



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

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

Date: Tuesday, July 8, 2025

Time: 6:15 P.M. – Closed Session
7:00 P.M. – Regular Meeting

Place: Council Chambers
200 'H' Street
Antioch, CA 94509

City Council meetings are televised live on Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov). Please see the inside cover for detailed Speaker Rules.

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Ron Bernal, Mayor
Louie Rocha, Mayor Pro Tem (District 2)
Tamisha Torres-Walker, Council Member District 1
Donald P. Freitas, Council Member District 3
Monica E. Wilson, Council Member District 4

Melissa Rhodes, City Clerk
Jorge R. Rojas, City Treasurer
Bessie Marie Scott, City Manager
Derek Cole, Interim City Attorney

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

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: [Notifications – City of Antioch, California \(antiochca.gov\)](http://antiochca.gov/Notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](http://antiochca.gov/City-Council). Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

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

6:15 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *Council Members District 1 Torres-Walker, District 4 Wilson, Mayor Pro Tem (District 2) Rocha, and Mayor Bernal [Council Member District 3 Freitas – Absent]*

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS *for Closed Session – None*

CLOSED SESSION:

- 1) CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: Approximately 1,275 square feet of property adjacent to 113 G Street (APN 066-051-012), Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager, Brad Helfenberger, Assistant City Manager, Derek Cole, Interim City Attorney; Negotiating Parties: Sean McCauley, Owner of Adjacent Property; Under Negotiation: Price and terms of payment.

No reportable action with direction provided to staff

6:17 P.M. ADJOURNED TO CLOSED SESSION

7:00 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – *All Present*

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

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

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

1. PROCLAMATION

- Port Chicago Remembrance Day, July 17, 2025

Approved, 5/0

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

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

A. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 27, 2025

Approved, 5/0

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

B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 28, 2025

Approved, 5/0

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

C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JUNE 9, 2025

Approved, 5/0

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

D. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 10, 2025

Continued, 5/0

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

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

E. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 24, 2025

Continued, 5/0

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

F. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

G. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

H. AWARD OF A MAINTENANCE SERVICES AGREEMENT TO CON-QUEST CONTRACTORS, INC. FOR ON-CALL UNDERGROUND WATER, SEWER, OR STORM REPAIR SERVICES

Reso No. 2025/125 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution awarding a three (3) year Maintenance Services Agreement to Con-Quest Contractors, Inc. for on-call underground water, sewer, or storm repair services in the amount of \$500,000 per fiscal year, with possible two (2), one (1) year extensions for a five (5) year total amount not to exceed \$2,500,000, and authorize the City Manager or designee to execute the agreement in a form approved by the City Attorney.

I. RESOLUTION APPROVING THE SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TM CONSULTING INC., IN AN AMOUNT NOT TO EXCEED \$60,000, FOR A TOTAL AGREEMENT AMOUNT OF \$173,000 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AMENDMENT

Reso No. 2025/126 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Second Amendment to the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in an Amount Not to Exceed \$60,000 for a total Agreement Amount of \$173,000 with a term ending December 31, 2025 and authorizing the City Manager or designee to execute the Second Amendment to the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in a form approved by the City Manager and City Attorney.

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

- J. AUTHORIZATION OF PAYMENT TO DTA TOTALING \$65,920 FOR CONSULTING SERVICES IN ASSOCIATION WITH THE CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICTS (P.W. 706)

Reso No. 2025/127 Adopted, 4/1-(Freitas-NO)

Recommended Action: It is recommended that the City Council adopt a resolution approving and authorizing a payment in the amount of \$65,920 to DTA for work performed in calendar year 2023 for consulting services in association with the City of Antioch Community Facilities Districts.

- K. RESOLUTION APPROVING LOT LEASE AGREEMENT WITH SEAN MCCAULEY INVESTMENTS, INC. FOR APPROXIMATELY 2,540 SQUARE FEET OF LAND ADJACENT TO 1 MARINA PLAZA (APN 066-010-017-3) FOR A PERIOD OF TEN (10) YEARS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

Reso No. 2025/128 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a Lot Lease Agreement with Sean McCauley Investments, Inc. for approximately 2,540 square feet of land adjacent to 1 Marina Plaza (APN 066-010-017-3) for a period of ten (10) years and authorizing the City Manager or designee to execute the agreement in a form approved by the City Manager and City Attorney.

COUNCIL REGULAR AGENDA

3. PLANNING COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING OCTOBER 2025

Reso No. 2025/129 Adopted approving the appointment of William Spijker for the partial-term vacancy expiring October 2025, 5/0

Recommended Action: It is recommended that the Mayor nominate the candidate for appointment and the City Council adopt a resolution approving the Mayor's appointment of [name of appointee] to the Planning Commission for the partial-term vacancy, expiring October 2025.

COUNCIL REGULAR AGENDA – Continued

4. ALLUVIUM, LLC (“LEMONNADE”): REVIEW AND POSSIBLE ADOPTION OF RESOLUTION APPROVING PROPOSED CHANGE IN OWNERSHIP

Reso No. 2025/130 with the following Amendments:
- Change South Cord Management, LLC to Catalyst Antioch LLC
- Change 100 percent of shares to 100 percent of assets

Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving Alluvium, LLC dba Lemonnade’s change of ownership; and authorizing the City Manager to sign an amended operating agreement, in a form approved by the City Attorney, to incorporate Lemonnade’s change of ownership.

5. RESOLUTION APPROVING THE CONSOLIDATED ENGINEER’S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING (P.W. 500)

Reso No. 2025/131 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving the Consolidated Engineer’s Report and setting July 22, 2025, as the date for the Public Hearing.

PUBLIC COMMENTS

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 90 days.*

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

Motioned to adjourn the meeting at 9:10 p.m., Approved, 5/0



PORT CHICAGO REMEMBRANCE DAY

JULY 17, 2025

WHEREAS, the Port Chicago Naval Magazine, located approximately 8 miles west of Antioch, California, was the site where African American Sailors were exclusively assigned during World War II to the dangerous task of loading explosives onto cargo ships;

WHEREAS, on the night of July 17, 1944, a catastrophic explosion resulted in the deadliest home front disaster of the war – killing 320 people, most of them African American Sailors, injuring 390 others, and inflicting widespread damage on the nearby town of Port Chicago, California;

WHEREAS, 258 surviving African American Sailors, citing unaddressed safety concerns, protested the order to resume loading ammunition, drawing national attention to racial discrimination and hazardous working conditions in the military, and fifty of those Sailors, known as the Port Chicago 50, were wrongfully charged and convicted of mutiny; and

WHEREAS, on July 17, 2024, following persistent advocacy from the City of Antioch and other supporters urging action, President Joe Biden authorized Navy Secretary Carlos Del Toro to exonerate the Port Chicago 50 and all 258 Sailors involved, affirming the injustice they suffered and recognizing their actions as a pivotal moment in civil rights and military history.

NOW, THEREFORE, I, RON BERNAL, Mayor of the City of Antioch and City Council, hereby proclaim July 17th as Port Chicago Remembrance Day, an annual observance to honor the victims of the Port Chicago disaster, recognize the bravery and legacy of the Port Chicago Sailors, and educate future generations about this defining chapter in American history.

JULY 8, 2025

RON BERNAL, Mayor

**1
7-8-25**

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

**Special/Regular Meeting
5:00 P.M.**

**May 27, 2025
Council Chambers**

4:00 P.M. - CLOSED SESSION

Mayor Bernal called the Closed Session to order at 4:01 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

Absent: Council Member District 1 Torres-Walker

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9(d)(1)): Trent Allen, et al. v. City of Antioch, et al., U.S.D.C. N. Dist. Cal. Case No. 3:23-cv-01895-VC (and consolidated cases).
- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: East 18th Street and Wilson Street (APN 051-400-027), Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager and Derek Cole, Interim City Attorney; Contra Costa County Fire Protection District Negotiator: Aaron J. McAlister, Deputy Fire Chief; Under Negotiation: Price and terms of payment.
- 3. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: Approximately 2,540 square feet of property adjacent to 1 Marina Plaza (APN 066-010-017), Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager, Brad Helfenberger, Assistant City Manager, Derek Cole, Interim City Attorney; Negotiating Parties: Sean McCauley, Owner of Adjacent Property; Under Negotiation: Price and terms of payment.

PUBLIC COMMENTS – None

ADJOURN TO CLOSED SESSION

Mayor Bernal adjourned to Closed Session at 4:03 P.M.

5:00 P.M. - SPECIAL MEETING/STUDY SESSION

Mayor Bernal called the meeting to order at 5:03 P.M. and announced interpretation services were available for the public this evening. City Clerk Rhodes called the roll.

Present: Council Members District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

Absent: Council Member District 1 Torres-Walker

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

STUDY SESSION

SM-1. HOUSING ELEMENT IMPLEMENTATION PROGRAM 2.1.10: POSSIBLE ADOPTION OF AN INCLUSIONARY HOUSING ORDINANCE

City Manager Scott introduced Study Session Item SM-1.

Interim Director of Community Development Storer introduced Greg Goodfellow, representing PlaceWorks, who presented the PowerPoint Presentation and staff report dated May 27, 2025, recommending the City Council discuss, receive public comments, and provide direction to staff.

In response to Council, Mr. Goodfellow explained California state density bonus law requirements, defined densities and reported on the City's community outreach efforts.

Interim Director of Community Development Storer and Mr. Goodfellow discussed state housing laws and the governor's initiatives to develop housing in areas with the greatest need. It was clarified that while the Council was not legally required to adopt an Inclusionary Housing Ordinance (IHO), they did have an obligation to consider the possibility of adopting one.

In response to Council, Interim Director of Community Development Storer, Mr. Goodfellow and Planning Manager Merideth explained Antioch's Regional Housing Needs Allocation (RHNA) process. Planning Manager Merideth also explained the density bonus had provisions for increased heights.

Councilmember Freitas expressed concern that the community had not supported higher density housing; however, there was not a lot of discretion at the local level since there were state and regional mandates.

Mr. Goodfellow commented that feedback from developers indicated that even if they received a density bonus, it would not be feasible to extend over three stories. He noted the IHO could include options for developers including working with third-party non-profit housing developers,

donating offsite land or paying in lieu fees controlled by the City. He stated Council would set up the housing trust fund and it could contain time restraints related to donated land.

Interim Director of Community Development Storer stated staff would recommend trying to get the units built.

In response to Mayor Bernal, Mr. Goodfellow explained the algorithm used by the state to determine the allocation of affordable housing units within various jurisdictions.

Mayor Bernal expressed concern that this program would exacerbate the jobs/housing imbalance.

In response to Councilmember Wilson, Mr. Goodfellow clarified that the County planning agencies had local knowledge of jurisdictions and how to assign the units.

Councilmember Freitas stated that historically Antioch had provided growth and affordability; however, when it came to receiving funding for transportation or economic development, they were overlooked.

Greg Colley, Multifaith Action Coalition, Melissa Case and Andrew Becker supported the IHO, suggesting higher inclusionary rates and incentives to ensure units remain affordable long-term. Some speakers highlighted the importance of equitable housing and the need for programs tailored to the community's needs.

Interim Director of Community Development Storer provided comparative data showing Antioch's RHNA numbers relative to other Contra Costa jurisdictions.

Councilmember Freitas appreciated staff and Mr. Goodfellow for bringing forward the discussion and providing a comprehensive staff report.

In response to Mayor Bernal, Mr. Goodfellow explained that the Planning Commission recommended outsourcing project compliance review and ongoing monitoring of deed restrictions to third-party consultants. He noted that staff would find it challenging to manage this process due to its fluctuating nature and the specialized expertise required. Interim Director Storer added that it is common practice to include an annual fee in contracts to cover the costs of third-party consultants.

Council consensus was to revisit the IHO at a future Study Session, and staff reaffirmed that considering the IHO aligned with policy compliance efforts.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Wilson, seconded by Councilmember Rocha, the City Council unanimously adjourned the Special Meeting/Study Session at 6:29 P.M.

7:00 P.M. REGULAR MEETING

Mayor Bernal called the meeting to order at 7:00 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

Absent: Council Member District 1 Torres-Walker

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, a report was given to Council by Legal Counsel; no reportable action, **#2 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, no reportable action; and, **#3 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, no reportable action.

City Manager Scott recommended Council continue Consent Calendar Item #4N and Council Regular Agenda Items #6 and 7.

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

N. CITY COUNCIL OVERNIGHT TRAVEL TO CHICHIBU JAPAN ON JULY 16-26, 2025

COUNCIL REGULAR AGENDA

6. AMENDMENT NO. 2 TO THE CONSULTING SERVICES AGREEMENT WITH ONE DAY AT A TIME WITH FISCAL SPONSOR COMMUNITY INITIATIVES, INCREASING THE AGREEMENT AMOUNT BY \$587,174 TO AN AMOUNT NOT TO EXCEED \$927,980, FOR THE 2022-25 CITY OF ANTIOCH'S CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) PROGRAM

7. AMENDMENT NO. 3 TO THE CONSULTING SERVICES AGREEMENT WITH ADVANCE PEACE INCREASING THE AMOUNT BY \$50,000 FOR SUPPORT OF THE CITY OF ANTIOCH'S CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM (CALVIP)

On motion by Councilmember Wilson, seconded by Councilmember Rocha the City Council members present unanimously continued Consent Calendar Item N and Regular Agenda Items #6 and 7 to a future meeting.

PUBLIC COMMENTS

City Clerk Rhodes read the speaker rules for the Council meeting.

Mayor Bernal reduced speaker times to two- and one-half minutes.

Several students from Antioch High School/Earth Team Interns discussed the various negative health impacts caused by pollution and explored a range of effective strategies to reduce pollutant levels in Antioch.

Josh encouraged Council to consider increasing the vessel capacity at the AMPORTS terminal to increase economic opportunity in Antioch.

Danny, Bike East Bay, discussed recent bicycle fatalities in Antioch and requested Council coordinate with stakeholders to develop a long-term safety project for Lone Tree Way and develop a bike/walk plan.

Leslie May described a negative interaction she had with Community Service Officers at a local restaurant.

Nichole Gardner thanked Council for supporting housing opportunities for the unhoused community and discussed the negative impacts of homeless sweeps.

Council thanked the students of Antioch High School for their comments. Councilmember Freitas suggested Environmental Resource Coordinator Haas-Wajdowicz meet with the students to discuss their efforts.

1. PROCLAMATIONS

- National Police Week, May 11 – 17, 2025
- Pride Month, June 2025

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

Gavin Payton thanked Council for acknowledging Pride Month and suggested Council recognize the African American Community.

Acting Captain Mellone and Police Chief Vigil accepted and thanked the City Council for the *National Police Week* proclamation.

Mary Lutz and community members accepted and thanked the City Council for the *Pride Month* proclamation.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Acting Director of Parks and Recreation Wright announced the following civic and community event:

- **JUNETEENTH – A Freedom Celebration:** June 19, 2025 - Williamson Ranch Park Lone Tree Way (cross street Hillcrest Avenue), Antioch, CA

Katie Young announced the East Bay Annual Wine Festival would be held from 12:00 P.M. – 5:00 P.M on June 7, 2025, at Williamson Ranch Park and presented Council with VIP passes.

Gavin Payton, NAACP Youth Council announced the Champions for Youth Banquet would be held at 6:00 P.M. on September 13, 2025, at the Concord Center.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Mayor Bernal reported on his attendance at the Deer Valley Football Showcase, Delta Association of Realtors meeting, Public Works Week picnic, Industrial Association Mayors Forum, Sutter Delta Ribbon Cutting event, APD Bicycle Safety event and Police Vigil's swearing-in ceremony.

Councilmember Rocha reported on his attendance at the Memorial Day service.

MAYOR'S COMMENTS

Mayor Bernal announced the passing of former Supervisor Federal Glover, highlighted his achievements, and shared details about a memorial service scheduled for May 28, 2025, at Bay Church.

3. PRESENTATION

Notable Data and Land Use Housing Planning and Permitting Presentation, presented by David A. Storer, Interim Community Development Director and Derek Cole, Interim City Attorney

Interim Director of Community Development Storer presented demographic data and the Land Use Planning & Permitting in California PowerPoint presentation.

Melissa Case referencing a previously approved Community Infill Housing (CIH) overlay project, asked if it could be renegotiated to align with the City's current needs and priorities. She expressed concern that the area had insufficient infrastructure to support the development.

Leslie May stated she would be contacting staff with regard to her interest in purchasing land for an urban garden.

Andrew Becker thanked staff for the presentation and expressed concern state housing laws were taking away local control. He encouraged Council to fully understand laws so they could adequately respond through planning and zoning.

Councilmember Freitas expressed concern about the impacts of development on residents' quality of life and felt that the Council's discretion had been diminished.

Interim Director of Community Development Storer explained that city discretion has shifted from the end of projects to the application process and was guided by existing design standards.

In response to Councilmember Freitas, Planning Manager Merideth announced objective and commercial design standards were on the City's website. She noted there were also separate standards in the Antioch Municipal Code which could also be found on the City's website.

Interim City Attorney Cole and Interim Director of Community Development Storer clarified details about development agreements and provisions within the Housing Crisis Act. Interim Director of Community Development Storer also mentioned that the City had the discretion to modify the General Plan and was currently exploring opportunities to update it through an RFP.

Interim Director Storer urged the City to engage in the League of California Cities to influence public policy.

Interim City Attorney Cole reported on his involvement with the League of California Cities. He stated that historically public agencies had limited power at the state level due to the erosion of local control and recommended Council accept it and allow staff to develop a response plan.

Councilmember Rocha added that the League of California Cities was actively working with legislators on upcoming state initiatives.

In response to Mayor Bernal, Planning Manager Merideth stated she would provide Council with the Commercial Infill Housing (CIH) Site Map and the City's objective design standards.

In response to Mayor Bernal, Interim Director of Community Development Storer explained that projects approved under SB330, were approved in perpetuity.

Councilmember Freitas suggested involving key city officials to develop a clear plan for maximizing the City's power and discretion.

The Council agreed to have staff bring this topic back for a Study Session.

- 4. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued**
- A. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR MAY 12, 2025**
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 13, 2025**
- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 20, 2025**

- D. APPROVAL OF COUNCIL WARRANTS
- E. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- F. REJECTION OF CLAIM: KARL BROWNLEE JR.
- G. RESOLUTION NO. 2025/90 ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE 2025-26 FISCAL YEAR
- H. CONSIDERATION OF BIDS FOR THE PAVEMENT PLUGS AND LEVELING COURSES AT VARIOUS LOCATIONS PROJECT (P.W. 709-2)
- I. RESOLUTION NO. 2025/91 CONSIDERATION OF BIDS FOR THE NICK RODRIGUEZ COMMUNITY/SENIOR CENTER ROOF REPLACEMENT (P.W. 397-13)
- J. RESOLUTION NO. 2025/92 SECOND AMENDMENT 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
- K. RESOLUTION NO. 2025/93 MULTI-YEAR COOPERATIVE AGREEMENT WITH HONEYWELL BUILDING SOLUTIONS FOR HVAC MAINTENANCE AND REPAIRS AT CITY FACILITIES IN THE AMOUNT OF \$1,526,797.91
- L. RESOLUTION NO. 2025/94 UPDATE TO FISCAL AGENT FOR VIOLENCE PREVENTION STRATEGIC PLANNING AGREEMENT
- M. RESOLUTION NO. 2025/95 APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TM CONSULTING INC., IN AN AMOUNT NOT TO EXCEED \$38,000, FOR A TOTAL AGREEMENT AMOUNT OF \$113,000 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AMENDMENT
- O. RESOLUTION NO. 2025/96 ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SHIELD PROTECTION & PUBLIC SAFETY, INC., DBA SPEARHEAD PROTECTION, FOR PRIVATE SECURITY SERVICES OF CITY-OWNED ASSETS AND PARKING LOTS IN THE RIVERTOWN/DOWNTOWN AREA IN AN AMOUNT NOT TO EXCEED \$100,000 FOR FISCAL YEAR 2025–26
- P. RESOLUTION NO. 2025/97 APPROVING THE CLASS SPECIFICATIONS UPDATES FOR THE ANTIOCH POLICE OFFICERS' ASSOCIATION (APOA) AND THE ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION (APSMA) WITH NO SALARY CHANGES

- Q. **RESOLUTION NO. 2025/98 APPROVAL OF AMENDMENT NO. 1 FOR THE CALIFORNIA VIOLENCE INTERVENTION & PREVENTION (CALVIP) PROGRAM EVALUATION WITH EVIDENT CHANGE**
- R. **RESOLUTION NO. 2025/99 DISPLAY OF THE PRIDE PROGRESS FLAG AT CITY HALL**
- S. **APPROVAL OF TREASURER'S REPORT FOR MARCH 2025**
- T. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 22, 2025**

On motion by Councilmember Freitas, seconded by Councilmember Wilson, the City Council members present unanimously approved the Council Consent Calendar with the exception of Item N which was previously continued and Item H, which was removed for further discussion.

Item H – Director of Public Works/City Engineer Buenting presented the staff report dated May 27, 2025, recommending the City Council adopt the resolution.

Anthony Perez, JV Lucas Paving reported he had submitted the lowest bid. He commented that the bid packet was unclear when it referenced mandatory requirements and timelines. He noted that they would like to see JV Lucas Paving be the responsible bidder for this project.

Andrew Becker stated it was incumbent upon staff to address the issues brought forward by Mr. Perez and requested the item be held off until that could be accomplished.

Melissa Case requested this item be held over to allow the bidder's concerns to be considered. She suggested revising requirements to clarify the City's intent.

Interim City Attorney Cole responded that the language for the bid requirements was very clear, and the concerns raised by Mr. Perez were not valid.

Director of Public Works/City Engineer Buenting clarified staff's request was to determine the bid as non-responsive in accordance with the contract documents.

A motion made by Councilmember Rocha to adopt the resolution died for the lack of a second.

On motion by Councilmember Freitas, seconded by Councilmember Wilson the City Council unanimously continued Item H to the next meeting.

PUBLIC HEARING

5. PROPOSED UPDATES TO THE MASTER FEE SCHEDULE EFFECTIVE JULY 1, 2025

City Manager Scott introduced Public Hearing Item #5.

Finance Director Merchant presented the staff report dated May 27, 2025, recommending the City Council adopt a resolution updating and approving the Master Fee Schedule effective July 1, 2025. She noted if approved, the proposed covered berth fee should be changed to \$9.89.

Mayor Bernal opened the public hearing.

In response to Council, Deputy Public Works Director Zepeda explained that they considered five neighboring municipal marinas to establish rates. He commented that the goal was to cover operating costs to maintain the marina and to eliminate the subsidy from the General Fund.

Councilmember Freitas expressed concern that the proposed rate increases may lead to vacancies at the marina.

In response to Councilmember Freitas, Finance Director Merchant explained the previous Council approved a comprehensive cost allocation and fee study and the method of increasing fees was based on cost recovery. She added the previous Council also approved subsidizing the non-profits by recognizing the nature of their business.

Councilmember Freitas stated the policy to give non-profits a discount should be acknowledged in the report.

Richard Mari, Opponent, expressed concern with the exorbitant fee increases with little explanation. He noted if fees were increased because of a cost comparison with nearby marinas, they expected comparable amenities. He noted his other concerns were related to security, blight and the lack of secure parking in the area.

Mr. Truzuto expressed concern that the city was increasing fees at the water park when there were amenities in a state of disrepair. He also stated the new greens at the golf course were difficult to navigate. He suggested lowering the price of admission to the Water Park.

Andrew Becker suggested the fees collected by the City be proportionate to the services provided to the community.

Councilmember Freitas suggested directing staff to bring back options to improve services or consider hiring operators to run facilities. He reiterated that the staff report should be clear if the City was recovering costs or if they were subsidizing non-profits.

Mayor Bernal closed the public hearing.

Councilmember Freitas recommended not increasing the marina fees and suggested staff bring back a comprehensive report outlining long-term plans for the facility.

Councilmember Rocha stated if Council were to increase fees for the water park and marina, they needed to deliver a product worthy of the increases.

Councilmember Freitas suggested Council review the City's Park dedication fees and development impact fees to determine if they should be adjusted.

Mayor Bernal thanked staff for the comprehensive report.

RESOLUTION NO. 2025/100

On motion by Councilmember Rocha, seconded by Councilmember Freitas the City Council members present unanimously adopted a resolution updating and approving the Master Fee Schedule effective July 1, 2025, with the following amendment:

- Eliminate the Marina increase and bring it back to a future Study Session

PUBLIC COMMENT

Melissa Case discussed the process by which the City conducted encampment abatements in Antioch. She proposed creating an accountability group to assist the unhoused with self-sufficiency and volunteered to be part of this initiative. She spoke in support of thoughtfully and compassionately addressing encampments to boost economic vitality.

Krystle expressed concern regarding the County's abatement procedures. She discussed the importance of Council understanding agenda items when they are brought forward for consideration.

Andrew Becker acknowledged the one-year anniversary of unhoused resident Raheem Coe's passing. He thanked Council for approving the Homekey application.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Wilson requested staff agendize a discussion on cancelling a Council meeting in July.

ADJOURNMENT

On motion by Councilmember Wilson, seconded by Councilmember Rocha the City Council members present unanimously adjourned the meeting at 10:33 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING
SPECIAL MEETING/BUDGET STUDY SESSION**

**Special Meeting
6:30 P.M.**

**May 28, 2025
Council Chambers**

6:30 P.M. – SPECIAL MEETING/BUDGET STUDY SESSION

Mayor Bernal called the Special Meeting to order at 6:30 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 3 Freitas, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

Absent: Council Member District 4 Wilson (arrived at 6:45 P.M.) and Council Member District 1 Torres-Walker

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

BUDGET STUDY SESSION

1. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – CITY MANAGER *(Continued from the May 13, 2025, Council Special Meeting/Budget Study Session)*

City Manager Scott recognized staff for their professionalism and presented the staff report and PowerPoint presentation dated May 28, 2025, recommending the City Council provide feedback and direction regarding the budget development information provided for the Fiscal Year 2025-27 Budget.

Councilmember Wilson arrived during the discussion at 6:45 P.M.

The City Council engaged in a discussion regarding the City Manager Budget Presentation and provided direction to staff, which included:

- Downtown Security (Spearhead Security) - move \$62,000 from 2024-25 Revised to future years and review hours and adjust if necessary for highest need (marina)
- Revisit 2025-2027 Economic Development Strategic Plan Update timeline

2. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – PRESENTATION OF THE DRAFT 5-YEAR CAPITAL IMPROVEMENT PROGRAM 2025-2030 (P.W. 150-25)

Director of Public Works/City Engineer Buenting presented the staff report and PowerPoint presentation dated May 28, 2025, recommending the City Council review and provide feedback to staff regarding the draft 5-Year Capital Improvement Program 2025-2030.

The City Council engaged in a discussion regarding the draft 5-Year Capital Improvement Program and provided direction to staff, which included:

Funding Sources

- Special Revenue Funds - Review National Pollutant Discharge Elimination System (NPDES) and consider the possibility of an increase

Projects Completed

- Provide Council with the application and project status list for Neighborhood Traffic Calming Projects

General Funded Projects in Progress

- Look at adjoining census tracks in the County unincorporated and make a request to bring park dedication fees into the City
- Emergency Operations Center Improvements – Consider other revenue sources
- Citywide Signage Program – Provide overall phasing plan
- Citywide Signage Program - Add replacement signage at the Antioch Reservoir with water funds

General Fund Projects Pending

- Consider development impact fee for public art
- Zero Emission Vehicle Transition – return \$1,226,417 to the General Fund and list project as unfunded in future years
- Provide a report on state requirements related to zero emission vehicles and a plan to meet those requirements
- Murals and Utility Box Artwork – return \$108,772 and \$83,891 to the General Fund and list projects as unfunded in future years
- Direction to Park and Recreation Department to develop mural and utility box artwork program for potential funding in the future
- Prewett Water Park Peak Structure Remediation – return \$363,653 to General Fund and list project as unfunded in future years
- List full cost of projects

Projects In Progress

- Bring back a discussion on the Pathway to Heroes Park on the surplus property on “L” Street
- Marchetti Park Renovation – consider replacing funding with park-in-lieu funds
- Park Dedication Fees – bring back consideration of increasing fees
- Streetlight Improvements - Provide a phasing plan for the project
- East Antioch Creek Outfall Improvements – coordinate with Contra Costa County to seek additional funding

New Projects

- Countywide Smart Signal Project - Contact Brentwood to discuss shared costs for items that front their city limits
- Irrigation Controller Upgrades – Consider funding with water funds

Project Lists

- 8023 – Community Facilities – Property and Evidence Storage Building – move project into this year's CIP and determine if project could be funded with Development Impact Fees
- 7984 – Parks and Trails – Community Park Synthetic Turf Replacement - move project into future years
- 8008 – Parks and Trails - Rivertown Community Space – bring item back to discuss alternative uses of the property
- Direction to staff and financial advisors to consider alternatives for funding capital needs (debt financing, return to source funding and mitigation fees)
- 7745 – Wastewater & Storm Drain System - Northeast Antioch Annexation Infrastructure – Provide Council with a phasing plan

Melissa Case suggested Council consider a sewer lateral visual requirement on the transfer of a home. She gave a history of the City's budget process and stated she appreciated Council's transparency into this budget.

An unidentified speaker requested a detailed report on the presentation. Additionally, she encouraged Council to consider the maintenance and availability of park bathrooms, as well as water fountains and handwashing stations.

Mayor Bernal requested Finance Director Merchant provide the specific amount of funds identified as not allocated for expenditure in the upcoming fiscal year.

Following discussion Council consensus supported holding their next Special Meeting/Budget Study Session at 5:30 P.M. on June 9, 2025.

ADJOURNMENT

On motion by Councilmember Rocha, seconded by Councilmember Wilson the City Council members present unanimously adjourned the meeting at 9:35 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING
SPECIAL MEETING/BUDGET STUDY SESSION**

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

**June 9, 2025
Council Chambers**

5:30 P.M. – SPECIAL MEETING/BUDGET STUDY SESSION

Mayor Bernal called the Special Meeting to order at 5:30 P.M., and Acting City Clerk Eiden called the roll.

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

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

BUDGET STUDY SESSION

1. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – GENERAL FUND

City Manager Scott recognized staff for their professionalism during the budget development process.

City Manager Scott and Finance Director Merchant presented the staff report dated June 9, 2025, recommending the City Council provide feedback and direction regarding the budget development information for the Fiscal Year 2025-27 Budget.

Andrew Becker recommended that the City engage with approved projects that have not yet commenced construction to establish a timeline for their development and to encourage progress. Additionally, he proposed marketing the city's surplus properties to generate revenue.

Stacy McFerson suggested the city cease investing in programs and projects that do not generate revenue. She reported that she provided City Manager Scott with a request to initiate the meet and confer process so they could be included in the budget process.

Councilmember Freitas gave a brief history of the City's Budget process. He noted his goal was to preserve and protect employees and services, while addressing the budget deficit. He discussed the cause of the City's fiscal crisis. He stated his primary focus was public safety, homelessness and economic development. He spoke in support of the Homekey program that would provide a facility with resources for 60-80 homeless individuals. He stated this budget was difficult to address; however, he was opposed to any tax increases.

Councilmember Torres-Walker thanked staff for the budget process. She reported Community Development Block Grant (CDBG) Standing Committee recently discussed potentially reallocating \$1.5M in housing successor funds to support the homekey application.

In response to Councilmember Torres-Walker, City Manager Scott explained that they would be discussing solutions related to animal services support with the County and opportunities with other cities related to public works.

Councilmember Freitas encouraged City Manager Scott to include stakeholders in discussions related to Animal Services.

City Manager Scott responded that she had been in discussion with the City Attorney and the proposal would not diminish service delivery.

The City Council engaged in a discussion regarding the staff report and provided direction to staff, which included:

Page 3

- Maintain flexibility for hours within the AQCRT service model
- Remove \$750,000 in General Fund expenditures from the Homekey project and replace with housing successor funds
- Provide Council with an update on the Grace Arms project to determine viability
- Reduce Homekey funding in Fiscal Year 2027 to \$400,000
- Bring back a discussion item related to selling the city's surplus property and sponsorship opportunities to generate revenue
- Meet with employee associations to discuss COLAs
- Investigate a regional approach to the pool repairs/replacement at Contra Loma Reservoir, Prewett Waterpark and contracting with AUSD for use of their pools

Page 4

- Set Fiscal Year 2026 police sworn staffing at up to 105
- Provide Council with a breakdown of APD staffing numbers by division/assignment

Page 8

- Finance – place both buyer positions in Fiscal Year 2026
- Update purchasing ordinance

Attachment C – Page 1

- City Manager – David Mensah – Municipal Customer Service Delivery - Provide Council with the scope of work
- Economic Development – Evviva – Branding – bring proposal to Council
- Economic Development – TBD (Contracts) – Change to Citywide
- Economic Development – Bring the citywide banner design to Council for consideration
- Economic Development – TBD (Marketing) reduce amount to \$75,000
- Economic Development – Bring a report to Council on all marketing assets

- Economic Development – TBD (Programming) – move to Fiscal Year 2027 for consideration

Mayor Bernal declared a recess at 7:40 P.M. The meeting reconvened at 7:51 P.M. with all Councilmembers present.

Discussion continued regarding the staff report (Attachment C) and Council provided direction to staff, which included:

Attachment C – Page 3

- Parks and Recreation - Information & Advertisement - Direction to bring back a written policy for advertisements for Council consideration
- Parks and Recreation - Direction to provide Council with previously approved policies

Attachment C – Page 5

- Police Department – WBA Consultants – Provide Council with an update on the services provided as well as the duration of contract

Attachment C – Page 6

- Public Safety and Community Resources – Consultant TBD – Grant Writer - CalVIP – eliminate \$30,000
- Public Safety and Community Resources - St. Vincent DePaul – Staff to determine if rental assistance could be funded through CDBG
- Public Safety and Community Resources – Community Assessment – eliminate from Fiscal Year 2026-27
- Public Safety and Community Resources – Staff Training – eliminate from Fiscal Year 2026-27
- Public Safety and Community Resources – Staff to provide a proposal for the use of the requested \$60,000

Attachment C – Page 9

- CIP Projects – Staff to provide Council with an estimate to repair public art
- CIP Projects – Move the Rivertown Landmark Signs amount of \$39,377 into the Citywide Signage Program
- CIP Projects – Staff to provide Council with a schedule for the citywide signage program

The City Council engaged in a discussion regarding other budget considerations and provided direction to staff which included:

- Finance – Bring back consideration of a Forensic Audit
- Defer two buyer positions in Finance until Fiscal Year 2027
- Provide Council with monthly overtime by fund and department

- Public Works – determine average expenditures related to contingency line items
- Utilize \$5M of Budget Stabilization Funds to offset the operating budget in Fiscal Year 2026
- Adjust budget for savings of 25 percent of the Youth Service Manager and 20 percent of the Coordinator which would be grant funded
- Bring back a proposal including impacts for transferring divisions within the Public Safety and Community Resources Department into other city departments
- Bring back a discussion to lease the WaterPark
- Bring back a discussion on the reserve policy
- Conferences and travel to be approved by Council
- Retain 20 percent reserve policy

The City Council engaged in a discussion regarding the Measure W One (1) Percent Sales Tax Allocation and provided direction to staff which included:

Page 10 - Measure W One (1) Percent Sales Tax Allocation

- Council consensus supported a Measure W distribution:
 - 70 percent Police Department
 - 15 percent Quality of Life – Public Safety & Community Resources (exc. Youth) and Code Enforcement
 - 15 percent Youth: Youth Network Services and Recreation Services

Councilmember Torres-Walker expressed concern about the impact on grants and cost increases associated with relocating housing and homeless services to the City Manager's office.

In response to Finance Director Merchant, Council accepted by consensus showing a \$7M deficit and bringing back a budget for adoption on June 24, 2025. They agreed to look at additional measures previously discussed over the next fiscal year.

Councilmember Freitas encouraged staff to articulate that this would be a balanced budget.

In response to Mayor Bernal, Finance Director Merchant stated that staff would continue to work on reducing the deficit.

City Manager Scott commented that normal operations were now at a functional deficit, and she urged Council to temper their requests to staff as they were unable to produce work product outside of the emergent response to the budget crisis.

Councilmember Torres-Walker stated she acknowledged that the budget process was a significant and stressful task for staff and urged the Council to exercise greater caution with their requests.

City Manager Scott thanked those who supported the City during this time.

ADJOURNMENT

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the meeting at 10:22 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 8, 2025

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Meeting Minutes of June 10, 2025

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of June 10, 2025, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 8, 2025

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Meeting Minutes of June 24, 2025

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of June 24, 2025, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF JUNE13 - JUNE 26 2025 FUND/CHECK

100 General Fund

Non departmental

00420116	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	48,391.49
00420184	IN SHAPE HEALTH CLUBS	PAYROLL	393.98
00420189	LIFE INSURANCE COMPANY OF NA	PAYROLL	5,564.57
00420196	MUNICIPAL POOLING AUTHORITY	PAYROLL	779.08
00420202	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,550.00
00420206	PARS	PAYROLL	10,233.66
00420211	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	43,594.38
00420221	STATE OF CALIFORNIA	PAYROLL	120.00
00951525	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	750.00
00951526	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	24,274.89
00951527	ANTIOCH PUB WORKS EMPLOYEE'S	PAYROLL	2,520.00
00951539	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	46,341.80
00951550	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	35,227.50

City Council

00420057	COSTCO	VARIOUS BUSINESS EXPENSES	81.02
00420140	VERIZON WIRELESS	DATA USAGE	210.03

City Attorney

00420034	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES RENDERED	347.50
00420088	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	4,118.00
00420091	KRAMER WORKPLACE INVESTIGATIONS	LEGAL SERVICES RENDERED	986.00
00420093	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	141.50
00420106	OPPENHEIMER INVESTIGATIONS GROUP	LEGAL SERVICES RENDERED	5,989.00
00420140	VERIZON WIRELESS	DATA USAGE	157.41
00420158	CANON FINANCIAL SERVICES	COPIER LEASE	140.67
00951518	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	336.00
00951529	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	754.00
00951544	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	2,738.70

City Manager

00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	286.73
00420019	AMBIUS	PLANT SERVICE	412.42
00420057	COSTCO	VARIOUS BUSINESS EXPENSES	2,638.81
00420059	CRITICAL MENTION INC	MEDIA MONITORING SERVICES	10,000.00
00420140	VERIZON WIRELESS	DATA USAGE	142.95
00420158	CANON FINANCIAL SERVICES	COPIER LEASE	140.70
00951521	TOWNSEND PUBLIC AFFAIRS INC	CONSULTING SERVICES	12,500.00

City Clerk

00420010	ACCONTEMPS	TEMP SERVICES	1,592.26
00420063	DELIA COLORADO	INTERPRETER SERVICES	450.00
00420140	VERIZON WIRELESS	DATA USAGE	104.94
00951508	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	1,120.35

City Treasurer

00420095	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	345.72
00420140	VERIZON WIRELESS	DATA USAGE	52.47

Human Resources

00420067	DIABLO LIVE SCAN LLC	FINGERPRINTS	1,240.00
00420085	IEDA INC	PROFESSIONAL SERVICES	6,755.44



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE13 - JUNE 26 2025
FUND/CHECK #

00420118	RODRIGUEZ, DIANA	TRAINING	326.06
00420129	STERICYCLE INC	SHRED IT SERVICE	194.24
00420225	EMPLOYEE	RETIREMENT RECOGNITION AWARD	350.00
00951508	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	373.45
Economic Development			
00420140	VERIZON WIRELESS	DATA USAGE	104.94
00420158	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
Finance Administration			
00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	104.98
00420140	VERIZON WIRELESS	DATA USAGE	52.47
Finance Accounting			
00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	362.15
00420105	OFFICE DEPOT INC	OFFICE SUPPLIES	11.29
00420153	BADAWI & ASSOCIATES	FY25 AUDIT SVC	30,604.50
Finance Operations			
00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	104.69
00420158	CANON FINANCIAL SERVICES	COPIER LEASE	1,097.73
00420200	OFFICE DEPOT INC	OFFICE SUPPLIES	50.25
00420209	QUADIENT LEASING USA INC	LEASE MAILING SYSTEM	1,403.39
Non Departmental			
00420052	CONTRA COSTA COUNTY LIBRARY	CCC LIBRARY TECH & EQUIPMENT	1,472.18
Public Works Administration			
00420039	CANON FINANCIAL SERVICES	COPIER LEASE	289.29
00420040	CANON FINANCIAL SERVICES	COPIER LEASE	196.00
00420041	CANON FINANCIAL SERVICES	COPIER LEASE	196.00
00420042	CANON FINANCIAL SERVICES	COPIER LEASE	196.00
00420071	FASTSIGNS	BUSINESS CARDS	100.95
00951545	UBEO BUSINESS SERVICES	COPIER	212.08
Public Works Street Maintenance			
00420014	ALL AMERICAN FENCE CORP	BOLLARDS	7,400.00
00420025	ANTIOCH BUILDING MATERIALS	PAVING ROCK	18,116.74
00420121	SHARJO LLC	ABATEMENT SERVICES	2,779.05
00420132	TAPCO	CROSSWALK SIGN	351.20
00420150	ANRAK CORPORATION	ASPHALT GRINDING	4,300.00
00420183	HAWTHORN VENTURES LLC	UNIFORMS	255.95
00420192	LOWES COMPANIES INC	SMALL TOOLS	691.41
00420199	NORTHAM, TODD L	EXPENSE REIMBURSEMENT	300.00
00420217	SHARJO LLC	ABATEMENT SERVICES	75,560.56
00951532	GEMPLERS INC	SUPPLIES	62.54
Public Works-Signal/Street Lights			
00420110	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	264.42
00420152	AT AND T MCI	MODEM	639.99
00420205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	240.18
Public Works-Facilities Maintenance			
00420051	CONTRA COSTA COUNTY HEALTH SVCS	ANNUAL PERMIT FEE	3,564.00
00420083	HOME DEPOT, THE	SUPPLIES	2,132.64
00420148	AMERICAN PLUMBING INC	PLUMBING SERVICES	2,645.00
00420152	AT AND T MCI	MODEM	93.19



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE13 - JUNE 26 2025
FUND/CHECK #

00420172	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	20,883.62
00420192	LOWES COMPANIES INC	PARTS	1,357.52
00420193	M AND L OVERHEAD DOORS	REPAIR SERVICES	375.00
00420207	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	1,060.00
00420217	SHARJO LLC	NRCC/ASC FLOOD MIDIGATION	18,776.57
00420228	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	450.00
00951534	HAMMONS SUPPLY COMPANY	SUPPLIES	158.04
Public Works-Parks Maint			
00420148	AMERICAN PLUMBING INC	PLUMBING SERVICES	2,485.00
00420152	AT AND T MCI	MODEM	157.90
00420179	FIELDTURF USA INC	SOCCER FIELD MAINTENANCE	14,359.86
00420228	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	765.24
Public Works-Median/General Land			
00420110	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	12.66
00420152	AT AND T MCI	MODEM	444.63
PW-Work Alternative-Strt Maint			
00420181	FURBER SAW INC	PARTS	930.66
Police Administration			
00420012	ADAMSON POLICE PRODUCTS	UNIFORMS	1,433.01
00420026	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	3,934.00
00420027	AT AND T MCI	MODEM	844.40
00420030	BPS TACTICAL INC.	VESTS	4,817.03
00420055	COPWARE INC	LICENSES	3,200.00
00420056	CORE PSYCHOLOGICAL CORPORATION	PRE EMPLOYMENT PSYCHS	1,000.00
00420058	CRIME SCENE CLEANERS INC	BIO-HAZARD	130.00
00420069	EL CAMPANIL THEATRE PRESERV FND	SOUND/LIGHT SWEARING IN	140.00
00420087	IRVINE & JACHENS INC.	BADGES	3,033.13
00420104	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	5,499.00
00420117	REACH PROJECT INC	APRIL 2025 SERVICES	17,083.00
00420123	SHRED IT INC	SHREDDING SERVICES	144.36
00420137	THOMSON WEST	ONLINE SOFTWARE	1,900.00
00420158	CANON FINANCIAL SERVICES	COPIER LEASE	2,419.29
00420185	KHALILI, ALI A	PER DIEM	430.00
00420200	OFFICE DEPOT INC	OFFICE SUPPLIES	141.49
00951523	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	478.74
00951531	EMPLOYEE	ADVANCED DISABILITY PENSION	5,855.50
00951548	WILLIAMS SCOTSMAN INC	STORAGE	211.10
Police Community Policing			
00420047	CONCORD UNIFORMS LLC	UNIFORMS	686.60
00420070	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	23.50
00420079	GRAHAM, AUSTIN JONATHAN	EXPENSE REIMBURSEMENT	313.81
00420124	SMITH, KYLE T	EXPENSE REIMBURSEMENT	315.81
00420125	SMITH, KYLE T	EXPENSE REIMBURSEMENT	56.77
00420164	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00420198	NJOROGE, JOSEPH NJIHIA	EXPENSE REIMBURSEMENT	15.39
00420219	EMPLOYEE	ADVANCED DISABILITY PENSION	5,885.50
00420224	TRYNER, RYAN BRENT	EXPENSE REIMBURSEMENT	134.39
00951515	HUNT AND SONS LLC	FUEL	231.58



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE13 - JUNE 26 2025
FUND/CHECK #

00951542	EMPLOYEE	ADVANCED DISABILITY PENSION	6,589.00
00951547	EMPLOYEE	ADVANCED DISABILITY PENSION	3,294.50
Police Investigations			
00420049	CONTRA COSTA COUNTY	LAB SERVICES	29,118.30
00420120	SEROLOGICAL RESEARCH INSTITUTE	EVIDENCE PROCESSING	3,080.00
00420130	SUPERIOR COURT OF CALIFORNIA	CRIMINAL RECORDS	5.70
00420141	VERIZON WIRELESS	CELL PHONE EVIDENCE	150.00
00420161	CELLEBRITE USA INC	CELLPHONE EVIDENCE	15,419.88
00420215	SEROLOGICAL RESEARCH INSTITUTE	LAB SERVICES	3,387.25
00420222	STATE OF CALIFORNIA	FINGERPRINTS	25.00
PD Special Investigations Unit			
00420136	THOMAS SCIENTIFIC HOLDINGS LLC	EVIDENCE SUPPLIES	821.75
00420168	COX, JOHN SPENCER	EXPENSE REIMBURSEMENT	753.63
Police Communications			
00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	3,685.39
00420022	AMERICAN TROPHIES AWARDS & PROM	MAILBOX TAGS	38.41
00420023	AMS DOT NET INC	STORAGE PROJECT	9,120.00
00420027	AT AND T MCI	MODEM	704.05
00420028	BAGEL STREET CAFE	TRAINING FOOD	2,198.85
00420036	CAL SURVEYING & DRAFTING SUPPLY INC	REPAIR	348.50
00420044	COMCAST	CONNECTION SERVICES	2,715.73
00420047	CONCORD UNIFORMS LLC	UNIFORMS	1,911.08
00420050	CONTRA COSTA COUNTY	REPROGRAMMING PD RADIOS	14,260.00
00420072	FEDEX	SHIPPING CHARGES	13.35
00420084	IBS OF TRI VALLEY	PATROL BATTERIES	1,227.73
00420099	MOTOROLA SOLUTIONS INC	RADIOS	8,983.87
00420102	NGUYEN, TIFFANY JACQUELINE	EXPENSE REIMBURSEMENT	366.36
00420103	NORTHERN COMMUNICATION SVS INC	911 CALL ROUTING SERVICE	257.50
00420105	OFFICE DEPOT INC	OFFICE SUPPLIES	182.70
00420109	PACIFIC COAST POLYGRAPH & INV INC	BACKGROUND	400.00
00420119	SANTA ROSA JR COLLEGE	TRAINING	67.50
00420149	AMS DOT NET INC	PROFESSIONAL SERVICES	2,465.00
00420152	AT AND T MCI	MODEM	1,247.48
00420163	COLE PRO MEDIA CORP	TRAINING	8,000.00
Office Of Emergency Management			
00420114	CRISIMC911	MONTHLY SERVICES	3,750.00
00420152	AT AND T MCI	MODEM	487.99
Police Community Volunteers			
00420080	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	1,579.83
Police Facilities Maintenance			
00420096	MARTELL WATER SYSTEMS INC	LABOR	3,059.73
00420148	AMERICAN PLUMBING INC	PLUMBING SERVICES	1,288.75
00420152	AT AND T MCI	MODEM	309.75
00420172	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	2,333.56
00420175	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE	320.00
00420186	KORIN, YAHYA	SUBSTATION GLASS	10,524.50
00420192	LOWES COMPANIES INC	SUPPLIES	249.72
00420200	OFFICE DEPOT INC	OFFICE SUPPLIES	223.46



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00420207	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	222.00
00420228	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	532.13
Youth Network Services			
00420032	BRIDGE BUILDERS TO THE NEW GEN	SUMMER CAMP	65,000.00
00420140	VERIZON WIRELESS	DATA USAGE	104.94
00420169	CREATIVE ENGAGEMENT SERVICES	YOUTH WORK DEVELOP TRAINING	4,150.00
Housing and Homelessness			
00420068	ECONOMY INN	MOTEL VOUCHER PROGRAM	980.00
00420090	KATE BRISTOL CONSULTING	PROFESSIONAL SERVICES	5,800.00
00420140	VERIZON WIRELESS	DATA USAGE	52.62
00420216	SHARE COMMUNITY	FEB INV SHOWER PROGRAM	8,421.19
PSCR Administration			
00420038	CANON FINANCIAL SERVICES	COPIER LEASE	612.39
00420140	VERIZON WIRELESS	DATA USAGE	90.63
Community Development Administration			
00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	62.11
00420033	BROWN, HILARY T	EXPENSE REIMBURSEMENT	266.78
00420060	DEVELOPMENT ADVISORY SERVICES INC	CONSULTANT SERVICES	13,155.00
00951522	UBEO BUSINESS SERVICES	COPIER	2,613.89
Community Development Land Planning Services			
00420208	PLACEWORKS INC	CONSULTING SERVICES	3,728.10
00951508	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	1,802.27
CD Code Enforcement			
00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,026.29
00420061	DATA TICKET INC	CONSULTANTS	426.00
PW Engineer Land Development			
00420140	VERIZON WIRELESS	DATA USAGE	38.01
00420152	AT AND T MCI	MODEM	61.61
Community Development Building Inspection			
00951507	ANIXTER INC	SUPPLIES	155.78
Capital Imp. Administration			
00420158	CANON FINANCIAL SERVICES	COPIER LEASE	851.79
00951545	UBEO BUSINESS SERVICES	COPIER	468.00
204	California Volunteers Grant Fund		
Mayor's Apprenticeship Program			
00420188	DIANN'S EMBROIDERY & GRAPHICS	UNIFORMS	1,121.65
206	American Rescue Plan Fund		
Non Departmental			
00951513	FELTON INSTITUTE	APRIL INVOICE	144,686.63
207	CalVIP Grant Fund		
Violence Intervention & Preven			
00420046	COMMUNITY INITIATIVES	PROFESSIONAL SERVICES	114,160.00
208	PLHA Grant Fund		
PLHA			
00420145	WINTER NIGHTS FAMILY SHELTER INC	Q3FY24-25 WNSPP PLHA REIMB	25,670.01
212	CDBG Fund		
CDBG			
00420037	CANCER SUPPORT COMMUNITY	Q3FY24-25-CANCER-REIM	2,499.81



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00420195	MONUMENT IMPACT	CHECK REPLACEMENT	3,999.14
213	Gas Tax Fund		
Streets			
00420110	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	420.84
00420205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	169.23
214	Animal Services Fund		
Animal Services			
00420113	PETHUB INC.	PET TAGS	1,680.00
215	Civic Arts Fund		
Civic Arts			
00420098	METZ ENTERTAINMENT GROUP LLC	PROFESSIONAL SERVICES	12,000.00
216	Park-In-Lieu Fund		
Non departmental			
Parks & Open Space			
00420075	FRONTLINE GENERAL ENGRG CNSTR, INC	PROGRESS PAYMENT #1	43,060.32
219	Recreation Fund		
Non departmental			
00420048	CONTRA COSTA COUNTY	MEAL PROGRAM	1,702.00
00420127	ST PAULS EPISCOPAL	REFUND	500.00
Nick Rodriguez Community Cent			
00420021	AMERICAN STAGE TOURS	SENIOR TRANSPORTATION	5,540.50
00420038	CANON FINANCIAL SERVICES	COPIER LEASE	861.84
00420053	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	1,192.71
00420074	FREDDY B S	SENIOR CENTER BBQ LUNCH	2,500.00
00420092	L ROMEROS RENTALS	SENIOR EVENT TENT RENATL	1,492.60
00420152	AT AND T MCI	MODEM	76.79
00420207	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	222.00
00951524	BRADY INDUSTRIES	JANITORIAL SERVICES	1,470.63
Recreation Sports Programs			
00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	852.35
00420140	VERIZON WIRELESS	DATA USAGE	59.02
00420152	AT AND T MCI	MODEM	31.58
00420192	LOWES COMPANIES INC	PROGRAM SUPPLIES	33.30
00420210	RAMBAR INC	SPORTS CAMP FIELD DAY	1,167.50
Recreation-Comm Center			
00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,336.59
00420031	QUALITY OVER QUANTITY SOUND	JUNETEENTH DJ	800.00
00420062	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	1,764.62
00420092	L ROMEROS RENTALS	JUNETEENTH TENTS RENTAL	997.02
00420095	LOOMIS ARMORED LLC	FUEL FEE	342.63
00420100	MUIR, ROXANNE	CONTRACTOR PAYMENT	264.00
00420110	PACIFIC GAS AND ELECTRIC CO	GAS	11,397.22
00420131	SYDNEY PAIGE FOUNDATION	STEM KITS	896.12
00420143	VIBETRIBE EXPERIENCES	JUNETEENTH PHOTOBOOTH	3,000.00
00420152	AT AND T MCI	MODEM	32.83
00420174	DPH SOUND AND LIGHTING CORPORATION	JUNETEENTH EVENT	8,391.25
00420192	LOWES COMPANIES INC	SUPPLIES	493.31



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Recreation Water Park

00420011	ACTIVE NETWORK LLC	EQUIPMENT	755.08
00420013	ADVANTASOFT INC	SOFTWARE	2,537.19
00420018	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,001.84
00420065	DELTA VISTA MIDDLE SCHOOL	REFUND	1,400.00
00420082	HEYER, MADISON P	EXPENSE REIMBURSEMENT	300.00
00420083	HOME DEPOT, THE	PARTS	368.50
00420122	SHEFFIELD ORTHODONTICS	REFUND	324.00
00420126	SPLASH RADIO LLC	REFUND	60.41
00420127	ST PAULS EPISCOPAL	REFUND	2,632.00
00420140	VERIZON WIRELESS	DATA USAGE	1,378.62
00420152	AT AND T MCI	MODEM	184.82
00420178	FASTSIGNS	SUPPLIES	2,910.53
00420192	LOWES COMPANIES INC	PARTS	487.98
00420207	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	543.00
00951517	KNORR SYSTEMS INC	CHEMICALS	1,529.81
00951538	NATIONAL AQUATICS SERVICES INC	TAD PUMP REPLACEMENT	4,165.84

222 Measure C/J Fund

Streets

00420166	CONTRA COSTA COUNTY	TRANSPLAN DUES FY25-26	4,886.10
00420212	RECOLOGY BLOSSOM VALLEY ORGANICS	FREIGHT	2,585.71

226 Solid Waste Reduction Fund

Solid Waste Used Oil

00420064	DELTA DIABLO	Q1 PROGRAM COST (HHW)	3,877.82
00420165	CONTRA COSTA COUNTY	SCHOOL ASSEMBLY EDUCATION	2,000.00

Solid Waste

00420064	DELTA DIABLO	Q1 PROGRAM COST (HHW)	9,031.69
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229 Pollution Elimination Fund

Channel Maintenance Operation

00420016	ALL STAR RENTS	EQUIPMENT RENTAL	1,084.19
00420024	ANTIOCH ACE HARDWARE	SUPPLIES	49.38
00420133	TARGET SPECIALTY PRODUCTS	PESTICIDES	6,176.01
00420146	ALL STAR RENTS	EQUIPMENT RENTAL	417.94
00420167	CONTRA COSTA COUNTY HEALTH SVCS	WASTE DISPOSAL	398.00
00420181	FURBER SAW INC	PARTS	632.15
00420192	LOWES COMPANIES INC	SUPPLIES	197.41
00420218	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,520.00

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

00420152	AT AND T MCI	MODEM	126.32
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Lonetree Maintenance Zone 2

00420152	AT AND T MCI	MODEM	217.95
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Lonetree Maintenance Zone 3

00420152	AT AND T MCI	MODEM	94.74
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00420152	AT AND T MCI	MODEM	63.16
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Hillcrest Maintenance Zone 2

00420152	AT AND T MCI	MODEM	221.06
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Hillcrest Maintenance Zone 4

00420152	AT AND T MCI	MODEM	187.93
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255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00420152	AT AND T MCI	MODEM	31.58
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256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 9

00420152	AT AND T MCI	MODEM	126.32
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257 SLLMD Administration Fund

SLLMD Administration

00420152	AT AND T MCI	MODEM	167.49
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00420181	FURBER SAW INC	PARTS	12,061.89
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00420192	LOWES COMPANIES INC	SUPPLIES	1,009.97
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311 Capital Improvement Fund

Parks & Open Space

00420053	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	464.57
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00420135	THE KPA GROUP	PROFESSIONAL SERVICES	12,874.75
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569 Vehicle Replacement Fund

Equipment Maintenance

00420197	NICHOLAS K CORPORATION	VEHICLE REPLACEMENT	268,742.80
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570 Equipment Maintenance Fund

Non departmental

00951515	HUNT AND SONS LLC	FUEL	16,776.28
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00951535	HUNT AND SONS LLC	FUEL	6,686.27
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Equipment Maintenance

00420053	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	783.00
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00420159	CANTER BUYER PARENT LP	TIRES	274.22
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00420162	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	1,178.99
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00420190	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,854.97
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00420194	MATT BOTTI TOOLS LLC	SMALL TOOLS	1,097.82
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00420197	LIM AUTOMOTIVE SUPPLY INC	LICENSE-TRANSFER AND SERVICE	43.50
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00420203	OREILLY AUTO PARTS	PARTS	3,544.75
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00420226	WALNUT CREEK FORD	PARTS	5,677.96
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00420227	WINTER CHEVROLET CO	PARTS	334.43
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00951536	LEHR UPFITTER OPCO LLC	FIRMWARE UPDATE	55.80
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00951537	MIDWEST MOTOR SUPPLY CO INC	SUPPLIES	355.07
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573 Information Services Fund

Information Services

00420152	AT AND T MCI	MODEM	121.65
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Network Support & PCs

00420020	AMERICAN MESSAGING	PAGER AND PAGECOPY SERVICE	42.29
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00420027	AT AND T MCI	MODEM	198.55
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00420038	CANON FINANCIAL SERVICES	COPIER LEASE	122.02
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00420044	COMCAST	CONNECTION SERVICES	2,715.74
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00420045	COMCAST	CONNECTION SERVICES	306.80
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00420086	INSIGHT PUBLIC SECTOR INC	AZURE OVERAGES	174.83
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00420147	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	199.65
00420152	AT AND T MCI	MODEM	81.32
00951510	CARTER, RONN	MAY 2025 SERVICES	1,536.00
Telephone System			
00420152	AT AND T MCI	MODEM	2,252.27
GIS Support Services			
00420140	VERIZON WIRELESS	DATA USAGE	38.01
00420157	CALIFORNIA SURVEYING & DRAFTING	PRINTER INK	1,849.00
00951509	KOSMOS GEOSPATIAL LLC	CONSULTING SERVICES	4,593.00
Office Equipment Replacement			
00420023	AMS DOT NET INC	STORAGE PROJECT	471.99
00420147	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	634.93
00951512	DELL COMPUTER CORP	COMPUTER EQUIPMENT	396.85
577 Post Retirement Medical-Police Fund			
Non Departmental			
00420229	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00420231	RETIREE	MEDICAL AFTER RETIREMENT	1,550.85
00420237	RETIREE	MEDICAL AFTER RETIREMENT	1,622.64
00420241	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00420242	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00420243	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00420244	RETIREE	MEDICAL AFTER RETIREMENT	57.90
00420245	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00420247	RETIREE	MEDICAL AFTER RETIREMENT	1,956.51
00951546	RETIREE	MEDICAL AFTER RETIREMENT	4,135.60
00951552	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951553	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951554	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00951558	RETIREE	MEDICAL AFTER RETIREMENT	1,297.98
00951559	RETIREE	MEDICAL AFTER RETIREMENT	454.10
00951561	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951562	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00951564	RETIREE	MEDICAL AFTER RETIREMENT	1,343.97
00951567	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951569	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951576	RETIREE	MEDICAL AFTER RETIREMENT	1,112.90
00951577	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951582	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951584	RETIREE	MEDICAL AFTER RETIREMENT	965.00
00951586	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951589	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00951598	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951604	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951605	RETIREE	MEDICAL AFTER RETIREMENT	965.00
00951606	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951609	RETIREE	MEDICAL AFTER RETIREMENT	1,845.22
00951616	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951622	RETIREE	MEDICAL AFTER RETIREMENT	528.16



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00951623	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951624	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951627	RETIREE	MEDICAL AFTER RETIREMENT	637.88
00951635	RETIREE	MEDICAL AFTER RETIREMENT	185.08
00951636	RETIREE	MEDICAL AFTER RETIREMENT	676.68
00951637	RETIREE	MEDICAL AFTER RETIREMENT	2,003.22
00951638	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951650	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951654	RETIREE	MEDICAL AFTER RETIREMENT	1,511.35
00951657	RETIREE	MEDICAL AFTER RETIREMENT	2,503.00
00951661	RETIREE	MEDICAL AFTER RETIREMENT	668.70
00951663	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951664	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00951666	RETIREE	MEDICAL AFTER RETIREMENT	1,671.25
00951673	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951675	RETIREE	MEDICAL AFTER RETIREMENT	1,337.71
00951679	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951680	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951682	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951683	RETIREE	MEDICAL AFTER RETIREMENT	1,489.00
00951687	RETIREE	MEDICAL AFTER RETIREMENT	398.45
00951696	RETIREE	MEDICAL AFTER RETIREMENT	709.98
00951697	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951699	RETIREE	MEDICAL AFTER RETIREMENT	1,586.21
00951707	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951708	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951710	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951711	RETIREE	MEDICAL AFTER RETIREMENT	504.30
00951712	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951714	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951718	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951719	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951721	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951724	RETIREE	MEDICAL AFTER RETIREMENT	726.50
00951730	RETIREE	MEDICAL AFTER RETIREMENT	909.96
00951734	RETIREE	MEDICAL AFTER RETIREMENT	855.70
00951735	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00951737	RETIREE	MEDICAL AFTER RETIREMENT	30.66
00951739	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00420230	RETIREE	MEDICAL AFTER RETIREMENT	176.48
00420233	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00420234	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00420236	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00420239	RETIREE	MEDICAL AFTER RETIREMENT	304.59
00420240	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00420248	RETIREE	MEDICAL AFTER RETIREMENT	709.38



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00420249	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00420250	RETIREE	MEDICAL AFTER RETIREMENT	216.75
00951541	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951551	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951555	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00951557	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951560	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951566	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951571	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951574	RETIREE	MEDICAL AFTER RETIREMENT	161.20
00951575	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951578	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951579	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951580	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951583	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951590	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951595	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951597	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951599	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951600	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951601	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951602	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951603	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951611	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00951612	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951613	RETIREE	MEDICAL AFTER RETIREMENT	183.51
00951614	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00951615	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951620	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951621	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951629	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951630	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951634	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951640	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951645	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951646	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951647	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951649	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951651	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951652	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951658	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951660	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951665	RETIREE	MEDICAL AFTER RETIREMENT	405.00
00951668	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951672	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00951674	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951676	RETIREE	MEDICAL AFTER RETIREMENT	46.48
00951677	RETIREE	MEDICAL AFTER RETIREMENT	315.38



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00951681	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951684	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951686	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951690	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951695	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951698	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951703	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951716	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951722	RETIREE	MEDICAL AFTER RETIREMENT	220.00
00951723	RETIREE	MEDICAL AFTER RETIREMENT	309.46
00951726	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951733	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951736	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951738	RETIREE	MEDICAL AFTER RETIREMENT	315.38
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00420232	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00420235	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00420238	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00420246	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00420251	RETIREE	MEDICAL AFTER RETIREMENT	474.30
00420252	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00420253	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951556	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951563	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951565	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951568	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951570	RETIREE	MEDICAL AFTER RETIREMENT	185.08
00951572	RETIREE	MEDICAL AFTER RETIREMENT	136.69
00951573	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951581	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951585	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951587	RETIREE	MEDICAL AFTER RETIREMENT	56.00
00951588	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951591	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951592	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951593	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00951594	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951596	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00951607	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951608	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951610	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951617	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00951618	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951619	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951625	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00951626	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00951628	RETIREE	MEDICAL AFTER RETIREMENT	315.38



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00951631	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951632	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00951633	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951639	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951641	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00951642	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951643	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951644	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951648	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00951653	RETIREE	MEDICAL AFTER RETIREMENT	934.26
00951655	RETIREE	MEDICAL AFTER RETIREMENT	676.68
00951656	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951659	RETIREE	MEDICAL AFTER RETIREMENT	1,845.22
00951662	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00951667	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951669	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951670	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951671	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951678	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951685	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951688	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951689	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951691	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951692	RETIREE	MEDICAL AFTER RETIREMENT	136.69
00951693	RETIREE	MEDICAL AFTER RETIREMENT	429.00
00951694	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951700	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951701	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951702	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951704	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00951705	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951706	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951709	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00951713	RETIREE	MEDICAL AFTER RETIREMENT	339.76
00951715	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951717	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951720	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00951725	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951727	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951728	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951729	RETIREE	MEDICAL AFTER RETIREMENT	1,902.80
00951731	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951732	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
611	Water Fund		
Non departmental			
00420081	HAWTHORN VENTURES LLC	UNIFORMS	2,187.88
00420094	LIM AUTOMOTIVE SUPPLY INC	PARTS	559.40
00420128	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	459.11



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00420155	BISHOP CO	SUPPLIES	1,513.64
00420177	FASTENAL COMPANY	SUPPLIES	3,841.25
00420192	LOWES COMPANIES INC	SUPPLIES	141.45
00420201	OMEGA INDUSTRIAL SUPPLIES LLC	SUPPLIES	4,992.97
00951532	GEMPLERS INC	SUPPLIES	2,346.36
00951549	BRADY INDUSTRIES	JANITORIAL SUPPLIES	7,000.38
Water Supervision			
00420223	THOMPSON, DORA	CHECK REPLACEMENT	213.91
Water Production			
00420015	ALL SPEC SHEET METAL, INC	STAINLESS STEEL	600.88
00420017	ALLIED FLUID PRODUCTS CORP	GASKET	142.60
00420024	ANTIOCH ACE HARDWARE	SUPPLIES	383.17
00420038	CANON FINANCIAL SERVICES	COPIER LEASE	891.24
00420043	CLEAN LAKES INC	RESERVOIR TREATMENT	48,474.11
00420051	CONTRA COSTA COUNTY HEALTH SVCS	HAZMAT PERMIT	9,158.00
00420054	CONTRA COSTA WATER DISTRICT	RAW WATER	528,883.23
00420062	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	267.12
00420066	DEPARTMENT OF WATER RESOURCES	ANNUAL DAM FEE	10,858.00
00420071	FASTSIGNS	BUSINESS CARDS	757.14
00420073	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	1,502.34
00420076	FRUIT GROWERS LABORATORY, INC	TESTING	3,715.00
00420083	HOME DEPOT, THE	SUPPLIES	814.18
00420089	KARL NEEDHAM ENTERPRISES INC	SLUDGE HAULING	26,439.95
00420094	LIM AUTOMOTIVE SUPPLY INC	PARTS	369.77
00420097	MCMASTER CARR SUPPLY CO	PARTS	490.93
00420111	PACIFIC STAR CHEMICAL LLC	CHEMICALS	11,935.53
00420112	PERFORMANCE HEALTH HOLDINGS INC	SAFETY BUOYS	14,213.25
00420115	POLYDYNE INC	CHEMICALS	7,576.80
00420128	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	288.22
00420134	THE GUALCO GROUP INC.	PROFESSIONAL SERVICES	4,000.00
00420138	UNIVAR SOLUTIONS USA INC	CHEMICALS	79,409.21
00420139	VECTOR PROCESS SOLUTIONS, INC	DRESSER VALVES	6,064.58
00420140	VERIZON WIRELESS	DATA USAGE	38.01
00420142	VESTIS GROUP INC	WEEKLY SUPPLIES	113.16
00420144	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	3,887.80
00420152	AT AND T MCI	MODEM	827.19
00420176	EXPONENT INC	PROFESSIONAL SERVICES	1,742.50
00420180	FRUIT GROWERS LABORATORY, INC	TESTING	3,700.00
00420183	HAWTHORN VENTURES LLC	SAFETY SHOES- REYES, A	133.63
00420187	LAW OFFICE OF MATTHEW EMRICK	WATER RIGHTS LEGAL SERVICES	1,920.00
00420192	LOWES COMPANIES INC	SUPPLIES	879.77
00420213	REINHOLDT ENGINEERING CONSTR	UST INSPECTION	175.00
00951511	CHEMTRADE CHEMICALS US LLC	CHEMICALS	10,541.35
00951514	HACH CO	LAB SUPPLIES	1,321.38
00951520	ENLIGHTENED QUALITY ANALYTICS LLC	LAB ACCREDITATION	2,160.00
00951522	UBEO BUSINESS SERVICES	COPIER	11.39
00951533	HACH CO	LAB SUPPLIES	1,094.17
00951543	ENLIGHTENED QUALITY ANALYTICS LLC	LAB ACCREDITATION	2,240.00



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Water Distribution

00420035	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	20,437.50
00420077	FURBER SAW INC	GENERATOR	3,216.09
00420078	G AND S PAVING	SERVICE CUTS	26,438.88
00420101	NATEC INTERNATIONAL INC	TRAINING	975.00
00420107	JARED LEE ORTIZ	BACKFLOW BAGS	5,268.00
00420108	PACE SUPPLY CORP	HYDRANTS	22,409.69
00420128	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	63.13
00420152	AT AND T MCI	MODEM	31.58
00420156	BURROR, JUSTIN RYAN	EXPENSE REIMBURSEMENT	349.99
00420170	CWEA SFBS	MEMBERSHIP DUES	239.00
00420173	DELTA DIABLO	PARKS RECYCLE WATER FOR FEB	7,747.35
00420181	FURBER SAW INC	GENERATOR	3,182.74
00420182	G AND S PAVING	SERVICE CUTS	33,884.59
00420183	HAWTHORN VENTURES LLC	UNIFORMS	240.94
00420192	LOWES COMPANIES INC	SMALL TOOLS	2,013.72
00420220	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	7.00
00951516	INFOSEND INC	PRINT AND MAIL SERVICES	1,365.96
00951528	BADGER METER INC	METERS	1,728.93
00951532	GEMPLERS INC	SUPPLIES	62.54
00951545	UBEO BUSINESS SERVICES	COPIER	1,112.28

Public Buildings & Facilities

00420029	BLUE-WHITE INDUSTRIES	CHEMICAL PUMP	30,772.99
00420154	BAY AREA AIR QUALITY MGMT DIST	ANNUAL PERMIT FEE	1,263.00
00420160	CDM SMITH INC	PROFESSIONAL SERVICES	47,621.97
00951530	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	16,222.50

Water Systems

00420204	PACE SUPPLY CORP	METER BOX LIDS	29,669.82
00951528	BADGER METER INC	REGISTERS	109,953.70

621 Sewer Fund

Swr-Wastewater Administration

00420035	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	20,437.50
00420064	DELTA DIABLO	Q1 PROGRAM COST	18,090.49
00420078	G AND S PAVING	SERVICE CUTS	26,438.89
00420083	HOME DEPOT, THE	SUPPLIES	227.29
00420101	NATEC INTERNATIONAL INC	TRAINING	975.00
00420140	VERIZON WIRELESS	DATA USAGE	9.82
00420151	ANTIOCH ACE HARDWARE	SUPPLIES	127.39
00420152	AT AND T MCI	MODEM	64.41
00420158	CANON FINANCIAL SERVICES	COPIER LEASE	74.14
00420171	D2 TRAILER SALES AND SERVICE	TRAILER TO HAUL PUMPS	8,672.84
00420182	G AND S PAVING	SERVICE CUTS	33,884.59
00420192	LOWES COMPANIES INC	SUPPLIES	40.43
00420200	OFFICE DEPOT INC	OFFICE SUPPLIES	16.48
00951516	INFOSEND INC	PRINT AND MAIL SERVICES	1,365.98
00951519	SCOTTO, CHARLES W AND DONNA F	JULY 2025 RENT	5,350.00
00951532	GEMPLERS INC	SUPPLIES	62.54
00951540	OWEN EQUIPMENT SALES	PARTS	1,230.90



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00951545	UBEO BUSINESS SERVICES	COPIER	161.53
631	Marina Fund		
	Marina Administration		
00420038	CANON FINANCIAL SERVICES	COPIER LEASE	218.85
00420192	LOWES COMPANIES INC	SUPPLIES	548.72
00420207	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	125.00
00420213	REINHOLDT ENGINEERING CONSTR	UST INSPECTION	175.00



AS HOUSING SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT
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227 **Housing Fund**
Housing

00420145	WINTER NIGHTS FAMILY SHELTER INC	Q3FY24-25 WNSPP HS REIMB	15,350.05
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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 8, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Toby Beach, Collection Systems Superintendent

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

SUBJECT: Award of a Maintenance Services Agreement to Con-Quest Contractors, Inc. for On-Call Underground Water, Sewer, or Storm Repair Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution awarding a three (3) year Maintenance Services Agreement to Con-Quest Contractors, Inc. for on-call underground water, sewer, or storm repair services in the amount of \$500,000 per fiscal year, with possible two (2), one (1) year extensions for a five (5) year total amount not to exceed \$2,500,000, and authorize the City Manager or designee to execute the agreement in a form approved by the City Attorney.

FISCAL IMPACT

Funding for the Underground Repair Services is included in the Fiscal Year 2025/26 Water and Sewer Enterprise Fund budgets, and will be included in the upcoming Fiscal Year 2026/27 and Fiscal Year 2027/28 Water and Sewer Enterprise Fund budgets. The annual purchase order for this contract is not to exceed \$1,500,000 over the three-year period. Additional funding for the option to extend Fiscal Year 2028/29 in the amount \$500,000 and Fiscal Year 2029/30 in the amount of \$500,000 will be requested as part of the City's biennial budget process.

DISCUSSION

This Maintenance Services Agreement ensures that specialized and emergency repairs are carried out as needed for the City's water, sewer, and storm lines. Specialized repairs include, but are not limited to, repairs made at depths of 15 feet or more which require specialized equipment, confined space entry inspections and repairs which require specialized training and equipment in compliance with federal and state regulations, as well as on-call emergency repairs due to unforeseen events such as severe weather storms. In addition, having a qualified contractor on-call for these types of services ensures a proactive approach to the maintenance of the City's utility infrastructure by minimizing the downtime of essential services such as potable water for the residents of Antioch and potential liability exposure to the City by reducing the number of sanitary sewer overflows which could infiltrate into our creeks and river.

On August 13, 2024, Council approved awarding the agreement to Advanced Trenchless Inc. However, the vendor was unable to secure the required bond, so staff had to restart the request for qualifications (RFQ) process.

On April 16, 2025, staff submitted an RFQ for on-call underground water, sewer, or storm repair services through the local newspaper, builders' exchanges, and City's website. On May 16, 2025, four statements of qualifications were received. Based on the content of the qualifications, staff determined Con-Quest Contractors, Inc. provides the best value for the services.

Staff recommends awarding the agreement to Con-Quest Contractors, Inc. as described in the Draft Maintenance Services Agreement attached hereto as Exhibit "1" to the Resolution.

ATTACHMENTS

- A. Resolution
Exhibit 1 - Draft Maintenance Services Agreement
- B. Evaluation of Qualifications
- C. Request for Qualifications

ATTACHMENT "A"

RESOLUTION NO. 2025/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING A MULTI-YEAR MAINTENANCE SERVICES AGREEMENT FOR ON-
CALL UNDERGROUND WATER, SEWER, OR STORM REPAIR SERVICES TO
CON-QUEST CONTRACTORS, INC. AND AUTHORIZING THE CITY MANAGER OR
DESIGNEE TO EXECUTE THE AGREEMENT**

WHEREAS, this Maintenance Services Agreement ensures that specialized and emergency repairs are carried out as needed on the City's water, sewer, and storm lines;

WHEREAS, specialized repairs include, but are not limited to, repairs made at depths of 15 feet or more which require specialized equipment, confined space entry inspections and repairs which require specialized training and equipment in compliance with federal and state regulations, as well as on-call emergency repairs due to unforeseen events such as severe weather storms;

WHEREAS, having a qualified contractor on-call for these types of services ensures a proactive approach to the maintenance of the City's utility infrastructure by minimizing the downtime of essential services such as potable water for the residents of Antioch and potential liability exposure to the City by reducing the number of sanitary sewer overflows which could infiltrate into our creeks and river;

WHEREAS, on August 13, 2024, the City Council approved awarding the agreement to Advanced Trenchless Inc. However, the vendor was unable to secure the required bond, so staff had to restart the request for qualifications (RFQ) process;

WHEREAS, on April 16, 2025, staff submitted an RFQ for on-call underground water, sewer, or storm repair services through the local newspaper, builders' exchanges, and City's website;

WHEREAS, on May 16, 2025, four statements of qualifications were received. Based on the content of the qualifications, staff determined Con-Quest Contractors, Inc. provides the best value for the services; and

WHEREAS, the City Council has considered awarding the agreement to Con-Quest Contractors, Inc. as described in the Draft Maintenance Services Agreement attached hereto as Exhibit "1".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby adopts a resolution awarding a three (3) year Maintenance Services Agreement to Con-Quest Contractors, Inc. for on-call underground water, sewer, or storm repair services in the amount of \$500,000 per fiscal year, with possible two (2), one (1) year extensions for a five (5) year total amount not to exceed \$2,500,000, and authorizing the City Manager or designee to execute the agreement in a form approved by the City Attorney.

RESOLUTION NO. 2025/***

July 8, 2025

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* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "1"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this **8th** day of **July, 2025** ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **Con-Quest Contractors, Inc., a CORPORATION**, with its principal place of business at **880 Mitten Road, Suite 105, Burlingame, CA 94010** ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **On-Call Underground Water, Sewer, or Storm Repair** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **On-Call Underground Water, Sewer, or Storm Repair RFP 968-0516-25** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Underground Water, Sewer, or Storm Repair** maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 The term of this Agreement shall be from **July 1, 2025 to June 30, 2028, with possible two (2), one (1) year extensions from July 1, 2028 to June 30, 2029 and July 1, 2029 to June 30, 2030**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be

EXHIBIT "1"

performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Toby Beach, Collections/NPDES Superintendent**, and **Shaun Connelly, Water Distribution Superintendent**, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Alex Baranoff, Project Manager**, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

EXHIBIT "1"

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same

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verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth

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in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

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

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

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety

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with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13.5 Bond Amounts. Notwithstanding Sections 3.2.13.1 and 3.2.13.2, the City may, in its sole discretion, allow for any required Performance or Payment Bonds to be provided in increments of \$100,000 of work. Once the Contractor has performed work valued at 80% of the bonded amount, the Contractor shall obtain additional bonds to cover the next \$100,000 of work. This process shall continue consecutively throughout the term of the Agreement, up to the total, not-to-exceed compensation indicated in this Agreement. At no time shall work be performed without the required bonding in place. The Contractor is solely responsible for ensuring that all work complies with the bonding requirements set forth herein.

Alternatively, the City may, in its sole discretion, allow for any required Performance or Payment Bonds to be provided annually based on the yearly Agreement amount rather than the total not-to-exceed compensation. In such cases, the bond amount shall be equal to the compensation authorized for each "Contract Year." For purposes of this Agreement, a "Contract Year" shall be defined as a consecutive 12-month period beginning on the Effective Date of the Agreement or any anniversary thereof. At no time shall work be performed that exceeds the bonded annual amount within any given Contract Year, unless the Contractor has secured and provided to the City an additional bond covering the excess amount. The Contractor is solely responsible for ensuring that all work within each Contract Year does not exceed the bonded amount or that additional bonding is obtained as necessary.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Thousand Dollars (\$500,000) per fiscal year for a total contract amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) over the course of three years with possible two (2), one (1) year extensions for a five (5) year total amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000)** without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the

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execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 **Termination of Agreement.**

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

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

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

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

3.5 General Provisions.

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

Contractor:

Alex Baranoff
Con-Quest Contractors, Inc.
880 Mitten Road, Suite 105
Burlingame, CA 94010

City:

Toby Beach, Collections/NPDES Superintendent
Shaun Connelly, Water Distribution Superintendent
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in

EXHIBIT "1"

connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

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

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

EXHIBIT "1"

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

EXHIBIT "1"

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND CON-QUEST CONTRACTORS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **8th** day of **July, 2025**.

CITY OF ANTIOCH

Approved By:

Bessie Marie Scott
City Manager

ATTEST:

Melissa Rhodes
City Clerk

CON-QUEST CONTRACTORS

Signature

Name

Title

Approved As To Form:

Derek Cole
Interim City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Scope Of Work

Contract Duration

The City of Antioch is requesting bids for a (3) three-year contract with possible (2) two, (1) one-year extensions for the complete repair of water, sewer/storm infrastructure within the City of Antioch on an **as-needed basis**. Scheduled work will be Monday through Friday between 7am and 4pm on an as-needed basis. The City of Antioch will provide the location of assets in need of repair and the contractor must have a crew ready to dig at the site within 72 hours of receiving the location.

Emergency Work

There may be instances where emergency work must be completed. Contractor must respond to the City within **24 hours** of notification and have a crew ready to dig as soon as major utilities are marked. Emergency work may be completed outside the specified hours. Any other type of emergency work will be paid for on a time and material basis.

The type of pipe being repaired may vary from metal, VCP, ACP, CIP, RCP, DIP, PVC, and copper pipe. The pipe sizes will vary from 1" to 33" and the pipe depth will range from 1' to 20' and up. Any repairs made must meet the City of Antioch's Construction Details. Any work done in the street or other City rights of way will require an encroachment permit. The permit will be of no cost to the contractor. The work to be done consists of the removal and replacement of damaged or broken water, sewer or storm pipe, existing service connections, rehabilitation of existing sewer or storm manholes, and rehabilitation of existing catch basins. The work includes, but is not limited to, trenching (**trenchless repairs are also acceptable**), removal, replacement and disposal of existing water mains, water laterals connections, water valves, sewer/storm lines, sewer/storm manholes, sewer lateral connections, asphalt concrete pavement, aggregate base, traffic control, other miscellaneous work, and all labor, material, equipment, and transportation necessary for the project, and as described in these documents.

Contractor To Provide

A safe, motivated, and skilled crew capable of productively making the specified water, sewer/storm repairs in a highly efficient and productive manner. Contractor shall also be responsible for completing all aspects of the job including but not limited to labor, materials, equipment, notification, traffic control and any other incidentals required to complete the work safely and efficiently. The contractor will be required to replace or redo any portion of the work that does not meet the approval of the City. The City of Antioch will be the sole judge of the quality of the work. All punch list work or redo's will be at the complete expense of the contractor. At least one crew member must be able to communicate with City staff in English both verbally and in writing. Contractor's crew members must act professionally and communicate with City customers in a polite and courteous way at all times. If quality or conduct does not meet our standards, the City will, at its own discretion, stop the job and move to the next responsible bidder.

1. Posting / No Parking: It will be the contractor's responsibility to post any and all locations for "No Parking" a minimum of 48 hours in advance of work. The City will provide the "No Parking" signs to the contractor at no cost. All signs not used must be returned to the City at the end of the project.

2. Traffic Control / Job Site Responsibility: Contractor to be fully responsible for all traffic control and safety of project areas until the project is fully complete. Contractor will abide by all Cal Trans specified traffic control standards and submit a traffic control plan and gain approval prior to the start of work. Traffic control flaggers may be needed to complete some of the specified locations, the contractor must be prepared to provide this operation.
3. Safety Standards: Items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), Federal, State and local requirements, in addition to requirements of appropriate safety standard organizations.

Other Information

1. Contractor will be compensated for time and material when rare and unusual working conditions are apparent. The City of Antioch will be the sole judge of what is "rare" and "unusual" working conditions.
2. Contractor will not leave any job incomplete over a 24 hour period without written permission from the City of Antioch.
3. The City of Antioch may choose to retain a minimum of two contractors, one primary and one back-up, in case of emergencies.

EXHIBIT "B"

SCHEDULE OF SERVICES

SEE EXHIBIT "A" FOR SCHEDULE

EXHIBIT "C" **COMPENSATION**

OFFICIAL BID SUBMITTAL

PAGE 2 OF 7

INITIAL HERE PL

I. Fee Submittal

CITY OF ANTIOCH
ON-CALL UNDERGROUND WATER, SEWER, OR STORM REPAIR SERVICES
RFP No. 988-0516-25

Your Company Name: Con-Quest Contractors, Inc.

Contact Name: Paul N. Loukianoff

Contact Phone: 415-2060524

Contact Email: bidday@cqcontractors.com

A.) PIPE REPAIR (\$/LINEAL FOOT) Please provide an itemized hourly rate for emergency services to include employee and equipment. **(PLEASE ASSUME ALL REPAIRS WILL BE TAKING PLACE IN THE STREET AND ARE FOR AN 8 HOUR DAY WHEN QUOTING. PLEASE ALSO FACTOR IN ANY MOBILIZATION CHARGES WHEN PROVIDING PRICING.)**

FEE PROPOSAL FORM

ITEM NO.	UNIT OF MEAS	DESCRIPTION/ UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES
1	\$ PER HR	BASIC CREW - NORMAL WORKING HOURS \$	\$- 742.00
2	\$ PER HR	BASIC CREW - OVERTIME (EVENINGS AND SATURDAYS) \$	\$- 881.00
3	\$ PER HR	BASIC CREW - DOUBLE TIME (SUNDAYS AND HOLIDAYS) \$	\$- 1,020.00
4	\$ PER HR	ADDITIONAL LABORER - EACH \$	\$- 13.00
5	\$ PER HR	ADDITIONAL OPERATOR - EACH \$	\$- 147.00
6	\$ PER HR	ADDITIONAL DRIVER W/DUMP TRUCK \$	\$- 184.00
7	\$ PER HR	MAINTENANCE & PROTECTION OF TRAFFIC \$	\$- 235.00
8	PER SF	PVMT RESTORATION - TRENCH (UP TO 200 SF) *see pvmt spec \$	\$- 14.00
9	PER SF	PVMT RESTORATION-TRENCH (OVER 200 SF) *see pvmt spec \$	\$- 10.00
		* Pavement Restoration Specification -Trench 12 in. Type 2 Subbase, 3 inch 19mm Binder, 1-1/2 inch 9.5mm Top	

CONFIDENTIAL AND PRIVELEGED INFORMATION
NOT FOR DISTRIBUTION

CITY OF ANTIOCH - ON CALL SERVICES

CON-QUEST CONTRACTORS, INC.

5/16/2025

EQUIPMENT RATES TO BE PER CURRENT CAL-TRANS

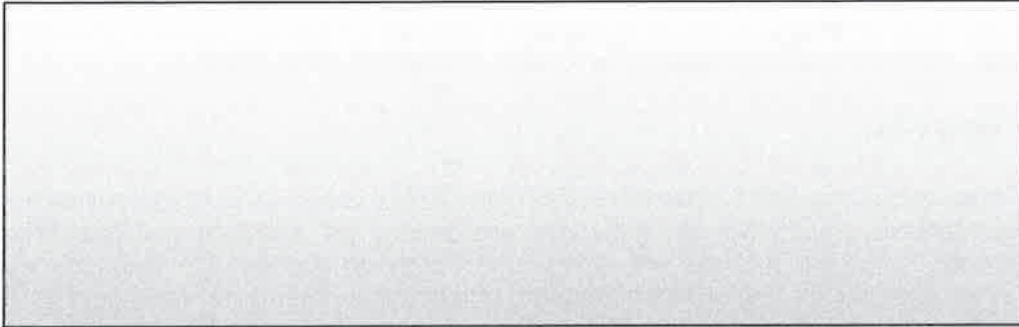


EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

____ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
 X Performance Bond
 X Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price, or as otherwise specified and agreed to by the City in writing in its sole discretion pursuant to Section 3.2.13.5. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

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

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

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

___ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

X **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

___ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ATTACHMENT "E"

SAMPLE

PAYMENT BOND

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

**On-Call Underground Water, Sewer, or Storm Repair Services
RFP No. 968-0516-25**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as "City") and _____, (hereinafter referred to as "Principal") have entered into a Contract for the _____; and

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 3248 of the Civil Code,

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over the Employment Development Department from the wages of employees of the Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, the Surety will pay for the same and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will insure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns if any suit is brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Signatures on next page

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title

PERFORMANCE BOND

SAMPLE

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

**On-Call Underground Water, Sewer, or Storm Repair Services
RFP No. 968-0516-25**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as "City") has entered into a Contract with _____, (hereinafter referred to as "Principal"), for construction of the _____ (the "Contract"); and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond of faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the City, in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the City or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release, or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or
2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing, or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and

severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

*Note:
To be signed by Principal
and Surety and acknowledgment and
notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title

ATTACHMENT "B"

ON CALL UNDERGROUND WATER, SEWER, OR STORM REPAIR SERVICES
RFP #968-0516-25
Evaluation of Qualifications

RATER 1 100 Points	RATER 2 100 Points	RATER 3 100 Points	AVERAGE	
100	85	86	90.33	Con-Quest Contractors, Inc.
80	70	68	72.67	Murgreen Environmental Company
12	0	63	25.00	Norgo Engineering
12	0	63	25.00	JNG Pipeline Construction Inc.



DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL

UNDERGROUND REPAIR SERVICES

PROPOSAL NO. 968-0701-24

City of Antioch
Maintenance Service Center
1201 W. 4th St.
Antioch CA, 94509

Release Date: May 30, 2024

Proposals Due: July 1, 2024, by 2:00 P.M.

CITY OF ANTIOCH

NOTICE INVITING PROPOSALS, RFP NO. 968-0701-24 UNDERGROUND REPAIR SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received until **2:00 pm, July 1, 2024** at 1201 W. 4th St. Antioch, CA 94509, for the furnishing to the City of Antioch ("City") of ***Underground Repair Services***.

Interested parties may obtain copies of the above captioned Request for Proposals ("RFP") at the City's website accessible at the following web address: www.antiochca.gov/rfps/ and the following boards: Construction Bidboard (Ebidboard) www.ebidboard.com, Dodge Data & Analytics www.construction.com, Marin Builders Association www.marinbuilders.com, Placer County Contractors Association & Builders Exchange Website: www.pccamembers.com, Bay Area Builders Exchange www.bayareabx.com, Peninsula Builders Exchange www.safetystar.org/safetystar, Builders' Exchange of San Joaquin <http://www.bxsi.org>.

The successful Proposer will be required to furnish the City with a Performance Bond equal to 100% of contract price, and a Payment Bond equal to 100% of the contract price, prior to execution of the Agreement. Sample bonds incorporated into this RFP as Attachment "E".

All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in San Bernardino County for each craft or type of worker needed to execute the Agreement, copies of which are on file and will be made available to any interested party online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful Proposer at the job site. The successful Proposer, and all its subcontractor(s), shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Agreement, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor will any contract be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the proposer, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Proposer's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under the Agreement and applicable law in its proposal.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Proposers are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Proposers must provide, with their proposal, copies of Proposer's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Proposal non-responsive.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of services. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

**CITY OF ANTIOCH
REQUEST FOR PROPOSALS
RFP NO. 968-0701-24
UNDERGROUND REPAIR SERVICES**

I. BACKGROUND AND INTRODUCTION

The City of Antioch ("City") is requesting proposals from qualified firms for **Underground Repair Services** ("Services"), which shall be provided under the general direction of the Collection Systems Superintendent and Water Distribution Superintendent or their designees.

II. REQUEST FOR PROPOSALS

A. Scope of Services; Maintenance Services Agreement

The Services sought under this RFP are set forth in more detail in **Attachment "A,"** attached hereto and incorporated herein by this reference.

The City intends to enter into an agreement with the successful Proposer for the Services using the Maintenance Services Agreement ("Agreement") form attached to this RFP as **Attachment "C"** and incorporated herein by this reference. Proposers should review the Agreement and be familiar with its terms. As part of the proposal, Proposers must agree to enter into the Agreement in the form attached as **Attachment "C"**.

B. Content and Format of Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be in the following order and shall include the following. Where specified, Proposers must use the forms provided by the City.

1. Executive Summary: (limit: 1 page) Summarize the content of your firm's proposal in a clear and concise manner.
2. Table of Contents: (limit: 1 page)
3. Identification of Proposer: (limit: 1 page)
 - a. Legal name and address of the company.
 - b. Legal form of company (i.e. partnership, corporation).
 - c. If company is a wholly owned subsidiary of a "parent company," identify the "parent company."
 - d. Name, title, address, and telephone number of the proposed representative to contact concerning the Proposal Submittal.
 - e. California Business Entity Number
 - f. DIR Number
 - g. Contractor's License Number
4. Staffing Resources: (limit: 1 page)
 - a. Firm Staffing and Key Personnel
 - (i) Provide the number of staff to be assigned to perform the Services and the discipline/job title of each on: (1) a regular work week (Mon-Fri), (2)

weekends, and (3) holidays, as well as your firm's capacity to provide additional personnel as needed.

- (ii) Identify three (3) persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
- (iii) Describe proposed team organization, including identification and responsibilities of key personnel. Please include one-page resumes.

b. Subcontractors/Subconsultants

- (i) The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor / sub-consultant that is anticipated to perform each function, if known at this time.

5. Fiscal Stability: (limit: 1 page - not including supporting documentation)

a. The Proposer should provide evidence of corporate stability including:

- (i) A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- (ii) A letter from a financial institution stating a current line of credit; and

6. Experience and Technical Competence: (limit: 5 pages)

a. Experience

- (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
- (ii) For the staff to be assigned to perform the Services, describe their past experience in performing similar services.
- (iii) The Proposer shall state the number of years the firm has conducted business. Proposer must have at least four (4) years' experience in providing the required scope of Services for public clients.
- (iv) Provide three (3) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) organization name, contact name, phone number, e-mail address; and (2) project size and description of services.
- (v) Describe the firm's local experience and knowledge of City's operations.
- (vi) Describe your existing customer service program: (1) how you would monitor customer satisfaction; and (2) how will complaints be resolved. Describe your plan for quality control.
- (vii) Describe your plan to ensure proper communication between your representative and the City's representative.
- (viii) Describe in detail your Safety Program.

b. Project Specific Experience

- (i) The Proposer shall provide a description of the three most relevant service contracts held by the firm within the last five years, one (1) page per project, to include:
 - (a) Role of the firm
 - (b) Dollar value of the services
 - (c) Description of services
 - (d) Staffing
 - (e) Duration of providing services
 - (f) Relationship to client
 - (g) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
- (ii) If any of the following has occurred, please describe in detail:
 - (a) Failure to enter into a contract once selected or awarded the contract.
 - (b) Withdrawal of a proposal as a result of an error.
 - (c) Termination or failure to complete a contract prior to the expiration of the contract.
 - (d) Debarment by any municipal, county, state, federal or local agency.
 - (e) Involvement in litigation, arbitration, or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or performance of services. Knowing concealment of any deficiency in the performance of a prior contract.
 - (f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
 - (g) Willful disregard for applicable rules, laws, or regulations.

Information regarding any of the above may, at the sole discretion of the City, be deemed to indicate an unsatisfactory record of performance.

c. Technical Competence

- (i) Inventory and description of all equipment to be used to perform Underground Repair Services.
- (ii) Ability to draw upon multi-disciplinary staff to address the Services requested in this RFP.

- 7. Proposed Method to Accomplish the Work: (limit: 2 pages) Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, goals of the City, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described in **Attachment "A,"** the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.
- 8. Fee Submittal: (must be submitted on the City's Fee Submittal forms/rate sheets included in **Attachment "B"**). Proposers must provide a total lump-sum, not-to-exceed fee proposal for the full scope of Services using the City's Fee Submittal Forms, including lump sum, not-to-exceed fee proposals by location and service years. Proposers must also provide rates for Additional Work, on the applicable portion of the City's Fee Submittal form.

9. Proposer Acknowledgment Form: (must be submitted on the City's Proposer Acknowledgment Form included in **Attachment "B"**). Proposers must acknowledge that they have reviewed and agree to the City's form of Agreement and have reviewed and can meet all insurance requirements and bonding requirements, without exception, using the City's Proposer's Acknowledgment Form.
10. Litigation: (limit: 1 page) Provide litigation history for any claims filed by your firm or against your firm related to the provision of any services in the last five (5) years.
11. Other Information: (limit: 1 page) This section shall contain all other pertinent information regarding the following:
 - a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
12. DIR Registration Form: (must be submitted on the City's DIR Registration form included in **Attachment "B"**). Proposers must sign and submit with their proposals the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein.
13. CARB – Fleet Certification: (must be submitted on the City's Fleet Certification form included in **Attachment "B"**.) Proposers must sign and submit with their proposals the Fleet Certification on the form provided, attesting to the facts contained therein.

C. Selection Process

1. City will evaluate responsive proposals based on the following criteria:
 - a. Clarity and conformance of proposal to RFP.
 - b. Content of the proposal.
 - c. Proposer's experience and performance.
 - d. Team members' experience and performance.
 - e. Fee submittal.
 - f. Reference Checks.
2. Award, if made, will be made to the Proposer offering the most advantageous proposal after consideration of all evaluation criteria set forth above pursuant to the scoring table included below. An evaluation committee will be established by the City for purposes of scoring proposals. The City shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the City after all factors have been evaluated.

EVALUATION CRITERIA	Weighted %
Fee Submittal	40%
Project Understanding – Good understanding of the Services; demonstrated knowledge of Services required; clear explanation and understanding of City's needs.	20%
Qualifications & Experience – Demonstration of underground repair maintenance service expertise and evidence of at least five (5) years' experience in performing similar work with strong references.	30%
Level of Effort – Initiative, effectiveness, responsiveness, level of effort, and completeness of the proposal indicating that the Proposer will provide the Services required.	10%

3. It is the City's intent to select the firm providing the best value to the City, as determined in accordance with this RFP. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain firms may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the City's research and investigation. Upon selection of a firm, the City intends to award a contract in the form attached to this RFP as Attachment "C". If the successful firm refuses to enter into the Agreement, the City, in its sole discretion, may proceed to award the Agreement to the next most qualified firm.
4. City staff will make the final recommendation to the City's governing body concerning the proposed Agreement. The City's governing body has the final authority to approve or reject the Agreement.

D. Protests

1. Protest Contents: Proposer may protest a contract award if the Proposer believes that the award was inconsistent with City policy or this RFP is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 2:00 p.m. of the fifth business day after notification of the contract award will be rejected by the City as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
2. City Review: The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

E. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	May 30, 2024
Last Day to Submit Questions for Clarification received by the City on or before 2:00 pm	June 13, 2024
Clarifications Issued by City on or before 2:00 pm	June 20, 2024
Deadline for Receipt of Proposals submitted on or before 2:00 pm	July 1, 2024
Notification of Finalist(s)	July 3, 2024
Notification of Intent to Award	July 8, 2024
Recommendation of Award to City Council	July 23, 2024

The above scheduled dates are tentative, and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the above-described Services and City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

F. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in Section II.B to allow the City to fully evaluate and compare the proposals. All requirements and questions in the RFP should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, qualifications, number of qualified employees, business organization and financial resources are adequate to perform the Services according to the terms of the Agreement.
2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of the proposal.
3. Site Examination: Proposers are encouraged to review City's infrastructure and determine the local conditions which may in any way affect the performance of the Services; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the Services; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

4. **Number of Copies:** One original, with ink signatures, and two copies of the response to this Request for Proposal (RFP) must be **sealed** and must clearly display the Proposer's business name, and Proposal No.
5. **Authorization:** The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.
6. **Confidentiality of Proposal:** Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful proposer have completed negotiations and the agenda recommending approval of the Agreement has been published, or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the Proposer or any other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

7. **Delivery:** The proposal must be received pursuant to the following instructions no later than **2:00 pm local time**, on or before **July 1, 2024**.

Proposals must be submitted physically to the Maintenance Center at 1201 W. 4th St. Antioch, CA 94509. **Three** copies: one original signed in ink and two copies must be **sealed** and must clearly display the Proposer's business name, and Proposal No.

Should a proposer find discrepancies in, or omissions from the specifications, or should proposer be in doubt as to their true meaning, proposer shall submit a formal request to the Public Works Department for an interpretation thereof prior to the Proposal opening to the attention of Toby Beach at tbeach@antiochca.gov and Shaun Connelly at sconnelly@antiochca.gov. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposal documents, will be made only by an addendum published on the City's website and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations. **Technical questions or requests shall be submitted no later than June 13, 2024, and will be answered by June 20, 2024.**

Miscellaneous

8. **Exceptions Certification to this RFP:** In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the attached Agreement and, in particular, the insurance and indemnification provisions therein.

9. Amendments to Proposals: No amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to City prior to the proposal due date and time.
10. Cancellation of RFP: City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.
11. Price Validity: Prices provided by Proposers in response to this RFP are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until any negotiations are complete and the contract is awarded.
12. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or any part of this RFP.
13. Requests for Clarification: All requests for information and/or clarification must be emailed to the Collection Systems Superintendent Toby Beach at tbeach@antiochca.gov and Water Distribution Superintendent Shaun Connelly at sconnelly@antiochca.gov no later than 2:00 p.m., June 13, 2024. Answers to all questions will be published to the City's website at www.antiochca.gov/rfps/ on June 20, 2024 by 2pm. Each Proposer is responsible for ensuring that it has received all addenda, clarifications, supplemental information, and responses to questions prior to submitting a proposal; these will be signed and included with the rest of the submission.
14. Right to Negotiate and/or Reject Proposals: City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and City intends to negotiate only with the Proposer(s) whose proposal most closely meets City's requirements at the lowest estimated cost. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.
15. Non-Discrimination: The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.
16. Prevailing Wage: Proposers shall take cognizance of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws.
17. Fleet Compliance: The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Proposers must submit, with their proposals, valid Certificates of Reported Compliance ("CRC") for the Proposer's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Proposers must additionally complete and submit the Fleet Compliance Certification, included in the Proposal Documents. Failure to provide a CRC for the Proposer, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the proposal non-responsive.

Publication Date of RFP: *May 30, 2024*

Attachment "A"

III. SPECIFICATIONS

Hours Of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative.

Payments & Invoicing

Invoices must list the City issued purchase order number and be itemized as per the bid submittal worksheet including the location line-item numbers. Any City approved changes must be listed on the invoice separately. All information is to be provided in email format and paper copy if directed so.

Bonds

The successful bidder shall be required to furnish a Performance Bond and a Payment Bond, both in the amount of one hundred percent (100%) of the Total Bid Price.

City To Provide

- Inspection (unless notified otherwise).
- General direction and specific instructions when needed.
- Locations with maps of areas that need repair.
- Disposal site will be provided to contractor within twelve miles of the work locations.

Scope Of Work

The City of Antioch is requesting bids for a (3) three-year contract with possible (2) two, (1) one-year extensions for the complete repair of water, sewer/storm infrastructure within the City of Antioch on an **as-needed basis**. Scheduled work will be Monday through Friday between 7am and 4pm on an as-needed basis. The City of Antioch will provide the location of assets in need of repair and the contractor must have a crew ready to dig at the site within 72 hours of receiving the location. The type of pipe being repaired may vary from metal, VCP, ACP, CIP, RCP, DIP, PVC, and copper pipe. The pipe sizes will vary from 1" to 33" and the pipe depth will range from 1' to 20' and up. Any repairs made must meet the City of Antioch's Construction Details. Any work done in the street or other City rights of way will require an encroachment permit. The permit will be of no cost to the contractor.

There may be instances where emergency work must be completed. Contractor must respond to the City within 24 hours of notification and have a crew ready to dig as soon as major utilities are marked. Emergency work may be completed outside the specified hours. Any other type of emergency work will be paid for on a time and material basis.

The work to be done consists of the removal and replacement of damaged or broken water, sewer or storm pipe, existing service connections, rehabilitation of existing sewer or storm manholes, and rehabilitation of existing catch basins. The work includes, but is not limited to, trenching (**trenchless repairs are also acceptable**), removal, replacement and disposal of existing water mains, water laterals connections, water valves, sewer/storm lines, sewer/storm manholes, sewer lateral connections, asphalt concrete pavement, aggregate base, traffic control, other miscellaneous work, and all labor, material, equipment, and transportation necessary for the project, and as described in these documents.

Contractor To Provide

A safe, motivated, and skilled crew capable of productively making the specified water, sewer/storm repairs in a highly efficient and productive manner. Contractor shall also be responsible for completing all aspects of the job including but not limited to labor, materials, equipment, notification, traffic control and any other incidentals required to complete the work safely and efficiently. The contractor will be required to replace or redo any portion of the work that does not meet the approval of the City. The City of Antioch will be the sole judge of the quality of the work. All punch list work or redo's will be at the complete expense of the contractor. At least one crew member must be able to communicate with City staff in English both verbally and in writing. Contractor's crew members must act professionally and communicate with City customers in a polite and courteous way at all times. If quality or conduct does not meet our standards, the City will, at its own discretion, stop the job and move to the next responsible bidder.

1. Posting / No Parking: It will be the contractor's responsibility to post any and all locations for "No Parking" a minimum of 48 hours in advance of work. The City will provide the "No Parking" signs to the contractor at no cost. All signs not used must be returned to the City at the end of the project.
2. Traffic Control / Job Site Responsibility: Contractor to be fully responsible for all traffic control and safety of project areas until the project is fully complete. Contractor will abide by all Cal Trans specified traffic control standards and submit a traffic control plan and gain approval prior to the start of work. Traffic control flaggers may be needed to complete some of the specified locations, the contractor must be prepared to provide this operation.
3. Safety Standards: Items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), Federal, State and local requirements, in addition to requirements of appropriate safety standard organizations.

Other Information

1. Contractor will be compensated for time and material when rare and unusual working conditions are apparent. The City of Antioch will be the sole judge of what is "rare" and "unusual" working conditions.
2. The annual volume of work is scheduled to be up to **\$750,000**.
3. Contractor will not leave any job incomplete over a 24 hour period without written permission from the City of Antioch.
4. The City of Antioch intends to retain a minimum of two contractors, one primary and one back-up, in case of emergencies.

ATTACHMENT B

PROPOSAL SUBMITTAL FORMS

PROPOSAL NO. 968-0701-24 UNDERGROUND REPAIR SERVICES

The undersigned Proposer declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to Proposers. The undersigned proposer certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Proposer further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the proposer represents that he/she is competent, knowledgeable and has special skills on the nature, extent, and inherent conditions of the work to be performed. Proposer further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Proposer acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposal conform to all requirements listed in this document and drawings? _____
If NO, explain non-conforming specifications in detail on separate sheet.

Proposer has completed and submits with its proposal all forms included in Attachment "B" of the RFP, as follows:

- I. Fee Submittal
- II Non-Collusion Declaration
- III. Proposer Acknowledgement
- IV. Fleet Compliance Certification
- V. DIR Certification

Proposer has addressed all Proposer submission requirements set forth in RFP, Section II.B, Content and Format.

Terms or Cash Discount (if other than net 30 days)_____

Company Name_____

Contact Name_____

Title_____

Address_____

City/State/Zip_____

Telephone_____FAX_____

Email Address_____

Contractor's License No._____Exp. Date_____

City of Antioch Business License No._____Exp. Date_____

Signature_____Date_____

Proposal must be submitted in a sealed envelope with the proposal number, closing date, DIR number, and time on the outside envelope. Proposal must include all completed proposal forms, and all other content requirements specified in the RFP.

DELIVER PROPOSAL SUBMITTAL TO:
CITY OF ANTIOCH PUBLIC WORKS
PROPOSAL NO. 968-0701-24
1201 W 4TH STREET
ANTIOCH, CA 94509

I. Fee Submittal

CITY OF ANTIOCH
UNDERGROUND REPAIR SERVICES
RFP No. 968-0701-24

Your Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

A.) PIPE REPAIR (\$/LINEAL FOOT) Please provide an itemized hourly rate for emergency services to include employee and equipment. (PLEASE ASSUME ALL REPAIRS WILL BE TAKING PLACE IN THE STREET AND ARE FOR AN 8 HOUR DAY WHEN QUOTING. PLEASE ALSO FACTOR IN ANY MOBILIZATION CHARGES WHEN PROVIDING PRICING.)

FEE PROPOSAL FORM

ITEM NO.	UNIT OF MEAS	DESCRIPTION/ UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES
1	\$ PER HR	BASIC CREW - NORMAL WORKING HOURS \$	\$-
2	\$ PER HR	BASIC CREW - OVERTIME (EVENINGS AND SATURDAYS) \$	\$-
3	\$ PER HR	BASIC CREW - DOUBLE TIME (SUNDAYS AND HOLIDAYS) \$	\$-
4	\$ PER HR	ADDITIONAL LABORER - EACH \$	\$-
5	\$ PER HR	ADDITIONAL OPERATOR - EACH \$	\$-
6	\$ PER HR	ADDITIONAL DRIVER W/DUMP TRUCK \$	\$-
7	\$ PER HR	MAINTENANCE & PROTECTION OF TRAFFIC \$	\$-
8	PER SF	PVMT RESTORATION – TRENCH (UP TO 200 SF) *see pvmt spec \$	\$-
9	PER SF	PVMT RESTORATION-TRENCH (OVER 200 SF) *see pvmt spec \$	\$-
		* Pavement Restoration Specification -Trench 12 in. Type 2 Subbase, 3 inch 19mm Binder, 1-1/2 inch 9.5mm Top	

Additional Contractor Owned Equipment

Please use this section to list and provide rental rates for additional contractor owned equipment that would be required above and beyond the basic crew equipment accounted for in Attachment A. This is equipment that the contractor would note as required to complete the specific emergency repair when completing the **Work Plan** for the specific repair and is agreed to by the City. Please provide the following rates for each piece of equipment.

Hourly: used 7 or less hours

Daily: used 8 hours to 40 hours total

(Hours above 32 and up to 40 hours will be paid as a percentage of the daily rate)

Weekly used above 40 hours up to 160 hours total.

Monthly used over 160 hours total

Price includes all Contractor Profit and Overhead

II. NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH
UNDERGROUND REPAIR SERVICES

Bid No. 968-0701-24

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me by:

This _____ day of _____, 20_____

Notary Public

III. PROPOSER ACKNOWLEDGMENT FORM**REQUEST FOR PROPOSALS NO. 968-0701-24****FOR UNDERGROUND REPAIR SERVICES (RFP)**

To be awarded an agreement pursuant to this RFP, the successful Proposer must agree to enter into the City's Maintenance Services Agreement, without exception, in the form attached to the RFP as **Attachment "C"**.

To be awarded an agreement pursuant to this RFP, the successful Proposer must procure and maintain the types of insurance with coverage limits complying, at a minimum, with the limits set forth in **Attachment "D"** to the RFP.

To be awarded an agreement pursuant to this RFP, the successful Proposer must provide payment and performance bonds in the amounts and complying with the requirements set forth the RFP and as further detailed in the Agreement, in the forms attached as **Attachment "E"** to this RFP.

By signing this form, the Proposer certifies that (i) it has read, understands, and, if selected for award, will sign the Agreement in the form included in the RFP, without exception, and (ii) has read, understands and, if selected for award, will comply with the insurance requirements and payment and performance bond requirements, without exception, included in the RFP.

Failure to return this form may render the proposal nonresponsive.

Proposer Name: _____

Authorized Representative of Proposer:

Print Name: _____

Signature: _____

Date: _____

IV. FLEET COMPLIANCE CERTIFICATION

Proposer hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Proposer hereby certifies, subject to penalty for perjury, that the option checked below relating to the Proposer's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Proposer and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Proposer shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Proposer shall only operate the exempted vehicles in an emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Proposer: _____

Signature: _____

Name: _____

Title: _____

Date: _____

V. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information. No Bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Proposer: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Proposer is exempt pursuant to the small project exemption, Proposer further acknowledges:

1. Proposer shall maintain a current DIR registration for the duration of the Project.
2. Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Proposal is non-responsive.

Name of Proposer _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

ATTACHMENT "E"

SAMPLE

PAYMENT BOND

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

**Underground Repair Services
RFP No. 968-0701-24**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as "City") and _____, (hereinafter referred to as "Principal") have entered into a Contract for the _____; and

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 3248 of the Civil Code,

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over the Employment Development Department from the wages of employees of the Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, the Surety will pay for the same and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will insure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns if any suit is brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Signatures on next page

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

Note:

*To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title

PERFORMANCE BOND

SAMPLE

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

**Underground Repair Services
RFP No. 968-0701-24**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as "City") has entered into a Contract with _____, (hereinafter referred to as "Principal"), for construction of the _____ (the "Contract"); and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond of faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the City, in the sum of _____ Dollars (\$_____) lawful money of the United States, to be paid to the City or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release, or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or
2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing, or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and

severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

*Note:
To be signed by Principal
and Surety and acknowledgment and
notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name


Title

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 8, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie Marie Scott, City Manager 

SUBJECT: Resolution Approving the Second Amendment to the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in an Amount Not to Exceed \$60,000, for a total Agreement Amount of \$173,000 and Authorizing the City Manager or Designee to Execute the Amendment

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Second Amendment to the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in an Amount Not to Exceed \$60,000 for a total Agreement Amount of \$173,000 with a term ending December 31, 2025 and authorizing the City Manager or designee to execute the Second Amendment to the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in a form approved by the City Manager and City Attorney

FISCAL IMPACT

The City Manager's fiscal year 2026 General Fund budget has sufficient funding for this contract. The regular cost of these monthly services is \$15,000/mo, as shown in the original pricing listed agreed upon within her prior contract with the City. It should be noted that the consultant has agreed to reduce her monthly fee by \$5,000/mo in order to continue to aid this City with its executive leadership consulting needs, and we thank her for her commitment to our Directors, and to the City Council.

DISCUSSION

At the Regular Meeting of February 11, 2025, The City Council approved a Consultant Services Agreement with TM Consulting Inc. in an amount not to exceed \$75,000 with a term ending June 30, 2025. TM Consulting provides support, guidance, and advice in several areas, which is supplementing and enhancing the City Council's and Antioch Department Head's efficiency and effectiveness. TM Consulting Inc. has provided strategic communications services with City Council, the City Manager and Department Heads.

The City Council approved a First Amendment to the Agreement at the Regular Meeting of May 27, 2025 in the amount of \$38,000 to add additional support to build skills through in-person workshops with the City Council, the City Manager and Department Heads.

The proposed Second Amendment will extend the consultant services through December 31, 2025. Some of the tasks associated with the scope of work include, but are not limited to, professionalism, leadership, communication, trust building, increasing morale, delegating, conflict resolution, and increasing employee wellness. The scheduling of sessions with TM Consulting Inc. will be at the sole discretion of the City Manager.

ATTACHMENTS

- A. Resolution
- B. Tracy Miller Consulting Inc., Revised Scope of Work
- C. Original Scope of Work – February 2025

RESOLUTION NO. 2025/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SECOND AMENDMENT TO THE CONSULTING SERVICES
AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TM CONSULTING INC., IN
THE AMOUNT OF \$60,000 FOR A TOTAL AMOUNT NOT TO EXCEED \$173,000
AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE
AMENDMENT**

WHEREAS, on February 11, 2025, the City Council of the City of Antioch approved a Consulting Services Agreement with TM Consulting Inc., in an amount not to exceed \$75,000, with a term ending June 30, 2025;

WHEREAS, TM Consulting Inc. has provided valuable strategic planning, communications services and executive leadership support to the City Council, City Manager, and Department Heads to enhance the efficiency and effectiveness across City operations;

WHEREAS, on May 27, 2025, the City Council of the City of Antioch approved the First Amendment to the agreement in the amount of \$38,000 to add additional support to build skills through in-person workshops with the City Council and the City Manager and Department Heads;

WHEREAS, the City desires to extend the consultant services through December 31, 2025 with the scope of work to include continued strategic planning, executive leadership development, change management, organizational design, strategic communication, trust building, conflict resolution, and increased performance management and supervision to enhance morale, and employee wellness;

WHEREAS, the proposed Second Amendment to the Consulting Services Agreement increases the contract amount by \$60,000, for a total agreement amount not to exceed \$173,000, with the term continuing through December 31, 2025;

WHEREAS, sufficient funding for this amendment is included in the City Manager’s Fiscal Year 2026 General Fund budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby Approve the Second Amendment to the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in an Amount Not to Exceed \$60,000, for total amount of \$173,000 with a term ending December 31, 2025 and authorize the City Manager or designee to execute the Second Amendment to the Consulting Services Agreement between the City of Antioch and TM Consulting Inc., in a form approved by the City Manager and City Attorney.

* * * * *

RESOLUTION NO. 2025/**

July 8, 2025

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH



COMMUNICATIONS COACHING AND STRATEGIC PLANNING FOR CITY LEADERS AND CITY COUNCIL

DESCRIPTION:

City Council members and City Leaders who strengthen their communication skills positively impact their ability to influence public perception, engage in healthy conflict, set expectations, remain professional during council meetings, and establish clear goals and a strategic plan to achieve positive results. Participants will improve their communication skills and participate in a strategic plan to set goals. They will receive coaching and guidance as they practice implementing these techniques and will apply the concepts learned. Attendees will enhance the way they communicate and their leadership skills.

Leaders will learn to:

- 1: Engage in a strategic plan and goal setting
- 2: Increase community trust
- 3: Promote wellness and morale of city employees
- 4: Effectively and professionally communicate at council meetings
- 5: Engage in healthy conflict
- 6: Establish a professional code of conduct
- 7: Prioritize special projects equally across district lines
- 8: Successful communication with department heads and city leaders

Suggested Program Package:

This proposal sets forth the terms for Tracy Miller (TM Consulting Inc.) to provide the City of Antioch with monthly communication and leadership consulting services.

This agreement shall commence **on July 1**, and the terms of the agreement will be for 12 months from the date of commencement. This price is all-inclusive, and there will be no other expenses.

TM Consulting Inc. will provide a statement for services rendered under this agreement at the end of each month. The foregoing are the terms of the agreement.

Neither party shall have any liability to the other for any lost profits or special, incidental, indirect, or consequential damages, even if advised of the possibility of such damages.

In addition, TM Consulting Inc. shall not be liable for any liabilities, costs, and expenses incurred or suffered because of, or in any way relating to, this engagement other than as judicially determined to be caused by TM Consulting Inc.'s bad faith willful misconduct or negligence. This agreement may be amended only by an instrument executed by the signed parties.

This agreement does not establish an attorney-client relationship. In exchange for the agreed-upon compensation, Tracy Miller (TM Consulting Inc.) will provide Communication and Leadership Coaching as directed by the City Manager.

Tracy Miller Consulting Inc.

Tracy@tracymotivates.com | 714.797.5681 | Courses.tracymotivates.com

Included but not limited to consulting on the following topics:

Professionalism
Leadership
Formal and Informal presentations to the Trial Court Administrator and the Superior Court
Presentations to Staff
Presentations to the Community
Delegating
Ownership
Accountability
Decreasing Conflict
Increasing Wellness
Building Trust
Increasing Morale
Leading Meetings
Technology
Building Strong Teams
Increasing Productivity
Decreasing Liability
Written Communication

The monthly retainer packages included, in addition to the meeting hours that are listed above, up to 5 hours a month of TM Consulting's project manager's time, all communications, and scheduling and organizing meetings with the City Manager, Department Heads, and City Council.

The consulting hours also include, in addition to the meeting hours, the review and editing of documentation, the reviewing and responding to emails and text messages, and the reviewing and coaching on presentations of council meetings and community meetings, all travel expenses, and any additional miscellaneous tasks and costs.

The monthly service fee for up to 10 hours a month is \$10,000.

If the consulting hours go over 10 hours a month, and only with the prior approval of the City Manager TM Consulting will charge the City \$550 per hour

The city manager will set the consulting schedule each month. The Manager will direct TM Consulting to whom to coach each month and set goals for the consulting hours. TM Consulting will submit a monthly report to the City Manager that documents the coaching hours and progress.

Bessie Scott, Antioch City Manager, Date

Tracy Miller, CEO TM Consulting, Date



COMMUNICATIONS COACHING AND STRATEGIC PLANNING FOR CITY LEADERS AND CITY COUNCIL

DESCRIPTION:

City Council members and City Leaders who strengthen their communication skills positively impact their ability to influence public perception, engage in healthy conflict, set expectations, remain professional during council meetings, and establish clear goals and a strategic plan to achieve positive results. Participants will improve their communication skills and participate in a strategic plan to set goals. They will receive coaching and guidance as they practice implementing these techniques and will apply the concepts learned. Attendees will enhance the way they communicate and their leadership skills.

Leaders will learn to:

- 1: Engage in a strategic plan and goal setting
- 2: Increase community trust
- 3: Promote wellness and morale of city employees
- 4: Effectively and professionally communicate at council meetings
- 5: Engage in healthy conflict
- 6: Establish a professional code of conduct
- 7: Prioritize special projects equally across district lines
- 8: Successful communication with department heads and city leaders

Suggested Program Package:

This proposal sets forth the terms for Tracy Miller (TM Consulting Inc.) to provide the City of Antioch with monthly communication and leadership consulting services.

This agreement shall commence **on February 1**, and the terms of the agreement will be for 12 months from the date of commencement. This price is all-inclusive, and there will be no extra costs for travel or other expenses.

TM Consulting Inc. will provide a statement for services rendered under this agreement at the end of each month. The foregoing are the terms of the agreement.

Neither party shall have any liability to the other for any lost profits or special, incidental, indirect, or consequential damages, even if advised of the possibility of such damages. In addition, TM Consulting Inc. shall not be liable for any liabilities, costs, and expenses incurred or suffered because of, or in any way relating to, this engagement other than as judicially determined to be caused by TM Consulting Inc.'s bad faith willful misconduct or negligence.

Tracy Miller Consulting Inc.

Tracy@tracymotivates.com | 714.797.5681 | Courses.tracymotivates.com

This agreement may be amended only by an instrument executed by the signed parties. This agreement does not establish an attorney-client relationship. In exchange for the agreed-upon compensation, Tracy Miller (TM Consulting Inc.) will provide Communication and Leadership Coaching as directed by the City Manager.

Included but not limited to consulting on the following topics:

Professionalism

Leadership

Formal and Informal presentations to the Trial Court Administrator and the Superior Court

Presentations to Staff

Presentations to the Community

Delegating

Ownership

Accountability

Decreasing Conflict

Increasing Wellness

Building Trust

Increasing Morale

Leading Meetings

Technology

Building Strong Teams

Increasing Productivity

Decreasing Liability

Written Communication

The monthly service fee for up to 15 hours a month is \$15,000


The city manager will set the consulting schedule each month. The Manager will direct TM Consulting to whom to coach each month and set goals for the consulting hours. TM Consulting will submit a monthly report to the City Manager that documents the coaching hours and progress.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 8, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst II 

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

SUBJECT: Authorization of Payment to DTA Totaling \$65,920 for Consulting Services in Association with the City of Antioch Community Facilities Districts; P.W. 706

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving and authorizing a payment in the amount of \$65,920 to DTA for work performed in calendar year 2023 for consulting services in association with the City of Antioch Community Facilities Districts.

FISCAL IMPACT

There are sufficient funds in the corresponding Community Facility Districts' funds to pay for the DTA invoices.

DISCUSSION

On October 24, 2017, the City entered into a three-year agreement with David Taussig & Associates, Inc. now known as DTA that expired on December 31, 2020. Work performed under this agreement included developing the administrative services budget, and assistance with placing the assessments on the property tax roll, for each of our Community Facility Districts (CFDs): CFD 2018-01 Public Services; CFD 2022-01 Public Services; CFD 2018-02 Police Protection; and CFD 2016-01 Police Protection.

On January 1, 2021 the City amended the agreement to continue these consulting services and extended DTA's agreement to December 31, 2021.

Following the expiration of the amended agreement, City staff continued to engage DTA for the preparation of administrative budgets and assessment roll support for the CFDs through calendar year 2023. Although a formal contract was not in place during this period, staff has verified that DTA performed the invoiced services. Staff recommends that the City Council authorize payment in the amount of \$65,920 to DTA.

ATTACHMENTS

- A. Resolution
- B. DTA Invoices

ATTACHMENT "A"

RESOLUTION NO. 2025/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND AUTHORIZING A PAYMENT IN THE AMOUNT OF \$65,920 TO
DTA FOR WORK PERFORMED IN THE CALENDAR YEAR 2023
P.W. 706**

WHEREAS, on October 24, 2017, the City entered into a three-year agreement with David Taussig & Associates, Inc. now known as DTA that expired on December 31, 2020. Work performed under this agreement included developing the administrative services budget, and assistance with placing the assessments on the property tax roll, for each of our Community Facility Districts (CFDs): CFD 2018-01 Public Services; CFD 2022-01 Public Services; CFD 2018-02 Police Protection; and CFD 2016-01 Police Protection;

WHEREAS, on January 1, 2021 the City amended the agreement to continue these consulting services and extended DTA's agreement to December 31, 2021;

WHEREAS, following the expiration of the amended agreement, City staff continued to engage DTA for the preparation of administrative budgets and assessment roll support for the CFDs through calendar year 2023. Although a formal contract was not in place during this period, staff has verified that DTA performed the invoiced services. Staff recommends that the City Council authorize payment in the amount of \$65,920 to DTA; and

WHEREAS, to stay in compliance with our purchasing policy and confirming that the work was performed by DTA, staff requests that the City Council approve payment in the amount of \$65,920 to DTA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves and authorizes a payment in the amount of \$65,920 to DTA for work performed in the calendar year 2023.

* * * * *

RESOLUTION NO. 2025/**

July 8, 2025

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH



18201 Von Karman, Suite 220
Irvine, CA 92612
800-969-4DTA

ATTACHMENT "B"

Phil Hoffmeister
City of Antioch
Department of Public Works
200 'H' Street
PO Box 5007
Antioch, CA 94531-5007

August 31, 2023
Invoice No: 2308181

Project D22-00108.000 Antioch City/CFD 2018-01 Admin FY 22-23 (Public Services)

Dear Mr. Hoffmeister,

This invoice is submitted for professional consulting services in association with Administration of the Above-Named CFD. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through August 31, 2023

Professional Fee

Total Earned	8,240.00
Previous Fee Billing	0.00
Current Fee Billing	8,240.00

Total Professional Fee

8,240.00

Total this Invoice \$8,240.00



18201 Von Karman, Suite 220
Irvine, CA 92612
800-969-4DTA

Phil Hoffmeister
City of Antioch
Department of Public Works
200 'H' Street
PO Box 5007
Antioch, CA 94531-5007

August 31, 2023
Invoice No: 2308182

Project D22-00109.000 Antioch City/CFD 2022-01 Admin FY 22-23 (Public Services)

Dear Mr. Hoffmeister,

This invoice is submitted for professional consulting services in association with Administration of the Above-Named CFD. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through August 31, 2023

Professional Fee

Total Earned	8,240.00
Previous Fee Billing	0.00
Current Fee Billing	8,240.00

Total Professional Fee

8,240.00

Total this Invoice \$8,240.00



18201 Von Karman, Suite 220
Irvine, CA 92612
800-969-4DTA

Phil Hoffmeister
City of Antioch
Department of Public Works
200 'H' Street
PO Box 5007
Antioch, CA 94531-5007

August 31, 2023
Invoice No: 2308183

Project D22-00113.000 Antioch City/CFD 2018-02 Admin FY 22-23 (Police Protection)

Dear Mr. Hoffmeister,

This invoice is submitted for professional consulting services in association with Administration of the Above-Named CFD.
Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through August 31, 2023

Professional Fee

Total Earned	8,240.00	
Previous Fee Billing	0.00	
Current Fee Billing	8,240.00	
Total Professional Fee		8,240.00

Total this Invoice	\$8,240.00
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18201 Von Karman, Suite 220
Irvine, CA 92612
800-969-4DTA

Phil Hoffmeister
City of Antioch
Department of Public Works
200 'H' Street
PO Box 5007
Antioch, CA 94531-5007

August 31, 2023
Invoice No: 2308184

Project D22-00120.000 Antioch City/CFD 2016-01 (Police Protection) Admin FY 22-23

Dear Mr. Hoffmeister,

This invoice is submitted for professional consulting services in association with Administration of the Above-Named CFD.
Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through August 31, 2023

Professional Fee

Total Earned	8,240.00	
Previous Fee Billing	0.00	
Current Fee Billing	8,240.00	
Total Professional Fee		8,240.00

Total this Invoice	\$8,240.00
---------------------------	-------------------



18201 Von Karman, Suite 220
Irvine, CA 92612
800-969-4DTA

ATTACHMENT "B"

Phil Hoffmeister
City of Antioch
Department of Public Works
200 'H' Street
PO Box 5007
Antioch, CA 94531-5007

August 31, 2023
Invoice No: 2308185

Project D23-00108.000 Antioch City/CFD 2018-01 Admin FY 23-24 (Public Services)

Dear Mr. Hoffmeister,

This invoice is submitted for professional consulting services in association with Administration of the Above-Named CFD.
Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through August 31, 2023

Professional Fee

Total Earned	8,240.00	
Previous Fee Billing	0.00	
Current Fee Billing	8,240.00	
Total Professional Fee		8,240.00
Total this Invoice		\$8,240.00



18201 Von Karman, Suite 220
Irvine, CA 92612
800-969-4DTA

Phil Hoffmeister
City of Antioch
Department of Public Works
200 'H' Street
PO Box 5007
Antioch, CA 94531-5007

August 31, 2023
Invoice No: 2308186

Project D23-00109.000 Antioch City/CFD 2022-01 Admin FY 23-24 (Public Services)

Dear Mr. Hoffmeister,

This invoice is submitted for professional consulting services in association with Administration of the Above-Named CFD.
Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through August 31, 2023

Professional Fee

Total Earned	8,240.00	
Previous Fee Billing	0.00	
Current Fee Billing	8,240.00	
Total Professional Fee		8,240.00
Total this Invoice		\$8,240.00



Phil Hoffmeister
City of Antioch
Department of Public Works
200 'H' Street
PO Box 5007
Antioch, CA 94531-5007

August 31, 2023
Invoice No: 2308187

Project D23-00113.000 Antioch City/CFD 2018-02 Admin FY 23-24 (Police Protection)

Dear Mr. Hoffmeister,

This invoice is submitted for professional consulting services in association with Administration of the Above-Named CFD.
Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through August 31, 2023

Professional Fee

Total Earned	8,240.00	
Previous Fee Billing	0.00	
Current Fee Billing	8,240.00	
Total Professional Fee		8,240.00

Total this Invoice	\$8,240.00
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18201 Von Karman, Suite 220
Irvine, CA 92612
800-969-4DTA

Phil Hoffmeister
City of Antioch
Department of Public Works
200 'H' Street
PO Box 5007
Antioch, CA 94531-5007

August 31, 2023
Invoice No: 2308188

Project D23-00120.000 Antioch City/CFD 2016-01 (Police Protection) Admin FY 23-24

Dear Mr. Hoffmeister,

This invoice is submitted for professional consulting services in association with Administration of the Above-Named CFD.
Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through September 30, 2023

Professional Fee

Total Earned	8,240.00
Previous Fee Billing	0.00
Current Fee Billing	8,240.00

Total Professional Fee

8,240.00


Total this Invoice \$8,240.00

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 8, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Assistant City Manager 

APPROVED BY: Bessie Marie Scott, City Manager 

SUBJECT: Resolution Approving Lot Lease Agreement with Sean McCauley Investments, Inc. for approximately 2,540 Square Feet of Land Adjacent to 1 Marina Plaza (APN 066-010-017-3) for a Period of Ten (10) Years and Authorizing the City Manager or Designee to Execute the Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a Lot Lease Agreement with Sean McCauley Investments, Inc. for approximately 2,540 square feet of land adjacent to 1 Marina Plaza (APN 066-010-017-3) for a period of ten (10) years and authorizing the City Manager or designee to execute the agreement in a form approved by the City Manager and City Attorney.

FISCAL IMPACT

The agreement will generate \$1,200 in revenue for the first three years of the lease, \$1,800 in the fourth year, \$3,600 in the fifth year, and \$7,200 in the sixth through tenth years. Beginning in year seven, the lease will also include annual CPI adjustments.

DISCUSSION

Sean McCauley Investments (SMI), Inc. owns the Smith's Landing Restaurant located at 1 Marina Plaza. SMI desires to enter into a lot lease agreement for approximately 2,540 square feet of land adjacent to the restaurant, where they plan to construct an outdoor seating area. The outdoor seating area will include approximately nine tables and 25 seats, expanding the capacity of the restaurant from 299 to 324. The adjacent pathways will remain accessible with minimal impact to the community. This addition will generate revenue for the City as well as improve the site.

ATTACHMENTS

- A. Resolution
- B. Lot Lease Agreement
- C. Site Plan and Rendering

RESOLUTION NO. 2025/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE LOT LEASE AGREEMENT FOR APPROXIMATELY 2,540
SQUARE FEET OF LAND ADJACENT TO 1 MARINA PLAZA (APN 066-010-017-3)
FOR A PERIOD OF TEN (10) YEARS AND AUTHORIZING THE CITY MANAGER OR
DESIGNEE TO EXECUTE THE AMENDMENT**

WHEREAS, Sean McCauley Investments, Inc. (SMI) owns the Smith's Landing Restaurant located at 1 Marina Plaza;

WHEREAS, SMI desires to enter into a lot lease agreement for approximately 2,540 square feet, where they plan to construct an outdoor seating area;

WHEREAS, the City of Antioch desires to lease the space to SMI for this purpose;
and

WHEREAS, the lease agreement will generate revenue for the City and improve the site with minimal impact to the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby Approve the lot lease agreement, incorporated herein and attached as Exhibit A, for approximately 2,540 square feet of land adjacent to 1 Marina Plaza (APN 066-010-017-3) for a period of ten (10) years in a form approved by the City Manager and 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 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF ANTIOCH
LOT LEASE AGREEMENT

THIS LOT LEASE AGREEMENT (“**Lease**”) is made and entered into as of _____, 2025, by and between the City of Antioch, a California general law city and municipal corporation (“**Landlord**”) and Sean McCauley Investments, Inc., a California corporation (“**Tenant**”), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, under the following terms and conditions:

SECTION 1. LEASE OF PREMISES

1. Landlord is the owner of that certain unimproved real property located adjacent to 1 Marina Plaza, in the City of Antioch consisting of approximately 2,540 square feet of land (a portion of Assessor’s Parcel No. 066-010-017-3) (“**Premises**”), further described and depicted in **Exhibit A**, attached hereto.

2. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

SECTION 2. TERM

1. This Lease will have a term of ten (10) years (“**Term**”), commencing on _____, 2025 (the “**Commencement Date**”) and ending on _____, 2035 (the “**Termination Date**”), unless sooner terminated in accordance with the terms of this Lease.

2. Provided no Event of Default by Tenant has occurred, Tenant shall have the option to extend the Term for one (1) additional period of ten (10) years upon the same conditions as those herein specified, as same may have been adjusted pursuant to the terms herein. Tenant shall provide written notice to Landlord one hundred eighty (180) days prior to the Termination Date if Tenant desires to exercise such right to extend this Lease.

3. Landlord shall have the right to terminate this Lease upon prior written notice to Tenant (“**Termination Notice**”), for any reason upon not less than one hundred eighty (180) days’ advance written notice to Tenant. In the event of any termination of this Lease by Landlord under this section, Tenant shall pay to Landlord, within thirty (30) days after such termination takes effect, all amounts then due and owing to Landlord. Landlord may withdraw a Termination Notice at any time after it is provided by means of a writing transmitted to Tenant which states that Landlord desires such withdrawal. Any Termination Notice that has been so withdrawn by Landlord shall not be effective to terminate this Lease. In addition to any other right to terminate set forth in this Lease, Landlord may terminate this Lease on sixty (60) days’ written notice if Landlord requires the Premises for a public purpose.

4. Tenant shall not holdover after the expiration or earlier termination of this Lease without the express prior written consent of Landlord. Acceptance by Landlord of Rent after any expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. If

Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, but all options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month-to-month tenancy. During the holding-over period, Tenant shall pay Landlord a Base Rent in an amount equal to 150% of the Base Rent being paid by Tenant upon expiration of this Lease. The foregoing provisions of this section are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration or termination of this Lease, Tenant shall indemnify, protect, defend, and hold Landlord harmless from all loss or liability, including, without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

SECTION 3. RENT

1. In consideration hereof, Tenant covenants and agrees to pay to Landlord Rent for the Premises in the amount of One Hundred and 00/100 Dollars per month, for year one (1) through three (3) of the Lease. For year four (4) of the Lease, Tenant agrees to pay Landlord Rent in the amount of One Hundred Fifty and 00/100 Dollars (\$150.00) per month; for year five (5) of the Lease, Tenant agrees to pay Landlord Rent in the amount of Three Hundred and 00/100 Dollars (\$300.00) per month; for year six (6) of the Lease, Tenant agrees to pay Landlord Rent in the amount of Six Hundred and 00/100 Dollars (\$600.00) per month; and for every year after, Tenant agrees to pay Landlord Rent in a sum total of the previous year's Rent plus the amount of the percentage increase that will be increased by the annual adjustment to the Bay Area's Consumer Price Index (CPI) as further described in Section 3.2. below. On the first day of each successive calendar year during the Term, Tenant may elect to prepay the amount of Rent due for the full calendar year in a single, lump sum payment.

2. Beginning on the seventh anniversary of the Commencement Date, the then-existing Rent shall increase annually at the end of each 12-month period by any increase in the Consumer Price Index ("CPI") as determined by the U.S. Bureau of Labor Statistics for all Urban Consumers for the San Francisco/Oakland/San Jose Metropolitan Area over the previous year, but in no event less than one percent (1%) or more than six percent (6%).

3. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mailed to Accounts Receivable, City Hall, City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007. Mailed payments must be received (not postmarked) by Landlord by the date due.

4. Rent shall be paid to Landlord commencing on or before the Commencement Date and thereafter on or before the first day of each successive calendar month during the Term, except that Rent for the first full calendar month shall be paid concurrently with the execution of this Lease by Tenant. In the event the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then the Rent for the first and last fractional months of the Term shall be prorated accordingly based on a 30-day month.

5. All charges and other amounts of any kind payable by Tenant to Landlord pursuant to this Lease shall be deemed “Additional Rent”. Landlord shall have the same remedies for default in the payment of Additional Rent as for default in the payment of Rent. Rent and Additional Rent are collectively referred to herein as “Rent.”

6. All Rent shall be paid to Landlord, without demand, deduction, or offset, in lawful money of the United States of America at Landlord’s address provided in Section 3.3 above or to such other person or at such other place as Landlord may from time to time designate in writing. All Rent payable by Tenant to Landlord hereunder, if not received by Landlord when due, shall bear interest from the due date until paid at the rate of eight percent (8%) per annum, but in no event shall such interest exceed the maximum rate permitted by law (“**Default Rate**”). Landlord’s acceptance of any interest payments shall not constitute a waiver of Tenant’s default with respect to the overdue amount or prevent Landlord from exercising any of the rights and remedies available to Landlord under this Lease or by law.

7. Tenant acknowledges that late payment of Rent or other amounts due to Landlord hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such cost being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges and late charges that may be imposed on Landlord by the terms of any encumbrance, and notes secured by any encumbrance, covering the Premises. Therefore, if any installment of Rent or other amount due from Tenant is not received by Landlord within fifteen (15) days after it becomes due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant’s default with respect to the overdue amount or prevent Landlord from exercising any of the rights and remedies available to Landlord under this Lease or by law. Such late charge shall be payable in addition to interest accruing as set forth above and shall be considered additional Rent.

8. In the event of a Chronic Delinquency (as hereinafter defined), at Landlord’s sole option, Landlord shall have the right, in addition to all other remedies under this Lease and at law, to require that Rent be paid by Tenant quarterly, in advance. This provision shall not limit in any way, nor be construed as a waiver of, the rights and remedies of Landlord provided herein or by law in the event of delinquency. “**Chronic Delinquency**” shall mean failure by Tenant to pay Rent, or any other payments required to be paid by Tenant under this Lease as and when due for any three non-consecutive months during the Term.

SECTION 4. USE

1. The Premises shall be used by Tenant solely as an outdoor dining area with patio deck (and stair access) and seating for customers and any other purpose(s) incidental thereto (“**Permitted Use**”). Tenant shall not use or permit the Premises or any part thereof to be used, for any purpose other than the Permitted Use without the express prior written consent of Landlord.

2. Tenant agrees that it will abide by, keep, and observe all reasonable rules and regulations which Landlord may make from time to time for the management of the Premises and the preservation of the good order therein (“**Rules and Regulations**”). Landlord shall notify Tenant of all such Rules and Regulations. The violations of any such rules and regulations shall be deemed a material breach of this Lease by Tenant. Landlord shall use reasonable efforts to enforce the Rules and Regulations, if any, but will not be liable to Tenant for the violation or non-performance of the Rules and Regulations by any other tenant, occupant, or user of the Premises.

3. Tenant shall maintain and conduct its business, insofar as the same relates to Tenant’s use and occupancy of the Premises, in a lawful manner and in strict compliance with all governmental laws, rules, regulations, and orders. Tenant shall obtain and maintain during the Term any and all licenses or permits required for the operation of the Premises, and Landlord agrees to reasonably cooperate with Tenant in obtaining such permits or licenses if such assistance is reasonably necessary.

4. No use shall be made or permitted to be made of the Premises, nor acts done in, on, or about the Premises, that will increase the existing rate of insurance on the Premises, or cause a cancellation of any insurance policy covering the Premises, or any part thereof, nor shall Tenant sell or permit to be kept, used, or sold, in or about the Premises, any article that may be prohibited by the standard form of fire insurance policies. Tenant shall not commit, or suffer to be committed, any waste on the Premises, or any public or private nuisance, or other act or thing that may injure, annoy, or disturb the quiet enjoyment of any occupant of neighboring properties; nor, without limiting the generality of the foregoing, shall Tenant allow the Premises to be used for any improper, unlawful, or objectionable purpose. Tenant shall not permit motor vehicles to be repaired, serviced, or fueled on the Premises. Tenant shall not place any harmful liquids or Hazardous Materials (hereinafter defined) in any drainage system of the Premises. Tenant shall not install or permit to be installed any above or underground storage tanks on the Premises. No waste materials or refuse shall be dumped on or permitted to remain on any part of the Premises.

5. Tenant shall not store, use, or dispose of any Hazardous Materials (as hereinafter defined) on or about the Premises. Tenant shall be solely responsible for and shall defend, indemnify, and hold Landlord, and Landlord’s partners, co-trustees, officers, officials, employees, successors, assigns, agents, and representatives harmless from and against all claims, demands, damages, costs, and liabilities, including, without limitation, attorneys’ fees and costs, arising out of or in connection with the storage, use, or disposal of Hazardous Materials caused or permitted by Tenant, its employees, contractors or subcontractors of any tier, subtenants, licensees, agents, representatives, or other parties engaged on its behalf. As used herein, the term “**Hazardous Material**” means any hazardous or toxic substance, material, or waste, the storage, use, or disposition of which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance that is (i) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as “hazardous” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner

Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) designated as a “hazardous substance” pursuant to 33 U.S.C.A. § 1321, Section 311 of the Federal Water Pollution Control Act, (viii) defined as a “hazardous waste” pursuant to 42 U.S.C.A. § 6903, Section 1004 of the Resource Conservation and Recovery Act, (ix) defined as a “hazardous substance” pursuant to 42 U.S.C.A. § 9601, Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, or (x) listed or defined as “hazardous waste,” a “hazardous substance,” or other similar designation by any regulatory scheme of the State of California or the United States Government.

6. If any cleanup, remedial removal, or restoration work is required by any federal, state, or local governmental agency or political subdivision (“**Governmental Agency**”) because of the presence of Hazardous Materials on or about the Premises or surrounding properties caused or permitted by Tenant or Tenant’s employees, contractors or subcontractors of any tier, subtenants, licensees, agents, representatives, or other parties engaged on its behalf, then Tenant shall, at its sole cost, promptly take any and all action necessary to perform such cleanup, remedial removal, or restoration. Tenant shall be solely responsible for, and shall defend, indemnify, and hold Landlord and Landlord’s partners, co-trustees, officers, officials, employees, successors, assigns, agents, and representatives harmless from and against all claims, demands, damages, costs, and liabilities, including, without limitation, attorneys’ fees and costs, arising out of or in connection with any such removal, cleanup, or restoration work (including the cost of all materials) required of Tenant.

7. If Landlord has cause to believe that the Premises have or may have become contaminated by Hazardous Materials and that such contamination was caused or permitted by Tenant or Tenant’s employees, contractors or subcontractors of any tier, subtenants, licensees, agents, representatives, or other parties engaged on its behalf, Landlord may cause tests to be performed, including tests of the air, soil, and ground water, to detect the presence of Hazardous Materials. Unless the result of such tests indicate the Premises was contaminated prior to the Commencement Date, the cost of such tests, and the cost of any remediation thereof pursuant to the above, shall be paid by Tenant.

8. The termination of the Lease shall not terminate the parties’ respective rights and obligations under this section, and the parties hereto expressly agree that the provisions contained herein shall survive the termination of Tenant’s leasehold estate.

9. The obligations imposed on Tenant pursuant to this section are in addition to, and not in lieu of, the obligations of the Legal Requirements (hereinafter defined) imposed on Tenant.

10. The provisions of this section are for the benefit of the Landlord only and shall not be construed to be for the benefit of any other person or occupant of the Premises.

SECTION 5. TENANT'S COVENANTS

1. Tenant shall operate the Premises for the Permitted Use and shall not use the Premises for any other purpose without the express prior written consent of Landlord.

2. Tenant agrees to maintain the Premises in a clean and orderly condition and to conduct its operations in an orderly and proper manner and so as not to annoy, disturb, or be offensive to persons occupying properties adjacent to the Premises.

3. Tenant shall not commit or suffer any waste or nuisance on the Premises, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other permitted occupant of the Premises or adjacent properties or injure or annoy them. Tenant shall not use or allow the Premises to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment. Tenant shall be responsible for all damage to the Premises caused by Tenant or Tenant's employees, contractors or subcontractors of any tier, subtenants, licensees, agents, representatives, or other parties engaged on its behalf.

4. Tenant shall assume complete and total responsibility for all aspects of the daily operation, maintenance, and repair of the Premises, including, without limitation, for any awnings or coverings, landscaping, and lighting and any painting, staining, or other re-coating or re-surfacing of walkways, paths, decks, or patios, same, so as to operate the Premises as a professional outdoor restaurant seating area in accordance with the standards maintained by other such spaces in the City of Antioch. Tenant's responsibilities include, without limitation, a duty to:

- a. employ, supervise, discharge, and payroll employees or contractors necessary or desirable to be employed in operation of the Premises;
- b. purchase and maintain all supplies and materials necessary for the care, maintenance, management, and efficient operation of the Premises on an on-going basis, all of which supplies and materials shall be removed by Tenant from the Premises at the end of the Term or upon earlier termination of this Lease;
- c. determine and implement reasonable protective measures to assure the welfare and safety of all patrons utilizing the Premises;
- d. perform and supervise routine cleanup of the Premises and maintain access and all fixtures and equipment therein in a neat and clean condition and in good operating condition; and
- e. establish and maintain all graphics, signage, and notices related to the operation of the Premises, provided that all signage, graphics, and notices shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, and compliance with all applicable laws, including municipal sign ordinances and historic preservation laws, and promptly remove any unapproved signs, banners, flags, etc., upon Landlord's request.

5. Tenant shall inspect the Premises within ten (10) days after the end of each calendar quarter during the Term to determine whether there exists therein any violations or suspected violations of any Legal Requirements (as hereinafter defined) or whether there exists any safety or other hazard therein, and prepare and deliver to Landlord a report within thirty (30) days following the end of such calendar quarter noting any violations or suspected violations of any Legal Requirements and any safety or other hazard therein, together with any recommendations of Tenant with regard to the remedying of such violations, suspected violations, or hazards.

SECTION 6. TENANT'S REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants as follows:

(a) that all information, financial and otherwise, related to the insurance coverage, qualifications, experience, and ability of Tenant provided to Landlord prior to or concurrent with the execution of this Lease by Tenant was true and correct when provided to Landlord and remains true and correct as of the date of this Lease first written above; and

(b) that Tenant is able to competently operate the Premises for the Permitted Use in the City of Antioch.

SECTION 7. INSURANCE

1. Tenant shall obtain and maintain at all times during the Term of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lease. Tenant shall obtain and furnish proof of coverage as to each type of insurance required under this Lease. The insurance provisions set forth herein and the minimum amounts and scopes of coverage to be maintained are not to be construed in any way as a limitation on liability under this Lease. During the Term, Tenant shall, at Tenant's expense, maintain, or cause to be maintained, the following:

a. Property Insurance. "All risk" property insurance covering damage to or loss of any of Tenant's personal property, fixtures, equipment, and alterations, including electronic data processing equipment (collectively, "Tenant's Property") (and coverage for the full replacement cost thereof including business interruption of Tenant);

b. Commercial General Liability Insurance. A policy of commercial general liability ("CGL") insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Three Million Dollars (\$3,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability, Premises, products/completed operations. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, and shall include coverage for liability assumed under this Lease as an "Insured Contract" for the performance of Tenant's indemnity obligations under this Lease;

c. Umbrella/Excess Liability Insurance. Umbrella or excess liability insurance may be used to satisfy the limits for property and general liability insurance coverage required in Subsections a. and b. above. The umbrella liability or excess liability policy shall be written on an “occurrence” form with a self-insured retention no greater than Ten Thousand Dollars (\$10,000). Such policies shall name Landlord as an additional insured and shall be primary to any insurance maintained by Landlord;

d. Workers’ Compensation Insurance. Workers’ compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Premises, including coverage for all states and, if applicable, voluntary compensation, together with employer’s liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);

e. Automobile Liability Insurance. Business automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance, or use of any owned, hired, or non-owned automobiles;

f. Business Interruption. Loss of income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all peril commonly insured against by prudent Tenants in the business of Tenant or to prevention of access to the Premises as a result of such perils;

2. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Premises and/or the building in which the Premises are located, and to the fixtures, personal property, Tenant’s improvements, and alterations of either Landlord or Tenant in or on the Premises and/or the building in which the Premises are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

3. All policies shall be taken out with insurers licensed to do business in California with a current Best Rating of (A, VII) and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Premises. Such certificates of insurance must specifically show all the special policy conditions required in this paragraph, including “additional insured,” “waiver of subrogation,” “notice of cancellation,” and “primary insurance” wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy.

4. With respect to CGL insurance, Tenant shall name Landlord, its employees, elected officials, board members, officers, agents, representatives, and volunteers as additional insureds with respect to any claims arising out of or in connection with this Lease or Tenant's operations in or upon the Premises. In addition, the CGL insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy.

SECTION 8. TAXES AND UTILITIES

Tenant agrees to pay any and all personal property and city business taxes, and to pay for all costs associated with obtaining and maintaining, including equipment, any and all electrical, water, telephone, gas, and other utility services used on the Premises. Landlord shall not be responsible for any interruptions or disturbance of service regardless of whether Tenant is paying directly for such services or if such services are being contracted for by Landlord, nor shall there be any abatement of Rent resulting from any cessation or interruption of utility service or other service contemplated by this section. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance, or governmental regulation permitting the termination of this Lease due to the interruption of failure of any such services to be provided under this Lease. Tenant agrees to indemnify, release, defend, and hold Landlord harmless from and against any and all damages, claims, or other liability resulting from installation, repair, or maintenance of the aforesaid utility service.

Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this section, be responsible for payment prior to delinquency of property taxes levied against such possessory interest.

SECTION 9. EMINENT DOMAIN

If all or a substantial portion of the Premises shall be acquired or condemned by any governmental authority by use of eminent domain for any public or quasi-public use or purpose, or otherwise, then this Lease shall terminate on the date of the acquisition. If less than a substantial portion of the Premises shall be acquired or condemned, then Tenant shall have the right to elect to remain on the balance of the Premises, if any, or to terminate this Lease. In the event the Tenant elects to remain on the balance of the Premises after any such taking or condemnation the monthly Rent shall be reduced proportionally by the portion of the Premises lost by the taking or condemnation proceedings. Tenant shall have the right to remove any and all of its personal property and other trade fixtures prior to title divesting as above stated. It is fully understood and agreed that Tenant shall not be entitled to any portion of any award or settlement received from any condemning authority, whether all or a portion of the Premises shall be condemned, excepting

only the amount of any award made for loss of Tenant's leasehold improvements, if applicable.

SECTION 10. NOTICES

Any notices or communications required to be given to or by or served on the respective parties hereto may be so given or served by personal delivery or overnight courier to such party or parties. Notice shall be effective upon delivery if given by personal delivery or the following day if sent by reputable overnight courier. The parties may send a courtesy notice via email, but such notices shall not constitute official notices hereunder. Until new addresses are given, the addresses of the respective parties for the purpose of such notices or communications and for another purpose shall be:

Landlord: City of Antioch
P.O. Box 5007
Antioch, CA 94531
Attn. City Manager

With a copy to: City of Antioch
P.O. Box 5007
Antioch, CA 94531
Attn: City Attorney
Email: cityattorney@antiochca.gov

Tenant: Sean McCauley Investments, Inc.
Attn: _____

Email: _____

With a copy to: _____
Attn: _____

Email: _____

SECTION 11. ALTERATIONS

Tenant intends to improve the Premises with furniture, fixtures, and equipment sufficient to operate the Premises as described in the Permitted Use ("Tenant's Work"). Upon receipt of possession of the Premises and receipt of Landlord's written consent, which may be granted or withheld in Landlord's sole discretion, Tenant shall promptly commence Tenant's Work and diligently proceed to completion of same to the satisfaction of Landlord, in its sole discretion. Tenant shall use licensed, qualified general contractors to complete Tenant's Work in a good and workmanlike manner in compliance with all applicable laws, rules, and regulations.

Except for Tenant's Work, Tenant shall not make or suffer to be made any alterations, additions, or improvements to the Premises or any part thereof, or attach any fixtures or equipment thereto, without first obtaining Landlord's written consent, which may be granted or withheld in Landlord's sole discretion. If Landlord consents to the making of any alteration, additions, or improvements to the Premises, they shall be made at Tenant's sole cost and expense and completed to the satisfaction of Landlord, in its sole discretion. All additions, alterations, or improvements to the Premises shall become at once a part of the realty and belong to Landlord, except for unattached and movable personal property and trade fixtures placed on the Premises by the Tenant. Upon the expiration or sooner termination of the Term and provided that Tenant is not then in default hereunder, Tenant may remove its trade fixtures and other personal property (excluding the alterations, additions, or improvements made by Tenant and not specifically designated by Landlord to be removed), provided that Tenant promptly shall repair, at its sole cost and expense, any damage to the Premises caused by such removal. Notwithstanding any other provisions contained in this Lease, Tenant agrees that upon Landlord's written request made within thirty (30) days following the expiration or termination of this Lease, at its sole cost and expense, it shall remove promptly, in no more than thirty (30) days' time, any alterations, additions, improvements, fixtures, and/or personal property designated by Landlord to be removed and repair any damage to the Premises resulting from such removal.

SECTION 12. TENANT'S WORK

Landlord shall have no obligation under this Lease, actual or implied, to perform or provide any improvement work with respect to the Premises.

Tenant acknowledges that any improvements, alterations, or repairs to the Premises ("Work"), including Tenant's Work or other work described in Sections 11 and 12 of this Lease, may be subject to the payment of prevailing wage under the provisions of the California Labor Code. Tenant acknowledges and agrees Landlord has not made any representation, express or implied, to the Tenant or any person associated with Tenant regarding, and Tenant agrees it shall assume the responsibility and be solely responsible for determining, whether or not laborers employed in connection with any Work must be paid the prevailing per diem wage rate for their labor classification. With regard to any Work, the following shall apply:

a. Tenant shall, and shall cause its contractors and subcontractors to, (i) pay prevailing wages in the performance of any Work as those wages are determined pursuant to Labor Code Sections 1720 et seq.; (ii) employ apprentices as required by Labor Code Sections 1777.5 et seq.; and (iii) comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., 1810-1815 and the implementing regulations of the Department of Industrial Relations (the "DIR") for all such Labor Code sections.

b. Tenant shall indemnify, hold harmless, and defend (with counsel selected by the Landlord), to the extent permitted by applicable law, Landlord and its successors, assigns, co-trustees, partners, shareholders, employees, officers, officials, directors, agents, and representatives against any claim for damages, compensation, fines, penalties, or other

amounts arising out of the failure or alleged failure of any person or entity (including Tenant or its contractors or subcontractors of any tier) to (i) pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq.; (ii) hire apprentices in accordance with Labor Code Sections 1777.5 et seq.; or (iii) comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., 1810-1815 and the implementing regulations of the DIR in connection with the Work performed pursuant to this Lease. The provisions of this section shall survive expiration or earlier termination of this Lease.

Tenant, on behalf of itself and its successors and assigns, hereby waives and releases Landlord from any right of action that may be available to it pursuant to Labor Code Sections 1726 and 1781. In connection with the foregoing, Tenant, on behalf of itself and its successors and assigns, hereby expressly waives the benefits of 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.

TENANT'S INITIALS: _____

Tenant acknowledges that the foregoing acknowledgments, releases, and waivers including, without limitation, the waiver of the provisions of California Civil Code Section 1542 were expressly bargained for. The provisions of this section shall survive the expiration or earlier termination of this Lease.

SECTION 13. NO LIENS

Tenant shall keep the Premises free from any liens or encumbrances arising out of any work performed, materials furnished, or obligations incurred by Tenant. Tenant shall immediately cure any liens that may be filed on the Premises or post a statutory lien release bond within seven (7) days after the filing of any lien. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or that Landlord may deem to be proper for the protection of Landlord and the Premises from such liens.

SECTION 14. AS-IS; REPAIRS

Landlord makes no representations regarding the condition, status, compliance with Legal Requirements, or suitability for a particular purpose for Tenant's use. By entry hereunder Tenant accepts the Premises as being in its "AS-IS" condition and represents and warrants that the Premises is suitable for Tenant's use. At all times during the Term, and at Tenant's sole cost and

expense, Tenant shall keep the Premises and every part thereof in good condition and repair, ordinary wear and tear excepted. Tenant hereby waives all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Premises as provided by California Civil Code Sections 1932 and 1942 and any other applicable existing or future law, statute, or ordinance now or hereafter in effect. Subject to the provisions of Section 11 above concerning the removal of alterations, additions, and improvements, at the end of the Term or upon termination of this Lease, Tenant shall surrender to Landlord the Premises and all alterations, additions, and improvements thereto in the same condition as when received or when first installed, ordinary wear and tear and damage by fire, earthquake, act of God, or the elements excepted. After Tenant takes possession of the Premises, Landlord has no obligation and has made no promise to alter, remodel, improve, repair, maintain, decorate, or paint the Premises or any part thereof. No representations respecting the condition of the Premises have been made by Landlord to Tenant, except as may be specifically herein set forth.

Tenant, on behalf of itself, its successors and assigns, and any other Party claiming by, through, or under Tenant (collectively, the “Releasing Parties”), waives the right to recover from and forever releases and discharges Landlord and its successors, assigns, co-trustees, partners, shareholders, employees, officers, officials, directors, agents, and representatives (collectively, the “Released Parties”) from liability with respect to any claims that any of the Releasing Parties may have or hereinafter acquire against any of the Released Parties, of any and every kind or character, known or unknown, foreseen or unforeseen, for or attributable to any latent or patent issue or condition at the Premises, including without limitation, claims, liabilities and contribution rights relating to the presence, discovery or removal of any Hazardous Materials in, on, at, about, or under the Premises, or for, connected with or arising out of any and all claims or causes of action based thereon. In connection with the foregoing, Tenant, on behalf of itself and the Releasing Parties, hereby expressly waives the benefits of 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.

TENANT’S INITIALS: _____

Tenant acknowledges that the foregoing acknowledgments, releases, and waivers including, without limitation, the waiver of the provisions of California Civil Code Section 1542 were expressly bargained for. The provisions of this section shall survive the expiration or earlier termination of this Lease.

SECTION 15. DESTRUCTION AND DAMAGE

1. In the event the Premises are damaged by fire, act of God, the elements, or other

casualty covered by Landlord's insurance, Landlord forthwith shall repair the same, subject to the provisions of this section hereinafter set forth, Landlord, in its sole discretion, may elect to either (i) immediately terminate this Lease as of the date of such casualty or (ii) provide for the necessary repairs and this Lease shall remain in full force and effect except that, if such damage is not the result of the negligence or willful misconduct of Tenant or its invitees, employees, contractors or subcontractors of any tier, subtenants, licensees, agents, representatives, or other parties engaged on its behalf, an abatement of Rent shall be allowed Tenant for such part of the Premises, based on the ratio the floor area which Tenant is unable to occupy, as shall be rendered unusable by Tenant in the conduct of its business during the time such part is so unusable. Notwithstanding anything to the contrary above, nothing in this section shall be interpreted as relieving Tenant from its obligations to perform normal maintenance and repair as otherwise provided in this Lease.

2. Tenant hereby waives California Civ. Code Sections 1932 and 1933 and any statute now or hereinafter in effect that would otherwise afford Tenant the right to make repairs at Landlord's expense or provide for termination of hiring upon destruction of the thing hired.

SECTION 16. ASSIGNMENT AND SUBLETTING

1. Without the prior written consent of Landlord, in its sole discretion, Tenant shall not assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant or Tenant's arm's length customers on either a daily or monthly basis. If Tenant is a corporation or a partnership, the transfer of fifty percent (50%) or more of the beneficial ownership interest of the corporate stock or in the partnership of Tenant, as the case may be, shall constitute a prohibited assignment hereunder. Tenant shall not assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent, to any corporation that controls, is controlled by, or is under common control with Tenant, or to any corporation resulting from merger or consolidation with Tenant, or to any person or entity that acquires all the assets as a going concern of the Tenant's business that is being conducted on the Premises. Any of the foregoing acts without Landlord's consent shall be void, and, at the option of Landlord, shall terminate this Lease. No consent by Landlord shall release Tenant from any of Tenant's obligations hereunder or be deemed to be a consent to any subsequent or further assignment, hypothecation, subletting, or third-party use.

2. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee or sublessee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said assignee or sublessee. Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant of liability under this Lease.

3. In the event Tenant shall assign or sublet the Premises or request the consent of Landlord to any assignment or subletting, or if Tenant shall request the consent of Landlord for any act that Tenant proposes to do, then Tenant shall pay Landlord's reasonable attorney's fees incurred in connection therewith.

4. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer, or any subsequent transfer, shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease. Landlord reserves the right, without the consent of Tenant, to grant such easements, licenses, rights or dedications that Landlord deems necessary.

SECTION 17. EVENTS OF DEFAULT

The occurrence of any one or more of the following events (each an "Event of Default") shall constitute a breach of this Lease by Tenant:

- a. Tenant fails to pay any Rent due hereunder when it becomes payable;
- b. Tenant fails to pay any other sum due hereunder when it becomes payable;
- c. Tenant fails to perform or observe any other term hereof to be performed or observed by Tenant, such failure continues for more than ten (10) days after written notice thereof from Landlord, and Tenant does not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, thereafter fails or neglects to prosecute or complete with due diligence the curing of such default;
- d. Tenant makes a general assignment for the benefit of creditors; or admits in writing its inability to pay its debts as they become due or files a petition in bankruptcy, or is adjudicated as bankrupt or insolvent or files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; or files an answer admitting or fails timely to contest the material allegations of a petition filed against it in any such proceeding; or seeks or consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of Tenant or any material part of its property;
- e. Within thirty (30) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, such proceeding has not been dismissed, or, within thirty (30) days after the appointment without the consent or acquiescence of Tenant, of any trustee, receiver, or liquidator of Tenant or of any material part of its properties, such appointment has not been vacated;
- f. This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days; or

g. The abandonment of the Premises by Tenant, or the vacation (hereby defined to be sixty (60) or more consecutive days of continual absence from the Premises) of the Premises by Tenant.

SECTION 18. TERMINATION UPON DEFAULT

If an Event of Default shall occur, Landlord at any time thereafter may give a termination notice to Tenant, and on the date specified in such notice (which shall not be less than three (3) days after the giving of such notice) Tenant's right to possession shall terminate and this Lease shall terminate, unless on or before such date all arrears of Rent and all other sums payable by Tenant under this Lease, and all costs and expenses incurred by or on behalf of Landlord, including attorney's fees incurred in connection with such defaults, shall have been paid by Tenant and all other breaches of this Lease at the time existing shall have been fully remedied to the reasonable satisfaction of Landlord. Upon such termination, Landlord may recover:

- a. the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination;
- b. the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could reasonably have been avoided;
- c. the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term of this Lease after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; and
- d. any other amount necessary to compensate Landlord for all the detriment that is proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amount referred to in clauses (a) and (b) above is computed by allowing interest at the highest rate permitted by law. The worth at the time of award of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). For the purpose of determining unpaid Rent under clause (c) above, the monthly Rent reserved in this Lease shall be deemed to be the amounts last payable by Tenant pursuant to Section 3 above for the calendar year in which the award is made.

SECTION 19. CONTINUATION AFTER DEFAULT

In the event Tenant has breached this Lease or abandoned or vacated the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to

possession.

In the event that Landlord elects to reenter as provided herein or take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law or in the event of the vacation or abandonment of the Premises by Tenant, then Landlord shall have the remedy specified by Civil Code Section 1951.4 (“lessor may continue lease in effect after lessee’s breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations”), in which Landlord may from time to time recover all Rent as it becomes due or relet the Premises or any part thereof for the account of Tenant at such Rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. In the event Landlord so elects to relet, then Rent received by Landlord from such reletting shall be applied (i) first, to the payment of any indebtedness, other than Rent due hereunder, owed by Tenant to Landlord; (ii) second, to the payment of any cost (including commissions) of such reletting; (iii) third, to the payment of the cost of any alterations and repairs to the Premises; (iv) fourth, to the payment of Rent due and unpaid hereunder; and (v) the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should that portion of such Rent received from such reletting during any month, which is applied to the payment of Rent hereunder, be less than the Rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand. Tenant shall also pay to Landlord, as soon as ascertained, any and all costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the Rent received from such reletting.

SECTION 20. REMEDIES CUMULATIVE

The remedies provided for in this Lease are cumulative and may be exercised in addition to and concurrently with any other remedies available to Landlord at law or in equity, by statute, or otherwise.

SECTION 21. LANDLORD’S RIGHT TO CURE DEFAULT

All agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for ten (10) days after notice thereof by Landlord, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant’s behalf to be made or performed as provided in this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional Rent hereunder and shall be payable to Landlord on demand, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

SECTION 22. ATTORNEYS’ FEES

If either party commences an action, including for termination of this Lease or eviction of Tenant, against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

SECTION 23. SUBORDINATION AND ATTORNMENT

This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed on the Premises and to all renewals, modifications, consolidations, replacements, and extensions thereof, provided that Tenant's possession of the Premises shall not be disturbed so long as it is not in default hereunder. Upon foreclosure of any such mortgage or deed of trust, Tenant shall attorn to any purchaser. Tenant agrees to execute any documents reasonably requested by Landlord to effectuate such subordination. Landlord agrees to use reasonable efforts to obtain express non-disturbance agreements from any fee mortgagee.

In the event the original Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding on the new owner. Tenant agrees to attorn to such new owner.

SECTION 24. NO MERGER

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION 25. ESTOPPEL CERTIFICATE

At any time and from time to time but on not less than ten (10) days' prior request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, promptly upon request, a certificate certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (ii) the date, if any, to which Rent and other sums payable hereunder have been paid; (iii) that no notice has been received by Tenant of any default that has not been cured, except as to defaults specified in said certificate; and (iv) such other matters as reasonably may be requested by Landlord or any lender. Any such certificate may be relied on by any prospective purchaser, mortgagee, or beneficiary under any deed of trust encumbering the Premises or any part thereof. Failure of Tenant to execute and deliver the certificate within the time period specified above shall constitute, at Landlord's election, either (i) a Default by Tenant under this Lease or (ii) acceptance of such estoppel certificate by Tenant and Tenant's acknowledgement that the statements set forth in the certificate are true and correct, without exception.

SECTION 26. SECURITY OF PREMISES

Landlord is not obligated under this Lease to take any action to protect the security of the Premises or Tenant, its agents, customer, licensees, or invitees, or the property of Tenant, its agents, customers, licensees, and invitees, from the acts of third parties.

SECTION 27. SECURITY DEPOSIT

Concurrently with the execution of this Lease, Tenant shall deposit with Landlord the sum of \$4,000 (the “**Deposit**”). The Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the provisions of this Lease to be performed or observed by Tenant. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all or any portion of the Deposit for the payment of any Rent or other charge in default or the payment of any other sum to which Landlord may become obligated by Tenant’s default, or to compensate Landlord for any loss or damage that Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, then within ten (10) days after demand therefor Tenant shall deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount thereof, and Tenant’s failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant performs all of Tenant’s obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, to Tenant (or, at Landlord’s option, to the last assignee, if any, of Tenant’s interest hereunder) at the earlier of (i) the completion of Tenant’s Work as required under this Lease or (ii) the expiration of the Term and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to the Deposit. Landlord shall have no obligation to pay interest to Tenant on the Deposit or invest the Deposit in an interest-bearing account or to in any way segregate the Deposit from the other funds of Landlord. The Deposit shall not be applied to payment of the Rent due for the last month of the Term without Landlord’s written consent.

SECTION 28. NO WAIVER

The waiver by Landlord or Tenant of any agreement, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision herein contained, nor shall any custom or practice that may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Tenant or Landlord in strict accordance with said terms. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant or Landlord of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord’s or Tenant’s knowledge of such preceding breach at the time of acceptance of such Rent.

SECTION 29. AUTHORITY

Tenant and Landlord warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each party for whom they sign to perform as provided herein.

Commencement of this Lease, and Landlord's obligations hereunder, are contingent upon formal action and approval by the City Council of Landlord, in a duly noticed, public meeting and such approval may be withheld in the City Council's sole and absolute discretion.

SECTION 30. LIMITATION OF LIABILITY

No employee, agent, officers, official, or board member of Landlord shall be personally liable in any manner or to any extent under or in connection with this Lease, and Tenant and its successors and assigns and, without limitation, all other persons, partnerships, corporations, and entities, hereby waive any and all such personal liability and agree to look solely to Landlord's interest in the Premises for the payment of any claim or for any performance.

SECTION 31. SURRENDER

Upon termination of the term of this Lease by lapse of time or otherwise, Tenant agrees it will immediately surrender and deliver up to Landlord physical possession of the Premises, together with all improvements and appurtenances in connection therewith, in good condition, reasonable wear and tear and damage by fire, the elements, and any other cause not attributable to the negligence or willful misconduct of Tenant or its invitees, employees, contractors or subcontractors of any tier, subtenants, licensees, agents, representatives, or other parties engaged on its behalf excepted. Tenant will repair any damage to the Premises that may be occasioned by its removal of the portions of any Tenant work or alterations required to be removed by Landlord and removal of Tenant's personal property and trade fixtures.

SECTION 32. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest. This Lease shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.

SECTION 33. COMPLIANCE WITH LEGAL REQUIREMENTS

At Tenant's sole cost, Tenant shall promptly comply with all laws, statutes, ordinances, rules, regulations, and orders of municipal, state, and federal authorities now in force or that may later be in force (collectively "**Legal Requirements**"), including, but not limited to, OSHA; CalOSHA; all provisions of the Americans With Disabilities Act (the "ADA"); the requirements of any board of fire underwriters or other similar body now or in the future constituted; the requirements of any

federal or state labor board or commission; any direction or occupancy certificate issued by public officers; workers' and unemployment compensation laws; equal employment opportunity laws; and tax withholding laws, insofar as they relate to the condition, use, or occupancy of the Premises or the operation of the Premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party or not, that Tenant has violated any Legal Requirement in the condition, use, or occupancy of the Premises, shall be conclusive of that fact as between Landlord and Tenant.

Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which provides: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Building's property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be Tenant's responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

Tenant wishes to have a CASp inspection of the Premises Initials: _____

Tenant hereby waives its right to a CASp inspection of the Premises Initials: _____

SECTION 34. INDEMNIFICATION

Tenant agrees to defend, indemnify, and hold harmless Landlord and its successors, assigns, co-trustees, partners, shareholders, employees, officers, officials, directors, agents, and representatives (collectively, the "Indemnified Parties") from any and all loss, cost, liability, damage, and expense, including, without limitation, penalties, fines, and attorney's fees and costs, incurred in connection with or arising from any cause whatsoever in, on, or about the Premises, including, without limiting the generality of the foregoing: (i) any default by Tenant in the observance or performance of any of the terms, covenants, or conditions of this Lease on Tenant's part to be observed or performed, (ii) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person or entity claiming by, through, or under Tenant, (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever during the Term, (iv) any violation of Legal Requirements by Tenant or any person or entity claiming through or under Tenant, or by the agents, contractors, employees, subtenants,

licensees, invitees, or visitors of Tenant, (v) any damages sustained or incurred by Landlord from any labor dispute or strike on the part of Tenant's employees or directed at Tenant, (vi) any acts, omissions, or negligence of Tenant or any person or entity claiming by, through, or under Tenant, or of the agents, representatives, contractors or subcontractors of any tier, employees, subtenants, licensees, invitees, or visitors of Tenant or any such person or entity, in, on, or about the Premises, related to events occurring or alleged to have occurred during the Term of this Lease, including, without limitation, any acts, omissions, or negligence in the making or performing of any alterations, or (vii) any claim arising out the failure or the alleged failure of Tenant or Landlord to provide security to the Premises. Tenant further agrees to defend, indemnify, and hold harmless the Indemnified Parties from and against any and all loss, cost, liability, damage, and expense, including, without limitation, attorney's fees and costs, incurred in connection with or arising from any claims by any persons by reason of injury to persons or damage to property occasioned by any use, occupancy, condition, occurrence, happening, act, omission, or negligence referred to in the preceding sentence. In the event any action or proceeding is brought against any Indemnified Party for any claim against which Tenant is obligated to indemnify such Indemnified Party under this Lease, Tenant, upon notice from such Indemnified Party, shall defend such action or proceeding at Tenant's sole expense by counsel reasonably approved by such Indemnified Party.

SECTION 35. TIME OF ESSENCE

Time is of the essence with respect to the obligations to be performed under this Lease.

SECTION 36. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of California. The parties hereto stipulate that any action brought hereunder or in connection herewith shall be brought and be proper in the Superior Court, as the case may be, of Contra Costa County. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

SECTION 37. SEVERABILITY

If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

SECTION 38. PUBLIC USE; NO DEDICATION

The object of this Lease is the complete and continuous use of the Premises by and for the benefit of the public, without discrimination. Tenant agrees that he/she will operate the Premises fully and continuously that the public may enjoy maximum benefits. Notwithstanding anything in this Lease to the contrary, nothing contained in this Lease shall be deemed a gift or dedication of any portion of the Premises to or for the general public or for any public purpose whatsoever.

SECTION 39. PUBLIC RECORDS ACT

Landlord is a public entity subject to the Public Records Act. Information provided to Landlord pursuant to this Lease may be disclosed publicly as required by law. If Landlord receives a request for records related to information obtained from Tenant pursuant to this Lease, Landlord agrees to promptly provide Tenant with written notice of the request. Tenant will then have the time specified in the Landlord's notice to determine whether it considers any of the information confidential, proprietary information and whether it will take legal action to preclude disclosure of the requested information. Tenant understands that the Landlord's notice of a request for records under the California Public Records Act (Gov. Code, Section 6250, et seq.) will require a prompt response from Tenant given the Landlord's obligation to respond to such a request within ten (10) days of its receipt. Absent a timely response from Tenant, Landlord may release the requested records. Landlord shall have no monetary liability to Tenant for release of information pursuant to a request under the California Public Records Act or any subpoena; nor shall Landlord be obligated to defend against any challenge related to a California Public Records Act request or a subpoena for records that Tenant asserts are confidential. Tenant further agrees to be liable for and pay all judgments against the Landlord, as well as attorney fees and costs, resulting from a challenge related to a records request or subpoena for records that Tenant asserts are confidential.

SECTION 40. COUNTERPARTS

This Lease Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

LANDLORD

CITY OF ANTIOCH

Dated: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____

TENANT:

Sean McCauley Investments, Inc.,
a California corporation

Dated: _____

By: _____

Name: _____

Its: _____

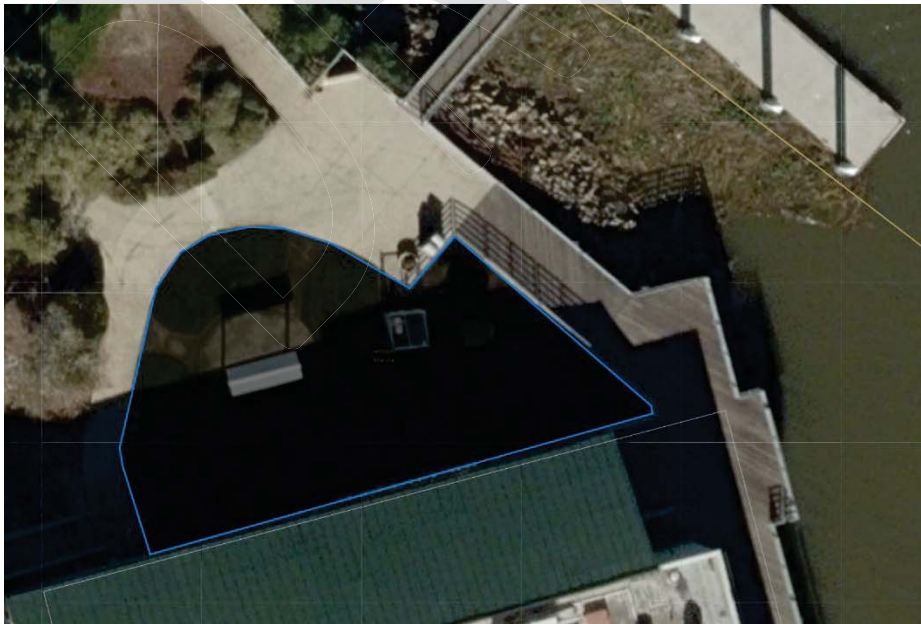
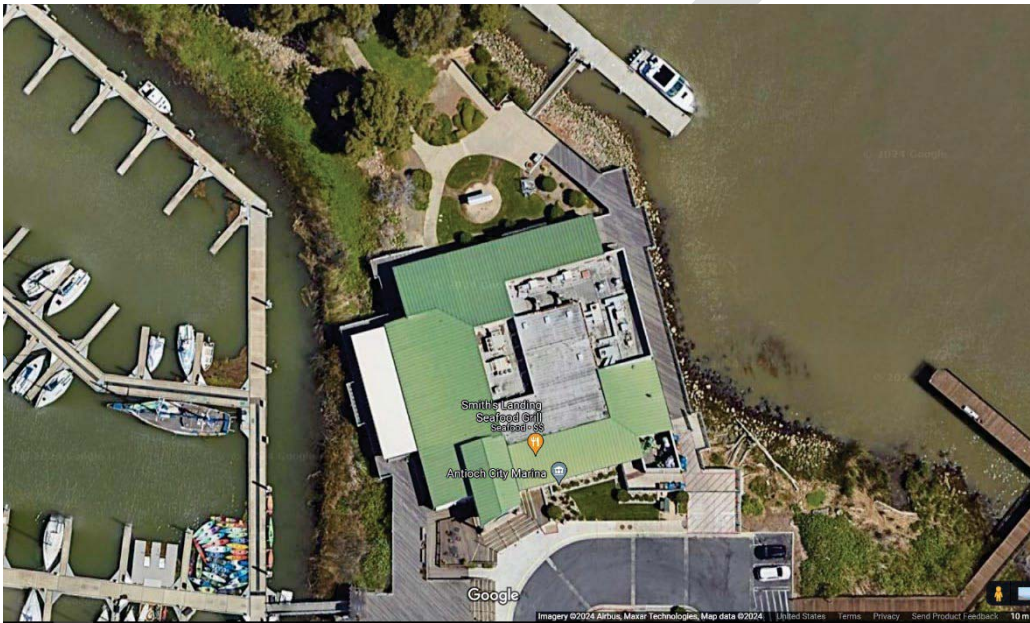
SIGNATURE PAGE
TO
CITY OF ANTIOCH
LOT LEASE AGREEMENT

EXHIBIT A

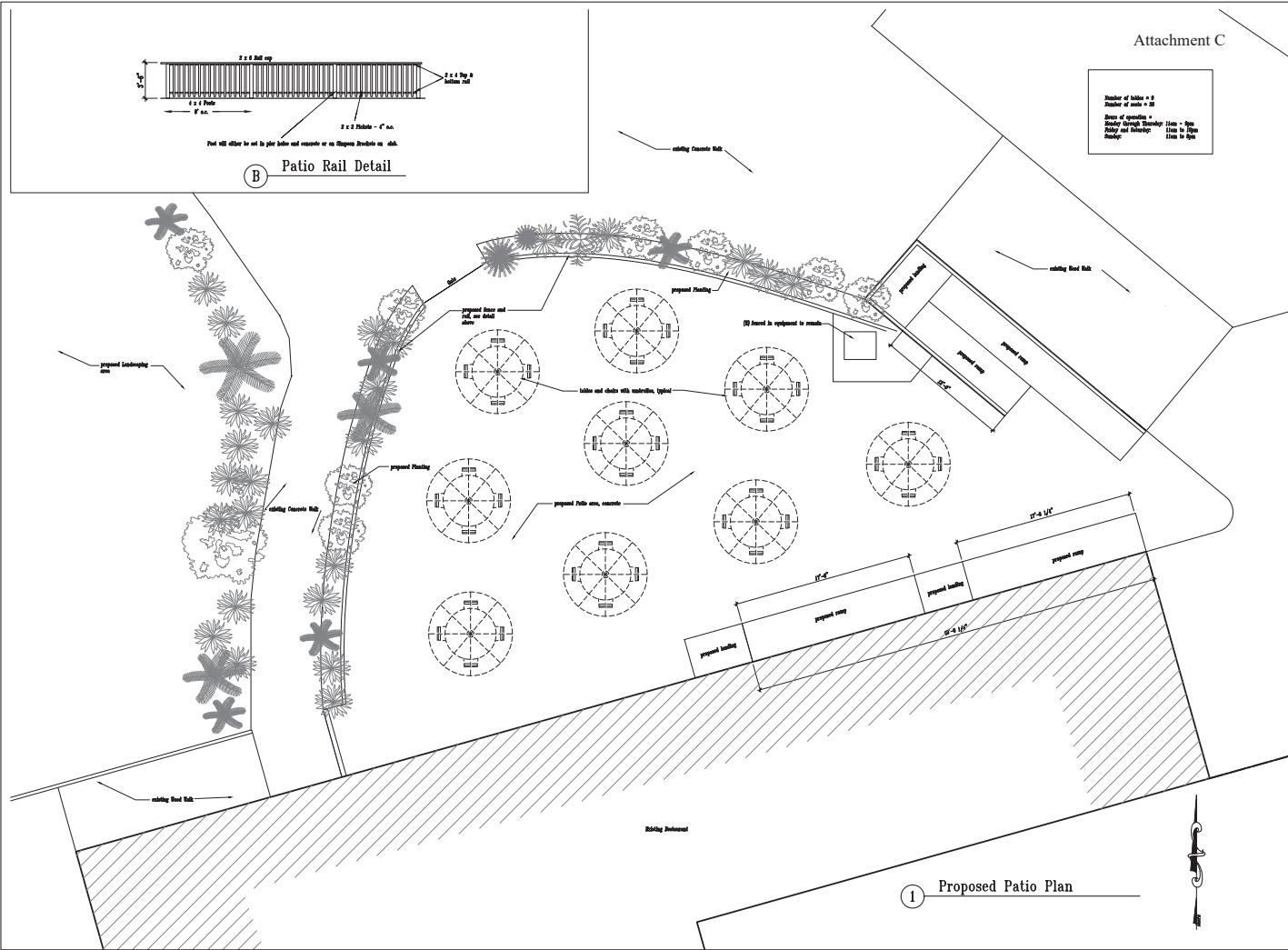
Description and Depiction of the Premises

APN: 066-010-017-3

Los Medanos Tide Land Survey Number 25 in Parcel Map 139 on Page 12 in the City of Antioch, in Contra Costa County, California.



Sq Feet (US)
 Measurement Result
 2,540 Sq Feet (US)
 Clear



Attachment C

Number of tables = 8
Number of seats = 32
Number of openings = 8
Number of openings = 8
Number of openings = 8
Number of openings = 8



Smith's Landing Patio

Antioch, CA 94531

Drawing Title:

Elevation Renderings,
Site Renderings

Scale: NTS

Drawn By: _____

Job Number: 2023110

Drawing Number: _____

A102

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 8, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Zoe Merideth, Planning Manager *ZM*

APPROVED BY: David A. Storer, AICP, Interim Community Development Director *DAS*

SUBJECT: Planning Commission Appointment for a Partial Term Vacancy,
Expiring October 2025

RECOMMENDED ACTION

It is recommended that the Mayor nominate the candidate for appointment and the City Council adopt a resolution approving the Mayor's appointment of [name of appointee] to the Planning Commission for the Partial-Term vacancy, expiring October 2025.

FISCAL IMPACT

There is no fiscal impact as these are voluntary positions.

DISCUSSION

The Planning Commission is a seven (7) member advisory body that makes recommendations to the City Council on the physical development of the City. The Commission reviews and makes recommendations on all provisions of the General Plan, land subdivisions, and zoning as specified by the Zoning Code and as set forth in the State Government Code and by the California Environmental Quality Act. The Planning Commission also has the authority to approve Use Permits, Variances and Design Review Applications. Planning Commissioners are appointed by the Mayor to four (4) year terms.

In general law cities where the office of the mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees, unless otherwise specifically provided by statute. Under Antioch Municipal Code §2-5.201, the Mayor shall nominate candidates for membership on all boards and commissions. Nominees shall be appointed to each board and commission upon receiving approval of at least a majority vote of the City Council.

The City Clerk's Office advertised to fill the vacancy by making announcements at the City Council meeting and posting the vacancy on the City's website. The advertisement was to fill a partial-term vacancy expiring in October 2025. Three applications were

received and provided to Mayor Bernal to interview. The applications received are included as Attachment B. Filling this vacancy ensures the Planning Commission will have sufficient quorum should there be absences or resignations.

Mayor Bernal is nominating William Spijker for the partial-term expiring October 2025.

ATTACHMENT

- A. Resolution for One Partial-Term Vacancy, Expiring October 2025
- B. Applications Received, in alphabetical order

ATTACHMENT "A"

RESOLUTION NO. 2025/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING *[INSERT NAME OF APPOINTEE AFTER APPOINTMENT]* TO THE
PLANNING COMMISSION FOR ONE PARTIAL-TERM VACANCY, EXPIRING
OCTOBER 2025**

WHEREAS, there is currently a partial-term vacancy to finish a four-year term, expiring October 2025, on the Planning Commission;

WHEREAS, the City Clerk's Office announced and accepted applications for the vacancies;

WHEREAS, Mayor Ron Bernal considered the applications received and interviewed each of the interested applicants;

WHEREAS, Antioch Municipal Code Section 2-5.201 requires the Mayor to nominate candidates for membership on all boards and commissions and requires nominees to receive approval of at least a majority vote of the City Council to be appointed to a board or commission; and

WHEREAS, Mayor Ron Bernal has nominated *[insert name of appointee after appointment]* to the Planning Commission, for a partial-term expiring October 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Mayor's appointment *[insert name of appointee after appointment]* to serve on the Planning Commission for a partial-term expiring October 2025.

* * * * *

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 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APR 25 2025

**Community Service Application for:
PLANNING COMMISSION**

RECEIVED

One (1) vacancy, expiring October 2025


Deadline Date: By 5:00 p.m., April 25, 2025

*Required field

APPLICANT INFORMATION			<input type="checkbox"/> Youth 14-17
*Full Name: Don M. Aguillard	Main Phone: [REDACTED]	Alternate Phone: ()	
*Residence Address: [REDACTED] Antioch, CA	E-mail Address: [REDACTED]		
Employer/School:	Occupation: Retired/Nonprofit Urban Developer	Resident since: 2022	
*PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)			
*Full Name:	Main Phone: ()	Alternate Phone: ()	
*Residence Address: Antioch, CA	E-mail Address:		
*QUESTIONNAIRE			
<p>Please answer the questions below on a <u>separate sheet(s)</u> and attach. Applications without these questions answered will <u>not</u> be considered. Please attach your resume (<i>recommended to enhance your application</i>).</p> <ol style="list-style-type: none"> List (3) main reasons for your motivation to join the Planning Commission. What skills or experience do you have that will serve the Planning Commission? What do you think is the single most important skill for a Planning Commissioner? Do you have any particular areas of interest with respect to Planning? Please add any other information/comments that would be helpful in reviewing your application. 			
*ACKNOWLEDGEMENTS			
<p>My signature below indicates my understanding and acknowledgement that:</p> <p><input type="checkbox"/> *This completed application is available for public review (<i>youth applications are exempt</i>).</p> <p><input type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement.</p> <p><input type="checkbox"/> *To the best of my ability, I will attend the Planning Commission regular meetings: Every 1st and 3rd Wednesday of the month at 6:30 p.m.</p>			

Please return completed application by:

- Mail to: Office of the City Clerk
P.O. Box 5007, Antioch CA 94531
- In Person: Antioch City Hall-Clerk's Office
200 H Street, 3rd Floor
- Email to: cityclerk@antiochca.gov

	04/25
*Applicant Signature	*Date
<hr/>	
*Parent/Guardian Signature	*Date
<p>(An original, signed application with parent/guardian signature is required, if a minor)</p>	

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

Purpose:

The Planning Commission review and make recommendations to the City Council on the physical development of the City: all provisions of the General Plan, land use, and zoning as specified by the Zoning Code, and as set forth in the State Government Code and the California Environmental Quality Act (CEQA). The Commission also reviews site plans, architectural design, signs, or other exterior design features of new and remodeled buildings.

Commission Seats:

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

Meetings:

- Held every first and third Wednesday of every month at 6:30 p.m. in the City Council Chambers; or on other dates as needed.

Requirements:

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



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

PLANNING COMMISSIONER QUESTIONS (Don M. Aguillard)

List (3) main reasons for your motivation to join the Planning Commission.

1.Impactful Policy Development**: Joining the Planning Commission offers the opportunity to contribute to the development of strategic policies that shape the future of the City of Antioch and its regions. Being part of a team that influences urban planning, economic development, and resource management can lead to meaningful improvements in quality of life for citizens.

2.Collaboration and Innovation**: The Planning Commission often involves collaboration with a diverse range of stakeholders, including government agencies, community organizations, and the public. This collaborative fosters innovation and the exchange of ideas, allowing for the development of creative solutions to complex challenges in planning and development.

3.Professional Growth and Expertise**: Working with the Planning Commission provides a platform for professional development and public policy, and strategic planning. Gaining experience in this field can lead to career advancement and a deeper understanding of the planning processes that drive sustainable development .

2. What skills or experience do you have that will serve the Planning Commission?

I believe that my analytical, communication & collaboration, project management, knowledge of urban planning and problem solving abilities as well as previous experience chairing and serving on the City of Stockton's Planning Commission makes me a asset to the City of Antioch's Planning Commission.

3. What do you think is the single most important skill for a Planning Commissioner?

The single most important skill for a Planning Commissioner is the ability to critically analyze and evaluate complex information. Evaluating proposals, understanding data, balancing diverse interests and making informed recommendations.

4. Do you have any particular areas of interest with respect to Planning? My experience in updating city ordinances that impacted our city, understanding our General Plan and learning about all previous situations and issues Antioch has been faced with.

Don M. Aguillard, MBA

Former Chairman Mayor's Task Force on Persons with Disabilities

Former Planning Commissioner, City of Stockton, Dist. 5

UC Certified Master Gardener

APR 17 2025

RECEIVED

One (1) vacancy, expiring October 2025

Deadline Date: By 5:00 p.m., April 25, 2025

*Required field

APPLICANT INFORMATION		<input type="checkbox"/> Youth 14-17
*Full Name: Tangie R. Leverett	Main Phone: [REDACTED]	Alternate Phone: ()
*Residence Address: [REDACTED] Antioch, CA	E-mail Address: [REDACTED]	
Employer/School: Self Employed	Occupation: REALTOR	Resident since: 1994

*PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)		
*Full Name:	Main Phone: ()	Alternate Phone: ()
*Residence Address: Antioch, CA	E-mail Address:	

*QUESTIONNAIRE
<p>Please answer the questions below on a <u>separate sheet(s)</u> and attach. Applications without these questions answered will <u>not</u> be considered. Please attach your resume (recommended to enhance your application).</p> <ol style="list-style-type: none"> List (3) main reasons for your motivation to join the Planning Commission. What skills or experience do you have that will serve the Planning Commission? What do you think is the single most important skill for a Planning Commissioner? Do you have any particular areas of interest with respect to Planning? Please add any other information/comments that would be helpful in reviewing your application.

*ACKNOWLEDGEMENTS
<p>My signature below indicates my understanding and acknowledgement that:</p> <p><input type="checkbox"/> *This completed application is available for public review (youth applications are exempt).</p> <p><input type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement.</p> <p><input type="checkbox"/> *To the best of my ability, I will attend the Planning Commission regular meetings: Every 1st and 3rd Wednesday of the month at 6:30 p.m.</p>

Please return completed application by:

- Mail to: Office of the City Clerk
P.O. Box 5007, Antioch CA 94531
- In Person: Antioch City Hall-Clerk's Office
200 H Street, 3rd Floor
- Email to: cityclerk@antiochca.gov

[REDACTED]	04/17/2025
*Applicant Signature	*Date
<hr/>	
*Parent/Guardian Signature	*Date
<p>(An original, signed application with parent/guardian signature is required, if a minor)</p>	

Application for City of Antioch Planning Commission
Tangie R. Leverett

1. List (3) main reasons for your motivation to join the Planning Commission.
 - (a) The opportunity to have a voice in the decision making process
 - (b) The desire to serve my community
 - (c) To be a part of the planning process
2. What skills or experience do you have that will serve the Planning Commission?
 - (a) I have been a local REALTOR® for 28 years
 - (b) I have a Professional Certificate in Local Government and Community from the Davenport Institute for Public Engagement and Civic Leadership
3. What do you think is the single most important skill for a Planning Commissioner?
 - (a) My Real Estate Background
4. Do you have any particular areas of interest with respect to Planning?
 - (a) New Business Growth in the City
5. Please add any other information/comments that would be helpful in reviewing your application.

I have lived in the City of Antioch for 30 years and despite of all of the bad press that Antioch receives I still believe that is is a great community for families and believe it is important to grow businesses in the city and to increase the tax base.



PEPPERDINE
School of Public Policy

Davenport Institute for Public Engagement and Civic Leadership

presents

Tangie R. Leverett

with this

Professional Certificate in Local Government & Community: Partnering for Success

for the successful completion of the program on

November 20, 2024

In witness whereof the official signature is hereto affixed

Pete Peterson
Dean of the School of Public Policy



Maureen Tobin
Executive Director, Davenport Institute



APR 24 2025
RECEIVED

**Community Service Application for:
PLANNING COMMISSION**

One (1) vacancy, expiring October 2025
Deadline Date: By 5:00 p.m., April 25, 2025

*Required field

APPLICANT INFORMATION		
<input type="checkbox"/> Youth 14-17		
*Full Name: William Spijker	Main Phone: [REDACTED]	Alternate Phone: ()
*Residence Address: [REDACTED] Antioch, CA	E-mail Address: [REDACTED]	
Employer/School: Kaiser Permanente	Occupation: Finance Systems Analyst	Resident since: 1999

*PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)		
*Full Name:	Main Phone: ()	Alternate Phone: ()
*Residence Address: Antioch, CA	E-mail Address:	

*QUESTIONNAIRE
<p>Please answer the questions below on a <u>separate sheet(s)</u> and attach. Applications without these questions answered will <u>not</u> be considered. Please attach your resume (<i>recommended to enhance your application</i>).</p> <ol style="list-style-type: none">1. List (3) main reasons for your motivation to join the Planning Commission.2. What skills or experience do you have that will serve the Planning Commission?3. What do you think is the single most important skill for a Planning Commissioner?4. Do you have any particular areas of interest with respect to Planning?5. Please add any other information/comments that would be helpful in reviewing your application.

*ACKNOWLEDGEMENTS
<p>My signature below indicates my understanding and acknowledgement that:</p> <p><input type="checkbox"/> *This completed application is available for public review (<i>youth applications are exempt</i>).</p> <p><input type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement.</p> <p><input type="checkbox"/> *To the best of my ability, I will attend the Planning Commission regular meetings: Every 1st and 3rd Wednesday of the month at 6:30 p.m.</p>

Please return completed application by:

- Mail to: Office of the City Clerk
P.O. Box 5007, Antioch CA 94531
- In Person: Antioch City Hall-Clerk's Office
200 H Street, 3rd Floor
- Email to: cityclerk@antiochca.gov

	4/24/2025
*Applicant Signature	*Date
*Parent/Guardian Signature	*Date
(An original, signed application with parent/guardian signature is required, if a minor)	

WILLIAM A. SPIJKER

• Antioch, CA. 94531 •

OBJECTIVE

I am applying for the vacant position on the Antioch Planning Commission. I have been a resident of Antioch since 1999, and a frequent visitor since 1997. I have raised my children here, while witnessing firsthand the city's tremendous growth over that period. Many of the city facilities we take for granted now, were once only visions in the minds of past city leaders, and the decisions made years ago have resulted in the city we now enjoy. I recognize the importance of community planning and would like to give back to my community by participating in the design review process, utilizing my experience and expertise to support the responsibilities of the Planning Commission, while serving shoulder-to-shoulder with other planning commission members and city staff in a cooperative environment.

EMPLOYER

2021 – Present Kaiser Permanente Program Offices, Remote, assigned to Pleasanton, CA office
Data Reporting & Analytics Consultant IV – Data & Tools Management Team

2012 – 2021 Kaiser Permanente IT, Planning, Reporting, Costing, Pleasanton, CA
Lead Financial Analyst – Financial Planning & Analysis Team

2010 – 2011 Kaiser Permanente IT, Planning, Reporting & HPHO, Pleasanton, CA
Lead Financial Analyst – Finance Strategic Projects Team

2007 – 2010 Kaiser Permanente IT, Planning, Reporting & HPHO, Pleasanton, CA
Senior Financial Analyst – Tools & Software Team

In a variety of roles with Kaiser Permanente, I have generally functioned as a liaison between the Finance function and the IT department, mainly interpreting guidelines for Budgeting and Forecasting, and ensuring that the planning systems are in alignment with those guidelines, while also in compliance with Kaiser Permanente standards. This includes the maintenance of planning systems, data cleansing, and supervising software developers and support personnel to ensure planning systems are ready when needed. In my current role, I also get involved in setting standards for how planning data is presented to our financial analysts, including the review of reporting requests to ensure that they are fully conceived, align with reporting standards, approved by relevant leaders, and that the data exists to meet the request.

QUESTIONNAIRE RESPONSES

1: List 3 main reasons for your motivation to join the Planning Commission

- a. As mentioned in the objective section of my attached resume, I have been a resident of Antioch since 1999, and a frequent visitor since 1997. I have raised my children here, while witnessing firsthand the city's tremendous growth over that period. Many of the city facilities we take for granted now, were once only visions in the minds of past city leaders, and the decisions made years ago have resulted in the city we now enjoy. I recognize the importance of community planning and would like to give back to my community by participating in the design review process, utilizing my experience and expertise to support the responsibilities of the Planning Commission, while serving shoulder-to-shoulder with other planning commission members and city staff in a cooperative environment
- b. I have a long-time appreciation for architecture, having taken several classes during college while I briefly explored a career in Architecture. As part of my coursework, which also included engineering drawing, I was given an assignment to design a small 10-unit housing community that had to meet a list of planning guidelines as provided by the instructor. This was an introductory-level class, but I came away from that experience with an appreciation for the difficulty of meeting regulatory requirements while also designing with a residential customer in mind.
- c. As part of my long part-time fascination of architecture and construction, I have also been a long-time viewer of the PBS show "This Old House", which routinely finds and repairs old New England homes that often are in historic districts where preservation of the street view is important to local residents. I see similarities with Antioch's desire to honor the history of our downtown district, and preserve its unique charm for generations to come, while also adapting to meet the needs and expectations of current residents and business owners.

2: What Skills or experience do you have that will serve the Planning Commission?

Besides the experience and fascinations listed above which indicate a general interest in planning and architecture, I have also sat on the Board of Directors for two different Homeowner Associations, located in Pleasant Hill and Martinez, where I lived from 1986-1999. Our HOA boards were routinely faced with requests from residents for various issues, but which also included requests for variances to the community design standards so they could improve their exterior patios, windows, etc. I learned to be a more patient listener, and to understand that some level of flexibility and accommodation could be allowed without undermining the general standards.

3. What do you think is the single most important skill for a Planning Commissioner?

I would imagine that the size and type of projects submitted to the Planning Commission varies by quite a bit, as would be typical for a city the size of Antioch. So being able to fully understand the scope of each project and understand the potential impact to both nearby residents and other residents outside of the immediate area would be important. That would be in addition to staying current on changes to state and federal regulations, and City Council decisions.

4. Do you have any particular areas of interest with respect to Planning?

I enjoy biking recreationally, and I have observed that bicycle access to the downtown area, and to the waterfront in general, is not optimal for encouraging recreational visits. I would like that addressed although I expect it will take some time, given that only a few specific routes are mentioned in the downtown plan.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 8, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Interim City Attorney DC

SUBJECT: Alluvium, LLC (“Lemonnade”): Review and Possible Adoption of Resolution Approving Proposed Change in Ownership

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution Approving Alluvium, LLC dba Lemonnade’s change of ownership; and Authorizing the City Manager to sign an amended operating agreement, in a form approved by the City Attorney, to incorporate Lemonnade’s change of ownership.

FISCAL IMPACT

The proposed action should have no effect on the City budget.

DISCUSSION

Lemonnade has an approved cannabis business at 2625 Crow Street, Antioch. The operation is approved for a dispensary with delivery and “Type N” infusion license.

On June 12, 2024, the Contra Costa Superior Court appointed a receiver to manage Lemonnade’s assets and operations. On January 29, 2025, the Court authorized the receiver to sell Lemonnade to a suitable cannabis operator. The receiver has identified Catalyst as the purchaser. It has also negotiated an asset purchase agreement for transfer of all Lemonnade’s assets.

Ordinarily, an assignment request such as this would be vetted by the Cannabis Subcommittee before being presented to the full City Council. But given the time that has elapsed since the Court’s authorization of sale – in January – the City Attorney has recommended that this matter be presented directly to the City Council, rather than await scheduling at the next Subcommittee meeting.

The City’s operating agreement with Lemonnade limits Lemonnade’s ability to assign their operating agreement to another business. Assignment includes any change in ownership, including a change in partners, of the business. Assignment is not allowed without City Council approval at a duly noticed public meeting pursuant to Section 13 of the operating

agreement. The purpose of this provision is to make sure that an assignment does not occur without the City having the opportunity to review the proposed assignee's knowledge, experience, expertise, and financial stability as relating to cannabis businesses. The current Operating Agreement is attached for reference. The purchase and sale agreement is also attached.

As provided in its attached business summary, Catalyst is the second largest cannabis retailer in California and has substantial experience operating cannabis businesses in the state. Catalyst also has substantial financial resources sufficient to operate a cannabis business in Antioch.

In sum, the operating agreement (Section 13) requires this type of transfer of ownership to be approved by the City Council. Without such approval, the transfer is invalid or violative of the operating agreement. Staff recommends the City Council review and approve this change, as well as adopt a resolution amending the Operating Agreement.

ATTACHMENTS

- A. Resolution
- B. May 29, 2025 letter from Catalyst, with:
 - Cover letter
 - Civil complaint
 - Order appointing receiver
 - Asset purchase agreement
 - Order approving sale
 - Catalyst operations summary

RESOLUTION NO. 2025/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
A CHANGE IN OWNERSHIP FOR ALLUVIUM INC. ("LEMONNADE")**

WHEREAS, on August 13, 2019, by Resolution No. 2019/115, the City Council approved Cannabis Business Use Permit no. 18-21 ("Use Permit") for Alluvium, Inc. ("Lemonnade");

WHEREAS, on November 26, 2019, by Resolution No. 2019/180, the City Council approved the Operating Agreement for Lemonnade ("Operating Agreement");

WHEREAS, the City and the operator entered into a First Amendment to Operating Agreement effective December 9, 2020 ("First Amendment");

WHEREAS, on June 12, 2024, the Superior Court for the County of Contra Costa entered an order appointing a receiver to take possession of and manage the assets of Lemonnade;

WHEREAS, subsequently, on January 29, 2025, the Superior Court approved the sale of all assets of Lemonnade, including its interests in the Use Permit and Operating Agreement, to Catalyst, through its operating entity South Cord Management, LLC ("Catalyst");

WHEREAS, Section 13 of the Operating Agreement (which was not amended by the First Amendment) requires this type of transfer of ownership to be approved by the City Council;

WHEREAS, without City Council approval, the transfer of ownership violates the terms of the Operating Agreement;

WHEREAS, the City Council has considered Catalyst's experience in the cannabis industry and its financial stability;

WHEREAS, the City Council has received public comment on this matter at its July 8, 2025, regular meeting; and

WHEREAS, the City Council has considered Lemonnade's request for approval of its change of ownership and the potential benefits to the Antioch community by providing additional funding for programs to address community needs within Antioch.

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

1. approves Alluvium, Inc.'s change of ownership and recognizes Catalyst, through its operating entity South Cord Management, LLC as the sole shareholder of Alluvium, LLC, owning 100 percent of the shares; and

2. authorizes the City Manager to sign an amended operating agreement, in a form approved by the City Attorney, to incorporate Alluvium, Inc.'s change of ownership.

* * * * *

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 8th day of July, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH



May 29, 2025

To:
City of Antioch
Office of the City Attorney
dcole@antiochca.gov

From:
Catalyst
401 Pine Ave.
Long Beach, CA 90802

RE: Operator Change for Use Permit #UP-18-21

Please accept this written request regarding the acquisition by South Cord Holdings LLC, a California limited liability company, and its assignee Catalyst - Antioch LLC, a California limited liability company (collectively, "Catalyst"), of substantially all assets of Alluvium Inc. ("Lemonade"), consisting of the cannabis storefront operation located at 2625 Crow Ct, Antioch, CA 94509 (the "Site").

On June 12, 2024, the court appointed Kevin Singer of Receivership Specialists to take possession of and manage the assets of Lemonade. Subsequently, on January 29, 2025, the court approved the sale of all assets of the cannabis retail dispensary, including the City of Antioch's Cannabis Business Use Permit #UP-18-21, to Catalyst pursuant to the terms of the Asset Purchase Agreement (the "Sale Order"). Simultaneously, Catalyst, through its operating entity South Cord Management LLC, a California limited liability company, entered into a Management Services Agreement to continue the operations of the business pending the completion of the sale. For your convenience, the documents evidencing these facts are attached herein as Exhibit A.

In compliance with Section 13 of the Operating Agreement, dated November 26, 2019, entered into by and between Lemonade and the City of Antioch, Catalyst has provided evidence and documentation demonstrating its specialized knowledge, experience, expertise, and financial stability to the City for its review and consideration.

Catalyst has reviewed the Operating Agreement and Cannabis Business Use Permit #UP-18-21 and represents that it agrees to all terms and conditions therein and will not be requesting any modifications. In furtherance of this, Catalyst is providing the following documents that demonstrate of Catalyst's "specialized knowledge, experience and financial stability" (see attached herein as Exhibit B).

In light of the foregoing, Catalyst respectfully requests an opportunity to appear at the next City Council meeting to seek the Council's approval of the transfer of Cannabis Business Use Permit #UP-18-21 in connection with the acquisition of Lemonade's assets.

Thank you in advance for your time and consideration. Please contact me with any further questions or concerns.

Should you have any questions or require further clarification, please do not hesitate to contact me at 909-210-7031 or anthony.almaz@southcordholdings.com.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Anthony Almaz', written over a horizontal line.

Anthony Almaz, General Counsel

EXHIBIT A

[See Next Page]

PLD-C-001

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: J. Raza Lawrence FIRM NAME: Zuber Lawler LLP STREET ADDRESS: 350 S. Grand Avenue, 32nd Floor CITY: Los Angeles TELEPHONE NO.: (213) 596-5620 EMAIL ADDRESS: rlawrence@zuberlawler.com ATTORNEY FOR (name): Devlin Braswell; Senique Braswell STATE BAR NUMBER: 233771 STATE: CA ZIP CODE: 90071 FAX NO.: (213) 596-5621	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court Street MAILING ADDRESS: (same) CITY AND ZIP CODE: Martinez, CA 94553 BRANCH NAME: Wakefield Taylor Courthouse	Per local Rule, This case is assigned to Judge Mockler, Terri, for all purposes.
PLAINTIFF: Devlin Braswell; Senique Braswell DEFENDANT: Alluvium Inc. <input checked="" type="checkbox"/> DOES 1 TO 50	
CONTRACT <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):	
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE (does not exceed \$35,000) Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$35,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	CASE NUMBER: <div style="text-align: center; font-size: 1.2em;">C24-00866</div>

1. **Plaintiff* (name or names):**
 Devlin Braswell; Senique Braswell
 alleges causes of action against **defendant* (name or names):**
 Alluvium Inc.
2. This pleading, including attachments and exhibits, consists of the following number of pages: 9
3. a. Each plaintiff named above is a competent adult
☐ **except** plaintiff (name):
 (1) ☐ a corporation qualified to do business in California.
 (2) ☐ an unincorporated entity (describe):
 (3) ☐ other (specify):
- b. ☐ Plaintiff (name):
 (1) ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 (2) ☐ has complied with all licensing requirements as a licensed (specify):
- c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
☒ **except** defendant (name): Alluvium Inc. ☐ **except** defendant (name):
 (1) ☐ a business organization, form unknown. (1) ☐ a business organization, form unknown.
 (2) ☒ a corporation. (2) ☐ a corporation.
 (3) ☐ an unincorporated entity (describe): (3) ☐ an unincorporated entity (describe):
 (4) ☐ a public entity (describe): (4) ☐ a public entity (describe):
 (5) ☐ other (specify): (5) ☐ other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

Page 1 of 2

SHORT TITLE:

Devlin Braswell; Senique Braswell v. Alluvium Inc.

CASE NUMBER:

4. b. The true names of defendants sued as Does are unknown to plaintiff.

(1) ☐ Doe defendants (*specify Doe numbers*): were the agents or employees of the named defendants and acted within the scope of that agency or employment.(2) ☐ Doe defendants (*specify Doe numbers*): are persons whose capacities are unknown to plaintiff.c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (*names*):5. ☐ Plaintiff is required to comply with a claims statute, **and**a. ☐ has complied with applicable claims statutes, *or*b. ☐ is excused from complying because (*specify*):6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

a. ☒ a defendant entered into the contract here.b. ☐ a defendant lived here when the contract was entered into.c. ☐ a defendant lives here now.d. ☒ the contract was to be performed here.e. ☒ a defendant is a corporation or unincorporated association and its principal place of business is here.f. ☐ real property that is the subject of this action is located here.g. ☐ other (*specify*):8. The following causes of action are attached and the statements above apply to each (*each complaint must have one or more causes of action attached*):☒ Breach of Contract☐ Common Counts☐ Other (*specify*):9. ☐ Other allegations:10. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and fora. ☒ damages of: \$846,562.50b. ☒ interest on the damages(1) ☒ according to proof(2) ☐ at the rate of (*specify*): percent per year from (*date*):c. ☒ attorney's fees(1) ☐ of: \$(2) ☒ according to proof.d. ☒ other (*specify*):

An additional \$282,187.50 if \$94,062.50, due on each of April 1, 2024, May 1, 2024 and June 1, 2024 is not paid.

11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (*specify paragraph numbers*):

Date: March 28, 2024

J. Raza Lawrence

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE:

CASE NUMBER:

Devlin Braswell; Senique Braswell v. Alluvium Inc.

CAUSE OF ACTION—Breach of Contract

(number)

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Devlin Braswell; Senique Braswell

alleges that on or about (date): May 27, 2023

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement):

Devlin Braswell; Senique Braswell and Alluvium Inc.

☒ A copy of the agreement is attached as Exhibit A, or☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☐ are as follows (specify):

BC-2. On or about (dates): July 1, 2023 through the present

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☒ the following acts (specify):

Defaulting in the payment of monthly principal and interest of \$94,062.50 totaling \$846,562.50. Additional monthly payments of \$94,062.50 are due on April 1, 2024, May 1, 2024 and June 1, 2024 and if not paid an additional \$282,187.50 will also be due and payable.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☒ as follows (specify):

\$846,562.50. An additional \$282,187.50 will also be suffered as damages if three additional monthly payments due April 1, 2024, May 1, 2024 and June 1, 2024 are not paid.

BC-5. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☒ according to proof.BC-6. ☐ Other:

Page _____

Page 1 of 1

EXHIBIT A

EXHIBIT A

PROMISSORY NOTE**Principal Amount:****\$1,050,000.00****Antioch, California****Issue Date: May 27, 2023**

For value received, the undersigned, Alluvium, Inc., a California corporation (the “Borrower”) hereby unconditionally promises to pay to the order of Devlin Braswell and Senique Braswell having their principal place of business at 5557 Sunview Way, Antioch, California 94531 (the “Lender”), the principal amount of One Million, Fifty Thousand and 00/100 U.S. Dollars (\$1,050,000.00) (the “Principal Amount”), together with 5.00% per annum interest thereon over Twelve Months (12) commencing on July 1, 2023 (computed on the basis of a 360-day year for the actual number of days elapsed) according to the terms of this promissory note (this “Note”).

1. Repayment of the Note. The Principal Amount with interest outstanding hereunder shall be payable upon the over the term of Twelve Months (as defined below) commencing July 1, 2023 to Lender.

(a) **Optional Prepayments.** The Borrower may prepay any amounts owing under this Note, in whole or in part, at any time and from time to time, without premium or penalty.

(b) **Method of Payment.** The Borrower will make all payments of principal and interest at five percent (5.00%) per annum under this Note by wire transfer of immediately available funds to the bank account specified by the Lender in written notice delivered to the Borrower at least three (3) business days before the applicable first payment date of July 1, 2023.

(c) **Monthly Payments.** The Principal Amount, together with interest at five percent (5.00%) per annum, shall become due and payable on the first (1st) of each month commencing July 1, 2023, with a grace period of 10 calendar days, payable in equal installments of \$91,875.00 each month (total interest to be paid shall be \$52,500.00). A late fee of \$500.00 shall be assessed for any late payments made after the 10th calendar day.

2. Event of Default. An event of default will occur if the Borrower fails to pay timely the Principal Amount and interest pursuant to this Note (an “Event of Default”) including any grace period. Upon an Event of Default, the unpaid portion of the Principal Amount will bear simple interest from the date of the Event of Default to the payment date at a rate equal to seven and one half percent (7.50%) per annum, for the duration of such Event of Default.

3. Remedies.

(a) At any time an Event of Default exists or has occurred and is continuing, the Lender shall have all rights and remedies provided in this Note, all of which rights and remedies may be exercised without notice to or consent by the Borrower except as such notice or consent is expressly provided for hereunder or required by applicable law. All rights, remedies and powers granted to the Lender hereunder, or under other applicable law, are cumulative, not exclusive and

enforceable, in the Lender's discretion, alternatively, successively, or concurrently on any one or more occasions.

(b) The Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by the Lender in the collection of the indebtedness evidenced by this Note, in enforcing any of the rights, powers, remedies and privileges of the Lender hereunder, or in connection with any further negotiations, modifications, releases, or otherwise incurred by the Lender in connection with this Note. As used in this Note, the term "attorneys' fees" shall mean reasonable charges and expenses for legal services rendered to or on behalf of the Lender in connection with the collection of the indebtedness evidenced by this Note at any time whether prior to the commencement of judicial proceedings and/or thereafter at the trial and/or appellate level and/or in pre-judgment and post-judgment or bankruptcy proceedings.

4. Miscellaneous.

(a) **Notices.** All notices, offers, acceptance and any other acts under this Note (except payment) shall be in writing, and shall be sufficiently given if delivered to the addresses in person, by Federal Express or similar overnight next business day delivery and by email delivery followed by overnight next business day delivery, as follows:

To the Borrower: 30 Grey Whale Place, Bethel Island, California 94511
Email: nursepcoleman@gmail.com

To the Lender: 5557 Sunview Way, Antioch, California 94531
Email: senique.braswell@gmail.com

or to such other address as any of them, by notice to the other may designate from time to time. Time shall be counted from the date of transmission.

(b) **Successors and Assigns.** This Note and the obligations hereunder shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that neither party may assign any of its rights or obligations hereunder without the prior written consent of the other, except that the Lender may assign all or any portion of its rights hereunder to an affiliate of the Lender without such consent by giving written notice of such assignment to the Borrower. Assignment of all or any portion of this Note in violation of this Section 4(b) shall be null and void.

(c) **Amendment; Waiver.** No modification, amendment or waiver of any provision of this Note shall be effective unless in writing and approved by the Borrower and the Lender.

(d) **Setoff.** Upon the occurrence and during the continuation of any Event of Default, the Lender shall have the right, but not the obligation, to set off against this Note any monetary obligations owed by the Lender to the Borrower, if any.

(e) **No Third Party Beneficiaries.** Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other

than the parties and their successors or assigns, any rights or remedies under or by reason of this Note.

(f) **Non-Waiver.** The parties' rights and remedies under this Note are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving party. No waiver given will be applicable except in the specific instance for which it was given. No notice to or demand on a party will constitute a waiver of any obligation of such party or the right of the party giving such notice or demand to take further action without notice or demand as provided in this Note.

(g) **Excessive Charges.** Interest may not accrue under this Note in excess of the maximum interest rate allowed by applicable law. If the Lender receives interest payments at an interest rate in excess of the maximum interest rate allowed by applicable law, then the excess amount will be treated as being received on account of, and will automatically reduce, the Principal Amount then-outstanding under this Note, and if such excess amount exceeds the Principal Amount then-outstanding under this Note, then the Lender will refund to the Borrower the amount by which such excess exceeds the Principal Amount then-outstanding under this Note.

(h) **Severability.** If any court of competent jurisdiction holds any provision of this Note invalid or unenforceable, then the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(i) **References.** The headings in this Note are provided for convenience only and will not affect the construction or interpretation of this Note. Unless otherwise provided, references to "Section(s)" refer to the corresponding section(s) of this Note.

(j) **Construction.** Both the Borrower and the Lender participated in the negotiation and drafting of this Note, assisted by such legal counsel as it desired, and contributed to its revisions. Any ambiguities with respect to any provision of this Note will be construed fairly as to both the Borrower and the Lender and not in favor of or against the Borrower or the Lender. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause. To the extent any provision of the Purchase Agreement conflicts with the provisions of this Note, the provisions of this Note will control.

(k) **Governing Law.** This note is governed by the laws of the State of California, without regard to conflict of laws principles.

(l) **Consent to Jurisdiction.** Each of the Borrower and the Lender hereby (a) agrees to the exclusive jurisdiction of any state or federal court sitting in the City of Oakland, State of California (and the appropriate appellate courts) with respect to any claim or cause of action arising under or relating to the Note, (b) waives any objection based on forum non conveniens and

waives any objection to venue of any such suit, action or proceeding, (c) waives personal service of any and process upon it, and (d) consents that all services of process be made by registered or certified mail (postage prepaid, return receipt requested) directed to it at its address stated in this Note and service so made will be complete when received. Nothing in this Section (l) will affect the rights of the Borrower or the Lender to serve legal process in any other manner permitted by law.

(m) **Waiver of Trial by Jury.** Each party hereby waives its right to a jury trial in connection with any suit, action or proceeding in connection with any matter relating to this note.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The Borrower hereby signs this Note as of the date first written above.

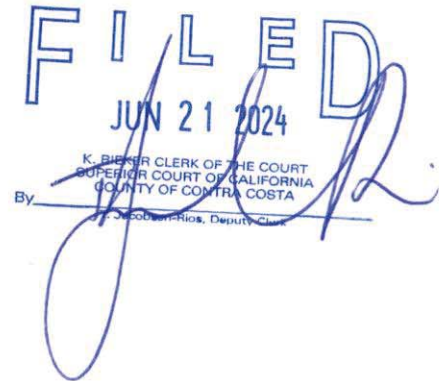
BORROWER: ALLUVIUM, INC., a California corporation

By:	<div>DocuSigned by: <i>Patti Coleman O'Brien</i> 30704E9C7D3844F...</div>
Name:	Patti O'Brien-Coleman
Title:	Class "A" Director

5/19/2023

1 J. RAZA LAWRENCE, (SBN 233771)
rlawrence@zuberlawler.com
2 ZUBER LAWLER LLP
350 S. Grand Avenue, 32nd Floor
3 Los Angeles, California 90071 USA
Telephone: +1 (213) 596-5620
4 Facsimile: +1 (213) 596-5621

5 Attorneys for Devlin Braswell
and Senique Braswell
6
7



8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF CONTRA COSTA
10

11 DEVLIN BRASWELL, an individual; and
12 SENIQUE BRASWELL, an individual,

13 Plaintiffs,

14 v.

15 ALLUVIUM INC., a California corporation,

16 Defendant.
17

Case No. C24-00866

18 ORDER AFTER HEARING ON
19 PLAINTIFF'S MOTION FOR
20 APPOINTMENT OF A RECEIVER AND
PRELIMINARY INJUNCTION

Date: June 12, 2024
Time: 8:30 a.m.
Dept.: 27

Assigned for All Purposes to:
Hon. Terri Mockler, Dept. 27

Action Filed: March 29, 2024
Trial Date: None Set

21 DEVLIN BRASWELL and SENIQUE BRASWELLs' MOTION FOR APPOINTMENT
22 OF A RECEIVER AND PRELIMINARY INJUNCTION came on for hearing before this Court
23 on June 12, 2024, at 8:30 a.m.. After full consideration of the matter, this Court finds as follows:

24 The Court, having read and considered the Breach of Contract Complaint in the *Devlin and*
25 *Senique Braswell v. Alluvium Inc.* action (the "Verified Complaint"), and Plaintiffs' motion for the
26 appointment of a receiver and preliminary injunction ("Application"), together with all other
27 pleadings and papers filed by the parties, and upon hearing the arguments of counsel, and finding
28 good cause therefor,

ORDER AFTER HEARING ON PLAINTIFF'S MOTION FOR APPOINTMENT OF
A RECEIVER AND PRELIMINARY INJUNCTION

1 **IT IS HEREBY ORDERED** as follows:

2 **APPOINTMENT OF RECEIVER**

3 1. **APPOINTMENT OF RECEIVER.** Kevin Singer of Receivership Specialists is
4 appointed as receiver (the "Receiver") in this action effective immediately.

5 2. **OATH.** The Receiver shall file an oath pursuant to Code of Civil Procedure section
6 567(a).

7 3. **PLAINTIFFS' BOND.** Plaintiffs shall post an undertaking in the sum of \$3,500.00
8 pursuant to Code of Civil Procedure section 529(a) and Rule of Court 3.1150.

9 4. **RECEIVER'S BOND.** The Receiver shall post an undertaking in the sum of
10 \$10,000.00 to the effect that the Receiver will faithfully discharge his duties and obey the orders
11 of this Court pursuant to Code of Civil Procedure section 567(b). The Receiver shall be allowed
12 the cost of this undertaking. The Plaintiffs shall advance \$15,000 to the Receiver prior to posting
13 his bond. Said funds can be used to cover Receiver's initial fees and costs. The Receiver shall be
14 authorized to reimburse Plaintiffs for this fee advance if the business has sufficient funds to
15 reimburse.

16 5. **RECEIVER'S FEES.** The Receiver may charge for the Receiver's services at the
17 Receiver's standard billing rate of \$350.00 per hour, billed at a minimum increment of 0.2 hours,
18 plus reimbursement of costs for the Receiver's expenses. Associates at the Receiver's office,
19 including a Senior Project Manager, may charge \$295.00 per hour, Project Managers may charge
20 \$135.00 to \$225.00 per hour, Accountants may charge \$150.00 to \$250.00 per hour,
21 Bookkeeping/Administrative Staff may charge \$95.00 per hour, Administrators may charge
22 \$85.00 per hour, and Messengers who handle cash may charge \$55.00 per hour. Where
23 appropriate, the Receiver will have lower-billing staff members handle certain aspects of the
24 Receivership as a cost-saving measure.

25 6. **THE RECEIVERSHIP ESTATE.** The "Receivership Estate" comprises all of the
26 real, personal, tangible and intangible property and equity interests of Alluvium Inc., a California
27 corporation ("Borrower"). Without limiting the foregoing, the Receivership Estate includes,
28 without limitation:

1 a. all personal property, including, but not limited to, cash and inventory, derived
2 from the Receivership Estate; and

3 b. Borrower's business operations, cannabis dispensary registration certificates and
4 all other permits and licenses pertaining to the operation of the retail cannabis dispensary known
5 as Lemonnade, located at 2625 Crow Ct, Antioch, CA 94509, both tangible and intangible, of
6 whatever kind and description and wherever situated, and the revenues, payments, proceeds, and
7 profits derived from such dispensary wherever located (the "Business").

8 7. POSSESSION BY THE RECEIVER. After filing his oath and bond, the Receiver
9 shall take immediate possession of the Receivership Estate.

10 8. POWERS AND DUTIES OF RECEIVER: The Receiver shall have all powers,
11 duties and authorities as are provided by law to use, operate, manage, and control the Business, to
12 collect and receive any and all profits, and other income from the Business, to protect, preserve,
13 improve, and maintain the Business, and to incur expenses that are necessary and appropriate to
14 care for, preserve, and maintain the Business. Without limiting the foregoing, the Receiver's
15 powers and duties shall specifically include:

16 a. The Receiver shall, within thirty (30) days of qualification hereunder, file with
17 this Court an inventory of all property of which the Receiver shall have taken possession pursuant
18 to this Order, and any other property of which he shall subsequently come into possession, and the
19 Receiver shall conduct periodic accounts thereafter.

20 b. The Receiver is empowered to establish bank accounts for the deposit of
21 monies collected and received from the Business, at a federally insured banking institution (the
22 "Operating Account") in the name of the Receiver in trust. The Receiver, however, shall not be
23 required to put the monies in a federally insured bank account because bank policies and federal
24 laws conflicting with California state laws regarding cannabis businesses may make this
25 impractical. Monies coming into the possession of the Receiver and not expended for any
26 purposes herein authorized shall be held by the Receiver pending further order of this Court. If
27 reasonably practical, the Receiver shall hold monies that come into his possession in interest-
28 bearing accounts. Within ten (10) days after the last day of each month, the Receiver shall serve

1 on the parties, through counsel, a report, including statements of account for the Business, for the
2 monies received by the Receiver, and for the expenses incurred or paid by the Receiver for that
3 month. The Receiver need not file such monthly reports with the Court.

4 c. The Receiver shall pay only those bills that are reasonable and necessary for the
5 operation, protection, and/or preservation of the Business for the period after the entry of this
6 Order until termination of the receivership and shall allocate funds in the following order of
7 priority: (1) the costs and expense of the Receivership Estate including utilities, insurance
8 premiums, repayment of delinquent loans, general and special taxes or assessments levied on the
9 real property, and improvements thereon; and (2) the creation and retention by the Receiver of a
10 reasonable working capital fund. All monies coming into the Receiver's possession shall only be
11 expended for the purposes herein authorized, and the balance of monies shall be held by the
12 Receiver pending further order of this Court.

13 d. As appropriate, the Receiver may notify all necessary local, state, and federal
14 governmental agencies of his appointment as the Receiver, including the California Franchise Tax
15 Board, the Internal Revenue Service, and the California Board of Equalization.

16 e. The Receiver shall take receipt of any mail addressed to Borrower at the
17 Business, for the purpose of opening that mail and taking receipt of payments payable with respect
18 to the Receivership Estate.

19 f. To the extent deemed appropriate by the Receiver, the Receiver may apply to
20 Plaintiffs to borrow additional funds to enable the Receiver to perform his duties and satisfy his
21 costs and expenses hereunder. Plaintiffs shall have the right, but not the obligation, in Plaintiffs'
22 sole and absolute discretion, to pay as and when due, or to lend to the Receiver, all or any portion
23 of such requested funds, and such funds shall be recoverable by Plaintiffs at their option directly
24 from the Receivership Estate.

25 g. If so requested by Plaintiffs, the Receiver is authorized to market and sell the
26 Business and to take such actions as are necessary to effectuate a private sale of the Business. In
27 carrying out these duties, the Receiver is authorized to retain properly qualified business brokerage
28 professionals, including, but not limited to, a real estate broker, and/or agent to list and market the

1 Business. The Receiver is also authorized to retain an auctioneer and/or sales agent in connection
2 with the sale of any personal property. Any sale is subject to Plaintiffs' written consent and further
3 order of this Court.

4 h. In performing his duties, no risk or obligation shall be the personal risk or
5 obligation of the Receiver, but rather shall be solely the risk or obligation of the Receivership
6 Estate.

7 i. Upon receipt by the Receiver of a notice from Plaintiffs that Borrower has cured
8 Borrower's existing defaults under the Promissory Note, or a notice that there has been some other
9 settlement agreement between Plaintiffs and Borrower, the Receiver shall immediately turn over
10 possession, custody, and control of the Business Estate to either Plaintiffs, Borrower, or to the
11 successful purchaser of the Business, whichever is appropriate, without further order of this Court
12 (unless there is an order requiring the Receiver to continue in possession and control of the
13 Business). Upon such turnover of possession, the Receiver shall then be divested of possession,
14 custody, and control of the Receivership Estate and, if consistent with existing law, the Receiver
15 shall have no further liability as to the Business. Discharge of the Receiver shall require an order
16 of this Court after filing of the Receiver's Final Accounting and exoneration of the Receiver's
17 bond.

18 j. The Receiver shall have no obligation to prepare or file tax returns on behalf of
19 Borrower.

20 k. The Receiver shall not be responsible for payment of any utility bills (including,
21 without limitation, electricity, gas, water, sewage, garbage, television/cable, and telephone),
22 unpaid payroll expenses, unpaid service vendor invoices, unpaid supply vendor invoices, or other
23 unpaid invoices incurred by, or the benefit of, the Receivership Estate prior to the Receiver's
24 taking possession of the Business. Utility companies and other providers of utility services,
25 including, without limitation, electricity, gas, water, sewage, garbage, television/cable, and
26 telephone are directed not to demand additional deposits or to discontinue service. The Receiver is
27 authorized to open new customer accounts with each utility that provides services to the Business
28 or require Borrower to name the Receiver as an authorized user of any of the existing utility

1 accounts for the Business.

2 l. The Receiver may employ Ervin Cohen & Jessup LLP as general counsel.

3 m. The Receiver may terminate or retain as Borrower's employees existing
4 employees of Borrower or related parties in order to continue any business operations with respect
5 to the Business, and in case of such retention all payroll taxes, workers' compensation insurance,
6 and related costs will be carried and reported as those of Borrower or such related parties, and not
7 of the Receivership Estate.

8 n. The Receiver shall have the ability, but is not required, to interview the parties
9 and decide who shall operate the Business and exclude any and all parties from the Business. If the
10 Receiver hires any of the parties, he will still retain financial control over the Business.

11 o. The Receiver shall obtain and/or maintain any licenses or permits that the
12 Receiver reasonably believes to be necessary for the operation of the Business and shall pay all
13 fees needed to keep such licenses and permits current and in good standing.

14 p. The Receiver may use any federal taxpayer identification numbers relating to
15 the Receivership Estate for any lawful purpose relating to the Receivership Estate, and/or his
16 duties in this matter.

17 q. The Receiver may reject, in accordance with applicable law, any unexpired
18 leases or contracts of Borrower which are, in the Receiver's judgment, burdensome on the
19 Receivership Estate.

20 r. The Receiver shall operate the Receivership Estate, to preserve, protect, and
21 secure the Business, and take possession of all accounts and all books and records relating to the
22 Receivership Estate.

23 s. The Receiver shall have the authority to change signatures to the Receiver on
24 signature cards for existing accounts, and to transfer existing accounts, or funds in existing
25 accounts, into account(s) established by the Receiver. The Receiver shall have the authority to
26 receive and endorse checks constituting income from the Business.

27 t. The Receiver, as agent of the Court (and only when the Receiver deems
28 absolutely necessary), shall be entitled to the assistance of law enforcement officials when taking

1 possession of the Business, or at any other time during the term of the Receivership such
2 assistance is necessary to preserve the peace and protect the Receivership Estate. This Order shall
3 be presented to local law enforcement, including police, sheriff, or marshal, and law enforcement
4 will carry out the terms of this Order to assist the Receiver in taking possession of the Business
5 without further Court intervention or order.

6 u. The Receiver shall be entitled to engage a locksmith for purposes of gaining
7 entry to the Business located, and through any security system, in order to obtain any property or
8 documents to which the Receiver is entitled pursuant to this Order, as well as giving any notices
9 which may be required in performing the Receiver's duties. The Receiver may have locks or
10 security codes changed, or have keys created that will work for the existing locks.

11 v. The Receiver may utilize any license or permit for the Business in order to
12 operate the Business, and any governmental agency that is presented with this Order shall
13 cooperate with the Receiver. The Receiver is authorized to sign any documents on behalf of
14 Borrower, and/or any shareholders of Borrower, in order to effectuate the transfer of any license or
15 permit for the Business.

16 9. TURNOVER OF BANK ACCOUNTS. All banks or other financial institutions which
17 hold any accounts containing property of the Receivership Estate shall turn over all such funds in
18 any such accounts to the Receiver upon presentation of a copy of this Order and shall provide
19 copies of any requested records regarding any such accounts to the Receiver. Any other entities or
20 individuals holding funds that constitute property of the Receivership Estate shall turn over all
21 such funds to the Receiver upon presentation of a copy of this Order and shall provide copies of
22 any requested records regarding such funds to the Receiver.

23 10. DELIVERY OF REVENUES. Borrower, upon receipt of a copy of this Order, shall
24 deliver to the Receiver immediate possession of all revenues and income generated from the
25 Business in Borrower's possession, custody, or control. This delivery to the Receiver shall be
26 completed within forty-eight (48) hours of receipt of the above-described documents.

27 11. NONINTERFERENCE WITH RECEIVER AND TURNOVER OF PROPERTY.

28 a. Borrower, and its representatives, and all other persons in active concert and

1 participation with them: (i) Shall fully cooperate in immediately making available and turning
2 over to the Receiver all property of the Business, all keys and access codes to the Business retail
3 facility entrances and all internal areas and all safes, vaults, registers and other equipment and/or
4 fixtures that require keys and access codes to obtain access,, and the originals (or, with the
5 Receiver's consent, copies) of all books, records, ledgers, bank records, documents,
6 subcontracts, contracts, computer software, tax ID numbers, and other business records wherever
7 located relating to the Business; (ii) Shall immediately turn over to the Receiver all documents
8 which pertain to all licenses, permits, or government approvals relating to the Business, and shall
9 immediately advise the Receiver of any social security or taxpayer identification numbers used in
10 connection with the operation of the Business; (iii) Shall immediately turn over to the Receiver all
11 contracts involving the Business; and (iv) Shall cooperate with and reasonably assist the Receiver
12 with respect to his operation of the Receivership Estate, including but not limited to promptly
13 responding to any inquiry by the Receiver for information.

14 b. Except as may be otherwise ordered by this Court, Borrower, its respective
15 representatives, and all other persons in active concert and participation with them, are hereby
16 restrained and enjoined during the pendency of the receivership from doing, directly or indirectly,
17 any of the following: (i) Interfering with the possession, operation, control, and maintenance of the
18 Receivership Estate; (ii) Demanding, collecting, receiving, or in any other way diverting or using
19 any of the proceeds derived from the Business; (iii) Committing or permitting any waste of the
20 Business, or any part thereof, or suffering or committing or permitting any acts on the Business or
21 any portion thereof in violation of law, or removing, transferring, encumbering, or otherwise
22 disposing of any of the Business or any portion thereof; (iv) Commingling, hypothecating,
23 converting, concealing, conveying, assigning, misappropriating, misusing or otherwise
24 transferring any property of the Business or any of the monies derived from the Business, or from
25 using any of monies derived from the Business for any purpose except to turn them over to the
26 Receiver; (v) Transferring, concealing, destroying, defacing, or altering any of the instruments,
27 documents, ledger cards, books, records, printouts, or other writings relating to the Business, or
28 any portion thereof; and (vi) Interfering with or hindering in any manner whatsoever the Receiver

1 in the performance of his duties herein described or in the performance of any duties incidental
2 thereto.

3 12. PAYMENT OF RECEIVER FEES. The Receiver is authorized to prepare periodic
4 interim statements reflecting the Receiver's fees and administrative and management costs
5 incurred in the operation and administration of the Receivership Estate. Upon completion of an
6 interim statement and mailing or emailing a copy to the parties' respective attorneys of record or
7 any other designated person or agent, the Receiver may pay from funds in the Receivership Estate,
8 if any, the amount of said statement. Notwithstanding the periodic payment of the Receiver's fees
9 and administrative expenses, said fees and expenses shall be submitted to this Court for its
10 approval and confirmation, in the form of either a noticed interim request for fees, a stipulation
11 among all the parties, or the Receiver's Final Accounting. Plaintiffs shall have the option to make
12 payments to the Receiver for his interim fees, subject to this Court's approval of such fees.

13 13. FURTHER INSTRUCTIONS. It is further ordered that the Receiver, Plaintiffs or
14 Borrower, may, at any time, apply to this Court for further instructions and for further powers
15 necessary to enable the Receiver to perform his duties.

16 **PRELIMINARY INJUNCTION**

17 Borrower, ALLUVIUM INC., a California corporation, and its agents, employees and
18 representatives, any other person or entity who may have possession, custody, or control of the
19 Business or of any interest therein, and all persons or entities acting under or in concert with
20 Defendant, are restrained and enjoined from commingling, hypothecating, converting, concealing,
21 conveying, assigning, misappropriating, misusing, or otherwise transferring any assets of the
22 Business, including payment of the encumbrances in the order of their priority. The Defendant
23 shall segregate the income, profits, revenues or royalties of the Business whenever collected, shall
24 deposit the proceeds of same into a Business-specific account, and shall be prohibited from
25 making any expenditures from said account (unless so authorized by the Receiver), so the same
26 can be turned over to the Receiver. Except by leave of this Court, during pendency of the
27 receivership ordered herein, Defendant and all clients, vendors, and creditors of Defendant, and
28 all others acting on behalf of any such client, vendor, or creditor, including sheriffs, marshals,

1 other officers, deputies, servants, agents, employees, and attorneys, aside from the Receiver and
2 Plaintiffs, are hereby stayed from taking any action to establish or enforce any claim, right, or
3 interest for, against, on behalf of, in, or in the name of, Defendant, the Receivership Estate, the
4 Receiver, or the Receiver's duly authorized agents, including, but not limited to, the following
5 actions:

6 a. Commencing, prosecuting, continuing, entering, or enforcing any suit or
7 proceeding relating to the receivership and/or any asset in the Receivership Estate or otherwise
8 subject to the receivership, except that such actions may be filed to toll any applicable statutes of
9 limitations;

10 b. Accelerating the due date of any obligation or claimed obligation; filing or
11 enforcing any lien, notice of lis pendens, or other encumbrance; taking or attempting to
12 take possession, custody, or control of any asset in the Receivership Estate or otherwise subject to
13 the receivership; attempting to foreclose, forfeit, alter or terminate any interest in any such asset,
14 whether such acts are part of a judicial proceeding or are acts of self-help or otherwise;

15 c. Executing, issuing, serving or causing the execution, issuance or service of, any
16 legal process, including, but not limited to, attachments, garnishments, subpoenas, writs of
17 replevin, writs of execution, or any other form of process with respect to any asset in the
18 Receivership estate or otherwise subject to the receivership, whether specified in this order or not;

19 d. Doing any act or thing whatsoever to interfere with the Receiver taking
20 custody, control, possession, or management of any asset in the Receivership Estate or otherwise
21 subject to the receivership, or to harass or interfere with the Receiver in any way, or to interfere in
22 any manner with the exclusive jurisdiction of this Court over Defendant's Business.

23 This order does not stay:

24 a. The commencement or continuation of an action or proceeding by a
25 governmental unit, to enforce such governmental unit's police or regulatory power.

26 b. The issuance to Defendant of a notice of tax deficiency.

27
28 It is further ordered that service of this Order shall be effected upon the Defendant and/or

1 its counsel through electronic mail by no later than _____, 2024.

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3 Dated:

6/20/24

Honorable Judge of the Superior Court

TERRI MOCKLER

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is entered into as of December 11, 2024, by and among ALLUVIUM INC. DBA Lemonnade Antioc, a California Corporation (the “**Business**”), by Kevin Singer, acting solely in his capacity as court-appointed receiver (the “**Receiver**” or “**Seller**”) with respect to specified assets of the Business (“**Purchased Assets**”), and South Cord Holdings LLC, a California limited liability company and / or its assignee (the “**Purchaser**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, the assets of the Business are under receivership pursuant to a Court Order dated June 21, 2024 (“**Court Order**”) issued by the Superior Court of California, County of Contra Costa (the “**Court**”) in Case No. C24-00866 (the “**Case**”). See **EXHIBIT A**, the Court Order, attached hereto and incorporated herein. The Receiver enters into this Agreement solely in his capacity as Receiver and not in his personal capacity.

WHEREAS, the Business is engaged in the business of retail cannabis sales (the “**Operations**”);

WHEREAS, the Business has been issued the following local cannabis license to conduct its Operations: City of Antioch Cannabis Business Use Permit (#UP-18-21 the “**License**”);

WHEREAS, Purchaser desires to purchase from the Seller, and the Seller desires to sell to the Purchaser, all assets of the Business, including the License, but excluding inventory;

WHEREAS, the Parties understand and agree that (i) the sale of the License as contemplated herein is not permissible without the consent of the City of Antioch; (ii) the Purchaser is responsible for entering into a new operating agreement with the City in the event assignment of the existing operating agreement cannot be achieved; and (iii) the Purchaser is responsible for obtaining any and all state licenses and permits necessary to operate the Business;

WHEREAS, the acquisition of the Purchased Assets (as hereinafter defined) is accomplished through the sale, transfer and assignment of the Purchased Assets by Seller to Purchaser in a sale undertaken pursuant to the receivership laws of the State of California, free and clear of all Encumbrances (as hereinafter defined);

WHEREAS, upon receipt of the Deposit, Seller will promptly file a motion in the Case seeking, among other things, the Court’s approval of (1) overbidding procedures for the sale of the Purchased Assets (the “**Bidding Procedures**”); (2) the sale of the Purchased Assets; and (3) any and all further orders necessary to consummate the sale of the Purchased Assets in the discretion of Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements set forth above and in the body of this Agreement, upon the terms and

subject to the conditions hereinabove and hereinafter set forth, the Parties hereto agree as follows:

I. DEFINITIONS

The following capitalized terms used in this Agreement shall have the meanings set forth below:

A. **"Actions"** means any claim, action, suit, arbitration, audit, hearing, litigation, proceeding, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before any Governmental Authority or arbitrator.

B. **"Affiliate"** means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

C. **"Business"** means the cannabis business operations of Alluvium Inc. Db a Lemonnade Antioc, a California corporation.

D. **"Business Day"** means any day that is not a federal holiday or a Saturday, a Sunday, or other day on which banks are required or authorized by Law to be closed in Los Angeles, California.

E. **"City"** means the City of Antioch, including all of its departments, officers and agents.

F. **"Closing"** means the consummation of the transactions contemplated by this Agreement.

G. **"Closing Date"** means the date on which the Closing occurs.

H. **"Code"** means the Internal Revenue Code of 1986, as amended.

I. **"Confidential Information"** means including all information and documents disclosed during the Due Diligence Period.

J. **"Consent"** means any approval, consent, ratification, waiver, or other authorization from any Person (including any approvals under applicable Law).

K. **"Contract"** means any oral or written contract, commitment, purchase order, mortgage, instrument, indenture, sales order, license, lease, or other agreement or arrangement.

L. **"Control"** (including the terms **"controlled by"** and **"under common control with"**), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative, or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the

ownership of voting securities, as trustee, personal representative, or executor, or by contract, credit arrangement, or otherwise.

M. **"Due Diligence"** means the review and confirmation of the financial, legal and tax records and agreements of the Business, as well as any other matters as Purchaser's advisors deem relevant; Seller's compliance with local and state regulations; any other documentation related to state and local compliance; and any and all other due diligence deemed necessary by Purchaser to confirm legal status and compliance with all applicable city and county cannabis and business laws, including but not limited to all authorizations provided by the municipality to conduct Operations.

N. **"Due Diligence Period"** means the fourteen (14) day period following the execution of this Agreement.

O. **"Effective Date"** is the date this Agreement is signed.

P. **"Encumbrance"** means any claim, lien, right, restriction, option, pre-emptive right, security interest, pledge, mortgage, easement, leasehold, assessment, tax, covenant, reservation, conditional sale, prior assignment, deed of trust, hypothecation, assessment, or any other encumbrance, "claim" (as defined in Section 101(5) of the Bankruptcy Code), burden, action, or charge of any nature whatsoever.

Q. **"GAAP"** means United States generally accepted accounting principles, consistently applied.

R. **"Governmental Authority"** means any federal, national, supranational, state, provincial, local, or other government, governmental, regulatory, or administrative authority, agency, commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

S. **"Governmental Order"** means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority.

T. **"Indemnified Party"** means a Purchaser Indemnified Party or a Seller Indemnified Party, as the case may be.

U. **"Indemnifying Party"** means a Purchaser Indemnifying Party or a Seller Indemnifying Party, as the case may be.

V. **"Investigation"** means any inquiry or investigation (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before any Governmental Authority or arbitrator.

W. **"Law"** means (i) the common law of any state, province or territory, or any provision of any foreign, federal, state, provincial or local law, statute, rule, code, ordinance, regulation, treaty, Governmental Order, permit, or other codified requirement of any Governmental Authority applicable to the relevant Person or its properties, and (ii) the constitution, by-laws, rules, regulations, orders, regulatory circulars, customs, and usage of any

foreign, federal, or state governmental, regulatory, or self-regulatory organization, in each case having jurisdiction over the relevant Person or its properties.

X. **“Liability” or “Liabilities”** means any and all debts, liabilities, commitments, and obligations of any kind whatsoever, whether accrued or fixed, absolute, or contingent, matured or unmatured or determined or determinable, whether or not required to be recorded or reflected on a balance sheet (or footnotes thereto) prepared in accordance with GAAP, including those arising under any Law, Action, Investigation, or Governmental Order and those arising under any contract, agreement, arrangement, commitment, or undertaking.

Y. **“License”** shall mean the following license issued by the City of Antioch to the Business, including: City of Antioch Cannabis Business Use Permit (#UP-18-21.)

Z. **“Material Adverse Effect”** means, with respect to any Person, any fact, circumstance, condition, event, occurrence, or change that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on the condition (financial or otherwise), results of operations, business, assets, liabilities, or prospects of such Person.

AA. **“Operating Agreement”** shall mean the operating agreement between the City of Antioch and Alluvium, Inc. dated November 26, 2019.

BB. **“Operations”** means cannabis sales.

CC. **“Person”** means any individual, proprietorship, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization, Governmental Authority or other entity.

DD. **“Purchased Assets”** means all assets of the Business, excluding inventory.

EE. **“Purchaser”** means South Cord Holdings LLC, a California limited liability company or its designee.

FF. **“Receiver”** means Kevin Singer and Receivership Specialists, Inc.

GG. **“Seller”** means Kevin Singer, acting solely in his capacity as Court-Appointed Receiver in the Case.

HH. **“Tax” or “Taxes”** means (i) taxes, assessments, charges, dues, duties, rates, fees, imposts, levies, and similar charges of any kind (together with interest, penalties, additions to tax, and additional amounts imposed with respect thereto) lawfully levied, assessed, or imposed by any Governmental Authority under any applicable Tax Law, (ii) any liability for the payment of any items described in clause (i) above as a result of: (A) being (or ceasing to be) a member of an affiliated, consolidated, combined, unitary, or aggregate group or (B) being included (or being required to be included) in any Tax Return related to such group, and (iii) any liability for the payment of any amounts as a result of any express or implied obligation to indemnify any other Person, or any successor or transferee liability, in respect of any of the item described in clause (A) or (B) above.

II. **"Tax Laws"** means the Code and all foreign, federal, state, local, or other statutes imposing a Tax, including all treaties, conventions, rules, regulations, orders, and decrees of any jurisdiction.

JJ. **"Tax Returns"** means all reports, elections, returns (including information returns), claims for refund, and other documents required to be filed under the provisions of any Tax Laws and any tax forms required to be filed, whether in connection with a tax return or not, including any schedule or attachment thereto, under any provisions of any applicable Tax Laws, and including any amendment thereof.

II. PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

A. **Purchase and Sale of Assets.** Subject to the conditions set forth below, at the Closing (as defined in Section VIII), the Seller will sell and deliver to the Purchaser, and the Purchaser will purchase from the Seller, all assets and property of the Business, including but not limited to the Business's right, title and interest in and to the License, together with all rights and privileges appurtenant thereto, excluding inventory (the **"Purchased Assets"**).

B. **No Assumption of Liabilities.** The Purchaser will not assume or be responsible for any Liability of the Seller, and the Business will continue to be responsible for all its Liabilities, whether known or unknown, fixed or contingent, liquidated or unliquidated and secured or unsecured, whether arising prior to, at or subsequent to the Closing, whether or not related to the Operations and whether or not disclosed to the Purchaser.

III. CITY LICENSE TRANSFER

A. As described in Section V below, within five (5) days of the issuance of an order by the Court approving the sale to the Purchaser, the Purchaser shall transfer the entirety of the Purchase Price, less the Deposit, to be held by Receiver until notification by City or Purchaser that the City is willing to transfer the License. Within five (5) days of receipt of the Purchase Price from Purchaser, the Receiver shall initiate any and all action necessary to transfer the Purchased Assets solely into the name of the Purchaser or its designee.

B. The Parties shall cooperate with each other to communicate the Parties' intentions hereunder to the City, and shall take all steps reasonably necessary or appropriate to accomplish the transfer of the License and assignment of the Operating Agreement as contemplated hereunder. In the event that the Operating Agreement is not assigned to Purchaser, the Parties agree that it shall be Purchaser's responsibility to enter into a new operating agreement with the City of Antioch under terms that are economically similar to the original Operating Agreement. The Parties further understand and agree that they shall abide by any instructions provided by the City with respect to the sale and transfer of the Purchased Assets to the Purchaser, and the Parties shall cooperate with each other to accomplish such tasks in a timely manner. The Parties also agree to cooperate insofar as necessary to assist Purchaser in obtaining a new state license sufficient to allow operation under the License. Purchaser shall have the option to enter into a Management Services Agreement with the Receiver to enable Purchaser to operate the Business until the state license is obtained.

C. If at any time the City refuses to approve the transfer of the Purchased Assets to Purchaser as contemplated herein, the Parties shall, in good faith and to the extent practicable, negotiate an alternative structure by which to accomplish the intention of the Parties hereunder. If an alternative structure is not legally permissible this Agreement shall automatically terminate and all monies deposited or paid by Purchaser shall be returned to Purchaser as soon as practicable.

IV. DUE DILIGENCE

Purchaser's obligation to close shall be subject to the Purchaser's satisfactory completion of Due Diligence investigation within the prescribed Due Diligence Period. Seller shall provide any and all electronic and hard copy materials in its possession as requested by Purchaser and Purchaser's representatives to conduct Due Diligence. Due Diligence will include questions to general and specific inquiries, and Seller shall cooperate and provide answers thereto, to the extent it has such information. Seller shall provide reasonable cooperation with Purchaser on any and all matters related to the transfer of the Purchased Assets.

V. PURCHASE PRICE

The aggregate consideration for the sale of the Purchased Assets to the Purchaser (the "**Purchase Price**") will be \$325,000.00 to be paid as follows:

A. Within three (3) Business Days of the Parties' execution of this Agreement, the Purchaser shall have provided Seller a deposit in the amount of \$32,500.00 (the "**Deposit**"), in the name of Wicker Law Group's Account. Wicker Law Group shall be the designated third party escrow agent and shall hold the Purchaser's deposit without interest.

B. Within two (2) Business Days following the completion of the Due Diligence Period and Purchaser's removal of the Due Diligence contingency, Wicker Law Group shall release the Deposit to the Receiver. The Receiver shall hold the Deposit in an FDIC insured bank account opened in his name only, in his capacity as the Court's Receiver (banking location to be selected by the Receiver, at his discretion).

C. The Deposit shall be nonrefundable except as expressly provided hereinbelow. The Deposit shall be refunded to Purchaser (i) if Purchaser does not remove its Due Diligence contingency and cancels this Agreement prior to the expiration of the Due Diligence period; (ii) if the City disallows the transfer of the Purchased Assets through no fault of Purchaser as contemplated in this Agreement and disallows such transfer through an alternative structure reasonably agreed upon by the Parties, (iii) if the Seller fails to obtain Court approval of the sale of the Purchased Assets to Purchaser; or (iv) in the event this Agreement is terminated.

D. Within five (5) days of the Court's issuance of the Sale Order approving the sale, Purchaser shall transfer the full amount of the Purchase Price, less the Deposit already in the possession of the Seller, by wire pursuant to the Wire Instructions attached hereto as **Exhibit B** to Seller. Seller shall hold all such funds in a segregated Receivership Estate bank account opened at a location of the Seller's choosing. The Purchase Price can only be released from that segregated bank account as follows: (1) upon the written consent of Purchaser and Seller, (2)

upon the receipt of written or oral confirmation from the City or Purchaser that the License is approved to be transferred, or (3) by an order of the Court.

VI. COURT APPROVAL

Within ten (10) Business Days of the Receiver's receipt of the Deposit, the Receiver shall file an appropriate motion or ex parte application before the Court seeking issuance of an order confirming and approving this Agreement (the "**Sale Order**"). Such approval shall act as a condition precedent to the consummation of the Agreement. At the hearing on confirming and approving the sale, overbidding shall be permissible by interested purchasers.

VII. CONDITIONS TO CLOSING

A. **As to Seller.** The obligations of the Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver on or prior to the Closing Date of all of the following conditions:

1. the Seller shall have received the oral or written consent of the City to the transfer of the License to Purchaser;
2. the Purchaser shall have paid the full amount of the Purchase Price to Seller as described in Section IV above;
3. the Sale Order shall not have been reversed, modified, amended or stayed, except for such immaterial modifications or amendments which do not, individually or in the aggregate, materially adversely affect the Seller;
4. all representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the date of this Agreement and, if the Closing occurs other than on the date of this Agreement, true and correct in all material respects as of the Closing Date as though such representations and warranties had been made on and as of that date (except those representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct in all respects only as of such other specified date); all of the terms, covenants and conditions of this Agreement to be complied with and performed by the Purchaser on or before the Closing Date shall have been duly complied with and performed in all material respects; and a certificate to the foregoing effect dated the Closing Date and signed by the Purchaser shall have been delivered to the Seller;
5. no action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened against the Purchaser which seeks to restrain or prohibit or recover damages relating to the transactions contemplated by this Agreement; and
6. the Seller shall have received the deliveries required to be made to them by the Purchaser at the Closing.

B. **As to Purchaser.** The obligations of the Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver on or prior to the Closing Date of all of the following conditions:

1. Purchaser's satisfactory completion of Due Diligence and removal of the Due Diligence Contingency on or before the completion of the Due Diligence Period;
2. the City shall have provided written confirmation to Seller or Purchaser of their approval of the transfer of the License to Purchaser;
3. the Sale Order shall remain in effect and no action or proceeding resulting in a stay of the order issued by the Court or otherwise invalidating that order shall have occurred as of the Closing Date;
4. all representations and warranties of the Seller contained in this Agreement shall be true and correct as of the date of this Agreement and, if the Closing occurs other than on the date of this Agreement, true and correct in all material respects as of the Closing Date as though such representations and warranties had been made on and as of that date (except those representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct in all respects only as of such other specified date); all of the terms, covenants and conditions of this Agreement to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with and performed in all material respects.
5. Seller has obtained an assignment of the current lease agreement between the Business and Landlord for the property located at 2625 Crow Ct, Antioch, California 94509, together with the right to optional extensions therein, to Purchaser.
6. the Purchaser shall have received the deliveries required to be made to the Purchaser by the Seller at the Closing.

VIII. CLOSING

Closing shall take place upon the Seller obtaining written confirmation from either the City or Purchaser, whichever occurs sooner, that the transfer of the License to Purchaser is approved. The actual date as of which the Closing occurs is referred to herein as the "**Closing Date**." As of the Closing Date, the Receiver can release the Purchase Price from any segregated account in which it is held and may use those funds at his discretion.

IX. LEASE AGREEMENT

The Parties agree that Seller shall obtain an assignment of the current lease agreement between the Business and Landlord for the property located at 2625 Crow Ct, Antioch, California 94509, together with the right to optional extensions therein, to Purchaser.

X. REPRESENTATIONS AND WARRANTIES OF SELLER

Any and all representations and warranties provided by Seller are limited, given that the Receiver has not owned or operated the Business since its formation, but rather is the Court's Receiver and has no knowledge regarding the Business outside of the limited information that he has obtained since his appointment pursuant to the Court Order. Based on that limited information, Seller hereby represents and warrants to Purchaser as follows:

A. **Authority.** The Seller has all requisite power and authority to execute and deliver, and to perform its obligations under this Agreement and any other agreement, document or certificate to which the Seller is, or is intended by this Agreement to be, a party. The execution and delivery by the Seller of this Agreement and each other agreement, document or certificate to which the Seller is, or is intended by this Agreement to be, a party, and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Seller. Subject to the due execution and delivery by the other parties, this Agreement and the other agreements, documents and certificates to which the Seller is, or is intended by this Agreement to be, a party will, upon due execution and delivery, be the valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, except to the extent that the enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights.

B. **Valid License.** The License is current and valid.

C. **Rights to Purchased Assets.** Pursuant to this Agreement, Seller sells, assigns, and transfers all of its and the Business's rights, title and interests in and to the Purchased Assets to Buyer. To the best of Seller's knowledge: (i) Seller or Buyer has good and marketable title to the Purchased Assets and (ii) there are no encumbrances on the Purchased Assets that would survive Closing.

D. **Due Authorization; Enforceability; Absence of Conflicts.** Pursuant to the Sale Order, the Seller has all necessary organizational power and authority to enter into and to carry out the terms and conditions of this Agreement and each other agreement, document, instrument, or certificate contemplated by this Agreement or to be executed by the Seller in connection with the consummation of the transactions contemplated by this Agreement (all such other agreements, documents, instruments, and certificates required to be executed by the Seller being hereinafter referred to, collectively, as the "**Seller Documents**") and to perform fully its obligations hereunder and thereunder. The execution and delivery by Receiver of the Seller Documents, the performance by the Seller of its obligations hereunder and thereunder and the consummation by the Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite organizational action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller, and (assuming due authorization, execution and delivery by the Purchaser) this Agreement, constitutes a legal, valid and binding obligation of the Business, enforceable against the Business in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Seller Document has been duly executed and delivered by the Seller (assuming due authorization,

execution and delivery by each other party thereto), such Seller Document will constitute a legal and binding obligation of the Seller enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). None of the execution and delivery by the Seller of this Agreement and the Purchaser Documents, or the consummation of the transactions contemplated hereby or thereby, or compliance by the Seller with any of the provisions hereof or thereof, will (x) conflict with, or result in the breach of, any provision of the organizational or governing documents of the Seller, (y) conflict with, violate, result in the breach or termination of, or constitute a default under, any agreement to which the Seller is a party or by which it or any of its properties or assets is bound or subject, or (z) constitute a violation of any Law applicable to the Seller.

E. **Consents and Approvals.** Other than the City approval, no consent, waiver, approval, order, permit, or authorization of, or declaration or filing with, or notification to, any person or governmental body is required on the part of Seller in connection with the execution and delivery of this Agreement or the Seller Documents or the compliance by the Seller with any of the provisions hereof or thereof.

F. **Liabilities.** Payment of any and all liabilities of the Business shall be resolved by the Court in the Case, and no such liabilities shall attach to the Purchased Assets, meaning that Purchaser shall have no responsibility therefor.

G. **Title.** To the best of Receiver's knowledge, the Business has good and marketable title to the Purchased Assets, and will transfer good and marketable title in the Purchased Assets to the Purchaser, in each case free and clear of all Encumbrances.

XI. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

A. **Organization and Good Standing of Purchaser.** Purchaser is a duly organized limited liability company, validly existing, and in good standing under the Laws of the State of California and has the organizational power and authority to own its property and to carry on its business as now conducted and to enter into and to carry out the terms and conditions of this Agreement and each other agreement, document, instrument, or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the transactions contemplated by this Agreement and to perform fully its obligations hereunder and thereunder.

B. **Organization and Good Standing.** At the Closing, the Purchaser will be duly organized entity, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation and will have the organizational power and authority to own its property and to carry on its business as now conducted and to enter into and to carry out the terms and conditions of this Agreement and each other agreement, document, instrument, or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the transactions contemplated by this Agreement (all such other agreements, documents,

instruments, and certificates required to be executed by Purchaser being hereinafter referred to, collectively, as the "**Purchaser Documents**") and to perform fully its obligations hereunder and thereunder.

C. **Due Authorization; Enforceability; Absence of Conflicts.** The execution and delivery by Purchaser of this Agreement, and the execution and delivery by the Purchaser of the Purchaser Documents, the performance by the Purchaser of its respective obligations hereunder and thereunder and the consummation by the Purchaser of the transactions contemplated hereby and thereby will at Closing have been duly authorized by all requisite organizational action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the Seller) this Agreement, constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). None of the execution and delivery by the Purchaser of this Agreement and the Purchaser Documents, or the consummation of the transactions contemplated hereby or thereby, or compliance by Purchaser with any of the provisions hereof or thereof, will (x) conflict with, or result in the breach of, any provision of the organizational or governing documents of Purchaser, (y) conflict with, violate, result in the breach or termination of, or constitute a default under, any agreement to which the Purchaser is a party or by which it or any of its properties or assets is bound or subject, or (z) constitute a violation of any Law applicable to the Purchaser.

D. **Consents and Approvals.** No consent, waiver, approval, order, permit, or authorization of, or declaration or filing with, or notification to, any person or governmental body is required on the part of the Purchaser in connection with the execution and delivery of this Agreement or the Purchaser Documents or the compliance by the Purchaser with any of the provisions hereof or thereof.

E. **Litigation.** There are no Actions, suits, proceedings at law or in equity, or any arbitration or any administrative or other proceedings pending, or, to the knowledge of Purchaser, threatened against the Purchaser that seeks to enjoin or obtain damages in respect of the consummation of the transactions contemplated by this Agreement or that questions the validity of this Agreement, the Purchaser Documents, or any action taken or to be taken by the Purchaser in connection with the consummation of the transactions contemplated hereby or thereby.

F. **Financial Capacity.** The Purchaser will have the net worth, financial standing, access to required liquidity, and the necessary borrowing capacity to complete the transactions contemplated by this Agreement.

G. **Purchaser Acknowledgments.** The Purchaser specifically acknowledges that, except for Seller's representations herein, and subject to Seller's obligations as contained in this Agreement, Purchaser is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, or any director, officer, employee, representative, broker, or other agent of either of them, as to any matters concerning the License, including: (a)

the legal or tax consequences of this Agreement or the transactions contemplated hereby; (b) the continued validity of the License and (c) the completeness or accuracy of any information provided to Purchaser by Seller or their agents. Purchaser understands the legal significance of the foregoing provisions and acknowledges that they are a material inducement to Seller's willingness to enter into this Agreement.

XII. ADDITIONAL AGREEMENTS

A. Cooperation. On and after the Closing, each party hereto shall deliver or cause to be delivered to the other parties hereto such additional documents, releases, assignments and instruments as the other parties may reasonably request for the purpose of carrying out the purposes of this Agreement, including, without limitation, the surrender of the Seller's state license in order to facilitate issuance of equivalent licenses in the name of the Purchaser, and the assignment of the Operating Agreement between the Business and the City to Purchaser. Seller will cooperate and use reasonable efforts to have the present and former officers, directors and employees of the Seller cooperate with the Purchaser on and after the Closing in furnishing information, evidence, testimony and other assistance in connection with any filing obligations, actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to periods prior to the Closing Date. Without limiting the generality of the foregoing, each Party covenants and agrees to use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and the transaction documents delivered in connection herewith, and to do all acts and things as may be required to carry out its obligations hereunder, including executing, sealing and delivering all such other instruments and other documents, and take all such other actions, to more effectively transfer, convey and assign from the Seller to Purchaser, and to confirm title of Purchaser to, all of the Purchased Assets, to put Buyer in actual possession and operating control thereof, to assist Purchaser in exercising all rights with respect thereto and to carry out the purposes and intents of this Agreement. While Seller agrees to cooperate fully as provided herein, for purposes of clarification, Seller makes no representations with regard to Purchaser's ability to obtain any state or other licenses, except as specifically provided herein, nor does Seller make any representations with regard to Purchaser's ability to continue operations on or after the Closing Date, and this Agreement is not contingent thereon.

B. Turnover of Payments. In the event that any party hereto receives any payment, instrument of payment or other property to which any other party hereto is entitled, such party shall deliver the same or cause the same to be delivered promptly to the party entitled thereto (with endorsement if necessary but otherwise in the same form as received) and until so delivered hold the same in trust for the benefit of and as the property of the party entitled thereto.

C. Disclaimer of Other Representations and Warranties. PURCHASER AGREES THAT THE PURCHASED ASSETS SHALL BE SOLD AND THAT PURCHASER SHALL ACCEPT THAT SELLER OWNS THE PURCHASED ASSETS AT CLOSING STRICTLY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE EXCEPT FOR ADJUSTMENTS EXPRESSLY CONTEMPLATED BY THIS AGREEMENT AND THAT, EXCEPT FOR SELLER'S LIMITED REPRESENTATIONS SET FORTH HEREIN, THE SALE OF THE ASSETS CONTEMPLATED BY THIS AGREEMENT SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,

INCLUDING ANY WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY.

D. **No Successor Liability.** The parties hereto intend that, except where expressly prohibited under applicable Law, upon the Closing, Purchaser shall not be deemed to: (a) be the successor of the Business, (b) have, de facto, or otherwise, merged with or into the Business, (c) be a mere continuation or substantial continuation of the Business or the enterprise(s) of the Business, or (d) be liable for any acts or omissions of the Business arising under or related to the Purchased Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the parties hereto intend that Purchaser shall not be liable for any Encumbrance against the Business or any of the Business's predecessors or Affiliates, and Purchaser shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Purchased Assets or any Liabilities of Seller arising prior to the Closing Date.

XIII. SURVIVAL

The representations, warranties and agreements made by the parties in the Agreement or the other Transaction Documents or any other document or certificate delivered pursuant to this Agreement or any Transaction Document will survive the Closing, except that any agreement on the part of Seller shall terminate as of the Court discharging him from his duties as Receiver in the Case, and no representation, warranty, or other agreement related hereto shall be considered made by Seller in his personal capacity.

XIV. TERMINATION OF AGREEMENT

A. **Termination.** This Agreement may be terminated at any time prior to the Closing Date upon:

1. By mutual consent of the Seller and Purchaser;
2. By Purchaser or the Seller if a material breach or default shall be made by the other parties or party in the observance or in the due and timely performance of any of the covenants or agreements contained herein, and the curing of such breach or default shall not have been made before the earlier of (i) five business days after receipt of notice specifying the breach and requesting that such breach be cured and (ii) the Closing Date; or if the conditions to the obligations of such party set forth in this Agreement have not been satisfied or waived as of the Closing Date.
3. By Purchaser or Seller by written notice to the other if any City issued an order either denying approval of transfer of the License or restraining, enjoining or otherwise prohibiting such transfer and the Parties fail to

agree to alternative structure by which to accomplish the intention of the Parties hereunder as set forth in Section III (C).

B. **Liabilities.** The termination of this Agreement will in no way limit any obligation or liability of any party based on or arising from a breach or default by such party with respect to any of its representations, warranties, covenants or agreements contained in this Agreement.

XV. CONFIDENTIALITY

Each Party agrees to keep in strict confidence all Confidential Information, with the exception that the Seller may disclose this sale and its terms to the Parties in the Case and/or the Court presiding over the Case, and to the extent either Party must disclose information to governmental agencies, its legal counsel, advisors, lenders and equity partners to obtain necessary or desirable approvals, opinions and/or debt and equity financing. If the Agreement is terminated, each Party upon request will promptly return to the other Party all documents, contracts, records, or other information received by it. In any event, each Party agrees not to use the Confidential Information provided by the other Party for any purpose other than in respect to its bona fide due diligence needs relating to this Agreement and to promptly return the same to each other upon written request after termination of the Agreement.

XVI. MISCELLANEOUS

A. **Expenses and Taxes.** Whether or not the transactions herein contemplated shall be consummated, the Purchaser, on the one hand, and the Seller, on the other hand, will pay their own fees, expenses and disbursements incurred in connection with the subject matter of this Agreement, including all costs and expenses incurred in the performance and compliance with all conditions to be performed by such party under this Agreement, except that the Purchaser (and not the Seller) shall pay all sales, use, transfer, real property transfer, recording, gains, transfer and other similar taxes and fees ("**Transfer Taxes**") imposed in connection with the purchase and other transactions contemplated by this Agreement. The Purchaser shall file, or cause to be filed, all necessary documentation and tax returns with respect to such Transfer Taxes.

B. **No Liability by Receiver.** Receiver is not the owner of the Business and/or the Purchased Assets. Receiver is selling the Purchased Assets solely in his capacity as the court-appointed receiver in the Case. Receiver is not acting in his personal capacity and no liability or obligations shall accrue to him personally or to any of his managers, attorneys, accountants, employees, agents, representatives, heirs, partners, other advisors, and/or lenders that directly or indirectly caused him to be appointed receiver in the Case. As used in this Agreement, the term "Receiver" and/or "Seller" shall mean and refer to Receiver herein named, acting solely in his capacity as receiver in the Case. As of the date this Agreement is entered into, the owner of the Purchased Assets is the Business. Purchaser, Purchaser's successors, agents, assigns, affiliates, and heirs hereby agree not to make any claim and/or seek any recourse for any actual or alleged liability against Receiver arising out of this Agreement, either to Receiver personally, or against Receiver's personal assets, Receiver's partners (either general or limited), shareholders, members, managers, officers, directors, attorneys, accountants, agents, employees, advisors,

heirs, or lenders that directly or indirectly caused or motioned Receiver's appointment as Receiver.

C. **Notices.** All notices and consents to be given hereunder shall be in writing and shall be deemed to have been duly given if (a) (i) delivered personally, (ii) mailed (postage prepaid) by certified mail (in this case, notice to be deemed given three days after mailing), or (iii) delivered by a recognized commercial courier to the Party entitled thereto at the address set forth below or such other address as such Party shall have designated by five (5) days' notice to the other; and (b) delivered by email, as set forth below:

Seller: Kevin Singer, Receiver
Receivership Specialists
11500 W. Olympic Blvd., #530
Los Angeles, CA 90064

With copy to: Blake Alsbrook
Ervin Cohen & Jessup, LLP
9401 Wilshire Boulevard, 12th Fl
Beverly Hills, CA 90212

Purchaser: Elliot Lewis
South Cord Holdings LLC
401 Pine Ave.
Long Beach, CA 90802

With copy to: Anthony Almaz
South Cord Holdings LLC
401 Pine Ave.
Long Beach, CA 90802

D. **Severability.** The Parties hereto intend and believe that each provision in this Agreement comports with all applicable Laws. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable Law or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all Parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the Parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the Parties under the remainder of this Agreement shall continue in full force and effect.

E. **Interpretation.** The representations, warranties, agreements and covenants of the parties made in the Transaction Documents shall survive the consummation of the transactions contemplated hereby and the consummation of such transactions shall not be

deemed a waiver of a breach of or inaccuracy in any representation, warranty, agreement or covenant or of any party's rights and remedies with regard thereto. No specific representation, warranty, agreement or covenant contained herein shall limit the applicability of a more general representation, warranty, agreement or covenant contained herein. The use of the terms "including" or "include" shall in all cases mean "including without limitation" or "include without limitation", respectively.

F. Time of the Essence. TIME IS OF THE ESSENCE WITH RESPECT TO EACH PROVISION OF THIS AGREEMENT. Without limiting the foregoing, Purchaser and Seller hereby confirm their intention and agreement that time shall be of the essence with respect to each and every provision of this Agreement, notwithstanding any subsequent modification or extension of any date or time period that is provided for under this Agreement. The agreement of Purchaser and Seller that time is of the essence with respect to each and every provision of this Agreement shall not be waived or modified by any conduct of the Parties, and the agreement of Purchaser and Seller that time is of the essence with respect to each and every provision of this Agreement may only be modified or waived by the express written agreement of Purchaser and Seller that time shall not be of the essence with respect to a particular date or time period, or any modification or extension thereof, which is provided under this Agreement.

G. Construction of Contract. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

H. No Implied Contract. Neither Seller nor Purchaser shall have any obligations in connection with the transaction contemplated by this Agreement unless the Seller, on the one hand, and Purchaser, on the other hand acting in its sole discretion, elect to execute and deliver this Agreement to the other Party. No correspondence, course of dealing, or submission of drafts or final versions of this Agreement between Seller and Purchaser shall be deemed to create any binding obligations in connection with the transaction contemplated hereby, and no contract or obligation on the part of Seller or Purchaser shall arise unless and until a counterpart of this Agreement is fully executed by all the Seller and Purchaser. Once so executed and delivered by Seller and Purchaser, this Agreement shall be binding upon them.

I. Waiver. The excuse or waiver of the performance by a Party of any obligation of the other Party under this Agreement shall only be effective if evidenced by a written statement signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

J. Remedies Cumulative. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

K. Governing Law. This Agreement shall be deemed to be a contract entered into in the State of California and it and all matters arising out of the transactions contemplated

hereby or related thereto shall be governed, construed and interpreted in all respects according to the Laws of the State of California, without reference to principles of conflicts of law thereof.

L. **Business Days.** If the day for performance of any action described in this Agreement shall fall on a Saturday, Sunday or a day on which the banks are closed in the State of California the time for such action shall be extended to the next business day after such Saturday, Sunday or day on which the banks are closed.

M. **Venue.** Any action to enforce this Agreement, or to interpret or construe the meaning of this Agreement, shall be brought in the Court and Purchaser hereby expressly waives venue in any other jurisdiction.

N. **Waiver of Jury Trial and Jurisdiction For Any Legal Disputes.** Purchaser and Seller waive any and all rights to a jury trial as to any legal dispute, proceeding or action between Purchaser and Seller arising out of this Agreement and/or the sale of the Purchased Assets, whether it involves Purchaser, Seller and/or the Receiver. Purchaser and Seller agree that if there is any legal dispute, proceeding, or action arising out of or related to this Agreement and/or the sale of the Purchased Assets, the Court presiding over the Case shall have exclusive jurisdiction over any such legal dispute, proceeding or action. Purchaser and Seller also agree that any dispute may be resolved, without the need for discovery or taking of testimony, by summary proceedings on noticed motion.

O. **Attorneys' Fees.** In the event of a judicial or administrative proceeding or action by one Party against the other Party with respect to the interpretation of, enforcement of, or any action under this Agreement, the prevailing Party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees and expenses. The prevailing Party shall be determined by the Court based upon an assessment of which Party's major arguments or position prevailed.

P. **Assignment.** This Agreement and the rights and obligations of the Seller hereunder may not be assigned, whether by operation of law or otherwise, without the prior written consent of the Seller.

Q. **Entire Agreement.** This Agreement (including the Exhibits attached hereto) and the documents referred to herein set forth the entire agreement of the parties hereto concerning the subject matter of this Agreement and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may only be modified or amended by an agreement in writing executed by each of the parties hereto and any term of this Agreement may be waived only with the written consent of the party sought to be bound.

R. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their successors, heirs, personal representatives and permitted assigns, and no provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

S. **Obligations of Parties; Successors and Assigns.** Subject to following provisions, this Agreement shall be binding upon and inure to the benefit of the Parties hereto


and their respective heirs, personal representatives, successors and assigns. If more than one person or entity is named as Purchaser, the term "Purchaser" shall refer to each person or entity so named and any one or more of them in any combination, and the representations, warranties, covenants, obligations and liabilities of Purchaser herein shall constitute their joint and several representations, warranties, covenants, obligations and liabilities.

T. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or attachment of a PDF file to e-mail shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or attachment of a PDF file to e-mail shall be deemed to be their original signatures for all purposes.

U. **Descriptive Headings; Word Meaning.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein," "hereinafter," "hereof" and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation." Each exhibit referenced herein shall be deemed part of this Agreement and incorporated herein wherever any reference is made thereto. Unless otherwise defined therein, capitalized terms used in the exhibits to this Agreement shall have the meanings given to such terms respectively in the body of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase and Sale Agreement as of the date first above written.

SELLER:

 solely in his capacity as Receiver
12/11/2024

PURCHASER:

 12/11/24

TABLE OF EXHIBITS

Exhibit A	Court Order
Exhibit B	Wire Instructions

EXHIBIT A

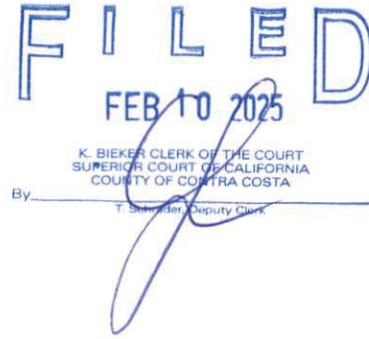
Court Order

EXHIBIT B

Wire Instructions

D16

Kevin Singer
Superior Court Receiver
Receivership Specialists
One Sansome Street, Suite 3500
San Francisco, California 94104
Telephone: (415) 590-4848
Kevin@ReceivershipSpecialists.com
efilings@receivershipspecialists.com



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

DEVLIN BRASWELL, an individual; and
SENIQUE BRASWELL, an individual,

Plaintiffs,

v.

ALLUVIUM INC., a California corporation,

Defendant.

Case No.: C24-00866

**[PROPOSED] ORDER APPROVING
SALE OF ALLUVIUM, INC., TO SOUTH
CORD HOLDINGS, LLC, FREE AND
CLEAR OF LIENS**

Dept.: 16/34

Case filed: March 29, 2024

On January 29, 2025, Receiver Kevin Singer's (the "**Receiver**") Motion for an order approving the sale of certain assets of Alluvium Inc. (the "**Business**"), free and clear of liens, to South Cord Holdings LLC and/or Assignee ("**Buyer**"), subject to overbid (the "**Motion**"), was considered by the above-referenced Court.

There was no opposition to the Motion. The Court published a tentative ruling granting the Motion and directing the Receiver to file a proposed order consistent with tentative ruling. No party contested the Court's tentative ruling. The Receiver appeared at the hearing on the Motion and no party appeared to overbid or oppose the Motion.

The Court, having reviewed the Motion and Receiver's supplemental declaration submitted in support thereof, having received no opposition thereto, and having presided over a hearing, wherein overbidder had an opportunity to bid, and no overbidders having prequalified or appeared, and the Court having found that:

1 A. The Business was exposed to the market for a reasonable period of time, marketed
2 by an independent broker, and the terms of the sale were negotiated at arm's length;
3 B. The offer set forth below is the best and highest offer made for the Business to be
4 sold after notice and an opportunity for overbids were offered by the Court; and
5 C. The purchase price for the Business is fair and reasonable under the circumstances;
6 and good cause appearing therefor, issues the following orders:

7 **IT IS SO ORDERED:**

8 1) The Court authorizes the Receiver to sell to Buyer all assets of the Business,
9 including but not limited to the Business's right, title and interest in and to the Business's City of
10 Antioch Cannabis Business Use Permit #UP-18-21 (the "License") together with all rights and
11 privileges appurtenant thereto, but excluding the Business's inventory, pursuant to the terms of
12 the "Asset Purchase Agreement" attached as "Exhibit 6" to the Receiver's Declaration filed in
13 support of the Motion, which are summarized as follows:

14	PURCHASE PRICE:	\$325,000.00
15	SELLER BROKER COMMISSION (6% of Purchase Price):	\$19,500.00
16	ESCROW AND TITLE:	1) Buyer and Seller to split escrow fees 50/50
17	PROJECTED CLOSING DATE:	Sale to close upon the Receiver's receipt of written 18 confirmation from either the City of Antioch or Buyer, 19 whichever occurs sooner, that the transfer of the License to Buyer is approved.

20 2) Within five (5) days of issuance of this Order approving the sale of the Business
21 to Buyer, Buyer shall transfer the entirety of the purchase price, less Buyer's deposit of \$32,500,
22 to the Receiver, to be held by the Receiver in a segregated trust account until the Receiver
23 receives confirmation from Buyer or the City of Antioch that the City of Antioch has approved
24 the transfer of the License to Buyer.

25 3) Within five (5) days of receipt of the purchase price from Buyer, the Receiver
26 shall initiate any and all actions necessary to transfer the Business's assets, including the
27 License, to Buyer. The Receiver is authorized to take any and all actions necessary to effectuate
28 the transfer of the License to Buyer.

1 4) The Receiver is authorized to sign any and all documents and perform such duties
2 as required to consummate the sale.

3 5) Any licensed title insurer and the Buyer may rely on this Court Order as
4 authorizing the Receiver to transfer legal title to the Business's assets, including personal
5 property, the Licenses, and all rights and privileges appurtenant thereto, described herein.

6 6) The liens and encumbrances described below that were recorded against the
7 Business are hereby removed from title and will attach to any funds held by the Receiver with the
8 same extent, validity and priority, if any, as such liens and encumbrances now have with respect
9 to the Business, subject to further Court order:

- 10 • A lien recorded by the California Department of Tax and Fee Administration on
11 May 23, 2024, in the amount of \$140,221.84, with File No. U240045382031 and
 Certificate Number 359737 against taxpayer Alluvium, Inc.
- 12 • A lien recorded by the California Department of Tax and Fee Administration on
13 June 28, 2024, in the amount of \$159,420.40, with File No. U240054585116 and
 Certificate Number 456292 against taxpayer Alluvium, Inc.
- 14 • A lien recorded by the California Department of Tax and Fee Administration on
15 October 1, 2024, in the amount of \$128,066.38, with File No. U240079200220
 and Certificate Number 427718 against taxpayer Alluvium, Inc.
- 16 • A lien recorded by the California Department of Tax and Fee Administration on
17 December 10, 2024, in the amount of \$1,833.66, with File No. U240095816833
 and Certificate Number 451683 against taxpayer Alluvium, Inc.

18
19 DATED: 2/5/2025  2025

20
21 By: 
22 **LEONARD E. MARQUEZ**
23 Judge of the Superior Court
24
25
26
27
28

EXHIBIT B

[See Next Page]

CATALYST

Q1 2025



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I. Executive Summary



Summary Overview



Company Overview

- Catalyst (the “Company”) is the 2nd largest licensed cannabis retailer in California by number of stores, with **30 operational dispensaries** and **7 locations currently in development** across the state
- Achieved **market-leading scale and profitability** in its state market
- Provides superior customer service, and a broad menu focused on **high-quality products at value price points**
- **Strong competitive moat** with an experienced management team, sustainable value price points, and a growing portfolio of store locations in limited license municipalities
- **First 9 months of 2024** consolidated **Revenue of \$131M, 4-Wall EBITDA of \$26M, consolidated EBITDA of \$18M, and EBITDA net of Non-Controlling Interests of \$14M**
- **2024E** full year consolidated **Revenue of \$173M, 4-Wall EBITDA of \$33M, consolidated EBITDA of \$22M, and EBITDA net of Non-Controlling Interests of \$16M**
- **2025E** full year consolidated **Revenue of \$210M, 4-Wall EBITDA of \$42M, consolidated EBITDA of \$33M, and EBITDA net of Non-Controlling Interests of \$24M**

Transaction Overview

- The Company is raising up to **\$20 million in senior secured loans**
- Proceeds will be used to **refinance existing senior secured indebtedness**, fund **new store buildouts**, and to finance **opportunistic bolt-on acquisitions**
- Catalyst has achieved significant growth and inflected to **strong EBITDA and cash flow** profitability since the completion of its last term loan financing in 2022, and is now seeking to strengthen its balance sheet
- The Company has a consistent track record of on-time payments to creditors, landlords, and vendors

Catalyst at a Glance

CATALYST

The Catalyst Difference

1 Our Mantra – “Weed for the People”

Catalyst has a simple goal: “best menu, best price”

2 Compounding Scale Advantages

One of the only scaled dispensary operators in a fragmented and underserved market of sub-scale operators

3 Lean Operations with Limited Corporate Overhead

Lean corporate organization enables the Company to reinvest in the business while remaining nimble in a dynamic operating environment

4 Company Culture Drives Customer Loyalty

Low employee churn helps drive customer loyalty, where a familiar face at the store provides expert product education and guidance



Catalyst Belmont Shore

Catalyst is Winning in California

- Since the completion of Catalyst’s last term loan financing in 2022, the Company has:
 - Expanded its footprint from 11 locations to 30 locations,
 - More than doubled revenue
 - Inflected from EBITDA break-even to strong EBITDA and cash flow profitability
- Catalyst’s operational backbone and know-how can support strong continued organic and inorganic growth
- Catalyst is executing on a robust pipeline of planned new store openings and is reviewing select value acquisition opportunities

Consolidated Financial Overview ⁽¹⁾

(\$ in millions)	2021 Actual	2022 Actual	2023 Actual	2024 Proj.	2025 Proj.	2026 Proj.
# of open stores	9	13	25	29	36	36
Total Net Revenue	54	91	135	173	210	275
y/y	26%	70%	48%	29%	21%	31%
COGS	38	56	76	97	115	149
Gross Profit	15	34	58	76	95	127
% margin	29%	38%	43%	44%	45%	46%
4-Wall OPEX	10	24	35	44	53	67
4-Wall EBITDA	5	11	23	33	42	60
% margin	10%	12%	17%	19%	20%	22%
Corporate OPEX	5	7	5	11	11	11
EBITDA	1	3	18	22	32	49
% margin	1%	4%	13%	13%	15%	18%

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⁽¹⁾ Consolidated financials reflect 100% of Catalyst’s portfolio and do not account for non-Catalyst partners’ ownership interests in select locations. See Financial Overview and Appendix for further detail.

Investment Highlights



Leading Market Position in California

- Profitable and growing, with forecasted consolidated revenue of \$173M and EBITDA of \$22M in 2024E, growing to \$210M and \$32M in 2025E
- Successfully navigated and grew through market headwinds in California and solidified its position as one of the largest and most profitable operators in the state
- Reinforces its competitive moat by passing along savings achieved through scale to its customers, including through increased purchasing power, centralized distribution, and private label products that small and mid-size operators lack

Attractive Unit Economics

- Average of \$8.7 million in revenue and 21% 4-wall EBITDA margins across locations open longer than one year
- Average of \$14.6 million in revenue and 25% 4-wall EBITDA margins across top-performing locations
- The average new location requires \$1.5-2.0 million in investment capital and generates 75%+ 4-Wall cash-on-cash returns
- Maturing store cohorts and a lean corporate organization are driving meaningful incremental profitability

Long Runway For Continued Growth

- Well-positioned to be the go-to acquirer for independent dispensary operators in California, capitalizing on a dearth of capital and depressed asset valuations in the California market
- Best-in-class license application track record with 85%+ win rate in competitive merit-based applications
- Recent introduction of private label products to set to drive margin enhancement and continued customer loyalty

Experienced and Passionate Team

- Founder/CEO and management team have built the Company from the ground up, accumulating years of hard-won operating experience across every facet of the business
- Strong alignment of interests with senior management owning >60% of the business

Focused and Resilient Business Model

- Exclusive focus on California licensed retail in attractive locations with everyday low prices insulates the business from upstream production challenges in growing / processing and macro volatility

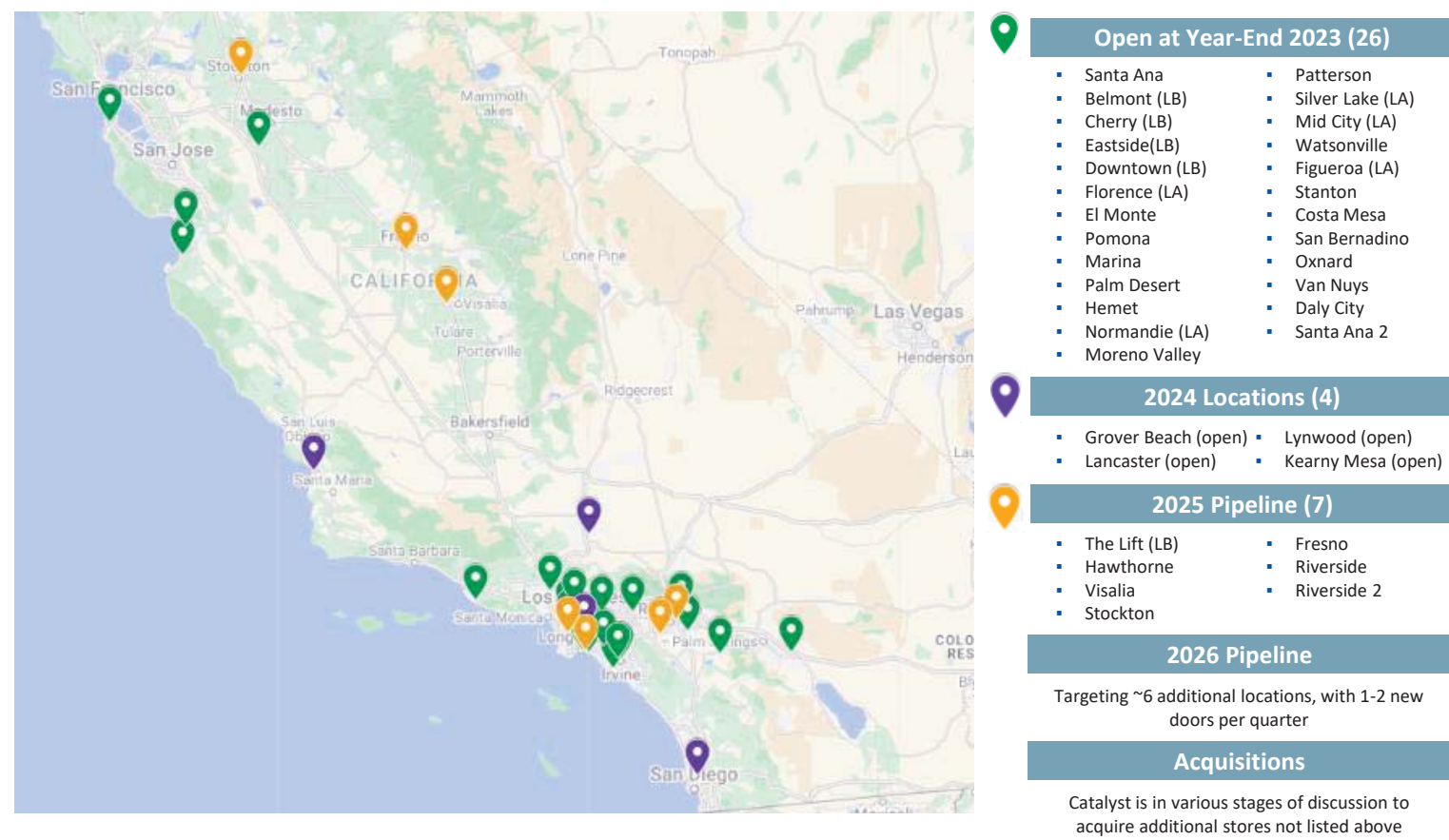
II. Business Overview



Footprint Overview



Catalyst’s stores are forecast to generate \$173M in Revenue and \$33M in 4-Wall EBITDA in 2024. The Company plans to open an additional 13 CA locations through 2025-2026.





Best-In-Class Licensing Capabilities

CATALYST



Achieved an 85%+ success rate in merit-based license applications

- Despite California’s long history at the forefront of cannabis regulation and legalization, the regulatory framework in place has led to a slower-than-expected roll out of cities and municipalities that have approved commercial cannabis activity
- As of December 2024, only 221 cities (out of 482, or 46%) and 30 counties (out of 58, or 52%) in the state of California allow commercial cannabis activity, while only 194 cities so far allow cannabis retail activity (an approximate 40% of the state) ⁽¹⁾
- This market gap effectively establishes a moat for existing operators, creating mini-limited license territories with restrictive merit-based application processes where existing operators are often the only groups that apply successfully (though success is never guaranteed)
- By utilizing its existing footprint and operating expertise, coupled with early involvement building relationships and writing legislation with municipalities, Catalyst has achieved over an 85% success rate for new applications



Capital-Efficient Organic Growth through License Applications



Build relationships with local municipalities



Assist with writing Cannabis Licensing Ordinances



Put forward applications for a location

Strength in Merit-Based Applications

- Cities often place an emphasis on merit-based scoring, relying upon operating expertise and city involvement at existing locations, in addition to proactive community benefits programs that inexperienced applicants often fail to fully address

Sample License Success:

Municipality	# of Licenses	Merit	Community ⁽¹⁾	Success
Stanton	4	Yes	>50% of Pts	✓
Pomona	2	Yes	>50% of Pts	✓

(1) Community defined as the sum of points for Labor and Employment, Neighborhood Compatibility, Location, and Community Benefits sections.

California licenses are finite, often with an arduous and sometimes political application process – Catalyst thrives in merit-based application scoring processes, winning over 19 licenses through applications.

(1) Per California Department of Cannabis Control.

Consolidation Opportunity



Catalyst is one of the first calls for M&A opportunities in California – and evaluates acquisition opportunities on an ongoing basis

Attractive Entry-Point for Opportunistic M&A

- Catalyst's deal pipeline includes **actionable bolt-on acquisitions focused on multi-location, well-run businesses that are facing financial constraints**, which can be acquired at attractive valuations in the current market environment
- The CA dispensary market is fragmented with **deal opportunities available across the size spectrum**
- During historical periods when California asset valuations were high, the Company focused exclusively on organic growth, leaning into its strong license application capabilities
- Given the weak valuation environment and financial stress in the market, the Company believes that the risk/reward of opportunistic M&A is on par with or better than organic buildouts, and **provides access to attractive licenses and locations** that may otherwise be unavailable

Catalyst is the Acquirer of Choice in California

- Catalyst's team is well-positioned to **efficiently implement operational improvements** to target companies by leveraging Catalyst's operational backbone and know-how to enhance sales and profitability
- Catalyst provides scaled inventory procurement, tight vendor management, centralized distribution, and strong marketing capabilities that small and mid-sized independent operators lack
- The Company is focused on pursuing **acquisitions in its core focus area of CA dispensary retail** while maintaining a conservative leverage profile
- In conjunction with the financing transaction, the Company plans to bolster its corporate development and capital markets talent and capabilities

Strategic Goals



The Company aims to achieve significant financial and operational milestones in 2025-2026 to drive continued growth and profitability to cement the #1 position in California

Continued Organic and Inorganic Growth

- Expand and diversify footprint by strategically entering new California regions and markets with high-volume anchor locations
- Organically open 1-2 new locations per quarter, building optimal unit density in select markets
- Evaluate and opportunistically complete bolt-on M&A opportunities

Drive Increased Scale and Profitability

- Lean further into competitive advantages of scale
- Actively maintain a lean corporate organization to drive operating leverage
- Realize strong incremental unit economics as 2023-2024 store vintages ramp and mature
- Upgrade the portfolio by selectively divesting locations that don't meet the Catalyst standard

Enhance Capital Markets Capabilities

- Position the Company to lead the next wave of growth and consolidation to become the #1 player in California
- Enhance balance sheet strength with high quality institutional capital partners that can grow with the business
- Opportunistically evaluate go-public and other liquidity options as the business achieves milestones and capital markets conditions allow

Experienced, Cycle-Tested Leadership Team



Catalyst's leadership team brings a unique combination of strong business acumen and an entrepreneurial "feet on the street" approach to management that outpaces competitors



Elliot Lewis
Co-Founder & CEO

Elliot is the founder and CEO of Catalyst and is a well-known leader and advocate in the California cannabis industry. He began his cannabis career by winning 6 out of 32 of retail dispensary licenses in the city of Long Beach, CA. Elliot has successfully developed Catalyst into the second largest retailer in CA and has driven exceptionally strong growth in the business from just \$11M in revenue in 2019 to \$130M in 2023.

Prior to starting Catalyst, from 2008 – 2013, Elliot operated a business that purchased, remodeled, and sold over 700 single family homes and generated ~\$250M in sales. Elliot is a native of Long Beach, CA. He earned a BA in Philosophy from UC Berkley and currently lives with his wife Anna and four children in Long Beach.



Damian A. Martin
Co-Founder & Attorney

Damian is a co-founder of Catalyst. He brings a breadth of operations leadership expertise, leveraging his experience as U.S. Navy intelligence analyst where he conducted deployments to in the Middle East in support of Navy SEAL operations. After his military service, Damian earned a law degree and began applying his legal expertise in the cannabis industry focused on regulatory affairs. Damian has personally drafted over a dozen cannabis ordinances for cities in California and has successfully achieved approval for over 16 local cannabis license applications.

Prior to joining forces with Elliot to start Catalyst, Damian was a senior partner at Greenwise Consulting, a leading cannabis advisory firm. Damian is a native of Baltimore, Maryland. He earned a BA from the University of Maryland, where he also earned an MBA, before earning a J.D. from UCLA School of Law. He currently lives with his wife Ana and two children in the Long Beach area.



John Luessenhop
CFO

John Luessenhop joined Catalyst as its CFO in 2019 with several years of cannabis industry experience serving as a strategic advisor. He also has the unique distinction of writing and directing two motion pictures that opened #1 at the U.S. box office. Since joining Catalyst, John has driven significant improvements in the Company's financial monitoring and reporting systems and procedures, with the goal of developing real-time reporting and granular visibility. John began his career as a corporate attorney focused on asset-based securitizations including mortgages, auto loans, and consumer credit. He also has experience serving as a senior executive at mortgage company.

John is a native of McLean, Virginia, and an alumnus of the University of Virginia and Georgetown University Law Center. He currently lives in Amagansett, NY with his wife, with whom he has three sons.

Deep Bench of Talent



The Company's senior leadership team is supported by a deep bench of talent with cross-disciplinary expertise across legal, finance, and operations



Alyssa Canann
Chief Accounting Officer

Alyssa serves as Catalyst's Chief Accounting Officer. She and her team are responsible for all accounting functions at the Company. She has been instrumental in developing the Company's financial and accounting system from a nascent spreadsheet-based system that accounted for just four entities, to an integrated system covering 50+ entities.

Alyssa has over 30 years of experience providing MIS implementation and accounting/financial reporting services to small and medium-sized businesses. Her experience includes internal controller positions in construction, real estate development, and entertainment, as well as numerous engagements providing outside controller services across a variety of industries. GAAP proficient and SOX-conversant, Alyssa is experienced in financial statement preparation and presentation, cash flow forecasting, budgetary planning, KPI reporting and assessment.



Anthony Almaz
General Counsel

Anthony Almaz has served as general counsel of Catalyst since April 2022. He is responsible for providing strategic legal guidance to the executive team and department directors. During his tenure, Anthony has assisted, and led, the negotiation and procurement of credit facilities and dispensary acquisitions and partnerships including its management services strategy.

Prior to joining Catalyst, Anthony provided independent legal counsel to small and medium-sized business, including cannabis companies, across a range of strategic and transactional matters including real estate, financing, tax, and regulatory compliance. Prior to his legal practice, he worked as an international tax consultant at Deloitte. Anthony earned a BA in finance from Cal State Long Beach, and a J.D. and Tax LLM from Loyola.

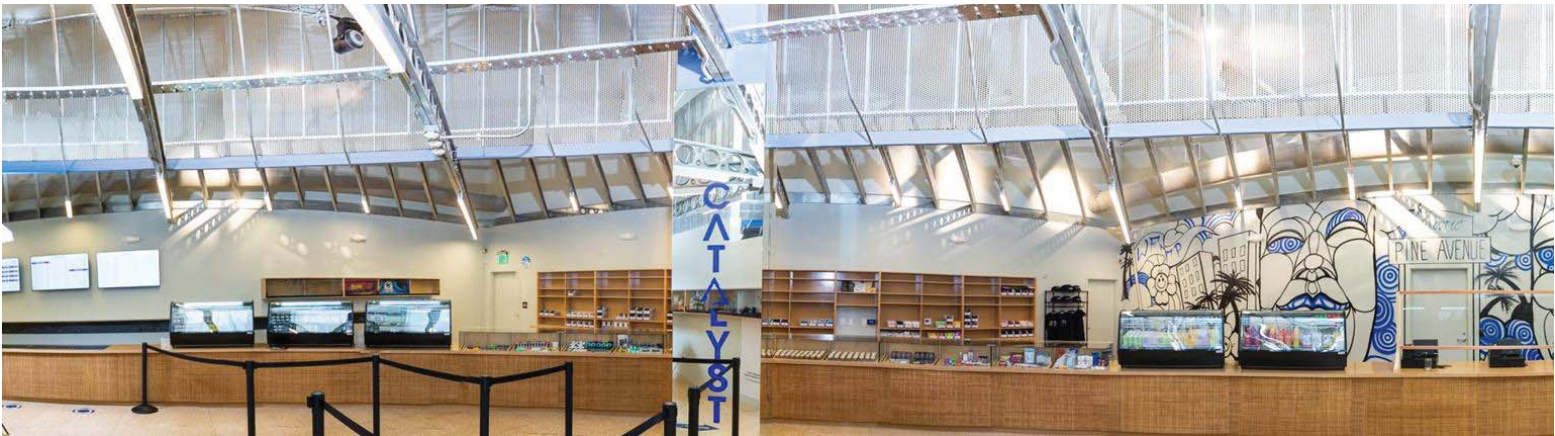


Mily Marrero
Chief Compliance Officer

Mily Marrero serves as the Chief Compliance Officer at Catalyst, where she leads and oversees regulatory compliance across the Company's licensing, government relations, project management, inventory management, internal audits, training, and recordkeeping. Mily has an extensive background in regulated cannabis industry compliance spanning back to the beginning of the adult-use industry. She has extensive experience across both licensing and operational compliance elements of the business including inventory controls / track-and-trace reporting, and retail operations.

Prior to joining Catalyst, Mily held a variety of compliance-focused roles at state-licensed cannabis companies with multi-state operations across the supply chain including retail, distribution, cultivation, and manufacturing. Mily earned a BA in Accounting from the University of Houston-Clear Lake.

III. Financial Overview



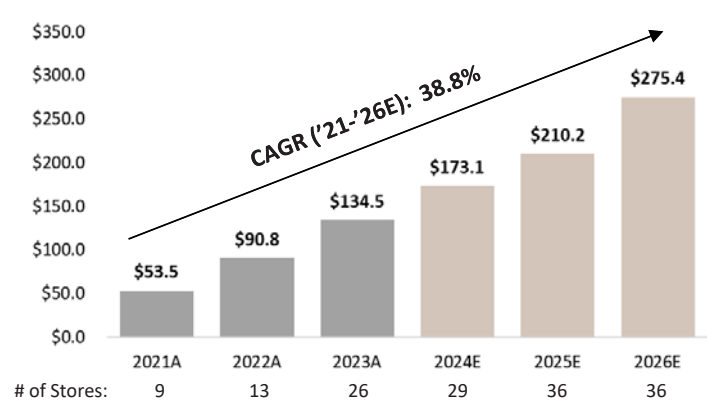
Proven Track Record



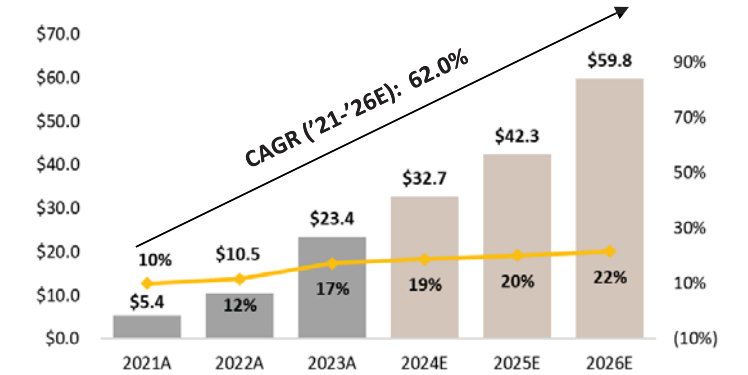
Catalyst successfully navigated and grew through market headwinds in California and solidified its position as one of the largest and most profitable operators in the state

(\$ in millions)

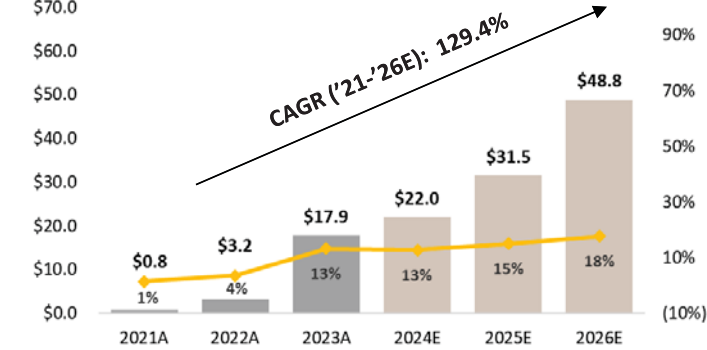
Revenue and # of Open Dispensary Locations (End of Period)



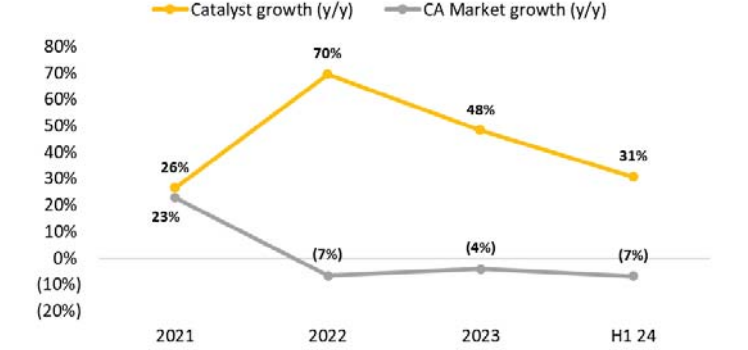
4-Wall EBITDA and Margin



Consolidated EBITDA and Margin



Catalyst Growth vs. California Market (y/y)



Historical Performance and Projections



Catalyst is positioned for continued growth and increasing profitability as it capitalizes on significant near-term growth opportunities and compounds its scale advantages

<i>(Dollars in thousands)</i>	Actual 2021	Actual 2022	Actual 2023	Actual 9mo. Ended 9/24	Projected 2024	Projected 2025	Projected 2026
Open Stores (EoP)	9	13	26	28	29	36	36
Net Sales	\$ 53,006	\$ 89,483	\$ 131,826	\$ 128,431	\$ 170,763	\$ 207,057	\$ 271,978
ATM Fee Income	539	1,287	2,707	2,695	2,325	3,106	3,400
Total Net Revenue	53,546	90,770	134,533	131,126	173,088	210,163	275,378
YoY Growth %		70%	48%	44%	29%	21%	31%
Cost of Goods Sold	38,050	56,462	76,327	73,748	96,619	114,711	148,639
Gross Profit	15,496	34,308	58,206	57,379	76,469	95,452	126,739
Gross Margin %	28.9%	37.8%	43.3%	43.8%	44.2%	45.4%	46.0%
Insurance Expense	105	135	463	280	453	516	563
Labor Expense	5,184	10,380	18,551	17,817	24,917	29,748	37,653
Lease Expense	1,459	2,790	4,553	4,175	5,616	6,999	7,830
License Expense	603	1,231	1,841	1,583	2,273	2,991	4,792
Marketing Expense	549	954	905	1,267	1,762	2,569	3,856
Professional Fees	415	966	841	866	1,383	1,907	2,930
Security Expense	940	2,165	4,188	3,443	4,697	5,416	6,053
Utilities	129	245	493	603	703	869	954
Other G&A	748	4,911	3,010	1,375	2,007	2,121	2,294
Total 4-Wall Operating Expense	10,132	23,777	34,844	31,406	43,812	53,137	66,924
4-Wall EBITDA	5,364	10,531	23,363	25,973	32,657	42,314	59,815
4-Wall EBITDA Margin %	10%	12%	17%	20%	19%	20%	22%
Corporate Income	1,914	64	3,357	31	31	-	-
Corporate Operating Expenses	6,509	7,387	8,830	8,137	10,659	10,786	10,966
EBITDA	769	3,207	17,890	17,867	22,030	31,528	48,849
EBITDA Margin %	1%	4%	13%	14%	13%	15%	18%
Less: EBITDA Attributable to Non-Controlling Interest (est.)	-	(1,842)	(3,775)	(4,222)	(5,635)	(7,360)	(9,214)
EBITDA Attributable to Catalyst	769	1,365	14,115	13,645	16,395	24,168	39,635

Forecast conservatively excludes potential bolt-on acquisitions and new store locations planned in 2026

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Q3 2024 Financial Results



(Dollars in thousands)		Variance vs. Forecast			Y / Y		
	ACTUAL	Model	Var	Var	Actual	Var	Var
	Q3'24	Q3'24	%	\$	Q3'23	%	\$
Summary							
Net Revenue	\$ 47,205	\$ 43,565	8%	3,640	\$ 32,889	44%	\$ 14,316
Consolidated EBITDA	7,658	5,728	34%	1,930	3,429	123%	4,229
% margin	16.2%	13.1%			10.4%		
P&L Detail							
Net Sales	45,517	42,921	6%	2,596	32,205	41%	13,312
ATM Fee Income	1,688	644	162%	1,044	684	147%	1,004
Total Net Revenue	47,205	43,565	8%	3,640	32,889	44%	14,316
YoY Growth %	44%	32%					
Cost of Goods Sold	26,324	24,036	10%	2,288	18,160	45%	8,163
Gross Profit	20,882	19,529	7%	1,353	14,729	42%	6,153
Gross Margin %	44%	45%			45%		
Insurance Expense	91	139	(35%)	(49)	147	(38%)	(56)
Labor Expense	6,068	6,720	(10%)	(652)	5,232	16%	835
Lease Expense	1,403	1,392	1%	11	1,182	19%	221
License Expense	490	569	(14%)	(79)	521	(6%)	(30)
Marketing Expense	431	445	(3%)	(14)	102	321%	329
Professional Fees	262	380	(31%)	(118)	221	18%	40
Security Expense	1,103	1,179	(6%)	(76)	1,106	(0%)	(3)
Utilities	269	195	38%	74	165	63%	104
Other G&A	428	518	(17%)	(90)	931	(54%)	(503)
Total 4-Wall Operating Expense	10,544	11,538	(9%)	(993)	9,607	10%	938
4-Wall EBITDA	10,337	7,991	29%	2,346	5,122	102%	5,215
4-Wall EBITDA Margin %	21.9%	18.3%			15.6%		
Corporate							
Corporate Income	-	-	-	-	157	-	(157)
Corporate Operating Expenses	2,679	2,263	18%	416	1,850	45%	829
Consolidated EBITDA	7,658	5,728	34%	1,930	3,429	123%	4,229
EBITDA Margin %	16.2%	13.1%			10.4%		
YoY Growth %	123%	67%					
Less: EBITDA attributable to NCI	(1,595)	(1,544)	3%	(51)	(958)	66%	(637)
EBITDA attributable to Catalyst	6,063	4,184	45%	1,879	2,471	145%	3,592

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IV. Structuring Considerations



Strong Value Coverage



Catalyst's pledged store locations conservatively provide \$120M+ of value coverage based on their private market value

Location Info	2023 Financial Metrics (\$M)			Part of Collateral Package	Asset Sale Collateral Value (est.)			Classification Type
	Revenue	4-Wall EBITDA	4-Wall Margin		'23 EBITDA	xEBITDA	Value	
Operational Locations								
Santa Ana	\$13.4	\$2.9	22%	Yes	\$2.9	NM	NM	Standard
Belmont (LB)	5.6	0.7	12%	Yes	0.7	5.0x	3.4	Standard
Cherry (LB)	7.7	1.3	17%	Yes	1.3	5.0x	6.7	Standard
Bellflower	15.1	3.3	22%	Yes	3.3	6.0x	20.0	Standard
10th/Eastside (LB)	3.4	(0.1)	(2%)	Yes	(0.1)	-	3.0	Standard
DTLB/Pine (LB)	7.0	1.0	14%	Yes	1.0	5.0x	4.8	Standard
Florence (LA)	4.3	0.3	8%	No	0.3	-	-	Social Equity Partnership
El Monte	12.1	2.9	24%	Yes	2.9	6.0x	17.6	Standard
Pomona	24.1	7.2	30%	50% ownership	7.2	6.0x	21.5	Joint Venture (50%)
Marina	3.0	0.3	10%	Yes	0.3	5.0x	1.5	Standard
Palm Desert	8.2	2.2	26%	Yes	2.2	5.0x	10.8	Standard
Hemet	7.8	1.8	23%	Yes	1.8	5.0x	8.8	Standard
Normandie (LA)	2.0	(0.3)	(15%)	No	(0.3)	-	-	Social Equity Partnership
Moreno Valley	0.2	(0.1)	(70%)	No	(0.1)	-	-	MSA
Patterson	1.1	(0.2)	(14%)	No	(0.2)	-	-	MSA
Silver Lake (LA)	2.2	(0.3)	(13%)	No	(0.3)	-	-	Social Equity Partnership
MidCity (LA)	1.5	(0.3)	(20%)	No	(0.3)	-	-	Social Equity Partnership
Watsonville	0.9	(0.3)	(38%)	No	(0.3)	-	-	MSA
Figueroa (LA)	1.1	(0.3)	(29%)	No	(0.3)	-	-	Social Equity Partnership
Stanton	3.0	0.3	10%	47% ownership	0.3	5.0x	0.7	Joint Venture (47%)
Costa Mesa	1.0	(0.4)	(42%)	48% ownership	(0.4)	-	1.6	Joint Venture (48%)
San Bernadino	7.5	1.0	14%	Yes	1.0	5.0x	5.2	Standard
Oxnard	0.5	(0.3)	(58%)	Yes	(0.3)	-	3.0	Standard
Van Nuys	0.4	(0.2)	(63%)	No	(0.2)	-	-	MSA
Daly City	0.3	(0.2)	(79%)	51% ownership	(0.2)	-	2.0	Joint Venture (51%)
Santa Ana 2	0.0	(0.0)	NM	Yes	(0.0)	-	5.0	Standard
Grover Beach	NM	NM	NM	Yes	NM	-	2.0	Joint Venture (65%)
Lancaster	NM	NM	NM	Yes	NM	-	3.0	Standard
Collateral value available to new Senior Loan							\$120.5	

Ownership & Organizational Structure Overview



Catalyst has strategically expanded its footprint by utilizing a mix of Standard, Joint Venture, Social Equity, and MSA locations

Catalyst's store portfolio can be broken down into several key categories

- **Standard:** Can be borrowers or guarantors under a credit agreement. Catalyst typically owns 100%.
- **JVs:** These are typically 50%/50% JVs where non-Catalyst partners contributed assets and or capital to the establishment and buildout of the location. These entities cannot be borrowers or guarantors, but Catalyst can pledge its ownership interest as part of a collateral package and can utilize its share of cash flow from these entities for debt service.
- **Social Equity Partnership:** Partnered with social equity license-holders in LA due to the city's licensing framework. These entities cannot be borrowers or guarantors, or pledge ownership interests. Catalyst typically owns a large minority position (49%), while providing operational management and exercising contractual control over the location. The Company can utilize substantially all the cash flow generated by these locations to service debt through its services agreements. Catalyst has options to acquire the remaining interest in most of these locations for \$500k-\$1M upon future approval from the Los Angeles City Department of Cannabis Regulation.
- **Management Services Agreement / Earnout ("MSA"):** Catalyst provides operational management for these stores and receives milestone-based economic and profits interest. The Company effectively earns sweat equity by managing and improving operations at established locations with minimal or no capital outlay required by the Company. Catalyst can pledge its ownership interests in these entities as they are earned, but they cannot be borrowers or guarantors. The Company has an options to acquire the remaining interest certain of these locations at a 1.0x TTM Revenue valuation. The Company will not be pursuing additional MSAs.

Organizational structure overview

- The Catalyst Enterprise is comprised of South Cord Holdings LLC ("SCH"), its corporate parent company, South Cord Management LLC ("SCM"), its management company, and store-level entities
- Each store-level entity is owned by various combinations of SCH, one or several of Catalyst's principals, and third-party partners as applicable; store entities are generally set up and taxed as C-Corps while SCH is a pass-through
- Store-level intercompany cash transfers are centrally cleared through SCM, and corporate-level intercompany transactions are centrally cleared through SCH using intercompany payables/receivables; debt service payments are ultimately remitted by SCH

Disclaimer

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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 8, 2025

TO: Honorable Mayor and Members of the City Council

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

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

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

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution approving the Consolidated Engineer's Report and setting July 22, 2025 as the date for the Public Hearing.

FISCAL IMPACT

Street Light and Landscape Maintenance District (SLLMD) assessment revenues for FY 2025/26 are estimated at approximately \$2.3 million. Maintenance costs are estimated at approximately \$7.1 million. After applying available SLLMD balances, \$4.8 million will be needed from the General Fund to cover remaining costs, which is already incorporated into the adopted General Fund budget for FY 2025/26.

DISCUSSION

In FY 2001/02, a citywide Proposition 218 ballot proceeding was conducted to restructure and establish a single consolidated SLLMD, subdivided into four benefit zones; however, the measure failed by a 70% margin.

Following that failed election, the City Council approved an Engineer's Report for the "existing" or "base assessment" for the SLLMDs. That report, as does this year's, assesses only properties that are subject to assessments that were previously imposed by petition of the developer, and which were approved by the City Council for the applicable parcels.

The 1972 Street Light and Landscape Maintenance District Act requires the preparation of an Engineer's Report annually prior to approval of the annual rates being approved by the City Council.

The attached Engineer's Report presents maintenance cost estimates based on FY 2025/26 and approximately \$2.3 million in collected assessments. None of the assessments exceeds the respective maximum base rate. Based on previous Council direction, assessments have been allocated first to cover the costs of administration, then to local landscaping, and finally to arterials and medians. Any shortfalls are shown as a contribution by the General Fund, which is estimated to be \$4.8 million.

The potential action of the City Council is to approve the receipt of the Engineer's Report and to set a Public Hearing to consider it fully on July 22, 2025. At that time, staff will recommend that the Council confirm the annual levy of assessments and certify assessments for the placement on the County's property tax bills.

ATTACHMENTS

- A. Resolution
- B. Fiscal Year 2025/2026 Engineer's Report
- C. Street Light and Landscape Maintenance District Boundary Map
- D. Fiscal Year 2024/2025 Engineer's Report

ATTACHMENT "A"

RESOLUTION NO. 2025/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CONSOLIDATED ENGINEER'S REPORT AND DECLARING THE
INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST,
CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE
STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING
PUBLIC HEARING
P.W. 500**

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

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

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

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

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

The City Council hereby approves the Consolidated Engineer's Report as submitted and declares its intention to levy and collect assessments within the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree, and East Lone Tree Street Light and Landscape Maintenance Districts for the FY 2025/26.

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

RESOLUTION NO. 2025/**

July 8, 2025

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3. Reference is made to the Consolidated Engineer's Report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment districts, and any zones therein, and the proposed assessments upon assessable lots and parcels within those districts.
4. Notice is hereby given that the City Council will conduct a public hearing on the matter of the levy and collection of assessments as described herein on July 22, 2025, at the City Council Chambers, City Hall, 200 "H" Street, Antioch, California. Public testimony will be allowed at this public hearing regarding the proposed levy and collection of assessments as described herein.
5. The City of Antioch is proposed to be assessed for its proportional street frontage in Downtown District 4, Zone 1.
6. Separate written protests may be filed with the City Clerk, City Hall, 200 "H" Street, P.O. Box 5007, Antioch, California, 94531-5007 at any time prior to the conclusion of the public hearing on July 22, 2025. Written protests may also be filed via email to: cityclerk@antiochca.gov. Protests must state all grounds of objection. A protest filed by a property owner must contain the address of the affected property. The City Council will also receive oral testimony and objections. If you wish to provide testimony, you may do so any of the following ways: (1) by filling out an online speaker card, located at <https://www.antiochca.gov/government/city-council-meetings/live/>, or (2) by emailing the City Clerk prior to the meeting at cityclerk@antiochca.gov.
7. The City Clerk is hereby directed to publish a public hearing notice in the East County Times, as required by law.
8. None of the proposed assessments are proposed to be increased over the amounts authorized by the ballot measure.

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

A copy of the Engineer's Report is available online at www.antiochca.gov/fc/public-works/engineering/SLLMD-Report-2026.pdf. Written statements in favor of, or in opposition to this matter, may be filed with the City Clerk, City Hall, 200 "H" Street (P.O. Box 5007), Antioch CA 94531-5007, or via email to cityclerk@antiochca.gov at any time prior to the hearing and to be heard thereon.

RESOLUTION NO. 2025/**

July 8, 2025

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I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"



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

**CONSOLIDATED ENGINEER'S REPORT
FOR THE
CITY OF ANTIOCH
STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT
NUMBERS 1, 2A, 4, 5, 9, AND 10
ANNUAL LEVY
OF THE
FISCAL YEAR 2025/26 ASSESSMENTS**

July 8, 2025

Prepared by the City of Antioch

Scott Buening, P.E.
Acting Public Works Director/City Engineer

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

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

Dated

Scott Buenting, P.E.
License Expires 12/31/2026

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2025.

Melissa Rhodes, City Clerk
City of Antioch
Contra Costa County, CA

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City Antioch, California on the ____ day of _____, 2025.

Melissa Rhodes, City Clerk
City of Antioch
Contra Costa County, CA

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Contra Costa, California on the ____ day of _____, 2025.

Melissa Rhodes, City Clerk
City of Antioch
Contra Costa County, CA

By _____

Date _____

I. INTRODUCTION

A. Preamble

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

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

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

B. Enabling Legislation

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

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

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

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

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

C. Consolidated Engineer's Report

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

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

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

- Assessment Diagram
- Description of Improvements
- Estimate of Operation and Maintenance Costs for FY 2025/26
- Description of Assessment Methodology
- Summary of Recommended Assessments
- Assessment Roll

II. ASSESSMENT DIAGRAM

A. Assessment Districts

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

TABLE 1
DISTRICT NUMBERS AND COMMON NAMES

District Number	Common Name
1	Hillcrest Avenue
2A	Antioch of City-wide
4	Downtown
5	Almond Ridge
9	Lone Tree Way
10	East Lone Tree Way

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

B. Zone Boundaries

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

III. DESCRIPTION OF IMPROVEMENTS

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

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

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

LOCAL LANDSCAPING: Includes the costs of pruning, irrigation, maintenance planting, debris removal and clean up along the City's trails, cul-de-sac bulbs, and local and collector streets. It also includes both contract and City work associated with weed abatement and the maintenance of firebreaks. Localized landscaping improvements including planters, trees in the public right-of-way, sound walls and entry signs are also maintained under this class of improvement.

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

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

TABLE 2
NEIGHBORHOOD AND COMMUNITY PARKS

District Number	Common Name
1-1	Hillcrest Park
	Nelson Ranch Park
1-2	Country Manor Park
	Deerfield Park
	Knoll Park
	Prewett Community Park
1-4	Meadow Creek Park
2A-1	Contra Loma Estates Park
	Fairview Park
	Prosserville Park
2A-2	City Park
2A-3	Jacobsen Park
	Meadowbrook Park
2A-4	Harbour Park
	Mountaire Park
2A-5	Chichibu Park
2A-6	Canal Park
	Gentrytown Park
	Mira Vista Park
	Village East Park
2A-7	Marchetti Park
2A-8	Antioch Community Park
	Mira Vista Hills Park
2A-9	Eagleridge Park
2A-10	Markley Creek Park
4-1	--
5-1	Almondridge Park
9-1	Williamson Ranch Park
	Chaparral Park
9-2	Diablo West Park
9-3	Hansen Park
	Dallas Ranch Park
9-4	Heidorn Park
10	Julpun Park

IV. COST ESTIMATES

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

Table 3 COST ESTIMATE - Fiscal Year 2025/26 District 1, Zone 1 - Hillcrest Avenue District			
The following schedule shows the allocation of costs to be spread to this District/Zone (254-4541)			
		Base Rate Benefit Units 1,681	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$209,245	\$209,245 \$0
	Arterial Medians and Roadside Landscaping	\$100,249	\$100,249 \$0
	Local Landscaping, Trails, Open Space	\$335,006	\$99,370 \$235,636
	Administration	\$39,427	\$0 \$39,427
	SUBTOTAL:	\$683,927	\$408,864 \$275,063
535	Parcels Assessed at \$216.00 per unit =	\$115,560	
413	Parcels Assessed at \$190.00 per unit =	\$78,470	
283	Parcels Assessed at \$165.00 per unit =	\$46,695	
207	Parcels Assessed at \$94.00 per unit =	\$19,458	
131	Parcels Assessed at \$64.00 per unit =	\$8,384	
112	Parcels Assessed at \$58.00 per unit =	\$6,496	
TOTAL ASSESSED:		\$275,063	
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):		\$0	
GENERAL FUND PORTION OF MAINTENANCE COST:		\$408,864	

District/Zone Benefits:

Parks: Hillcrest, Nelson Ranch.

Arterial Landscaping: Hillcrest Avenue.

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

Miscellaneous: Open space and trails.

Table 3A District 1, Zone 1 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
1-1	California Terrace	7222	123	\$165.00	\$165.00	\$165.00
1-1	Hillcrest Subd Un 1	5653	221	\$190.00	\$190.00	\$190.00
1-1	Hillcrest Subd Un 2	6067	83	\$190.00	\$190.00	\$190.00
1-1	Hillcrest Subd Un 3	6068	61	\$190.00	\$190.00	\$190.00
1-1	Nelson Ranch I	6893	102	\$216.00	\$216.00	\$216.00
1-1	Nelson Ranch II	8850	128	\$216.00	\$216.00	\$216.00
1-1	Nelson Ranch III	8851	138	\$216.00	\$216.00	\$216.00
1-1	Northwood Downs 1	6429	81	\$58.00	\$58.00	\$58.00
1-1	Northwood Downs 2	6564	31	\$58.00	\$58.00	\$58.00
1-1	Northwood Downs 3	6565	76	\$64.00	\$64.00	\$64.00
1-1	Ridgeview Un 1	6262	48	\$190.00	\$190.00	\$190.00
1-1	Ridgeview Un 2	6264	55	\$64.00	\$64.00	\$64.00
1-1	Viera Ranch 1-1	6855	172	\$94.00	\$94.00	\$94.00
1-1	Viera Ranch 1-2	7180	116	\$165.00	\$165.00	\$165.00
1-1	Viera Ranch 1-3	7181	69	\$216.00	\$216.00	\$216.00
1-1	Viera Ranch 2-1	6925	44	\$165.00	\$165.00	\$165.00
1-1	Viera Ranch 2-2	7219	49	\$216.00	\$216.00	\$216.00
1-1	Viera Ranch 2-3	7220	49	\$216.00	\$216.00	\$216.00
1-1	Viera Ranch 3	6943	35	\$94.00	\$94.00	\$94.00
Projected FY 2025-26 District 1, Zone 1 Assessment Total:				1,681		\$275,063.00

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 4 COST ESTIMATE - Fiscal Year 2025/26 District 1, Zone 2 - Hillcrest Avenue District			
The following schedule shows the allocation of costs to be spread to this District/Zone (254-4542)			
		Base Rate Benefit Units 3,237	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$346,629	\$346,629 \$0
	Arterial Medians and Roadside Landscaping	\$99,609	\$99,609 \$0
	Local Landscaping, Trails, Open Space	\$335,212	\$30,389 \$304,823
	Administration	\$58,403	\$0 \$58,403
	SUBTOTAL:	\$839,853	\$476,627 \$363,226
882	Parcels Assessed at	\$216.00	per unit = \$190,512
88	Parcels Assessed at	\$158.00	per unit = \$13,904
1,290	Parcels Assessed at	\$82.00	per unit = \$105,780
53	Parcels Assessed at	\$76.00	per unit = \$4,028
184	Parcels Assessed at	\$69.00	per unit = \$12,696
52	Parcels Assessed at	\$56.00	per unit = \$2,912
64	Parcels Assessed at	\$151.20	per unit = \$9,676
458	Parcels Assessed at	\$42.00	per unit = \$19,236
166	Parcels Assessed at	\$27.00	per unit = \$4,482
TOTAL ASSESSED:			\$363,226
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$476,627

District/Zone Benefits:

Parks: Country Manor, Deerfield Mini, Knoll, Prewett Water Park.

Arterial Landscaping: Hillcrest Avenue, Lone Tree Way and Deer Valley Road.

Roadway Landscaping: Via Dora, Country Hills Drive, Asilomar Drive, and cul-de-sac bulbs.

Miscellaneous: Open space and trails.

Table 4A District 1, Zone 2 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
1-2	Bear Ridge Un 1	7145	93	\$216.00	\$216.00	\$216.00
1-2	Bear Ridge Un 2	7251	79	\$216.00	\$216.00	\$216.00
1-2	Country Hills	6800	243	\$82.00	\$82.00	\$82.00
1-2	Country Manor Un 1	5891	69	\$69.00	\$69.00	\$69.00
1-2	Country Manor Condos	6657	233	\$82.00	\$82.00	\$82.00
1-2	Country Manor Un 2	6178	54	\$69.00	\$69.00	\$69.00
1-2	Country Manor Un 3	6179	61	\$69.00	\$69.00	\$69.00
1-2	Country Manor Un 4	6180	71	\$82.00	\$82.00	\$82.00
1-2	Country Manor Un 5	6181	18	\$82.00	\$82.00	\$82.00
1-2	Country Manor Un 6	6256	19	\$82.00	\$82.00	\$82.00
1-2	Country Manor Un 7R	6653	101	\$82.00	\$82.00	\$82.00
1-2	Deer Park Un 1	6899	204	\$42.00	\$42.00	\$42.00
1-2	Deer Park Un 4	7569	38	\$216.00	\$216.00	\$216.00
1-2	Deer Park Un 5	7847	38	\$216.00	\$216.00	\$216.00
1-2	Deer Park Un 6	7848	34	\$216.00	\$216.00	\$216.00
1-2	Deer Park Un 7	7281	35	\$216.00	\$216.00	\$216.00
1-2	Deerfield Un 1	6732	113	\$27.00	\$27.00	\$27.00
1-2	Deerfield Un 2	6733	53	\$27.00	\$27.00	\$27.00
1-2	Deerfield Un 3	6818	138	\$82.00	\$82.00	\$82.00
1-2	Deerfield Un 4	6817	150	\$82.00	\$82.00	\$82.00
1-2	Deerfield Un 5	6908	32	\$42.00	\$42.00	\$42.00
1-2	Deerfield Un 6	7283	53	\$76.00	\$76.00	\$76.00
1-2	Deerfield Un 7	7281	67	\$216.00	\$216.00	\$216.00
1-2	Deerfield Un 8	7286	60	\$216.00	\$216.00	\$216.00
1-2	Deerfield Un 9	7284	47	\$158.00	\$158.00	\$158.00
1-2	Deerfield Un 10	7285	52	\$56.00	\$56.00	\$56.00
1-2	Deerfield Un 11	7282	71	\$216.00	\$216.00	\$216.00
1-2	Hillcrest View Apts	-	64	\$151.20	\$151.20	\$151.20
1-2	Ho Property Un 1	7973	41	\$158.00	\$158.00	\$158.00
1-2	Ho Property Un 2	7974	65	\$216.00	\$216.00	\$216.00
1-2	Ho Property Un 8	8230	79	\$216.00	\$216.00	\$216.00
1-2	Ho Property Un 9	8231	80	\$216.00	\$216.00	\$216.00
1-2	Ho Property Un 10	8232	54	\$216.00	\$216.00	\$216.00
1-2	Parkside Un 1	6975	158	\$82.00	\$82.00	\$82.00
1-2	Parkside Un 2	7104	101	\$42.00	\$42.00	\$42.00
1-2	Shelbourne Un 1	7019	121	\$42.00	\$42.00	\$42.00
1-2	Shelbourne Un 2	7218	89	\$216.00	\$216.00	\$216.00
1-2	Sterling Gate Un 1	6616	76	\$82.00	\$82.00	\$82.00
1-2	Sterling Gate Un 2	6928	83	\$82.00	\$82.00	\$82.00

Projected FY 2025-26 District 1, Zone 2 Assessment Total: 3,237

\$363,226.80

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 5 COST ESTIMATE - Fiscal Year 2025/26 District 1, Zone 4 - Hillcrest Avenue District			
The following schedule shows the allocation of costs to be spread to this District/Zone (254-4544)			
		Base Rate Benefit Units 1,607	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$41,193	\$0
	Arterial Medians and Roadside Landscaping	\$107,832	\$0
	Local Landscaping, Trails, Open Space	\$377,666	\$158,608
	Administration	\$27,213	\$27,213
	SUBTOTAL:	\$553,904	\$185,821
350	Parcels Assessed at \$193.00	per unit =	\$67,550
119	Parcels Assessed at \$167.00	per unit =	\$19,873
344	Parcels Assessed at \$216.00	per unit =	\$74,304
117	Parcels Assessed at \$44.00	per unit =	\$5,148
225	Parcels Assessed at \$38.00	per unit =	\$8,550
452	Parcels Assessed at \$23.00	per unit =	\$10,396
TOTAL ASSESSED:		\$185,821	
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):		\$0	
GENERAL FUND PORTION OF MAINTENANCE COST:		\$368,083	

District/Zone Benefits:

Parks: Meadow Creek Estates.

Arterial Landscaping: Hillcrest Avenue and Lone Tree Way.

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

Miscellaneous: Open space and trails.

Table 5A District 1, Zone 4 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
1-4	Canada Hills Un 1	6898	147	\$23.00	\$23.00	\$23.00
1-4	Canada Hills Un 2	7130	99	\$23.00	\$23.00	\$23.00
1-4	Canada Hills Un 3	7341	111	\$38.00	\$38.00	\$38.00
1-4	Canada Hills Un 4	7458	47	\$193.00	\$193.00	\$193.00
1-4	Canada Hills Un 5	7761	40	\$193.00	\$193.00	\$193.00
1-4	Canada Hills Un 6	7460	81	\$193.00	\$193.00	\$193.00
1-4	Canada Hills Un 7	7459	122	\$193.00	\$193.00	\$193.00
1-4	Hidden Glen Un 1	6909	89	\$23.00	\$23.00	\$23.00
1-4	Hidden Glen Un 2	7505	81	\$216.00	\$216.00	\$216.00
1-4	Hidden Glen Un 3	8387	75	\$216.00	\$216.00	\$216.00
1-4	Hidden Glen Un 4	8388	126	\$216.00	\$216.00	\$216.00
1-4	Meadow Crk Est. 1	6930	117	\$23.00	\$23.00	\$23.00
1-4	Meadow Crk Est. 2	7123	114	\$38.00	\$38.00	\$38.00
1-4	Meadow Crk Est. 3	7124	117	\$44.00	\$44.00	\$44.00
1-4	Meadow Crk Est. 4	7125	119	\$167.00	\$167.00	\$167.00
1-4	Meadow Crk Est. 5	7867	60	\$193.00	\$193.00	\$193.00
1-4	Viera Ranch 2-2	7219	18	\$216.00	\$216.00	\$216.00
1-4	Viera Ranch 2-3	7220	44	\$216.00	\$216.00	\$216.00

Projected FY 2025-26 District 1, Zone 4 Assessment Total: 1,607

\$185,821

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 6 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 1 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4561)			
		Base Rate Benefit Units 0	
		Total Cost	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$67,912	\$67,912	\$0
Arterial Medians and Roadside Landscaping	\$28,300	\$28,300	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$69,310	\$69,310	\$0
SUBTOTAL:	\$165,522	\$165,522	\$0
TOTAL ASSESSED:			\$0
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$165,522

District/Zone Benefits:

Parks: Contra Loma, Fairview, Prosserville.

Arterial Landscaping: L Street, Fourth Street, West Tenth Street.

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

Miscellaneous: Open space and trails.

Table 7 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 2 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4562)			
		Base Rate Benefit Units	
		0	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$48,436	\$0
	Arterial Medians and Roadside Landscaping	\$15,788	\$0
	Local Landscaping, Trails, Open Space	\$0	\$0
	Administration	\$42,041	\$0
	SUBTOTAL:	\$106,265	\$0
TOTAL ASSESSED:			\$0
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$106,265

District/Zone Benefits:
 Parks: City Park.
 Arterial Landscaping: A Street.
 Roadway Landscaping: Merrill Drive, G Street, Cavallo Road roadside, and cul-de-sac bulbs.
 Miscellaneous: Open space and trails.

Table 8 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 3 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4563)			
		Base Rate Benefit Units 624	
		Total Cost	Assessments District Need Applied
MAINTENANCE AND SERVICES:			
Parks		\$83,666	\$83,666 \$0
Arterial Medians and Roadside Landscaping		\$18,252	\$18,252 \$0
Local Landscaping, Trails, Open Space		\$48,135	\$47,468 \$667
Administration		\$73,401	\$0 \$73,401
SUBTOTAL:		\$223,454	\$149,386 \$74,068
188	Parcels Assessed at \$66.00	per unit =	\$12,408
36	Parcels Assessed at \$22.00	per unit =	\$792
6	Parcels Assessed at \$216.00	per unit =	\$1,296
394	Parcels Assessed at \$151.20	per unit =	\$59,572
TOTAL ASSESSED:			\$74,068
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$149,386

District/Zone Benefits:
Parks: Jacobsen, Meadowbrook.
Arterial Landscaping: East Street and Wilbur Avenue.
Roadway Landscaping: Laurel Road, Cavallo Road and cul-de-sac bulbs.
Miscellaneous: Open space and trails.

Table 8A District 2A, Zone 3 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
2A-3	Lakeshore Apt.	6770	188	\$66.00	\$66.00	\$66.00
2A-3	Terrace Gardens	5582	36	\$22.00	\$22.00	\$22.00
2A-3	Bermuda Way	8848	6	\$216.00	\$216.00	\$216.00
2A-3	AMCal	8848	394	\$151.20	\$151.20	\$151.20
Projected FY 2025-26 District 2A, Zone 3 Assessment Total:			624			\$74,068

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 9 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 4 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4564)			
		Base Rate Benefit Units 337	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks		\$85,088	\$0
Arterial Medians and Roadside Landscaping		\$64,107	\$0
Local Landscaping, Trails, Open Space		\$260,911	\$0
Administration		\$38,859	\$12,916
SUBTOTAL:		\$448,965	\$12,916
171	Parcels Assessed at \$60.00 per unit =		\$10,260
166	Parcels Assessed at \$16.00 per unit =		\$2,656
TOTAL ASSESSED:			\$12,916
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$436,049

District/Zone Benefits:

Parks: Harbour, Mountaire.

Arterial Landscaping: Lone Tree Way, Davison Drive, and Hillcrest Avenue.

Roadway Landscaping: Cul-de-sac bulbs.

Miscellaneous: Open space and trails.

Table 9A District 2A, Zone 4 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
2A-4	Hillcrest Estates	5494	54	\$60.00	\$60.00	\$60.00
2A-4	Hillcrest Estates Un 2	6184	53	\$60.00	\$60.00	\$60.00
2A-4	Brookside Estates	7155	166	\$16.00	\$16.00	\$16.00
2A-4	Shelbourne Un 3	7294	64	\$60.00	\$60.00	\$60.00
Projected FY 2025-26 District 2A, Zone 4 Assessment Total:			337			\$12,916

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 10 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 5 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4565)			
		Base Rate Benefit Units 13	
		Total Cost	Assessments District Need Applied
MAINTENANCE AND SERVICES:			
Parks		\$56,041	\$0
Arterial Medians and Roadside Landscaping		\$29,631	\$0
Local Landscaping, Trails, Open Space		\$180,072	\$0
Administration		\$42,098	\$1,492
SUBTOTAL:		\$307,842	\$1,492
4	Parcels Assessed at \$139.00 per unit =		\$556
9	Parcels Assessed at \$104.00 per unit =		\$936
TOTAL ASSESSED:			\$1,492
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$306,350

District/Zone Benefits:

Parks: Chichibu.

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

Roadway Landscaping: Cul-de-sac bulbs.

Miscellaneous: Open space and trails.

Table 10A District 2A, Zone 5 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
2A-5	Wilhelm Sub'd	7121	4	\$139.00	\$139.00	\$139.00
2A-5	Wilhelm Sub'd	7412	9	\$104.00	\$104.00	\$104.00
Projected FY 2025-26 District 2A, Zone 5 Assessment Total:			13			\$1,492

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 11 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 6 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4566)			
		Base Rate Benefit Units 274	
		Total Cost	Assessments District Need Applied
MAINTENANCE AND SERVICES:			
Parks		\$237,084	\$237,084 \$0
Arterial Medians and Roadside Landscaping		\$27,905	\$27,905 \$0
Local Landscaping, Trails, Open Space		\$89,987	\$89,987 \$0
Administration		\$53,914	\$25,332 \$28,582
SUBTOTAL:		\$408,890	\$380,308 \$28,582
148	Parcels Assessed at \$139.00	per unit =	\$20,572
18	Parcels Assessed at \$103.00	per unit =	\$1,854
108	Parcels Assessed at \$57.00	per unit =	\$6,156
TOTAL ASSESSED:			\$28,582
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$380,308

District/Zone Benefits:

Parks: Canal, Gentrytown, Mira Vista, Village East.

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

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

Miscellaneous: Open space and trails.

Table 11A District 2A, Zone 6 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
2A-6	California Gables	7105	148	\$139.00	\$139.00	\$139.00
2A-6	Centennial Park	6812	108	\$57.00	\$57.00	\$57.00
2A-6	Mira Vista Un 11	7034	18	\$103.00	\$103.00	\$103.00
Projected FY 2025-26 District 2A, Zone 6 Assessment Total:			274			\$28,582

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 12 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 7 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4567)			
		Base Rate Benefit Units	
		0	
		Total Cost	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks		\$30,271	\$0
Arterial Medians and Roadside Landscaping		\$0	\$0
Local Landscaping, Trails, Open Space		\$0	\$0
Administration		\$21,304	\$0
SUBTOTAL:		\$51,575	\$0
TOTAL ASSESSED:			\$0
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$51,575

District/Zone Benefits:

Parks: Marchetti.

Arterial Landscaping: Somersville Road and Delta Fair Boulevard.

Roadway Landscaping: None.

Miscellaneous: Open space and trails.

Table 13 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 8 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4568)			
		Base Rate Benefit Units 426	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$252,944	\$0
	Arterial Medians and Roadside Landscaping	\$50,647	\$0
	Local Landscaping, Trails, Open Space	\$107,475	\$0
	Administration	\$89,990	\$74,766
	SUBTOTAL:	\$501,056	\$74,766
261	Parcels Assessed at	\$216.00	per unit = \$56,376
120	Parcels Assessed at	\$129.00	per unit = \$15,480
5	Parcels Assessed at	\$118.00	per unit = \$590
40	Parcels Assessed at	\$58.00	per unit = \$2,320
TOTAL ASSESSED:			\$74,766
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$426,290

District/Zone Benefits:

Parks: Mira Vista Hills, Antioch Community Park.

Arterial Landscaping: James Donlon Boulevard.

Roadway Landscaping: Cul-de-sac bulbs.

Miscellaneous: Open space and trails.

Table 13A District 2A, Zone 8 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
2A-8	Mira Vista Hills	4420	5	\$118.00	\$118.00	\$118.00
2A-8	Mira Vista Hills, Un 10	6472	78	\$129.00	\$129.00	\$129.00
2A-8	Mira Vista Hills, Un 12	6744	40	\$58.00	\$58.00	\$58.00
2A-8	Mira Vista Hills, Un 13	6708	95	\$216.00	\$216.00	\$216.00
2A-8	Mira Vista Hills, Un 14	6824	42	\$129.00	\$129.00	\$129.00
2A-8	Mira Vista Hills, Un 15	6920	79	\$216.00	\$216.00	\$216.00
2A-8	Mira Vista Hills, Un 16	6921	87	\$216.00	\$216.00	\$216.00
Projected FY 2025-26 District 2A, Zone 8 Assessment Total:			426			\$74,766

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 14 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 9 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4569)			
		Base Rate Benefit Units 1,379	
		Total Cost	Assessments District Need Applied
MAINTENANCE AND SERVICES:			
Parks		\$53,435	\$53,435 \$0
Arterial Medians and Roadside Landscaping		\$66,959	\$66,959 \$0
Local Landscaping, Trails, Open Space		\$173,382	\$90,966 \$82,416
Administration		\$33,576	\$0 \$33,576
SUBTOTAL:		\$327,352	\$211,360 \$115,992
68	Parcels Assessed at \$144.00 per unit =		\$9,792
174	Parcels Assessed at \$135.00 per unit =		\$23,490
442	Parcels Assessed at \$108.00 per unit =		\$47,736
122	Parcels Assessed at \$107.00 per unit =		\$13,054
34	Parcels Assessed at \$74.00 per unit =		\$2,516
539	Parcels Assessed at \$36.00 per unit =		\$19,404
TOTAL ASSESSED:			\$115,992
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$211,360

District/Zone Benefits:

Parks: Eaglesridge.

Arterial Landscaping: Lone Tree Way, Deer Valley Road.

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

Miscellaneous: Open space and trails.

Table 14A
District 2A, Zone 9
Base Assessment Allocation Per Benefit Unit

District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
2A-9	Eagles Ridge Un 1	5614	116	\$36.00	\$36.00	\$36.00
2A-9	Eagles Ridge Un 2	6162	151	\$36.00	\$36.00	\$36.00
2A-9	Eagles Ridge Un 3	6163	122	\$36.00	\$36.00	\$36.00
2A-9	Eagles Ridge Un 4	6164	150	\$36.00	\$36.00	\$36.00
2A-9	Deer Park Un 2	7290	68	\$144.00	\$144.00	\$144.00
2A-9	Deer Park Un 3	7291	94	\$135.00	\$135.00	\$135.00
2A-9	Lone Tree Est. Un 1	7079	122	\$107.00	\$107.00	\$107.00
2A-9	Lone Tree Est. Un 1A	7880	5	\$108.00	\$108.00	\$108.00
2A-9	Lone Tree Est. Un 2	7691	80	\$135.00	\$135.00	\$135.00
2A-9	Lone Tree Est. Un 3	7900	75	\$108.00	\$108.00	\$108.00
2A-9	Lone Tree Est. Un 4	8020	46	\$108.00	\$108.00	\$108.00
2A-9	Lone Tree Est. Un 5	8120	62	\$108.00	\$108.00	\$108.00
2A-9	Lone Tree Est. Un 6	8366	99	\$108.00	\$108.00	\$108.00
2A-9	Ho Sub'd, Un 3	7999	34	\$74.00	\$74.00	\$74.00
2A-9	Ho Sub'd, Un 4	8025	47	\$108.00	\$108.00	\$108.00
2A-9	Ho Sub'd, Un 5	8045	61	\$108.00	\$108.00	\$108.00
2A-9	Ho Sub'd, Un 6	8102	47	\$108.00	\$108.00	\$108.00

Projected FY 2025-26 District 2A, Zone 9 Assessment Total: 1,379

\$115,992

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 15 COST ESTIMATE - Fiscal Year 2025/26 District 2A, Zone 10 - Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4572)			
		Base Rate Benefit Units 295	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks		\$32,579	\$0
Arterial Medians and Roadside Landscaping		\$32,117	\$1,015
Local Landscaping, Trails, Open Space		\$77,107	\$77,107
Channel Maintenance		\$7,158	\$7,158
Administration		\$10,300	\$10,300
SUBTOTAL:		\$159,261	\$95,580
295 Parcels Assessed at \$324.00 per unit =			\$95,580
TOTAL ASSESSED:			\$95,580
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$63,681

District/Zone Benefits:

Parks: Markley Creek.

Arterial Landscaping: James Donian, Somersville.

Roadway Landscaping: Cul-de-sac bulbs.

Table 15A District 2A, Zone 10 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
2A-10	Black Diamond Ranch Un 1	7487	58	\$737.86	\$324.00	\$324.00
2A-10	Black Diamond Ranch Un 2	8585	117	\$737.86	\$324.00	\$324.00
2A-10	Black Diamond Ranch Un 3	8586	111	\$737.86	\$324.00	\$324.00
2A-10	Black Diamond Ranch Un 4	9370	9	\$737.86	\$324.00	\$324.00
Projected FY 2025-26 District 2A, Zone 10 Assessment Total:			295			\$95,580

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 16 COST ESTIMATE - Fiscal Year 2025/26 District 4, Zone 1 - Downtown District			
The following schedule shows the allocation of costs to be spread to this District/Zone (252-4521)			
		Base Rate Benefit Units	
		0	
		Total Cost	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks		\$0	\$0
Arterial Medians and Roadside Landscaping		\$15,842	\$0
Local Landscaping, Trails, Open Space		\$186,602	\$0
Administration		\$1,307	\$0
SUBTOTAL:		\$203,751	\$0
TOTAL ASSESSED:			\$0
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$203,751

District/Zone Benefits:

Parks: None.

Arterial Landscaping: None.

Roadway Landscaping: Waldie Plaza, Rivertown Promenade, public parking lots, A Street extension, and train station.

Table 17 COST ESTIMATE - Fiscal Year 2025/26 District 5, Zone 1 - Almondridge District			
The following schedule shows the allocation of costs to be spread to this District/Zone (253-4531)			
		Base Rate Benefit Units 560	
		Total Cost	Assessments
MAINTENANCE AND SERVICES:		District Need	Applied
Parks		\$94,657	\$44,695
Arterial Medians and Roadside Landscaping		\$29,405	\$0
Local Landscaping, Trails, Open Space		\$53,944	\$53,944
Administration		\$10,283	\$10,283
SUBTOTAL:		\$188,289	\$108,922
463	Parcels Assessed at \$190.00	per unit =	\$87,970
97	Parcels Assessed at \$216.00	per unit =	\$20,952
TOTAL ASSESSED:			\$108,922
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$79,367

District/Zone Benefits:

Parks: Almondridge.

Arterial Landscaping: None.

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

Miscellaneous: Open space and trails.

Table 17A District 5, Zone 1 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
5-1	Almondridge West	6621	25	\$190.00	\$190.00	\$190.00
5-1	Almondridge Un 1	6109	93	\$190.00	\$190.00	\$190.00
5-1	Almondridge Un 2	6454	35	\$190.00	\$190.00	\$190.00
5-1	Almondridge Un 3	6788	50	\$190.00	\$190.00	\$190.00
5-1	Almondridge Un 4	6869	52	\$190.00	\$190.00	\$190.00
5-1	Almondridge Un 5	7190	96	\$190.00	\$190.00	\$190.00
5-1	Almondridge Un 6	7411	48	\$190.00	\$190.00	\$190.00
5-1	Almondridge Un 9	7673	35	\$190.00	\$190.00	\$190.00
5-1	Almondridge Un 11	7901	25	\$190.00	\$190.00	\$190.00
5-1	Almondridge Un 12	8065	4	\$190.00	\$190.00	\$190.00
5-1	Oakley Knolls	8501	16	\$216.00	\$216.00	\$216.00
5-1	Almondridge East	8880	81	\$216.00	\$216.00	\$216.00
Projected FY 2025-26 District 5, Zone 1 Assessment Total:			560			\$108,922

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 18 COST ESTIMATE - Fiscal Year 2025/26 District 9, Zone 1 - Lone Tree Way District			
The following schedule shows the allocation of costs to be spread to this District/Zone (251-4511)			
		Base Rate Benefit Units 1,200	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$99,549	\$0
	Arterial Medians and Roadside Landscaping	\$61,113	\$0
	Local Landscaping, Trails, Open Space	\$142,239	\$125,446
	Administration	\$22,554	\$22,554
	SUBTOTAL:	\$325,455	\$148,000
575 Parcels Assessed at \$140.00 per unit =		\$80,500	
625 Parcels Assessed at \$108.00 per unit =		\$67,500	
TOTAL ASSESSED:			\$148,000
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$177,455

District/Zone Benefits:

Parks: Chapparal, Williamson Ranch.

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

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

Miscellaneous: Open space and trails.

Table 18A
District 9, Zone 1
Base Assessment Allocation Per Benefit Unit

District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
9-1	Diablo East Un 1	7121	177	\$108.00	\$108.00	\$108.00
9-1	Diablo East Un 2	7400	44	\$108.00	\$108.00	\$108.00
9-1	Diablo East Un 3	7401	21	\$140.00	\$140.00	\$140.00
9-1	Diablo East Un 4	8038	39	\$140.00	\$140.00	\$140.00
9-1	Diablo East Un 5	8052	39	\$140.00	\$140.00	\$140.00
9-1	Diablo East Un 6	8079	34	\$140.00	\$140.00	\$140.00
9-1	Diablo East Un 7	8122	52	\$140.00	\$140.00	\$140.00
9-1	Diablo East Un 8	8164	77	\$140.00	\$140.00	\$140.00
9-1	Diablo East Un 9	8191	71	\$140.00	\$140.00	\$140.00
9-1	Williamson Ranch 1	7114	20	\$108.00	\$108.00	\$108.00
9-1	Williamson Ranch 2	7258	166	\$108.00	\$108.00	\$108.00
9-1	Williamson Ranch 3	7587	86	\$108.00	\$108.00	\$108.00
9-1	Williamson Ranch 4	7606	93	\$108.00	\$108.00	\$108.00
9-1	Williamson Ranch 5	7618	39	\$108.00	\$108.00	\$108.00
9-1	Williamson Ranch 6	7619	75	\$140.00	\$140.00	\$140.00
9-1	Williamson Ranch 7	7620	82	\$140.00	\$140.00	\$140.00
9-1	Williamson Ranch 8	7826	85	\$140.00	\$140.00	\$140.00

Projected FY 2025-26 District 9, Zone 1 Assessment Total: 1,200

\$148,000

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 19 COST ESTIMATE - Fiscal Year 2025/26 District 9, Zone 2 - Lone Tree Way District			
The following schedule shows the allocation of costs to be spread to this District/Zone (251-4512)			
		Base Rate Benefit Units 2,024	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$44,320	\$44,320 \$0
	Arterial Medians and Roadside Landscaping	\$132,901	\$132,901 \$0
	Local Landscaping, Trails, Open Space	\$299,347	\$137,011 \$162,336
	Administration	\$34,826	\$0 \$34,826
	SUBTOTAL:	\$511,394	\$314,232 \$197,162
229	Parcels Assessed at	\$216.00	per unit = \$49,464
1,149	Parcels Assessed at	\$93.00	per unit = \$106,857
29	Parcels Assessed at	\$88.00	per unit = \$2,552
45	Parcels Assessed at	\$83.00	per unit = \$3,735
38	Parcels Assessed at	\$216.00	per unit = \$8,208
460	Parcels Assessed at	\$51.00	per unit = \$23,460
74	Parcels Assessed at	\$39.00	per unit = \$2,886
TOTAL ASSESSED:			\$197,162
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$314,232

District/Zone Benefits:

Parks: Diablo West.

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

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

Miscellaneous: Open space and trails.

Table 19A District 9, Zone 2 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
9-2	Bear Ridge Un 1	7145	29	\$51.00	\$51.00	\$51.00
9-2	Bear Ridge Un 2	7251	45	\$51.00	\$51.00	\$51.00
9-2	Country Hills	6800	28	\$51.00	\$51.00	\$51.00
9-2	Country Manor Un 1	5891	36	\$51.00	\$51.00	\$51.00
9-2	Country Manor Condos	6657	64	\$51.00	\$51.00	\$51.00
9-2	Country Manor Un 2	6178	24	\$51.00	\$51.00	\$51.00
9-2	Country Manor Un 3	6179	31	\$93.00	\$93.00	\$93.00
9-2	Country Manor Un 4	6180	26	\$83.00	\$83.00	\$83.00
9-2	Country Manor Un 5	6181	19	\$83.00	\$83.00	\$83.00
9-2	Country Manor Un 6	6256	29	\$88.00	\$88.00	\$88.00
9-2	Country Manor Un 7R	6653	48	\$93.00	\$93.00	\$93.00
9-2	Deer Park Un 1	6899	26	\$93.00	\$93.00	\$93.00
9-2	Deer Park Un 4	7569	32	\$93.00	\$93.00	\$93.00
9-2	Deer Park Un 5	7847	43	\$93.00	\$93.00	\$93.00
9-2	Deer Park Un 6	7848	53	\$93.00	\$93.00	\$93.00
9-2	Deer Park Un 7	7281	42	\$93.00	\$93.00	\$93.00
9-2	Deerfield Un 1	6732	45	\$93.00	\$93.00	\$93.00
9-2	Deerfield Un 2	6733	56	\$93.00	\$93.00	\$93.00
9-2	Deerfield Un 3	6818	89	\$93.00	\$93.00	\$93.00
9-2	Deerfield Un 4	6817	64	\$93.00	\$93.00	\$93.00
9-2	Deerfield Un 5	6908	49	\$216.00	\$216.00	\$216.00
9-2	Deerfield Un 6	7283	64	\$216.00	\$216.00	\$216.00
9-2	Deerfield Un 7	7281	27	\$216.00	\$216.00	\$216.00
9-2	Deerfield Un 8	7286	89	\$216.00	\$216.00	\$216.00
9-2	Deerfield Un 9	7284	38	\$216.00	\$216.00	\$216.00
9-2	Deerfield Un 10	7285	74	\$39.00	\$39.00	\$39.00
9-2	Deerfield Un 11	7282	119	\$51.00	\$51.00	\$51.00
9-2	Hillcrest View Apts	-	115	\$51.00	\$51.00	\$51.00
9-2	Ho Property Un 1	7973	71	\$93.00	\$93.00	\$93.00
9-2	Ho Property Un 2	7974	56	\$93.00	\$93.00	\$93.00
9-2	Ho Property Un 8	8230	81	\$93.00	\$93.00	\$93.00
9-2	Ho Property Un 9	8231	99	\$93.00	\$93.00	\$93.00
9-2	Ho Property Un 10	8232	46	\$93.00	\$93.00	\$93.00
9-2	Parkside Un 1	6975	106	\$93.00	\$93.00	\$93.00
9-2	Sterling Gate Un 2	6928	161	\$93.00	\$93.00	\$93.00

Projected FY 2025-26 District 9, Zone 2 Assessment Total: 2,024

\$197,162

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 20 COST ESTIMATE - Fiscal Year 2025/26 District 9, Zone 3 - Lone Tree Way District			
The following schedule shows the allocation of costs to be spread to this District/Zone (251-4513)			
		Base Rate Benefit Units 1,953	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$92,641	\$0
	Arterial Medians and Roadside Landscaping	\$114,010	\$0
	Local Landscaping, Trails, Open Space	\$275,409	\$164,425
	Administration	\$51,244	\$51,244
	SUBTOTAL:	\$533,304	\$215,669
129	Parcels Assessed at	\$216.00	per unit = \$27,864
860	Parcels Assessed at	\$139.00	per unit = \$119,540
519	Parcels Assessed at	\$95.00	per unit = \$49,305
120	Parcels Assessed at	\$93.00	per unit = \$11,160
25	Parcels Assessed at	\$216.00	per unit = \$5,400
300	Parcels Assessed at	\$8.00	per unit = \$2,400
TOTAL ASSESSED:			\$215,669
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$317,635

District/Zone Benefits:

Parks: Hansen and Dallas Ranch Park.

Arterial Landscaping: Lone Tree Way, Dallas Ranch Road.

Roadway Landscaping: Prewett Ranch Road, Golf Course Road, Frederickson Lane, and cul-de-sac bulbs.

Miscellaneous: Open space and trails.

Table 20A
District 9, Zone 3
Base Assessment Allocation Per Benefit Unit

District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
9-3	Black Diamond Est. Un 1	7515	31	\$95.00	\$95.00	\$95.00
9-3	Black Diamond Est. Un 2	7644	41	\$139.00	\$139.00	\$139.00
9-3	Black Diamond Est. Un 3	8064	54	\$139.00	\$139.00	\$139.00
9-3	Black Diamond Est. Un 4	8194	64	\$139.00	\$139.00	\$139.00
9-3	Black Diamond Est. Un 5	8076	55	\$139.00	\$139.00	\$139.00
9-3	Black Diamond Est. Un 6	8317	56	\$139.00	\$139.00	\$139.00
9-3	Black Diamond Est. Un 7	8318	73	\$139.00	\$139.00	\$139.00
9-3	Black Diamond Est. Un 8	8319	47	\$216.00	\$216.00	\$216.00
9-3	Black Diamond Est. Un 9	8320	49	\$216.00	\$216.00	\$216.00
9-3	Black Diamond Est. Un 10	8472	33	\$216.00	\$216.00	\$216.00
9-3	Black Diamond Est. Un 11	8567	25	\$216.00	\$216.00	\$216.00
9-3	Dallas Ranch Un 1	7380	58	\$95.00	\$95.00	\$95.00
9-3	Dallas Ranch Un 2	7859	50	\$95.00	\$95.00	\$95.00
9-3	Dallas Ranch Un 3	7860	34	\$95.00	\$95.00	\$95.00
9-3	Dallas Ranch Un 4	7198	138	\$95.00	\$95.00	\$95.00
9-3	Dallas Ranch Un 5	7376	122	\$95.00	\$95.00	\$95.00
9-3	Dallas Ranch Un 6	7966	45	\$95.00	\$95.00	\$95.00
9-3	Dallas Ranch Un 7	7377	187	\$139.00	\$139.00	\$139.00
9-3	Dallas Ranch Un 8	7378	54	\$139.00	\$139.00	\$139.00
9-3	Dallas Ranch Un 9	8107	34	\$139.00	\$139.00	\$139.00
9-3	Dallas Ranch Un 10	8108	63	\$139.00	\$139.00	\$139.00
9-3	Dallas Ranch Un 11	8109	120	\$93.00	\$93.00	\$93.00
9-3	Diamond Ridge Un 1	7317	179	\$8.00	\$8.00	\$8.00
9-3	Diamond Ridge Un 2	7536	86	\$8.00	\$8.00	\$8.00
9-3	Diamond Ridge Un 3	7537	41	\$95.00	\$95.00	\$95.00
9-3	Diamond Ridge Un 4	7627	35	\$8.00	\$8.00	\$8.00
9-3	Sandhill I	8247	75	\$139.00	\$139.00	\$139.00
9-3	Sandhill II	8410	104	\$139.00	\$139.00	\$139.00

Projected FY 2025-26 District 9, Zone 3 Assessment Total: 1,953

\$215,669

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 21 COST ESTIMATE - Fiscal Year 2025/26 District 9, Zone 4 - Lone Tree Way District			
The following schedule shows the allocation of costs to be spread to this District/Zone (251-4514)			
		Base Rate Benefit Units 435	
		Total Cost	Assessments District Need Applied
MAINTENANCE AND SERVICES:			
Parks		\$38,194	\$38,194 \$0
Arterial Medians and Roadside Landscaping		\$30,126	\$13,651 \$16,475
Local Landscaping, Trails, Open Space		\$65,728	\$0 \$65,728
Administration		\$9,147	\$0 \$9,147
SUBTOTAL:		\$143,195	\$51,845 \$91,350
435 Parcels Assessed at \$210.00 per unit =			\$91,350
TOTAL ASSESSED:			\$91,350
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$51,845

District/Zone Benefits:

Parks: Heidorn.

Arterial Landscaping: Lone Tree Way, Hillcrest Avenue.

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

Miscellaneous: Open space and trails.

Table 21A District 9, Zone 4 Base Assessment Allocation Per Benefit Unit						
District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
9-4	Meadow Crk. Village 1	7862	55	\$216.00	\$210.00	\$210.00
9-4	Meadow Crk. Village 2	7947	77	\$216.00	\$210.00	\$210.00
9-4	Meadow Crk. Village 3	7967	108	\$216.00	\$210.00	\$210.00
9-4	Meadow Crk. Village 4	7971	98	\$216.00	\$210.00	\$210.00
9-4	Meadow Crk. Village 5	7897	97	\$216.00	\$210.00	\$210.00
Projected FY 2025-26 District 9, Zone 4 Assessment Total:			435			\$91,350

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 22 COST ESTIMATE - Fiscal Year 2025/26 District 10, Zone 1 - East Lone Tree Way District			
The following schedule shows the allocation of costs to be spread to this District/Zone (259-4591)			
		Base Rate Benefit Units 1,156.5	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$151,729	\$0
	Arterial Medians and Roadside Landscaping	\$41,781	\$11,688
	Local Landscaping, Trails, Open Space	\$211,556	\$0
	Channel Maintenance	\$26,645	\$0
	Administration	\$61,800	\$0
	SUBTOTAL:	\$493,511	\$163,417
		\$330,094	
958.0	Parcels Assessed at \$303.00	per unit =	\$290,274
152.0	Parcels Assessed at \$215.00	per unit =	\$32,680
12.6	Parcels Assessed at \$182.00	per unit =	\$2,293
33.9	Parcels Assessed at \$143.00	per unit =	\$4,847
TOTAL ASSESSED:		\$330,094	
Ending Fiscal Year 2024/25 Fund Balance (Estimated to be Available):		\$0	
GENERAL FUND PORTION OF MAINTENANCE COST:		\$163,417	

District/Zone Benefits:

Parks: Julpun.

Arterial Landscaping: Lone Tree Way.

Roadway Landscaping: Country Hills Drive, Canada Valley Road, Vista Grande, and cul-de-sac bulbs.

Miscellaneous: Open space and trails.

Table 22A
District 10, Zone 1
Base Assessment Allocation Per Benefit Unit

District/Zone	Subdivision	Tract	Benefit Units	Base Fee	FY 2024-25 Assessment	FY 2025-26 Assessment
10-1	Sand Creek Ranch 1	8114	57	\$612.05	\$303.00	\$303.00
10-1	Sand Creek Ranch 2	8958	27	\$612.05	\$303.00	\$303.00
10-1	Sand Creek Ranch 4	8640	97	\$612.05	\$303.00	\$303.00
10-1	Sand Creek Ranch 5	8885	42	\$612.05	\$303.00	\$303.00
10-1	Sand Creek Ranch 6	8886	31	\$612.05	\$303.00	\$303.00
10-1	Sand Creek Ranch 7	8948	52	\$612.05	\$303.00	\$303.00
10-1	Sand Creek Ranch 8	8951	156	\$612.05	\$303.00	\$303.00
10-1	Park Ridge 1	8846	90	\$612.05	\$303.00	\$303.00
10-1	Park Ridge 2	9485	58	\$612.05	\$303.00	\$303.00
10-1	Park Ridge 3	9517	66	\$612.05	\$303.00	\$303.00
10-1	Park Ridge 4	9490	58	\$612.05	\$303.00	\$303.00
10-1	Park Ridge 5	9578	103	\$612.05	\$303.00	\$303.00
10-1	Park Ridge 6	9563	60	\$612.05	\$303.00	\$303.00
10-1	Park Ridge 7	9564	61	\$612.05	\$303.00	\$303.00
10-1	Multi-Family Apts	-	152	\$427.49	\$215.00	\$215.00
10-1	Commercial parcel	-	12.6	\$354.92	\$182.00	\$182.00
10-1	Business Par	-	33.9	\$276.05	\$143.00	\$143.00

Projected FY 2025-26 District 10, Zone 1 Assessment Total: 1,156.5

\$330,094

Note: Values in the "FY 2025-26 Assessment" are for the forthcoming fiscal year.
Assessments for the previous year (FY 2024-25) are included for comparison.

Table 23						
Summary of Costs, Benefits and Assessments by District/Zone - Fiscal Year 2025-26						
District/Zone	Benefit Units	Fiscal Year 2024-25 Projected Ending Fund Balance Available	Maintenance Cost Estimate	Projected Assessment Revenues	District/Zone Surplus/(Deficit)	Assessment per Benefit Unit
1-1	1,681.0	\$0	\$683,927	\$275,063	(\$408,864)	\$58 to \$216
1-2	3,237.0	\$0	\$839,853	\$363,226	(\$476,627)	\$27 to \$216
1-4	1,607.0	\$0	\$553,904	\$185,821	(\$368,083)	\$23 to \$216
2A-1	0.0	\$0	\$165,522	\$0	(\$165,522)	\$0
2A-2	0.0	\$0	\$106,265	\$0	(\$106,265)	\$0
2A-3	624.0	\$0	\$223,454	\$74,068	(\$149,386)	\$22 to \$216
2A-4	337.0	\$0	\$448,965	\$12,916	(\$436,049)	\$16 to \$60
2A-5	13.0	\$0	\$307,842	\$1,492	(\$306,350)	\$104 to \$139
2A-6	274.0	\$0	\$408,890	\$28,582	(\$380,308)	\$57 to \$139
2A-7	0.0	\$0	\$51,575	\$0	(\$51,575)	\$0
2A-8	426.0	\$0	\$501,056	\$74,766	(\$426,290)	\$58 to \$216
2A-9	1,379.0	\$0	\$327,352	\$115,992	(\$211,360)	\$36 to \$144
2A-10	295.0	\$0	\$159,261	\$95,580	(\$63,681)	\$324
4-1	0.0	\$0	\$203,751	\$0	(\$203,751)	\$0
5-1	560.0	\$0	\$188,289	\$108,922	(\$79,367)	\$190 to \$216
9-1	1,200.0	\$0	\$325,455	\$148,000	(\$177,455)	\$108 to \$140
9-2	2,024.0	\$0	\$511,394	\$197,162	(\$314,232)	\$39 to \$216
9-3	1,953.0	\$0	\$533,304	\$215,669	(\$317,635)	\$8 to \$216
9-4	435.0	\$0	\$143,195	\$91,350	(\$51,845)	\$210
10-1	1,156.5	\$0	\$493,511	\$330,094	(\$163,417)	\$143 to \$303
Totals:			\$7,176,765	\$2,318,703	(\$4,858,062)	

V. ASSESSMENT METHODS

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

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

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

VI. SUMMARY OF ASSESSMENTS

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

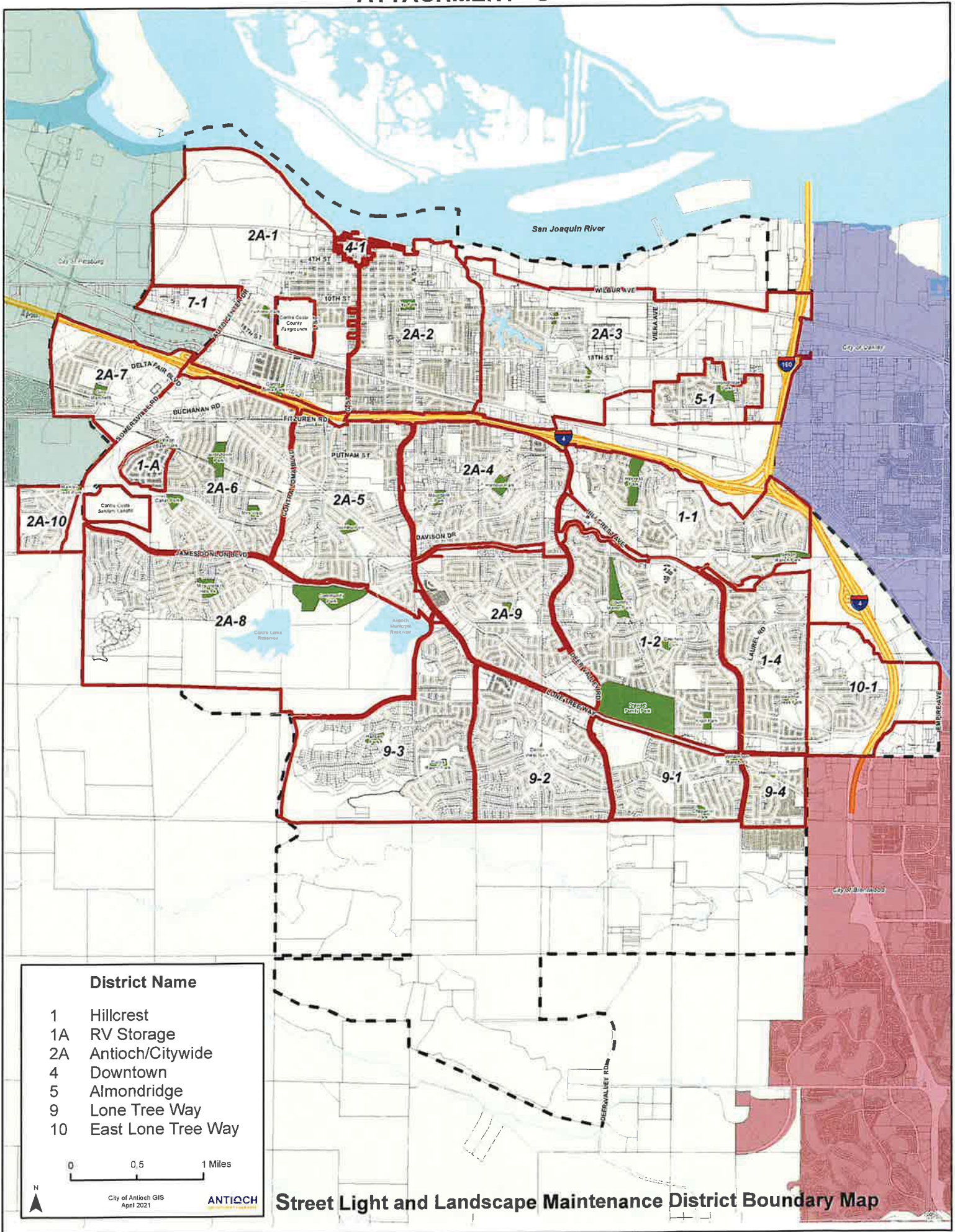
Table 23, Summary of Costs, Benefits and Assessments by Zone, presents a summary of assessments for each District and benefit zone.

VII. ASSESSMENT ROLL

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

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

ATTACHMENT "C"



ATTACHMENT "D"



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

**CONSOLIDATED ENGINEER'S REPORT
FOR THE
CITY OF ANTIOCH
STREET LIGHT AND LANDSCAPE MAINTENANCE
DISTRICT NUMBERS 1, 2A, 4, 5, 9, AND 10
AND THE
LEVY OF THE ANNUAL ASSESSMENT
FOR THE 2024/25 FISCAL YEAR**

City of Antioch

May 28, 2024

Prepared by
City of Antioch

Acting Public Works Director/City Engineer
Scott Buenting, P.E.

Philip Hoffmeister, Administrative Analyst II

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

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

Dated _____

By _____

Scott Buenting, P.E.
License Expires 12/31/24

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2024.

Elizabeth Householder, City Clerk
City of Antioch
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Antioch, California on the ____ day of _____, 2024.

Elizabeth Householder, City Clerk
City of Antioch
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Contra Costa, California on the ____ day of _____, 2024.

Elizabeth Householder, City Clerk
City of Antioch
Contra Costa County, California

By _____

Date _____

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I. INTRODUCTION

A. Preamble

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

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

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

B. Enabling Legislation

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

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

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

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

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

C. Consolidated Engineer's Report

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

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

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

- Assessment Diagram
- Description of Improvements
- Estimate of Operation and Maintenance Costs for FY 2024/2025
- Description of Assessment Methodology
- Summary of Recommended Assessments
- Assessment Roll

II. ASSESSMENT DIAGRAM

A. Assessment Districts

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

TABLE 1
DISTRICT NUMBERS AND COMMON NAMES

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

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

B. Zone Boundaries

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

III. DESCRIPTION OF IMPROVEMENTS

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

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

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

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

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

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

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

**TABLE 2
NEIGHBORHOOD AND COMMUNITY PARKS**

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

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

IV. COST ESTIMATES

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

<p align="center">Table 3 COST ESTIMATE -- 2024/2025 District 1, Zone 1 -- Hillcrest Avenue District</p>			
The following schedule shows the allocation of costs to be spread to this District/Zone (254-4541)			
		Base Rate Benefit Units 1,681	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$203,151	\$0
	Arterial Medians and Roadside	\$97,329	\$0
	Local Landscaping, Trails, Open Space	\$325,249	\$236,784
	Administration	\$38,279	\$38,279
SUBTOTAL:	\$664,008	\$388,945	\$275,063
535	Parcels Assessed at \$216 per unit =		\$115,560
413	Parcels Assessed at \$190 per unit =		\$78,470
283	Parcels Assessed at \$165 per unit =		\$46,695
207	Parcels Assessed at \$94 per unit =		\$19,458
131	Parcels Assessed at \$64 per unit =		\$8,384
112	Parcels Assessed at \$58 per unit =		\$6,496
TOTAL ASSESSED:			\$275,063
Ending FY23/24 Fund Balance (Estimated):			\$7,220
GENERAL FUND PORTION OF MAINTENANCE COST:			\$381,725

District/Zone Benefits:

Parks: Hillcrest, Nelson Ranch

Arterial Landscaping: Hillcrest Avenue

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

Miscellaneous: Open space and trails

Table 3A District 1, Zone 1 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
1-1	California Terrace	7222	123	165	165	165
1-1	Hillcrest Subd Un 1	5653	221	190	190	190
1-1	Hillcrest Subd Un 2	6067	83	190	190	190
1-1	Hillcrest Subd Un 3	6068	61	190	190	190
1-1	Nelson Ranch I	6893	102	216	216	216
1-1	Nelson Ranch II	8850	128	216	216	216
1-1	Nelson Ranch III	8851	138	216	216	216
1-1	Northwood Downs 1	6429	81	58	58	58
1-1	Northwood Downs 2	6564	31	58	58	58
1-1	Northwood Downs 3	6565	76	64	64	64
1-1	Ridgeview Un 1	6262	48	190	190	190
1-1	Ridgeview Un 2	6264	55	64	64	64
1-1	Viera Ranch 1-1	6855	172	94	94	94
1-1	Viera Ranch 1-2	7180	116	165	165	165
1-1	Viera Ranch 1-3	7181	69	216	216	216
1-1	Viera Ranch 2-1	6925	44	165	165	165
1-1	Viera Ranch 2-2	7219	49	216	216	216
1-1	Viera Ranch 2-3	7220	49	216	216	216
1-1	Viera Ranch 3	6943	35	94	94	94
Total:			1,681			275,063

Note: Values in the "FY 24-25 Assessment" column are for the forthcoming Fiscal Year.
Assessments for the previous year (FY 23-24) are included for comparison.

Table 4 COST ESTIMATE -- 2024/2025 District 1, Zone 2 -- Hillcrest Avenue District			
The following schedule shows the allocation of costs to be spread to this District/Zone (254-4542)			
MAINTENANCE AND SERVICES: Parks Arterial Medians and Roadside Local Landscaping, Trails, Open Space Administration	Base Rate Benefit Units 3,237		
	Total Cost	District Need	Assessments Applied
	\$336,533	\$336,533	\$0
	\$96,707	\$96,707	\$0
	\$325,449	\$18,925	\$306,524
	\$56,702	\$0	\$56,702
	\$815,391	\$452,165	\$363,226
SUBTOTAL:			
882 Parcels Assessed at \$216.00 per unit =			\$190,512
88 Parcels Assessed at \$158.00 per unit =			\$13,904
1290 Parcels Assessed at \$82.00 per unit =			\$105,780
53 Parcels Assessed at \$76.00 per unit =			\$4,028
184 Parcels Assessed at \$69.00 per unit =			\$12,696
52 Parcels Assessed at \$56.00 per unit =			\$2,912
64 Parcels Assessed at \$151.20 per unit =			\$9,676
458 Parcels Assessed at \$42.00 per unit =			\$19,236
166 Parcels Assessed at \$27.00 per unit =			\$4,482
TOTAL ASSESSED:			\$363,226
Ending FY23/24 Fund Balance (Estimated):			\$7,648
GENERAL FUND PORTION OF MAINTENANCE COST:			\$444,517

District/Zone Benefits:

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

Table 4A
District 1, Zone 2
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY23-24 Assmnt	FY24-25 Assessment
1-2	Bear Ridge Un 1	7145	93	216	216	216
1-2	Bear Ridge Un 2	7251	79	216	216	216
1-2	Country Hills	6800	243	82	82	82
1-2	Country Manor Un 1	5891	69	69	69	69
1-2	Country Manor Condos	6657	233	82	82	82
1-2	Country Manor Un 2	6178	54	69	69	69
1-2	Country Manor Un 3	6179	61	69	69	69
1-2	Country Manor Un 4	6180	71	82	82	82
1-2	Country Manor Un 5	6181	18	82	82	82
1-2	Country Manor Un 6	6256	19	82	82	82
1-2	Country Manor Un 7R	6653	101	82	82	82
1-2	Deer Park Un 1	6899	204	42	42	42
1-2	Deer Park Un 4	7569	38	216	216	216
1-2	Deer Park Un 5	7847	38	216	216	216
1-2	Deer Park Un 6	7848	34	216	216	216
1-2	Deer Park Un 7	7281	35	216	216	216
1-2	Deerfield Un 1	6732	113	27	27	27
1-2	Deerfield Un 2	6733	53	27	27	27
1-2	Deerfield Un 3	6818	138	82	82	82
1-2	Deerfield Un 4	6817	150	82	82	82
1-2	Deerfield Un 5	6908	32	42	42	42
1-2	Deerfield Un 6	7283	53	76	76	76
1-2	Deerfield Un 7	7281	67	216	216	216
1-2	Deerfield Un 8	7286	60	216	216	216
1-2	Deerfield Un 9	7284	47	158	158	158
1-2	Deerfield Un 10	7285	52	56	56	56
1-2	Deerfield Un 11	7282	71	216	216	216
1-2	Hillcrest View Apts	-	64	151.20	151	151
1-2	Ho Property Un 1	7973	41	158	158	158
1-2	Ho Property Un 2	7974	65	216	216	216
1-2	Ho Property Un 8	8230	79	216	216	216
1-2	Ho Property Un 9	8231	80	216	216	216
1-2	Ho Property Un 10	8232	54	216	216	216
1-2	Parkside Un 1	6975	158	82	82	82
1-2	Parkside Un 2	7104	101	42	42	42
1-2	Shelbourne Un 1	7019	121	42	42	42
1-2	Shelbourne Un 2	7218	89	216	216	216
1-2	Sterling Gate Un 1	6616	76	82	82	82
1-2	Sterling Gate Un 2	6928	83	82	82	82
Total:			3237			363,226.80

Table 5 COST ESTIMATE -- 2024/2025 District 1, Zone 4 -- Hillcrest Avenue District			
The following schedule shows the allocation of costs to be spread to this District/Zone (254-4544)			
		Base Rate Benefit Units 1,607	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$39,993	\$0
	Arterial Medians and Roadside	\$104,691	\$0
	Local Landscaping, Trails, Open Space	\$366,666	\$159,401
	Administration	\$26,420	\$26,420
SUBTOTAL:	\$537,770	\$351,949	\$185,821
350 Parcels Assessed at \$193.00 per unit =			\$67,550
119 Parcels Assessed at \$167.00 per unit =			\$19,873
344 Parcels Assessed at \$216.00 per unit =			\$74,304
117 Parcels Assessed at \$44.00 per unit =			\$5,148
225 Parcels Assessed at \$38.00 per unit =			\$8,550
452 Parcels Assessed at \$23.00 per unit =			\$10,396
TOTAL ASSESSED:			\$185,821
Ending FY23/24 Fund Balance (Estimated):			\$43,545
GENERAL FUND PORTION OF MAINTENANCE COST:			\$308,404

District/Zone Benefits:

Parks: Meadow Creek Estates

Arterial Landscaping: Hillcrest Avenue and Lone Tree Way

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

Miscellaneous: Open space and trails

Table 5A District 1, Zone 4 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
1-4	Canada Hills Un 1	6898	147	23	23	23
1-4	Canada Hills Un 2	7130	99	23	23	23
1-4	Canada Hills Un 3	7341	111	38	38	38
1-4	Canada Hills Un 4	7458	47	193	193	193
1-4	Canada Hills Un 5	7761	40	193	193	193
1-4	Canada Hills Un 6	7460	81	193	193	193
1-4	Canada Hills Un 7	7459	122	193	193	193
1-4	Hidden Glen Un1	6909	89	23	23	23
1-4	Hidden Glen Un 2	7505	81	216	216	216
1-4	Hidden Glen Un 3	8387	75	216	216	216
1-4	Hidden Glen Un 4	8388	126	216	216	216
1-4	Meadow Crk Est. 1	6930	117	23	23	23
1-4	Meadow Crk Est. 2	7123	114	38	38	38
1-4	Meadow Crk Est. 3	7124	117	44	44	44
1-4	Meadow Crk Est. 4	7125	119	167	167	167
1-4	Meadow Crk Est. 5	7867	60	193	193	193
1-4	Viera Ranch 2-2	7219	18	216	216	216
1-4	Viera Ranch 2-3	7220	44	216	216	216
Total:			1,607			185,821

Table 6 COST ESTIMATE -- 2024/2025 District 2A, Zone 1 -- Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4561)			
	Base Rate Benefit Units		
	0		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$65,934	\$65,934	\$0
Arterial Medians and Roadside	\$27,476	\$27,476	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$67,292	\$67,292	\$0
SUBTOTAL:	\$160,702	\$160,702	\$0
TOTAL ASSESSED:			\$0
Ending FY23/24 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$160,702

District/Zone Benefits:

Parks: Contra Loma, Fairview, Prosserville

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

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

Miscellaneous: open space and trails

Table 7 COST ESTIMATE -- 2024/2025 District 2A, Zone 2 -- Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4562)			
		Base Rate Benefit Units	
		0	
		District	Assessed
		Need	
MAINTENANCE AND SERVICES:		Total Cost	
Parks		\$47,025	\$0
Arterial Medians and Roadside		\$15,328	\$0
Local Landscaping, Trails, Open Space		\$0	\$0
Administration		\$40,816	\$0
SUBTOTAL:		\$103,169	\$0
TOTAL ASSESSED:			\$0
Ending FY23/24 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$103,169

District/Zone Benefits:

Parks: City Park

Arterial: A Street

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

Miscellaneous: open space and trails

Table 8
COST ESTIMATE -- 2024/2025
District 2A, Zone 3 -- Citywide District

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

		Base Rate Benefit Units 624	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$81,229	\$81,229	\$0
Arterial Medians and Roadside	\$17,720	\$17,720	\$0
Local Landscaping, Trails, Open Space	\$46,733	\$43,928	\$2,805
Administration	\$71,263	\$0	\$71,263
SUBTOTAL:	\$216,945	\$142,877	\$74,068
188 Parcels Assessed at	\$66.00 per unit =		\$12,408
36 Parcels Assessed at	\$22.00 per unit =		\$792
6 Parcels Assessed at	\$216.00 per unit =		\$1,296
394 Parcels Assessed at	\$151.20 per unit =		\$59,572
TOTAL ASSESSED:			\$74,068
Ending FY23/24 Fund Balance (Estimated):			\$14,703
GENERAL FUND PORTION OF MAINTENANCE COST:			\$128,174

District/Zone Benefits:

Parks: Jacobsen, Meadowbrook

Arterial: East 18th Street and Wilbur Avenue

Roadway Landscaping: Cavallo Road and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 8A District 2A, Zone 3 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY 24-25 Assessment
2A-3	Lakeshore Apt.	6770	188	66	66	66
2A-3	Terrace Gardens	5582	36	22	22	22
2A-3	Bermuda Way	8848	6	216	216	216
2A-3	AMCal	8848	394	151.20	-	151.20
Total:			624			74,069

Table 9 COST ESTIMATE -- 2024/2025 District 2A, Zone 4 -- Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4564)			
		Base Rate Benefit Units 337	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$82,610	\$0
	Arterial Medians and Roadside	\$62,240	\$0
	Local Landscaping, Trails, Open Space	\$253,312	\$0
	Administration	\$37,727	\$12,916
	SUBTOTAL:	\$435,889	\$12,916
171 Parcels Assessed at \$60 per unit =			\$10,260
166 Parcels Assessed at \$16 per unit =			\$2,656
TOTAL ASSESSED:			\$12,916
Ending FY23/24 Fund Balance (Estimated):			\$7,245
GENERAL FUND PORTION OF MAINTENANCE COST:			\$415,728

District/Zone Benefits:

Parks: Harbour, Mountaire

Arterial: Lone Tree Way, Davison Drive and Hillcrest Avenue

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 9A District 2A, Zone 4 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY 24-25 Assessment
2A-4	Hillcrest Estates	5494	54	60	60	60
2A-4	Hillcrest Estates Un 2	6184	53	60	60	60
2A-4	Brookside Estates	7155	166	16	16	16
2A-4	Shelbourne Un 3	7294	64	60	60	60
Total:			337			12,916

Table 10 COST ESTIMATE -- 2024/2025 District 2A, Zone 5 -- Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4565)			
		Base Rate Benefit Units 13	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$54,409	\$0
	Arterial Medians and Roadside	\$28,768	\$0
	Local Landscaping, Trails, Open Space	\$174,827	\$0
	Administration	\$40,871	\$1,492
SUBTOTAL:	\$298,875	\$297,383	\$1,492
4 Parcels Assessed at \$139 per unit =		\$556	
9 Parcels Assessed at \$104 per unit =		\$936	
TOTAL ASSESSED:		\$1,492	
Ending FY23/24 Fund Balance (Estimated):		\$7,961	
GENERAL FUND PORTION OF MAINTENANCE COST:		\$289,422	

District/Zone Benefits:

Parks: Chichibu

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

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 10A District 2A, Zone 5 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY 24/25 Assessment
2A-5	Wilhelm Sub'd	7121	4	139	139	139
2A-5	Wilhelm Sub'd	7412	9	104	104	104
Total:			13			1,492

Table 11 COST ESTIMATE -- 2024/2025 District 2A, Zone 6 -- Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4566)			
		Base Rate Benefit Units 274	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$230,178	\$0
	Arterial Medians and Roadside	\$27,092	\$0
	Local Landscaping, Trails, Open Space	\$87,366	\$0
	Administration	\$52,344	\$28,582
SUBTOTAL:	\$396,980	\$368,398	\$28,582
148 Parcels Assessed at \$139 per unit =			\$20,572
18 Parcels Assessed at \$103 per unit =			\$1,854
108 Parcels Assessed at \$57 per unit =			\$6,156
TOTAL ASSESSED:			\$28,582
Ending FY23/24 Fund Balance (Estimated):			\$13,302
GENERAL FUND PORTION OF MAINTENANCE COST:			\$355,096

District/Zone Benefits:

Parks: Canal, Gentrytown, Mira Vista, Village East

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

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

Miscellaneous: open space and trails

Table 11A District 2A, Zone 6 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY 24-25 Assessment
2A-6	California Gables	7105	148	139	139	139
2A-6	Centennial Park	6812	108	57	57	57
2A-6	Mira Vista Un 11	7034	18	103	103	103
Total:			274			28,582

Table 12 COST ESTIMATE -- 2024/2025 District 2A, Zone 7 -- Citywide District			
The following schedule shows the allocation of costs to be spread to this District/Zone (256-4567)			
		Base Rate Benefit Units	
		0	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assements Applied
	Parks	\$29,389	\$0
	Arterial Medians and Roadside	\$0	\$0
	Local Landscaping, Trails, Open Space	\$0	\$0
	Administration	\$20,684	\$0
SUBTOTAL:	\$50,073	\$50,073	\$0
TOTAL ASSESSED:			\$0
Ending FY23/24 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$50,073

District/Zone Benefits:

Parks: Marchetti

Arterial: Somersville Road, Delta Fair Boulevard

Roadway Landscaping: None

Miscellaneous: open space and trails

Table 13
COST ESTIMATE -- 2024/2025
District 2A, Zone 8 -- Citywide District

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

		Base Rate Benefit Units 426	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks		\$245,576	\$0
Arterial Medians and Roadside		\$49,172	\$0
Local Landscaping, Trails, Open Space		\$104,345	\$0
Administration		\$87,369	\$74,766
SUBTOTAL:		\$486,462	\$74,766
261	Parcels Assessed at \$216.00 per unit =	\$56,376	
120	Parcels Assessed at \$129 per unit =	\$15,480	
5	Parcels Assessed at \$118 per unit =	\$590	
40	Parcels Assessed at \$58 per unit =	\$2,320	
TOTAL ASSESSED:		\$74,766	
Ending FY23/24 Fund Balance (Estimated):		\$43,983	
GENERAL FUND PORTION OF MAINTENANCE COST:		\$367,713	

District/Zone Benefits:

Parks: Mira Vista Hills, Antioch Community Park

Arterial: James Donlon Boulevard

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 13A District 2A, Zone 8 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
2A-8	Mira Vista Hills	4420	5	118	118	118
2A-8	Mira Vista Hills, Un 10	6472	78	129	129	129
2A-8	Mira Vista Hills, Un 12	6744	40	58	58	58
2A-8	Mira Vista Hills, Un 13	6708	95	216	216	216
2A-8	Mira Vista Hills, Un 14	6824	42	129	129	129
2A-8	Mira Vista Hills, Un 15	6920	79	216	216	216
2A-8	Mira Vista Hills, Un 16	6921	87	216	216	216
Total:			426			74,766.00

Table 14
COST ESTIMATE -- 2024/2025
District 2A, Zone 9 -- Citywide District

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

		Base Rate Benefit Units 1,379	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$51,878	\$51,878	\$0
Arterial Medians and Roadside	\$65,009	\$65,009	\$0
Local Landscaping, Trails, Open Space	\$168,332	\$84,938	\$83,394
Administration	\$32,598	\$0	\$32,598
SUBTOTAL:	\$317,817	\$201,825	\$115,992
68	Parcels Assessed at \$144 per unit =		\$9,792
174	Parcels Assessed at \$135 per unit =		\$23,490
442	Parcels Assessed at \$108 per unit =		\$47,736
122	Parcels Assessed at \$107 per unit =		\$13,054
34	Parcels Assessed at \$74 per unit =		\$2,516
539	Parcels Assessed at \$36 per unit =		\$19,404
TOTAL ASSESSED:			\$115,992
Ending FY23/24 Fund Balance (Estimated):			\$33,839
GENERAL FUND PORTION OF MAINTENANCE COST:			\$167,986

District/Zone Benefits:

Parks: Eaglesridge

Arterial: Lone Tree Way, Deer Valley Road

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

Miscellaneous: Open space and trails

Table 14A District 2A, Zone 9 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Assmnt	FY 23-24 Assmnt	FY24-25 Assessment
2A-9	Eagles Ridge Un 1	5614	116	36	36	36
2A-9	Eagles Ridge Un 2	6162	151	36	36	36
2A-9	Eagles Ridge Un 3	6163	122	36	36	36
2A-9	Eagles Ridge Un 4	6164	150	36	36	36
2A-9	Deer Park Un 2	7290	68	144	144	144
2A-9	Deer Park Un 3	7291	94	135	135	135
2A-9	Lone Tree Est. Un 1	7079	122	107	107	107
2A-9	Lone Tree Est. Un 1A	7880	5	108	108	108
2A-9	Lone Tree Est. Un 2	7691	80	135	135	135
2A-9	Lone Tree Est. Un 3	7900	75	108	108	108
2A-9	Lone Tree Est. Un 4	8020	46	108	108	108
2A-9	Lone Tree Est. Un 5	8120	62	108	108	108
2A-9	Lone Tree Est. Un 6	8366	99	108	108	108
2A-9	Ho Sub'd, Un 3	7999	34	74	74	74
2A-9	Ho Sub'd, Un 4	8025	47	108	108	108
2A-9	Ho Sub'd, Un 5	8045	61	108	108	108
2A-9	Ho Sub'd, Un 6	8102	47	108	108	108
Total:			1,379			115,992

Table 15
COST ESTIMATE -- 2024/2025
District 2A, Zone 10 -- Citywide District

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

		Base Rate Benefit Units	
		295	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$31,631	\$31,631	\$0
Arterial Medians and Roadside	\$31,182	\$27,413	\$3,769
Local Landscaping, Trails, Open Space	\$74,861	\$0	\$74,861
Channel Maintenance	\$10,000	\$0	\$10,000
Administration	\$6,950	\$0	\$6,950
SUBTOTAL:	\$154,624	\$59,044	\$95,580
295 Parcels Assessed at \$324.00 per unit =			\$95,580
TOTAL ASSESSED:			\$95,580
Ending FY23/24 Fund Balance (Estimated):			\$114,574
GENERAL FUND PORTION OF MAINTENANCE COST:			\$0

District/Zone Benefits:

Parks: Markley Creek

Arterial: James Donlan, Somersville

Roadway Landscaping: cul-de-sac bulbs

Table 15A District 2A, Zone 10 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assesment
2A-10	Black Diamond Ranch Un 1	7487	58	737.86	548	324
2A-10	Black Diamond Ranch Un 2	8585	117	737.86	548	324
2A-10	Black Diamond Ranch Un 3	8586	111	737.86	548	324
2A-10	Black Diamond Ranch Un 4	9370	9	737.86	548	324
Total:			295			95,580

Table 16
COST ESTIMATE -- 2024/2025
District 4, Zone 1 -- Downtown District

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

		Base Rate Benefit Units	
		0	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$0	\$0	\$0
Arterial Medians and Roadside	\$15,381	\$15,381	\$0
Local Landscaping, Trails, Open Space	\$181,167	\$181,167	\$0
Administration	\$1,269	\$1,269	\$0
SUBTOTAL:	\$197,817	\$197,817	\$0
TOTAL ASSESSED:			\$0
Ending FY23/24 Fund Balance (Estimated):			\$97,069
GENERAL FUND PORTION OF MAINTENANCE COST:			\$100,748
<i>District/Zone Benefits:</i>			
Roadway Landscaping: Waldie Plaza, Rivertown Promenade, public parking lots, A Street extension, train station			

Table 17			
COST ESTIMATE -- 2023/2024			
District 5, Zone 1 -- Almondridge District			
The following schedule shows the allocation of costs to be spread to this District/Zone (253-4531)			
		Base Rate Benefit Units	
		560	
		District	Assessments
		Need	Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$91,900	\$73,883	\$18,017
Arterial Medians and Roadside	\$28,549	\$0	\$28,549
Local Landscaping, Trails, Open Space	\$52,373	\$0	\$52,373
Administration	\$9,983	\$0	\$9,983
SUBTOTAL:	\$182,805	\$73,883	\$108,922
463	Parcels Assessed at \$190.00 per unit =	\$87,970	
97	Parcels Assessed at \$216.00 per unit =	\$20,952	
TOTAL ASSESSED:		\$108,922	
Ending FY23/24 Fund Balance (Estimated):		\$57,248	
GENERAL FUND PORTION OF MAINTENANCE COST:		\$16,635	

District/Zone Benefits:

Parks: Almondridge

Arterial: None

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

Miscellaneous: open space and trails

Table 17A District 5, Zone 1 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
5-1	Almondridge West	6621	25	190	182	190
5-1	Almondridge Un 1	6109	93	190	182	190
5-1	Almondridge Un 2	6454	35	190	182	190
5-1	Almondridge Un 3	6788	50	190	182	190
5-1	Almondridge Un 4	6869	52	190	182	190
5-1	Almondridge Un 5	7190	96	190	182	190
5-1	Almondridge Un 6	7411	48	190	182	190
5-1	Almondridge Un 9	7673	35	190	182	190
5-1	Almondridge Un 11	7901	25	190	182	190
5-1	Almondridge Un 12	8065	4	190	182	190
5-1	Oakley Knolls	8501	16	216	182	216
5-1	Almondridge East	8880	81	216	182	216
Total:			560			108,922

Table 18
COST ESTIMATE -- 2024/2025
District 9, Zone 1 -- Lone Tree District

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

		Base Rate Benefit Units 1,200	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$96,649	\$96,649	\$0
Arterial Medians and Roadside	\$59,333	\$59,333	\$0
Local Landscaping, Trails, Open Space	\$138,096	\$11,993	\$126,103
Administration	\$21,897	\$0	\$21,897
SUBTOTAL:	\$315,975	\$167,975	\$148,000
575 Parcels Assessed at \$140 per unit =			\$80,500
625 Parcels Assessed at \$108 per unit =			\$67,500
TOTAL ASSESSED:			\$148,000
Ending FY23/24 Fund Balance (Estimated):			\$84,425
GENERAL FUND PORTION OF MAINTENANCE COST:			\$83,550

District/Zone Benefits:

Parks: Chapparal, Williamson Ranch

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

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

Miscellaneous: open space and trails

Table 18A District 9, Zone 1 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
9-1	Diablo East Un 1	7121	177	108	108	108
9-1	Diablo East Un 2	7400	44	108	108	108
9-1	Diablo East Un 3	7401	21	140	140	140
9-1	Diablo East Un 4	8038	39	140	140	140
9-1	Diablo East Un 5	8052	39	140	140	140
9-1	Diablo East Un 6	8079	34	140	140	140
9-1	Diablo East Un 7	8122	52	140	140	140
9-1	Diablo East Un 8	8164	77	140	140	140
9-1	Diablo East Un 9	8191	71	140	140	140
9-1	Williamson Ranch 1	7114	20	108	108	108
9-1	Williamson Ranch 2	7258	166	108	108	108
9-1	Williamson Ranch 3	7587	86	108	108	108
9-1	Williamson Ranch 4	7606	93	108	108	108
9-1	Williamson Ranch 5	7618	39	108	108	108
9-1	Williamson Ranch 6	7619	75	140	140	140
9-1	Williamson Ranch 7	7620	82	140	140	140
9-1	Williamson Ranch 8	7826	85	140	140	140
Total:			1,200			148,000

Table 19
COST ESTIMATE -- 2024/2025
District 9, Zone 2 -- Lone Tree Way District

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

		Base Rate Benefit Units 2,024	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:		Total Cost	
Parks	\$43,029	\$43,029	\$0
Medians and Roadside	\$129,030	\$129,030	\$0
Local Landscaping, Trails, Open Space	\$290,628	\$127,277	\$163,351
Administration	\$33,811	\$0	\$33,811
SUBTOTAL:	\$496,498	\$299,336	\$197,162

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

TOTAL ASSESSED: **\$197,162**

Ending FY23/24 Fund Balance (Estimated): \$11,765
GENERAL FUND PORTION OF MAINTENANCE COST: **\$287,571**

District/Zone Benefits:

Parks: Diablo West

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

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

Miscellaneous: open space and trails

Table 19A
District 9, Zone 2
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
9-2	Black Dia. Knolls 1	7201	29	51	51	51
9-2	Black Dia. Knolls 2	7498	45	51	51	51
9-2	Black Dia. Knolls 3	7554	28	51	51	51
9-2	Black Dia. Knolls 4	7592	36	51	51	51
9-2	Black Dia. Knolls 5	7499	64	51	51	51
9-2	Black Dia. Knolls 6	7593	24	51	51	51
9-2	Black Dia. Knolls 7	7594	31	93	93	93
9-2	Black Dia. Knolls 8	7825	26	83	83	83
9-2	Black Dia. Knolls 9	8008	19	83	83	83
9-2	Black Dia. Knolls 10	7824	29	88	88	88
9-2	Black Dia. Knolls 11	7500	48	93	93	93
9-2	Black Dia. Knolls 12	7823	26	93	93	93
9-2	Black Dia. Knolls 13	7822	32	93	93	93
9-2	Black Dia. Knolls 14	8110	43	93	93	93
9-2	Black Dia. Knolls 15	8181	53	93	93	93
9-2	Black Dia. Knolls 16	8182	42	93	93	93
9-2	Black Dia. Knolls 17	8183	45	93	93	93
9-2	Black Dia. Knolls 18	8324	56	93	93	93
9-2	Black Dia. Knolls 19	8325	89	93	93	93
9-2	Black Dia. Knolls 20	8326	64	93	93	93
9-2	Black Dia. Knolls 21	8466	49	216	216	216
9-2	Black Dia. Knolls 22	8467	64	216	216	216
9-2	Black Dia. Knolls 23	8525	27	216	216	216
9-2	Black Dia. Knolls 24	8526	89	216	216	216
9-2	Black Dia. Knolls 25	8528	38	216	216	216
9-2	Diablo West Un 1	7128	74	39	39	39
9-2	Diablo West Un 2	7469	119	51	51	51
9-2	Diablo West Un 3	7616	115	51	51	51
9-2	Diablo West Un 4	8243	71	93	93	93
9-2	Diablo West Un 5	8244	56	93	93	93
9-2	Diablo West Un 6	8245	81	93	93	93
9-2	Diablo West Un 7	8312	99	93	93	93
9-2	Diablo West Un 8	8313	46	93	93	93
9-2	Diablo West Un 9	8314	106	93	93	93
9-2	Lone Tree Glen	7275	161	93	93	93

Total: 2,024 197,162

Table 20
COST ESTIMATE -- 2024/2025
District 9, Zone 3 -- Lone Tree Way District

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

		Base Rate Benefit Units 1,953	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$89,943	\$89,943	\$0
Arterial Medians and Roadside	\$110,689	\$110,689	\$0
Local Landscaping, Trails, Open Space	\$267,387	\$101,470	\$165,917
Administration	\$49,752	\$0	\$49,752
SUBTOTAL:	\$517,771	\$302,102	\$215,669
129	Parcels Assessed at \$216.00 per unit =		\$27,864
860	Parcels Assessed at \$139.00 per unit =		\$119,540
519	Parcels Assessed at \$95.00 per unit =		\$49,305
120	Parcels Assessed at \$93.00 per unit =		\$11,160
25	Parcels Assessed at \$216.00 per unit =		\$5,400
300	Parcels Assessed at \$8.00 per unit =		\$2,400
TOTAL ASSESSED:			\$215,669
Ending FY23/24 Fund Balance (Estimated):			(\$6,004)
GENERAL FUND PORTION OF MAINTENANCE COST:			\$308,106

District/Zone Benefits:

Parks: Hansen and Dallas Ranch Park

Arterial: Lone Tree Way, Dallas Ranch Road

Roadway Landscaping: Prewett Ranch Road, Golf Course Road, Frederickson Lane and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 20A District 9, Zone 3 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
9-3	Black Dia. Est. Un 1	7515	31	95	95	95
9-3	Black Dia. Est. Un 2	7644	41	139	139	139
9-3	Black Dia. Est. Un 3	8064	54	139	139	139
9-3	Black Dia. Est. Un 4	8194	64	139	139	139
9-3	Black Dia. Est. Un 5	8076	55	139	139	139
9-3	Black Dia. Est. Un 6	8317	56	139	139	139
9-3	Black Dia. Est. Un 7	8318	73	139	139	139
9-3	Black Dia. Est. Un 8	8319	47	216	216	216
9-3	Black Dia. Est. Un 9	8320	49	216	216	216
9-3	Black Dia. Est. Un 10	8472	33	216	216	216
9-3	Black Dia. Est. Un 11	8567	25	216	216	216
9-3	Dallas Ranch Un 1	7380	58	95	95	95
9-3	Dallas Ranch Un 2	7859	50	95	95	95
9-3	Dallas Ranch Un 3	7860	34	95	95	95
9-3	Dallas Ranch Un 4	7198	138	95	95	95
9-3	Dallas Ranch Un 5	7376	122	95	95	95
9-3	Dallas Ranch Un 6	7966	45	95	95	95
9-3	Dallas Ranch Un 7	7377	187	139	139	139
9-3	Dallas Ranch Un 8	7378	54	139	139	139
9-3	Dallas Ranch Un 9	8107	34	139	139	139
9-3	Dallas Ranch Un 10	8108	63	139	139	139
9-3	Dallas Ranch Un 11	8109	120	93	93	93
9-3	Diamond Ridge Un 1	7317	179	8	8	8
9-3	Diamond Ridge Un 2	7536	86	8	8	8
9-3	Diamond Ridge Un 3	7537	41	95	95	95
9-3	Diamond Ridge Un 4	7627	35	8	8	8
9-3	Sandhill I	8247	75	139	139	139
9-3	Sandhill II	8410	104	139	139	139
Total:			1,953			215,669

Table 21 COST ESTIMATE -- 2024/2025 District 9, Zone 4 -- Lone Tree Way District			
The following schedule shows the allocation of costs to be spread to this District/Zone (251-4514)			
		Base Rate Benefit Units 435	
MAINTENANCE AND SERVICES: Parks Arterial Medians and Roadside Local Landscaping, Trails, Open Space Administration	Total Cost	District Need	Assessments Applied
	\$37,082	\$37,082	\$0
	\$29,249	\$10,593	\$18,656
	\$63,814	\$0	\$63,814
	\$8,880	\$0	\$8,880
SUBTOTAL:	\$139,025	\$47,675	\$91,350
435 Parcels Assessed at \$210.00 per unit =			\$91,350
TOTAL ASSESSED:			\$91,350
Ending FY23/24 Fund Balance (Estimated):			\$48,072
GENERAL FUND PORTION OF MAINTENANCE COST:			\$0

District/Zone Benefits:

Park: Heidorn

Arterial: Lone Tree Way, Hillcrest Avenue

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

Miscellaneous: Open space and trails

Table 21A District 9, Zone 4 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
9-4	Meadow Crk. Village 1	7862	55	216	175	210
9-4	Meadow Crk. Village 2	7947	77	216	175	210
9-4	Meadow Crk. Village 3	7967	108	216	175	210
9-4	Meadow Crk. Village 4	7971	98	216	175	210
9-5	Meadow Crk. Village 5	7897	97	216	175	210
Total:			435			91,350

Table 22 COST ESTIMATE -- 2024/2025 District 10, Zone 1 -- East Lone Tree Way District			
The following schedule shows the allocation of costs to be spread to this District/Zone (259-4591)			
		Base Rate Benefit Units 1,156.5	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
	Parks	\$147,309	\$0
	Arterial Medians and Roadside	\$40,564	\$1,732
	Local Landscaping, Trails, Open Space	\$205,394	\$0
	Channel Maintenance	\$60,000	\$0
	Administration	\$25,869	\$0
SUBTOTAL:	\$479,136	\$149,041	\$330,095
958 Parcels Assessed at \$303.00 per unit =			\$290,274
152 Multi Family Res \$215.00 per unit =			\$32,680
12.6 Comm. Parcel \$182.00 per unit =			\$2,293
33.9 Bus. Park parcel \$143.00 per unit =			\$4,848
TOTAL ASSESSED:			\$330,095
Ending FY23/24 Fund Balance (Estimated):			\$150,729
GENERAL FUND PORTION OF MAINTENANCE COST:			\$0

District/Zone Benefits:

Park: Julpun

Arterial: Lone Tree Way

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

Miscellaneous: Open space and trails

Table 22A District 10 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 23-24 Assmnt	FY24-25 Assessment
10-1	Sand Creek Ranch 1	8114	57	612.05	278	303
10-1	Sand Creek Ranch 2	8958	27	612.05	278	303
10-1	Sand Creek Ranch 4	8640	97	612.05	278	303
10-1	Sand Creek Ranch 5	8885	42	612.05	278	303
10-1	Sand Creek Ranch 6	8886	31	612.05	278	303
10-1	Sand Creek Ranch 7	8948	52	612.05	278	303
10-1	Sand Creek Ranch 8	8951	156	612.05	278	303
10-1	Park Ridge 1	8846	90	612.05	278	303
10-1	Park Ridge 2	9485	58	612.05	278	303
10-1	Park Ridge 3	9517	66	612.05	278	303
10-1	Park Ridge 4	9490	58	612.05	278	303
10-1	Park Ridge 5	9578	103	612.05	278	303
10-2	Park Ridge 6	9563	60	612.05	-	303
10-3	Park Ridge 7	9564	61	612.05	-	303
10-1	Multi-Family Apts	-	152	427.49	190	215
10-1	Commercial parcel	-	12.6	354.92	157	182
10-1	Business Park	-	33.9	276.05	118	143
Total:			1156.5			330,095

Table 23

Summary of Costs, Benefits and Assessments by Zone -- Fiscal Year 2024/2025

District/ Zone	Benefit Units	Ending Bal FY23/24	Est. Cost of Maintenance	Estimated Assessments	Zone Deficit	Assessment per BU
1-1	1,681	\$7,220	\$664,008	\$275,063	(\$381,725)	\$58 to \$216
1-2	3,237	\$7,648	\$815,391	\$363,226	(\$444,517)	\$27 to \$216
1-4	1,607	\$43,545	\$537,770	\$185,821	(\$308,404)	\$23 to \$216
2A-1	0	\$0	\$160,702	\$0	(\$160,702)	\$0
2A-2	0	\$0	\$103,169	\$0	(\$103,169)	\$0
2A-3	624	\$14,703	\$216,945	\$74,068	(\$128,174)	\$22 to \$216
2A-4	337	\$7,245	\$435,889	\$12,916	(\$415,728)	\$16 to \$60
2A-5	13	\$7,961	\$298,875	\$1,492	(\$289,422)	\$104 to \$139
2A-6	274	\$13,302	\$396,980	\$28,582	(\$355,096)	\$57 to \$139
2A-7	0	\$0	\$50,073	\$0	(\$50,073)	\$0
2A-8	426	\$43,983	\$486,462	\$74,766	(\$367,713)	\$58 to \$216
2A-9	1,379	\$33,839	\$317,817	\$115,992	(\$167,986)	\$36 to \$144
2A-10	295	\$114,574	\$154,624	\$95,580	\$0	\$324
4-1	0	\$97,069	\$197,817	\$0	(\$100,748)	\$0
5-1	560	\$57,248	\$182,805	\$108,922	(\$16,635)	\$190 to \$216
9-1	1,200	\$84,425	\$315,975	\$148,000	(\$83,550)	\$108 to \$140
9-2	2,024	\$11,765	\$496,498	\$197,162	(\$287,571)	\$39 to \$216
9-3	1,953	(\$6,004)	\$517,771	\$215,669	(\$308,106)	\$8 to \$216
9-4	435	\$48,072	\$139,025	\$91,350	\$0	\$210
10-1	1,156.5	\$150,729	\$479,136	\$330,095	\$0	\$143 to \$303
Totals		\$737,325	\$6,967,732	\$2,318,704	(\$3,969,318)	

V. ASSESSMENT METHODS

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

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

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

VI. SUMMARY OF ASSESSMENTS

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

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

VII. ASSESSMENT ROLL

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

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