



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

Date: **Tuesday, October 25, 2022**

Time: 6:30 P.M. – Closed Session
7:00 P.M. – Regular Meeting

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

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar Thorpe, Mayor

Michael Barbanica, Mayor Pro Tem (District 2)

Tamisha Torres-Walker, Council Member District 1

Lori Ogorchock, Council Member District 3

Monica E. Wilson, Council Member District 4

Ellie Householder, City Clerk

Lauren Posada, City Treasurer

Cornelius Johnson, City Manager

Thomas Lloyd Smith, City Attorney

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

SPEAKER RULES

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

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

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray near the City Clerk. This will enable us to call upon you to speak. Important: Please identify if the comment is for Announcement of Community Events, Public Comment, or a specific Agenda Item Number on your Speaker Request Form. No one may speak more than once on an agenda item or during "public comments." *(Please see next page for additional information on public participation.)*

Each speaker is limited to not more than three minutes under Public Comments and three minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during public hearing items, are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda, or circumstances. Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

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

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

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

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

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

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. Please see the Speaker Rules on the inside cover of this Agenda for additional information on public participation.

6:30 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –** pursuant to California Government Code section 54956.9: Lenore McCall v. City of Antioch, et al., Contra Costa County Superior Court, Case No. MSC21-00862.

Case Settlement of \$29,000 was Approved by Council, 5/0

- 2) CONFERENCE WITH LABOR NEGOTIATORS –** pursuant to California Government Code section 54957.6; City designated representatives: Ana Cortez, Nikki Ausk, and Jeff Bailey; Employee organizations: Antioch Public Works Employee Association.

No reportable action

- 3) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2): Two Cases.

No reportable action

- 4) A. PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957(b)(1).

No reportable action

- B. CONFERENCE WITH LABOR NEGOTIATORS.** This closed session is authorized pursuant to Government Code section 54957.6. City designated representatives: Human Resources Director Ana Cortez and City Attorney Thomas Lloyd Smith. Employee Organization: Unrepresented Employee – City Manager.

No reportable action

CLOSED SESSION – Continued

5) PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY. This closed session is authorized pursuant to Government Code section 54957(b)(1).

Direction was provided to City Attorney

6:32 P.M. ADJOURNED TO CLOSED SESSION

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

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

MAYOR THORPE REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE MAYOR’S COMMENTS TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED 5/0

MAYOR’S COMMENTS

MAYOR THORPE PRESENTED A CERTIFICATE OF RECOGNITION TO MAYBELL TURNER, CENTENNIAL BIRTHDAY – CELEBRATION OF LIFE, 100 YEARS

1. PROCLAMATION

- 25th Anniversary of the Antioch Veteran’s Memorial, Veteran’s Day, November 11, 2022
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the proclamation.

2.01. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- FALL-O-WEEN – OCTOBER 27 & 28, 2022
Antioch Water Park, 4701 Lone Tree Way, Antioch
- TRUNK OR TREAT, ANTIOCH COUNCIL OF TEENS – OCTOBER 29, 2022
Delta Bowl, 3300 Delta Fair Boulevard, Antioch
- RIVERTOWN TRUNK OR TREAT KID’S FEST – OCTOBER 29, 2022
Downtown Antioch (Participating Stores), G Street and 2nd Street, Antioch
- DIA DE LOS MUERTOS – NOVEMBER 1, 2022
Nick Rodriguez Community Center, 213 F Street, Antioch
- ANTIOCH VETERANS DAY CELEBRATION AND PARADE – NOVEMBER 11, 2022
Antioch Marina/Veterans Memorial, Marina Plaza, Antioch

2.02. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

➤ SALES TAX CITIZENS' OVERSIGHT COMMITTEE

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.*

7:57 P.M. COUNCIL MEMBER TORRES-WALKER LEFT THE MEETING DURING PUBLIC COMMENTS

8:02 P.M. COUNCIL MEMBER TORRES-WALKER RETURNED TO THE MEETING DURING PUBLIC COMMENTS

8:35 P.M. FIVE MINUTE RECESS TAKEN DURING PUBLIC COMMENTS

8:39 P.M. RECONVENED, ROLL CALL – All Present (continued Public Comments)

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

3. PRESENTATIONS

01. YOUTH SERVICES SUMMER 2022 ACCOMPLISHMENTS

Presented by Tasha Johnson, Director of Public Safety and Community Resources Department

02. PARKS AND RECREATION 2022 PROGRAMS UPDATE

Presented by Brad Helfenberger, Director of Parks and Recreation Department

4. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 13, 2022

Approved, 5/0

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

B. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 27, 2022

Approved, 5/0

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

CONSENT CALENDAR – Continued

C. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 11, 2022

Continued, 5/0

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

D. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

E. APPROVAL OF TREASURER'S REPORT FOR AUGUST 2022

Approved, 5/0

Recommended Action: It is recommended that the City Council receive and file the August 2022 Treasurer's Report.

F. AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

Reso No. 2022/182 adopted, 3/2 (Barbanica, Ogorchock)

Recommended Action: It is recommended that the City Council adopt the resolution authorizing remote teleconference/virtual meetings of the legislative bodies of the City of Antioch, which includes the City Council, boards, commissions, and committees.

G. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE CITY HALL OFFICE MODIFICATIONS (P.W. 247-S)

Reso No. 2022/183 adopted, 5/0

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

- 1) Approving an amendment to increase the construction agreement with Alex Kushner General, Inc. by \$96,153.91 for a total contract amount of \$1,150,152.91 for the City Hall Interior Modifications Project; and
- 2) Accepting work and authorizing the City Manager or designee to file a Notice of Completion for City Hall Office Modifications project.

CONSENT CALENDAR – Continued

H. SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH TESTING ENGINEERS, INC. FOR “AS NEEDED” MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

Reso No. 2022/184 adopted, 5/0

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

- 1) Approving the second amendment to the consulting services agreement with Testing Engineers, Inc. in the amount of \$100,000 for a total contract amount of \$300,000 for “As Needed” Material Testing and Special Inspection Services and extending the term of the agreement to June 30, 2023; and
- 2) Authorizing the City Manager to execute the amendment in a form approved by the City Attorney.

I. MEMORANDUM OF UNDERSTANDING (MOU) REGARDING CONTRA COSTA FERRY SERVICE EXPANSION

Reso No. 2022/185 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution that authorizes the City Manager to execute a Memorandum of Understanding (MOU) between the Cities of Antioch, Hercules, Martinez, Pittsburg, Contra Costa County, Eastern Contra Costa Transit Authority, and the Contra Costa Transportation Authority to advance planning and studies to evaluate the feasibility of Expanded Ferry Service in Contra Costa County.

J. RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) AND ACKNOWLEDGE THE INTERIM CITY MANAGER AND ANTIOCH POLICE SWORN ASSOCIATION REPRESENTATIVES’ EXECUTION OF THE MOU

Reso No. 2022/186 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding (MOU) between the City of Antioch and the Antioch Police Officers Association (APOA).

COUNCIL MEMBER WILSON REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEM #8 TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED 5/0

COUNCIL REGULAR AGENDA

8. **PARKS AND RECREATION COMMISSION APPOINTMENTS FOR ONE (1) VACANCY EXPIRING MARCH 2024 AND ONE (1) VACANCY EXPIRING APRIL 2026**

Reso No. 2022/187 adopted appointing Jacob Piocos-Pedrotti for the vacancy expiring March 2024 and Lesley Eubanks for the vacancy expiring April 2026, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving the Mayor's nomination of the following appointments for membership on the Parks and Recreation Commission:

- *Jacob Piocos-Pedrotti for a vacancy expiring March 2024*
- *Lesley Eubanks for a vacancy expiring April 2026*

MAYOR PRO TEM BARBANICA RECUSED HIMSELF FROM THE DAIS BEFORE PUBLIC HEARING ITEM #5 WAS HEARD

PUBLIC HEARING

5. **BUCHANAN CROSSINGS PARCEL 7 REZONE (Z-22-05)**

Motion to table with direction to staff to bring back information on inclusionary housing policy and in lieu fees, 3/1 (Ogorchock)

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Buchanan Crossings Parcel 7 to include the Commercial Infill Housing (CIH) Overlay District.

CEQA: The project is Exempt from CEQA pursuant to Section 15061(b)(3), the "Common Sense" Exemption.

MAYOR PRO TEM BARBANICA RETURNED TO THE DAIS.

6. **LAKEVIEW CENTER PARCEL 5 REZONE (Z-22-06)**

Motion to table with direction to staff to bring back information on inclusionary housing policy and in lieu fees, 3/2 (Barbanica, Ogorchock)

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Lakeview Center Parcel 5 to include the Commercial Infill Housing (CIH) Overlay District.

CEQA: The project is Exempt from CEQA pursuant to Section 15061(b)(3), the "Common Sense" Exemption.

PUBLIC HEARING – Continued

7. TRAVIS CREDIT UNION AT 3500 HILLCREST AVENUE (PD-22-03, UP-22-08, AR-22-07)

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

**To 11/15/2022 Adjourned Regular Meeting
for Adoption, 5/0**

- 1) **Zoning Map Amendment.** Introduce by title only and waive further reading of the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-22-03).

Reso No. 2022/188 adopted, 5/0

- 2) **Final Development Plan.** Adopt the resolution approving a Final Development Plan, Use Permit and Design Review, subject to conditions of approval (PD-22-03, UP-22-08 AR-22-07).

CEQA: The project is Categorically Exempt from CEQA pursuant to Section 15332 "In-Fill Development Projects."

COUNCIL MEMBER TORRES-WALKER REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEM #10 TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED 5/0

COUNCIL REGULAR AGENDA – Continued

10. REQUEST FOR QUALIFICATIONS (RFQ) NO. 030722 – NON-POLICE COMMUNITY CRISIS INTERVENTION RESPONSE PROVIDER FOR LOW LEVEL 911 CALLS AND RESOLUTION TO SELECT THE FELTON INSTITUTE TO DELIVER THE CITY'S "CRISIS ANTIOCH RESPONSE TEAM (CART)" PILOT PROGRAM

**Reso No. 2022/189 adopted with renaming the program
to "Angelo Quinto Crisis Response Team", 5/0**

Recommended Action: It is recommended that the City Council adopt the resolution that selects the Felton Institute to provide Non-Police Community Crisis Intervention Services.

COUNCIL REGULAR AGENDA – Continued

9. APPOINTMENT OF CORNELIUS H. JOHNSON AS CITY MANAGER AND APPROVAL OF AN EMPLOYMENT AGREEMENT WITH CORNELIUS H. JOHNSON FOR CITY MANAGER SERVICES

Council approved the agreement appointing Cornelius H. Johnson as City Manager for a term of two years, with an annual salary of \$266,400 (Salary Schedule Step C), 3/2 (Barbanica, Ogorchock)

Recommended Action: It is recommended that the City Council approve the Agreement appointing Cornelius H. Johnson as City Manager for a term of [REDACTED] years with an annual salary of \$[REDACTED] (Salary Schedule Step [REDACTED]) and authorizing the Mayor to sign the Agreement in a form approved the City Attorney.

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

THE REGULARLY SCHEDULED COUNCIL MEETING ON ELECTION DAY, NOVEMBER 8, 2022, WILL BE HELD ON TUESDAY, NOVEMBER 15, 2022.

ADJOURNMENT to Adjourned Regular Meeting on November 15, 2022 – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*

Motioned to adjourn Regular Meeting at 11:40 p.m., 5/0



25th Anniversary of the Antioch Veterans Memorial
Veterans Day – November 11, 2022

WHEREAS, on the 11th hour of the 11th day of the 11th month in 1918, the Great War, now known as World War I, came to an end with the signing of the Armistices by the German nation;

WHEREAS, our great country has been protected by countless brave and unselfish service men and women, who have answered the call to serve our Nation, who cherished liberty and made great sacrifices to advance the cause of freedom, principles of liberty, opportunity, and justice for all;

WHEREAS, to honor the dedication of the extraordinary Veterans of the United States Armed Forces, who protected our freedom in years past, and those who protect it today, the Antioch Veterans Memorial was conceived;

WHEREAS, in 1995, a national competition sponsored by the Veterans of Foreign Wars Post 6435 was announced for proposals to design and engineer a Veterans Memorial in the City of Antioch;

WHEREAS, John Silva, of Silva's Memorials, came up with a concept dedicated to all men and women who had served in the United States Armed Forces. The design was developed by his son, Jack, who presented their proposal to the VFW and Design Committee Members and it was awarded to Silva's Memorials;

WHEREAS, internationally renowned, Raymond Granite Co., worked with Silva's Memorials to construct and set up the Antioch Veterans Memorial near the Antioch Municipal Marina; and

WHEREAS, in 2021, muralist Javier Rocabado designed and created the Veterans Day Mural depicting the men and women of various ethnicities who served the United States Armed Forces on land, sea, and air, which can be viewed on a low wall near the Antioch Veterans Memorial.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim November 11, 2022 as "The 25th Anniversary of the Antioch Veterans Memorial" and invite all citizens to observe Veterans Day in memory and gratitude to our current and past veterans in the armed forces who have served and sacrificed in order to protect our freedoms.

OCTOBER 25, 2022

LAMAR A. THORPE, Mayor

1
10-25-22



THIRD ANNUAL

FALL-O-WEEN

THURSDAY & FRIDAY OCTOBER 27-28
4PM-7PM

MAZE, GAMES, CRAFTS, JUMPERS, FACE PAINT

PUMPKINS* & CANDY BAGS*

(*WHILE SUPPLIES LAST)

ANTIOCH WATER PARK
4701 LONE TREE WAY
\$5 PER PERSON**
[**EACH DAY]

ANTIOCH
CALIFORNIA
RECREATION DEPARTMENT

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

HAPPY
HALLOWEEN
TRUNK OR TREAT

SAT. OCTOBER 29, 2022
4PM-7PM

DELTA BOWL
3300 DELTA FAIR BLVD
ANTIOCH, CA 94509



VOLUNTEERS NEEDED
REGISTER BELOW



COME OUT TO ENJOY
SOME FAMILY FUN

*** OPEN TO ALL**



FOR ADDITIONAL INFO
PLEASE EMAIL YOUTH@ANTIOCHCA.GOV





Celebrate Antioch Foundation Presents



RIVERTOWN

TRUNK OR TREAT

KID'S FEST



Join us for a Car Show with Trunk or Treating, Store-To-Store Trick or Treating, Over 30 Vendors, Kids Costume Contest, Pet Costume Contest, Pin-Up Contest, Music and Activities!

Participating Stores on G Street & 2nd Street

**Saturday
Oct. 29th
11pm-4pm**



Costume Contest - 3pm @ Elite Dance Studio 314 G Street, Antioch, CA 94509



***Antioch Police Department
will be joining us and
passing out candy!***



ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

11-1-22

5 PM - 8 PM

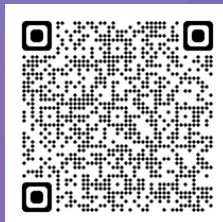
Día de los Muertos

**Nick Rodriguez
Center**

"This is not a program of the Antioch Unified School District (AUSD) and AUSD accepts no liability or responsibility for this program."

**Food Trucks, Ofrendas, Kids Craft Area, Entertainment
and more.**

Scan here to sign up to build an altar.



SAVE THE DATE

Friday, November 11, 2022

Pancake Breakfast: 8am Celebration: 9:30am Parade: 11am
Antioch Marina/Veterans Memorial

ANTIOCH VETERANS DAY

Celebration & Parade
HONORING ALL WHO SERVE



TRI DELTA TRANSIT



BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards and committees. Any interested resident is encouraged to apply for the vacancy listed below. To be considered for this volunteer position, a completed application must be received in the Office of the City Clerk **by the EXTENDED Deadline Date on October 28, 2022, by 5:00 p.m.** Applications are available at <https://www.antiochca.gov/#>.

➤ SALES TAX CITIZENS' OVERSIGHT COMMITTEE

Your interest and desire to serve our community is appreciated.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE

(EXTENDED Deadline date: 10/28/2022)

Four (4) Committee Members, full-term vacancies, expiring March 2026

- A Sales Tax Citizens' Oversight Committee has been established following the voters passing Ballot Measure C – Transaction and Use (Sales) Tax. This passed at the November 5, 2013 Consolidated Election. At the November 6, 2018 Consolidated Election, the voters passed Ballot Measure W – Transaction and Use (Sales) Tax.
- Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of maintaining Antioch's fiscal stability, police patrols, 911 emergency response, youth violence prevention programs; ensuring water quality/safety; repairing streets; cleaning up parks/illegal dumping; restoring youth afterschool/summer programs; and other essential services. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.
- The Committee shall meet at least twice a year. The meetings will be public.
- The Sales Tax Citizens' Oversight Committee consists of seven members who are Antioch residents. At least one member of the Committee shall have a financial, accounting or auditing background. The Committee will be nominated by the Mayor and approved by the City Council.
- Members of the Sales Tax Citizens' Oversight Committee will be required to file an annual "Statement of Economic Interest".

STAFF REPORT TO THE CITY COUNCIL

DATE: October 25, 2022

TO: Honorable Mayor Lamar Thorpe and Members of the City Council

SUBMITTED BY: Monserrat Cabral, Youth Services Network Manager

APPROVED BY: Tasha Johnson, Public Safety and Community Resources Department

SUBJECT: Youth Services Summer 2022 Accomplishments

DISCUSSION

The Youth Services Division is embedded in the newly established Department of Public Safety and Community Resources. This division focuses on building capacity by creating partnerships and collaborations with non-profit organizations, Antioch Unified School District (AUSD), and the community.

Summer 2022 is the 2nd year of youth programming and services for the City of Antioch. A video presentation was prepared that captures activities that took place between June 10 through August 19, 2022. (See https://weblative.info/Antioch_Youth_Services).

Throughout the summer, Youth Services streamlined processes and aligned the youth services goals with community needs. Programs and services focused on: Social Emotional Wellbeing, Workforce Development, Physical Health Enrichment, Civic and Social Engagement, and Academic Support.

Youth Services provided two paid workforce development programs, in which over 100 youth applied and 64 were selected to:

- 1) Build Antioch, a partnership with San Francisco Architectural Foundation, a 6-week paid internship program for 18 to 24-year-olds in which young adults received creative instruction and design training on architecture and presented a completed project to the City Council.
- 2) Springboard Project, a paid internship program for rising juniors and seniors that provides workforce development training and connects youth to job placements within various city departments.

Through intensified and creative recruitment efforts, the applicant pool increased significantly from 2021. The youth and young adults involved continue to be engaged in several City of Antioch youth centered endeavors such as Resource Recovery Ambassador Program through the Environmental Sustainability and Resiliency Division, Antioch Council of Teens (ACT), interviewers on grant review panels and 7 have even begun employment with the City of Antioch.

Antioch Council of Teens (ACT) youth met biweekly, throughout the summer, to plan the various community service opportunities, as well as socially engaging in activities for all Antioch youth. Antioch youth organized and hosted a back-pack give-a-way in collaboration with the City of Antioch's Juneteenth event.


In addition, to the staple city programs, Youth Services also offered 4 – week, full day enrichment camps for middle and high school students such as Art, Basketball, and Reading throughout the City. Cumulatively, camps served 50 youth.



STAFF REPORT TO THE CITY COUNCIL

DATE: October 25, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: Parks and Recreation 2022 Programs Update

DISCUSSION

The Parks and Recreation Department offers a wide range of programs and services to meet the needs of the Antioch Community. The department contains several divisions including Community Recreation, Special Events, Senior Services, Sports, and Parks & Facilities.

Each Division has experienced rapid growth over the past year as the Department strives to fill these growing needs. The Parks and Recreation Department's philosophy is to provide high quality programs that are accessible to all - regardless of physical, mental, or financial ability.

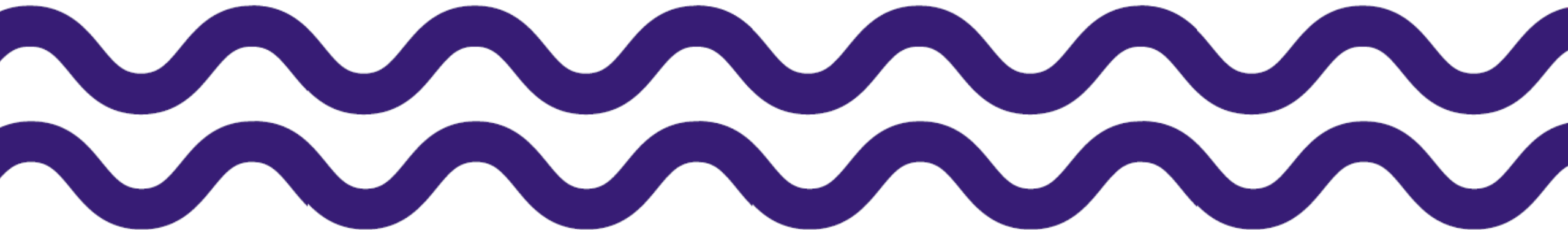
ATTACHMENTS

Presentation



Parks and Recreation 2022 Programs Update

Senior Center
Sports Programs
Community Recreation
Antioch Water Park



Antioch Senior Center

- Focus on uplifting Senior voices and increasing visibility
- Monthly “Coffee and Conversation” events
- Membership Numbers
 - March 2022 – 350 members
 - October 2022 – 600 members

Recreation Guide
Unifying and strengthening our community.

CITY OF ANTIOCH
150
SESQUICENTENNIAL • 1872-2022

Opportunity
thrives here.
Fall 2022

In Antioch, our mission is to deliver quality services with integrity, excellence, and innovation.

FOLLOW US ON SOCIAL MEDIA:
Facebook: [antiochrecreation](#)
Instagram: [antiochrec_ca](#)

September-December | Registration begins: July 25, 2022

Senior Center Programs – New Classes!

- Musicize
- Beginning Salsa
- Health Education
- Computer Assistance
- Sewing/Alteration



Senior Center – New Field Trips!

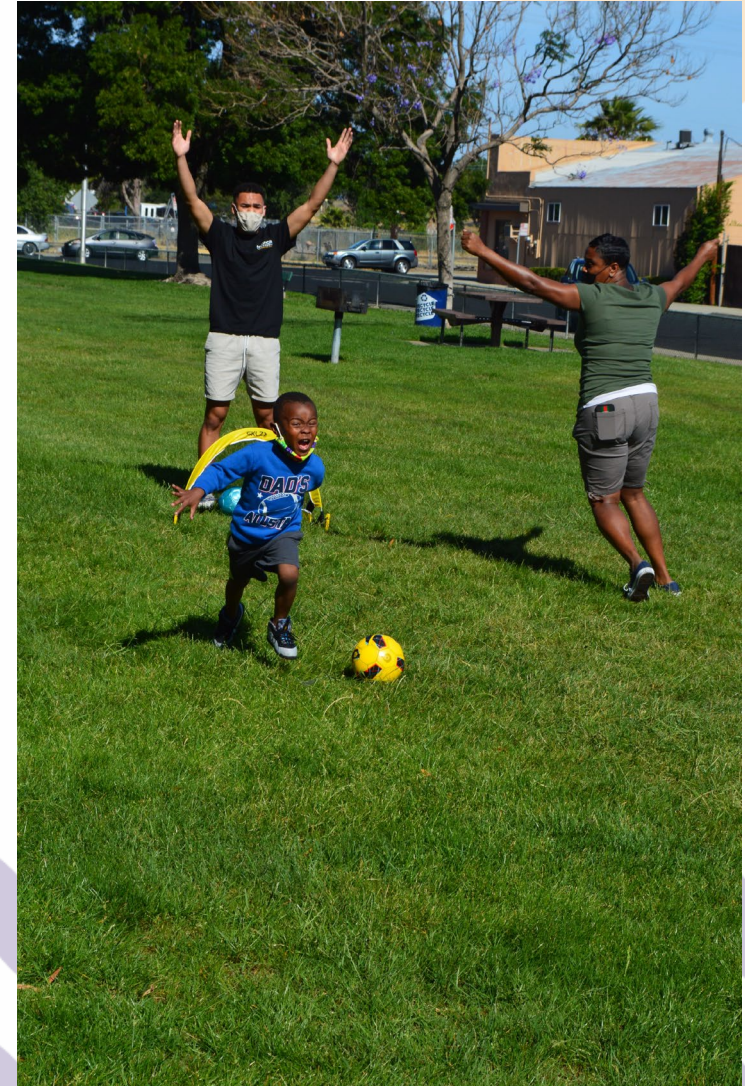
- Fishing Trip at Contra Loma
- A's Game
- Hornblower Cruise
- Red Hawk Casino
- Vasco Caves Regional Preserve
- Hard Rock Casino
- 49ers Game
- Shopping Trips



New Youth Sports Classes

Antioch Youth Sports Classes

- Low-cost skills and drills classes for local children.
 - **Each 4-week class costs \$29.**
- Expanded class locations throughout the City
 - Prosserville Park, Fairview Park, Diablo West Park, Community Park, and Antioch Community Center.
- Intro classes for Basketball and Soccer
- **Over 600 participants in the first year**



New Sports Summer Camp Program

Coyote Hills Summer Sports Camp

- Summer 2022: **140 participants**
 - Up from 60 in Summer 2021
- Focus on sports fundamentals, teamwork, health, and wellness.
- Staff Led, runs 8am-3:30pm each week of summer.



Youth Sports Leagues

Junior Warriors

- **433 local youth** grades K-8 participated in 2022.
- Fundamental skill development, sportsmanship, teamwork and fun.
- Each week consists of a 1-hour practice on weeknights and a 1-hour game on Saturdays.



Junior Giants

- **580 local youth** ages 5-13 participated in 2022, up from 350 in 2021.
 - 4th largest out of 79 total Jr. Giants agencies in 2022.
- **FREE** summer baseball program co-sponsored by the City of Antioch Recreation Department, the Antioch Police Activities League and the San Francisco Giants.



Adult Sports Programs

Adult Softball Leagues

- Over 800 players participating on 52 teams.
- Men's and Women's divisions offered on three different nights each week.



Adult Drop-In Sports

- Volleyball and Basketball Programs resumed in January 2022
- Drop-in price is \$5 per visit
- From January-June 2022 **over 900 visits**



Community Recreation Overview

• Youth:

- Preschool
- Parent's Night Out
- Summer Camp
- Seasonal Day Camps
- Be Exceptional Adaptive Classes
- Martial Arts
- Anime Drawing
- Online Driver's Ed

Adults:

- Zumba
- Tai Chi & Chi Gong
- Yoga
- Wills, Trust and Estates
- Kayaking Classes
- CPR & First Aid Classes
- Food Manager Certification

Special Events:

- MLK Day of Service
- Recreation Expo
- Juneteenth
- July 4th Celebration
- Multicultural Day
- Coastal Clean Up
- Fishing Debry
- Big Truck Day
- Fall-O-Ween
- Día de Los Muertos



By The Numbers

Key highlights

○ Summer day camp saw a 22% increase in participation compared to FY 21

○ Registrations 2,109

○ Drop In 430

○ Total 2,539

Special Events

Sesquicentennial Events

- 13 events celebrating 150 years
- Collaboration with Celebrate Antioch

Juneteenth 2-day event:

- Community Collaboration with Makin' Moves and Grace Arms of Antioch

Multicultural Festival:

- Community Collaboration with The Backyard Movement





The Future is Bright

- Rolling with Rec Bus
- Outdoor Education
- Adding more youth dance and art classes
- Adding more adult enrichment classes; Floral design, Hula Hoop fitness, Step aerobics, Cooking class
- Summer Concert Series
- More Culturally-Focused special events
- Expanded Scholarship Program

Antioch Water Park: New In 2022

- New software system
 - Website with online ticket sales, annual pass sales, reservable areas
 - ApplePay at AWP front gate and both concession stands
- Birthday party packages
- Lounger booking
- Updated park signage



Antioch Water Park: New In 2022

- Updated concession equipment & menu
- Allie's Oasis featuring Dippin' Dots
- New Splash Radio
- New Water Park After Dark special event series



Antioch Water Park 2021 vs 2022

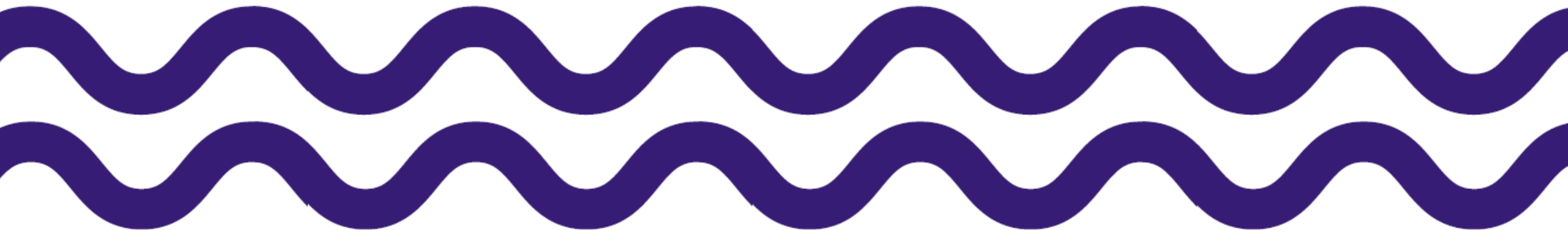
	2021	2022
General Admission Attendance	27,470	40,977
Season Passes Sold	188	526
Swim Lesson Participants	158	701
Water Aerobics Participants	187	201
Concession Sales	\$50,255.07	\$140,952.42





Thank you!

Brad Helfenberger
Parks and Recreation Director
(925) 779-7078
bhelfenberger@antiochca.gov



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

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

**September 13, 2022
Council Chambers**

6:15 P.M. - CLOSED SESSION

Mayor Pro Tem Barbanica called the Closed Session to order at 6:15 P.M. and Acting City Clerk Villanueva called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 3 Ogorchock, Mayor Pro Tem (District 2) Barbanica
Absent: Council/Agency Member District 4 Wilson and Mayor Thorpe

1. **PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957.
2. **CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Ana Cortez, Nikki Ausk, and Jeff Bailey; Employee organizations: Antioch Public Works Association.

PUBLIC COMMENT

Leslie May spoke in support of appointing Interim City Manager Johnson as permanent City Manager.

Mayor Thorpe arrived at 6:18 P.M.

Willie Mims, East County ECNAACP, spoke in support of appointing Interim City Manager Johnson as permanent City Manager.

Atticus Finch requested Closed Session Item #1 be continued so staff could provide a more accurate description of the agenda item.

Public comment submitted in writing was entered into the record from the following individual: Sandra White.

ADJOURN TO CLOSED SESSION

Mayor Thorpe adjourned to Closed Session at 6:25 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:01 P.M. and Acting City Clerk Villanueva called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 2) Barbanica and Mayor Thorpe

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER**, no reportable action; and **#2 CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action.

1. INTRODUCTION OF NEW CITY EMPLOYEES

Director of Human Resources Cortez introduced Samantha Peterson, Human Resources Technician who thanked Director of Human Resources Cortez for the introduction and stated she looked forward to serving the City of Antioch.

Interim Police Chief Ford introduced Lisa Reinke, Administrative Analyst II, Amanda Donahue, Police Records Supervisor, Diane Nieves, Lead Records Technician and Devin Eigard, Police Officer who thanked Interim Police Chief Ford for the introduction and stated they looked forward to serving the City of Antioch.

Director of Public Safety and Community Resources Johnson introduced Anita Robinson, Administrative Assistant II who thanked Director of Public Safety and Community Resources Johnson for the introduction and stated she looked forward to serving the City of Antioch.

Assistant City Manager Bayon Moore announced that Monserrat Cabral, Youth Services Network Manager was unable to attend this evening and would be recognized at a future Council meeting.

Director of Public Works/City Engineer Samuelson introduced Tania Briceno, Administrative Assistant, who thanked Director of Public Works/City Engineer Samuelson for the introduction and stated she looked forward to serving the City of Antioch.

Director of Community Development Ebbs introduced Joseph "Craig" Andrews, Building Inspection Services Manager who thanked Director of Community Development Ebbs for the presentation and stated he looked forward to serving the City of Antioch.

Mayor Thorpe welcomed the new and newly promoted employees. He acknowledged the diversity of employees serving the City and all City staff.

2. PROCLAMATIONS

Recognizing Library Card Sign-Up Month, September 2022
In Honor of Hispanic Heritage Month, September 2022

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously approved the proclamations.

Ms. Holmes accepted the *Recognizing Library Card Sign-Up Month, September 2022* proclamation.

Pastor Sandro Trujillo accepted the *In Honor of Hispanic Heritage Month, September 2022* proclamation.

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following civic and community event.

Coastal Clean Up Day – September 17, 2022

- Antioch Water Park, 4701 Lone Tree Way (behind the skate park), Antioch
- Antioch Marina, 5 Marina Plaza (at the foot of L Street), Antioch

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

Acting City Clerk Villanueva announced the following Board and Commission openings.

- Sales Tax Citizen's Oversight Committee
- Board of Administrative Appeals

He announced applications were available in the lobby of City Hall.

PUBLIC COMMENTS

Patricia Granados requested the Department of Justice (DOJ) add the past two former Police Chiefs to their investigation. She also requested they investigate which officers received illicit photos in exchange for preferential treatment. She spoke in support of the current leadership of the APD.

Beverly Knight suggested Council implement a citywide campaign to address litter, public street and parking lot maintenance.

Carolyn Simmons, Antioch resident, expressed concern regarding police officers who did not report the inappropriate behavior of other officers. She spoke in support of the APD releasing the names of the officers being investigated.

Kathryn Wade named the APD officers who had contact with her son and questioned if they were a part of the DOJ investigation. She requested the names of those being investigated be released.

Sandra Talbert discussed the death of her son and the involvement of the Pittsburg Police Department.

Ken Rickner, Antioch resident, Homeless Advocate and Chaplain, expressed concern that residents living in the Family/Senior Citizen Apartment Complex on East 18th Street were smoking, littering, and loitering adjacent to their home because smoking was not allowed on the premises. He requested Council consider requiring the facility to provide a smoking area on their own property.

Jeanne Krieg, Tri Delta Transit, announced she was retiring and introduced incoming CEO Rashidi Barns.

Rashidi Barns thanked Ms. Krieg for the introduction and stated he looked forward to working with the cities they represent.

Barbara Sobalvarro, Antioch Friends of Animal Services, invited everyone to attend their Fall Equinox Celebration from 1:00 P.M. to 3:00 P.M. on September 24, 2022, at the Antioch Animal Shelter. She reported that their organization had paid adoption fees through the pandemic.

Ronald Muhammad, Making Moves, announced they were hosting a Get Out to Vote event from 11:00 A.M.– 6:00 P.M. on September 25, 2022, at Williamson Ranch Park.

Leslie May reported after the last Council meeting her house was shot at and she reported it to the APD who had not responded. She announced that she was able to obtain the license plate of the responsible party and stated she would not be intimidated.

Willie Mims, ECNAACP, stated he was disappointed no action was reported out of Closed Session on the appointment of the City Manager.

Frank Sterling expressed concern regarding the appointment of the APOA President and requested that he be investigated.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Ogorchock reported on her attendance at the Cal Cities Conference and announced she was reelected to the Board.

Councilmember Wilson announced she would be attending Delta Diablo and Tri Delta Transit meetings in the near future.

Mayor Thorpe reported on his attendance at the Cal Cities Conference.

MAYOR'S COMMENTS

Mayor Thorpe reported on the actions Council had taken to address blight in the community and noted they would continue with these efforts.

5. PRESENTATION

Tim Haile, Contra Costa Transportation Authority Executive Director, gave a Connecting Communities PowerPoint presentation.

Mayor Thorpe thanked Mr. Haile for the presentation.

- 6. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 28, 2022**
 - B. APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 26, 2022**
 - C. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 9, 2022**
 - D. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 23, 2022**
 - E. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 26, 2022**
 - F. APPROVAL OF COUNCIL WARRANTS**
 - G. APPROVAL OF TREASURER'S REPORT FOR JUNE 2022**
 - H. APPROVAL OF TREASURER'S REPORT FOR JULY 2022**
 - I. APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - J. SECOND READING – RENT STABILIZATION ORDINANCE (*Introduced on 08/23/2022*)**
 - K. RESOLUTION NO. 2022/149 ADDENDUM TO LICENSE AGREEMENT WITH PACIFIC GAS AND ELECTRIC FOR A COMMUNITY RESOURCE CENTER AT THE NICK RODRIGUEZ COMMUNITY CENTER**
 - L. RESOLUTION NO. 2022/150 APPROVING A FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH 4LEAF, INC. TO PROVIDE SUPPORT TO THE BUILDING INSPECTION SERVICES DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT**

- M. **RESOLUTION NO. 2022/151** AUTHORIZE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LIND MARINE FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$220,000
- N. **RESOLUTION NO. 2022/152** LICENSE AGREEMENT FOR SEASONAL USE OF REAL PROPERTY LOCATED AT DELTA FAIR AND CENTURY BOULEVARDS (APN 074-080-029)
- O. **RESOLUTION NO. 2022/153** AMENDMENT TO THE FISCAL YEAR 2022/23 CAPITAL IMPROVEMENT AND OPERATING BUDGET TO INCLUDE THE BICYCLE ACCESS IMPROVEMENTS ASSOCIATED WITH THE ANTIOCH EBART STATION
- P. **RESOLUTION NO. 2022/154** CONSIDERATION OF BIDS FOR THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS (P.W. 503-19)
- Q. **RESOLUTION NO. 2022/155** ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE SPEED HUMP, SPEED TABLE AND RAISED CROSSWALK SYSTEM INSTALLATION PROJECT (P.W. 282-19)
- R. **RESOLUTION NO. 2022/156** ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS 2021/2022 (P.W. 507-18)
- S. **RESOLUTION NO. 2022/157** CONSIDERATION OF BIDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY PAVEMENT REHABILITATION, PHASE 9 (P.W. 678-9)
- T. **RESOLUTION NO. 2022/158** APPROVAL OF PURCHASE OF HYDRO EXCAVATION TRUCK UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT 101221-VAC WITH MUNICIPAL MAINTENANCE EQUIPMENT
- U. **RESOLUTION NO. 2022/159** APPROVING THE FINAL MAP FOR LAUREL RANCH SUBDIVISION 8741 (KB HOMES NORTH BAY) (P.W. 698)
- V. **RESOLUTION NO. 2022/160** AWARDING AN AGREEMENT WITH FRONTIER ENERGY FOR A ZERO EMISSION VEHICLE FEASIBILITY ASSESSMENT AND PROJECT MANAGEMENT SERVICES
- W. **RESOLUTION NO. 2022/161** AWARDING AN AGREEMENT WITH STOMMEL, INC. DBA LEHR FOR POLICE VEHICLE UPFITTING SERVICES
- X. **RESOLUTION NO. 2022/162** APPROVAL OF PURCHASE OF EIGHT (8) 2023 FORD HYBRID POLICE VEHICLES UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT NO. 091521-NAF WITH NATIONAL AUTO FLEET GROUP

- Y. **RESOLUTION NO. 2022/163 CRITICAL INCIDENT STRESS MANAGEMENT & WELLNESS CONTRACT**
- Z. **RESOLUTION NO. 2022/164 AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar with the exception of Items J, V and X which were removed for further discussion.

Item J – Jose Cordon, Kim Carlson, ACCE, Devin Williams, Raul Vasquez, Richmond resident, ACCE, Theresa Farias, ECRG, Silvia Angeles, ECRG, Rhea Laughlin, ECRG, Ethan Silverstein, ACCE, Jackie Zaneri, ACCE, Rev Millie Phillips, Faith Alliance for a Moral Economy, Victor Mora, ACCE, Betty Gabalden, Todos Santos Tenants Union, Nancy Martinez Ornelas, Antioch resident and Frank Sterling, thanked Council for supporting the Rent Stabilization Ordinance and requested Council roll back the effective date to August 23, 2022. Several speakers also requested a definition of housing services be included and asked Council to pass just cause and anti-harassment ordinances.

Willie Mims, ECNAACP, requested Council roll back the effective date of the ordinance to August 23, 2022, and he also requested comments made in Spanish be translated for the public.

Mayor Thorpe explained that headsets to translate comments were available from the City Clerk and translation services were also available via zoom.

Tachina Garnet thanked Council for their support of the Rent Stabilization Ordinance and requested Council roll back the effective date to January or at least April 2022.

Public comments submitted in writing were entered into the record from the following individuals: Debra Ballinger, Monument Impact and Rhea Laughlin.

Mayor Thorpe stated if Council supported retroactivity it would be a substantial change and the ordinance would have to be reintroduced at the next meeting.

City Attorney Smith confirmed that if Council wanted to make changes to the ordinance, they could specify the modifications and reintroduce the ordinance at the next Council meeting.

Councilmember Wilson supported retroactivity to August 23, 2022 and requested more clarity regarding housing services.

Councilmember Torres-Walker stated the housing services definition should include access to utilities, water, garbage services, pool, laundry facilities and parking.

Councilmember Barbanica stated he did not agree with the actions taken by corporate landlords; however, his lack of support for the ordinance was based on the results being too heavy handed for private landlords.

City Attorney Smith speaking to the following motion stated he would come back with a clear definition of housing services and Council could make modifications at that time if necessary.

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council directed staff to modify the ordinance to include retroactivity back to August 23, 2022, and to incorporate Housing Services as a part of the definition of rent; and reintroduce the ordinance on September 27, 2022. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

Mayor Thorpe declared a recess at 9:04 P.M. The meeting reconvened at 9:14 P.M. with all Councilmembers present.

Item R - Public comment submitted in writing was entered into the record from the following individual: Christine Clark

Item V – Director of Public Works/City Engineer Samuelson presented the staff report dated August 23, 2022, recommending the City Council adopt the resolution.

Councilmember Wilson acknowledged the City's commitment to changing to a clean energy fleet and providing public charging stations.

On motion by Councilmember Wilson, seconded by Councilmember Barbanica the City Council unanimously approved Item V.

Item X – In response to Councilmember Barbanica, Director of Public Works/City Engineer Samuelson explained they were confident that they could recommend the purchase of hybrid vehicles for patrol vehicles.

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously approved Item X.

PUBLIC HEARING

7. 300 G STREET RETAIL CANNABIS DISPENSARY (UP-22-01)

Director of Community Development Ebbs presented the staff report dated September 13, 2022, recommending the City Council adopt the Resolution approving a Use Permit to operate a retail cannabis dispensary subject to findings and Conditions of Approval (UP-22-01).

Mayor Thorpe stated he placed this item back on the agenda because there had been a misunderstanding. He reported that Councilmember Wilson had met with City Attorney Smith and concluded that she did not need to recuse herself from this item when it was originally brought before Council.

Sean McCauley reported that one of the main reasons he wanted to bring this project forward was to create foot traffic for the Downtown District.

Mayor Thorpe opened the public hearing.

Johnny Walker, Opponent, expressed concern that APD was lacking critical staffing and discussed criminal activity occurring near cannabis businesses in other cities. He commented that he had raised his hand to speak regarding Consent Calendar Item B and was not recognized.

In response to Mayor Thorpe, Captain Morefield reported there had been a couple minor incidences at cannabis businesses and a shooting at a dispensary that was not related to the business.

Mayor Thorpe commented that the city mandated cannabis businesses provide two armed guards during the day and one armed guard outside normal business hours.

Mayor Thorpe closed the public hearing.

In response to Councilmember Ogorchock, Director of Community Development Ebbs confirmed that condition #30 spoke to security guard requirements.

RESOLUTION NO. 2022/165

On motion by Mayor Thorpe, seconded by Councilmember Torres-Walker the City Council adopted the Resolution approving a Use Permit to operate a retail cannabis dispensary subject to findings and Conditions of Approval (UP-22-01). The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Barbanica, Ogorchock

8. ECONOMIC DEVELOPMENT STRATEGIC PLAN ADOPTION

Director of Economic Development Reed presented the staff report dated September 13, 2022, recommending the City Council adopt a resolution approving the 2022 Economic Development Strategic Plan including the "Reinvest Antioch" Economic Development Program - Action Plan and Toolkit.

Due to technical difficulties during the video presentation, Mayor Thorpe declared a recess at 9:44 P.M. The meeting reconvened at 9:45 P.M. with all Councilmembers present

Roger Dale, The Natelson Dale Group, provided the "Reinvest Antioch" Economic Development Program Action Plan and Tool Kit PowerPoint presentation.

Councilmembers Ogorchock and Wilson thanked Mr. Dale for the presentation.

Director of Economic Development Reed explained the "war chest" to provide development/business incentives and announced a workforce development job fair would take place on September 28, 2022, at the Antioch Community Center.

In response to Councilmember Barbanica, Director of Economic Development Reed explained the implementation of this plan would begin with funding and staffing. He noted they would be bringing in consultants because they were experts at completing the goals. He further noted there were elements of existing bay area industries that could be solicited to bring those companies that already employed Antioch residents to the City.

Councilmember Torres-Walker thanked Director of Economic Development Reed for the report and stated she understood his need for additional staff. She appreciated the commute data and the potential for local job opportunities.

Mayor Thorpe stated he believed the consultants did a good job and the failure to act on past plans was due to the lack of political will from previous elected officials. He stated Economic Development needed a budget to support these efforts.

RESOLUTION NO. 2022/166

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adopted a resolution approving the 2022 Economic Development Strategic Plan including the "Reinvest Antioch" Economic Development Program - Action Plan and Toolkit.

9. RESOLUTION ESTABLISHING ANNUAL AND/OR TOTAL MAXIMUM ON RECREATIONAL VEHICLE PERMITS

Director of Community Development Ebbs presented the staff report dated September 13, 2022, the City Council adopt the resolution establishing an annual cap of two hundred Recreational Vehicle Permits to be issued each calendar year.

Roshon Williams thanked the Council for approving the ordinance amendment and suggested those who hold permits have the first opportunity to receive a replacement if they relocated to another property within Antioch. She requested Council reconsider offering permits to those who did not already own a recreational vehicle and noted if the City maintained that option she would suggest a 30-day grace period for those who owned them.

Marlene Hartigan thanked Council for passing the ordinance and requested the allotment of permits be unlimited or increased to 800 for this year.

David Trebatich, Antioch resident, felt an annual cap of two hundred Recreational Vehicle Permits would be insufficient.

Michelle Barlow felt an annual cap of two hundred Recreational Vehicle Permits would be insufficient. She questioned what the process would be if a resident with a current permit moved within the City and asked if the permit list would be made public.

In response to Councilmember Torres-Walker, Director of Community Development Ebbs explained that they were allowing residents who did not currently own an RV to obtain a permit because it was brought to his attention that they would not want to purchase a recreational vehicle unless they had a permit to park it on their property. He noted the City would be permitting the property not the individual or recreational vehicle. He further noted if someone moved within the City they would have to acquire a new permit.

Councilmember Wilson expressed concern that residents who did not have or intend to purchase a recreational vehicle could obtain permits to limit the amount available.

Director of Community Development Ebbs responded that Council could amend the number of permits available, if the need increased; however, he did not anticipate the need for over 200 per year. He added that the amount of time a permit was valid was not defined.

In response to Councilmember Ogorchock, Director of Community Development Ebbs clarified CCRs were private agreements among neighbors that were tied to the property owner and the City did not enforce them. He noted enforcement of the City's permits would be complaint driven.

City Attorney Smith confirmed that the City did not enforce CCRs.

Mayor Thorpe stated his concern was related to making sure recreational vehicles did not create blight and that there was a strong application process with compliance follow up from staff. He noted a fee structure could provide for that process.

Director of Community Development Ebbs explained the new standards were firmer to prevent blight.

Councilmember Ogorchock expressed concern that there was no verification process. She felt two hundred Recreational Vehicle Permits would be excessive.

Councilmember Torres-Walker reminded Council that they had already voted on the ordinance.

Mayor Thorpe responded that the ordinance did not include the application process.

Director of Community Development Ebbs stated he believed the program would be successful and he asked for Council's support. He noted they could provide a status update to Council at any time.

A motion was made by Councilmember Torres-Walker and seconded by Mayor Thorpe to adopt the resolution establishing an annual cap of two hundred Recreational Vehicle Permits to be issued each calendar year.

Councilmember Wilson reiterated her concern regarding residents who obtain permits just to prevent others from receiving them.

Director of Community Development Ebbs responded that the application could ask if a recreational vehicle was owned or if the resident planned to purchase one in the future.

Councilmember Ogorchock stated she would support opening the permit process only for past permits spots that were no longer being utilized.

A vote taken on the previous motion to adopt the resolution failed by the following vote:

Ayes: Torres-Walker, Thorpe

Noes: Ogorchock, Wilson, Barbanica

Mayor Thorpe announced the program would begin on September 23, 2022, and all residents were welcomed to apply.

10. RESOLUTION SEEKING APPROVAL OF CITY CLERK'S REQUEST FOR THE CITY ATTORNEY TO PROVIDE MANAGERIAL OVERSIGHT OF THE CITY CLERK'S DEPARTMENT IN COOPERATION WITH THE CITY CLERK

City Attorney Smith presented the staff report dated September 13, 2022, the City Council adopt the resolution approving the City Clerk's request for the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk.

RESOLUTION NO. 2022/167

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council adopted the resolution approving the City Clerk's request for the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk. The motion carried the following vote:

Ayes: Torres-Walker, Ogorchock, Wilson, Barbanica

Noes: Thorpe

11. CODE ENFORCEMENT OFFICERS INCENTIVE PROGRAM

Human Resources Director Cortez presented the staff report dated September 13, 2022, recommending the City Council: Receive the update on Code Enforcement Officer staffing levels; and Provide direction to staff on developing and implementing a Code Enforcement Incentive Program.

In response to Councilmember Barbanica, Director of Human Resources Cortez explained there was a delay in starting the recruitment process due to a HR staffing shortage. She noted recruitment efforts began on August 22, 2022.

Councilmember Barbanica stated he supported an Incentive Program for Code Enforcement Officers; however, not to the level of the Antioch Police Department Incentive Program.

Mayor Thorpe spoke in support of the Code Enforcement Incentive Program with funds coming from Code Enforcement salary savings.

Councilmember Torres-Walker stated she wanted to look at this item after salary savings were depleted by the program.

Director of Community Development Ebbs commented that as the department grew to fourteen there would be space constraints and structural issues with regards to personnel. He noted the creation of a mid-supervisor position may also entice applicants.

Mayor Thorpe commented that this program would be reevaluated after one-year.

Council consensus directed staff to bring back a Code Enforcement Incentive Program.

12. EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR QUALIFIED LATERAL AND ENTRY LEVEL POLICE OFFICERS

Interim Police Chief Steven Ford presented the staff report dated September 13, 2022, recommending the City Council:

- 1) Determine whether or not the following clawback provision should be included to require employees benefiting from the signing bonus and incentive program to reimburse the City for the bonuses as outlined below:
 - a. If separation occurs before completion of the probationary period, applicant shall reimburse the City for \$15,000.
 - b. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for \$17,500.
 - c. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for \$20,000 (Exhibit A to the staff report) or \$22,500 (Exhibit B to the staff report).
 - d. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for \$22,500 (Exhibit A to the staff report) or \$25,000 (Exhibit B to the staff report).
- 2) Adopt the resolution authorizing an increase in employee referral and recruitment signing bonus and incentive program for qualified lateral and entry level (academy graduate and recruit) Police Officers:

- a. [with or without] a clawback provision and
- b. in the total amount of [\$25,000 (Exhibit A) or \$30,000 (Exhibit B)].

Councilmember Barbanica and Ogorchock stated they supported the employee referral and recruitment signing bonus and incentive program in the total amount of \$25,000.

Mayor Thorpe stated he supported the employee referral and recruitment signing bonus and incentive program in the total amount of \$30,000.

Councilmember Torres-Walker supported the employee referral and recruitment signing bonus and incentive program for either of the total amounts of \$25,000 or \$30,000; however, she did not support awarding \$15,000 for the successful completion of field training. She suggested the increment amounts be adjusted to \$5,000 upon successful completion of FTO, \$10,000 upon successful completion of probation and \$5,000 upon 3 years, 4 years and 5 years of service.

Mayor Thorpe and Interim Police Chief Ford explained the goal of front loading at \$15,000 was to generate interest and allow the City to create a pool of candidates. Interim Police Chief Ford added that it was the relationship between the members and leadership of the organization that would make new employees want to stay.

Councilmember Torres-Walker stated she would not support front loading the incentive program at \$15,000 and discussed the feasibility of the clawback/repayment provision.

Councilmember Barbanica felt lowering the initial amount below the current incentive would make the new program pointless. He noted it would be difficult to recover money from people the city had separated employment with; however, he believed it could be possible.

City Attorney Smith explained that he did not support the clawback provision because it would cost the City more to try to recover the money, than the incentive.

Councilmember Barbanica stated he could not support the program without the clawback/repayment option because it was the public's money.

Captain Morefield commented if the incentive was not returned upon separation, the City would have to sue the employee to get the money back.

Councilmember Torres-Walker reiterated that she did not agree with frontloading the program with \$15,000 and noted a clawback provision requiring additional funds to get the money back would be irresponsible. She stated she wanted to support incentives; however, not as currently proposed. She wished Interim Police Chief Ford the best moving forward.

Interim Police Chief Ford commented that he believed these were unprecedented times and the City needed to be creative and forward thinking with this incentive package.

Councilmember Torres-Walker questioned at what point would the City lose the ability to utilize salary savings.

Interim Police Chief Ford responded that they would be aggressive with recruiting efforts; however, it was a lengthy process, and it was unlikely that they could fill all the positions.

Mayor Thorpe clarified that this was a one-year program and Council would be reevaluating whether to continue the program.

City Attorney Smith stated there were two parts to the recommended action so if Council knew whether they would be supporting the clawback provision they could go straight to adoption of the resolution.

RESOLUTION NO. 2022/168

On motion by Mayor Thorpe, seconded by Councilmember Wilson the City Council adopted the resolution authorizing an increase in employee referral and recruitment signing bonus and incentive program for qualified lateral and entry level (academy graduate and recruit) Police Officers in the total amount of \$30,000 with the clawback provision. The motion carried the following vote:

Ayes: Ogorchock, Wilson, Thorpe

Noes: Torres-Walker, Barbanica

PUBLIC COMMENT

Andrew Becker reported he had submitted a speaker card regarding Consent Calendar Items N and U, and he was not recognized to speak. With regards to Item N, he commented that the site was identified viable for a Homekey application and expressed concern that the lease and billboard on the property would impede the process if a housing development came forward. With regards to Consent Calendar Item U, Mr. Becker stated the Laurel Ranch subdivision should be subject to affordable housing in lieu fees.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Wilson commented that she had never seen a Consent Calendar that had Items A-Z.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 11:27 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

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

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

**September 27, 2022
Council Chambers**

6:00 P.M. - CLOSED SESSION

Mayor Thorpe called the meeting to order at 6:00 P.M. and Acting City Clerk Rosales called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 2) Barbanica and Mayor Thorpe

PUBLIC COMMENTS

Ralph Hernandez, Antioch resident, speaking on behalf of Norma Hernandez and himself, spoke in support of appointing Interim City Manager Johnson as permanent City Manager.

CLOSED SESSION:

1. **PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957.
2. **CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Ana Cortez, Nikki Ausk, and Jeff Bailey; Employee organizations: Antioch Public Works Association.

ADJOURN TO CLOSED SESSION

Mayor Thorpe adjourned to Closed Session at 6:04 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:02 P.M. and led a moment of silence in memory of Gianaton Vincent Comfort and announced the meeting would be adjourned in his memory.

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

ROLL CALL

Acting City Clerk Rosales called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 2) Barbanica and Mayor Thorpe

B

10-25-22

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER**, Council motioned to direct the City Attorney to prepare a contract for the appointment of Cornelius Johnson as permanent City Manager by a 3/2 vote with Councilmembers Ogorchock and Barbanica voting no; and, **#2 CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action.

Mayor Thorpe announced he was going to ask for a motion to suspend the rules because there were several public comments related to Rent Stabilization. He reported he was not going to attend this meeting or the next Council meeting as he would be out of town; however, he anticipated some items would be split votes, so he decided to attend this evening and move those items up to be heard as the next order of business.

ON MOTION BY MAYOR THORPE, SECONDED BY COUNCILMEMBER WILSON, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED THE FOLLOWING ITEMS TO BE HEARD PRIOR TO ITEM 1 ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS: PUBLIC HEARING ITEMS 8 AND 5.

Mayor Thorpe announced he moved up the incorrect agenda item and made the following motion to suspend the rules.

ON MOTION BY MAYOR THORPE, SECONDED BY COUNCILMEMBER TORRES-WALKER, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED THE FOLLOWING ITEM TO BE HEARD PRIOR TO PUBLIC HEARING ITEMS 5 AND 8; PUBLIC HEARING ITEM 7.

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

- 7. UP-22-09 USE PERMIT FOR 2615 SOMERSVILLE ROAD CANNABIS DISPENSARY – THE APPLICANT IS SEEKING USE PERMIT APPROVAL TO OPERATE A NEW RETAIL CANNABIS DISPENSARY AT 2615 SOMERSVILLE ROAD. THE SUBJECT SITE IS A 25,000 SQUARE FOOT LOT WITH AN EXISTING 4,057 SQUARE FOOT COMMERCIAL BUILDING BUILT IN 1975. THE BUSINESS IS PROPOSED TO OPERATE FROM 9AM-8PM, SEVEN (7) DAYS A WEEK.**

Planning Manager Hersch presented the staff report dated September 27, 2022, recommending the City Council adopt the resolution approving UP-22-09, a Use Permit for a new cannabis dispensary at 2615 Somersville Road.

Mayor Thorpe opened the public hearing.

Anthony Cardenalli, Proponent, spoke in support of the City Council approving their project. He provided his personal and professional history as well as a history of the property. He reviewed their security plan, odor mitigation plan, and business practices. He stated their goal was to rehabilitate a vacant building and drive foot traffic to the area. He explained that they were a minority owned business and stated he looked forward to Council's approval.

Ralph Hernandez, Opponent, Antioch resident, spoke in opposition to this project noting it did not meet the City's requirements with regards to their impact on sensitive areas. Additionally, he stated this business was illegal according to federal law and requested Council oppose the resolution.

Patricia Granados, Elsa Stevens, and Ronald Mohamad spoke in support of the proposed cannabis business.

Andrew Becker spoke in support of the cannabis industry, small business, and this project. He stated his concern was related to the cannabis overlay as it pertained to this parcel and future potential development at the Somersville Towne Center and mixed-use development at the project site. He stated staff did not address closeness of this project to the youth centers currently located in the Somersville Towne Center. He encouraged the applicant to consider an alternative location.

Leslie May spoke in support of this business and noted she was also concerned the separation requirements had not been addressed. She stated if this location was not viable, Council should approve an alternative location that met city requirements.

Mayor Thorpe closed the public hearing

Councilmember Barbanica stated he wanted business in his district; however, his stance was that there were too many dispensaries within the community. He commented he did not support the overlay because it was inadequate. He stated if this site did not work out for the applicant, he wished him the best in his business endeavors.

In response to Councilmember Ogorchock, Director of Community Development Ebbs stated he was unaware if the school in this area for special needs children was still opened.

RESOLUTION NO. 2022/169

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council adopted the resolution approving UP-22-09, a Use Permit for a new cannabis dispensary at 2615 Somersville Road. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

5. RENT STABILIZATION ORDINANCE – FIRST READING

City Attorney Smith presented the staff report dated September 27, 2022, recommending the City Council introduce the Rent Stabilization Ordinance by title only and waive further reading.

Mayor Thorpe opened the public hearing.

Jackie Zaneri and Ethan Silverstein, ACCE, Proponents, spoke in support of the rent stabilization ordinance and asked Council to approve it as presented.

City Clerk Householder announced transmitters were available for English speakers wanting comments translated from Spanish.

Shagoofa Khan, Monument Impact, Ralph Hernandez, Antioch resident, Nicholas Lombardi, ACCE, Kim Carlson, Delta Pines Apartment resident, Devin Williams, ACCE, Stephany Morris, Monument Impact, Treyeyon Carlson, Antioch resident, ACCE, Della Bras, ACCE, Judith Ortiz, Monument Impact, Regina Berny, Monument Impact, Rev Millie Phillips, Faith Alliance for a Moral Economy, Yolanda Roberts, Delta Pines Apartment resident, ACCE, Edith Pastrano, ACCE, James Daniels, ACCE, Lestor Geoffrey, Monument Impact, Juan Gonzalez, ACCE, Tonya Dean, ECRG, Brendon O'Laskey, ECRG, Teresa Farias, ECRG, Rosio Aramboro, ECRG, Rocheall Pierre, ECRG, Dulce Franco, Casa Blanca Apartment resident, ECRG, Cecelia Perez-Mejia, First 5 and ECRG, Lawrence Elliott, Casa Blanca Apartment resident, Nancy Martinez, ACCE, Keiri Mejia, Antioch resident, ACCE, Jose Cardone, Erika McBroom, ECRG on behalf of Christine Clark, Myriam Saenz, ECRG, Francisco Torres, Betty Gobaldon, Todos Santos Tenant Union, Berta Beltran, Ali Uscilka, Healthy and Active Before 5, Eduardo Torres, Tenants Together, Patricia Granados, James Herard, Lift Up Contra Costa, Elsa Stevens, Chris Schlidt, Urban Habitat and Edgar Martinez spoke in support of the rent stabilization and asked Council to approve the ordinance. Several speakers requested Council include just cause and anti-harassment protections as well as a rental inspection program. Some speakers also discussed substandard living conditions and inadequate property management.

Linda Willis, Twin Creeks Apartment resident, ACCE, discussed substandard inadequate property management and requested Council make the rent stabilization ordinance retroactive to January.

Andrew Becker questioned why the City had not provided rental assistance to tenants with funds they had received for these purposes.

Mayor Thorpe closed the public hearing.

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council introduced the Rent Stabilization Ordinance by title only and waived further reading. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

Mayor Thorpe thanked the public speakers for their comments.

Mayor Thorpe declared a recess at 9:43 P.M. In the absence of Mayor Thorpe, Mayor Pro Tem Barbanica reconvened the meeting at 9:53 P.M. with all Councilmembers present with the exception of Mayor Thorpe. Mayor Pro Tem Barbanica presided over the remainder of the meeting.

ON MOTION BY COUNCILMEMBER WILSON, SECONDED BY COUNCILMEMBER TORRES-WALKER, THE CITY COUNCIL MEMBERS PRESENT UNANIMOUSLY SUSPENDED THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEM #9 TO BE HEARD BEFORE PUBLIC HEARING ITEM #8.

COUNCIL REGULAR AGENDA

9. TRAFFIC CALMING NEEDS IN THE CITY OF ANTIOCH

Elvy Rosales, Antioch resident, stated she lost her partner to a fatal vehicle accident on James Donlon Blvd. and requested safety measures be installed on the road such as signage, speed humps, road markings, cameras, and rumble strips.

Leslie May, Antioch resident, stated she had applied for speed bumps on West 9th Street, and asked staff to provide a status of her request. She discussed unsafe driving maneuvers occurring in the area that had resulted in accidents. She suggested roundabouts be installed in the area.

Melissa Case reported she had not received a response to an email she sent to the Councilmember representing her District regarding her safety concerns related to James Donlon Blvd. She suggested additional stop signs be installed in the area.

Devin Williams expressed concern regarding speeding traffic on Observation Way, Coliseum Way and Mokelumne Drive. He reported that he began the process through the City for traffic calming measures for the area and he was unaware of the status.

Andrew Becker suggested the City be proactive in finding solutions for traffic calming.

Councilmember Wilson spoke in support of road marking signs. She suggested the following roadways be considered for traffic calming measures: Mokelumne Drive, Prewett, James Donlon Blvd., Silverado Way, Gentrytown Drive, Garrow Drive, Davison Drive and Oneida Way.

In response to Councilmember Wilson, Director of Public Works/City Engineer Samuelson explained the Neighborhood Traffic Calming Program was active and they were currently designing the second project. He noted they had an active list of streets that were approved,

currently being evaluated and had yet to be evaluated. He further noted there was a process and policy for considering all requests.

Councilmember Ogorchock offered her condolences to Ms. Rosales for her loss. She stated she understood the concerns related to James Donlon Blvd and supported measures to slow traffic in the area. She suggested the decoy police vehicle be utilized. She also suggested the City work with the school district to share costs for crossing guards near school sites.

In response to Councilmember Torres-Walker, Director of Public Works/City Engineer Samuelson reported staff was evaluating James Donlon Blvd and 10th Street outside of the traffic calming petition process.

Councilmember Torres-Walker offered her condolences to Ms. Rosales for her loss. She requested Director of Public Works/City Engineer Samuelson investigate whether West 9th Street, Cavallo Road, West 10th Street and Sycamore Drive had been considered for traffic calming. She stated items suggested for consideration included rumble strips, raised crosswalks, roadway markings, speed humps and signage.

In response to Councilmember Torres-Walker, Director of Public Works/City Engineer Samuelson stated the City was actively installing speed humps and raised crosswalks. He confirmed that rumble strips, signage and striping could be effective. He stated they were attempting to get grant funding for signalized crossings on James Donlon Blvd, Lone Tree Way and Hillcrest Avenue. He explained that they actively evaluated and installed traffic calming devices outside of the petition process. He cautioned against going forward with speed humps absent the petition process because if installed without approval, they would have to be removed if they received complaints. He noted the process was developed to ensure the community agreed. He further noted there were other traffic calming measures that could be installed that did not need to go through that process. He stated he would consider portions of Sycamore Drive, West 10th Street and Cavallo Road residential. He added that another factor to consider was the impact of installing speed humps on main roadways traveled by emergency vehicles.

Mayor Pro Tem Barbanica stated the City had statistical information for traffic fatalities, collisions and citations as well as average speeds from radar surveys. He supported roundabouts and slowing traffic along James Donlon Blvd. He requested staff acquire data from the Antioch Police Department, prioritize areas and return to Council with recommendations on how they should be addressed.

Director of Public Works/City Engineer Samuelson responded that he would encourage Council to review the local road and safety plan which addressed staff's recommendations. He noted James Donlon Blvd. and 10th Streets were his highest priority. He added that he was a proponent of roundabouts; however, the challenge on James Donlon would be acquiring the right of way necessary to install them. He noted they were looking at all options for traffic calming measures in the area. He confirmed that he would have a report back to Council on James Donlon Blvd in the next couple of months.

Mayor Pro Tem Barbanica requested Director of Public Works/City Engineer Samuelson report back to Council as soon as possible.

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

- 8. UP-22-06 USE PERMIT FOR DELTA VIEW NURSERY 2101 WEST 10TH STREET, SUITE C – THE APPLICANT IS SEEKING USE PERMIT APPROVAL FOR A NEW CANNABIS NURSERY AT 2101 WEST 10TH STREET, SUITE C. THE SUBJECT SITE IS 1.95 ACRES WITH AN EXISTING 25,380 SQUARE FOOT BUILDING BUILT IN 2005. THERE ARE EXISTING DISPENSARY, CULTIVATION, AND MANUFACTURING USES WITHIN THE BUILDING.**

Planning Manager Hersch presented the staff report dated September 27, 2022, recommending the City Council adopt the resolution approving a Use Permit (UP-22-06) for a cannabis nursery at 2101 West 10th Street.

Mayor Pro Tem Barbanica opened the public hearing.

The applicant stated he was available to answer any questions this evening.

Ralph Hernandez, Antioch resident, Opponent, stated he was opposed to this cannabis business and noted it was illegal according to federal law. He discussed his professional experiences and the consequences of illegal drugs. He expressed concern for oversaturation of cannabis businesses in Antioch and requested Council oppose the resolution.

Mayor Pro Tem Barbanica announced Mayor Thorpe returned to the meeting via zoom at 10:38 P.M. Mayor Pro Tem Barbanica continued to preside over the meeting.

Leslie May expressed concern regarding the potential for an electrical fire that could occur from a cultivation facility.

Andrew Becker commented that City ensured businesses were code compliant during the permit process. He stated state regulatory oversight of cannabis businesses was positive and thorough. He discussed the positive impact these businesses had on the community.

Mayor Pro Tem Barbanica closed the public hearing.

In response to Councilmember Ogorchock and Mayor Pro Tem Barbanica, Mr. Hoke confirmed the location of this business and discussed their security plan. He explained that they were going to use 90% of what they cloned for their own cultivation and 10% may be sold to the public through their website and picked up at their dispensary.

RESOLUTION NO. 2022/170

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council unanimously adopted the resolution approving a Use Permit (UP-22-06) for a cannabis nursery at 2101 West 10th Street.

1. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following civic and community events.

- Fall Fest & Barbeque Cook-off – October 1, 2022
- Free Kids Fishing Derby – October 8, 2022

2. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings.

- Sales Tax Citizens' Oversight Committee
- Board of Administrative Appeals

For more information, visit: www.bit.ly/ApplyAntioch.

In response to Councilmember Ogorchock, City Clerk Householder explained that the deadline date for applications had been extended because they had not received enough applications to fill the vacancies.

PUBLIC COMMENTS

Lacey Ferguson discussed a public statement she made regarding a personal relationship she had with an elected official.

City Clerk Householder announced Mayor Thorpe left the Council meeting at 10:53 P.M.

Ralph Hernandez, Antioch resident, endorsed the following candidates: Mary Rocha for Antioch School Board, District 1, Diane Gibson Grey, City Council District 1 and Lori Ogorchock City Council District 4.

Leslie May, Antioch resident, reported her niece was attacked at work and asked that the incident be investigated. She stated she was neutral on allegations made against an elected official and believed it should remain a civil matter.

Daniel Solorio, Antioch resident, expressed concern for Antioch leadership and requested the Mayor resign.

Melissa Case expressed concern for the lack of response from her District Councilmember regarding issues in District 4. She also expressed concern regarding the treatment of women by an elected official. She endorsed Councilmember Ogorchock for District 4.

Sandra White expressed concern regarding the conduct of an elected official and voiced her support for those in community who were victims of sexual exploitation, sexual harassment, sexual assault, sexual battery, and sex trafficking.

Erica Raulston yielded her speaker time to Leslie May.

Leslie May reported she had listened to the statement from Ms. Ferguson regarding a consensual relationship she had with an elected official and explained that she did not condone sexual assault, sexual harassment, sex trafficking or discussion of sexual relationships.

Lindsay Amezcua yielded her speaker time to Sandra White.

Sandra White stated claims of retaliatory behavior from an elected official should be taken seriously and she offered assist those in need with resources.

Jessica Mendoza expressed concern regarding safety issues related to the barrier walls that were installed on "L" street and Lemontree. She requested the barriers be removed.

Juan Gonzalez agreed with Ms. Mendoza regarding the barriers on "L" Street. He spoke in support of Councilmembers Torres-Walker and Wilson

Devin Williams spoke in support of Mayor Thorpe and Councilmembers Wilson and Torres-Walker.

Tachina (China) Garrett spoke in support of Councilmembers Torres-Walker and Wilson. She stated she believed personal relationships should not be discussed in Council Chambers.

Patricia Granados thanked Councilmember Wilson for her work and dedication to the City. She voiced her support for the victims of sexual misconduct and stated she hoped those responsible would be held accountable. She also spoke in support of the leadership of Antioch. She suggested the City look into reparations for marginalized communities.

Andrew Becker agreed the road closure of "L" Street was problematic. He cautioned the community against victim blaming.

Bruce Ohlson discussed mitigations that they would like Antioch to ask Brentwood to request Costco provide related to the trail system.

Rhea Laughlin, First 5 Contra Costa and ECRG, thanked Councilmember Torres-Walker, Councilmember Wilson and Mayor Thorpe for passing the Rent Stabilization Ordinance

Megan Becker discussed allegations made against an elected official and recognized those who came forward regardless of the potential for repercussions.

Public comments submitted in writing were entered into the record from the following individuals: Jim Lanter and Nita Delnay.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker commented that every individual story and experience mattered. She discussed her support of families who had been the victims of violent crimes. She thanked Ms. White for her comments this evening and reported on a conversation she had with her regarding the previous election.

Councilmember Wilson announced she would be attending Tri Delta on September 28, 2022.

MAYOR'S COMMENTS – None

3. PRESENTATION

Build Antioch 2022 Design Studio

Mayor Pro Tem Barbanica announced this item would be continued to the October 11, 2022, City Council meeting.

- 4. CONSENT CALENDAR for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency**
 - A. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 9, 2022**
 - B. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 23, 2022**
 - C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 26, 2022**
 - D. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 13, 2022**
 - E. APPROVAL OF COUNCIL WARRANTS**
 - F. RESOLUTION NO. 2022/171 AND S.A. RESOLUTION NO. 2022/38 UPDATED CONFLICT OF INTEREST CODE FOR THE CITY OF ANTIOCH AND CITY AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**
 - G. RESOLUTION NO. 2022/172 SHORT TERM LEASE AGREEMENT WITH RIVERTOWN JAMBOREE FOR TEMPORARY OFFICE SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**

- H. **RESOLUTION NO. 2022/173 SHORT TERM LEASE AGREEMENT WITH TODOS UNIDOS FOR TEMPORARY OFFICE SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**
- I. **RESOLUTION NO. 2022/174 SHORT TERM LEASE AGREEMENT WITH PRISON FROM THE INSIDE OUT FOR TEMPORARY OFFICE SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**
- J. **RESOLUTION NO. 2022/175 SHORT TERM LEASE AGREEMENT WITH MISSION POSSIBLE FOR TEMPORARY OFFICE SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**
- K. **RESOLUTION NO. 2022/176 AUTHORIZATION FOR THE CITY MANAGER TO PURCHASE ADVERTISING WITH NORTHWEST MEDIA PARTNERS FOR THE FACES OF OPPORTUNITY CAMPAIGN FOR AN AMOUNT NOT TO EXCEED \$60,000 FOR FISCAL YEAR 2022/23**
- L. **RESOLUTION NO. 2022/177 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE TRENCHLESS REHABILITATION OF SANITARY SEWER MAIN USING CURED IN PLACE PIPE AT VARIOUS LOCATIONS (P.W. 684-2)**
- M. **RESOLUTION NO. 2022/178 CONSIDERATION OF BIDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS 2022/23 (P.W. 507-19)**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council members present unanimously approved the Council Consent Calendar.

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

- 6. **PUBLIC HEARING TO REVIEW ACCOMPLISHMENTS FOR FISCAL YEAR 2021-22 CDBG AND HOUSING SUCCESSOR FUNDS REPORTED IN THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER); AND REVIEW OF PRIORITY NEEDS AND STRATEGIES FOR THE 2023-24 CDBG ACTION PLAN**

CDBG/Housing Consultant House presented the staff report dated September 27, 2022, recommending the City Council receive and consider public comment on the Fiscal Year 2021-22 CAPER year-end report, detailing achievements of programs funded with CDBG and Housing Successor funds for housing, homeless, and community services to improve the quality of life of lower income Antioch residents and neighborhoods. 2) It is recommended that the City Council receive and consider public comment on the Priority Needs and Strategies for the 2023-24 Action Plan.

Mayor Pro Tem Barbanica opened the public hearing.

Andrew Becker spoke in support of the CDBG program. He stated the City struggled with rental assistance for tenants from Corona Virus funding. He noted this was an important issue and applications should have been responded to in a timely manner.

Mayor Pro Tem Barbanica closed the public hearing.

In response to Councilmember Ogorchock, CDBG/Housing Consultant House explained the remaining balance for CV1&3 were in part the second grouping of funds they received from HUD. She reported the program was halted while the state program took over because the CDBG (CV) funds came with more restrictions. She noted the funds were being utilized now and they were available for those who needed assistance if assistance was related to lost income due to COVID. She reported they funded two programs for Shelter Inc. at double the normal rate, which had helped with move in costs and down payment assistance. She noted the tenant landlord counseling program and legal assistance for those facing evictions was amped up from its usual allocation.

In response to Councilmember Torres-Walker, CDBG/Housing Consultant House stated that a person qualified for state funding would not be restricted from accessing CV funds if their issue was related to COVID.

Mayor Pro Tem Barbanica thanked CDBG/Housing Consultant House for her work on the CDBG program.

PUBLIC COMMENT – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – None

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adjourned the meeting at 12:01 A.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Meeting Minutes of October 11, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of October 11, 2022, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

100 General Fund

Non Departmental

00402913 MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	3,574.37
00402919 PARS	PAYROLL	5,149.23
00402978 COLONIAL LIFE	INSURANCE PREMIUM	896.97
00943772 NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,755.24

City Council

00402983 COSTCO	SUPPLIES	125.52
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City Attorney

00402864 BERTRAND FOX & ELLIOT	LEGAL SERVICES	2,806.53
00402915 OFFICE DEPOT INC	SUPPLIES	18.79
00402931 SHRED IT INC	SHRED SERVICES	107.01
00402969 BERTRAND FOX & ELLIOT	LEGAL SERVICES	2,647.00
00403014 LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	6,737.50
00403025 MEYERS NAVE A PROFESSIONAL CORPORATION	LEGAL SERVICES	57,483.62

City Manager

00402952 AMBIUS	PROFESSIONAL SERVICES	322.24
00402983 COSTCO	SUPPLIES	267.75
00403036 RACE FORWARD	MEMBERSHIP DUES	1,000.00

City Clerk

00402882 DELIA COLORADO	INTERPRETATION SERVICES	300.00
00402899 INTERNATIONAL CONTACT INC	INTERPRETATION SERVICES	750.00
00402913 MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	3.89
00402924 Q2 DATA AND RESEARCH LLC	CONSULTING SERVICES	50,000.00
00402927 ROSALES, VANESSA ROSE	EXPENSE REIMBURSEMENT	1,133.29
00402931 SHRED IT INC	SHRED SERVICES	53.51
00402996 EIDEN, KITTY J	PROFESSIONAL SERVICES	1,975.00
00403030 OFFICE DEPOT INC	SUPPLIES	197.42
00943751 BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	247.50
00943757 DELL COMPUTER CORP	SOFTWARE	55.56
00943758 EIDIM GROUP, INC	SUPPLIES	12,042.47

City Treasurer

00403017 LOOMIS ARMORED LLC	ARMORED CAR PICKUP	10.57
00943769 PFM ASSET MANAGEMENT LLC	CONSULTING SERVICES	11,381.54

Human Resources

00402931 SHRED IT INC	SHRED SERVICES	107.01
00402974 CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00403020 EMPLOYEE	RETIREMENT GIFT	300.00
00403024 EMPLOYEE	RETIREMENT GIFT	350.00
00403030 OFFICE DEPOT INC	OFFICE SUPPLIES	157.39
00403034 EMPLOYEE	RETIREMENT GIFT	250.00
00403047 STERICYCLE INC	SHRED IT CONTAINER SETUP	82.50
00403055 EMPLOYEE	RETIREMENT GIFT	350.00

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

Economic Development

00402862 BANK OF AMERICA

VARIOUS BUSINESS EXPENSES 130.31

Finance Administration

00402966 BANK OF AMERICA

VARIOUS BUSINESS EXPENSES 135.00

Finance Accounting

00402931 SHRED IT INC

SHRED SERVICES 53.52

Finance Operations

00402842 ACCOUNTEMPS

TEMP SERVICES 1,424.40

00402925 QUADIENT LEASING USA INC

POSTAGE 2,101.11

00402966 BANK OF AMERICA

VARIOUS BUSINESS EXPENSES 581.96

Non Departmental

00402913 MUNICIPAL POOLING AUTHORITY

PROFESSIONAL SERVICES 887.46

00402942 WAGeworks

ADMIN FEE 362.00

00402966 BANK OF AMERICA

VARIOUS BUSINESS EXPENSES 151.78

00403027 MUNICIPAL POOLING AUTHORITY

UNMET LIABILITY DEDUCTIBLE 42,482.64

Public Works Street Maintenance

00402879 CONTRA COSTA FIRE EQUIPMENT

PROFESSIONAL SERVICES 1,187.85

00402883 DELTA GRINDING CO INC

TOOL RENTAL SERVICE 5,500.00

00402895 HOME DEPOT, THE

TOOLS 42.54

00402913 MUNICIPAL POOLING AUTHORITY

JUL-SEP PREMIUM 3.89

00402915 OFFICE DEPOT INC

SUPPLIES 86.65

00402956 ANTIOCH BUILDING MATERIALS

SUPPLIES 15,215.79

00402971 BISHOP CO

SUPPLIES 856.17

00402972 C AND J FAVALORA TRUCKING INC

HAULING SERVICE 11,031.00

00402989 DELTA GRINDING CO INC

EQUIPMENT RENTAL 10,200.00

00402994 EAST BAY WELDING SUPPLY

SUPPLIES 26.68

00403002 GREEN PRO SOLUTIONS

SUPPLIES 1,953.30

00403011 KELLY MOORE PAINT CO

SUPPLIES 95.94

00403019 LOWES COMPANIES INC

SUPPLIES 304.25

00403022 MANERI SIGN COMPANY

SIGNAGE 1,146.84

00403044 SHERWIN WILLIAMS CO

SUPPLIES 302.15

00403052 URBAN RESTORATION GROUP

SUPPLIES 283.58

00943761 GRAINGER INC

SUPPLIES 392.32

00943776 FRED'S WELDING

SUPPLIES 125.00

00943778 LEES BUILDING MAINTENANCE

JANITORIAL SERVICES 157.50

Public Works-Signal/Street Lights

00402881 DC ELECTRIC GROUP INC

ELECTRICAL SERVICES 685.64

Public Works-Facilities Maintenance

00402851 ALTA FENCE

FENCE REPAIRS 837.00

00402856 ANTIOCH ACE HARDWARE

SUPPLIES 25.64

00402879 CONTRA COSTA FIRE EQUIPMENT

PROFESSIONAL SERVICES 683.89

00402895 HOME DEPOT, THE

SUPPLIES 818.62

00402913 MUNICIPAL POOLING AUTHORITY

JUL-SEP PREMIUM 3.89

00402920 PEPPER INVESTMENTS INC

PEST CONTROL 125.00

Finance Accounting

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10/20/2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

00402926 REAL PROTECTION INC	ALARM INSPECTION	1,501.34
00402937 UNITED SITE SERVICES OF CALIFORNIA INC	PROFESSIONAL SERVICES	1,016.30
00402968 BELLINGHAM MARINE INDUSTRIES INC	MARINA DOCK REPAIR	27,017.50
00402982 CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	4,905.60
00403008 HOME DEPOT, THE	SUPPLIES	209.71
00403009 HONEYWELL INTERNATIONAL INC	MAINTENANCE SERVICE	15,685.08
00403019 LOWES COMPANIES INC	SUPPLIES	1,582.83
00403021 M AND L OVERHEAD DOORS	DOOR REPAIR	480.60
00403033 PEPPER INVESTMENTS INC	PEST CONTROL	935.00
00403038 REINHOLDT ENGINEERING CONSTR	TESTING SERVICES	1,175.00
00943778 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,887.50
Public Works-Parks Maint		
00402851 ALTA FENCE	FENCE REPAIRS	1,348.00
00402852 AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	395.00
00402933 STEWARTS TREE SERVICE INC	TREE SERVICE	5,600.00
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	525.00
00402944 WATERSAVERS IRRIGATION	SUPPLIES	611.77
00402982 CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAXES	7,685.40
00402987 DC ELECTRIC GROUP INC	ELECTRICAL SERVICE	2,324.24
00402997 ELITE LANDSCAPE CONSTRUCTION INC	LANDSCAPE SERVICES	16,290.99
00403019 LOWES COMPANIES INC	SUPPLIES	27.08
Public Works-Median/General Land		
00402909 MCARDLE DESIGN INC	ARCHITECTURAL SERVICES	5,412.00
00402933 STEWARTS TREE SERVICE INC	TREE SERVICE	16,200.00
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,406.36
00402944 WATERSAVERS IRRIGATION	SUPPLIES	1,822.79
00403048 SUNLAND ANALYTICAL LAB	TESTING SERVICES	234.00
Police Administration		
00402844 ADAMS, MELISSA ANNE	EXPENSE REIMBURSEMENT	96.00
00402845 ADAMSON POLICE PRODUCTS	UNIFORMS	278.87
00402848 ALAMEDA COUNTY	ACADEMY FEES	3,999.00
00402860 ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	102.00
00402861 AT AND T MOBILITY	CELL PHONES	6,222.94
00402874 CI TECHNOLOGIES INC	SUPPLIES	3,745.44
00402876 CITY OF FAIRFIELD	TRAINING	729.00
00402880 CRANDELL, ASHLEY MARIE	EXPENSE REIMBURSEMENT	144.00
00402888 FEDEX	SHIPPING	30.02
00402894 HOFFMAN, RICK D	EXPENSE REIMBURSEMENT	583.76
00402903 KNOX INVESTIGATIONS	PRE-EMPLOYMENT	2,057.28
00402905 LEXISNEXIS	ANNUAL LICENSE	17,103.03
00402913 MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	15.56
00402915 OFFICE DEPOT INC	SUPPLIES	974.97
00402931 SHRED IT INC	SHRED SERVICES	385.87
00402934 TEMPLERS AUTO BODY INC	TOW SERVICE	2,945.00

Finance Accounting
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10/20/2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

00402939 VERIZON WIRELESS	CELL PHONES	3,046.46
00402940 VICTORY TACTICAL GEAR	SUPPLIES	2,041.39
00402946 WHITAKER II, WILLIAM	EXPENSE REIMBURSEMENT	72.00
00402964 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	8,957.61
00402981 CONTRA COSTA COUNTY	TRAINING	740.00
00402985 CRUMP INVESTIGATIONS	PRE-EMPLOYMENT	250.00
00402993 EAN SERVICES LLC	RENTAL VEHICLE	2,039.31
00403000 GALLS LLC	UNIFORMS	2,374.55
00403019 LOWES COMPANIES INC	SUPPLIES	31.21
00403029 NET TRANSCRIPTS	TRANSCRIPTION SERVICE	102.86
00943753 CANON FINANCIAL SERVICES	COPIER LEASE	1,692.89
00943761 GRAINGER INC	SUPPLIES	136.01
00943770 RAY MORGAN COMPANY	COPIER USAGE	3,624.10
Police Community Policing		
00402860 ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	1,023.00
00402869 CAMALI CORP	SUPPLIES	41,863.25
00402870 CANINE DEVELOPMENT GROUP INC	RECORDS MANAGEMENT	280.00
00402913 MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	35.01
00403010 HUNT AND SONS INC	FUEL	299.37
00403037 RADAR SHOP, THE	TRAFFIC EQUIPMENT	590.00
Police Investigations		
00402891 GRAYSHIFT LLC	SOFTWARE LICENSE	27,995.00
00402913 MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	3.89
Police Communications		
00402953 AMS DOT NET INC	PROFESSIONAL SERVICES	1,634.00
Police Facilities Maintenance		
00402851 ALTA FENCE	FENCE INSTALLATION	1,722.00
00402852 AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	4,332.50
00402863 BAY CITIES PYROTECTOR	FIRE ALARM SERVICE	2,080.00
00402871 CD AND POWER	RENTAL SERVICE	5,470.18
00402881 DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	330.32
00402895 HOME DEPOT, THE	SUPPLIES	1,100.52
00402990 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
00403009 HONEYWELL INTERNATIONAL INC	MAINTENANCE SERVICE	8,514.76
00403019 LOWES COMPANIES INC	SUPPLIES	183.41
00403033 PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00943766 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,000.00
00943767 MOBILE MINI LLC	RENTAL SERVICE	139.82
00943778 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,680.00
Youth Network Services		
00402859 ARCHITECTURAL FOUNDATION OF SF	SUMMER INTERN PROGRAM	8,750.00
00402973 CABRAL, MONSERRAT	EXPENSE REIMBURSEMENT	170.18

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

Housing and Homelessness

00402898	INDIGO HAMMOND AND PLAYLE ARCHITECTS LLP	TESTING SERVICES	3,030.00
00402913	MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	3.89

Administrative Support

00402885	ECHO HOUSING	MOVING REIMBURSEMENT	1,000.00
00402886	ELDERLY WISH FOUNDATION	MOVING REIMBURSEMENT	1,000.00
00402901	KIWANIS CLUB OF THE DELTA - ANTIOCH	MOVING REIMBURSEMENT	1,000.00
00402941	VILLAGE KEEPERS INC	MOVING REIMBURSEMENT	1,000.00
00402961	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	131.19
00402962	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	799.23
00402976	CHAN, PATTY	MOVING REIMBURSEMENT	1,000.00

Community Development Land Planning Services

00402913	MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	3.89
00403051	URBAN PLANNING PARTNERS	CONSULTING SERVICES	4,067.50
00943751	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	868.50

PW Engineer Land Development

00403030	OFFICE DEPOT INC	SUPPLIES	228.33
00403043	SEFNCO COMMUNICATIONS	REFUND INSPECTION FEE	1,670.00
00943779	TESTING ENGINEERS INC	TESTING SERVICES	1,690.75

Community Development Building Inspection

00402915	OFFICE DEPOT INC	SUPPLIES	184.08
00943762	HOYA SAFETY	SAFETY GLASSES	263.75

209 RMRA Fund

Streets

00402866	BKF ENGINEERS INC	ENGINEERING SERVICES	49,844.85
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211 Delta Fair Property Fund

Parks & Open Space

00402928	RRM DESIGN GROUP	PROFESSIONAL SERVICES	9,174.14
00402997	ELITE LANDSCAPE CONSTRUCTION INC	LANDSCAPE SERVICES	12,909.01

212 CDBG Fund

CDBG

00402962	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	466.56
00943751	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	486.00

214 Animal Services Fund

Animal Services

00402879	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHER	1,484.83
00402913	MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	27.23
00402950	AIRGAS USA LLC	SUPPLIES	80.88
00402965	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,637.02
00402979	CONCORD FEED	SUPPLIES	444.00
00402995	EAST HILLS VETERINARY HOSPITAL	SUPPLIES	93.60
00403007	HILLS PET NUTRITION	SUPPLIES	242.33
00403013	KOEFRAN SERVICES INC	DISPOSAL SERVICES	547.00
00403028	MWI VETERINARY SUPPLY CO	SUPPLIES	1,787.74

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CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

00943755 CDW GOVERNMENT INC	SUPPLIES	23.44
219 Recreation Fund		
Non Departmental		
00402911 MONUMENT IMPACT	OVERPAYMENT REFUND	500.00
00402922 PORTIS, ALLENA	OVERPAYMENT REFUND	500.00
00403003 GUEVARA, ROBERT	OVERPAYMENT REFUND	500.00
00403056 ZARATE, SERGIO	OVERPAYMENT REFUND	500.00
Nick Rodriguez Community Cent		
00402879 CONTRA COSTA FIRE EQUIPMENT	PROFESSIONAL SERVICES	254.25
00402963 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,196.00
00402974 CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	228.00
00403033 PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00943778 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
Senior Programs		
00402853 AMERICAN STAGE TOURS	SENIORS BUS TRIP	2,907.00
00402865 BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	3,798.57
00402914 MYSENIORCENTER	SUPPLIES	750.00
00402948 AAA FIRE PROTECTION SVCS	PROFESSIONAL SERVICES	1,212.44
00402963 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,320.80
00403009 HONEYWELL INTERNATIONAL INC	MAINTENANCE SERVICE	6,274.03
00403026 MOTION PICTURE LICENSING CORP	MOVIE LICENSING	669.00
00403054 WEBSTAIRANT STORE INC, THE	SUPPLIES	1,716.08
00943778 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4.00
Recreation Sports Programs		
00402980 CONCORD SOFTBALL UMPIRES	PROFESSIONAL SERVICES	2,120.00
00403053 US FOODS INC	SUPPLIES	223.48
Recreation-Comm Center		
00402879 CONTRA COSTA FIRE EQUIPMENT	PROFESSIONAL SERVICES	533.03
00402884 DESTINATION IMAGINATION	PROFESSIONAL SERVICES	1,078.00
00402895 HOME DEPOT, THE	TOOLS	173.89
00402959 ASEVEDO, ESMERALDA	PROFESSIONAL SERVICES	350.00
00402963 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	212.88
00402974 CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	32.00
00402977 COLE SUPPLY CO INC	SUPPLIES	1,936.37
00402992 DUGAND, KARINA	PROFESSIONAL SERVICES	1,831.20
00403009 HONEYWELL INTERNATIONAL INC	MAINTENANCE SERVICE	11,651.76
00403019 LOWES COMPANIES INC	SUPPLIES	90.09
00403023 MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	1,207.80
00403035 PRINT CLUB	EVENT SIGNAGE	921.89
Recreation Water Park		
00402879 CONTRA COSTA FIRE EQUIPMENT	PROFESSIONAL SERVICES	404.23
00402902 KNORR SYSTEMS INC	CHEMICALS	789.61
00402904 LESLIES POOL SUPPLIES	SUPPLIES	611.49
00402907 LINCOLN EQUIPMENT INC	CHEMICALS	4,494.28

Finance Accounting
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10/20/2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

00402963 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	51.67
00402967 BAY AREA JUMP	JUMPERS RENTAL	3,553.38
00402979 CONCORD FEED	SUPPLIES	479.80
00403001 GEORGE PERRY AND SONS INC	SUPPLIES	3,045.00
00403009 HONEYWELL INTERNATIONAL INC	MAINTENANCE SERVICE	2,688.87
00403012 KNORR SYSTEMS INC	CHEMICALS	2,026.66
00403016 LINCOLN EQUIPMENT INC	CHEMICALS	11,129.53
00403019 LOWES COMPANIES INC	SUPPLIES	607.35
00403026 MOTION PICTURE LICENSING CORP	MOVIE LICENSING	669.00
00403033 PEPPER INVESTMENTS INC	PEST CONTROL	543.00
00403035 PRINT CLUB	EVENT SIGNAGE	786.91
00943761 GRAINGER INC	SUPPLIES	391.70
00943771 SITEONE LANDSCAPE SUPPLY HOLDING LLC	SUPPLIES	72.12
00943778 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
226 Solid Waste Reduction Fund		
Solid Waste		
00403004 HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	980.48
229 Pollution Elimination Fund		
Channel Maintenance Operation		
00402847 AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,680.00
00402855 ANTIOCH ACE HARDWARE	SUPPLIES	893.63
00402913 MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	7.78
00403033 PEPPER INVESTMENTS INC	PEST CONTROL SERVICE	1,250.00
251 Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1		
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,911.58
Lonetree Maintenance Zone 2		
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,056.11
Lonetree Maintenance Zone 3		
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,162.86
Lonetree Maintenance Zone 4		
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,421.21
252 Downtown SLLMD Fund		
Downtown Maintenance		
00402913 MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	3.89
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,273.22
253 Almondridge SLLMD Fund		
Almondridge Maintenance		
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,363.29
254 Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1		
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,056.90

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

Hillcrest Maintenance Zone 2

00402933 STEWARTS TREE SERVICE INC	TREE SERVICE	1,300.00
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,455.46

Hillcrest Maintenance Zone 4

00402933 STEWARTS TREE SERVICE INC	TREE SERVICE	5,525.00
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,666.35

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00402851 ALTA FENCE	FENCE REPAIRS	698.00
00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,396.23

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,466.85
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Citywide 2A Maintenance Zone 4

00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,152.26
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Citywide 2A Maintenance Zone 5

00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,381.42
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Citywide 2A Maintenance Zone 6

00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,242.69
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Citywide 2A Maintenance Zone 8

00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,070.43
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Citywide 2A Maintenance Zone 9

00402933 STEWARTS TREE SERVICE INC	TREE SERVICE	1,950.00
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00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,381.46
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Citywide 2A Maintenance Zone 10

00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,581.23
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257 SLLMD Administration Fund

SLLMD Administration

00402984 CRESCO EQUIPMENT RENTALS & AFFILIATES	EQUIPMENT RENTAL	2,581.89
00403019 LOWES COMPANIES INC	SUPPLIES	88.52

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00402935 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,357.92
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311 Capital Improvement Fund

Non Departmental

Parks & Open Space

00402849 ALEX KUSHNER GENERAL INC	PROFESSIONAL SERVICES	40,571.31
00402850 ALLSTEEL INC	FURNITURE	37,631.64
00402929 SAM CLAR OFFICE FURNITURE	FURNITURE	16,397.20

Public Buildings & Facilities

00402975 CENTRAL VALLEY REGIONAL WATER QUALITY	PROFESSIONAL SERVICES	14,603.00
00943765 KLEINFELDER INC	TESTING SERVICES	2,264.00

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

376 Lone Diamond Fund

Assessment District

00402872 CENTRAL SELF STORAGE ANTIOCH	STORAGE	370.00
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391 Hillcrest/HWY4 Bridge Benefit Fund

Streets

00402930 SAN FRANCISCO BAY AREA RAPID TRANSIT	CONSTRUCTION REIMBURSEMENT	58,750.00
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570 Equipment Maintenance Fund

Non Departmental

00402896 HUNT AND SONS INC	FUEL	36,824.96
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00403010 HUNT AND SONS INC	FUEL	8,894.05
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Equipment Maintenance

00402846 AFFORDABLE TIRE CENTER	SMOG CERTIFICATE	950.00
00402873 CHUCKS BRAKE AND WHEEL SERVICE INC	SUPPLIES	561.58
00402877 COAST COUNTIES TRUCK AND EQUIPMENT	SUPPLIES	661.52
00402890 FURBER SAW INC	SUPPLIES	290.37
00402906 LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	2,052.32
00402908 MAKAI SOLUTIONS	ANNUAL SAFETY INSPECTION	675.97
00402912 MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	280.34
00402916 OREILLY AUTO PARTS	SUPPLIES	2,127.19
00402923 PRECISION AUTO BODY	VEHICLE REPAIR	1,804.54
00402936 UNICO GLASS LLC	AUTO GLASS REPAIR PART	922.05
00402943 WALNUT CREEK FORD	SUPPLIES	1,128.80
00402945 WESTERN PACIFIC TRUCK SCHOOL	TRUCK SCHOOL	5,495.00
00402947 WINTER CHEVROLET CO	SUPPLIES	260.75
00402949 AFFORDABLE TIRE CENTER	SMOG CERTIFICATE	250.00
00402955 ANTIOCH ACE HARDWARE	PARTS	50.32
00402958 ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	102.50
00402994 EAST BAY WELDING SUPPLY	SUPPLIES	283.16
00403015 LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	19.79
00403019 LOWES COMPANIES INC	SUPPLIES	46.84
00403031 OREILLY AUTO PARTS	SUPPLIES	162.20
00403042 ROYAL BRASS INC	SUPPLIES	1.36
00943752 BIG SKY ENVIRONMENTAL SOLUTIONS	USED TIRE DISPOSAL	259.45
00943764 KIMBALL MIDWEST	SUPPLIES	276.90
00943768 PETERSON TRACTOR CO	SUPPLIES	1,370.18
00943774 BIG SKY ENVIRONMENTAL SOLUTIONS	USED TIRE DISPOSAL	1,109.95

573 Information Services Fund

Network Support & PCs

00943754 CARTER, RONN	PROFESSIONAL SERVICES	580.00
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GIS Support Services

00402887 FASTSIGNS	BUSINESS CARDS	108.02
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00402970 BHALLA SERVICES INC	CAR WASH SERVICES	65.00
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Office Equipment Replacement

00402953 AMS DOT NET INC	SERVER EQUIPMENT	7,388.36
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CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

577 Post Retirement Medical-Police Fund
Non Departmental

00402810	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00402812	RETIREE	MEDICAL AFTER RETIREMENT	857.06
00402821	RETIREE	MEDICAL AFTER RETIREMENT	1,222.30
00402825	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00402828	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00402829	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00402830	RETIREE	MEDICAL AFTER RETIREMENT	126.75
00402831	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00402834	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00402835	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00402836	RETIREE	MEDICAL AFTER RETIREMENT	1,564.42
00402838	RETIREE	MEDICAL AFTER RETIREMENT	71.30
00943572	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943573	RETIREE	MEDICAL AFTER RETIREMENT	2,055.05
00943578	RETIREE	MEDICAL AFTER RETIREMENT	1,010.59
00943579	RETIREE	MEDICAL AFTER RETIREMENT	322.08
00943581	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943582	RETIREE	MEDICAL AFTER RETIREMENT	1,515.19
00943586	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943588	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943596	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943601	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943603	RETIREE	MEDICAL AFTER RETIREMENT	770.00
00943606	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943610	RETIREE	MEDICAL AFTER RETIREMENT	571.38
00943623	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943624	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00943629	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943630	RETIREE	MEDICAL AFTER RETIREMENT	770.00
00943631	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943644	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943646	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943647	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943648	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00943649	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943659	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943660	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943661	RETIREE	MEDICAL AFTER RETIREMENT	1,542.71
00943662	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943665	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00943675	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00943676	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59

Finance Accounting
Prepared by: Michele Milo
10/20/2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

00943681	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00943682	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00943683	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943693	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943694	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943696	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943698	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00943702	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00943711	RETIREE	MEDICAL AFTER RETIREMENT	580.50
00943713	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943722	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943723	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943725	RETIREE	MEDICAL AFTER RETIREMENT	696.39
00943730	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943731	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943735	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00943742	RETIREE	MEDICAL AFTER RETIREMENT	476.45
00943746	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00943748	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00943750	RETIREE	MEDICAL AFTER RETIREMENT	708.06

578 Post Retirement Medical-Misc Fund

Non Departmental

00402813	RETIREE	MEDICAL AFTER RETIREMENT	79.00
00402816	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402817	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00402818	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00402820	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402822	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402824	RETIREE	MEDICAL AFTER RETIREMENT	324.48
00402837	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402840	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00943574	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943575	RETIREE	MEDICAL AFTER RETIREMENT	603.96
00943577	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943580	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943585	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943591	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943594	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943595	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943597	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943598	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943599	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943602	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943608	RETIREE	MEDICAL AFTER RETIREMENT	205.69

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10/20/2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

00943611	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943615	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943616	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943619	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943622	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943626	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943627	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943628	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943635	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00943636	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943637	RETIREE	MEDICAL AFTER RETIREMENT	119.47
00943638	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943643	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943645	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943653	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943654	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943658	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943664	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943669	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943670	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943672	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943673	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943678	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943680	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943685	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943689	RETIREE	MEDICAL AFTER RETIREMENT	237.50
00943690	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943695	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943699	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943701	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943705	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943710	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943712	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943717	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943728	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943733	RETIREE	MEDICAL AFTER RETIREMENT	14.26
00943734	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943737	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943738	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00943745	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943747	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943749	RETIREE	MEDICAL AFTER RETIREMENT	560.38

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

579 Post Retirement Medical-Mgmt Fund

Non Departmental

00402811	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402814	RETIREE	MEDICAL AFTER RETIREMENT	937.28
00402815	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00402819	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402823	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00402826	RETIREE	MEDICAL AFTER RETIREMENT	244.12
00402827	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402832	RETIREE	MEDICAL AFTER RETIREMENT	493.80
00402833	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00402839	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00402841	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943576	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943583	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943584	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943587	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943589	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943590	RETIREE	MEDICAL AFTER RETIREMENT	146.52
00943592	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943593	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943600	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943604	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943605	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943607	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00943609	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00943612	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943613	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943614	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943617	RETIREE	MEDICAL AFTER RETIREMENT	433.33
00943618	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943620	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00943621	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943625	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943632	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943633	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943634	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00943639	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00943640	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943641	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943642	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943650	RETIREE	MEDICAL AFTER RETIREMENT	403.04
00943651	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00943652	RETIREE	MEDICAL AFTER RETIREMENT	324.38

Finance Accounting
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10/20/2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

00943655	RETIREE	MEDICAL AFTER RETIREMENT	690.38
00943656	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00943657	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943663	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00943666	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943667	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943668	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943671	RETIREE	MEDICAL AFTER RETIREMENT	571.38
00943674	RETIREE	MEDICAL AFTER RETIREMENT	55.67
00943677	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00943679	RETIREE	MEDICAL AFTER RETIREMENT	1,393.17
00943684	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943686	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943687	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943688	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943691	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943692	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943697	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00943700	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943703	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943704	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943706	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943707	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943708	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00943709	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943714	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943715	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943716	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943718	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943719	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943720	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00943721	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943724	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00943726	RETIREE	MEDICAL AFTER RETIREMENT	261.20
00943727	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943729	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943732	RETIREE	MEDICAL AFTER RETIREMENT	114.36
00943736	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943739	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943740	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943741	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943743	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943744	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

611 Water Fund

Non Departmental

00402843	ACE INDUSTRIAL SUPPLY INC	SUPPLIES	583.90
00402878	COLE SUPPLY CO INC	SUPPLIES	2,395.49
00402971	BISHOP CO	SUPPLIES	554.45
00402998	FASTENAL CO	SUPPLIES	2,989.04
00403019	LOWES COMPANIES INC	SUPPLIES	397.21
00403032	PACE SUPPLY CORP	SUPPLIES	499.60
00943761	GRAINGER INC	SUPPLIES	325.85

Water Supervision

00402913	MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	3.89
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Water Production

00402854	ANIXTER INC	SUPPLIES	666.70
00402856	ANTIOCH ACE HARDWARE	SUPPLIES	7.85
00402857	APPLIED TECHNOLOGY GROUP INC	TESTING SERVICES	16,475.60
00402858	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	78.13
00402867	BORGES AND MAHONEY	SUPPLIES	3,562.90
00402875	CITY OF BRENTWOOD	PROFESSIONAL SERVICES	628.50
00402889	FISHER SCIENTIFIC COMPANY	SUPPLIES	74.25
00402892	HACH CO	SUPPLIES	1,805.72
00402895	HOME DEPOT, THE	SUPPLIES	709.62
00402897	IDN WILCO	SUPPLIES	552.75
00402900	INTERSTATE SALES	SUPPLIES	2,686.13
00402906	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	594.25
00402913	MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	3.89
00402917	PAC MACHINE CO INC	SUPPLIES	1,401.02
00402921	POLYDYNE INC	SUPPLIES	6,903.68
00402938	UNIVAR SOLUTIONS USA INC	CHEMICALS	32,048.44
00402954	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00402955	ANTIOCH ACE HARDWARE	SUPPLIES	122.69
00402957	ARAMARK UNIFORM SERVICES	SUPPLIES	156.26
00402974	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	32.00
00402987	DC ELECTRIC GROUP INC	ELECTRICAL SERVICE	495.48
00402991	DU ALL SAFETY LLC	TRAINING	2,700.00
00403005	HARRINGTON INDUSTRIAL PLASTICS LLC	SUPPLIES	3,254.16
00403019	LOWES COMPANIES INC	SUPPLIES	682.48
00403050	UNIVAR SOLUTIONS USA INC	CHEMICALS	6,233.70
00943756	CHEMTRADE CHEMICALS US LLC	CHEMICALS	18,953.61
00943759	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	300.00
00943760	EVOQUA WATER TECHNOLOGIES LLC	SUPPLIES	605.52
00943761	GRAINGER INC	SUPPLIES	420.00
00943763	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	549.00
00943775	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,762.69
00943777	GRAINGER INC	SUPPLIES	737.25

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10/20/2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
FUND/CHECK #

00943778 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	350.00
Water Distribution		
00402906 LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	945.78
00402913 MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	11.67
00402915 OFFICE DEPOT INC	SUPPLIES	164.61
00402951 ALTA FENCE	FENCE INSTALL	6,080.00
00402955 ANTIOCH ACE HARDWARE	SUPPLIES	498.55
00402956 ANTIOCH BUILDING MATERIALS	SUPPLIES	2,613.35
00402960 BACKFLOW DISTRIBUTORS INC	SUPPLIES	33.85
00402972 C AND J FAVALORA TRUCKING INC	HAULING SERVICE	16,558.49
00402988 DELTA DIABLO	RECYCLED WATER	10,017.35
00402991 DU ALL SAFETY LLC	TRAINING	4,050.00
00403006 HARRISON INDUSTRIAL SERVICES INC	SUPPLIES	233.22
00403015 LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	10.96
00403019 LOWES COMPANIES INC	SUPPLIES	1,579.78
00403032 PACE SUPPLY CORP	SUPPLIES	7,051.42
00403040 ROBERTS AND BRUNE CO	SUPPLIES	22,666.68
00403049 SERVICE ALERT NORTHERN CA./NV.	MEMBERSHIP	2,704.35
00943761 GRAINGER INC	SUPPLIES	136.37
00943773 BADGER METER INC	SUPPLIES	8,834.88
00943778 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
Public Buildings & Facilities		
00402868 BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	1,821.00
00402893 HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	19,950.00
00403046 STATE WATER RESOURCES CONTROL BOARD	PROFESSIONAL SERVICES	185.44
00943751 BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	466.20
621 Sewer Fund		
Non Departmental		
Swr-Wastewater Administration		
00402910 MCCAMPBELL ANALYTICAL INC	TESTING SERVICES	613.00
00402913 MUNICIPAL POOLING AUTHORITY	JUL-SEP PREMIUM	3.89
00402918 PARK PACIFIC	SUPPLIES	31,866.88
00402945 WESTERN PACIFIC TRUCK SCHOOL	TRAINING	4,995.00
00402951 ALTA FENCE	FENCE INSTALL	6,080.00
00402956 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	2,613.36
00402972 C AND J FAVALORA TRUCKING INC	HAULING SERVICE	16,558.50
00402986 CWEA SFBS	MEMBERSHIP RENEWAL	1,826.00
00402991 DU ALL SAFETY LLC	TRAINING	4,050.00
00402999 FIRST VANGUARD RENTALS AND SALES INC	TENT RENTALS	240.00
00403019 LOWES COMPANIES INC	SUPPLIES	814.33
00403039 RHODES, MICHAEL LEE	EXPENSE REIMBURSEMENT	104.27
00403041 ROOTX	SUPPLIES	3,050.00
00403049 SERVICE ALERT NORTHERN CA./NV.	MEMBERSHIP	2,704.36
00943761 GRAINGER INC	SUPPLIES	68.99

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CITY OF
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CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF
SEPT. 29 - OCT. 12, 2022
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00943778 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
Wastewater Collection		
00402932 SOUTHWEST PIPELINE AND TRENCHES	PROFESSIONAL SERVICES	100.00
631 Marina Fund		
Marina Administration		
00403019 LOWES COMPANIES INC	SUPPLIES	474.70
00403033 PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00403045 SHIELDS HARPER AND CO	SUPPLIES	35.23
00943778 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Approval of Treasurer's Report for August of 2022

RECOMMENDED ACTION

It is recommended that the City Council receive and file the August 2022 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

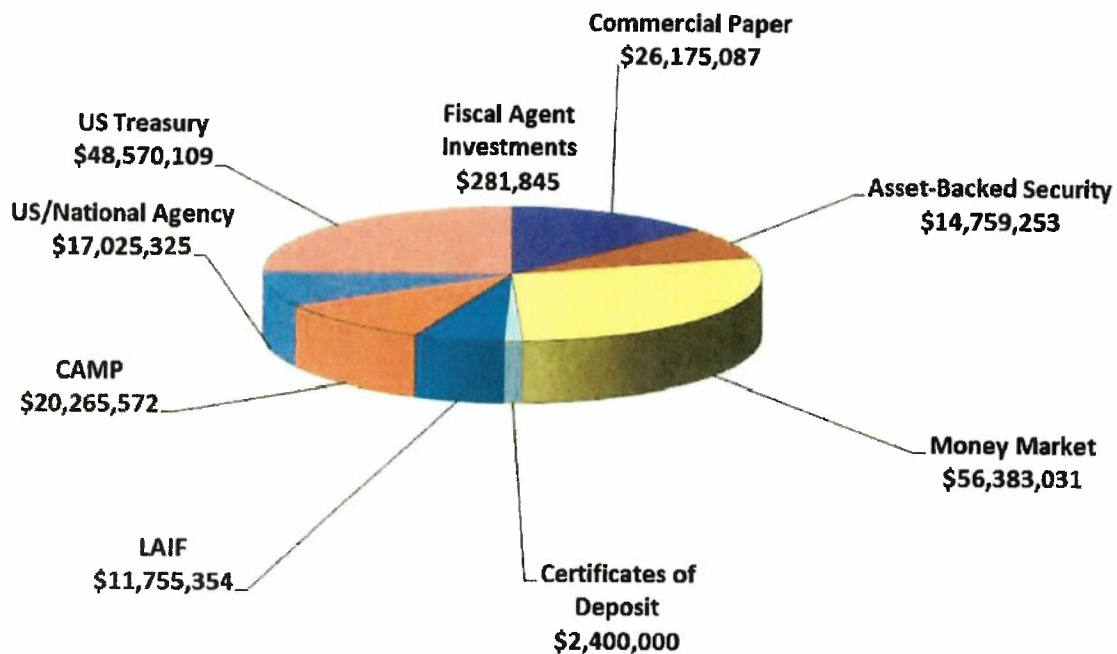
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

ATTACHMENTS

A. City Treasurer's Report

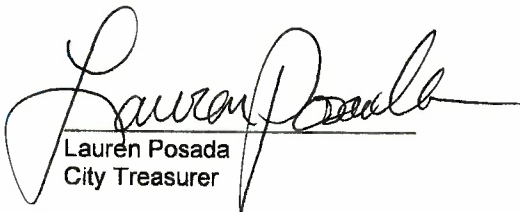
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

August 31, 2022



Total of City and Fiscal Agent Investments = \$197,615,576

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	52
Antioch Development Agency 2009 Tax Allocation Bonds	281,793
	<u><u>\$281,845</u></u>



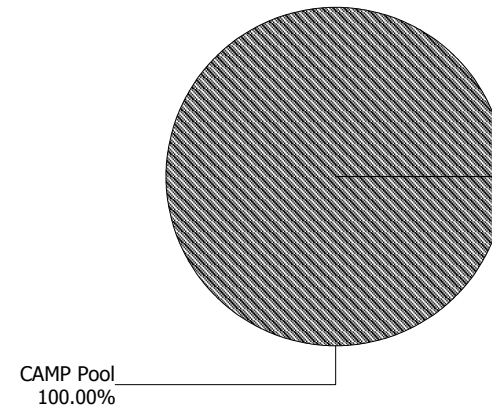
Account Statement - Transaction Summary

For the Month Ending **August 31, 2022**

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	10,241,693.01
Purchases	10,023,879.22
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$20,265,572.23
Cash Dividends and Income	23,879.22

Asset Summary		
	August 31, 2022	July 31, 2022
CAMP Pool	20,265,572.23	10,241,693.01
Total	\$20,265,572.23	\$10,241,693.01
Asset Allocation		



Consolidated Summary Statement

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value
PFMAM Managed Account	(94,140.44)	105,148,307.18
CAMP Pool	0.00	20,265,572.23
Local Agency Investment Fund	0.00	11,755,354.48
Total	(\$94,140.44)	\$137,169,233.89

Investment Allocation

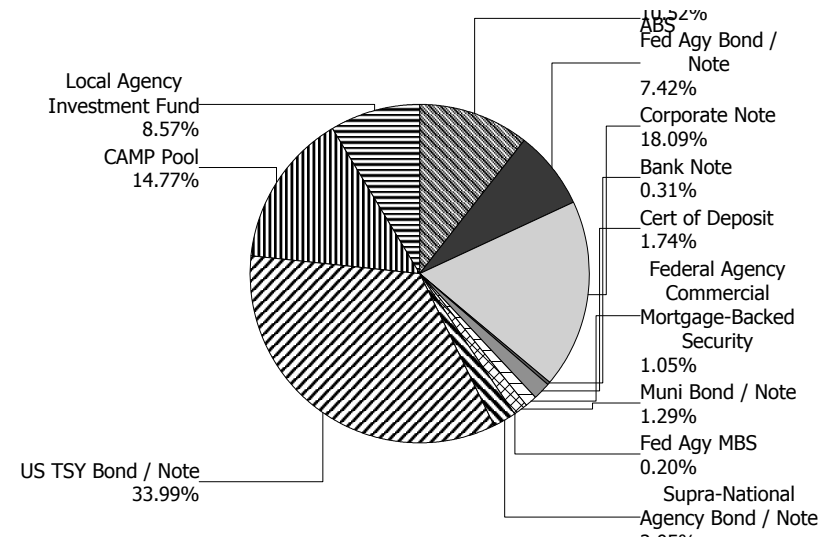
Investment Type	Closing Market Value	Percent
Asset-Backed Security	14,425,702.48	10.52
Federal Agency Bond / Note	10,182,047.29	7.42
Corporate Note	24,810,152.98	18.09
Bank Note	420,678.18	0.31
Certificate of Deposit	2,385,327.00	1.74
Federal Agency Commercial Mortgage-Backed Security	1,444,731.46	1.05
Municipal Bond / Note	1,765,387.00	1.29
Federal Agency Mortgage-Backed Security	272,796.39	0.20
Supra-National Agency Bond / Note	2,815,873.11	2.05
U.S. Treasury Bond / Note	46,625,611.29	33.99
CAMP Pool	20,265,572.23	14.77
Local Agency Investment Fund	11,755,354.48	8.57
Total	\$137,169,233.89	100.00%

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	32,020,926.71	23.33
31 to 60 days	0.00	0.00
61 to 90 days	268,127.38	0.20
91 to 180 days	1,024,994.22	0.75
181 days to 1 year	8,472,800.90	6.18
1 to 2 years	49,243,764.04	35.90
2 to 3 years	30,997,277.24	22.60
3 to 4 years	5,498,960.33	4.01
4 to 5 years	9,369,586.68	6.83
Over 5 years	272,796.39	0.20
Total	\$137,169,233.89	100.00%

Weighted Average Days to Maturity 596

Sector Allocation



Managed Account Summary Statement

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$105,894,631.93
Maturities/Calls	(368,110.90)
Principal Dispositions	(6,749,431.80)
Principal Acquisitions	7,019,091.03
Unsettled Trades	163,768.43
Change in Current Value	(811,641.51)
Closing Market Value	\$105,148,307.18

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	6,756,413.56
Coupon/Interest/Dividend Income	72,866.31
Principal Payments	368,110.90
Security Purchases	(7,030,922.74)
Net Cash Contribution	(166,468.03)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	79,848.07
Less Purchased Interest Related to Interest/Coupons	(11,831.71)
Plus Net Realized Gains/Losses	(162,156.80)
Total Cash Basis Earnings	(\$94,140.44)

Cash Balance

Closing Cash Balance **\$0.00**

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	108,929,774.55
Ending Accrued Interest	319,296.84
Plus Proceeds from Sales	7,068,434.72
Plus Proceeds of Maturities/Calls/Principal Payments	368,110.90
Plus Coupons/Dividends Received	72,866.31
Less Cost of New Purchases	(7,506,741.52)
Less Beginning Amortized Value of Securities	(109,018,524.43)
Less Beginning Accrued Interest	(259,722.36)
Total Accrual Basis Earnings	(\$26,504.99)

Portfolio Summary and Statistics

For the Month Ending **August 31, 2022**

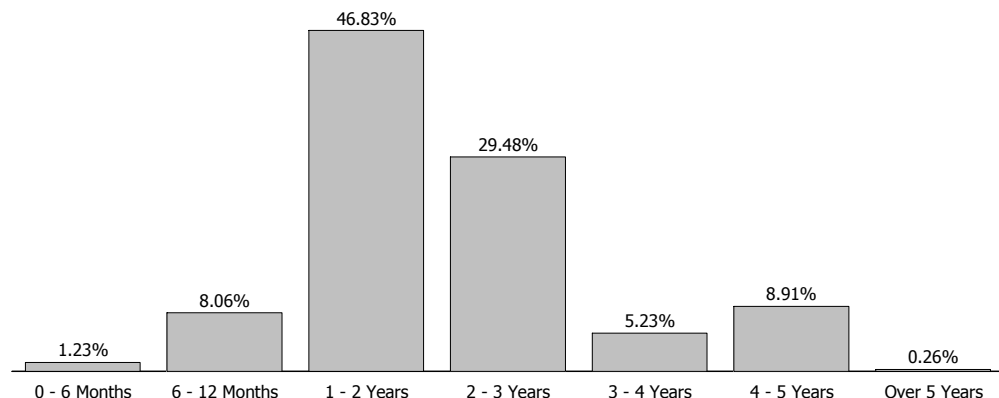
CITY OF ANTIOCH, CA - 04380500

Account Summary

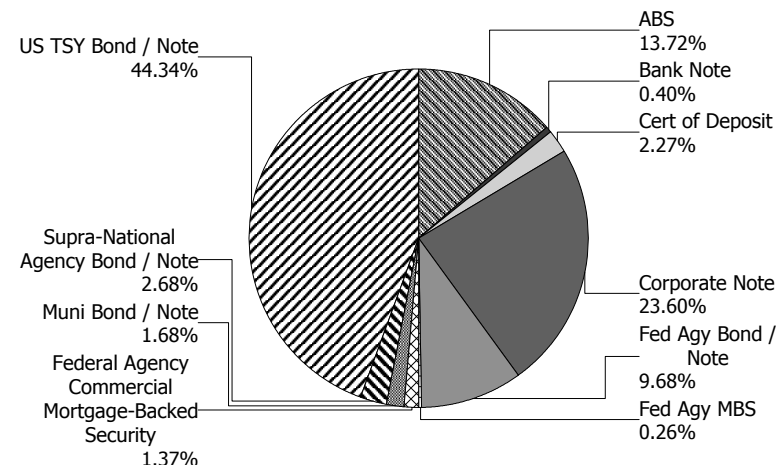
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	48,495,000.00	46,625,611.29	44.34
Supra-National Agency Bond / Note	2,925,000.00	2,815,873.11	2.68
Municipal Bond / Note	1,855,000.00	1,765,387.00	1.68
Federal Agency Mortgage-Backed Security	279,622.71	272,796.39	0.26
Federal Agency Commercial Mortgage-Backed Security	1,476,434.05	1,444,731.46	1.37
Federal Agency Bond / Note	10,500,000.00	10,182,047.29	9.68
Corporate Note	25,636,000.00	24,810,152.98	23.60
Certificate of Deposit	2,400,000.00	2,385,327.00	2.27
Bank Note	425,000.00	420,678.18	0.40
Asset-Backed Security	14,760,847.47	14,425,702.48	13.72
Managed Account Sub-Total	108,752,904.23	105,148,307.18	100.00%
Accrued Interest		319,296.84	
Total Portfolio	108,752,904.23	105,467,604.02	

Unsettled Trades **492,307.08** **475,702.12**

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	1.42%
Yield to Maturity at Market	3.48%
Weighted Average Days to Maturity	777

Managed Account Issuer Summary

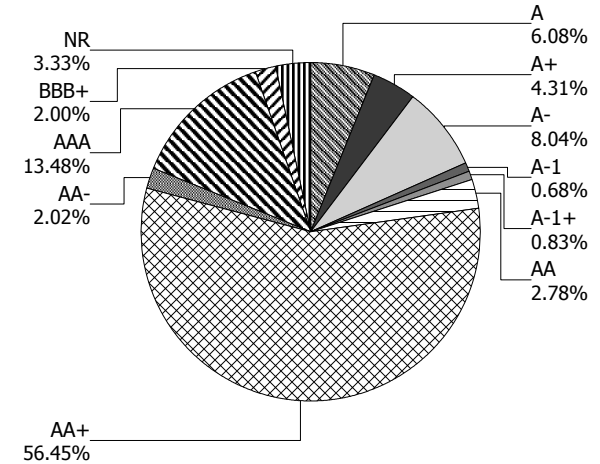
For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	319,642.05	0.30
ALLY AUTO RECEIVABLES TRUST	515,407.00	0.49
AMAZON.COM INC	949,276.35	0.90
AMERICAN EXPRESS CO	1,504,280.61	1.43
AMERICAN HONDA FINANCE	731,762.80	0.70
ASTRAZENECA PLC	469,533.24	0.45
BANK OF AMERICA CO	1,251,404.23	1.19
BMW FINANCIAL SERVICES NA LLC	562,418.92	0.53
BMW VEHICLE OWNER TRUST	377,981.45	0.36
BRISTOL-MYERS SQUIBB CO	380,736.05	0.36
BURLINGTON NORTHERN SANTA FE	220,131.68	0.21
CALIFORNIA DEPARTMENT OF WATER RESOURCES	430,038.00	0.41
CAPITAL ONE FINANCIAL CORP	1,949,972.82	1.85
CARMAX AUTO OWNER TRUST	1,742,422.86	1.66
CATERPILLAR INC	745,773.20	0.71
CHARLES SCHWAB	286,515.60	0.27
CINTAS CORPORATION NO. 2	345,980.60	0.33
CITIGROUP INC	672,316.05	0.64
COLGATE-PALMOLIVE COMPANY	113,062.83	0.11
COMCAST CORP	299,437.80	0.28
CREDIT AGRICOLE SA	800,000.00	0.76
CREDIT SUISSE GROUP RK	712,740.25	0.68
DEERE & COMPANY	712,045.26	0.68
DISCOVER FINANCIAL SERVICES	1,472,431.55	1.40
DNB ASA	872,586.75	0.83
EXXON MOBIL CORP	218,765.70	0.21
FANNIE MAE	3,988,419.41	3.79
FLORIDA STATE BOARD OF ADMIN FIN CORP	218,658.10	0.21
FORD CREDIT AUTO OWNER TRUST	244,418.85	0.23
FREDDIE MAC	7,911,155.73	7.52
GENERAL DYNAMICS CORP	322,091.25	0.31
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	951,672.47	0.91

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL LEASINGTRUST	410,113.04	0.39
GOLDMAN SACHS GROUP INC	736,216.73	0.70
HARLEY-DAVIDSON MOTORCYCLE TRUST	536,528.96	0.51
HERSHEY COMPANY	231,555.75	0.22
HOME DEPOT INC	77,830.80	0.07
HONDA AUTO RECEIVABLES	278,406.07	0.26
HONEYWELL INTERNATIONAL	327,815.95	0.31
HORMEL FOODS CORP	332,058.65	0.32
HSBC HOLDINGS PLC	793,096.80	0.75
HYUNDAI AUTO RECEIVABLES	818,249.59	0.78
IBM CORP	798,367.20	0.76
INTER-AMERICAN DEVELOPMENT BANK	1,521,375.47	1.45
INTL BANK OF RECONSTRUCTION AND DEV	1,294,497.64	1.23
JP MORGAN CHASE & CO	1,307,370.13	1.24
KUBOTA CREDIT OWNER TRUST	1,677,616.69	1.60
LOS ANGELES COMMUNITY COLLEGE DISTRICT	227,350.75	0.22
MERCEDES-BENZ AUTO LEASE TRUST	75,498.23	0.07
MERCEDES-BENZ AUTO RECEIVABLES	160,082.29	0.15
MERCK & CO INC	219,945.15	0.21
MORGAN STANLEY	778,125.74	0.74
NATIONAL AUSTRALIA BANK LTD	555,839.66	0.53
NATIONAL RURAL UTILITIES CO FINANCE CORP	568,951.11	0.54
NESTLE SA	512,048.21	0.49
NEW JERSEY TURNPIKE AUTHORITY	180,267.75	0.17
NEW YORK ST URBAN DEVELOPMENT CORP	610,566.40	0.58
NISSAN AUTO RECEIVABLES	3,259.48	0.00
PACCAR FINANCIAL CORP	735,981.33	0.70
PNC FINANCIAL SERVICES GROUP	420,678.18	0.40
PRAXAIR INC	315,781.05	0.30
RABOBANK NEDERLAND	933,125.81	0.89
Roche Holding AG	1,243,124.89	1.18
STATE OF CONNECTICUT	98,506.00	0.09
STATE STREET CORPORATION	703,380.45	0.67

Managed Account Issuer Summary

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
TARGET CORP	348,520.55	0.33
THE BANK OF NEW YORK MELLON CORPORATION	1,466,057.31	1.39
Toyota Lease Owner Trust	244,888.75	0.23
TOYOTA MOTOR CORP	1,473,462.12	1.40
TRUIST FIN CORP	784,519.16	0.75
UNILEVER PLC	259,065.13	0.25
UNITED STATES TREASURY	46,625,611.29	44.35
UNITEDHEALTH GROUP INC	309,255.38	0.29
USAA CAPITAL CORP	515,738.48	0.49
VERIZON OWNER TRUST	702,351.93	0.67
VOLKSWAGEN AUTO LEASE TURST	163,234.04	0.16
WORLD OMNI AUTO REC TRUST	478,911.63	0.46
Total	\$105,148,307.18	100.00%

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	464,000.00	AA+	Aaa	05/26/21	05/28/21	475,001.88	0.16	504.35	468,614.14	454,720.00
US TREASURY NOTES DTD 09/30/2021 0.250% 09/30/2023	91282CDA6	2,500,000.00	AA+	Aaa	10/01/21	10/06/21	2,498,632.81	0.28	2,629.78	2,499,255.98	2,414,843.75
US TREASURY N/B NOTES DTD 10/31/2021 0.375% 10/31/2023	91282CDD0	3,350,000.00	AA+	Aaa	11/01/21	11/03/21	3,340,316.41	0.52	4,233.02	3,344,339.03	3,232,750.00
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	4,150,000.00	AA+	Aaa	12/01/20	12/03/20	4,153,890.63	0.22	3,073.03	4,151,589.49	3,993,726.77
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	2,965,000.00	AA+	Aaa	02/02/21	02/03/21	2,960,251.37	0.18	483.42	2,962,788.97	2,832,038.13
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	54.86	948,689.92	905,023.39
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	127.04	2,195,296.77	2,095,843.64
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	5,054.35	770,162.76	732,304.65
US TREASURY N/B NOTES DTD 04/30/2022 2.500% 04/30/2024	91282CEK3	7,500,000.00	AA+	Aaa	05/03/22	05/04/22	7,465,429.69	2.74	63,179.35	7,471,135.93	7,380,468.75
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	246,000.00	AA+	Aaa	06/22/21	06/24/21	244,568.20	0.45	131.07	245,139.87	232,277.82
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	2,750,000.00	AA+	Aaa	07/01/21	07/07/21	2,732,167.97	0.47	1,465.16	2,739,157.99	2,596,601.70
US TREASURY N/B NOTES DTD 06/30/2022 3.000% 06/30/2024	91282CEX5	1,100,000.00	AA+	Aaa	08/04/22	08/08/22	1,098,324.22	3.08	5,649.46	1,098,382.34	1,090,375.00
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	520,000.00	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	254.35	519,961.14	491,075.00
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	900,000.00	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	440.22	899,394.10	849,937.50

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	4,350,000.00	AA+	Aaa	08/04/21	08/06/21	4,355,097.66	0.33	2,127.72	4,353,241.81	4,108,031.25
US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	1,100,000.00	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	190.56	1,099,202.39	1,036,062.50
US TREASURY N/B NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	2,000,000.00	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	3,464.67	1,994,369.19	1,878,125.00
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	15,163.04	3,068,029.92	2,878,125.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	3,049.18	818,927.08	765,875.04
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	6,670.08	1,791,915.80	1,675,351.65
US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	2,131.15	999,453.20	945,625.00
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	2,127.72	1,441,063.09	1,372,288.99
US TREASURY N/B NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	10,565.22	2,689,998.57	2,664,140.76
Security Type Sub-Total		48,495,000.00					48,639,938.28	1.00	132,768.80	48,570,109.48	46,625,611.29
Supra-National Agency Bond / Note											
INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	665,000.00	AAA	Aaa	04/13/21	04/20/21	663,623.45	0.23	302.48	664,564.41	651,303.00
INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	895.90	664,946.74	652,086.37
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	451.32	669,409.33	643,194.64
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	925,000.00	AAA	Aaa	09/15/21	09/23/21	924,315.50	0.52	2,029.86	924,529.72	869,289.10

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note											
Security Type Sub-Total		2,925,000.00					2,921,272.35	0.41	3,679.56	2,923,450.20	2,815,873.11
Municipal Bond / Note											
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	A+	Aa3	05/29/20	06/11/20	100,597.00	1.80	333.33	100,162.23	98,506.00
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	AA+	Aaa	10/30/20	11/10/20	235,000.00	0.44	86.95	235,000.00	227,350.75
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	465.75	450,000.00	430,038.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	1,829.69	640,000.00	610,566.40
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	291.53	195,000.00	180,267.75
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	492.72	235,000.00	218,658.10
Security Type Sub-Total		1,855,000.00					1,855,597.00	0.72	3,499.97	1,855,162.23	1,765,387.00
Federal Agency Mortgage-Backed Security											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	279,622.71	AA+	Aaa	08/03/21	08/17/21	297,972.95	2.35	699.06	296,318.21	272,796.39
Security Type Sub-Total		279,622.71					297,972.95	2.35	699.06	296,318.21	272,796.39
Federal Agency Commercial Mortgage-Backed Security											
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	268,955.56	AA+	Aaa	08/13/19	08/16/19	273,410.14	1.98	562.57	269,187.21	268,127.38
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	65,560.76	AA+	Aaa	09/11/19	09/16/19	65,969.27	2.08	124.56	65,592.48	65,560.76

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	86,846.71	AA+	Aaa	09/04/19	09/09/19	87,984.49	1.86	165.01	86,934.53	86,846.71
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,780.20	AA+	Aaa	12/07/18	12/17/18	10,780.17	3.20	28.77	10,780.19	10,658.92
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	1,983.74	AA+	Aaa	11/20/19	11/26/19	1,983.69	2.09	3.46	1,983.72	1,983.74
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	543,662.11	535,851.83
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/25/2026	3136ARTE8	492,307.08	AA+	Aaa	08/31/22	09/06/22	475,634.03	3.74	184.75	475,634.03	475,702.12
Security Type Sub-Total		1,476,434.05					1,459,423.90	3.08	2,441.83	1,453,774.27	1,444,731.46
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	600,000.00	AA+	Aaa	06/24/20	06/26/20	598,248.00	0.35	270.83	599,518.94	585,307.80
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,375,000.00	AA+	Aaa	10/07/20	10/08/20	1,374,505.00	0.26	486.98	1,374,846.33	1,339,221.12
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,795,000.00	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	635.73	1,793,900.38	1,748,292.31
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	34.03	699,652.47	678,908.30
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	61.98	1,274,577.16	1,236,582.98
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	883.02	735,045.43	711,918.80
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	1,399.62	1,164,869.87	1,128,415.50
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	1,561.80	1,299,854.69	1,259,176.10

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	939.48	1,554,354.70	1,494,224.38
Security Type Sub-Total		10,500,000.00					10,489,323.57	0.28	6,273.47	10,496,619.97	10,182,047.29
Corporate Note											
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	275,000.00	BBB+	A2	11/16/20	11/19/20	275,000.00	0.63	498.12	275,000.00	272,023.68
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	380,000.00	A	A2	03/01/21	03/04/21	379,730.20	0.48	209.00	379,870.63	363,597.30
GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	BBB+	A2	01/21/21	01/25/21	248,004.00	0.67	4,450.00	236,146.69	224,918.55
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	300,000.00	A	A2	03/16/21	03/18/21	299,850.00	0.77	1,018.75	299,922.81	286,515.60
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	4,193.33	311,458.54	299,437.80
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	225,000.00	AA	A1	05/10/21	05/12/21	224,671.50	0.50	306.56	224,814.47	212,792.85
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	247.04	50,332.58	49,097.40
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	1,482.23	300,000.00	294,584.40
UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	A+	A3	05/17/21	05/19/21	324,662.00	0.59	526.32	324,807.48	309,255.38

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	A	A2	05/10/21	05/17/21	474,363.50	0.50	617.50	474,637.61	449,893.40
HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	800,000.00	A-	A1	05/17/22	05/24/22	799,968.00	3.75	8,083.33	799,972.38	793,096.80
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	A-	A3	05/25/21	05/28/21	494,955.45	0.70	895.13	494,974.19	469,533.24
HORMEL FOODS CORP NOTES (CALLABLE) DTD 06/03/2021 0.650% 06/03/2024	440452AG5	350,000.00	A	A1	03/10/22	03/14/22	338,915.50	2.12	556.11	341,249.80	332,058.65
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVO9	130,000.00	A	A2	06/07/21	06/10/21	129,837.50	0.49	136.50	129,904.11	122,968.04
TARGET CORP CORPORATE NOTES DTD 06/26/2014 3.500% 07/01/2024	87612EBD7	350,000.00	A	A2	11/23/21	11/29/21	371,924.00	1.04	2,041.67	365,520.80	348,520.55
BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	407.87	102,698.39	99,314.20
BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	917.70	231,300.68	223,456.95
BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	A+	A2	10/05/20	10/07/20	168,899.64	0.69	439.83	162,307.34	153,569.05
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	861.11	410,069.22	389,703.20
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	A+	A1	08/03/21	08/09/21	264,856.90	0.52	80.97	264,907.56	248,946.83

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	275,000.00	A-	A3	09/07/21	09/09/21	274,818.50	0.77	126.04	274,879.34	259,240.30
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	100,000.00	A+	A1	02/22/22	02/24/22	96,599.00	2.05	33.04	97,313.21	94,205.50
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	175,000.00	A+	A1	08/09/21	08/12/21	175,000.00	0.63	57.82	175,000.00	164,859.63
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	81.15	204,988.03	193,116.77
COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	465,000.00	A+	Aa2	08/15/22	08/22/22	464,786.10	3.90	450.47	464,789.03	463,899.81
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	780.19	250,000.00	239,274.50
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/13/2021 0.625% 09/13/2024	89236TJN6	250,000.00	A+	A1	09/08/21	09/13/21	249,882.50	0.64	729.17	249,920.34	234,773.50
NESTLE HOLDINGS INC CORP NOTES (CALLABLE DTD 09/14/2021 0.606% 09/14/2024	641062AU8	545,000.00	AA-	Aa3	09/07/21	09/14/21	545,000.00	0.61	1,532.09	545,000.00	512,048.21
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	1,357.31	475,000.00	454,659.08
COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	973.96	496,845.18	469,226.00

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	500,000.00	A-	A3	01/11/22	01/13/22	499,605.00	1.53	1,000.00	499,688.25	472,522.50
LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	325,000.00	A	A2	03/04/22	03/08/22	329,735.25	2.13	622.01	328,873.85	315,781.05
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	156.25	124,049.37	118,897.37
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	268.75	214,994.76	204,503.49
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	A+	A1	03/09/21	03/11/21	240,104.25	1.00	360.94	234,028.73	219,945.15
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	A+	A1	09/23/21	09/27/21	359,698.50	0.96	315.00	357,036.32	332,162.95
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A2	02/09/21	02/16/21	295,000.00	0.56	69.20	295,000.00	278,632.22
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	1,327.50	119,898.82	114,304.32
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CQ0	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	2,267.81	204,693.65	195,269.88
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	2,962.97	233,553.65	218,765.70

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	60,000.00	A	A2	03/02/22	03/07/22	59,974.20	2.14	616.25	59,978.39	57,569.34
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	175,000.00	A	A2	03/03/22	03/07/22	175,350.00	2.06	1,797.40	175,293.16	167,910.58
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	1,295,000.00	AA	Aa3	03/03/22	03/10/22	1,295,000.00	2.13	13,114.47	1,295,000.00	1,243,124.89
ABBOTT LABORATORIES CORP NOTE (CALLABLE) DTD 03/10/2015 2.950% 03/15/2025	002824BB5	325,000.00	AA-	A1	03/10/22	03/14/22	330,018.00	2.41	4,420.90	329,165.89	319,642.05
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	2,812.50	235,498.05	220,131.68
BMW US CAPITAL LLC CORP NOTES DTD 04/01/2022 3.250% 04/01/2025	05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	3,250.00	239,805.89	233,966.40
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 04/07/2022 2.850% 04/07/2025	69371RR73	500,000.00	A+	A1	03/31/22	04/07/22	499,870.00	2.86	5,700.00	499,887.44	487,034.50
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	750,000.00	AA	A1	04/11/22	04/13/22	748,807.50	3.06	8,625.00	748,960.91	736,483.50
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	80,000.00	A	A2	03/24/22	03/28/22	79,860.00	2.76	918.00	79,879.73	77,830.80
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	1,270.00	228,385.41	211,413.83

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	1,411.11	244,883.26	234,904.25
BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	500,000.00	A	A1	04/19/22	04/26/22	499,930.00	3.36	5,815.97	499,938.18	492,519.00
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	1,639.71	144,621.79	143,334.82
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	2,318.21	204,959.89	202,645.78
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	1,144.50	350,510.10	328,634.25
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327OD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	4,675.78	523,440.34	515,738.48
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	75,000.00	A	A2	05/10/22	05/13/22	74,992.50	3.40	765.00	74,993.26	73,969.95
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	225,000.00	A	A2	05/10/22	05/13/22	224,714.25	3.44	2,295.00	224,743.19	221,909.85
GENERAL DYNAMICS CORP (CALLABLE) CORP NO DTD 05/11/2018 3.500% 05/15/2025	369550BG2	325,000.00	A-	A3	03/02/22	03/04/22	336,576.50	2.34	3,349.31	334,683.68	322,091.25
HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	A	A1	02/23/22	02/25/22	240,037.50	2.17	562.50	241,608.77	231,555.75
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	A	A2	02/24/22	02/28/22	340,658.50	2.20	1,181.25	342,111.97	327,815.95

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A2	05/24/21	06/01/21	595,000.00	0.82	1,225.70	595,000.00	556,717.11
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	4,198.47	495,150.52	470,301.30
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	4,504.31	565,000.00	555,839.66
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	728.81	64,724.39	63,843.06
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	953.06	84,979.47	83,487.09
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	1,121.25	99,580.98	98,220.10
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	A+	A1	06/27/22	06/30/22	224,786.25	3.98	1,505.94	224,798.54	224,609.85
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	A-	A2	03/10/22	03/14/22	489,834.25	2.91	2,367.08	487,585.44	472,020.80
MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	950.00	224,607.17	223,217.55
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	3,022.22	800,000.00	798,367.20
BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	A-	A2	03/10/22	03/14/22	490,665.50	2.84	1,533.85	488,498.19	473,974.00

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	115,000.00	AA-	Aa3	08/01/22	08/09/22	114,894.20	3.13	217.86	114,896.41	113,062.83
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	250,000.00	A+	A2	02/22/22	02/24/22	236,870.00	2.23	562.50	238,697.37	227,167.00
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	272.81	225,000.00	213,900.30
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	555.59	585,000.00	554,908.19
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	6,205.72	518,534.09	489,480.15
BANK OF NY MELLON CORP CORPORATE NOTES DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	708.08	165,000.00	165,697.79
BANK OF NY MELLON CORP CORPORATE NOTES DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	1,544.90	361,143.84	361,522.44
TRUIST FINANCIAL CORP CORPORATE NOTES DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	546.70	140,000.00	139,652.38
TRUIST FINANCIAL CORP CORPORATE NOTES DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	A3	07/26/22	07/28/22	175,175.00	4.23	683.38	175,170.81	174,565.48
Security Type Sub-Total		25,636,000.00					25,849,753.69	2.12	144,531.83	25,757,164.33	24,810,152.98
Certificate of Deposit											

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	A-1+	P-1	12/04/19	12/06/19	875,000.00	2.03	4,512.08	875,000.00	872,586.75
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	725,000.00	A-1	P-1	03/19/21	03/23/21	725,000.00	0.59	1,996.17	725,000.00	712,740.25
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	800,000.00	A+	Aa3	08/17/22	08/19/22	800,000.00	4.07	1,184.44	800,000.00	800,000.00
Security Type Sub-Total		2,400,000.00					2,400,000.00	2.28	7,692.69	2,400,000.00	2,385,327.00
Bank Note											
PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353REQ7	425,000.00	A	A2	08/09/22	08/11/22	417,775.00	3.89	3,453.13	417,923.02	420,678.18
Security Type Sub-Total		425,000.00					417,775.00	3.89	3,453.13	417,923.02	420,678.18
Asset-Backed Security											
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	21,165.12	AAA	Aaa	08/20/19	08/27/19	21,164.94	1.78	16.74	21,165.08	21,138.14
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	56,110.36	AAA	Aaa	09/22/20	09/29/20	56,104.98	0.45	7.72	56,108.56	55,984.96
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	3,259.51	NR	Aaa	02/05/19	02/13/19	3,259.02	2.90	4.20	3,259.39	3,259.48
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	2,764.24	AAA	Aaa	05/21/19	05/30/19	2,763.68	2.51	3.08	2,764.09	2,763.98
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	75,924.49	AAA	NR	09/15/20	09/23/20	75,920.65	0.40	13.50	75,923.02	75,498.23
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	136,817.01	AAA	Aaa	03/02/21	03/10/21	136,812.67	0.29	6.61	136,814.90	135,335.75
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	29,277.16	AAA	NR	04/09/19	04/17/19	29,274.16	2.68	34.87	29,276.22	29,264.65

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	123,108.25	AAA	NR	10/01/19	10/08/19	123,098.75	1.94	72.98	123,104.82	122,783.77
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	AAA	Aaa	04/13/21	04/21/21	249,970.83	0.39	29.79	249,984.07	244,888.75
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	AAA	NR	05/18/21	05/26/21	359,943.48	0.35	37.40	359,967.49	354,128.08
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	86,758.80	AAA	Aaa	01/21/20	01/29/20	86,748.64	1.85	49.04	86,754.51	86,358.06
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	43,659.00	AAA	Aaa	01/21/20	01/29/20	43,649.48	1.87	36.29	43,654.71	43,496.70
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	180,702.24	AAA	Aaa	07/21/20	07/27/20	180,688.33	0.44	35.34	180,695.24	177,691.69
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	87,572.44	AAA	NR	07/08/20	07/15/20	87,565.83	0.48	7.01	87,569.12	86,431.89
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	120,145.84	AAA	NR	01/14/20	01/22/20	120,122.26	1.89	100.92	120,134.81	119,101.40
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	159,929.62	AAA	NR	07/14/20	07/22/20	159,899.67	0.48	34.12	159,914.03	157,810.39
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	162,446.92	AAA	NR	06/16/20	06/23/20	162,434.23	0.55	39.71	162,440.20	160,082.29
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	NR	Aaa	08/04/20	08/12/20	499,895.00	0.47	71.81	499,942.64	493,210.10
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	166,206.47	AAA	NR	06/16/20	06/24/20	166,193.44	0.63	46.54	166,199.27	163,244.55
VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	NR	Aaa	06/07/22	06/14/22	164,986.87	3.44	173.43	164,987.79	163,234.04
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,970.73	199,896.25

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	AAA	NR	04/20/21	04/28/21	199,978.96	0.38	33.78	199,985.41	193,845.18
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	NR	Aaa	07/20/21	07/28/21	349,986.81	0.56	87.11	349,990.16	328,771.05
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	NR	Aaa	11/16/21	11/24/21	269,943.08	0.89	66.00	269,953.61	257,267.93
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	225,000.00	AAA	NR	04/13/21	04/21/21	224,951.51	0.52	52.00	224,965.21	218,244.51
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	AAA	NR	11/09/21	11/17/21	209,953.13	0.75	69.07	209,961.36	200,596.14
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	AAA	NR	01/19/22	01/24/22	254,969.71	1.29	146.20	254,973.87	244,418.85
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	AAA	Aaa	07/21/21	07/28/21	444,926.80	0.55	108.78	444,943.22	425,819.43
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	AAA	Aaa	05/10/22	05/18/22	294,984.66	3.21	157.83	294,985.70	291,549.56
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	AAA	Aaa	09/20/21	09/27/21	264,943.26	0.58	68.31	264,953.86	247,774.79
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	AAA	Aaa	10/19/21	10/27/21	269,994.90	0.77	92.40	269,995.78	256,843.87
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	AAA	Aaa	04/07/22	04/13/22	284,993.33	2.93	371.13	284,993.91	280,574.89
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	AAA	Aaa	10/13/21	10/21/21	174,995.54	0.68	49.58	174,996.32	165,797.42
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	AAA	NR	03/09/22	03/16/22	274,989.41	2.22	271.33	274,990.48	265,997.88
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	AAA	NR	10/26/21	11/03/21	329,955.05	0.81	118.80	329,962.56	315,667.08

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	NR	Aaa	03/15/22	03/23/22	504,927.79	2.67	599.27	504,934.81	484,355.35
COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	AAA	NR	11/18/21	11/30/21	499,931.10	1.04	231.11	499,941.56	470,282.00
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	AAA	Aaa	05/10/22	05/18/22	519,899.33	3.31	764.98	519,905.83	515,407.00
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	AAA	NR	01/11/22	01/19/22	214,981.32	1.26	112.88	214,983.71	206,255.91
KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	NR	Aaa	07/14/22	07/21/22	669,877.19	4.09	1,217.91	669,880.40	664,594.04
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	AAA	Aaa	04/12/22	04/20/22	504,915.92	3.06	686.80	504,922.31	493,032.26
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	AAA	Aaa	04/05/22	04/13/22	244,948.80	3.10	316.46	244,952.88	241,413.59
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	AAA	Aaa	04/21/22	04/28/22	389,940.68	3.49	604.93	389,944.94	387,403.89
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	AAA	NR	03/23/22	03/30/22	499,962.30	2.80	622.22	499,965.53	486,600.00
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	AAA	NR	08/08/22	08/16/22	224,962.40	3.76	352.50	224,962.75	223,649.24
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	AAA	NR	07/12/22	07/20/22	564,986.67	3.97	996.91	564,987.00	562,588.98
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	NR	Aaa	07/06/22	07/13/22	339,997.65	3.64	515.67	339,997.72	338,205.55
COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	1,147.82	739,886.95	733,482.97
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	NR	Aaa	05/19/22	05/26/22	569,953.66	3.32	841.07	569,956.16	563,920.67

Managed Account Detail of Securities Held

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	AAA	NR	05/17/22	05/24/22	814,819.72	3.39	1,227.93	814,829.63	805,003.21
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	AAA	Aaa	08/02/22	08/09/22	664,917.47	3.56	1,446.75	664,918.52	660,736.09
Security Type Sub-Total		14,760,847.47					14,758,923.84	2.23	14,256.50	14,759,252.84	14,425,702.48
Managed Account Sub-Total		108,752,904.23					109,089,980.58	1.42	319,296.84	108,929,774.55	105,148,307.18
Securities Sub-Total		\$108,752,904.23					\$109,089,980.58	1.42%	\$319,296.84	\$108,929,774.55	\$105,148,307.18
Accrued Interest											\$319,296.84
Total Investments											\$105,467,604.02

Bolded items are forward settling trades.

Managed Account Security Transactions & Interest

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	08/01/22	08/09/22	COLGATE-PALMOLIVE CO CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	194162AM5	115,000.00	(114,894.20)	0.00	(114,894.20)			
	08/02/22	08/09/22	DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	(664,917.47)	0.00	(664,917.47)			
	08/04/22	08/08/22	US TREASURY N/B NOTES DTD 06/30/2022 3.000% 06/30/2024	91282CEX5	1,100,000.00	(1,098,324.22)	(3,497.28)	(1,101,821.50)			
	08/04/22	08/09/22	FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	(543,662.11)	(366.06)	(544,028.17)			
	08/05/22	08/08/22	US TREASURY N/B NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	(2,689,769.53)	(5,282.61)	(2,695,052.14)			
	08/08/22	08/16/22	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	225,000.00	(224,962.40)	0.00	(224,962.40)			
	08/09/22	08/11/22	PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353REO7	425,000.00	(417,775.00)	(2,685.76)	(420,460.76)			
	08/15/22	08/22/22	COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	465,000.00	(464,786.10)	0.00	(464,786.10)			
	08/17/22	08/19/22	CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	800,000.00	(800,000.00)	0.00	(800,000.00)			
	08/31/22	09/06/22	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/25/2026	3136ARTE8	492,307.08	(475,634.03)	(184.75)	(475,818.78)			
Transaction Type Sub-Total					7,537,307.08	(7,494,725.06)	(12,016.46)	(7,506,741.52)			

INTEREST											
	08/01/22	08/01/22	LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	0.00	521.70	521.70			
	08/01/22	08/01/22	BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	0.00	9,203.13	9,203.13			
	08/01/22	08/01/22	MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	0.00	973.75	973.75			
	08/01/22	08/25/22	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,809.29	0.00	28.85	28.85			

Managed Account Security Transactions & Interest

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
08/01/22	08/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	284,955.53	0.00	712.39	712.39			
08/01/22	08/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	186,102.03	0.00	353.59	353.59			
08/01/22	08/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	345,149.59	0.00	721.94	721.94			
08/01/22	08/25/22	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	8,468.53	0.00	14.76	14.76			
08/05/22	08/05/22	LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	325,000.00	0.00	4,306.25	4,306.25			
08/06/22	08/06/22	STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	0.00	1,953.34	1,953.34			
08/07/22	08/07/22	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	340,000.00	0.00	3,187.50	3,187.50			
08/09/22	08/09/22	PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	0.00	662.50	662.50			
08/09/22	08/09/22	AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	275,000.00	0.00	1,031.25	1,031.25			
08/10/22	08/10/22	MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	0.00	3,093.75	3,093.75			
08/12/22	08/12/22	UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	275,000.00	0.00	860.75	860.75			
08/12/22	08/12/22	BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	0.00	768.75	768.75			
08/13/22	08/13/22	TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	0.00	3,150.00	3,150.00			

Managed Account Security Transactions & Interest

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	08/15/22	08/15/22	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	0.00	1,287.75	1,287.75			
	08/15/22	08/15/22	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	197,320.39	0.00	72.35	72.35			
	08/15/22	08/15/22	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	0.00	222.75	222.75			
	08/15/22	08/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	178,171.22	0.00	93.54	93.54			
	08/15/22	08/15/22	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	0.00	1,134.25	1,134.25			
	08/15/22	08/15/22	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
	08/15/22	08/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	38,989.76	0.00	87.08	87.08			
	08/15/22	08/15/22	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	0.00	695.88	695.88			
	08/15/22	08/15/22	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	0.00	129.50	129.50			
	08/15/22	08/15/22	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	0.00	1,577.00	1,577.00			
	08/15/22	08/15/22	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	0.00	274.13	274.13			
	08/15/22	08/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	10,262.49	0.00	21.47	21.47			
	08/15/22	08/15/22	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	108.50	108.50			
	08/15/22	08/15/22	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	0.00	1,826.87	1,826.87			
	08/15/22	08/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	177,058.97	0.00	70.82	70.82			
	08/15/22	08/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	52,356.16	0.00	81.59	81.59			
	08/15/22	08/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	131,719.71	0.00	207.46	207.46			

Managed Account Security Transactions & Interest

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	08/15/22	08/15/22	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
	08/15/22	08/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	0.00	97.50	97.50			
	08/15/22	08/15/22	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	29,490.67	0.00	43.74	43.74			
	08/15/22	08/15/22	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	0.00	203.96	203.96			
	08/15/22	08/15/22	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	0.00	1,123.63	1,123.63			
	08/15/22	08/15/22	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	0.00	1,434.33	1,434.33			
	08/15/22	08/15/22	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
	08/15/22	08/15/22	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	508.75	508.75			
	08/15/22	08/15/22	COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	0.00	4,376.08	4,376.08			
	08/15/22	08/15/22	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			
	08/15/22	08/15/22	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	0.00	163.33	163.33			
	08/15/22	08/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	178,312.99	0.00	81.73	81.73			
	08/15/22	08/15/22	US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	1,100,000.00	0.00	2,062.50	2,062.50			
	08/15/22	08/15/22	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	0.00	1,557.67	1,557.67			
	08/15/22	08/15/22	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	2,431.50	0.00	5.35	5.35			
	08/15/22	08/15/22	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	0.00	173.25	173.25			
	08/15/22	08/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	86,973.92	0.00	28.99	28.99			

Managed Account Security Transactions & Interest

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
08/15/22	08/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	18,036.47	0.00	43.59	43.59			
08/15/22	08/15/22	US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	3,150,000.00	0.00	1,968.75	1,968.75			
08/15/22	08/15/22	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	0.00	63.33	63.33			
08/16/22	08/16/22	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			
08/16/22	08/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	12,803.89	0.00	28.28	28.28			
08/16/22	08/16/22	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	0.00	1,134.46	1,134.46			
08/16/22	08/16/22	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	0.00	99.17	99.17			
08/16/22	08/16/22	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	0.00	225.75	225.75			
08/16/22	08/16/22	JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	0.00	830.43	830.43			
08/18/22	08/18/22	MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	0.00	7,692.75	7,692.75			
08/20/22	08/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	154,275.54	0.00	249.41	249.41			
08/20/22	08/20/22	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	0.00	473.00	473.00			
08/20/22	08/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	101,661.97	0.00	156.73	156.73			
08/20/22	08/20/22	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	0.00	81.25	81.25			
08/20/22	08/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	80,149.34	0.00	30.06	30.06			
08/20/22	08/20/22	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	195.83	195.83			

Managed Account Security Transactions & Interest

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
08/20/22	08/20/22	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	0.00	102.00	102.00			
08/21/22	08/21/22	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	0.00	198.00	198.00			
08/24/22	08/24/22	FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,975,000.00	0.00	2,468.75	2,468.75			
08/25/22	08/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	155,214.56	0.00	37.51	37.51			
08/25/22	08/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	96,993.53	0.00	38.80	38.80			
08/25/22	08/25/22	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	0.00	789.13	789.13			
Transaction Type Sub-Total				25,727,708.05	0.00	72,866.31	72,866.31			
PAYDOWNS										
08/01/22	08/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	5,332.82	5,332.82	0.00	5,332.82	(349.97)	0.00	
08/01/22	08/25/22	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	29.09	29.09	0.00	29.09	0.00	0.00	
08/01/22	08/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	19,200.25	19,200.25	0.00	19,200.25	(251.54)	0.00	
08/01/22	08/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	76,194.03	76,194.03	0.00	76,194.03	(1,261.97)	0.00	
08/01/22	08/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	14,494.31	14,494.31	0.00	14,494.31	(90.31)	0.00	
08/01/22	08/25/22	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	6,484.79	6,484.79	0.00	6,484.79	0.16	0.00	
08/15/22	08/15/22	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	16,618.15	16,618.15	0.00	16,618.15	1.28	0.00	
08/15/22	08/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	15,866.07	15,866.07	0.00	15,866.07	1.24	0.00	
08/15/22	08/15/22	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	8,325.55	8,325.55	0.00	8,325.55	0.07	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
PAYDOWNS										
08/15/22	08/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	11,964.75	11,964.75	0.00	11,964.75	0.94	0.00	
08/15/22	08/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	14,776.96	14,776.96	0.00	14,776.96	2.24	0.00	
08/15/22	08/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	11,573.87	11,573.87	0.00	11,573.87	2.27	0.00	
08/15/22	08/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	11,049.43	11,049.43	0.00	11,049.43	0.56	0.00	
08/15/22	08/15/22	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	2,431.50	2,431.50	0.00	2,431.50	0.54	0.00	
08/15/22	08/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	8,697.16	8,697.16	0.00	8,697.16	1.90	0.00	
08/15/22	08/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	9,712.60	9,712.60	0.00	9,712.60	0.99	0.00	
08/15/22	08/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	7,498.25	7,498.25	0.00	7,498.25	1.52	0.00	
08/15/22	08/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	17,129.35	17,129.35	0.00	17,129.35	3.21	0.00	
08/16/22	08/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	12,803.89	12,803.89	0.00	12,803.89	1.04	0.00	
08/20/22	08/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	14,903.17	14,903.17	0.00	14,903.17	1.74	0.00	
08/20/22	08/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	24,038.98	24,038.98	0.00	24,038.98	2.30	0.00	
08/20/22	08/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	31,167.29	31,167.29	0.00	31,167.29	2.40	0.00	
08/25/22	08/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	18,397.55	18,397.55	0.00	18,397.55	0.58	0.00	
08/25/22	08/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	9,421.09	9,421.09	0.00	9,421.09	0.71	0.00	
Transaction Type Sub-Total				368,110.90	368,110.90	0.00	368,110.90	(1,928.10)	0.00	
SELL										

Managed Account Security Transactions & Interest

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
SELL										
08/02/22	08/05/22	FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	75,000.00	73,508.25	70.31	73,578.56	(1,460.25)	(1,483.88)	FIFO
08/03/22	08/08/22	FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	675,000.00	661,277.25	653.91	661,931.16	(13,439.25)	(13,652.72)	FIFO
08/04/22	08/08/22	FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	700,000.00	685,923.00	678.13	686,601.13	(13,783.00)	(14,004.37)	FIFO
08/04/22	08/08/22	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	1,675,000.00	1,637,731.25	884.03	1,638,615.28	(32,227.00)	(35,947.31)	FIFO
08/04/22	08/08/22	MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	462,844.75	37.87	462,882.62	(12,155.25)	(12,155.25)	FIFO
08/04/22	08/08/22	NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.480% 03/15/2023	650036DR4	215,000.00	211,596.55	409.93	212,006.48	(3,403.45)	(3,403.45)	FIFO
08/04/22	08/08/22	PNC BANK NA (CALLABLE) CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	426,003.00	2,479.17	428,482.17	(28,815.00)	1,003.00	FIFO
08/04/22	08/08/22	FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	950,000.00	930,895.50	920.31	931,815.81	(19,864.50)	(19,297.18)	FIFO
08/10/22	08/11/22	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	75,000.00	73,282.50	41.15	73,323.65	(1,491.75)	(1,658.95)	FIFO
08/10/22	08/11/22	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	350,000.00	341,985.00	192.01	342,177.01	(6,881.00)	(7,717.35)	FIFO
08/16/22	08/22/22	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	475,000.00	464,668.75	296.88	464,965.63	(8,792.25)	(9,942.94)	FIFO
08/17/22	08/19/22	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	100,000.00	97,762.00	60.42	97,822.42	(1,914.00)	(2,155.35)	FIFO
08/17/22	08/19/22	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	700,000.00	681,954.00	257.64	682,211.64	(16,002.00)	(17,465.47)	FIFO
08/31/22	09/06/22	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	320,000.00	311,865.60	155.56	312,021.16	(7,200.00)	(7,884.37)	FIFO
Transaction Type Sub-Total				7,210,000.00	7,061,297.40	7,137.32	7,068,434.72	(167,428.70)	(145,765.59)	
Managed Account Sub-Total					(65,316.76)	67,987.17	2,670.41	(169,356.80)	(145,765.59)	



Managed Account Security Transactions & Interest

For the Month Ending **August 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Total Security Transactions	(\$65,316.76)	\$67,987.17	\$2,670.41	(\$169,356.80)	(\$145,765.59)
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Bolded items are forward settling trades.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: AB 361: Resolution Making Findings Necessary to Conduct Brown Act Meetings by Teleconference for the City Council, Boards, Commissions, and Committees

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution authorizing remote teleconference/virtual meetings of the legislative bodies of the City of Antioch, which includes the City Council, boards, commissions, and committees.

FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

DISCUSSION

Even though cases of COVID-19 have dropped, AB 361 is expressly intended “to protect the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location” because of physical status.

The City of Antioch has utilized teleconference technology for some time, and since the State of Emergency is still in effect and state officials are still recommending measures to promote social distancing, especially for immunocompromised and sensitive groups (as described in the attached Resolution), the City’s legislative bodies, which include the City Council, boards, commissions, and committees can continue to meet while providing access to the public via teleconference. This resolution makes the findings required by AB 361, and would apply Citywide – i.e., not just to the City Council but to all City commissions and committees subject to the Brown Act as well. Staff requests passage of the attached resolution, which enables “hybrid meetings” including in-person and teleconference public participation or virtual meetings via teleconference for the City Council, boards, commissions, and committees.

Under this resolution, City Council, commissions, boards, and committees can continue holding virtual meetings or hybrid meetings in compliance with the following more flexible standards:

- The City is not required to provide a physical location for the public to attend or provide comments.
- Public access to the meeting via a call-in or an internet-based service option must be allowed, but the City is not required to have members of the public attend at each teleconference location.
- The City is only required to notice and post an agenda in accordance with the Brown Act provisions for in-person meetings. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.
- When notice of the time of the teleconferenced meeting given or the agenda for the meeting is posted, the City shall also give notice of the means by which members of the public may access the meeting and offer public comment.
- The City must provide an opportunity for the public to address and offer comment in real time and cannot require all public comments to be submitted in advance of the meeting.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2022-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
MAKING THE REQUIRED FINDINGS TO AUTHORIZE REMOTE
TELECONFERENCE/VIRTUAL MEETINGS OF THE LEGISLATIVE
BODIES OF THE CITY OF ANTIOCH FOR A PERIOD OF THIRTY
DAYS PURSUANT TO BROWN ACT PROVISIONS**

WHEREAS, the City of Antioch is committed to preserving and nurturing public access and participation in public meetings under the Ralph M. Brown Act;

WHEREAS, all meetings of the City's legislative bodies, which includes the City Council, boards, commissions, and committees, are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), such that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;

WHEREAS, as recently amended by AB 361, Government Code section 54953(e) of the Brown Act makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, it is further required that state or local officials have recommended or imposed measures to promote social distancing, or the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, such conditions now exist in the City; specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency, and such proclamation remains in effect and has not been rescinded or cancelled, and the "SMARTER" plan that the Governor unveiled specifically indicates that the State of Emergency will not be terminated;

WHEREAS, in addition to the above, state officials have issued orders recommending social distancing measures for certain individuals and in certain situations. For example, and not by way of limitation, social distancing is referenced in guidance on vaccine doses for persons who are immunocompromised and in certain situations under general industry safety orders;

WHEREAS, the state legislature has also made findings that by removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, AB 361 protects the health and safety of civil servants and

the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location;

WHEREAS, the City Council does hereby find that all of the legislative bodies of the City shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City will provide live call-in and/or internet service-based option for remote public participation and will provide notice for such participation in the agendas posted in advance of the meetings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings. The City Council hereby finds that, as set forth above, due to the novel coronavirus a State of Emergency declared by the Governor of the State of California is currently in effect, and that state or local officials are recommending measures promote social distancing.

Section 3. Remote Teleconference Meetings. The City Manager and City Attorney are hereby authorized and directed to take all actions necessary to conduct open and public meetings for all the legislative bodies of the City in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall be effective immediately upon its adoption and shall remain in effect until the earlier of 30 days from the effective date of this Resolution, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference.

* * * * *

ATTACHMENT A

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of October, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

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

SUBJECT: Acceptance of Work and Notice of Completion for the City Hall Office Modifications; P.W. 247-S

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to increase the construction agreement with Alex Kushner General, Inc. by \$96,153.91 for a total contract amount of \$1,150,152.91 for the City Hall Interior Modifications Project; and
2. Accepting work and authorizing the City Manager or designee to file a Notice of Completion for City Hall Office Modifications project.

FISCAL IMPACTS

Adoption of this resolution will increase the Agreement with Alex Kushner General, Inc. ("AKG") by \$96,153.91 for a total contract amount of \$1,150,152.91. There are sufficient funds in the Capital Improvement Budget for this increase.

DISCUSSION

On January 12, 2021, City Council awarded a contract in the amount of \$704,000 to AKG for performing interior modifications and improvements to the first and third floors of City Hall. This work included renovating and reconfiguring the existing first floor public bathrooms to conform with American with Disability Act guidelines. Office modifications were contracted to expand the workspace of both the Human Resources and Finance Departments and create new offices for the City Treasurer and City Clerk. Improvements to the City Manager, City Attorney and Economic Development Department reception areas were also performed to make the area more functional with the Law Library converted into a conference room. New flooring was installed throughout the entire first floor and portions of the third floor. The existing wood slate ceiling on the first and third floors was replaced and new lighting and paint was also included into the work. The existing concrete stairs have been covered with nonslip tread to increase safety.

On February 8, 2022, the City Council approved an amendment to the Agreement to increase the contract in the amount of \$350,000 with AKG to include additional structural modifications to the first floor public restroom necessary to expand the women's restroom and reconstruct the ceiling to accommodate the new layout; further expansion of the Human Resources and Finance Departments; relocation of the City Clerk's office; additional wall surface preparation to provide a more uniform surface for painting; upgrading of electrical and data facilities throughout the first and third floors; increased installation area of Terrazzo and vinyl flooring; expanded working of hours to reduce the impact to residents and City operations and removal of existing office furniture.

All work on this project was completed on September 30, 2022. Additional work performed included modifications to the first-floor ceiling and fire suppression system; replacement of the law library store front; modification to the water desk; improvements of various office spaces; installation of floor mounted data and electrical receptacles and additional data and electrical upgrades.

ATTACHMENTS

- A. Resolution
- B. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING
THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE
CONSTRUCTION AGREEMENT AND ACCEPTING WORK AND DIRECTING THE
CITY MANAGER OR DESIGNEE TO FILE A NOTICE OF COMPLETION FOR THE
CITY HALL OFFICE MODIFICATIONS
P.W. 247-S**

WHEREAS, on June 25, 2019, the City Council adopted the 5-Year Capital Improvement Program 2019-2024, which included funding for the City Hall Office Modifications ("Project");

WHEREAS, the Project was published and advertised in the East County Times on November 6, 2020, and November 7, 2020, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on December 8, 2020, and six (6) bids were received;

WHEREAS, the lowest responsive and responsible bidder was submitted by Alex Kushner General, Inc. ("AKG") of San Francisco, CA;

WHEREAS, on January 12, 2021, AKG was awarded a construction agreement by the City of Antioch to perform work associated with the Project;

WHEREAS, on February 8, 2022, Council approved the first amendment to the Agreement to increase the contract in the amount of \$350,000;

WHEREAS, the City has considered authorizing the City Manager to execute the second amendment to the Agreement with AKG for the Project in the amount of \$96,153.91 for a total contract amount of \$1,150,152.91;

WHEREAS, the City Council has considered accepting work and authorizing the City Manager to file a Notice of Completion for the Project; and

WHEREAS, all work on the Project was completed on September 30, 2022, at a final contract price of \$1,150,152.91 in accordance with plans and specifications referred to therein.

RESOLUTION NO. 2022/**

October 25, 2022

Page 2

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

1. Determines that the work on the City Hall Office Modifications is completed and accepted;
2. Authorizes the City Manager or designee to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Project; and
3. Authorizes the City Manager to execute the second amendment to the construction agreement with Alex Kushner General, Inc. for this Project in the amount of \$96,153.91 for a total contract amount of \$1,150,152.91 in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 25th day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "B"

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

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

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION FOR THE
CITY HALL OFFICE MODIFICATIONS
(P.W. 247-S)**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on the September 30, 2022, the work of improvements on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was Alex Kushner General, Inc.
6. The surety for said project was Financial Pacific Insurance Company.
7. This project consisted of interior modifications to City Hall in Antioch, California.

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

Date

JOHN SAMUELSON, P.E.
Public Works Director/City Engineer
City of Antioch

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Samuelson, Public Works Director/City Engineer ~5

SUBJECT: Second Amendment to the Consulting Services Agreement with Testing Engineers, Inc. for "As Needed" Material Testing and Special Inspection Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the second amendment to the consulting services agreement with Testing Engineers, Inc. in the amount of \$100,000 for a total contract amount of \$300,000 for "As Needed" Material Testing and Special Inspection Services and extending the term of the agreement to June 30, 2023; and
2. Authorizing the City Manager to execute the amendment in a form approved by the City Attorney.

FISCAL IMPACTS

Adoption of this resolution will increase Testing Engineers, Inc. ("TEI") agreement in an amount of \$100,000 for a total contract amount of \$300,000. Funding for this work will be provided from various funding sources corresponding to the projects where the work is performed.

DISCUSSION

TEI is currently providing material testing and special inspection services related to Capital Improvement projects and new development construction. An amendment is needed to the existing agreement to continue material testing and special inspection services of improvements within new subdivisions and various other construction activities. The work is performed on an "as needed" basis.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH TESTING
ENGINEERS, INC. FOR "AS NEEDED" MATERIAL TESTING AND SPECIAL
INSPECTION SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENT**

WHEREAS, on February 19, 2020, Testing Engineers, Inc. ("TEI") entered into an "As Needed" Consulting Services Agreement ("Agreement") for material testing and special inspection services in the amount of \$50,000;

WHEREAS, on March 9, 2021, the City Council approved the first amendment to the Agreement with TEI in the amount of \$150,000 for a total contract amount of \$200,000 for "as needed" material testing and special inspection services; and

WHEREAS, the City has considered authorizing the City Manager to execute the second amendment to the Agreement with TEI in an amount of \$100,000 for a total contract amount of \$300,000 and extend the term of the agreement to June 30, 2023.

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

1. Approves the second amendment to the Agreement with Testing Engineers, Inc. in the amount of \$100,000 for a total contract amount of \$300,000 for "as needed" material testing and special inspection services and extend the term of the agreement to June 30, 2023, in substantially the form attached as Exhibit "1"; and
2. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

RESOLUTION NO. 2022/**

October 25, 2022

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

EXHIBIT “1”

AMENDMENT NO. 2 TO AGREEMENT WITH TESTING ENGINEERS, INC. FOR “AS NEEDED” MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR MATERIAL AND SPECIAL INSPECTION SERVICES is entered into this 25th day of October 2022 by and between the CITY OF ANTIOCH, a municipal corporation (“**City**”) and TESTING ENGINEERS, INC., their address is 2811 Teagarden Street, San Leandro, CA 94577 (“**Consultant**”).

R E C I T A L S

WHEREAS, on February 19, 2020, City and Testing Engineers, Inc., entered into an Agreement for Professional Consulting Services for “As Needed” Material and Special Inspection Services (“**Agreement**”) in the amount of \$50,000.00; and

WHEREAS, on April 27, 2021, City amended the Agreement for “As Needed” Material and Special Inspection Services in the amount of \$150,000 for a total contract amount of \$200,000.

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

1. Section 1 “SERVICES” the first paragraph shall be amended to read as follows:

“Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1 and Exhibit A to Amendment No. 2 of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail.”

2. Section 1.1 “Term of Services” shall be amended to read as follows:

“The term of this Agreement shall begin on the date first noted above and shall end on **June 30, 2023**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1 and Exhibit A to Amendment No. 2 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8 of the Agreement.”

3. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed **\$300,000.00**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

CITY OF ANTIOCH:

TESTING ENGINEERS, INC.

By: _____
Cornelius H. Johnson
Interim City Manager

By: _____
Gary Snyder, President

ATTEST:

Elizabeth Householder
City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Cornelius H. Johnson, City Manager [CHJ](#)

SUBJECT: Memorandum of Understanding (MOU) Regarding Contra Costa Ferry Service Expansion

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution that authorizes the City Manager to execute a Memorandum of Understanding (MOU) between the Cities of Antioch, Hercules, Martinez, Pittsburg, Contra Costa County, Eastern Contra Costa Transit Authority, and the Contra Costa Transportation Authority to advance planning and studies to evaluate the feasibility of Expanded Ferry Service in Contra Costa County.

FISCAL IMPACT

The estimated cost to complete the planning work for the Expanded Ferry Service is \$200,000 and will be equally shared between the aforementioned Cities and County. The City of Antioch is requesting that CCTA withhold \$40,000 of Measure J Program 11 (Return to Source Funds) funds for Local Streets Maintenance & Improvements to account for the City's portion of the fee..

DISCUSSION

Over the past year, the Cities of Antioch, Hercules, Martinez, and Pittsburg ("Cities"), Contra Costa County("County"), Eastern Contra Costa Transit Authority ("ECCTA"), and the Contra Costa Transportation Authority ("CCTA"), collectively referred to as the "Parties," have been discussing options for expansion of ferry service in Contra Costa County. The Parties have determined that increasing transit options in Contra Costa County will promote economic development, create jobs, provide additional emergency response alternatives, and support congestion relief by converting vehicle trips to transit trips. Providing ferry operations to service within Antioch, Martinez, Pittsburg, Hercules, and the unincorporated areas of East County will provide a viable transit alternative to these communities for both commute and recreational trips.

The Parties have conceptual ideas of the goals of an Expanded Ferry Service and completion of additional studies will be required for the development of conceptual initial

operating parameters of the service, including but not limited to projections for ferry demand, service frequency, fare structure, operating costs, and purchase/lease agreement(s) for vessels (if needed), and other matters connected with an initial demonstration period and ongoing ferry service. Ferry service planning, and development of an implementation strategy, will require coordination with key stakeholders, policymakers, and permitting agencies that may provide input and/or have project approval authority over some or all of the Expanded Ferry Service.

The Parties have developed a Memorandum of Understanding (MOU) that defines the roles and responsibilities of each of the Parties to plan and complete studies and reports to better understand how or whether Expanded Ferry Service can be established. CCTA will develop the procurement documents needed to retain the Consultant to complete the Feasibility Study and will be responsible for managing the Consultant contract. Each Party will designate representative that will be responsible for actively representing that Party in meetings, planning activities, consultant selection, and Feasibility Study review.

The estimated cost to complete the planning work for the Expanded Ferry Service is \$200,000 and will be equally shared between the Cities and the County. The City of Antioch is requesting that CCTA withhold \$40,000 of Measure J Program 11 (Return to Source Funds) funds for Local Streets Maintenance & Improvements. The planning work for the Expanded Ferry Service is anticipated to be initiated in early 2023 and to be completed by the end of 2023.

ATTACHMENTS

- A. Resolution No. 2022/
- B. East County Ferry Service Memorandum of Understanding

ATTACHMENT “A”

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITIES OF ANTIOCH, HERCULES, MARTINEZ, PITTSBURG, CONTRA COSTA COUNTY, EASTERN CONTRA COSTA TRANSIT AUTHORITY, AND THE CONTRA COSTA TRANSPORTATION AUTHORITY TO ADVANCE PLANNING AND STUDIES TO EVALUATE THE FEASIBILITY OF EXPANDED FERRY SERVICE IN CONTRA COSTA COUNTY

WHEREAS, over the past year, the Cities of Antioch, Hercules, Martinez, Pittsburg (“Cities”) Contra Costa County (“County”), Eastern Contra Costa Transit Authority (“ECCTA”), and the Contra Costa Transportation Authority (CCTA), collectively referred to as the “Parties” have been discussing options for expansion of ferry service in Contra Costa County;

WHEREAS, the Parties have determined that increasing transit options in Contra Costa County will promote economic development, create jobs, provide additional emergency response alternatives, and support congestion relief by converting vehicle trips to transit trips;

WHEREAS, providing ferry operations to service within Antioch, Martinez, Pittsburg, Hercules and the unincorporated areas of east County will provide a viable transit alternative to these communities for both commute and recreational trips;

WHEREAS, the Parties have conceptual ideas of the goals of an Expanded Ferry Service and completion of additional studies will be required for the development of conceptual initial operating parameters of the service, including but not limited to projections for ferry demand, service frequency, fare structure, operating costs, and purchase/lease agreement(s) for vessels (if needed), and other matters connected with an initial demonstration period and ongoing ferry service;

WHEREAS, ferry service planning, and development of an implementation strategy will require coordination with key stakeholders, policymakers, and permitting agencies that may provide input and/or have project approval authority over some or all of the Expanded Ferry Service;

WHEREAS, the Parties have developed a Memorandum of Understanding (MOU) that defines the roles and responsibilities of each of the Parties to plan and complete studies and reports to better understand how or whether Expanded Ferry Service can be established; and

WHEREAS, the estimated cost to complete the planning work for the Expanded Ferry Service is \$200,000 and will be equally shared between the Cities and the County. The City of Antioch is requesting that CCTA withhold \$40,000 of Measure J Program 11 (Return to Source Funds) funds for Local Streets Maintenance & Improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute a Memorandum of Understanding (MOU) between cities, Contra County, Eastern Contra Costa Transit Authority, and Contra Costa Transportation advance planning and studies to evaluate the feasibility of Expanded Ferry utilizing Measure J Program 11 funds in substantially the form attached as Attachment "B."

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT “B”
EAST COUNTY FERRY SERVICE
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered into as of the _____ day of _____ 2022 between the Cities of Antioch, Hercules, Martinez and Pittsburg, , Contra Costa County (County), Eastern Contra Costa Transit Authority (ECCTA), and the Contra Costa Transportation Authority (CCTA) (Parties) and will establish the framework for the coordinated effort to plan, fund, and implement East County Ferry Service.

RECITALS

1. Increasing transit options in East County will promote economic development, create jobs, provide additional emergency response alternatives, and support congestion relief by converting vehicle trips to transit trips.
2. The Cities of Antioch, Hercules, Martinez and Pittsburg, and Contra Costa County have expressed interest in increasing ferry services in Eastern Contra Costa County.
3. Providing ferry operations to service the Cities of Martinez, Pittsburg, Hercules, and Antioch will provide a viable transit alternative to these communities for both commute and recreational trips.
4. The East County Ferry Service will provide connections between these cities and other employment centers, services, and recreational facilities in the East Bay and other parts of the Bay Area.
5. Completion of additional studies will be required for the development of initial operating parameters, including projections for ferry demand, service frequency, fare structure, operating costs, and purchase/lease agreement(s) for vessels (if needed), for the initial demonstration period and ongoing ferry service.
6. The additional studies will build on the “Financial Feasibility of Contra Costa Ferry Service, 2015-2024” study that was completed in 2015.
7. Service planning and development of an implementation strategy will require coordination with key stakeholders, policy makers, and permitting agencies that will provide input and/or have project approval authority for the ferry service.
8. A full financial model and management plan will need to be developed for the service; identifying capital and operating costs, fare structure, management structure and other requirements needed to support the ferry service.

9. Advancement of the Project beyond these initial studies will require additional agreements, prioritization of funding by the Parties and/or within the Sub-Region and procurement of services.

AGREEMENT

Section 1 – Term

This MOU covers the period necessary to complete initial planning for the ferry service, commencing on September 1, 2022, and will remain in effect through the completion of the Initial Service Planning Study (Feasibility Study). The MOU may be amended with the mutual consent of all participating Parties at anytime. It is anticipated that amendments to the MOU and/or additional agreements will be required prior to proceeding with further development of the project after completion of the Feasibility Study.

Section 2 – Cost Sharing

The planning activities completed as part of this MOU are estimated to cost \$200,000; which will be equally shared by the Cities and the County. The \$200,000 costs include completion of a consultant led Feasibility Study, including CCTA resources for procurement and management of the Study.

Section 3 – Roles and Responsibilities

CCTA will lead the development of the procurement documents for the Consultant to complete the Feasibility Study, coordinating review with the Cities, County and ECCTA. CCTA will manage selected consultant and lead coordination meetings as required.

The Cities and County will share the estimated \$200,000 cost of the planning activities as outlined in Section 2.

Staff resources from all Parties will participate in the review of the procurement documents, review of consultant proposals, consultant selection, and service planning activities outlined in Section 4 and approval of deliverables.

Section 4 – Service Planning

A Feasibility Study will be required to estimate ridership, evaluate fare structure, assess existing infrastructure, define regulatory and permitting requirements, and develop initial operating assumptions and financial constraints. The Feasibility Study will evaluate the use of small vessels (up to 100 passenger capacity) and investigate opportunities to deploy zero emissions vessels. The Feasibility Study will evaluate procurement options and develop recommendations for the ongoing management of the ferry service.

Key anticipated Feasibility Study deliverables include:

- Ridership Estimates
- Fare Structure
- Operational and Maintenance Cost Estimates
- Infrastructure Requirements
- Connected Mobility Options for First and Last Mile to Marinas
- Service Plan Options and Operating Parameters
- Management Structure for Service
- Options for Funding Service

The proposed Scope of Work and deliverables for the Study will be reviewed and finalized by all Parties prior to the procurement of the Consultant.

City of Pittsburgh

Garrett Evans, City Date
Manager

City of Antioch

Cornelius Johnson, City Date
Manager

City of Martinez

Eric Figueroa, City Date
Manager

City of Hercules

Dante Hall, City Manager Date

Contra Costa County

Monica Nino, County Date
Administrator

Contra Costa Transportation Authority

Timothy Haile, Executive Date
Director

Eastern Contra Costa Transit Authority

Jeanne Krieg, Chief Date
Executive Officer

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Resolution Approving the Memorandum of Understanding (MOU) Between the City of Antioch and Antioch Police Officers Association (APOA) and Acknowledge the Interim City Manager and Antioch Police Sworn Association Representatives Execution of the MOU

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding (MOU) between the City of Antioch and the Antioch Police Officers Association (APOA).

FISCAL IMPACT

On April 12, 2022, the City Council adopted Resolution #2022/62 approving the Tentative Agreement with APOA resulting in an estimated fiscal impact for FY2021/23 of \$1,074,514.

DISCUSSION

The APOA negotiated in good faith with the City to establish new terms and conditions of employment for bargaining unit employees that would be effective following the expiration of the parties prior MOU. The APOA reached a tentative agreement that was ratified and presented to the City Council for approval at the City Council's regular meeting on April 12, 2022. As stated in the Fiscal Impact section, the City Council adopted a resolution approving the tentative agreement with APOA.

As stated in the staff report to City Council on April 12, 2022, "the existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed". The reason the tentative agreements were brought to City Council is that Government Code section 3505.1 was amended to eliminate the presentation of a written MOU to the governing body for determination. Instead, the governing body is required to vote to accept or reject the tentative agreement(s). Also, specified in Government Code section 3505.1, if the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.

ATTACHMENTS

A. Resolution

Exhibit 1 – Memorandum of Understanding Between the City of Antioch and Antioch Police Officers Association (APOA) for the Period of September 1, 2021 – August 31, 2025.

RESOLUTION NO. 2022/XX

**RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF ANTIOCH AND ANTIOCH POLICE OFFICERS
ASSOCIATION (APOA) AND ACKNOWLEDGE THE INTERIM CITY MANAGER AND
ANTIOCH POLICE OFFICERS ASSOCIATION'S REPRESENTATIVE EXECUTION
OF THE MOU**

WHEREAS, the City and the Antioch Police Officers Association (APOA) had a Memorandum of Understanding covering the period of September 1, 2016 – August 31, 2021;

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of the APOA to negotiate a successor agreement; and

WHEREAS, representatives of the City and the APOA reached Tentative Agreements for a successor Memorandum of Understanding for the period of September 1, 2021 through August 31, 2025, which was ratified by the membership APOA, and adopted by the City Council via Resolution #2022/62.

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

Section 1. The Memorandum of Understanding (MOU) Between the City of Antioch and the APOA for the period of September 1, 2021 – August 31, 2025, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. Acknowledge the Interim City Manager and APOA's Representative Execution of the MOU.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

ANTIOCH POLICE OFFICERS' ASSOCIATION

SEPTEMBER 1, 2021 - AUGUST 31, 2025

TABLE OF CONTENTS

	<u>PAGE</u>
Preamble	1
Article I Recognition & Coverage	2
Article II City Rights	3
Article III Association Rights	4
Article IV Discrimination	5
Article V Hours of Work	6
Overtime	6
Call Back Time	6
Stand By	7
Court Appearances Call Back Time	8
Daylight Savings Time	8
Article VI Compensation	10
Salaries	10
Work In a Higher Classification	11
Shift Differential	11
Hourly Rate	12
Increase Within Pay Ranges	12
Step Advancement Not Automatic	13
Special Salary Adjustments	13
Applicable Salary Rates Following Pay Range -	
Increases & Decreases	13
Pay Range Change on Anniversary Date	13
Pay Range Change on Date of Promotion	13
Hiring Above Minimum	13
Bilingual Pay	13
Senior Officer Pay	14
FTO/CTO Pay	14
Article VII Leaves	15
Vacation	15
Holidays	16
Sick Leave	18
Military Leave	19
Funeral Leave	19
Jury Duty/Witness in Judicial Proceeding	19
Family Care Leave	20
Other Leaves of Absence	20

Article VIII	Health & Welfare	21
	Medical Insurance	21
	Dental Insurance	21
	Life Insurance	22
	Long-Term Disability Insurance-Sworn Members	22
	Long-Term Disability Insurance-Non-Sworn Members	22
	Industrial Disability	22
	Non-Industrial Disability	22
	Vision Care	22
	Employee Assistance Program	23
	Flexible Benefits (Cafeteria Plan)	23
	Alternative Services	25
Article IX	Retirement	26
	Public Employees' Retirement System (PERS)	26
	Medical-After-Retirement	27
Article X	Educational Incentive	28
	Educational Reimbursement Program	28
	Educational Incentive Pay	28
	POST Pay	28
Article XI	Uniform, Safety Equipment, Meal, Mileage & Canine Allowances	31
	Uniform Allowance	31
	Canine/Bicycle/S.W.A.T. - Officers Uniforms	31
	Safety Equipment	31
	Ballistic Vests	32
	Mileage & Meal	32
	Canine Allowance	34
Article XII	Seniority	36
	Definitions	37
	Determination of Seniority Date	38
	Order of Layoff	38
	Demotion in Lieu of Layoff	38
	Bumping	
Article XIII	Grievance Procedures	40
	Grievance Procedure	40
	Arbitration	42
	Appeal from Disciplinary Action	42
	Disciplinary Action - Suspension	43
	Purging of Evaluations, Letters of Counseling & Letters of Reprimand from Personnel Files	43
Article XIV	Commencement of Negotiations and Meet and Confer	45
	Commencement of Negotiations	45

	Personnel Rules	45
	Notice of Meet and Confer	45
Article XV	Savings Clause and Term of Agreement	46
Appendix A	City of Antioch Medical-After-Retirement Reimbursement Plan	
	Unit II – Antioch Police Officers’ Association	47
	Plan A	49
	Plan B	51
	Plan C	54
	Plan D	55
Appendix B	Medical Component <u>Only</u> Work Sheet For Cafeteria Benefit Plan and Retiree Payment Calculation	56
Side Letter	Dispatcher Salary Scales	57
Side Letter	Lateral Police Officer & Lateral Dispatcher Vacation Signing Bonus	58
Side Letter	Vacation Leave for Newly Hired Employees	59
Side Letter	Probationary Period	60
	Policy 51 & Speed Alerts	61

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the "Agreement" or "MOU" is entered into by the City of Antioch, hereinafter referred to as the "City", and the Antioch Police Officers' Association, hereinafter referred to as the "Association" or "APOA", has as its purpose the promotion of harmonious labor relations between the City and the Association; the establishment of equitable and peaceful procedures for the resolution of the differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The terms "Agreement" and "MOU" as used herein mean the written Agreement provided under Section 3505.1 of the Government Code.

ARTICLE I

RECOGNITION AND COVERAGE

The City hereby confirms its prior certification of the Association as the recognized employee organization for the employees in Representational Unit II, Police, as defined in the Antioch City Employees' Classification System. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation pertaining to said employees as provided under the City's Employee-Employer Relations Policy and authorized by law.

The following classifications will be covered by this Agreement:

- Police Officer
- Police Corporal
- Police Sergeant
- Police Dispatcher
- Community Services Officer
- Lead Dispatcher

ARTICLE II

CITY RIGHTS

Except--and only to the extent--that specific provisions of this Agreement or Section 3500 et seq. of the Government Code of the State of California require otherwise, the City has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the City shall include, but not be limited to, the right:

- A. To determine the organization of the agency.
- B. To determine and change the purpose and extent of each of its constituent departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the agency.
- D. To set standards for service to be offered to the public.
- E. To direct the employees of the agency, including the right to assign work and overtime.
- F. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the agency.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other reasons.
- I. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased.
- J. To establish, modify, combine or abolish job positions and classifications.
- K. To change or eliminate existing methods of operation, equipment or facilities.
- L. To create, modify or delete departmental rules and regulations.
- M. To contract or subcontract work.

Those inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein.

ARTICLE III

ASSOCIATION RIGHTS

A. Dues Deductions

Employees who voluntarily join the Association may authorize individual payroll deductions for dues, initiation fees, and general assessments, as well as any other membership benefit program sponsored by the Union (hereinafter collectively "dues deductions.") The Association shall be responsible for maintaining records of bargaining unit employees who provide written consent to join the Union and authorize dues deductions. The Association shall certify to the City the identity of such members and the amount of the dues deductions to be withheld from their paychecks.

The City shall deduct from the paychecks of each employee who voluntarily authorizes dues deductions as certified by the Association, or pursuant to an authorization form tendered to the City by the Association or employee, the total amount of dues certified by the Association per month. The City shall promptly remit the total amount deducted, together with a list identifying each employee from whom a deduction was made, to the Association. The Association shall specify the person authorized to receive such funds and address to which the City shall forward the dues deductions.

If an employee desires to revoke, cancel or change their prior dues deduction authorization, the City shall direct the employee to the Association. Any such dues deduction revocation, cancellation and/or change shall be effective only when submitted by the Association to the City and subject to the terms and conditions set forth in the original payroll deduction/authorization.

The City will implement any change to a bargaining unit employee's payroll deductions during the first full pay period following notification of such change by the Association.

B. Hold Harmless

The Association shall indemnify, defend, and save the City, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of action taken or not taken by the City for purposes of complying with any of the dues deduction provisions of this Memorandum of Understanding.

- C. The City and Association agree that the President of the Association or a member of the Association designated in writing by the President, may be allowed reasonable release time away from his/her work duties, without loss of pay, to assist any Unit employee or employees in the investigation of facts and in presentation of grievances.

Provided that, no more than one such person may be allowed release time for the processing of each grievance. When designating a member of the Association pursuant to this section, the President shall provide the required written notice to the Chief of

Police with a copy to the Human Resources Director.

ARTICLE IV

DISCRIMINATION

The City shall not interfere with or discriminate in any way against any employee by reason of his or her membership in, or activity approved by this Agreement, nor will the City discourage membership in the Association or encourage membership in any other employee organization.

The Association, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion. The provisions of this Agreement shall be applied equally to all employees without discrimination as to sex/gender, race/color, national origin/ancestry, age, disability/medical condition, religion, veteran status, pregnancy, sexual orientation, marital status, or employee organization affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE V
HOURS OF WORK

A. Overtime

1. Overtime is ordered and authorized work time in excess of an employee's regular work period. Overtime work shall be recognized only when directly ordered or required by the employee's Department Head or delegated supervisor. All paid time shall count as time worked for the purpose of calculating overtime.
2. Overtime shall be logged on the established form showing project worked on, justification for the use of overtime rather than normal working hours, and the signature of the person authorizing.
3. Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay.
4. Employees shall have the option of taking overtime in pay or compensatory time off. When overtime is taken as compensatory time off, the compensatory time off shall accrue at the rate of one and one-half (1-1/2) times the overtime hours worked.
5. Employees may accumulate no more than ninety (90) hours of compensatory time. Any time above ninety (90) hours shall be paid. Such time off shall be taken upon the request of the employee with the approval of the Department Head. Approval will be granted within a reasonable time period after it is requested. Exceptions to this rule can only be made with the approval of the City Manager.
6. With the Department Head's approval, employees will be allowed to "cash out" up to sixty (60) hours of their accrued compensatory time during each calendar year.
7. The provisions of this Agreement are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.
8. Overtime on holidays shall be compensated at the holiday rate of pay in accordance with Article VII.B.

B. Call-Back Time

When an employee is required to return to work more than one (1) hour after the end of his/her normal shift or more than one (1) hour before his/her normal shift, a minimum of four (4) hours at the overtime rate shall be recorded.

Call-back pay shall be paid if the employee takes a portion of his/her scheduled shift off on either vacation or comp time and is required to return to work more than one (1) hour after completing the assigned scheduled shift or more than one (1) hour before starting the assigned scheduled shift.

Except for personnel assigned to the Narcotics Bureau or in emergency situations, as deemed by the Department, employees shall be eligible for call-back time if they do not receive at least twenty-four (24) hours advance notice of a work schedule change, requiring them to return to work at a time other than their normally scheduled shift.

Any call back for subpoenaed appearances shall be applicable under Article V, Section D. (Court Appearance call back time.)

C. Stand by

(1) An employee assigned to Investigations, Traffic, Mobile Field Force or SWAT may be placed on standby. Employees placed on stand by shall receive Five percent of their regular hourly rate for each hour of standby: Employees shall receive a minimum of twenty- four hours of standby time pay when placed on standby for periods of less than twenty-four hours when on their normal day(s) off. The normal work hours for the employee placed on standby shall be used to determine the twenty-four hour period while on standby during their normal day(s) off.

Example:

Normal work hours; 0700 to 1700 hours

Friday On-duty 0700 to 1700 (employee to receive 14 hours of standby pay from 1700 Friday to 0700 Saturday)

Saturday Off-duty (employee to receive 24 hours of standby pay from 0700 Saturday to 0700 hours Sunday)

Sunday off Duty (employee to receive 24 hours of standby pay from 0700 Sunday to 0700 hours Monday)

Employees assigned to eight hour work days will receive a minimum of 16 hours of stand by pay when placed on stand by on their normal work day. Employees assigned to ten hour work days will receive a minimum of 14 hours of stand by pay when placed on stand by on their normal work day. Employees assigned to twelve hour work days will receive a minimum of 12 hours of stand by time when placed on stand by on their normal work day.

(2) An employee on stand by will at all time while so assigned be in such physical and mental condition within their ability to control to be able to report to work upon being contacted within ninety (90) minutes or driving time from home.

(3) Should an employee on stand by become unable to fulfill his/her obligation to report to duty for reasons beyond his/her control the employee will call Antioch Police Dispatch advising such. An employee who is unable to fulfill their stand by obligation will become exempt for the required minimums and only receive stand by pay for the hours they were on stand by.

(4) Should an employee not be able to fulfill his/her standby obligations as stated in (b) above the employee will forfeit the entire pay for the stand by assignment. Such forfeit will not apply in the event the employee has notified the Department pursuant to (c) above.

(5) Upon contact the employee shall be paid a minimum of four (4) hours at the over time rate of one and one-half times the employee's regular rate of pay. The employee's authorized/ordered standby compensation will not be reduced by any additional compensation received when required to report for duty or perform other authorized duties while on stand by.

(6) No employee shall be assigned to Stand-by for a period greater than two weeks (14 calendar days). After said two weeks the employee shall not be required to be placed on stand-by for a period of two weeks following unless agreed to by the employee and/or stand-by may be treated similarly as shift trades between employees with supervisor's approval. Employees placed on stand by shall be given eight hour notice prior to being placed on stand by.

(7) The City and the Association agree to meet on September 1, 2008 to discuss modifications to stand by. Only modifications that are jointly agreed upon will be adopted.

D. Court Appearances Call Back Time

(1) Court appearances that are outside of the employee's regular work shift or on the employee's regular day off, except court appearances that are covered by Article V, Section D. 1 below, shall be paid at the overtime rate of one and one-half times the employee's regular rate of pay for all court appearance hours worked, with a minimum of four hours paid.

(2) When a court appearance, which has been scheduled to occur outside an employee's regular work shift or on the employee's regular day off, is cancelled and more than a twenty-four hours' notice of the cancellation is given by the Department to the employee, no Court Appearance Call Back Time compensation will be paid to the employee.

(3) When a court appearance, which has been scheduled to occur outside an employee's regular work shift or on the employee's regular day off, is cancelled less than a twenty-four hour period from appearance time and more than a two hour notice of cancellation is given by the Department to the employee, the employee shall be paid two hours at the overtime rate of one and one-half times the employee's regular rate of pay.

(4) When a court appearance, which has been scheduled to occur outside an employee's regular work or on the employee's regular day off, is cancelled and two hours or less notice of cancellation is given by the Department to the employee, the employee shall be paid four hours at the overtime rate of one and one-half times the employee's regular rate of pay.

(5) The time of personal contact or the time a message is left on the employee's provided contact phone number, Department's voice mail and Department's e-mail is considered adequate notice. An employee is not eligible for overtime compensation if notification falls within the parameters of D.2.

Department will redraft overtime cards.

E. Daylight Savings Time

The following schedule adjustments shall occur in the Spring and Fall of the year on the date of the time change to or from daylight savings time:

1. In the Spring of the year, if the shift assigned to ends at 0300 or later that shift will report to work one hour early.
2. In the Fall of the year, if the shift assigned to ends at 0300 or later that shift will report to work one hour later.

ARTICLE VI

COMPENSATION

A. Salaries

Effective the first full pay period after September 1, 2021, salaries for all classifications represented by the APOA shall be increased by four (4) percent.

Effective the first full pay period after September 1, 2022, salaries for all classifications represented by the APOA shall be increased by two (2) percent.

Effective the first full pay period after September 1, 2023, salaries for all classifications represented by the APOA shall be increased by four (4) percent.

Effective the first full pay period after September 1, 2024, salaries for all classifications represented by the APOA shall be increased by three (3) percent.

B. Work In a Higher Classification

1. In order to receive additional compensation for working in a higher classification, the employee must be assigned by the Department Head or designated supervisor and assume and perform substantially all the duties and responsibilities of the position, and perform them for all or the greater part of the working day. Such compensation shall commence on the first working day in the higher class after the employee has previously worked in a higher class for a cumulative total of forty (40) hours for the purposes of training and after having received his/her Department Head's approval as to his/her ability to perform the work of the higher class.
2. Compensation for work in a higher classification shall consist of an additional five percent (5%) of salary, or the lowest salary step of the higher classification, whichever is greater, but not to exceed the highest salary step of the higher classification.

C. Shift Differential

Members shall be paid shift differential as follows:

Sworn

2-1/2% for swing shift when the majority of the shift is scheduled after 1600 hours.

5% for graveyard shift when the majority of the shift is scheduled after 2000 hours.

Non-Sworn

2-1/2% for swing shift when the majority of the shift is scheduled after 1600 hours.

5% for graveyard shift when the majority of the shift is scheduled after 2000 hours

Sworn and Non-Sworn Members

Shift differential shall be paid for the actual hours worked during the scheduled shift. Shift differential is not applicable to overtime hours worked.

Shift differential is only applicable to all sworn and non-sworn employees assigned to the uniformed division. The City and the APOA agree to review and evaluate whether or not shift differential would be applicable if a permanent swing shift schedule is adopted for Investigations.

Police management reserves the right to rotate, transfer, or re-assign personnel from one shift to another, or from one bureau to another; therefore, no property right shall be attached to shift differential. Any rotation, transfer or re-assignment shall not be considered disciplinary or punitive in nature.

D. Hourly Rate

Conversion of monthly rate to an hourly rate equivalent shall be made by dividing such monthly rate by 173.33 hours which is considered to be the average number of work hours per month.

E. Increases Within Pay Ranges

Normally, and as a general rule, upon progress and productivity, employees in the merit system shall be considered for a step advancement according to the following general plan:

1. Steps. The letters A, B, C, D, E and F respectively, denote the various salary steps in the pay range.
2. Step A. Step "A" shall normally be paid upon initial employment into a 6-step pay range.
3. Step B. An eligible employee shall be considered for advancement to Step "B" 13 bi-weekly pay periods (approximately six months) following the date of hire.
4. Exception. If employed at other than Step "A" in a 6-step pay range for the class, then consideration for advancement to the next salary step will take place 26 bi-weekly pay periods (approximately one year) following the date of hire.
5. Advancement beyond Step B. Consideration for each subsequent step advancement shall be after 26 bi-weekly pay periods (approximately one year).
6. Reinstatement or Re-employment at Above Entrance Step. In the case of an employee who is reinstated at any step above Step "A" in the pay range for the class, said employee may be advanced to the next higher step in the pay range no sooner than 26 bi-weekly pay periods (approximately one year) from the anniversary date of the employment or reinstatement.

7. Step F applies only to Dispatch classification.

F. Step Advancement Not Automatic

No advance in salary steps shall be automatic upon completion of the periods of service outlined above, and all increases shall be made on the basis of merit as established by the employee's work performance and after written recommendation of his/her Department Head and approved by the City Manager. Step advancement may be withheld in cases of inferior work performance or lack of application. Step increase denial shall be handled in accordance with the City's Personnel Rules governing the topic.

G. Special Salary Adjustments

In order to correct gross inequities, or to reward outstanding achievement and performance, the City Manager may, upon recommendation of the Department Head and the Human Resources Director, adjust the salary step of an incumbent of a particular position to any higher step within the pay range for the class to which the position was allocated.

H. Applicable Salary Rates Following Pay Range Increases and Decreases

When a pay range for a given class is revised upward or downward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step B, Step C to Step C, etc) and their anniversary date shall not be changed.

I. Pay Range Change on Anniversary Date

In the event that a pay range change becomes effective on an employee's anniversary date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.

J. Pay Range Change on Date of Promotion

In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustments to which entitled in the lower class, and then the next higher step in conjunction with the promotion.

K. Hiring Above Minimum

In cases of unusual difficulty in recruiting, or, in the case of an exceptionally qualified candidate, the City Manager may authorize appointment at a salary step above the minimum for the range.

L. Bilingual Pay

The City shall pay One Hundred Dollars and No/100ths (\$100.00) per month to employee(s) who provide Spanish translation services as required by the Department. Eligibility for receiving bilingual pay shall be determined by the City Manager and the Chief of Police. Such assignment may commence during the employee's probationary period, should the Chief of Police so determine that it is for the good of the Department.

M. Senior Officer Pay

The City will pay each sworn peace officer an addition amount based on the officer's tenure as a full time sworn peace officer in the in the State of California. This senior officer pay shall only apply to peace officers defined in Chapter 4.5, Section 830 of the California Penal Code, who were employed as full time peace officers with a city police agency, county sheriff department or the California Highway Patrol.

Employment as a full time sworn peace officer defined in Section 830.6 of the California Penal Code will not be included in determining tenure.

The additional amount shall be based on the formula below.

Total months of service as a sworn peace officer in the State of California	Additional pay as a % of the officers base monthly pay
Beginning the 108 through the 167 month	2.5 %
Beginning the 168 through the 227 month	5.0 %
Beginning the 228 month	7.5 %

The City and the Association reserve the right to request that other full time sworn peace officers as defined in Chapter 4.5 of the California Penal Code be included in determining tenure. Additionally, this may be done on a case by case basis for individual applicants.

Only those additions, which are mutually agreed upon by both the City and the Association shall be added.

The above amounts are non-compounding.

N. FTO/CTO Pay

Sworn Police personnel shall be eligible for five percent (5%) differential pay only during those times when they are acting as Field Training Officers. Lead Police Dispatchers and Police Dispatchers shall be eligible for five percent (5%) differential pay only during those times when they are acting as Communication Training Officers.

O. Detective/Investigator Pay

Sworn Police personnel who are routinely and consistently assigned to perform detective or investigative duties shall receive an additional two hundred fifty dollars (\$250.00) per month above their base pay while serving in this assignment.

P. Motorcycle Officer Pay

Sworn Police personnel who are routinely and consistently assigned to operate and/or patrol on a motorcycle shall receive five hundred dollars (\$500.00) per month above their base pay during that time they are actually riding a police motorcycle in the performance of work-related duties or activities.

ARTICLE VII

LEAVES

A. Vacation

1. Employees are entitled to vacation leave with pay in accordance with the schedule listed in 5, below. Vacation accrues on an hourly basis per pay period beginning with the date of initial hire. An employee granted a vacation balance upon entering City service and who leaves City service prior to such granted time being accrued per the schedule below and who has used any such vacation will repay the City from the employee's final paycheck for such advanced vacation that was not accrued.
2. The times during the calendar year at which an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard to the needs of the City. Any vacation in excess of four (4) consecutive weeks will require approval of Department Head. The Department Head or designee shall provide an employee denied vacation in excess of four consecutive weeks, written notification of the reason for denial at the time the vacation request is denied. An employee denied vacation in excess of four consecutive weeks shall be given the right to modify (reduce) the duration of the vacation within the same requested weeks prior to other employees being granted vacation within weeks denied to the employee. The employee will present this modification to the Department Head within 5 business days after the employee has received the denial.

Additionally an employee is not precluded from requesting modification to an approved vacation or be required to present a request for vacation any specific number of days prior to the requested vacation occurring. An employee may submit time off requests at any time. (See vacation leave side letter.)

3. Employees may earn vacation credit up to the maximum stated below. At that point, the employee earns no further vacation credit until he/she reduces the balance. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th and 20th years of service, the higher rate will be used for computation of the maximum allowed.
4. The minimum amount of vacation which can be used at any one time is one (1) hour.
5. Employees hired prior to March 1, 1992 shall continue to accrue vacation as follows:

<u>Hours Accrued</u> <u>Years of Service</u>	<u>Per Pay Period</u>	<u>Maximum Accrual</u> <u>Allowed (Hours)</u>
1-4	4.923	192
5 - 9	6.153	240
10 - 14	7.077	276
15 - 19	7.692	300
20+	9.230	360

Employees hired after March 1, 1992 shall accrue vacation as follows:

1 - 4	3.385	192
5 - 9	4.615	240
10 - 14	5.539	276
15 - 19	6.154	300
20+	7.692	360

The intent of this provision is to "grandparent" the vacation accrual rate stated in "A" above for all employees who are members of this unit prior to March 1, 1992.

6. Employees may cash out up to 40 hours of accrued vacation leave once each calendar year. Employees must retain at least 80 hours of accrued vacation leave after cashing out vacation leave. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out 40 hours of accrued vacation leave. The employee can choose to have the 40 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 40 hours (i.e., 20 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).
7. Upon termination of employment, a regular or probationary employee shall be paid cash value of the accrued vacation leave at the time of termination in accordance with the above schedule.

B. Holidays

1. Offices shall be closed to the public on the following holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving Day	Day after Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day

2. In addition, the City shall provide three (3) floating holidays in a calendar year; however, employees with less than six (6) months of service but more than two (2) months of service in a calendar year shall receive only one (1) floating holiday.

Floating holidays must be taken in the calendar year earned. In no event shall an employee be allowed to "cash out" or "carry over" any floating holidays into the next calendar year. The specific date to take floating holidays shall be mutually determined between the employee and his/her Department Head. Floating holidays must be taken in their entirety; no portions of days may be taken. Floating holidays shall be compensated fully based on the employee's work schedule, i.e., an employee working a ten (10) hour shift shall receive the entire shift off as a floating holiday.

3. If an employee is required to work on a holiday--including a properly scheduled floating holiday--he or she shall receive holiday pay at the employee's regular rate of pay plus one and one-half (1-1/2) times the employee's regular rate of pay.
4. Holiday pay is in effect only if the holiday is actually worked. If holiday is on the employee's regularly scheduled shift but the employee is off due to illness, vacation, comp time, industrial injury or other leave, employee is not eligible for the one-and-one half (1-1/2) times the regular rate.

Employees assigned to shift work and who take off on a designated holiday shall receive holiday pay at the straight time rate, eight (8) hours. Any leave taken on a holiday shall be charged to the appropriate leave category with no time-off adjustments to compensate the employee for his/her holiday benefit; i.e. if an employee is scheduled to work a designated holiday but takes off ten (10) hours of vacation, his/her accrued vacation shall be charged ten (10) hours and the employee shall receive his/her holiday benefit in the form of eight (8) hours holiday pay.

Holiday pay applies if the majority of the regularly scheduled work hours fall on the holiday. If overtime hours fall on a shift overlapping a holiday, hours will be paid for the day on which those hours were worked, i.e., if overtime is worked on the holiday, pay shall be based on holiday rate; if overtime comes at end of a shift which is on the day following the holiday, employee will be paid at one- and-one-half (1-1/2) times the regular rate.

5. Holiday pay shall be paid for the actual official date of the holiday except that for employees who work on a Monday through Friday schedule, when a holiday falls on a Saturday, the preceding working day shall be observed and when a holiday falls on a Sunday, the following work day shall be observed.

Employees whose services are not essential to holidays, as deemed by the Department, may be required to take the actual holiday off, or in the event the holiday falls on the employee's normally scheduled day off, at the Department's discretion, the workday immediately preceding or following the holiday shall be observed. Employees shall be compensated at a City observed holiday rate of pay for their entire shift they are required to take off.

6. All call-back time accrued on a holiday shall be paid at the holiday rate of pay, which is the employee's regular rate plus one-and-one-half (1-1/2) times the regular rate of pay. In no event shall the pay exceed double-time and one-half

(2-1/2) times.

C. Sick Leave

1. Regular and probationary employees shall accrue sick leave at the rate of 3.692 hours per bi-weekly pay period. There is no maximum limit for the accrual of unused sick leave.
2. Sick leave may be used in the following situations and as otherwise permitted by law:

For the employee's own illness or injury or for the illness or injury of the employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner.

- b. For the employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the employee's family member as defined in a. above.
 - c. For employees who are victims of domestic violence, sexual assault or stalking as specified in state law.
3. In order to receive sick leave, the employee must notify his/her supervisor or Department office prior to, or as close as possible to, the employee's normal starting time.
4. (a) Upon giving prior written notice, the Chief of Police or designee may require an employee using sick leave to present a physician's certificate attesting he/she has consulted with the physician for an illness or injury. Such certificate must be issued solely by a licensed physician or appropriate medical designee as authorized by the treating physician for the employee's most recent sick leave usage.

(b) The notification for an employee to provide such certificate for an injury or illness shall expire a maximum of 182 calendar days after issuance. The notification shall include the date of expiration.

(c) Employees who have received written notification of the requirement to present such certificate prior to their next occurrence of injury or illness shall present such certificate within one (1) business day upon reporting for duty after an injury or illness.
5. Upon separation, after at least ten (10) years of service, the employee shall

receive payment for the cash value of forty percent (40%) of his or her unused sick leave. The maximum amount payable under this Article is three hundred twenty (320) hours pay.

6. Conversion - Effective September 1, 1998, at the end of each calendar year, if a member has used less than five (5) days of sick leave, he/she may convert up to twelve (12) days of current unused sick leave to vacation or cash on a 3-1 ratio providing such conversion does not reduce sick leave balance to less than four hundred (400) hours. Sick leave not converted shall continue to accumulate to the member's account.

D. Military Leave

Military Leave shall be granted in accordance with the applicable provisions of State Law.

E. Funeral Leave

1. An employee may take time off with pay to attend to arrangements related to and attendance of the funeral of his/her spouse, registered domestic partner, children, step-children, father, mother, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's or registered domestic partner's grandparents and grandchildren.
2. The amount of time off granted shall depend on individual circumstances, but in no case shall exceed three (3) scheduled work days. The employee's Department Head must be notified in advance.

F. Jury Duty/Witness in Judicial Proceeding

1. Any employee legally required to report for jury duty and/or serve as a juror on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served.
2. Any employee legally required to serve as a witness in any judicial proceeding on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. A judicial proceeding is defined as, but is not limited to, coroner's inquest, hearings held pursuant to actions pending in either justice, municipal, superior or federal courts, and other official proceedings to which an employee is subpoenaed in relation to his/her City employment. This provision shall not apply if the employee is a litigant against the City notwithstanding a grand jury subpoena, or is a witness or litigant in any other judicial proceedings unrelated to his/her City employment.

If an employee is subpoenaed for a case at a former Employer and the employee received compensation for such time worked from both the City of Antioch and the former Employer, such compensation from the former Employer shall be remitted to the City of Antioch.

3. Any per diem compensation received by an employee for such services

performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such services to ensure adequate scheduling and staffing levels are met in accommodating the employee's appearance. All employees must report immediately upon the termination of services. A copy of the jury summons or subpoena will be filed with the City by the employee.

4. No employee shall be entitled to full pay for such service when rendered pursuant to an action or proceeding in which such employee or member of the immediate family thereof is a party to such action or proceeding, excepting therefrom actions initiated by the City and having some connection with such employee's employment by said City.

G. Family Care Leave

1. Family and Medical Care Leave shall be as mandated by State and Federal law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Personnel Department. The contents of the Policy shall be modified from time to time in order to reflect administrative changes.

H. Other Leaves of Absence

1. The City Manager may grant a leave of absence without pay for a period not to exceed twelve (12) months.
2. The City Council may grant an additional leave of absence without pay for six (6) months. In no event shall a leave of absence granted by the City Manager and City Council exceed one (1) year.
3. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Director. A regular employee with a granted leave of absence shall not receive compensation for holidays that occur during such leave nor shall he/she accrue vacation or sick leave credit. His or her anniversary date shall be deferred by the length of such leave. If the approved leave is for medical reasons, the City shall continue to pay life and dental insurance premiums for up to the first six (6) months of such leave.
4. If the approved leave is for medical reasons, the employee shall not return to work until he/she provides the City with a doctor's certificate stating that the employee is capable of resuming normal duties on a full-time basis.
5. Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted or to an equivalent position. An employee who fails to report to work within three (3) days following expiration of his or her leave shall be deemed to have voluntarily terminated their employment with the City.
6. An employee who is absent from work for three (3) working days or more without an approved leave of absence in accordance with the provisions of this

section shall be deemed to have voluntarily terminated their employment with the City.

ARTICLE VIII

HEALTH AND WELFARE

A. Medical Insurance

1. The City contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS and the City's Medical-After-Retirement Policy.
2. The City shall contribute on behalf of each active and retired employee who subscribes for coverage an amount equal to the Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum Employer Contribution (MEC) towards the medical insurance premium. The City shall contribute an additional amount on behalf of represented employees to the Cafeteria Plan pursuant to Section H. below. The City's additional contribution shall equal the CalPERS medical insurance premium amounts for the plan year when combined with the MEC. (See Work Sheet in Appendix B.)
3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The City shall make available to active employees and the eligible dependents of active employees, dental insurance coverage equivalent to the Delta Dental Premier Plan which includes a \$3,000 lifetime maximum orthodontia benefit.
2. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.
2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability Insurance Sworn Members

1. The Association shall make available to represented sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

E. Long-Term Disability Insurance Non-Sworn Members

1. The Association shall make available to represented non-sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. Industrial Disability - In the event of an industrial illness or injury, the City shall cease paying full salary for employees who receive Workers' Compensation temporary disability payments, except that full salary shall continue for the first thirty (30) calendar days. The employee may use accumulated sick leave, vacation, compensation time, and floating holidays to extend the time in which full salary can be received.
3. Non-Industrial Disability - In the event of a non-industrial illness or injury, the employee is required to use all but 40 hours of accumulated sick leave before LTD benefits begin. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensation time and floating holidays may be used. The employee also may use vacation, compensation time and floating holidays beyond the thirty (30) calendar day waiting period to extend full salary.
4. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

F. Vision Care

1. The City shall make available to represented employees and the dependents of represented employees Options I, II, III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc. as that plan existed for other represented employees of the City on the effective date of this agreement.
2. Enrollment in the Vision Care Program is optional.

G. Employee Assistance Program

1. The City shall continue to make available to represented employees the City's current Employee Assistance Program (EAP).
2. Enrollment in the EAP is mandatory.

H. Cafeteria Plan

1. Effective January 1, 2016, and for the duration of this Memorandum of Understanding the City shall make the following contributions to the Cafeteria Plan on behalf of represented employees.
 - a. For an employee who is eligible for employee only medical coverage, the City shall contribute the PERS Kaiser single Bay Area rate, subject to A.2 above and f. below.
 - b. For an employee who is eligible for two (2) party medical coverage, the City shall contribute the PERS Kaiser two (2) party Bay Area rate, subject to A.2 above and f. below.
 - c. For an employee who is eligible for family medical coverage, the City shall contribute the PERS Kaiser Family Bay Area rate, subject to A.2 above and f. below.
 - d. City shall contribute to the most densely populated dental plan at the appropriate employee's benefit enrollment level; 1 party, 2 party or Family
 - e. The City shall contribute to the most densely populated vision plan at the appropriate employee's benefit enrollment level; 1 party, 2 party or Family.
 - f. Effective each January 1 for the duration of this agreement, the amounts specified in Section H., 2., a., b. and c. of this Article will be increased by the percentage amounts determined by the PERS Bay Area Kaiser service provider to provide said benefit up to a maximum increase of ten percent (10%) per year. In the event the increase that year is more than ten percent (10%), the City will pay 50% of the increase and the employee will be responsible for the other 50% of the increase that is greater than ten percent (10%).
 - g. The City will contribute up to the full ten percent (10%) to reduce the burden on the employee from the previous year should the increase in the previous year be greater than ten percent (10%). (Example: 12% increase one year,

employee pays 1%. The following year has an 8% increase, City picks up that 1% from the previous year for a total of 9%. Not to exceed 10% to the City in a year where the premium increase was actually less than 10%).

- h. In the event that in December of each year it is determined that the most populated plan in the bargaining unit is not Kaiser, then the Employer will use the most populated plan to apply the above formula.
2. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year as to how the monies in his or her Cafeteria Plan account are to be expended during the ensuing plan year. Thereafter, except as provided in the Cafeteria Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
 - a. During the designated Open Enrollment Period each year, each represented employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered through the Cafeteria Plan.
 - b. If the costs of an employee's selections exceed the City's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Cafeteria Plan to cover the cost of such selections.
 - c. If the costs of an employee's selections under the Cafeteria Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half ($\frac{1}{2}$) of the unused money going to the employee as wages each month and one-half ($\frac{1}{2}$) of the money reverting to the City. For an employee hired after September 1, 2007 the maximum monthly amount that may go into wages is Two Hundred Fifty Dollars (\$250) per month. Such amount will be adjusted each year by the percentage increase of the City's medical contribution on January 1 of each year.
 - d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.
 - e. The City will not treat the employee share of premium payments within the Cafeteria Plan as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

I. Alternative Services

1. The City and the Association may, by mutual agreement, re-open discussions at any time during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.
2. The City also reserves the right to offer optional alternative health and welfare benefit programs.

ARTICLE IX

RETIREMENT

A. Public Employees' Retirement System (CalPERS)

1. Sworn Members

- a. Sworn "classic" and "legacy" employees, as defined by CalPERS, shall continue to receive the CalPERS 3% at age 50 safety retirement benefit plan. Retirement benefits shall continue to be based on the one-year final compensation formula in accordance with Government Code Section 20042.
- b. The City shall continue paying the full 9% employee contribution for "classic" and "legacy" employees as an employer-paid member contribution (EPMC). The City reports such contribution to CalPERS as special compensation". For officers retiring prior to September 1, 2012, the City will purchase a bridge annuity that provides the equivalent benefit of such contribution to CalPERS as special compensation to employee's salary.
- c. Effective the first pay period after March 1, 2012, sworn employees began contributing 9% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan. Sworn "classic" and "legacy" employees shall continue contributing 9% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for that plan.
- d. Effective the first pay period after September 1, 2016, sworn classic and legacy employees shall contribute a total of 11.5% of pensionable compensation (an additional 2.5%) on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan.
- e. Effective September 1, 2017, sworn classic and legacy employees shall contribute a total of 12% of pensionable compensation (an additional 0.5%) on a tax deferred basis towards the City's Cal PERS contributions for the 3% at 50 safety plan.
- f. If, as a result of legislative change or unilateral action by the City, employees are required to make an employee contribution for all or a portion of the employee's share of retirement costs that reduces or eliminates the EPMC, the 12% employee cost share contribution paid towards the employer's cost shall be converted to an employee contribution.
- g. Sworn "PEPRA" employees, as defined by CalPERS, shall receive the CalPERS 2.7% at 57 safety retirement benefit formula. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.

2. Non-Sworn Members

- a. Non-sworn "classic" and "legacy" employees, as defined by CalPERS, shall continue to receive the CalPERS 2.7% at age 55 miscellaneous retirement benefit plan. Retirement benefits shall continue to be based on the one year final compensation formula in accordance with Government Code section 20042.

- b. The City shall continue paying the full 8% employee contribution for non-sworn "classic" and "legacy" employees as an employer-paid member contribution (EPMC). The City reports such contribution to CalPERS as "special compensation" for all non-sworn classic and legacy employees.
 - c. Non-sworn "classic" and "legacy" employees shall contribute 8% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for the 2.7% at 55 miscellaneous plan.
 - d. If, as a result of legislative change or unilateral action by the City, employees are required to make a direct employee contribution for all or a portion of the employee's share of retirement costs that reduce or eliminate the EPMC, the 8% employee cost share contribution paid towards the employer's cost shall be converted to an employee contribution.
 - e. Non-sworn "PEPRA" employees, as defined by CalPERS, shall receive the CalPERS 2.0% at 62 miscellaneous retirement benefit plan. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.
- 3. Except as may be modified by the parties the total cost of retirement benefits shall be borne by the City under California Government Code 20615.
 - 4. The City shall continue providing such other CalPERS optional benefits and enhancements to sworn and non-sworn members as set forth in the City's contract with CalPERS on the date of execution of this MOU.
 - 5. Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits will occur by mutual agreement only.
 - 6. The City and the Association may request that this section be reopened during the term of this MOU, with written notice to the other party. The reopener may only be exercised to address CalPERS rules and/or regulation modifications or the implementation of statutes which impact retirement benefits.

B. Medical-After-Retirement

The City shall provide a medical-after-retirement benefit in accordance with the Antioch Police Officers' Association Medical-After-Retirement Reimbursement Plan as described in Appendix A.

ARTICLE X

EDUCATIONAL INCENTIVE

A. Educational Reimbursement Program

Employees are eligible to receive reimbursement for approved courses through a recognized college or university in accordance with City policy on educational reimbursement up to a limit of Eight Hundred and No/100ths (\$800.00) per year

B. Educational Incentive Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows:

AA Degree	2.5%
BA/BS Degree	5%

The above percentages are not cumulative. The maximum educational incentive a sworn employee can receive is 5%.

2. Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher and Lead Dispatcher shall receive educational incentive pay as a percentage of base monthly pay as follows:

AA Degree	2.5%
BA/BS Degree	5%

The above percentages are not cumulative. The maximum educational incentive a dispatch employee can receive is 5%.

3. Effective September 1, 2016, non-sworn employees in the classification of Community Services Officer shall receive educational incentive pay for possession of an Associate or Bachelor's degree as follows:

AA Degree	\$75 per month
BA/BS Degree	\$105 per month

The above amounts are not cumulative. The maximum educational incentive a Community Services Officer can receive is \$105 per month.

C. Peace Officer Standard Training (POST) Certificate Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate	2.5%
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Advanced Certificate 5%

The above percentages are not cumulative. The maximum POST incentive a sworn employee can receive is 5%.

2. Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher and Lead Dispatcher shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate 2.5%
Advanced Certificate 5%

The above percentages are not cumulative. The maximum POST incentive a dispatch employee can receive is 5%.

D. Corporal POST Certificate

1. Effective March 1, 2012, the Corporal position may be eligible for Supervisor POST Certificate, if POST approves the Department's request for Corporals to be considered for the POST Supervisory Certificate, and
 - The Department's current training meets the POST standards for the Supervisory Certificate.
2. The possession of a POST Supervisory Certificate will not qualify an employee, in and of itself, to be reclassified to the Sergeant Classification.
3. The intent of allowing the Corporal to be eligible for a POST Supervisory Certificate is NOT to:
 - provide certificate compensation for the POST Supervisory Certificate.
 - provide an avenue for Corporals to claim they are meeting the full range of Sergeant duties.

E. Employees are only eligible to receive either the education incentive or a POST incentive but not both.

F. It is the employee's responsibility to notify their Department Head and the Personnel Department of any degree or certificate attained. The pay will begin the date the Personnel Department receives a copy of the degree or certificate. There shall be one exception to this rule: An employee is eligible for up to three (3) months retroactive pay if there is a delay between attainment of the degree or certificate and official notification from the college, university or academy.

Qualifying courses and special instruction are to be pursued during the employee's off-duty time. As the approved training will be outside the area of assignment, no employee shall be allowed to attend the training while on duty, and no overtime shall be accrued for any training pertaining to the approved hours. This will not restrict any employee to apply for time off when said time can be deducted from his/her accrued overtime hours, or for arranging to trade shifts

with another employee, having another employee work his/her shift in order to attend classes. The time off and trading of shifts shall be at the discretion of the shift supervisor and by approval of the Department Head.

ARTICLE XI

UNIFORM, SAFETY EQUIPMENT, MEAL, MILEAGE & CANINE ALLOWANCES

A. Uniform Allowance

1. Sworn Members

- a. Sworn members, effective September 1, 2007, shall receive a uniform allowance of Eight Hundred Sixty Dollars and No/100ths (\$860.00) per year paid at the rate of Seventy-one Dollars and 67/100ths (\$71.67) per month.
- b. Effective each September 1 thereafter for the duration of this Agreement, the uniform allowance for Sworn Members shall be increased by Twenty Dollars and No/100ths (\$20.00) per year, paid on a monthly basis.

2. Non-Sworn Members

- a. Non-Sworn members, effective September 1, 2007, shall receive a uniform allowance of Five Hundred Fifty Dollars and No/100ths (\$550.00) per year paid at the rate of Forty-Five Dollars and 83/100ths (\$45.83) per month.
- b. Effective each September 1 thereafter for the duration of this Agreement, the uniform allowance for Non-Sworn Members shall be increased by Ten Dollars and No/100ths (\$10.00) per year, paid on a monthly basis.

B. Canine/Bicycle/S.W.A.T

Canine Officers shall be provided with two (2) canine "utility" uniforms, consisting of two (2) pants and two (2) shirts.

Bicycle Officers shall be provided with two (2) bicycle uniforms, consisting of one (1) pair of shorts, one (1) pair of long pants, two (2) shirts and one (1) pair of gloves.

S.W.A.T. team members shall be provided with one (1) S.W.A.T. uniform consisting of one (1) pair of long pants, and one (1) shirt.

All items of uniform apparel provided to the above officers shall be replaced as deemed necessary by the Department Head and/or his/her designee.

C. Safety Equipment

1. The City shall provide necessary safety equipment as deemed appropriate by the Department Head, to those officers assigned to S.W.A.T. and/or bicycle patrol.

2. Ballistic Vests

The City shall provide all sworn officers with a ballistic vest upon employment. Should such vest become unserviceable due to normal wear and tear, or defects, or the manufacturer's warranty date expires, the City shall replace the vest at no cost to the employee.

- a. The City reserves the right to determine the ballistic vest specifications including, but not limited to, manufacturer, design, threat level, etc.
 - b. An employee may, of their choosing, opt to purchase their own vest provided the chosen vest either meets or exceeds the ballistic vest specifications utilized by the Department. Should the cost of the vest exceed the cost of the City-issued vest, the City will reimburse the employee's expense, not to exceed the cost of the City-issued vest.
3. Motor officers, shall be provided with 1 Helmet, 1 pair of Boots, 1 pair of Gloves, 1 pair of safety glasses for day time, 1 pair of safety glasses for night time, 1 leather jacket, 2 pair motor cycle uniform pants.

D. Mileage and Meal

1. Whenever a member of this unit is required to use his/her personal automobile for City business, that member shall be compensated in accordance with Administrative Memo No. 66 dated April 29, 1997 (as set by IRS Code).
2. Whenever a member of this unit works in excess of four (4) hours overtime, he/she shall be compensated for the cost of a meal in accordance with paragraph 4 (a) below.

The City shall pay/reimburse the cost(s) for all travel/transportation, lodging, and parking and provide employees the daily per diem published by the U.S. General Services Administration for the region, when employees work duties require overnight lodging. Authorization by the Department Head is required for work duties which require overnight lodging and payment or reimbursement of the following:

City Vehicle – City shall reimburse the employee for all fuel cost(s) when the employee was required to purchase fuel for the City vehicle. The employee shall submit a receipt(s) upon requesting reimbursement.

Personal Vehicle – City shall reimburse the employee at the mileage reimbursement rate published by the U.S. General Services Administration for all mileage directly related to authorized duties. Mileage will be based on round trip distance between the Antioch Police Department and the destination. Should the travel require overnight accommodations, the round trip mileage between the place of lodging and the destination shall also be reimbursed.

Rental Vehicles – City shall pay/reimburse the employee for all rental fees to include required vehicle rental fee, supplemental rental vehicle insurance

coverage and fuel cost(s) directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement.

Air Travel – City shall pay/reimburse the employee for all air travel fees directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement.

Public Transportation – City shall pay/reimburse the employee for all public transportation fees directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement for amount over ten dollars.

Parking – City shall pay/reimburse all parking cost directly related to authorize duties. The employee shall submit a receipt(s) when requesting reimbursement.

Lodging - City shall pay/reimburse the employee for all lodging (room fee and any taxes) costs directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement.

Per Diem – City shall provide the employee the daily per diem published by the U.S. General Services Administration for the region. The employee will not be required to provide receipts or reimburse the City any unspent per diem. In the event an employee is attending a function in which the relevant meal(s) are furnished as part of the cost of the function, that part of the per diem meal allowance will not apply for those meals provided and will be prorated.

The employee shall be required to reimburse the City any per diem received when:

Travel cancelled prior to the departure of employee or the employee did not travel. Employee shall reimburse the City the entire per diem provided.

Number of per diem day provided less than the actual number of days employee traveled. Employee shall only reimburse the City for the number of per diem days not traveling

4. As it relates to local travel not requiring overnight accommodations the following conditions shall apply:

Meal Reimbursement Eligibility:

- a. Meal reimbursement will be for the "actual cost of the meal" up to a maximum of \$11.50 for breakfast, lunch or dinner.
- b. Requests for reimbursement must be submitted on an "official receipt" from the eating establishment. If the receipt does not bear the name of the eating establishment, the establishment's name must then be written on the receipt by the employee. Handwritten receipts must be filled out by a member of the eating establishment, not the employee.

- c. Receipts must be submitted by the beginning of the next regularly scheduled workday.
- d. A receipt representing a purchase for multiple employees shall list the names of the employees on the reverse side.
- e. For purposes of this section, "normal meal time" is defined as follows:

If an employee is working their normally scheduled shift, the normal meal time shall be the hour immediately following the mid-point of their shift. Example: An employee who is working swing shift, 1500 to 0100 hours, the midpoint would be 2000 hours. The meal time would be 2000 to 2100 hours. The employee must be away for one (1) hour before and one (1) hour after this period.

If an employee is off, or working a 0800 to 1700 hour shift, the normal meal time shall be considered 1200 to 1300 hours. To qualify for reimbursement, the employee must be away between 1100 to 1200 and 1300 to 1400 hours, one (1) hour before and one (1) hour after meal time.

E. Canine Allowance

- (a) City of Antioch shall purchase the service dogs and maintain ownership unless sold as set forth below. Any dogs sold shall be on an "as-is" basis with no warranties. The new purchaser of the dog shall then be responsible for all maintenance and care of the dog.
- (b) If after a minimum of four (4) years in assignment, or at any time when the service dog is deemed to be disabled to perform required police work, and is retired, the City of Antioch agrees to sell the service dog to the current handler for one dollar (\$1.00) upon retirement from the unit at the handler's option.
- (c) If the service dog is deemed to be unsuitable to perform and is removed from the canine unit, the City of Antioch at the sole discretion of the Chief of Police, may sell the service dog to the handler for one dollar (\$1.00), but only after the service dog has been evaluated by two independent trainers; to determine if it presents a liability. The cost of this evaluation shall be assumed by the City of Antioch. The determination of whether a service dog is unsuitable to perform, as well as the determination of whether to sell it, shall be at the sole discretion of the Chief of Police.
- (d) If the service dog is still capable of performing police work and the handler leaves the unit between years one (1) and four (4), the City of Antioch at the sole discretion of the Chief of Police, may sell the service dog to the handler at a prorated cost to include the initial purchase of the service dog and basic handler's course based on the following formula:

Years one (1) to two (2):	100%
Years two (2) to three (3):	60%
Years three (3) to four (4):	40%

(e) While the dog is in service for the City of Antioch, the handler shall be responsible for its care including food, grooming and veterinary care. City of Antioch shall pay monthly maintenance costs in the amount of one-hundred fifty dollars (\$150.00) for food, grooming and other maintenance costs. City of Antioch shall also pay for reasonable veterinary costs.

In determining the reasonableness of costs, consideration shall include, but is not limited to: nature of illness or injury, veterinarian's prognosis, service life expectancy of the canine, and whether the illness or injury has been sustained on or off duty. Costs incurred will only be considered for "active" and "City Owned" service dogs. The Chief of Police has sole discretion at determining reasonableness.

(f) City of Antioch shall provide a 5% specialty assignment pay to service dog handlers while assigned to the canine unit as defined in Section 571(a)(4) in Title 2, Division 1, Chapter 2 of the California Code of Regulations.

(g) At the City of Antioch's discretion, the City shall pay reasonable costs for the installation of a service dog kennel to be installed at the residence of the service dog handler.

(h) City of Antioch shall purchase all required service dog equipment to include leashes, harnesses, collars, badge and muzzle and shall replace the equipment as needed and deemed appropriate by the Canine Unit manager.

(i) City of Antioch agrees to pay for all service dog training while the dog is in service. The amount and type of training provided shall be established at the sole discretion of the Chief of Police.

(j) The City of Antioch reserves the right to remove an officer from the Canine Unit if the officer has demonstrated a pattern of unsatisfactory job performance. The City of Antioch also reserves the right to terminate the Canine Unit program.

ARTICLE XII

SENIORITY

A. City Definitions

1. City Service Date shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. City Service Date shall be calculated to include all time spent as an employee of the City as defined above including all time spent on paid leave of absence (including military leave as defined above) and excluding all time spent on unpaid leave of absence.
2. Classification Seniority Date shall be defined as the date upon which the employee was hired or promoted into their current classification and shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. Classification Seniority Date shall be calculated to include all time spent as an employee of the City as defined above including all time spent on paid leave of absence and excluding all time spent on unpaid leave of absence.

B. Department Definitions

1. Seniority shall be defined as the date of hire with the City of Antioch, which shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing seniority.
2. Date of Classification shall be defined as stated below. The Date of Classification shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the Date of Classification.

3. SWORN

Officer

Classification Seniority shall be defined as the date upon which the employee was hired as a Sworn employee with the City of Antioch and shall include all time as a sworn employee. Date of Classification shall be calculated as indicated above.

Corporal

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to the classification of Corporal with the City of Antioch. Date of Classification shall be calculated as indicated above.

Sergeant

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to the classification of Sergeant with the City of Antioch. Date of Classification shall be calculated as indicated above.

4. NON-SWORN

Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired as a Dispatcher with the City of Antioch, and shall include all time as a Dispatcher and Lead Dispatcher. Date of Classification shall be calculated as indicated above.

Lead Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to a Lead Dispatcher with the City of Antioch. Date of Classification shall be calculated as indicated above.

Community Service Officer

Classification Seniority shall be defined as the date of hire as a Community Service Officer with the City of Antioch. Date of Classification shall be calculated as indicated above.

C. Determination of Seniority Date

As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City Service Date. All service in a given classification shall be counted towards the establishment of an employee's Classification Service Date. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City Service Date and Classification Seniority Date.

D. Appropriate Classification

Probationary or regular status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold regular or probationary status.

E. Ties

1. If two (2) or more employees have identical City Service Date and Date of Classification the tie shall be resolved by the following:
 - a. For employees hired before January 1, 2012 the tie shall be resolved in accordance with the Antioch Police Officers' Association Police Officers' Seniority List (data as of 11/03/2012.)
 - b. For employees hired on or after January 1, 2012 the tie shall be resolved by the employee who has the lowest last three (3) digits of their Social Security Number shall have the higher seniority date.

F. Days Off

Classification seniority shall be the basis for preference for vacation, personal holidays and compensatory time off.

G. Shift Bid

Shift Bid for patrol and dispatch will be done by seniority. The process will be outlined in Department policies, special orders and practices, which may be modified or changed in accordance with the MMBA.

H. Order of Layoff

The order of layoff shall be in inverse classification seniority, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee hired until the list of former employees is exhausted. All emergency and temporary employees working in the same classification as those identified for layoff must be laid off prior to the layoff of probationary or regular status employees.

I. Demotion in Lieu of Layoff

Before an employee with regular or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications.

In the process of demoting, the Classification Seniority Date shall be utilized. Employees with the least amount of seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step.

In rehiring, as promoted positions are reinstated, the last employee to voluntarily demote shall be the first employee promoted until such list of demoted employees is exhausted. In no case shall an employee that voluntarily demoted be reinstated to a higher classification than the employee originally held prior to voluntarily demoting.

J. Bumping into the Bargaining Unit

Bumping Rights Limited by the following:

- Any employee of the Police Department who is not a member of the bargaining unit represented by the APOA who requests to bump into a classification represented by the APOA must meet the following criteria at least 45 days prior to placement in the bargaining unit:
 - The individual must meet the Minimum Qualifications of the classification for which they wish to bump into.
 - Any individual must meet the physical requirements of the classification.
 - The individual must meet the educational requirements of the classification.

- The individual must meet any POST requirements.
- The individual must pass all psychological examinations required of new employees.

ARTICLE XIII

GRIEVANCE PROCEDURE

The following grievance procedure is in accordance with the City of Antioch Personnel Rules.

A. Grievance Procedure

1. A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of the following:

- Personnel Rules
- Merit System Rules and Regulations
- Memorandum of Understanding
- Department Policies
- Department Procedures
- Department Special Orders

Grievances filed regarding the following may be processed only through and including Step 3 (City Manager Level) of the grievance procedure.

- Department Policies
- Department Procedures
- Department Special Orders

2. For purposes of this procedure a "work day" or "working day" is defined as:
 - Any day Monday – Friday except for City designated Holidays and City Hall closures.
3. It is the intent of the City to anticipate and diminish causes of grievances and settle any which arise informally at the lowest practical level of supervision as fairly and promptly as possible. Any grievance not initiated or pursued by the employee or employee organization, as the case may be, within the time limits specified in this procedure, will be considered settled on the basis of the last answer by the City unless the time limit is extended by written agreement of both parties. If the City fails to respond within the time limits specified in this procedure, the employee or employee organization shall be entitled to pursue the grievance to the next higher step in this procedure.
4. At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance within fifteen (15) working days, except for any materials which, in the City Manager's discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee.

5. Any employee in the bargaining unit and/or the employee organization shall have the right to use the grievance procedure. Any employee in the bargaining unit or employee organization shall be able to use the grievance procedure free from restraint, discrimination, pressure of reprisal from any other employee, supervisor, division head, department head, or representative of employee organizations. Employee shall have the right to present grievances individually or through their employee organization. An employee shall have the right to withdraw the grievance at any step in the procedure. An employee shall have the right to designate a representative of an employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of the employee organization, the employee filing the grievance shall also be present during the discussions and all steps of the grievance procedure.
6. Grievances will be processed in the following manner and within the stated time limits:

Step 1. The grievance must be presented to the employee's Lieutenant or his/her designee within fifteen (15) work days following the occurrence of the event or discovery of the event upon which the grievance is based. The grievance must be presented in writing on the official City of Antioch Grievance Form. The Lieutenant or his/her designee shall make a thorough investigation of the reported grievance and render his/her decision within five (5) work days. Most grievances should be solved at this employee-supervisor level.

Step 2. If the employee is not satisfied with the decision of the Lieutenant at Step 1 and wishes to appeal the decision, the employee, individually or by instructing the designated representative of the employee organization, can appeal the grievance to the Chief of Police or his/her designated representative. The appeal must be in writing and filed with the Chief of Police within fifteen (15) working days of the date the decision was rendered by the Lieutenant in the preceding step.

At this step of the grievance procedure, a supervisor or employee, individually or through his/her designated employee organization representative, shall have the opportunity to provide evidence from witnesses. The Chief of Police or his/her designee in this step shall make a thorough investigation of the reported grievance and render his/her decision in writing within five (5) working days.

Step 3. If the employee is not satisfied with the decision of the Chief of Police at Step 2 and wishes to appeal the decision, the employee individually or by instructing the designated representative of the employee organization, can appeal to the City Manager. The appeal shall be in writing and filed with the City Manager within fifteen (15) work days of the date the decision was rendered by the Chief of Police in the preceding step. The written appeal shall include a detailed statement of the grievance. The City Manager or designee shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days after the

close of the investigation. The City may initiate its grievances at this step of the procedure. Such grievances shall be filed with the employee organization president and if not settled at this Step, shall proceed to Step 4.

Step 4. If the Association is not satisfied with the City Manager's or designee's decision at Step 3, the Association may require that the grievance be referred to an impartial arbitrator by notifying the City Manager within fifteen (15) working days of the conclusion of Step 3.

B. Arbitration

If arbitration is requested, representatives of the City and the APOA shall meet promptly to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator during that time frame, the parties shall request a list of seven (7) labor arbitrators from the California State Mediation and Conciliation Services (CSMCS). Within fifteen (15) working days following receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by coin flip. The parties shall immediately inform the arbitrator of his/her selection.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the POA and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

The Arbitrator shall not entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this Article.

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU may be referred for grievance under this Article and no Arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

Decisions of Arbitrators on matters properly before them shall be final and binding on the parties hereto.

C. Appeal from Disciplinary Action

1. Any employee in the merit system shall have the right to appeal any formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in pay and discharge. Failure to successfully complete a probationary period or to obtain a merit increase are not disciplinary actions and are not subject to appeal.
2. Within fifteen (15) working days after final notice, suspension, demotion, reduction in pay or discharge:
 - i. The employee shall have the option to request an appeal in accordance with Municipal Code Section 2-4-105; or

- ii. The APOA, as the employee's representative, may file an appeal in writing to the Human Resources Director requesting an appeal hearing for an Arbitrator as specified in Section B above or an appeal in accordance with Municipal Code Section 2-4-105.
 - iii. Once an election is made for an appeal in accordance with Municipal Code Section 2-4-105 or arbitration, the Association and/or the employee waives the right to pursue an appeal hearing in the forum that was not selected.
- 3. Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.
 - 4. In any situation where there may be a discrepancy in the appeals process the MOU shall take precedent.

D. Disciplinary Action - Suspension

An employee may be suspended for disciplinary purposes and/or cause for a period not exceeding thirty (30) working days. Such suspension shall carry with it a loss of salary for the period of suspension.

E. Purging of Evaluations, Letters of Counseling and Letters of Reprimand from Personnel Files

- 1. While it is recognized by the City and the APOA that Performance Evaluations, Letters of Counseling and Letters of Reprimand are not subject to the grievance procedures outlined in Article XIII of the MOU between the City and APOA, it is agreed between the City and the APOA a system be established which will allow for the purging of Letters of Counseling and Letters of Reprimand from individual employee personnel files on a case-by-case basis. Performance evaluations are not subject to purging.
- 2. Letters of Counseling and Reprimand are defined as follows:

Letters of Counseling - are non-disciplinary in nature. They are designed to inform employee(s) of unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices. Letters of Counseling are designed exclusively to improve unsatisfactory job performance by educating and training the employee(s) as to specific acceptable job standards.

Letters of Reprimand - are disciplinary action imposed upon an employee which formally documents an employee(s)' unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices.
- 3. APOA members who incur Letters of Counseling or Reprimand may apply to the Chief of Police to have said Letters purged from their personnel files as follows:
 - a. Letters of Counseling may be purged following a period of two (2) years from the date issued, except Letters of Counseling resulting from a formal citizen's complaint will not be given consideration for purging until five (5) years from the date the Letter was issued.

- b. Letters of Reprimand may be purged following a period of five (5) years from the date the Letter was issued.
- c. All requests for the purging of Letters of Counseling or Reprimand shall be made in writing from the affected employee to the Chief of Police.
- d. The Chief of Police maintains sole discretion in the decision of whether or not to purge Letters from an employee's personnel file. A decision not to purge a Letter of Counseling or Reprimand may be based on, but not limited to, the following reasons:
 - The Letter represents documentation of an improper pattern or practice by an employee, which continued over a significant period of time.
 - The employee has a pending internal investigation(s) which has not been resolved as of the date of the request.
 - Since the Letter was issued, the employee has incurred further discipline.
 - The City and/or the employee is involved in litigation to which the Letter may have some bearing.
 - The employee has a prior disciplinary suspension(s).

ARTICLE XIV

COMMENCEMENT OF NEGOTIATIONS AND MEET AND CONFER

A. Commencement of Negotiations

Negotiations shall commence no later than forty-five (45) days prior to the expiration of this Agreement, and no sooner than one hundred and twenty (120) days prior to the expiration of this Agreement. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

B. Personnel Rules

The parties agreed that Section 2.25 Per Diem Position does not apply to safety bargaining unit positions.

C. Notice to Meet and Confer

Notice to meet and confer in accordance with the MMBA and written notice of the conclusion of such meet and confer shall be served on the parties as follows:

- City of Antioch at the e-mail addresses for the following:
 - Human Resource Director
 - Chief of Police
- Antioch Police Officers' Association at the Police Department e-mail addresses for the following:
 - President of the APOA
 - Vice President of the APOA
 - Labor Relations Provider for the APOA

Either party may change the addressee(s) to which notice shall be sent by giving written notice to the other party at least seven (7) days prior to implementation of said change.

ARTICLE XV

SAVINGS CLAUSE and TERM OF AGREEMENT

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Memorandum of Understanding is for a term commencing, September 1, 2021 through August 31, 2025 .

CITY OF ANTIOCH

By: 

Cornelius H. Johnson
City Manager

ANTIOCH POLICE OFFICERS' ASSOCIATION

By: 

Timothy K. Talbot, Chief Negotiator

By: 

Rick Hoffman, APOA President

Dated: 10/20/22

Dated: 10/2/22

APPENDIX A

CITY OF ANTIOCH MEDICAL-AFTER-RETIREMENT REIMBURSEMENT PLAN UNIT II, ANTIOCH POLICE OFFICERS' ASSOCIATION

The Medical-After-Retirement Reimbursement Plan ("Plan") is established to provide for City contributions toward medical insurance premiums for retired employees as outlined below. This Plan does not provide medical insurance for retirees. Eligibility for and enrollment in City-sponsored medical plans are governed by the City's insurance provider(s), subject to the provisions and limitations of this Plan, retirees may be enrolled in and be reimbursed for the premium expenses of alternative medical insurance plans.

CONTRIBUTION LEVEL

- A) The City shall contribute to this Plan an amount equal to a set percentage of salary per month, as determined and as may be changed from time to time by an actuarial review as such salary is established in the salary resolution for each probationary and regular employee represented by the Association.
- B) The fund shall be established and administered by the City's Finance Department. Contributions shall be made monthly to the fund. To insure highest possible interest rates, deposits may be combined with other City funds. However, separate records will be kept and interest will be credited to the account annually.
- C) Funds in this account belong to the Medical-After-Retirement Plan and are for the uses set forth in this document.
- D) Payment for all insurance premiums pursuant to this Plan shall be made from the Medical-After-Retirement Plan Fund. The City shall not be liable for any benefit payments or claims arising out of this Plan.

PAYMENTS

- A) Premiums for City-sponsored medical plans shall be deducted from the retiree's PERS check. Retiree may be responsible for authorizing these deductions at the time of retirement. Deductions can be made to cover dependents.
- B) Retirees who are enrolled in an alternative medical plan shall submit a request for reimbursement to the City. Requests for reimbursement may be made monthly but in no event less than once per year. Retirees who are enrolled in alternative medical coverage shall provide proof of payment with their reimbursement requests.

Applicable State and Federal regulations

This Plan is subject to any and all applicable State and Federal regulations. Changes to this Plan necessary to comply with these regulations shall be made by the City. Furthermore, this Plan also may be subject to certain requirements imposed by the City-sponsored medical insurance providers.

ADVISORY COMMITTEE

- A) The Advisory Committee shall consist of three (3) employees who are represented by the Antioch Police Officers' Association and who are appointed by the Association; one (1) Management representative appointed by the City Manager who does not vote except in the case of a tie; and one (1) retiree who is a current participant in this Plan chosen by the other members of the committee for a term of two years. If there is no retiree available and interested in serving on the committee, this position shall remain vacant. A quorum shall consist of at least two (2) representatives of the Antioch Police Officers' Association and the Management representative.
- B) The purpose of the Committee shall be to periodically review Plan finances, including actuarial and other financial reports, and to evaluate the application and administration of the various provisions of this Plan Document. The Advisory Committee shall have no decision-making authority regarding the operation or funding of this Plan. The Advisory Committee may make recommendations to the City Manager regarding same.
- C) The Advisory Committee may meet upon request of any Committee member and shall meet at least once each calendar year.

PLAN A

I. ELIGIBILITY

- A) This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City before, on or after March 1, 1987; (2) retired from the City with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City. The level of benefits for which the retiree is eligible is as follows:
- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
 - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
 - iii) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
 - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents who lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

II. ENROLLMENT PERIOD

- A) Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section III.B.3. Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section III.A.2.

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D) Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

III. COVERAGE

A1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section II.A, above.

If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Each Plan year, the City shall reimburse an amount for medical-after-retirement benefits not to exceed the premium for single or 2party coverage with the City-sponsored medical insurance provider (individual insurance carrier in the case of multiple provider programs) that had the highest enrollment of active City employees during the previous enrollment period and prorated in accordance with years of service as defined in Section I.A

IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay One Hundred and Twenty-five Dollars (\$125.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred Twenty-five Dollars (\$125.00) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Section H. below by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

PLAN B

I. ELIGIBILITY

- A. This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City on or after March 1, 1987; (2) retired from the City on or after July 1, 1993, with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City. The level of benefits for which the retiree is eligible is as follows:
- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
 - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
 - iii) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
 - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents that lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

II. ENROLLMENT PERIOD

- A. Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section III.B.3. Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section III.A.2.

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D. Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

III. COVERAGE

A1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section II.A, above.

If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Further, for eligible employees who file their retirement applications on or after July 1, 1993, the City will reimburse as medical-after retirement benefits an amount not to exceed what is paid for active employees for single or 2-party coverage as determined in Section VIII H. 1.

B.2. The caps may be re-negotiated based on actuarial studies of fund solvency. Any increase in the caps shall apply to anyone who retires on or after July 1, 1993.

B.3. The maximum payment to retirees who obtain health insurance from providers other than City-sponsored providers shall be set at the same rate as for retirees who are enrolled in a City-sponsored program. Except that, in no event shall such benefit exceed the actual cost of such coverage or the caps as set forth in Section III.B.2 and prorated in accordance with years of service.

IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay One Hundred twenty-five Dollars (\$125.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred Twenty-five Dollars (\$125.00) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

PLAN C

Notwithstanding any of the above, an employee in the bargaining unit and employed by the City as of September 1, 2007 and who retires from the City of Antioch in accordance with all the other qualifications set forth in this Appendix A as to eligibility, enrollment and coverage will receive up to either the one party or two party Kaiser PERS Bay Area rate, as the case may be, toward his or her retiree medical coverage based on the following vesting schedule. Such employee is not eligible for Plan B above.

Fifty percent of the (50%) benefit level for the employee who retires with a minimum of ten (10) years but less than eleven (11) years of service.

Fifty-five percent of the (55%) benefit level for the employee who retires with a minimum of eleven (11) years but less than twelve (12) years of service.

Sixty percent of the (60%) benefit level for the employee who retires with a minimum of twelve (12) years but less than thirteen (13) years of service.

Sixty-five percent of the (65%) benefit level for the employee who retires with a minimum of thirteen (13) years but less than fourteen (14) years of service.

Seventy percent of the (70%) benefit level for the employee who retires with a minimum of fourteen (14) years but less than fifteen (15) years of service.

Seventy-five percent of the (75%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than sixteen (16) years of service.

Eighty percent of the (80%) benefit level for the employee who retires with a minimum of sixteen (16) years but less than seventeen (17) years of service.

Eighty-five percent of the (85%) benefit level for the employee who retires with a minimum of seventeen (17) years but less than eighteen (18) years of service.

Ninety percent of the (90%) benefit level for the employee who retires with a minimum of eighteen (18) years but less than nineteen (19) years of service.

Ninety-five percent of the (95%) benefit level for the employee who retires with a minimum of Nineteen (19) years but less than twenty (20) years of service.

One Hundred percent of the (100%) benefit level for the employee who retires with a minimum of twenty or more years of service.

MINIMUM EMPLOYER CONTRIBUTION

The City shall pay One Hundred Twenty-five Dollars (\$125.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred Twenty-five Dollars (\$125.00) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]. As set forth in Plan C above "benefit level" shall include all future premium increases. As premiums are adjusted so to will be the employee/City contribution level to reflect the benefit level based on the current applicable Kaiser plan rate.

PLAN D

Bargaining Unit Employees Hired after September 1, 2007

For employees hired after September 1, 2007 the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical – After – Retirement Account (MARA). In the event the employee makes a contribution of up to Two point Five percent of the employee's base monthly salary toward the Medical After Retirement Account, the City will match such contribution up to One percent (1.0%). The City's total contribution toward any employee will not exceed Two point Five percent (2.5%). Employees in plan D shall have proprietary right to their individual plan and upon separation from the City shall maintain such right.

The parties agree to participate in a City wide committee to implement the new Medical After Retirement Account program. Among the topics to be considered, but not limited to, will be the following;

- The ability of current employees to switch to the new MARA.
- The ability of all employees to contribute additional monies to the MARA.

APPENIX B

MEDICAL COMPONENT ONLY WORK SHEET FOR CAFETERIA BENEFIT PLAN AND RETIREE PAYMENT CALCULATION

Using the Kaiser Single Party as an
example

	Calculations		Calculations
Kaiser 2007 rate PERS Bay Area	\$ 431.17	Kaiser 1-1- 2008 rate PERS Bay Area	\$ 470.67
PEMCA minimum 2007 (paid by City separately to PERS)	\$ 80.80	PEMCA minimum 2008 (paid by City separately to PERS)	\$ 97. 00
City contribution toward single party medical component of Cafeteria plan or retiree medical base number	\$350.37	City contribution toward single party medical component of Cafeteria plan or retiree medical base number	\$373.67 + \$97.00 (from above) = \$470.67

Using the Kaiser Two Party as an example

	Calculations		Calculations
Kaiser 2007 rate PERS Bay Area	\$ 862.34	Kaiser 1-1- 2008 rate PERS Bay Area	\$ 941.34
PEMCA minimum 2007 (paid by City separately to PERS)	\$ 80.80	PEMCA minimum 2008 (paid by City separately to PERS)	\$ 97. 00
City contribution toward two party medical component of Cafeteria plan or retiree medical base number	\$781.54	City contribution toward two party medical component of Cafeteria plan or retiree medical base number	\$844.34 + \$97.00 (from above) = \$941.34

SIDE LETTER

Dispatcher Pay Scales

Effective the first full payroll period after September 1, 2016, the salary schedules for all police dispatcher classifications shall be converted from a six step scale to a five step scale. The existing step B salary shall become the new step A salary and each succeeding salary step shall be successively re-lettered so that the existing step F becomes the new step E salary. All dispatch employees shall move to the corresponding step on the new salary schedule (i.e., a dispatch employee who is at step C on the old scale shall move to step C on the new scale.) Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at step F on the old salary schedule will be placed at step E on the new salary schedule.

Effective January 1, 2017, a new step F (5% above step E) shall be added to the salary schedules for all police dispatcher classifications. All dispatch employees who are at step E and step F of the previous salary schedule for at least 12 months shall move to step F on the new scale.

Police Department

300 L Street, Antioch, CA 94509-1100



JAMES HYDE

Chief of Police

(925) 779-6900

SIDE LETTER

On June 27, 2006, the Antioch City Council approved a signing bonus package for lateral police officer and dispatcher applicants. A component of the package is an *"Automatic credit of 1 week' vacation upon employment."*

It is the purpose of this Side Letter as agreed upon by the City of Antioch (City) and the Antioch Police Officers' Association (APOA) that that the vacation credit may be utilized by the employee at any time upon employment and at the discretion of the Chief of Police.

This side letter will remain in effect during the duration of the current APOA Memorandum of Understanding (MOU) which expires on August 31, 2006. Should the MOU be extended, this Side Letter will remain in effect.

DATED: July 27, 2007


James Hyde
CHIEF OF POLICE

DATED: July 27, 2007


Thomas Fuhrmann, Vice-President
ANTIOCH POLICE OFFICERS' ASSOCIATION

SIDE LETTER

Vacation Leaves

Representatives for the City of Antioch and representatives for the Antioch Police Officers' Association have agreed to the following:

An employee may request vacation during their Probationary Period, Field Training Program, Dispatch Training or while an employee is on a Performance Improvement Plan. Prior to approving time off, the Department will consider the impacts of the time off request on the employee's probationary period, Field Training Program, Dispatch Training or the employee's Performance Improvement Plan. If the employee's time off exceeds 40 hours the Department may extend the employee's Probationary Period, Field Training Program, Dispatch Training or the employee's Performance Improvement Plan by the same number of hours the employee was absent from duty.

This does not preclude the Department/City from extending an employee's Probationary Period, Field Training Program or Performance Improvement Plan for other reasons.

If the above is in accordance with your understanding, please indicate your approval and acceptance below.

For the City of Antioch

For the Antioch Police Officers' Association

Date: _____

Date: _____

SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ANTIOCH AND
THE ANTIOCH POLICE OFFICERS' ASSOCIATION
FOR THE PERIOD OF SEPTEMBER 1, 2007 – AUGUST 31, 2016

The following language is agreed upon by both parties to this MOU, and shall be in effect for the duration of the agreement.

PROBATIONARY PERIOD

All original and promotional appointments shall be tentative and subject to a probationary period. The probationary period shall be regarded as a part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The initial probationary period for employees hired into this bargaining unit is eighteen (18) months of active duty. The promotional probationary period for appointments to classifications in this unit shall be six (6) months of active duty.

The initial or promotional probationary period may be extended for up to six (6) months on a case-by-case basis when, in the opinion of the Chief of Police, additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed twenty-four (24) months of active duty. Employees promoted while still serving an initial probationary period will serve a six (6) month promotional probationary period, plus any time still remaining on his/her initial probationary period.

During the probationary period, an employee may be released at any time by the Chief of Police and/or the City Manager. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee. Employees released during either their initial probationary period do not have the right to appeal or grieve the rejection.

Employees serving a promotional probationary period may be rejected during the probationary period only for demonstrated performance deficiencies or unsuitability for the promotional position. Employees shall be reinstated to the position from which they promoted if released during the promotional probationary period. Should the Chief of Police and/or the City Manager believe that just cause exists to discipline an employee serving a promotional probation (including discharge) for reasons unrelated to performance or suitability for the promotional position, appropriate disciplinary action may be pursued against the employee serving a promotional probation in accordance with the disciplinary procedures applicable to this bargaining unit. Such disciplinary action shall be subject to all due process and appeals procedures.

June 20, 2012

Tom Fuhrmann
President Antioch Police Officers' Association
Antioch, CA

Regarding: Policy 51 and Speed Alerts

Dear Mr. Fuhrman;

This correspondence is being sent to the Antioch Police Officers' Association (APOA) to communicate the commitments made by the Antioch Police Department to the APOA regarding the modification of Policy 51 and the speed alerts.

The Department has agreed to modify Department Policy 51 in the following manner:

- Employees who are off on a work related injury can participate in the shift bid process if they have a return to work date within 60 calendar days of the shift bid. If no return to work date then the employee is ineligible to participate in the shift bid process.
- Dispatch Time Off Request
 - First Round (annual accrual and floating holiday)
 - Done by Classification Seniority (Department Definition)
 - Second Round (up to 4 shifts)
 - Done by seniority as a Dispatcher (Department)
 - Third Round
 - Done by seniority as a Dispatcher (Department)
 - After Third Round
 - First come first served

The Department has agreed to provide the APOA with the following information on speed alerts:

- The Department will inform the APOA and the impacted employees of the setting for speed alerts
- The Department will give the APOA and the impacted employees 48 hours' notice of any speed alert modifications.
 - Notice will be sent to the APOA and impacted employee via Department e-mail and brief board notice.

If you have any questions, please contact me at

Very truly yours,

Allan Cantando
Chief of Police

Cc: Deborah McHenry, Human Resources
Glenn Berkheimer, IEDA

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Zoe Merideth, Senior Planner *ZM*

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

SUBJECT: Buchanan Crossings Parcel 7 Rezone (Z-22-05)

RECOMMENDED ACTION

It is recommended that the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Buchanan Crossings Parcel 7 to include the Commercial Infill Housing (CIH) Overlay District.

FISCAL IMPACT

There are no direct fiscal impacts incurred by the City for the approval of this rezone application. The parcel is currently vacant and not generating any revenue for the City. If the project were to develop, an occupied commercial or residential center would increase the amount of tax and business license revenue the site currently generates.

DISCUSSION

Requested Approvals

The Applicant, the City of Antioch, requests approval of a Rezone of Parcel 7 of the Buchanan Crossings project to include the CIH Overlay District. The CIH Overlay District will allow residential development on the subject site.

Environmental Review

The proposed rezone is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3), the "Common Sense" Exemption. This exemption can be used when it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. This rezone merely rezones the subject parcel to allow a wider range of uses on the parcel. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental

review pursuant to CEQA, if applicable. Based on the above information, this rezone is exempt from CEQA under the "Common Sense" Exemption.



Image 1. Site Location



Image 2. Street View of Subject Property

BACKGROUND

The subject site is 0.79 acres in size. The site fronts onto Buchanan Road and is located 935 feet west of Somersville Road and 7,445 feet east of Loveridge Road. The site is an undeveloped pad parcel (Parcel 7) within the Buchanan Crossings commercial development. The adjacent parcel to the west of the subject site was rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

Site History

In 2008, the 13.5 acre Buchanan Crossings commercial project was approved by City Council. The project approvals included a rezone of the project to Planned Development, a Final Development Plan, a Use Permit, and a Vesting Tentative Map. The project consisted of a 103,139 square foot shopping center with 12 separate buildings. Currently, only part of the eastern half of the project has been developed. The rest of the project, including the subject rezone site, is currently vacant. As part of the City's Strategic Infill Housing Study, the adjacent Buchanan Crossings parcel to the west of the subject site (Parcel 1) was rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

Planning Commission Hearing

On October 5, 2022, the Planning Commission voted 7-0 to adopt Resolution 2022-27 recommending the City Council adopt the ordinance to rezone the site to include the CIH Overlay District. There was one public speaker for the item, who was supportive of infill housing but concerned about the lack of affordable housing or inclusionary policies.

ANALYSIS

Project Overview

The City of Antioch is seeking to rezone the subject site from Planned Development District to include the CIH Overlay District. The CIH Overlay District will allow for the development of residential uses at the site, which will be required to conform to the detailed site development regulations of the CIH Overlay District.

General Plan, Zoning, and Land Use

The General Plan designation of the site is Regional Commercial. As part of the City's Strategic Infill Housing Study (Study), the General Plan Land Use Element was amended to include Commercial Infill Housing policies in section 4.4.8. The policy allows the development of mixed use or residential projects on sites zoned with the CIH Overlay District. The policy direction allows the CIH Overlay District to be placed on vacant and/or underutilized infill sites a minimum of 20,000 square feet in size.

The zoning of the site is Planned Development (PD-07-01). The site's Planned Development standards only allow commercial uses. With the rezone to the CIH Overlay District, the site will be able to accommodate mixed use or residential developments with a density of 12 to 35 dwelling units per gross developable acre. Densities of up to 50 dwelling units per gross developable acre are allowed with a Use Permit. The CIH Overlay District will not replace the Planned Development zoning on the site and the commercial uses and standards codified for the Buchanan Crossings project will remain for the site. The proposed rezone will create flexibility on the parcel by supporting the creation of medium/high residential development, mixed-use development, or commercial development.

The Buchanan Crossings Parcel 1 was rezoned to the CIH Overlay District on April 26, 2022, as part of the Study. The subject parcel was not originally included in the Study because staff fielded preliminary inquiries into the development of commercial uses at the Buchanan Crossings' pad sites. Therefore, staff excluded the subject parcel from the Study to prevent potential entitlement conflicts. Ultimately, the preliminary development inquiries did not result in entitlement submittals. Since the Study and the rezone of Parcel 1 to the CIH Overlay District, staff has received inquiries to develop residential uses on Parcel 1. To facilitate residential development on and access to Parcel 1, staff would now like to rezone Parcel 7 to include the CIH Overlay District. Rezoning Parcel 7 would allow for a larger residential development with better access to the existing Buchanan Crossings project entrance off Buchanan Road.

ATTACHMENTS

- A. Ordinance to the City Council
- B. [Link to Planning Commission Staff Report](https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-2.pdf)
<https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-2.pdf>
- C. [Link to Planning Commission Resolution 2022-27](https://www.antiochca.gov/fc/community-development/planning/resolutions/2022-27-Buchanan-Crossing-Rezone-signed.pdf)
<https://www.antiochca.gov/fc/community-development/planning/resolutions/2022-27-Buchanan-Crossing-Rezone-signed.pdf>

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE
PARCEL 7 OF BUCHANAN CROSSINGS (APN: 074-480-007) TO INCLUDE THE
COMMERCIAL INFILL HOUSING (CIH) OVERLAY DISTRICT (Z-22-05)**

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

The City Council determined on October 25, 2022 pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15061(b)(3), the “Common Sense” Exemption, there is no possibility that this rezone will have a significant impact on the physical environment. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable.

SECTION 2:

At its regular meeting of October 5, 2022, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Planned Development District (PD 07-01) to include the Commercial Infill Housing (CIH) Overlay District.

SECTION 3:

The real property shown in Exhibit A, attached hereto, is hereby rezoned from Planned Development District (PD 07-01) to include the CIH Overlay District, and the zoning map is hereby amended accordingly.

SECTION 4:

The City Council finds that the that the proposed zone reclassification will allow uses more suitable for the site than the present classification; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with Antioch General Plan Section 4.4.8.

Section 5

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 25th of October 2022, and passed and adopted at a regular meeting thereof, held on the _____ of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lamar Thorpe, Mayor of the City of Antioch

ATTEST:

**Elizabeth Householder, City Clerk
of the City of Antioch**

EXHIBIT A

MAP OF PROPERTY



APN: 074-480-007



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Zoe Merideth, Senior Planner *zm*

SUBMITTED BY: Forrest Ebbs, Community Development Director *fe*

SUBJECT: Lakeview Center Parcel 5 Rezone (Z-22-06)

RECOMMENDED ACTION

It is recommended that the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Lakeview Center Parcel 5 to include the Commercial Infill Housing (CIH) Overlay District.

FISCAL IMPACT

There are no direct fiscal impacts incurred by the City for the approval of this rezone application. The parcel is currently vacant and not generating any revenue for the City. If the project were to develop, an occupied commercial or residential center would increase the amount of tax and business license revenue the site currently generates.

DISCUSSION

Requested Approvals

The Applicant, the City of Antioch, requests approval of a Rezone of Parcel 5 of the Lakeview Center project to include the CIH Overlay District. The CIH Overlay District will allow residential development on the subject site.

Environmental Review

The proposed rezone is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3), the "Common Sense" Exemption. This exemption can be used when it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. This rezone merely rezones the subject parcel to allow a wider range of uses on the parcel. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental

review pursuant to CEQA, if applicable. Based on the above information, this rezone is exempt from CEQA under the “Common Sense” Exemption.



Image 1. Site Location



Image 2. Street View of Subject Property

BACKGROUND

The subject site is 2.25 acres in size. The site is the southeastern most parcel of the Lakeview Center, which is at the corner of Lone Tree Way and Golf Course Road. The site is an undeveloped parcel (Parcel 5) within the Lakeview Center commercial development. The three other vacant parcels in the development were rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

Site History

In 2009, the Lakeview Center commercial project was approved by City Council. The project approvals included a General Plan Amendment, a rezone of the project to Planned Development, a Final Development Plan, a Use Permit, Design Review and a Tentative Map. The project consisted of 50,000 square feet of retail space and 150,000 square feet of office space. Currently, the majority of the retail space has been constructed. The rest of the project, including the subject rezone site, is currently vacant. As part of the City's Strategic Infill Housing Study, the three other vacant parcels were rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

Planning Commission Hearing

On October 5, 2022, the Planning Commission voted 7-0 and adopted Resolution 2022-28 recommending the City Council adopt the ordinance to rezone the site to include the CIH Overlay District. No public comments were received regarding the proposal.

ANALYSIS

Project Overview

The City of Antioch is seeking to rezone the subject site from Planned Development District to include the CIH Overlay District. The CIH Overlay District will allow for the development of residential uses at the site, which will be required to conform to the detailed site development regulations of the CIH Overlay District.

General Plan, Zoning, and Land Use

The General Plan designation of the site is office. As part of the City's Strategic Infill Housing Study (Study), the General Plan Land Use Element was amended to include Commercial Infill Housing policies in section 4.4.8. The policy allows the development of mixed use or residential projects on sites zoned with the CIH Overlay District. The policy direction allows the CIH Overlay District to be placed on vacant and/or underutilized infill sites a minimum of 20,000 square feet in size.

The zoning of the site is Planned Development (PD-09-01). The site's Planned Development standards only allow retail and office uses. With the rezone to the CIH Overlay District, the site will be able to accommodate mixed use or residential

developments with a density of 12 to 35 dwelling units per gross developable acre. Densities of up to 50 dwelling units per gross developable acre are allowed with a Use Permit. The CIH Overlay District will not replace the Planned Development zoning on the site and the commercial and office uses and standards codified for the Lakeview Center project will remain for the site. The proposed rezone will create flexibility on the parcel by supporting the creation of medium/high residential development, mixed-use development, or commercial development.

As discussed above in the Site History section, the other vacant Lakeview Center parcels were rezoned to the CIH Overlay District on April 26, 2022, as part of the Study. The subject parcel was not originally included in the Study due to a mapping oversight. Staff would like to add the CIH Overlay District on the parcel to correct the oversight and allow for residential development on all vacant parcels at Lakeview Center.

ATTACHMENTS

- A. Ordinance to the City Council
- B. [Link to Planning Commission Staff Report](https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-3.pdf)
<https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-3.pdf>
- C. [Link to PC Resolution 2022-28](https://www.antiochca.gov/fc/community-development/planning/reolutions/2022-28-Lakeview-Center-Rezone-signed.pdf)
<https://www.antiochca.gov/fc/community-development/planning/reolutions/2022-28-Lakeview-Center-Rezone-signed.pdf>

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE
PARCEL 5 OF THE LAKEVIEW CENTER (APN: 072-510-005) TO INCLUDE THE
COMMERCIAL INFILL HOUSING (CIH) OVERLAY DISTRICT (Z-22-06)**

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

The City Council determined on October 25, 2022 pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15061(b)(3), the “Common Sense” Exemption, there is no possibility that this rezone will have a significant impact on the physical environment. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable.

SECTION 2:

At its regular meeting of October 5, 2022, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Planned Development District (PD 09-01) to include the Commercial Infill Housing (CIH) Overlay District.

SECTION 3:

The real property shown in Exhibit A, attached hereto, is hereby rezoned from Planned Development District (PD 09-01) to include the CIH Overlay District, and the zoning map is hereby amended accordingly.

SECTION 4:

The City Council finds that the that the proposed zone reclassification will allow uses more suitable for the site than the present classification; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with Antioch General Plan Section 4.4.8.

SECTION 5

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 25th of October 2022, and passed and adopted at a regular meeting thereof, held on the _____ of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lamar Thorpe, Mayor of the City of Antioch

ATTEST:

**Elizabeth Householder, City Clerk
of the City of Antioch**

EXHIBIT A

MAP OF PROPERTY



APN: 072-510-005

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Kevin Scudero, Senior Planner *UM for KS*

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

SUBJECT: Travis Credit Union at 3500 Hillcrest Avenue
(PD-22-03, UP-22-08, AR-22-07)

RECOMMENDED ACTION

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

1. **Zoning Map Amendment.** Introduce by title only and waive further reading of the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-22-03).
2. **Final Development Plan.** Adopt the resolution approving a Final Development Plan, Use Permit and Design Review, subject to conditions of approval (PD-22-03, UP-22-08 AR-22-07).

FISCAL IMPACT

There are no direct fiscal impacts incurred by the City for the approval of this development application. If approved, the proposed use will generate property tax revenue for the City of Antioch through the development of the site.

DISCUSSION

Requested Approvals

The applicant, Travis Credit Union, is seeking approval of the following entitlements for the project at 3500 Hillcrest Avenue (APN) 052-370-010:

1. **Rezone to Planned Development District:** The applicant requests approval of a rezone of the site from Planned Development District (PD) to Planned Development District (PD-22-03).

2. **Final Development Plan:** Approval of a Final Development Plan goes hand in hand with the rezoning described above. The Final Development Plan and the PD District effectively become the Zoning Code for the project area. In this case, the Final Development Plan would allow for the construction of a Travis Credit Union at the site.
3. **Use Permit:** A use permit is required to implement a Final Development Plan.
4. **Design Review:** Design review of the project's architecture, site plan and landscaping.



Image 1. Site Location



Image 2. Street View

Environmental Review

This proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Article 19, Section 15332 Infill Development. Class 32 consists of projects characterized as in-fill development meeting the following conditions:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value, as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

The subject site 1.48 acres and is surrounded by existing utilities, public services and surrounded by urban uses.

Background

The project site was originally part of a larger Planned Development (PD) approved in the late 1980s that encompassed the parcels bounded by Hillcrest Avenue, Wildflower Drive, and the Contra Costa Water District canal. The development plan anticipated a phased development of the site, with individual use permit applications for each phase. Of the original PD parcels, seven out of nine have been developed to date. They are the Chevron Gas Station at the intersection of Wildflower Drive and Hillcrest Avenue, the oil change auto shop, the MRI Facility, Hillcrest Professional Center, and the 4-story Hillcrest Medical Building.

On December 11, 2007, the City Council approved a new Planned Development and Use Permit for the project site for the Antioch Surgical Center Project. While the project was approved, it was never constructed, and the site has remained vacant.

The Planning Commission reviewed the project at their October 5, 2022 meeting and voted 7-0 to recommend the City Council approve the project.

ANALYSIS

Project Overview

The applicant is seeking a Planned Development Rezone, Final Development Plan, Use Permit and Design Review approval for the construction of a new Travis Credit Union and associated site improvements at 3500 Hillcrest Avenue. The subject site is a 1.48-acre vacant parcel. The project scope includes the construction of new 3,525 square foot bank building with a drive-up ATM. Site improvements include the construction of a new parking lot, site lighting, landscaping and stormwater detention basins. The site will have twenty-seven (27) off-street parking spaces. Operating hours are proposed to be 10 am-5:30 pm, Monday - Friday, 10 am – 2 pm on Saturday and closed on Sundays. There will be a total of 11 full-time employees on a typical shift.

General Plan, Zoning, and Land Use

The General Plan designation of the site Commercial Office. The zoning designation of the site is Planned Development. The proposed use is allowed subject to Planned Development Rezone, Final Development Plan, Use Permit and Design Review approval.

Comparison of Adjacent Properties			
Vicinity	GP Land Use	Zoning	Current Use
North	Low Density Residential	Planned Development	Single Family Homes
South	N/A	N/A	Delta De Anza Trail/Contra Costa Canal
East	Commercial Office	Planned Development	Vacant
West	Commercial Office	Planned Development	Business Park

Planned Development Rezone

The proposed rezone request to Planned Development District establishes site specific zoning. The Planned Development rezone ordinance for the project site specifies the setbacks, lot coverage, lot size, parking requirements and allowed uses for the site.

Final Development Plan

The approval of a Final Development Plan implements the property rezoning and development standards specified in the Planned Development. The Final Development Plan and the Planned Development District effectively serve as the zoning code for the subject site.

Use Permit

A Use Permit is required to implement any phase of an approved Planned Development. Pursuant to Section 9-5.2307(C)(1):

(C) (1) A use permit shall be required prior to the construction of any phase of an approved P-D District. It is the intent of the use permit to further clarify the details of the development phase being considered and to ensure that each component complies with the established provisions of the district. The use permit is not intended to obtain further exactions of the developer but is to refine the final development plan and implement the conditions of approval attached to the final development plan. Use permit approval shall be required prior to final map recordation for all projects within a P-D District.

Site Plan, Circulation and Parking

The project site is accessed via an existing right-in/right out driveway on Hillcrest Avenue to the west of the project site that also serves the adjacent office park.

Antioch Municipal Code (AMC) § 9-5.1703.1 establishes an off-street parking requirement of one (1) parking space per 250 square feet of gross floor area for financial institutions. Based on the square footage of the proposed building this would result in fifteen (15) parking space being required. The applicant is proposing twenty-seven (27) off-street parking spaces as part of the project which is more than sufficient for the proposed use.

Requirement	Building Area	Total Required	Actual Provided
1 space/250 sq. ft.	3,525 sq. ft.	15 spaces	27 spaces

Table 2. Required On-Site Parking

The row of parking along the western edge of project site contains fifteen (15) consecutive parking spaces with no landscaping island provided. AMC § 9-5.1716 (E) states that “No more than 10 consecutive parking spaces should be allowed in any row of parking without a parking lot landscape island extending from a landscape strip.” Therefore, staff has added a condition of approval requiring that a landscape island be added to the parking row.

46. Landscape Parking Island. *The applicant shall install a landscape parking island at the midway point of the parking row on the western side of the property.*

Currently there is a four-foot sidewalk on Hillcrest Avenue with a six-foot landscape strip that lacks any landscaping. This sidewalk was installed in the 1980s and is out of compliance with current ADA standards. The current standard requires “passing” areas where two wheelchairs traveling in opposite directions can properly pass each other

without obstruction. Additionally, the BART North Concord to Antioch Access Study has identified the four-foot sidewalks on Hillcrest Avenue as a hindrance to pedestrian access to the eBART station.

A draft Condition of Approval is included and requires that the four-foot sidewalk on Hillcrest Avenue be replaced by a minimum six-foot-wide sidewalk with a minimum four-foot landscape strip to bring it up to current ADA requirements. Staff has also conditioned that a revised landscaping and irrigation plan be submitted with the building permit submittal that includes the landscape strip along the entire Hillcrest Avenue property frontage.

Architecture, Signage and Landscaping

Pursuant to Section 9-5.2607 of the Antioch Municipal Code (AMC), all new development within the City is subject to Design Review approval. The purpose of the Design Review process is to promote the orderly development of the City, encourage high quality site design and planning, protect the stability of land values and investments, and ensure consistency with the Citywide Design Guidelines.

The proposed building is a steel structure with exterior materials consisting of stone, stucco and synthetic wood look siding. The proposed building adequately avoids blank facades by breaking up the walls with different materials and altering the depth of the walls, as well as varying the roof heights to avoid any long, unbroken rooflines as required by the Citywide Design Guidelines. Furthermore, the proposed trash enclosure is constructed of masonry walls with heavy metal doors and an exterior finish that is compatible with the main structure as required by AMC § 9-5.1401- Refuse Storage Area Design Guidelines

Signage is proposed on the north and west elevations of the building that consists of the business name in individual channel letters affixed to the building façade and the company logo. The applicant is also proposing a monument sign at the northwest corner of the project site that will be visible to vehicles traveling eastbound on Hillcrest Avenue as well as a monument sign at the entrance to the project site off of the shared access driveway. The monument sign consists of a brushed aluminum body with routed out blue letters featuring the business name and logo. The aluminum base of the sign is painted blue with thick aluminum address numbers mounted flush to the base.

The proposed landscaping is located primarily around the perimeter site with a 20-foot landscaping setback along Hillcrest Avenue that is consistent with the adjacent development to the west. The conceptual landscape plan includes a variety of drought tolerant trees, shrubs and ground cover that meet the City of Antioch standards.

ATTACHMENTS

- A. Ordinance approving the Planned Development Rezone
- B. Resolution approving the Final Development Plan, Use Permit and Design Review with Exhibit A: Conditions of Approval
- C. Project Description
- D. Project Application
- E. Project Plans
- F. CCFD Comment Letter
- G. Link: [Planning Commission Staff Report dated October 5, 2022](https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-1.pdf)
<https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-1.pdf>
- H. Link: [Planning Commission Resolution 2022-25 Rezone](https://www.antiochca.gov/fc/community-development/planning/reolutions/2022-25-Travis-Credit-Union-Rezone.pdf)
<https://www.antiochca.gov/fc/community-development/planning/reolutions/2022-25-Travis-Credit-Union-Rezone.pdf>
- I. Link: [Planning Commission Resolution 2022-26 FDP, UP, DR](https://www.antiochca.gov/fc/community-development/planning/reolutions/2022-26-Travis-Credit-Union-UP-FDP-DR-signed.pdf)
<https://www.antiochca.gov/fc/community-development/planning/reolutions/2022-26-Travis-Credit-Union-UP-FDP-DR-signed.pdf>

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE
THE APPROXIMATELY 1.48 ACRE TRAVIS CREDIT UNION PROJECT SITE (APN
052-370-010) FROM PLANNED DEVELOPMENT DISTRICT TO PLANNED
DEVELOPMENT DISTRICT
(PD-22-03)**

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

The City Council determined on October 25, 2022, that, the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Article 19, Section 15332 Infill Development.

SECTION 2:

At its regular meeting of October 5, 2022, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Planned Development District to Planned Development District (PD-22-03) for the Travis Credit Union Project.

SECTION 3:

The real property described in Exhibit A, attached hereto, is hereby rezoned from Planned Development District to Planned Development (PD-22-03) for the Travis Credit Union Project, and the zoning map is hereby amended accordingly.

SECTION 4:

The development standards, as defined below, for the subject property (APN 052-370-010), known as the Travis Credit Union Project, are herein incorporated into this ordinance, and are binding upon said property.

Development Standards for the Travis Credit Union Project Planned Development District (PD-22-03)

Development Standards for Travis Credit Union Project	PD Zoning Standards for Travis Credit Union Project
Maximum Height	35'
Maximum Lot Coverage	35%
Minimum Front Yard Landscaping Setback	From Hillcrest Avenue: 20'
Minimum Interior Side Setback	0'
Minimum Rear Yard Setback	10'
Minimum Lot Size	20,000 Square Feet
Parking	As required in Section 9-5.17 of the Antioch Municipal Code

SECTION 5

The allowed uses, as defined below, for the subject property (APN 052-370-010), known as the Travis Credit Union Project, are herein incorporated into this ordinance, and are binding upon said property.

Commercial Office Uses. Allowed uses shall be those uses as allowed in the C-O Commercial Office District as established in Section 9.5.3803 of the City of Antioch Municipal Code.

SECTION 6:

The City Council finds that the that the proposed zone reclassification will allow uses more suitable uses for the site than the present classification; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with the Antioch General Plan.

SECTION 7:

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the _____ of _____, 2022, and passed and adopted at a regular meeting thereof, held on the _____ of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lamar Thorpe, Mayor

ATTEST:

Elizabeth Householder, City Clerk

**CITY COUNCIL
RESOLUTION NO. 2022/****

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A FINAL DEVELOPMENT PLAN, USE PERMIT, AND DESIGN REVIEW
FOR THE TRAVIS CREDIT UNION PROJECT LOCATED AT 3500 HILLCREST
AVENUE
(PD-22-03, UP-22-08, AR-22-07) (APN: 052-370-010)**

WHEREAS, the City of Antioch received an application from Travis Credit Union for approval of a Planned Development Rezone, Final Development Plan, Use Permit, and Design Review for the development of a Travis Credit Union Building and associated site improvements at 3500 Hillcrest Avenue (PD-22-03, UP-22-08, AR-22-07) (APNs 052-370-010);

WHEREAS, the application was deemed complete on July 12, 2022;

WHEREAS, the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Article 19, Section 15332 Infill Development. Class 32 consists of projects characterized as in-fill development;

WHEREAS, on October 5, 2022 the Planning Commission recommended to the City Council approval of a Rezone to Planned Development (PD-22-03);

WHEREAS, on October 5, 2022 the Planning Commission recommended to the City Council approval of a Final Development Plan, Use Permit and Design Review (PD-22-03, UP-22-08, AR-22-07);

WHEREAS, on October 14, 2022 a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 for the City Council public hearing held on October 25, 2022; and

WHEREAS, on October 25, 2022 the City Council duly held a public hearing and considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby makes the following findings for approval of the requested Planned Development District pursuant to Section 9-5.2308 (A-H) "Required Findings" of the Antioch Municipal Code:

- A.** Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability, and the uses proposed will not be detrimental to present and potential surrounding uses but instead will have a beneficial effect which could not be achieved under another zoning district;

Finding: The project has been designed to accommodate all uses on the existing site. The uses proposed will not be detrimental to present or potential surrounding uses. The project has been designed and conditioned to not have any detrimental effects on the surrounding land uses.

- B.** The streets and thoroughfares proposed meet the standards of the city's Growth Management Program and adequate utility service can be supplied to all phases of the development;

Finding: The project will provide all the required utility connections, pay for all improvements to the site as well as its fair share of impacts to all public services. The project has been reviewed and no significant impacts on utilities or services are expected.

- C.** The commercial components of the project are justified economically at the location proposed.

Finding: The commercial components of the project are justified economically as the proposed use will provide local jobs to the community.

- D.** Any residential component will be in harmony with the character of the surrounding neighborhood and community and will result in densities no higher than that permitted by the General Plan;

Finding: N/A. There are no residential components of the project.

- E.** Any industrial component conforms to applicable desirable standards and will constitute an efficient, well-organized development with adequate provisions for railroad and/or truck access and necessary storage and will not adversely affect adjacent or surrounding development;

Finding: N/A. There are no industrial components of the project.

- F.** Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offer certain unusual redeeming features to compensate for any deviations that may be permitted;

Finding: The proposed final development plan is substantially in conformance with the zoning requirements for Commercial Office developments and the Planned Development District standards established for the project site.

- G.** The area surrounding the P-D District can be planned and zoned in coordination and substantial compatibility with the proposed development;

Finding: The proposed development site fronts a major thoroughfare and is compatible with the adjacent development which includes Commercial office uses. The project has been designed and conditioned to be compatible with the surrounding uses.

- H. The Project and the PD District conform to the General Plan of the City.

Finding: The General Plan designation of Commercial office is consistent with the proposed development.

BE IT FURTHER RESOLVED AND DETERMINED that the City Council hereby make the following findings for approval of the requested Use Permit pursuant to Section 9-5.2703 “Required Findings” (B) (1) (a-e) of the Antioch Municipal Code:

- a. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

Finding: The project has been designed to comply with the City of Antioch Municipal Code requirements. The new bank and drive through ATM use adheres to the standards outlined in the Antioch Municipal Code and will not be detrimental to the public health or welfare or injurious to the property or improvements.

- b. The use applied at the location indicated is properly one for which a use permit is authorized.

Finding: The City of Antioch Zoning Ordinance requires a use permit for all Planned Development District (PD) applications.

- c. That the site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required.

Finding: The site plan complies with the Planned Development standards established for the project’s Planned Development District.

- d. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

Finding: The project site is located along Hillcrest Avenue. Hillcrest Avenue is a major arterial street that is adequate in width and pavement type to carry the traffic generated by the proposed use.

- e. That the granting of such use permit will not adversely affect the comprehensive General Plan.

Finding: The proposed use of a bank with drive through ATM is consistent with the General Plan designation of Commercial Office.

BE IT FURTHER RESOLVED that the City Council of the City of Antioch does hereby APPROVE a Final Development Plan, Use Permit, and Design Review for the development of a Travis Credit Union building and associated site improvements at 3500 Hillcrest Avenue (PD-22-03, UP-22-08, AR-22-07) (APNs 052-370-010); subject to the following conditions in Exhibit A.

* * * * *

I HEREBY CERTIFY that the foregoing approval was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 25th day of October 2022 by following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch

**EXHIBIT A
DRAFT CONDITIONS OF APPROVAL
(SEPARATE PAGE)**

EXHIBIT A: CONDITIONS OF APPROVAL “TRAVIS CREDIT UNION”

General Conditions		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	Project Approval. This Final Development Plan, Use Permit and Design Review approval is for 3500 Hillcrest Avenue (APN: 052-370-010), as substantially shown and described on the project plans, except as required to be modified by conditions herein. Plans date received May 17, 2022, as presented to the City Council on October 25, 2022 (“Approval Date.”). For any condition herein that requires preparation of a Final Plan where the project applicant has submitted a conceptual plan, the project applicant shall submit final plan(s) in substantial conformance with the conceptual plan, but incorporate the modifications required by the conditions herein for approval by the City.	City of Antioch	On-Going	Planning Department	
2.	Project Approval Expiration. This City Council approval the Final Development Plan Use Permit and Design Review approval expires on October 25, 2024 (two years from the date on which this approval becomes effective) unless a building permit has been issued and construction diligently pursued. The approval may be renewed by the Zoning Administrator for a period up to one (1) year, provided that prior to expiration of the approval, an application for renewal of the approval is filed with the Community Development Department. The Zoning Administrator may grant a renewal of an approval where there is no change in the original application, or there is no request to change any condition of approval. No more than two (2) one-year extensions may be granted.	City of Antioch	On-Going	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

3.	<p>City Fees. The applicant shall pay any and all City and other related fees applicable to the property, as may be modified by conditions herein. Fees shall be based on the current fee structure in effect at the time the relevant permits are secured and shall be paid before issuance of said permit or before any City Council final action approval. Notice shall be taken specifically of Plan Check, Engineering, Fire and Inspection Fees. The project applicant shall also reimburse the City for direct costs of planning; building and engineering plan check and inspection, as mutually agreed between the City and applicant.</p> <p><i>Discretionary or ministerial permits/approvals will not be considered if the developer is not current on fees, balances, and reimbursement that are outstanding and owed to the City.</i></p>	City of Antioch	On-Going	Community Development Department	
4.	<p>Pass-Through Fees. The developer shall pay all pass-through fees. Fees may include but are not limited to:</p> <p>East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.</p> <p>Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.</p> <p>Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s).</p> <p>Contra Costa County Flood Control District Drainage Area fee.</p> <p>School Impact Fees.</p> <p>Delta Diablo Sanitation Sewer Fees.</p> <p>Contra Costa Water District Fees.</p>	City of Antioch	On-Going	Community Development Department	
6.	<p>Requirement for Building Permit. Approval granted by the Planning Commission does not constitute a building permit or authorization to begin any construction or demolish an existing structure. An appropriate permit issued by the Community Development Department must be obtained before constructing, enlarging, moving, converting, or demolishing any building or structure within the City.</p>	City of Antioch	On-Going	Building Department	

B7

EXHIBIT A: CONDITIONS OF APPROVAL

7.	Modifications to Approved Plans. The project shall be constructed as approved and with any additional changes required pursuant to the Conditions of Approval. Planning staff may approve minor modifications in the project design, but not the permitted land uses. A change requiring discretionary approval and any other changes deemed appropriate by the Planning staff shall require further Planning Commission and/or City Council approval through the discretionary review process.	City of Antioch	On-Going	Planning Department	
8.	Compliance Matrix. With the submittal of all grading plans, improvement plans, and building permit plans, the applicant shall submit to the Community Development Department a Conditions and Mitigation Measures Compliance Matrix that lists: each Condition of Approval and Mitigation Measure, the City division responsible for review, and how the applicant meets the Condition of Approval or Mitigation Measure. The applicant shall update the compliance matrix and provide it with each submittal.	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

9.	Hold Harmless Agreement/Indemnification. The applicant (including any agent thereof) shall defend, indemnify, and hold harmless, the City of Antioch and its agents, officers, and employees, from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul the City's approval concerning this application. The City will promptly notify the applicant of any such claim action or proceeding and cooperate fully in the defense.	City of Antioch	On-Going	Planning Department	
	Public Works Standard Conditions	<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
10.	City Standards. All proposed improvements shall be constructed to City standards or as otherwise approved by the City Engineer in writing.	City of Antioch	On-Going	Public Works Department	
11.	Utility Construction. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.	City of Antioch	On-Going	Public Works Department	
12.	Sewer. All sewage shall flow by gravity to the intersecting street sewer main.	City of Antioch	On-Going	Public Works Department	
13.	Storm Drain Design/Construction. The developer shall design and construct storm drain facilities to adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of the watershed.	City of Antioch	At the Time of Building Permit Submittal	Public Works Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	<p>a. All public utilities, including storm drain pipes and ditches, shall be installed in streets avoiding between lot locations. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.</p> <p>b. Storm drain system shall flow to the Detention Basins shown within the study and on the tentative map with no diversion out of existing watershed(s).</p> <p>c. The detention basin and associated improvements shall be constructed and operational prior to issuance of first residential building permit.</p> <p>d. Detention basins shall be designed to the satisfaction of the City Engineer with an emergency spillway to provide controlled overflow relief for large storm events. An Operations and Maintenance Manual (for each basin) shall be submitted for basins prior to the issuance of the first building permit.</p>				
14.	Water Pressure. The developer shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements for additional water flow conditions.	City of Antioch	On-Going	Public Works Department	
15.	Requirement for Looped System. Water systems shall be designed as a looped distribution system, if not already connecting as a looped system, developer shall be responsible	City of Antioch	On-Going	Public Works Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	for installing any water mains off site to create a looped system at no cost to the City.				
16.	Retaining Walls 1. Public Right of Way. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless otherwise approved by the City Engineer. 2. Materials. All retaining walls shall be of concrete masonry unit construction. 3. Height. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.	City of Antioch	On-Going	Public Works Department	
	Conservation/NPDES	<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
17.	C.3 Compliance. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project are subject to C.3 requirements.	State of California	On-Going	Public Works Department	
18.	NPDES. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretionary Approval.)	Federal Government	At the Time of Building Permit Submittal	Public Works	

EXHIBIT A: CONDITIONS OF APPROVAL

	<p>Under NPDES regulations, the project is subject to provision C.3: “New development and redevelopment regulations for storm water treatment.”</p> <p>a. Requirements. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls so that post-project runoff does not exceed estimated pre-project runoff.</p> <p>b. Storm Water Control Plan. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrate plan compliance. The SWCP shall be submitted concurrently with site improvement plans.</p> <p>c. Operation and Maintenance Plan. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted to the Building Department at the time of permit submittal.</p> <p>d. CCRs. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.</p>				
19.	<p>NPDES Plan Submittal Requirements. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:</p> <p>a. Application. Prior to issuance of permits for building, site improvements, or landscaping, the developer shall submit a permit application consistent with the developer’s approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design</p>	Federal Government	At the Time of Building Permit Submittal	Public Works	

EXHIBIT A: CONDITIONS OF APPROVAL

	<p>features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.</p> <p>b. Certified Professional. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).</p> <p>c. Final Operation & Maintenance Plan. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.</p> <p>d. Long Term Management. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall</p>				
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EXHIBIT A: CONDITIONS OF APPROVAL

	<p>execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.</p> <p>e. Design Details.</p> <p>51. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.</p> <p>ii. Install on all catch basins “No Dumping, Drains to River” decal buttons.</p> <p>f. Hydrology Calculations. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.</p> <p>g. SWPP. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.</p>				
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EXHIBIT A: CONDITIONS OF APPROVAL

	<p>h. BMP. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.</p> <p>i. Erosion Control. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The developer shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.</p> <p>j. On-Going Maintenance.</p> <p>51. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.</p> <p>ii. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.</p>				
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EXHIBIT A: CONDITIONS OF APPROVAL

	<p>iii. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.</p> <p>iv. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.</p> <p><i>Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.</i></p>				
	Fire Standards	<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
20.	All requirements of the Contra Costa County Fire Protection District shall be met including those in the letter dated August 19, 2022 and included as Attachment F to the staff report.	Contra Costa Fire Protection District	On-Going	Contra Costa Fire Protection District	
	Building Permit Submittal	<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
21.	Requirement for Phasing Plan. The project shall be built continuously in one phase. If the project will become a phased project, then the developer shall provide a phasing plan to the Community Development Department.	City of Antioch	At the time of Building Permit Submittal	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

22.	Final Landscape Plans. The applicant shall submit final landscape plans that identify specific plant materials to be used, including all shrubs and groundcover, providing both common and botanical names, sizes, and quantities at the time of building permit submittal. The project shall emphasize local and native species of plants in the final landscape plans. The applicant shall eliminate Dwarf Fountain Grass and replace with Pink Muhly or Oriental Fountain Grass. (Per Planning Commission action on October 5, 2022)	City of Antioch	At the time of Building Permit Submittal	Building Department	
23.	Water Efficient Landscape Ordinance. Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S The State Model Water Efficient Landscape Ordinance (MWEL0). The applicant shall demonstrate compliance with the applicable requirements of the MWEL0 in the landscape and irrigation plans submitted to the City.	City of Antioch	At the time of Building Permit Submittal	Community Development Department	
24.	Common Area Landscaping. Landscaping on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and shall be installed at the applicant's expense.	City of Antioch	At the time of Building Permit Submittal	Public Works Department	
25.	Utility Location on Private Property. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines or as approved by the City Engineer.	City of Antioch	At the Time of Building Permit Submittal	Public Works Department	

EXHIBIT A: CONDITIONS OF APPROVAL

Grading Improvements		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
26.	Requirement for Grading Permit. A grading permit shall be required prior to commencement of any grading operations. The permit shall be obtained through the City's Building Department subject to review and approval by the City Engineer. The submitted plans shall incorporate any modifications required by the Conditions of Approval.	City of Antioch	At the time of Building Permit Submittal	Public Works	
27.	Soils. Prior to the approval of the grading plan(s), the City Engineer shall determine if a soils or structural engineer are required to review the building permit plan set submitted for this project. If deemed necessary by the City Engineer, field inspections by such professionals will be required to verify compliance with the approved plans. Costs for these consulting services shall be incurred by the developer.	City of Antioch	At the time of Building Permit Submittal	Public Works	
28.	Off-Site Grading. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The developer shall submit written authorization to "access, enter, and/or grade" adjacent properties prior to issuance of permit and performing any work.	City of Antioch	At the time of Building Permit Submittal	Public Works	
29.	Grading Easements. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of approval.	City of Antioch	At the time of Building Permit Submittal	Public Works	

EXHIBIT A: CONDITIONS OF APPROVAL

At the Time of Building Permit Issuance		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
30.	Demolition Permit. Site demolition shall not occur until construction permits are issued for the development project. All demolition shall be in accordance with permits issued by the City and Bay Area Air Quality Management District (BAAQMD).	City of Antioch	At the time of Building Permit Issuance	Community Development Department	
31.	Encroachment Permit. The applicant shall obtain an encroachment permit from the Engineering Division before commencing any construction activities within any public right-of-way or easement.	City of Antioch	At the time of Building Permit Issuance	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

At the Time of Construction		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
32.	Collection of Construction Debris. Gather all construction debris on a regular basis and place them in a Waste Management dumpster or other container that is emptied or removed on a weekly basis consistent with the Construction and Demolition Debris Ordinance. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution.	City of Antioch	On-Going	Building Department	
33.	Construction Hours. Construction activity shall be as outlined in in the Antioch Municipal Code. Construction activity is limited to 8:00 AM to 5:00 PM Monday-Friday or as approved in writing by the City Manager. Requests for alternative construction hours shall be submitted in writing to the City Engineer. Days/times restricted to the hours of 8:00 a.m. to 6:00 p.m.	City of Antioch	On-Going	Building Department/ Public Works Department	
34.	Demolition, Debris, Recycling. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.	City of Antioch	On-Going	Building Department/ Public Works Department	
35.	Filter Materials at Storm Drain Inlet. Install filter materials (such as sandbags, filter fabric, etc.) at the storm drain inlet nearest the downstream side of the project site prior to: a) start of the rainy season (October 1); b) site dewatering activities; c) street washing activities; d) saw cutting asphalt or concrete; and e) order to retain any debris or dirt flowing into the City storm drain system.	City of Antioch	On-Going	Building Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	Filter materials shall be maintained and/or replaced as necessary to ensure effectiveness and prevent street flooding. Dispose of filter particles in the trash.				
36.	Archeological Remains. In the event subsurface archeological remains are discovered during any construction or preconstruction activities on the site, all land alteration work within 100 feet of the find shall be halted, the Community Development Department notified, and a professional archeologist, certified by the Society of California Archeology and/or the Society of Professional Archeology, shall be notified. Site work in this area shall not occur until the archeologist has had an opportunity to evaluate the significance of the find and to outline appropriate mitigation measures, if deemed necessary. If prehistoric archeological deposits are discovered during development of the site, local Native American organizations shall be consulted and involved in making resource management decisions.	City of Antioch	On-Going	Community Development Department	
37.	Erosion Control Measures. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.	City of Antioch	On-Going	Building Department/ Public Works Department	
38.	Dust Control. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with a contact number of the developer, City staff, and the air quality control board.	City of Antioch	On-Going	Building Department/ Public Works Department	
39.	Debris Removal. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.	City of Antioch	On-Going	Building Department/ Public Works Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	Prior to Issuance of Occupancy Permit	<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
40.	Planning Inspection. Planning staff shall conduct a site visit to review exterior building elevations for architectural consistency with the approved plans and landscape installation (if required). All exterior finishing details including window trim, paint, gutters, downspouts, decking, guardrails, and driveway installation shall be in place prior to scheduling the final inspection.	City of Antioch	Prior to Occupancy Permit	Planning Department	
41.	Debris Removal. All mud, dirt or construction debris carried off the construction site and shall be removed prior to scheduling the final Planning inspection. No materials shall be discharged onto a sidewalk, street, gutter, storm drain or creek.	City of Antioch	Prior to Occupancy Permit	Building Department	
42.	Fire Prevention. A final Fire inspection shall occur to inspect all fire prevention systems constructed as part of the project. Inspections shall occur prior to final occupancy permit issuance.	Contra Costa County Fire District	Prior to Occupancy Permit	Fire Department	
43.	Damage to Street Improvements. Any damage to street improvements now existing or done during construction on or adjacent to the subject property, shall be repaired to the satisfaction of the City Engineer at the full expense of the applicant. This shall include sidewalk repair, slurry seal, street reconstruction or others, as may be required by the City Engineer.	City of Antioch	Prior to Occupancy Permit	Building Department	
44.	Right-of-Way Construction Standards. All improvements within the public right-of-way, including curb, gutter, sidewalks, driveways, paving and utilities, shall be constructed in accordance with approved standards and/or plans and shall comply with the standard plans and specification of the City Engineer.	City of Antioch	Prior to Occupancy Permit	Public Works	

EXHIBIT A: CONDITIONS OF APPROVAL

	Project Specific Conditions	<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
45.	Landscape Parking Island. The applicant shall install a landscape parking island at the midway point of the parking row on the western side of the property.	City of Antioch	Prior to Occupancy Permit	Planning Division	
46.	Project Signage. Any modifications to the proposed signage for the project shall be subject to the review and approval of the Zoning Administrator.	City of Antioch	On-Going	Planning Division	
47.	Sidewalk and Landscaping. Sidewalks along the entire Hillcrest Avenue property frontage shall be reconstructed per City standards to a minimum width of six feet (6') with a minimum four-foot (4') landscaping strip between the sidewalk and street. A landscaping and irrigation plan for the four-foot landscaping strip shall be included with the building permit submittal and be subject to the approval of the Zoning Administrator.	City of Antioch	Prior to Occupancy Permit	Public Works	
48.	Retaining Wall. The design of the retaining wall along the project frontage shall be consistent with the design aesthetics of the proposed development. The design of the wall shall be subject to the review and approval of the Zoning Administrator.	City of Antioch	Prior to Occupancy Permit	Planning Division	
49.	PG&E Vault. The developer shall replace the wooden retaining wall around the PG&E underground (subsurface) vault on Hillcrest Avenue with a retaining wall that is consistent with the design of the retaining wall along the project frontage.	City of Antioch	On-Going	Community Development Department	
50.	Access Easement. The developer shall record a reciprocal access easement on the adjacent property to the east of the project site (APN 052-370-009), to the satisfaction of the City Engineer.	City of Antioch	Prior to Occupancy Permit	Public Works	
51.	Idle Free Signage. Consistent with the City's adopted 2010 Climate Action Plan, the applicant shall install at least one "Idle Free" sign encouraging drivers to refrain from idling in their vehicle, reducing air pollution and greenhouse gas emissions. The sign shall be	City of Antioch	At the Time of Building Permit Submittal	Community Development Department	

B23

EXHIBIT A: CONDITIONS OF APPROVAL

	placed in an area with high visibility where drivers are queued to access the drive through or pick up area. The sign location shall be shown on the construction plans at the time of building permit submittal for review and approval by Planning staff. The sign shall be 12"x18" and satisfy City requirements for no parking signage, traffic sign mounting, and signage in the right of way. The applicant shall use the Idle Free Bay Area website https://idlefreebayarea.org/resources/ as a resource to view a sample bilingual Idle Free sign. The applicant may use this template when designing and printing signage.				
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ATTACHMENT C

TELEPHONE
866.344.9108

DATE
9.12.22

REGISTERED OFFICE
2326 WASHINGTON BLVD.
FOURTH FLOOR
OGDEN, UT 84401



PROJECT NUMBER
21.803.04

PARTNERS

BRAD ELLER | LUKE KASSLER | CRAIG BRADLEY

Planned Development Application Project Description 3500 Hillcrest Ave, Antioch CA 94531

The proposed project is a 3,525 square foot branch of Travis Credit Union situated on 1.48 acres at 3500 Hillcrest Ave in Antich, CA. The building is proposed to be of steel structure with exterior materials a combination of stone, EIFS (stucco), and a synthetic wood look siding. Metal framed canopies will be over entrances. A canopy will be provided over a drive up ATM. No traditional drive through services will be offered at this location. Sitework will consist of parking, site lighting, and landscaping befitting the area. All applicable building codes and regulations will be adhered to during design and construction.

This business is proposed to have 11 full time employees and have regular business hours of 10am-5:30pm Monday through Friday, 10am-2pm on Saturday, and closed on Sundays. Additionally, the branch will be closed for all Federal Holidays.

Sincerely,

Jason Patty
jpatty@level5.com
801-885-1295

**CITY OF ANTIOCH
TENTATIVE MAP / FINAL DEVELOPMENT PLAN
FOR A PLANNED DEVELOPMENT (PD) APPLICATION**



Thank you for choosing the City of Antioch for your project. This application brochure contains important information regarding the process, required plans, and application/consent forms.

WHAT IS A TENTATIVE MAP / FINAL DEVELOPMENT PLAN?

A Tentative Subdivision Map is required for all land divisions of five or more parcels. The State Subdivision Map Act and City ordinances govern subdivision of land.

Areas that are within a Specific Plan area and/or zoned "Planned Development District" (PD) or "Hillside Planned Development District" (HPD) must process a Final Development Plan application, whether or not land is being subdivided. The Final Development Plan establishes the land uses for a given area and may include a range of residential, commercial and/or industrial uses, which are mutually supportive and compatible with existing and proposed development on surrounding properties.

PROCESS

Step 1 - Project Consideration:

A prospective applicant should review the Municipal Code requirements for the proposed project and the Citywide Design Guidelines with Planning Division staff. You will typically be given a copy of the application at this time.

Step 2 – Pre-application Conference:

A pre-application conference is required. Prior to this meeting the team of staff members that will be assigned to your project will be chosen, including representatives of the Planning, Engineering, and Building Divisions. These staff members will be with you throughout the life of your project and are a valuable resource as questions arise. The pre-application conference is your opportunity to receive comprehensive information from each Division regarding City requirements. You will also be given information on which outside agencies to consult prior to submitting your application such as the Fire Department or Environmental Health for example. It is strongly recommended that your design professional attend this meeting with you and that you bring any draft drawings that may have been prepared.

A pre-application conference can be scheduled by contacting the Planning Division at 925.779.7035.

Step 3 – Preliminary Review of Plans:

This is an optional step. Your assigned staff member can informally review a draft copy of your plans. Note that because all divisions will not be reviewing the draft plans, this is not a comprehensive review and comments may be made later in the process.

Step 4 – Submit your Application:

Please make an appointment with your assigned staff member to submit your application (contact information provided at pre-application conference). Necessary forms and material checklists are provided in this brochure.

**CITY OF ANTIOCH
TENTATIVE MAP / FINAL DEVELOPMENT PLAN
FOR A PLANNED DEVELOPMENT (PD) APPLICATION**



Step 5 – Processing the Application:

Staff will check your application for completeness against the requirements contained in the following pages. You will receive either a complete or incomplete letter from staff. **Please note the “complete” letter marks the point your application is deemed to be complete for processing timelines.** An “incomplete” letter will provide documentation of items that must be submitted/resubmitted prior to your project being deemed complete.

Please be aware that planning applications will be automatically withdrawn if an applicant receives an incomplete letter and does not resubmit a substantive response within 120 calendar days. The Zoning Administrator may grant a written extension for up to an additional 90 calendar days when the applicant shows good cause for an extension. Delays due to circumstances outside the applicant’s reasonable control will be considered good cause to grant the extension.

Environmental review will start once the application is complete. State Law requires that all applications processed by the City be in compliance with the California Environmental Quality Act (CEQA). Your assigned staff member gave you preliminary information about what type of CEQA document is expected to be required for your project.

Your plans will be routed to departments and divisions within the City and to applicable outside agencies for review and comment. Your assigned staff member will contact you with a summary of the comments that are received. At this point, depending on the comments, your project will either require adjustments or responses to comments or will be ready to be scheduled for a hearing(s).

Timing of a Tentative Subdivision Map / Final Development Plan application is variable, largely depending on the type of CEQA document required. A project requiring a Negative Declaration or Mitigated Negative Declaration could take six months. A project requiring an Environmental Impact Report could take as long as one year. Timelines start from the time an **application is deemed to be complete**.

Step 6 – Public Hearings:

Tentative Subdivision Map / Final Development Plan applications require public hearings. Property owners within 300 feet will be notified of the hearing, and the notice will also be published in the newspaper. Tentative Subdivision Map / Final Development Plan applications are subject to review by the Planning Commission which will make a recommendation to the City Council. The City Council will make the final determination regarding your project.

At the hearings, staff will present a summary of your project and the recommendation. Staff will take clarification questions from the hearing body. The selected project spokesperson will then have 10 minutes to speak. This can be the property/business owner, design professional, or any other person best suited to explain your proposal and answer questions. All other persons wishing to speak regarding your item will then have an opportunity to speak. This includes members of the public who

**CITY OF ANTIOCH
TENTATIVE MAP / FINAL DEVELOPMENT PLAN
FOR A PLANNED DEVELOPMENT (PD) APPLICATION**



may support or oppose your project. Once all speakers are heard, the project representative will have an opportunity for a five-minute rebuttal. **Prior to your hearing, you are strongly encouraged to read and understand all conditions staff have proposed for your project.** These conditions may have significant impacts on project cost and timeliness.

After the public has spoken on the item the public hearing will be closed and the hearing body will discuss the item. A decision will be made to do one of the following:

1. Approve or conditionally approve the project.
2. Postpone action pending receipt of additional information or amended plans.
3. Deny the application.

CITY OF ANTIOCH
TENTATIVE MAP / FINAL DEVELOPMENT PLAN
FOR A PLANNED DEVELOPMENT (PD) APPLICATION



APPLICATION SUBMITTAL CHECKLIST

- ☐ **SIGNATURES.** Application forms submitted and signed, including:
 - Development Application
 - Statement of Understanding
- ☐ **DEPOSIT.** City of Antioch deposit of \$10,000.00 and appropriate State Department of Fish and Wildlife CEQA filing fee, if applicable. Staff charges time and materials to your project account monthly. You will receive a bill for services based on an hourly rate as identified in the Master Fee Schedule. The initial deposit is not a fee and monthly charges will not be drawn from this deposit. Actual charges may be in excess of the deposit. The deposit will be returned at the conclusion of the process after all invoices have been paid. If invoices are not paid on a monthly basis, processing will be terminated until all past due amounts have been paid. Costs to prepare environmental documents or necessary studies are required to be paid up front by the applicant.
- ☐ **PROJECT DESCRIPTION.** A detailed written summary (on a separate sheet and attached to the application) describing the characteristics of the proposed project.
- ☐ **TITLE REPORT.** Title report prepared within the past three months.
- ☐ **ENVELOPES.** Stamped (not metered postage) # 10 sized envelopes for all property owners within a 300-foot radius of the project site. Do not address the envelopes; this will be done by staff. Prior to application submittal contact Planning staff (925-779-7035) to confirm the number of envelopes you will need to submit.
- ☐ **ARBORIST REPORT.** Arborist report prepared by an ISA Certified Arborist for the removal or disturbance of any protected tree on the site or adjacent property, which could be impacted by the proposed development. Please refer to the Municipal Code or inquire with staff regarding information on protected trees.
- ☐ **PHOTOS.** Several photos of the project site and adjacent development with the location noted.
- ☐ **STREET NAMES.** A list of proposed street names for review and approval by the City.
- ☐ **DEVELOPMENT PLANS.** (If the application is filed in conjunction with other applications, such as design review, the submittal requirements from all applicable checklists shall be incorporated into one set of plans.)

The following numbers of plan sets are required: (staff may request additional plans if necessary)

- One set of plans shall be submitted on a CD or flash drive in pdf format
- 10 sets full size 24" x 36"
- 15 sets reduced to 11" x 17"
- 1 Site Plan, full-sized rendered in color. The rendered plans shall be rolled, not folded.

CITY OF ANTIOCH
TENTATIVE MAP / FINAL DEVELOPMENT PLAN
FOR A PLANNED DEVELOPMENT (PD) APPLICATION



All plans shall:

- Include the date of preparation and dates of each revision.
- Be fully dimensioned and drawn to scale on the same sized sheets, with a consistent scale (as noted) throughout all plan sheets.
- Be submitted in collated sets, stapled and folded to 8-½" x 11".
- Be numbered in proper sequence.

The following plans shall comprise the development plan set:

- **TITLE SHEET.** Including project name, location, assessor's parcel numbers, any prior development approvals, and table of contents listing all the plan sheets with content, page numbers, and date prepared.
- **TENTATIVE MAP/SITE PLAN.** Drawn to an engineer's scale, large enough to show all information clearly, but not smaller than 1" = 100', with scale noted, a graphic bar scale, and north arrow. The plan shall include the following:
 - Vicinity map showing north arrow, the location and boundary of the project, major cross streets and the existing street pattern in the vicinity.
 - Subdivision name and number, names and addresses of the applicant and all property owners of record, and the civil engineer or surveyor including their registration and license number.
 - Table with the following information:
 - General Plan and Zoning designations.
 - Size of property including gross & net lot area (square feet and acres).
 - For residential development, include the floor area for each unit type, the number of bedrooms, the number of units by type, the number of units per building, the total number of units, and net density.
 - For commercial development, total floor area in each building (including basements, mezzanines, interior balconies, and upper stories or levels in a multistory building) and total building area and FAR (Floor Area Ratio = total floor area divided by total net land area).
 - Percent lot coverage, percent of net lot area covered by buildings (total ground floor area of all buildings divided by net lot area).
 - Percentage of net lot area devoted to landscaping, common open space and private useable open space.
 - Parking requirements including tabulation of the number of parking spaces required and proposed based on building area, by type (standard, compact and accessible), and required and proposed parking ratios.
 - Existing and proposed property lines with dimensions, bearings, radii and arc lengths, easements, and net & gross lot area for existing and proposed parcels.
 - Location and dimensions of all existing and proposed structures extending 50 feet beyond the property. If adjacent to a street, show the entire width of street to the

CITY OF ANTIOCH
TENTATIVE MAP / FINAL DEVELOPMENT PLAN
FOR A PLANNED DEVELOPMENT (PD) APPLICATION



next property line, including driveways. Clearly identify all existing and proposed structures such as fencing, walls, all building features including decks and porches, all accessory structures including garages and sheds, mailboxes, and trash enclosures. Label all existing structures and indicate the structures to remain and the structures to be removed.

- Dimensions of setbacks from property lines and between structures.
- Location, dimension and purpose of all easements (i.e. water, sewer, access, etc.) including sufficient recording data to identify the conveyance (book and page of official records).
- Location and dimensions for all adjacent streets (public and private) and proposed streets showing both sides of streets, street names, street width, striping, centerlines, centerline radii of all curves, median and landscape strips, bike lanes, pedestrian ways, trails, bridges, curb, gutters, sidewalks, driveways, and edge of right-of-way including any proposed or required right-of-way dedication. Show all existing and proposed improvements including traffic signal poles and traffic signs. Show line of sight for all intersections and driveways based on current City of Antioch standards.
- Location and dimensions of existing and proposed parking spaces, back-up, loading areas, and circulation patterns.
- Survey of all existing trees on the site and adjacent to the site with a trunk diameter of 4" or greater, indicating species, size (circumference or diameter noted) measured at 4-1/2" above grade, base elevation, and accurate trunk locations and drip lines. Identify all Heritage trees (trees over 72 inches in circumference measured 4-1/2 feet above natural grade; multi-stemmed trees with one stem of at least 24 inches in circumference).
- If any parcel is within a Federal Emergency Management Agency (FEMA) defined 100-year floodplain or floodway:
 - Identify the floodplain or floodway on all plan sheets depicting the existing and proposed site, with the base flood elevation (BFE) and flood zone type clearly labeled. In addition, show the existing site topography and finish floor elevations for all existing and proposed structures. If FEMA has not defined a BFE, a site specific hydraulic analysis will be required to determine the BFE prior to deeming the application complete (CME Sec. 34-32.b2).
 - Flood zone boundaries and floodwater surface elevation. If the property proposed to be developed is within or adjacent to the 100-year flood zone (Zone A) or the National Flood Insurance Program, Flood Insurance Rate Map, the extent of Zone A shall be clearly drawn on the tentative map and the 100-year flood water surface elevation shall be shown. The map shall show the appropriate location of the Floodway Boundary as shown on the latest edition of the "Flood Boundary and Floodway Map" published by FEMA.

CITY OF ANTIOCH
TENTATIVE MAP / FINAL DEVELOPMENT PLAN
FOR A PLANNED DEVELOPMENT (PD) APPLICATION



- **ENGINEERED CROSS SECTIONS.** A minimum of two cross-sections drawn with an exaggerated vertical scale, with scale noted, through critical portions of the site extending beyond the property line to the opposite curb line of adjacent streets, or to a minimum of 50 feet onto adjacent properties. Sections shall include existing topography, final grades, existing and proposed structures, fences, walls, property lines, dedications, curb, gutter and sidewalks. Section locations shall be identified on the Site Plan.
- **TRUE CROSS SECTIONS.** A minimum of two cross-sections (more as needed to showing varying site conditions) drawn at 1:1 scale (same scale used for both vertical and horizontal axes), 1"=20' minimum scale, with scale noted, and a graphic bar scale, through critical portions of the site extending 50 feet beyond the property line onto adjacent properties or to the property lines on the opposite side of adjacent streets. Sections shall include existing topography, final grades, location and height of existing and proposed structures, fences, walls, roadways, parking areas, landscaping trees, and property lines. Section location shall be identified on the Site Plan.
- **PRELIMINARY GRADING AND DRAINAGE PLAN.** Drawn to the same scale as that used for the Site Plan with the project footprint "grey lined" behind the information required below:
 - Existing topography and proposed grading at 2 foot contour intervals for slopes up to 10% and contour intervals of 5 feet for slopes over 10%, and at such intervals that the contour lines will not be spread more than 130 feet (ground distance) apart; pad elevations and finished floor elevations; spot elevations; location and height of all retaining walls, swales and inlets indicating top of bank; top of curb (TOC), top of wall (TOW), base of wall (BOW), invert and grate elevations.
 - Average slope of property, and percentage of slope for all finished slopes, driveways, roadways and trails or pathways.
 - Contours shall extend 50 feet onto all adjacent properties showing existing improvements and spot and pad elevations for the adjacent properties.
 - A calculation of amount of earth in cubic yards to be moved, imported or exported from the site, if total is greater than 50 cubic yards.
 - Preliminary drainage information showing spot elevations, pad elevations, existing catch basins, and direction of proposed drainage, including appropriate street grade and existing and proposed storm drain locations, location of catch basins and off-site connections with details of swales and drainage structures.
- **STORMWATER CONTROL PLAN.** See Stormwater Control Plan Application Checklist. If the project creates or replaces more than 10,000 sq. ft. of impervious area, a Stormwater Control Plan and report is required. Provide the following information to determine if the project meets this threshold:
 - Site size in sq. ft.
 - Existing impervious surface area (all land covered by buildings, sheds, patios, parking lots, streets, paved walkways, driveways, etc) in sq. ft.

CITY OF ANTIOCH
TENTATIVE MAP / FINAL DEVELOPMENT PLAN
FOR A PLANNED DEVELOPMENT (PD) APPLICATION



- Impervious surface area created, added or replaced in sq. ft.
 - Total impervious surface area in sq. ft.
 - Percent increase/replacement of impervious surface area (new impervious surface area in sq. ft./existing impervious surface area in sq. ft. multiplied by 100).
 - Estimated area in sq. ft. of land disturbance during construction (including clearing, grading or excavating).
- **PRELIMINARY UTILITY PLAN.** Drawn to the same scale as that used for the Site Plan, with scale noted, showing the location and dimensions of existing and proposed utilities including water supply system, sanitary sewers and laterals, drainage facilities/storm drainage system, wells, septic tanks, underground and overhead electrical lines, utility poles, aboveground utility vaults and meters, transformers, underground irrigation and drainage lines, backflow prevention and reduced pressure devices, electroliers, lighting fixtures, street lights, traffic signal poles, traffic signal pull boxes, signal cabinets. The project footprint shall be "grey lined" behind the information required above.
 - **TRAFFIC SIGNING AND STRIPING PLAN.** Drawn to the same scale as that used for the Site Plan, with scale noted, showing existing and proposed signing and marking identified by the appropriate current City standards and MUTCD (Manual on Uniform Traffic Control Devices)/Cal Trans details. The plan shall provide dimensions for all lane widths measured to the center of the lane line.

If proposing new building construction, provide the following:

- **LIGHTING PLAN.** Location and type of exterior lighting, both affixed to the building and freestanding, any and all lights for circulation, security, landscaping, building accent or other purpose.
- **PHOTOMETRIC PLAN.** Provide a photometric plan corresponding to the LIGHTING PLAN, above. Antioch Municipal Code § 9-5.1715 states, "lighting shall not shine directly onto an adjacent street or property. Minimum illumination at ground level shall be two foot-candles but shall not exceed one-half foot-candles in a residential district." The photometric plan should meet these requirements.
- **FLOOR PLANS.** Plans shall be drawn at 1/8"=1' minimum scale.
- **ROOF PLAN.** Plan shall be drawn at 1/8"=1' or larger scale. The plan shall include property lines, outline of building footprint, ridgelines, valleys, flat roof areas, roof pitch and rooftop mechanical equipment, and screening. Plans shall show existing roof forms and roof forms to be added or changed.
- **SIGNS.** Plan shall be drawn at 1"= 20' minimum scale and shall include colors, materials, font types and sizes, dimensions, and lighting details of all signs including address, numbers,

CITY OF ANTIOCH
TENTATIVE MAP / FINAL DEVELOPMENT PLAN
FOR A PLANNED DEVELOPMENT (PD) APPLICATION



wall signs and free-standing ground signs. Show dimensioned location and mounting details of signs on building elevations and location of ground signs on site plan. A colored rendering of the sign shall be provided.

- **BUILDING ELEVATIONS.** Plans shall be drawn at 1/8" = 1' minimum scale; dimensioned vertically and horizontally with sample representations at 1/4"=1' scale for detail areas. Elevations shall not include superimposed landscaping and trees that hide the buildings. The plans shall include:
 - Detailed building sections showing depth of reveals, projections, recesses, etc.
 - Details of vents, gutters, downspouts, scuppers, external air conditioning equipment, etc.
 - Details including materials and dimensions of door and window treatments, railings, stairways, handicap ramps, trim, fascia, soffits, columns, fences, and other elements which affect the building. Provide wall sections at 1/2"=1' scale to clarify detailing as appropriate.
 - Clearly label proposed color and materials.
- **COLOR AND MATERIALS BOARD.** Samples of materials and color palette representative of actual materials/colors for all buildings and structures. Identify the name of manufacturer, product, style, identification numbers and other pertinent information on the display. Displays should be no larger than 8-1/2"x14", except where actual materials samples are presented.
- **LANDSCAPE PLAN.** Plan shall be drawn at 1"=20' or larger scale. The plan shall be consistent with the Water Efficient Landscape Guidelines, attached. The plan shall include the following:
 - Planting plan and plant list indicating appropriate trees, shrubs, groundcovers, turf varieties, mulches, and other surfacing materials. Trees shall be a minimum of 15-gallon size and shrubs a minimum of 5-gallon size. Tree sizes may be required to be increased depending on project location, size, or other conditions.
 - Landscape grading plan (may be combined with final site plan or planting plan).
 - Schedule for finish grading, soil preparation and treatment, planting mulching and landscape maintenance.
 - Plan for non-vegetative landscape improvements: paving, fences, walls, retaining walls, planters, trash enclosures, arbors, etc. (may be combined with final site plan or architectural drawings).
 - Statement indicating that a fully automatic irrigation system will be provided.

ATTACHMENTS:

- A. Application Form
- B. Statement of Understanding
- C. Stormwater Control Plan/Report Checklist


**CITY OF ANTIOCH
DEVELOPMENT APPLICATION**

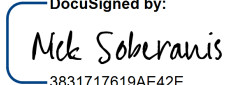
Site Location	3500 Hillcrest Ave., Antioch, CA
Assessor's Parcel No. (s)	052-370-010-02
Total Acreage	1.48 Acres
Brief Description of Request: Planned Development (PD) Application and Use Permit / Design Review Application	

PROPERTY OWNER OF RECORD	
Name	
Company Name	Travis Credit Union
Address	One Travis Way Vacaville, CA 95687
Phone #	707-469-1907
Email	drothmann@traviscu.org
Signature	DocuSigned by: <i>Dena Rothmann</i> EF4067C7527E419...

APPLICANT	
Name	
Company Name	Travis Credit Union
Address	One Travis Way Vacaville, CA 95687
Phone #	707-469-1781
Email	mprosneski@traviscu.org
Signature	DocuSigned by: <i>Matthew Prosneski</i> 5447843DEC264D4...

**CITY OF ANTIOCH
DEVELOPMENT APPLICATION**

AGENT/DESIGNER	
Name	Jason Patty
Company Name	LEVEL5 LLC
Address	2326 Washington Blvd, Fourth Floor Ogden, UT 84401
Phone #	801-885-1295
Email	jpatty@level5.com
Signature	

ANY OTHER PERSON THAT YOU WOULD LIKE THE CITY TO NOTIFY OF THE PUBLIC HEARING	
Name	
Company Name	Travis Credit Union
Address	One Travis Way Vacaville CA 95687
Phone #	707-469-1739
Email	NSoberanis@traviscu.org
Signature	<div>DocuSigned by:  3831717619AE42E</div>

FOR OFFICE USE ONLY	
Date Received:	File No.:
Title:	Account No.:
Type of Application:	Notes:

PLEASE SIGN AND RETURN WITH YOUR APPLICATION

STATEMENT OF UNDERSTANDING

In signing this Statement of Understanding in conjunction with the attached application to the City of Antioch, Department of Community Development for Project:

I understand that charges for materials and staff time spent processing this application will be billed monthly and is based on an hourly rate as identified in the current fiscal year fee schedule. Application processing includes but is not limited to plan checking and processing, meetings, phone calls, research, email, and staff report preparation. Further, I understand that my initial deposit is not a fee and actual charges may be in excess of the deposit. The deposit will be returned to me at the conclusion of the process after all invoices have been paid. If invoices are not paid on a monthly basis, processing will be terminated until all past due amounts have been paid. Failure to pay invoices on a monthly basis may also result in an application being deemed incomplete; postponement of hearings or meetings; and/or inability to obtain a building permit.

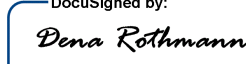
I assume full responsibility for all costs incurred by the City in processing this application.

Further, I understand that approval of my project is NOT guaranteed and may be denied. In the case of a denial, I understand that I am still responsible for all costs incurred by the City in processing this application.

I hereby authorize employees, officials and agents of the City of Antioch to enter upon the subject property, as necessary, to inspect the premises and process this application.

DATE: 4/11/2022

NAME: Dena Rothmann

SIGNATURE: 
EP4007C7527E419...

.....
Property owner signature for authorization to enter property and process the application. This is required only if the applicant is not the property owner.

DATE: 4/11/2022

NAME: Matthew Prosneski

SIGNATURE: 
5447843DEC264D4...

STORMWATER CONTROL PLAN CHECKLIST

The following checklist is adapted from the Stormwater C.3 Guidebook which contains a detailed description and instructions for preparing a stormwater control plan. The Guidebook is available online at <http://cccleanwater.org/construction/nd.php> or it may be purchased from the City of Antioch.

CONTENTS OF PLAN:

Show on scaled (1"= 20', 40', 50' or 100') drawings:

- ☐ Existing natural hydrologic features (depressions, watercourses, relatively undisturbed areas) and significant natural resources.
- ☐ Soil types and depth to groundwater (if infiltration is proposed).
- ☐ Existing and proposed site drainage network and connections to drainage offsite.
- ☐ Proposed design features and surface treatments used to minimize imperviousness.
- ☐ Separate drainage areas, depending on complexity of drainage network.
- ☐ Existing condition of each drainage area, including pervious and impervious areas.
- ☐ For each drainage area, types of impervious area (roof, plaza/sidewalk, and streets/parking) and area of each.
- ☐ Proposed locations and approximate sizes of infiltration, treatment, or hydrograph modification BMPs.
- ☐ Pollutant source areas, including loading docks, food service areas, refuse areas, outdoor processes and storage, vehicle cleaning, repair or maintenance, fuel dispensing, equipment washing, etc., and corresponding required source controls from Appendix E of Stormwater C.3 Guidebook.

CONTENTS OF REPORT:

A report accompanying the drawings should include:

- ☐ Narrative analysis or description of site features and conditions that constrain, or provide opportunities for, stormwater control.
- ☐ Narrative description of site design characteristics that protect natural resources.

- ☐ Narrative description and/or tabulation of site design characteristics, building features, and pavement selections that reduce imperviousness of the site.
- ☐ Tabulation of pervious and impervious area, showing self-retaining areas and areas tributary to each infiltration, treatment, or hydrograph modification BMP.
- ☐ Preliminary designs, including calculations, for each treatment or hydrograph modification management BMP. Elevations should show sufficient hydraulic head for each.
- ☐ A table of identified pollutant source areas and for each, the source control measure(s) used to reduce pollutants to the maximum extent practicable. See worksheet in Appendix E, Stormwater C.3 Guidebook.
- ☐ Identification of any conflicts with codes or requirements or other anticipated obstacles to implementing the Stormwater Control Plan.
- ☐ Construction and annual maintenance cost estimates for proposed BMP.
- ☐ General description of maintenance needs for treatment/hydrograph modification BMPs.
- ☐ Brief summary of other BMP methods *not chosen* for the project (including basic cost and C-3 efficiency estimates).
- ☐ Means by which BMP maintenance will be financed and implemented in perpetuity.
- ☐ Statement accepting responsibility for interim operation & maintenance of treatment BMPs.
- ☐ Construction Plan C.3 Checklist.
- ☐ Certification by a licensed civil engineer, architect, and landscape architect.

160 PINE ST, 6TH FLOOR,
SAN FRANCISCO, CA 94111

STRUCTURAL ENGINEERS

A. ALL WORK AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.

B. THE CONSTRUCTION OF THE PROJECT SHALL BE PERFORMED BY AN APPROVED TESTING AND INSPECTION AGENCY AS ACCEPTABLE TO THE AUTHORITIES HAVING JURISDICTION.

C. INTERIOR WALL AND CEILING FINISHES SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM E84. FINISHES SHALL BE CLASS B (FLAME SPREAD 26-75; SMOKE DEVELOPED 0-450). FINISHES OTHER THAN TEXTILES SHALL BE TESTED IN ACCORDANCE WITH NFPA 286. THESE REQUIREMENTS MEET OR EXCEED THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE.

D. CONTRACTOR SHALL SCHEDULE AND ARRANGE FOR ALL REQUIRED LEGAL INSPECTIONS.

E. CONTRACTOR SHALL COMPLY WITH ALL CURRENT "HAZARDOUS MATERIALS COMMUNICATIONS" (HAZCOM) REQUIREMENTS. THE CONTRACTOR SHALL OBTAIN "MATERIAL SAFETY DATA SHEETS" (MSDS) FOR ALL HAZARDOUS MATERIALS TO BE USED ON THE PROJECT. OBTAIN DATA SHEETS FROM MANUFACTURER OR SUPPLIER. PROVIDE TO THE ARCHITECT PRIOR TO USING SUCH SUBSTANCES ON SITE. THE CONTRACTOR SHALL ALSO COMPLY WITH LAWS, ORDINANCES, RULES, AND REGULATIONS OF FEDERAL, STATE, REGIONAL, AND LOCAL AUTHORITIES REGARDING HANDLING, STORING, TRANSPORTING, AND DISPOSING OF HAZARDOUS MATERIALS. PRIOR TO TRANSPORTING ANY HAZARDOUS WASTES, THE APPROPRIATE SITE ENVIRONMENTAL LEADER MUST BE CONTACTED.

F. PENETRATIONS THROUGH STRUCTURAL MEMBERS, ROOF ASSEMBLY AND FLOOR SLABS, NOT INDICATED ON THE DRAWINGS, SHALL REQUIRE APPROVAL BY THE ARCHITECT AND OWNER PRIOR TO PERFORMING THE WORK. SEAL CONDUCITS, PIPES, AND SYSTEMS WHICH PENETRATE FIRE-RATED WALLS AND PARTITIONS WITH CLASSIFIED SYSTEMS BY PERMITTERS LABORATORIES, INC.

G. EXACT SIZE AND LOCATION OF MECHANICAL AND ELECTRICAL AND FLOOR OPENINGS SHOWN ON THE ARCHITECTURAL AND STRUCTURAL PLANS ARE TO BE VERIFIED WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS PRIOR TO CONSTRUCTION.

H. THE CONTRACTOR SHALL EXAMINE THE SITE AND PORTIONS THEREOF WHICH AFFECT THE WORK AND SUBMIT A WRITTEN EXISTING DIMENSIONS AND CONDITIONS. NO ADDITIONAL EXPENSE SHALL BE ALLOWED WHICH RESULTS FROM THE FAILURE TO PERFORM THIS EXAMINATION.

I. CONTRACTOR SHALL COORDINATE THE SIZE AND LOCATION OF ALL M.E.P. ITEMS OR OPENINGS WITH THE APPROPRIATE CONTRACTORS.

J. ALL MATERIALS, FIXTURES AND EQUIPMENT INDICATED IN THE CONSTRUCTION DOCUMENTS SHALL BE NEW AND AS SPECIFIED UNLESS IDENTIFIED OTHERWISE.

K. DIMENSIONS INDICATED ON PLANS ARE TO FACE OF PARTITIONS OR COLUMN CENTERLINE UNLESS NOTED OTHERWISE.

L. DO NOT SCALE FROM THE DRAWINGS. THE ARCHITECT SHALL BE NOTIFIED OF ANY CONFLICTS IN DIMENSIONING.

M. THE FINISHES NOTED LOCATED BY DIMENSION SHALL BE 2" FROM THE FACE OF FINISHED WALL TO FACE OF DOOR FRAME JAMB AT HINGE SIDE OR CENTERED BETWEEN PERPENDICULAR PARTITIONS.

N. ALL NEW / EXIST. FINISHED AND PATCHED SURFACES SHALL BE SMOOTH, CONTINUOUSLY FREE OF IMPERFECTIONS AND IN PROPER CONDITION TO RECEIVE THE SPECIFIED FINISH. PATCHED AREAS SHALL MATCH THE ADJACENT MATERIALS CONSTRUCTION AND FINISH.

O. DO NOT APPLY PAINTS IN GYPSUM WALLBOARD PANELS. READY FOR PAINTING. PAINTING ABOVE CEILINGS IS NOT REQUIRED.

P. PROVIDE ALL REQUIRED BLOCKING, FURRING AND BACKING FOR ANY WALL MOUNTED FIXTURES, SHELVE AND ACCESSORIES AND ALL CASEWORK / MILLWORK.

Q. ALL CASEWORK AND MILLWORK TO BE SCRIBED AND/OR SELED WHERE MEETS ADJACENT PARTITION OR PARTITION. ALL CASEWORK SHALL BE CONSTRUCTED FROM MATERIAL SEAMS TO BE MINIMIZED TO APPROPRIATE AMOUNT. REFER TO FINISH LEGEND FOR WALLBOARD FINISHES.

R. PROVIDE BACKER ROD AND SEALANT AT ALL DISSIMILAR MATERIALS.

S. ALL WOOD BLOCKING, NAILERS, GROUNDS, PLYWOOD TO BE NON-COMBUSTIBLE.

T. PROVIDE WOOD FRAMING OR ALUMINUM ITEMS WHICH WILL BE A PERMANENT PART OF THE BUILDING CONSTRUCTION. TRAP APOURTE TRAP SHALL BE PROVIDED FOR THE LOCATION AND SEVERITY OF THE CONDITIONS IN WHICH THEY ARE INSTALLED. PROVIDE TREATMENTS WITH APPROPRIATE FIRE-RETARDANT AND EXPOSURE CLASSIFICATIONS.

U. ALL FLOORS ON EITHER SIDE OF DOORWAY OR OPENING SHALL BE LEVEL AND HAVE A MAXIMUM ELEVATION DIFFERENCE OF 1/8" PER FOOT.

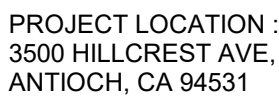
V. ALL NEW CONCRETE FLOORS SCHEDULED TO HAVE NEW FLOORING SHALL BE LEVEL TO WITHIN 1/8" OVER 10'-0" AND MEET ALL FLOORING MANUFACTURER'S REQUIREMENTS FOR PATCHING, LEVELING AND INSTALLATION BEFORE FINISH FLOORING IS APPLIED.

W. CONTRACTOR SHALL BE RESPONSIBLE FOR PRODUCING COORDINATION DRAWINGS BETWEEN ALL TRADES AND CRAFTS TO PREVENT CONFLICTS IN FABRICATION.

X. MATERIALS LISTED IN DRAWINGS ARE BASIS OF DESIGN. ALTERNATE MANUFACTURERS/PRODUCTS WILL BE CONSIDERED. REFER TO SPECIFICATIONS.

CIVIL		
C1	PRELIMINARY GRADING & UTILITY PLAN	03/23/2022
C2	THROUGH SITE SECTIONS	03/23/2022
C3	PRELIMINARY STORMWATER CONTROL PLAN	03/23/2022
L1	PRELIMINARY LANDSCAPE PLAN	03/23/2022

052-370-010-02



NEW CONSTRUCTION OF SINGLE STORY BRANCH BANK. STEEL FRAMED BUILDING WITH SHALLOW FOUNDATION. DRIVE THROUGH ATM CANOPY PARKING AND DUMPSTER ENCLOSURE.

APPLICABLE CODES:
2019 CALIFORNIA BUILDING CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA PLUMBING CODE
2019 CALIFORNIA ENERGY CODE
2019 CALIFORNIA FIRE CODE
2019 CALIFORNIA GREEN BUILDING CODE

CALIFORNIA ADMINISTRATIVE CODE TITLE 24, LATEST EDITION, HAS BEEN REVIEWED. THE DESIGN SUBMITTED FOR THE BUILDING PERMIT SUBSTANTIALLY CONFORMS TO THESE REGULATIONS.

MECHANICAL AND ELECTRICAL SCOPE OF WORK SHALL BE DONE IN COMPLIANCE WITH 2019 TITLE 24, SECTION 6, CALIFORNIA ENERGY EFFICIENCY STANDARDS FOR RESIDENTIAL AND NONRESIDENTIAL BUILDINGS.

EXECUTE WORK IN ACCORDANCE WITH ALL APPLICABLE CODES, MANUFACTURERS' RECOMMENDATIONS, AND TRADE AND REFERENCE STANDARDS, INCLUDING BUT NOT LIMITED TO: CALIFORNIA BUILDING, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE CODES AND LOCAL AMENDMENTS WHERE APPLICABLE, NEC, NPC, NFPA, ASME, ANSI, AMERICANS WITH DISABILITIES ACT, AND OTHER APPLICABLE REGULA-
 AUTHORITY'S LATEST ENFORCED EDITIONS.

ALL FIRE LIFE SAFETY SYSTEMS TO BE DESIGN BUILT IN THE CITY OF ANTIOCH.

THIS IS NOT A SMOKE CONTROL BUILDING.

CALGREEN STATEMENT:
PRIOR TO PERMIT ISSUANCE, SUBMIT FORMS FOR APPROVAL ADDRESSING
REQUIREMENTS OF CAL GREEN AND THE CITY OF ANTIOCH WASTE
MANAGEMENT PLAN FOR CONSTRUCTION AND DEMOLITION DEBRIS. FORMS
ARE AVAILABLE AT THE FRONT COUNTER.

PROJECT LOCATION :
3500 HILLCREST AVE,
ANTIOCH, CA 94531

BHDP ARCHITECTURE
302 WEST THIRD STREET

CINCINNATI
COLUMBUS

PHB

SYSKA HENNESSY GROUP | 425 CALIFORNIA ST., SUITE 400, SAN FRANCISCO, CA 94104
FORRELL / ELSESSER | 160 PINE ST., 6TH FLOOR, SAN FRANCISCO, CA 94111

LEVEL 5 - TCU TERRACE CENTER
3500 HILLCREST AVE,
ANTIOCH, CA 94531

COVER SHEET

Project Manager

DH

CW

Checked

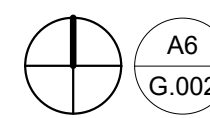
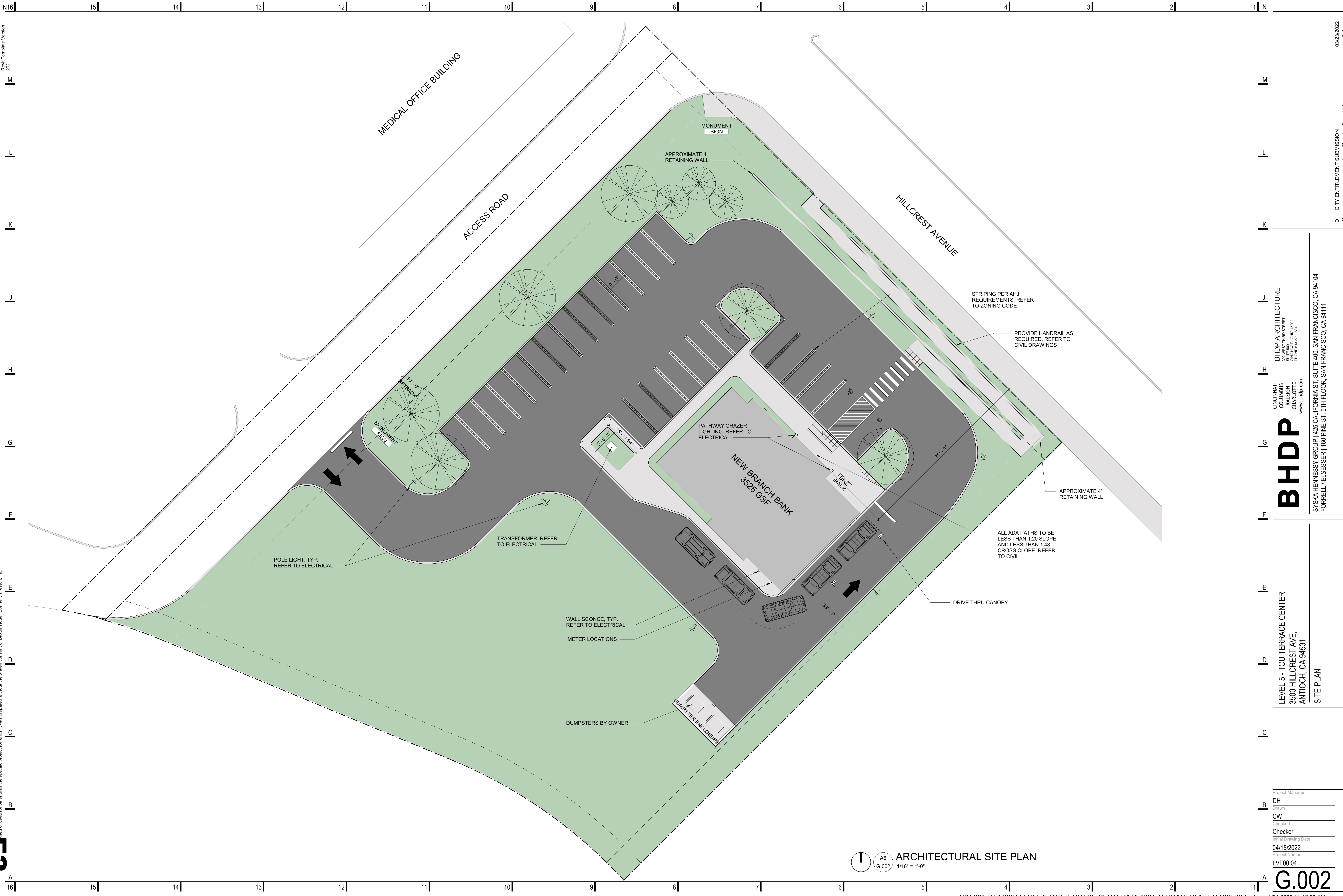
Checker

04/15/2022

Project Number

LVF00.04

G.001



ARCHITECTURAL SITE PLAN
1/16" = 1'-0"

Project Manager	DH
Drawn	CW
Checked	
Checker	
Initial Drawing Date	04/15/2022
Project Number	LVF00.04

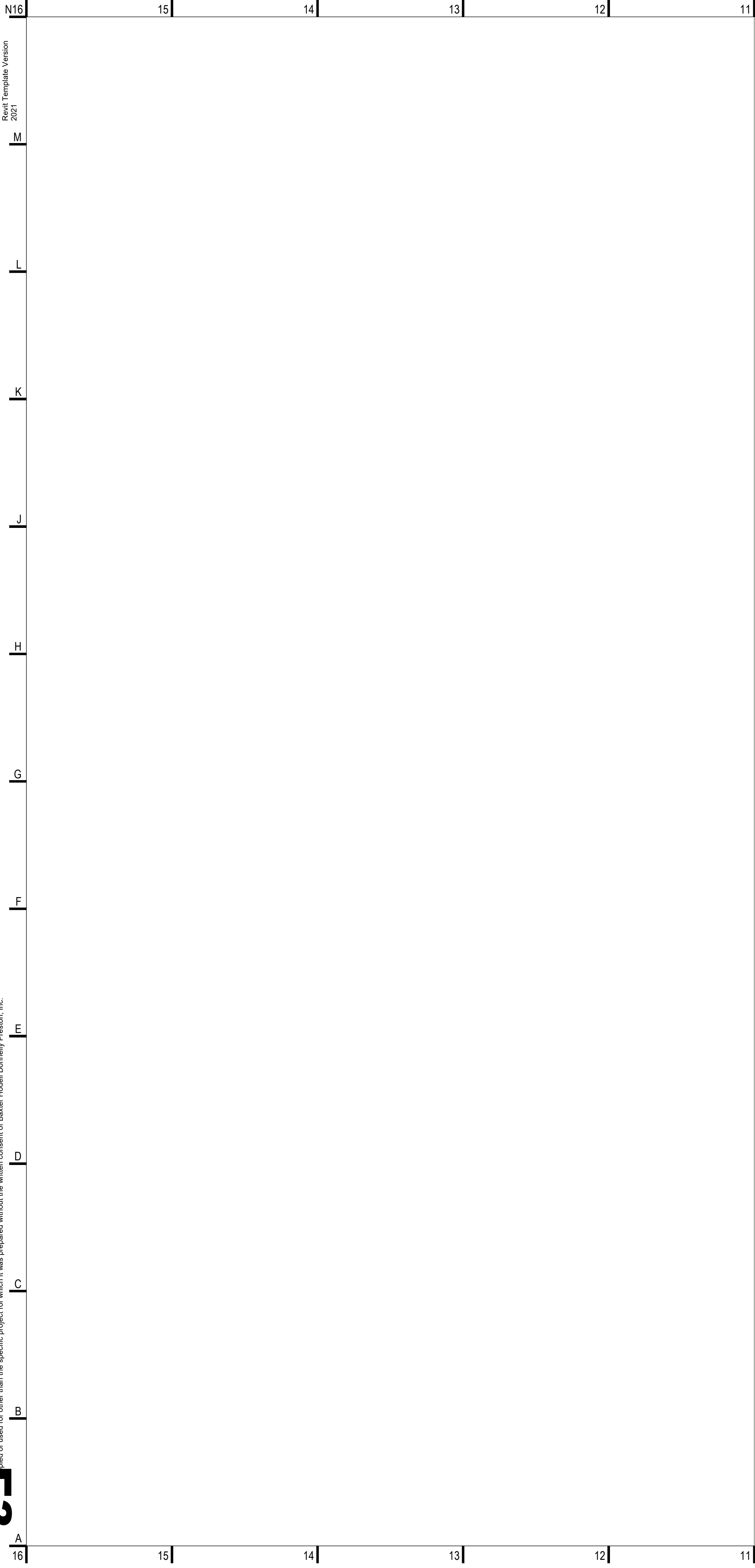
G.002

LEVEL 5 - TCU TERRACE CENTER
3500 HILLCREST AVE.
ANTIOCH, CA 94531
SITE PLAN

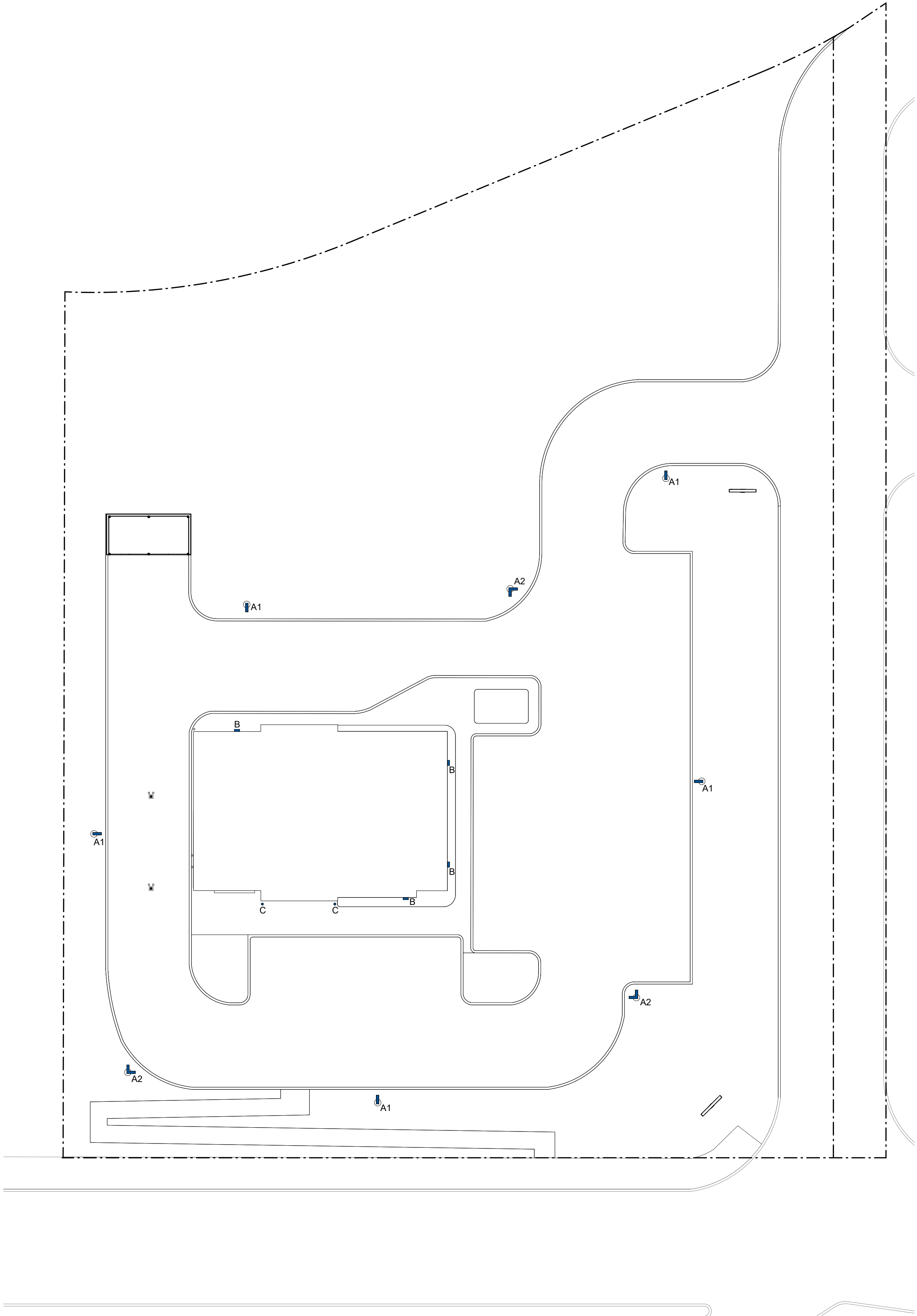
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COLUMBUS
RALEIGH
CHARLOTTE
www.bhdp.com

BHDP ARCHITECTURE
SUITE 200, HIND STREET
CINCINNATI, OH 45202
PHONE 513.271.1834

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FORRELL / ELSESSER | 160 PINE ST, 6TH FLOOR, SAN FRANCISCO, CA 94111



LIGHTING PLAN



EXTERIOR LIGHTING LEGEND

- | | | |
|--|----|---|
| | A1 | POLE LIGHT, LITHONIA DSX1 LED |
| | A2 | POLE LIGHT, LITHONIA DSX1 LED, 90 DEGREE |
| | B | WALL SCONCE, LITHONIA WDGE2 LED |
| | C | PATHWAY GRAZER LIGHT, BK LIGHTING HP2 LED |

Project Manager
DH
Drawn
CW
Checked
Checker
Initial Drawing Date
04/15/2022
Project Number
LVF00.04

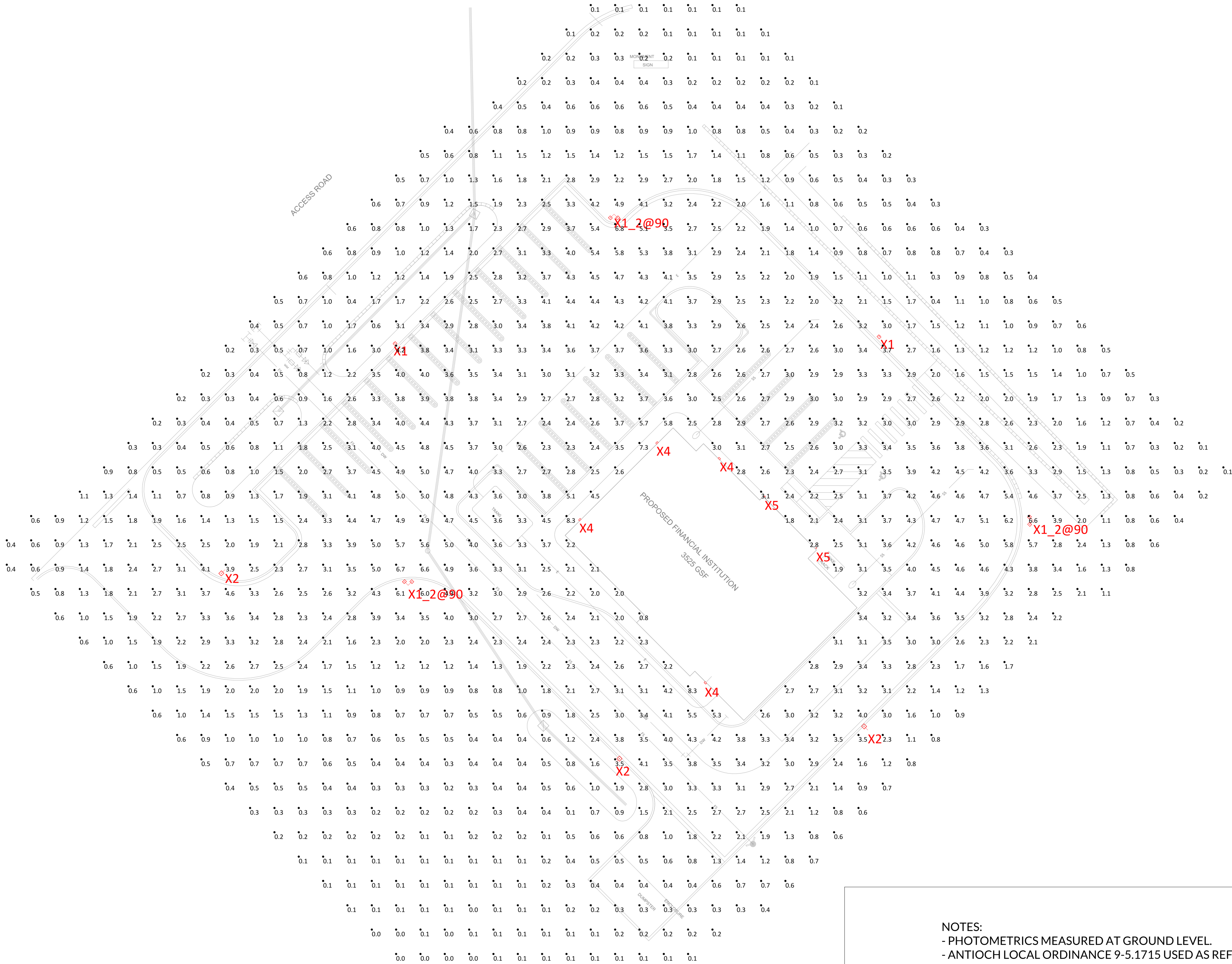
LEVEL 5 - TCU TERRACE CENTER
3500 HILLCREST AVE,
ANTIOCH, CA 94531
LIGHTING PLAN

BHDP

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BHDP ARCHITECTURE
1100 PINE STREET
SUITE 500
CINCINNATI, OH 45202
PHONE 513.271.1834

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FORRELL / ELSESSER | 160 PINE ST., 6TH FLOOR, SAN FRANCISCO, CA 94111



- NOTES:
- PHOTOMETRICS MEASURED AT GROUND LEVEL.
 - ANTIOCH LOCAL ORDINANCE 9-5.1715 USED AS REFERENCE FOR SITE LIGHTING DESIGN
 - SITE LIGHTING TO BE MOUNTED ON 18'-0" STRAIGHT, STEEL, SQUARE POLES WITH 2'-0" CONCRETE BASES
 - ELECTRICAL ENGINEER TO VERIFY EXTERIOR LIGHTING COMPLIANCE TO STATE AND LOCAL ORDINANCES, INCLUDING TITLE 24.
 - TYPE X4 WALL PACKS MOUNTED AT 10'-0" AFG

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Site Photometrics @ Ground Lvl	Illuminance	Fc	1.9	8.3	0.0	N.A.	N.A.

Luminaire Schedule			
Symbol	Qty	Label	Description
+	2	X1	LITHONIA: DSX1 LED P3 30K TFTM XX XX XX
+	3	X1_2@90	LITHONIA: DSX1 LED P3 30K TFTM XX XX XX
+	3	X2	LITHONIA: DSX1 LED P3 30K T3M XX XX XX
+	4	X4	LITHONIA: WDGE2 LED P2 30K 80CRI VF MVOLT SRM XX XX
+	2	X5	BK Lighting: HP2-LED-TR-X62-FL-XX-11-XX-MT-AH

CS
ILLUMINATION

PHOTOMETRIC STUDY

3500 HILLCREST AVE, ANTIOCH CA 94531

TRAVIS CREDIT UNION: TERRACE CENTER

DESIGNER KB

SCALE: 1" = 16'

BHDP ARCHITECTURE
1100 STREET
SUITE 200
CINCINNATI, OH 45202
PHONE 513.271.1634

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CHARLOTTE
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BHDP

LEVEL 5 - TCU TERRACE CENTER
3500 HILLCREST AVE,
ANTIOCH, CA 94531

PHOTOMETRIC PLAN

Project Manager
DH
Drawn
CW
Checked
Checker
Initial Drawing Date
04/15/2022
Project Number
LVF00.04

G.004

VENT PIPE LOCATION. REFER TO PLUMBING DRAWINGS. FLASH AS REQUIRED.

ROOF HATCH. COORDINATE WITH STRUCTURAL. PROVIDE FLASHING AS REQUIRED.

DISCONNECT. COORDINATE IN FIELD. REFER TO ELECTRICAL/STRUCTURAL DRAWINGS

38' - 0" TO PROJECT WEST PROPERTY LINE

CONDENSING UNIT. REFER TO MECHANICAL FOR ROOF CURB DETAIL. REFER TO STRUCTURAL FOR PENETRATIONS.

8' - 5 1/2"

METAL LADDER. PROVIDE BLOCKING AS REQUIRED. PAINT TO MATCH EIFS FINISH.

127' - 10 1/2" TO PROJECT NORTH PROPERTY LINE

ROOF SCUPPER. CATCH BOX AND DOWN SPOUT. REFER TO PLUMBING DRAWINGS.

CONDENSING UNIT. REFER TO MECHANICAL FOR ROOF CURB DETAIL. REFER TO STRUCTURAL FOR PENETRATIONS.

CANOPY BELOW

ROOF DRAIN AND OVERFLOW DRAIN. REFER TO PLUMBING DRAWINGS. REFER STRUCTURAL DRAWINGS FOR PENETRATION.

CANOPY BELOW

113' - 8" TO PROJECT WEST PROPERTY LINE

VENT PIPE LOCATION. REFER TO PLUMBING DRAWINGS. FLASH AS REQUIRED.

DISCONNECT. COORDINATE IN FIELD. REFER TO ELECTRICAL/STRUCTURAL DRAWINGS

ROOF FAN. REFER TO MECHANICAL FOR ROOF CURB DETAIL. REFER TO STRUCTURAL FOR PENETRATIONS.

ROOF SCUPPER. CATCH BOX AND DOWN SPOUT. REFER TO PLUMBING DRAWINGS.

ROOF DRAIN AND OVERFLOW DRAIN. REFER TO PLUMBING DRAWINGS. REFER STRUCTURAL DRAWINGS FOR PENETRATION.

75' - 5" TO PROJECT SOUTH PROPERTY LINE

CANOPY BELOW



ROOF PLAN

A9
G.006

1/4" = 1'-0"

BHPD ARCHITECTURE
COLUMBUS
SUITE 200, 1180 STREET
RALEIGH
CHARLOTTE
NC 27602
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LEVEL 5 - TCU TERRACE CENTER
3500 HILLCREST AVE.
ANTIOCH, CA 94531
ROOF PLAN

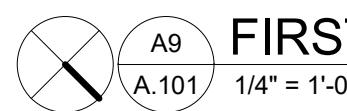
Project Manager
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G.006

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FORRELL / ELSESSER | 160 PINE ST., 6TH FLOOR, SAN FRANCISCO, CA 94111

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Date


$$1/4'' = 1'-0''$$

A.101

FIRST FLOOR PLAN

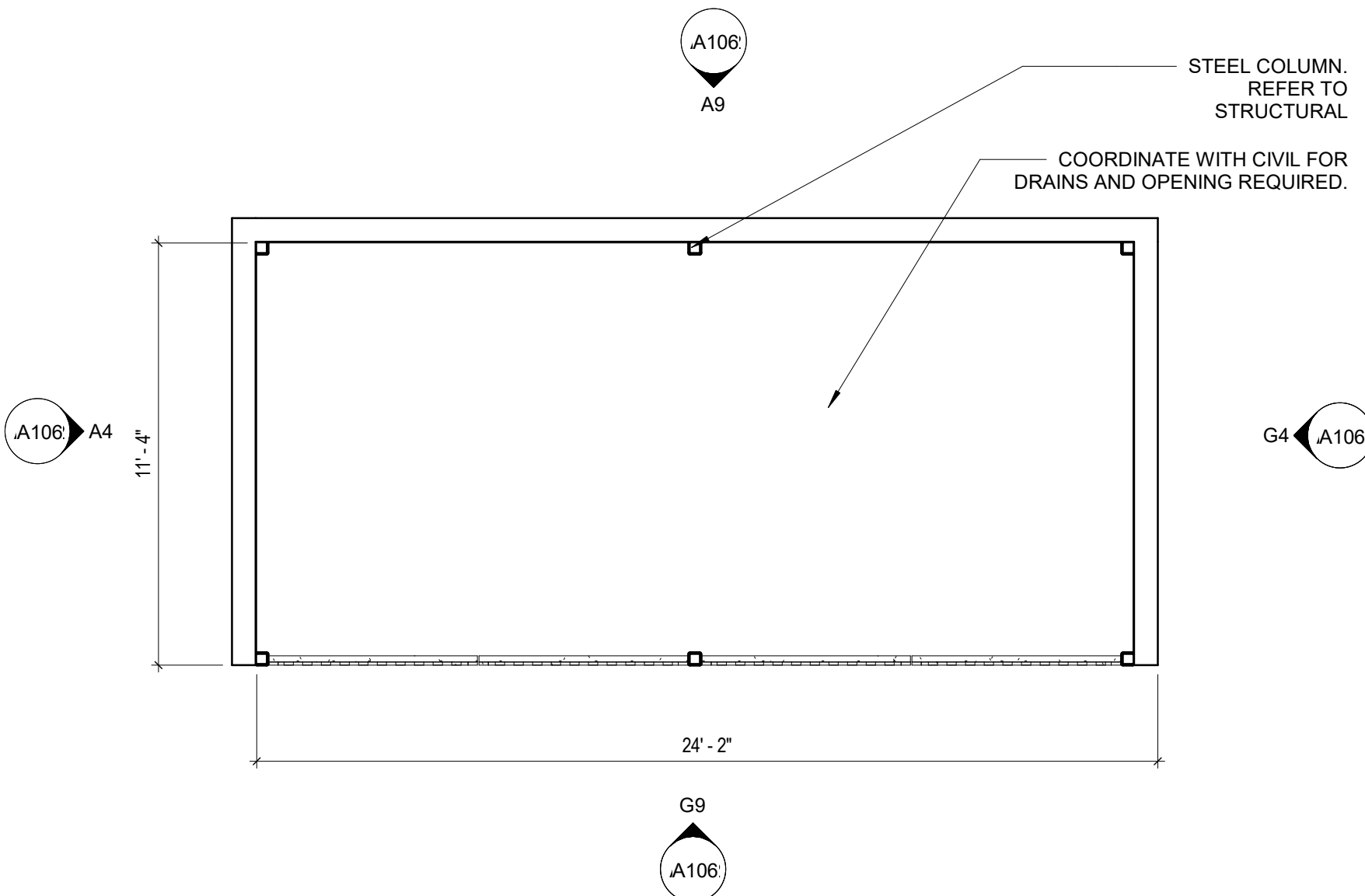
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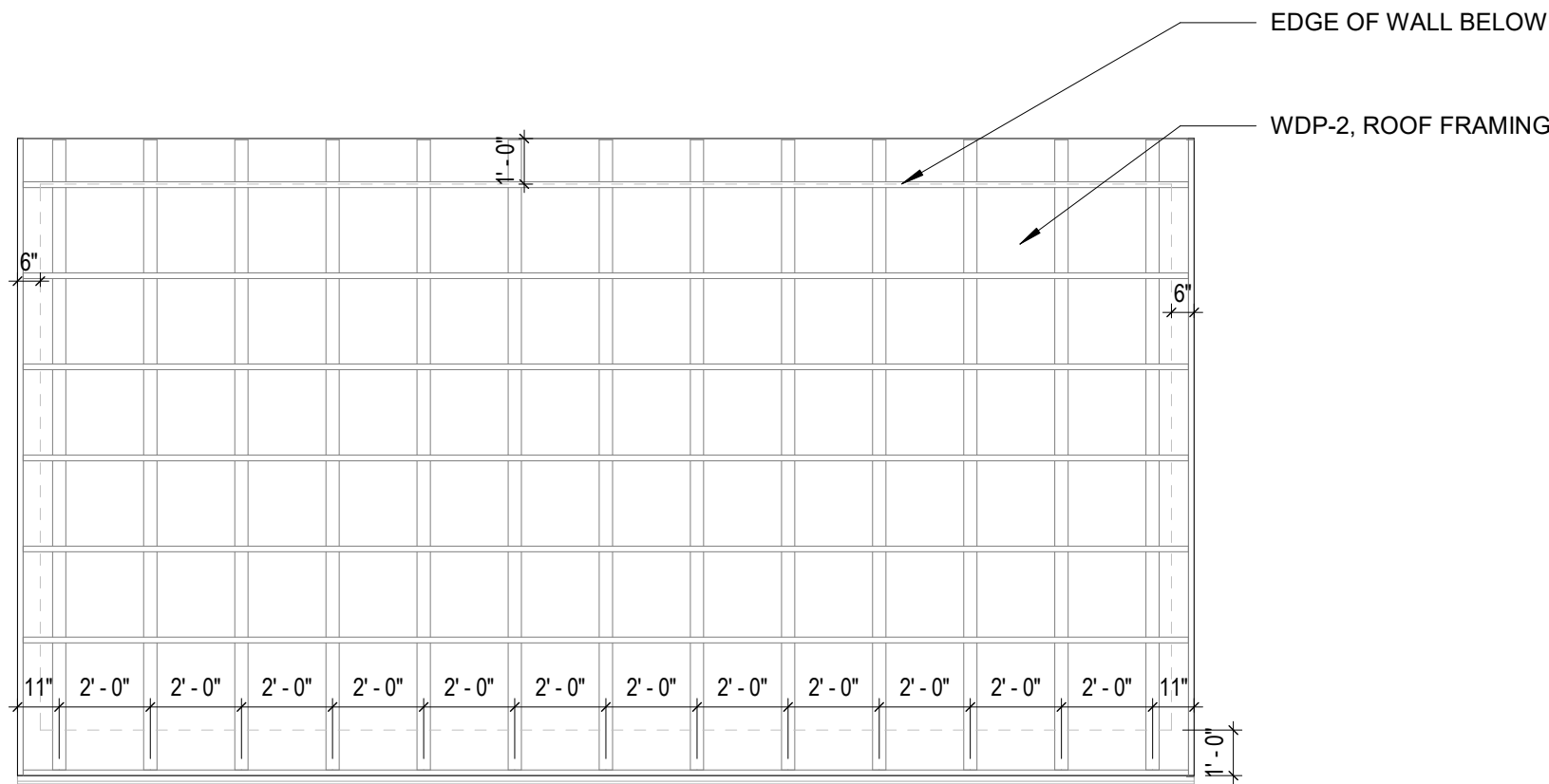
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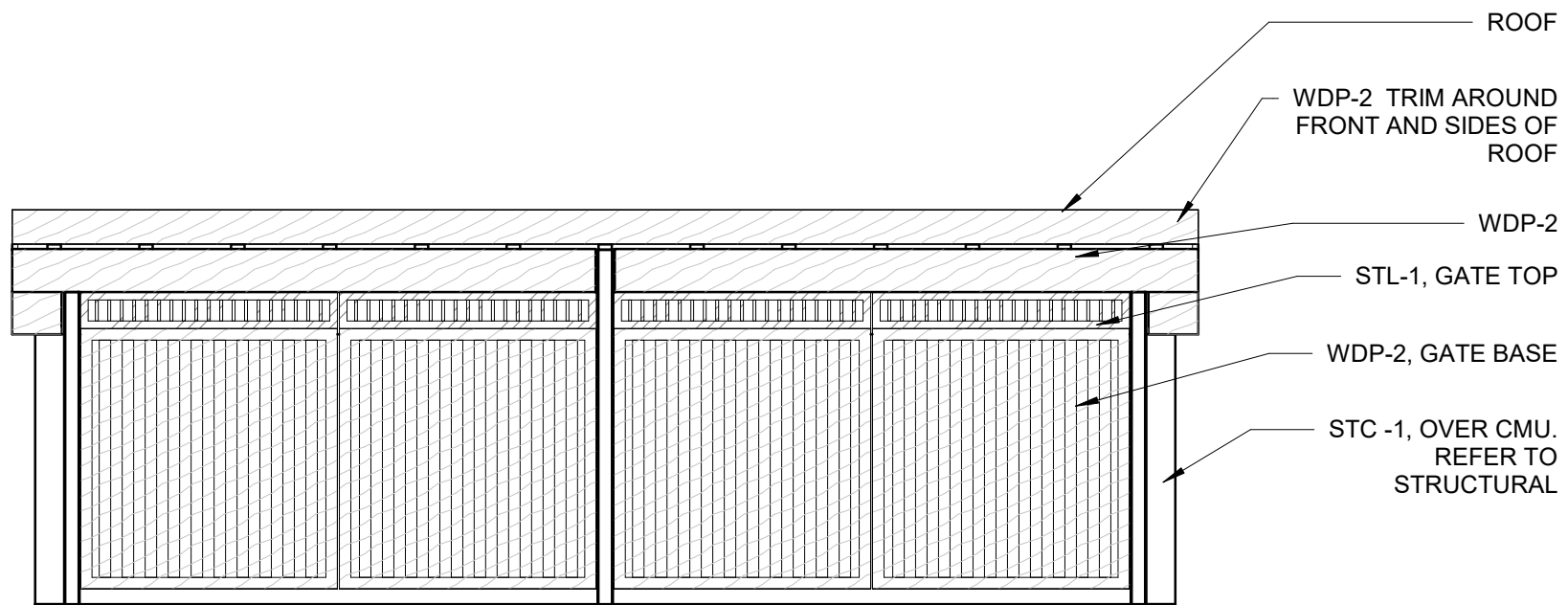
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STC-1	STUCCO	DRYVIT	CUSTOM CHARCOAL
WDP-2	WOOD BEAM/BOARD	N/A	PAINT TO MATCH EIFS-1
STL-1	STEEL	N/A	PAINT TO MATCH EIFS-1



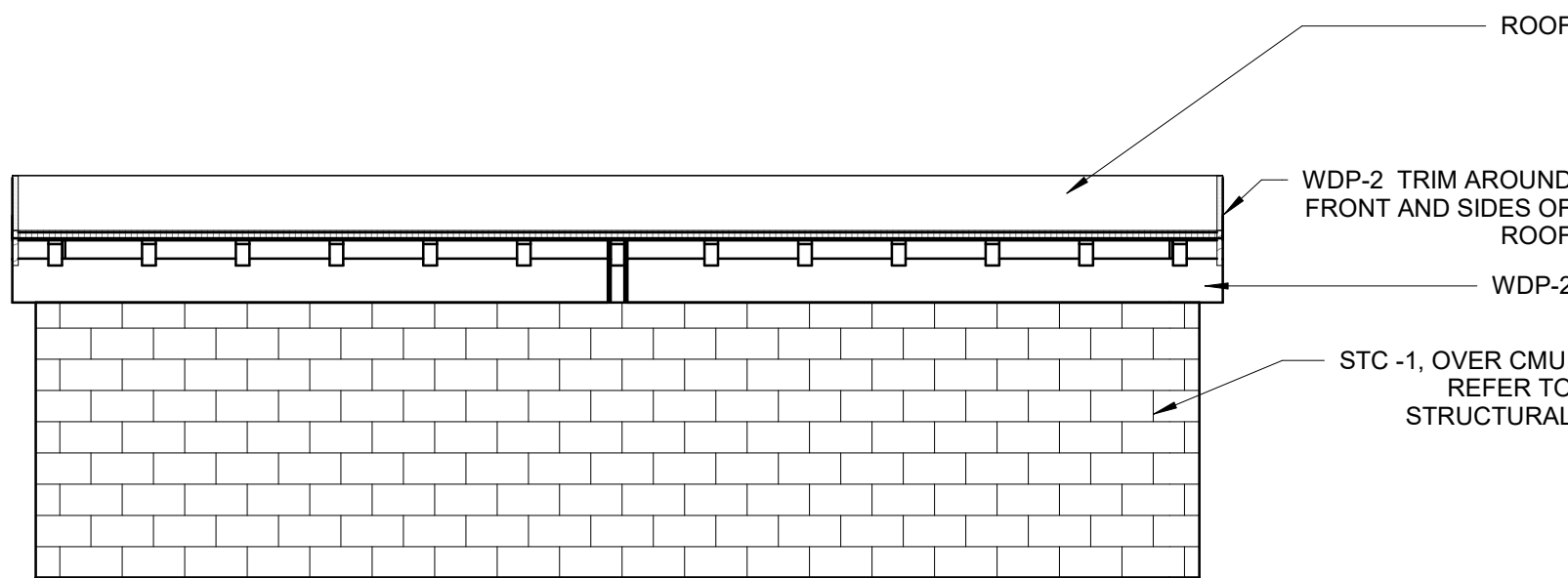
FLOOR PLAN - DUMPSTER ENCLOSURE
G14
A.102 / 1/4" = 1'-0"



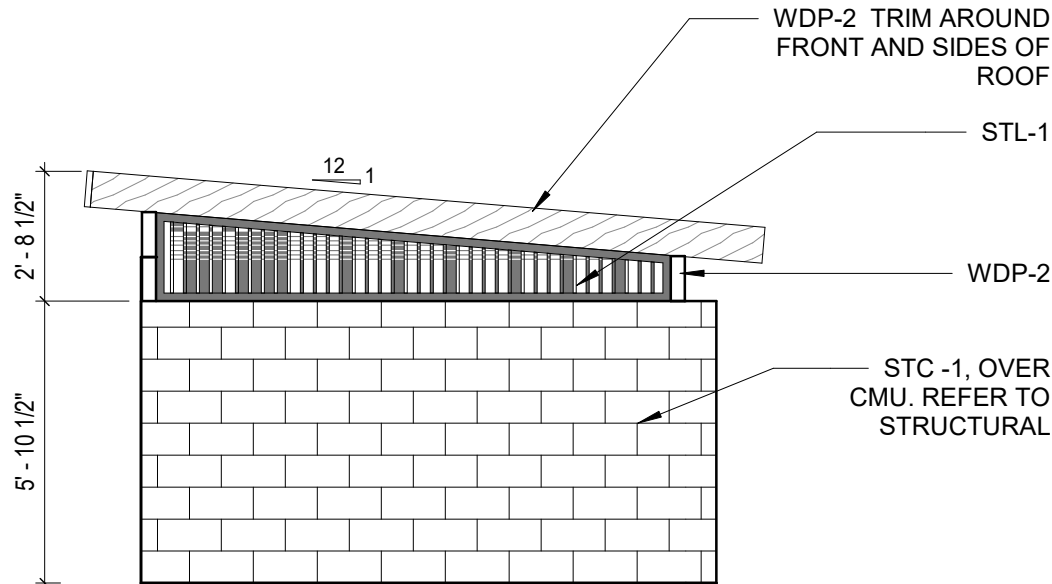
ROOF PLAN - DUMPSTER ENCLOSURE
A14
A.102 / 1/4" = 1'-0"



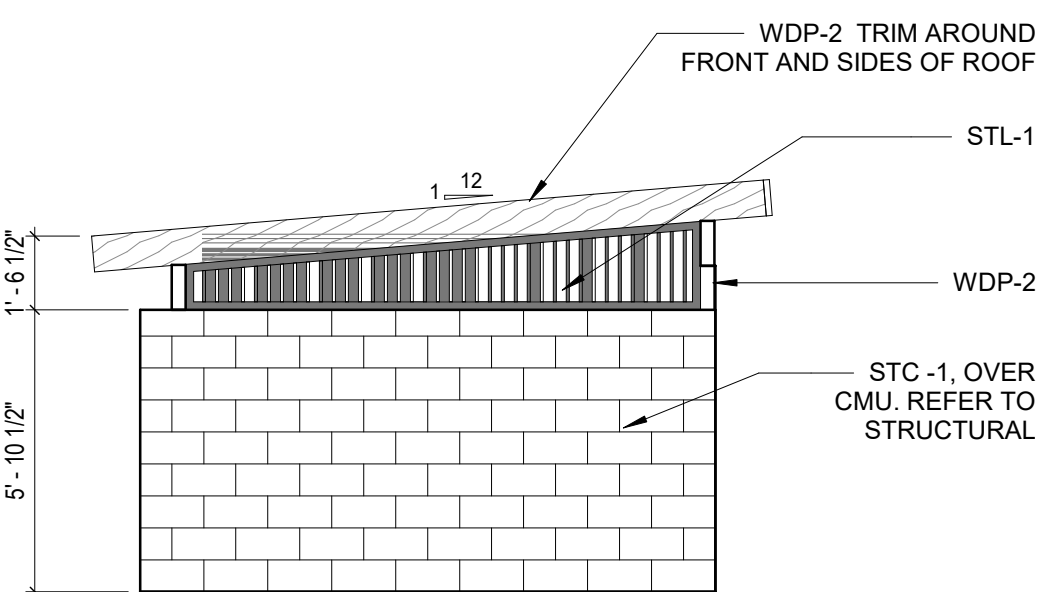
ELEVATION - DUMPSTER ENCLOSURE NORTH
G9
A.102 / 1/4" = 1'-0"



ELEVATION - DUMPSTER ENCLOSURE SOUTH
A9
A.102 / 1/4" = 1'-0"

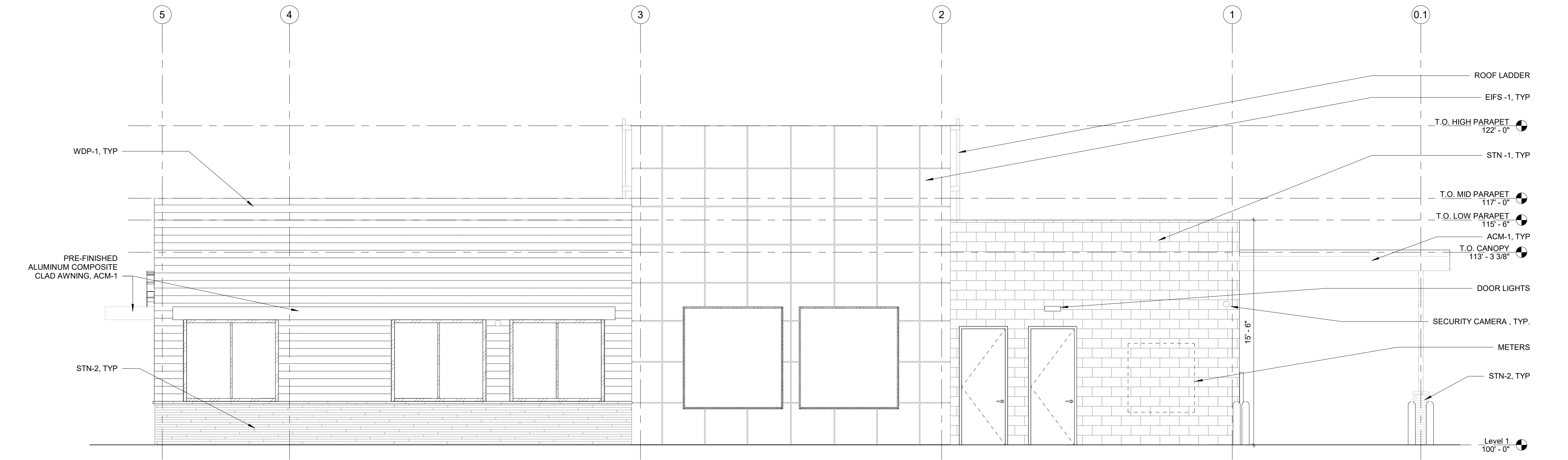


ELEVATION - DUMPSTER ENCLOSURE WEST
G4
A.102 / 1/4" = 1'-0"

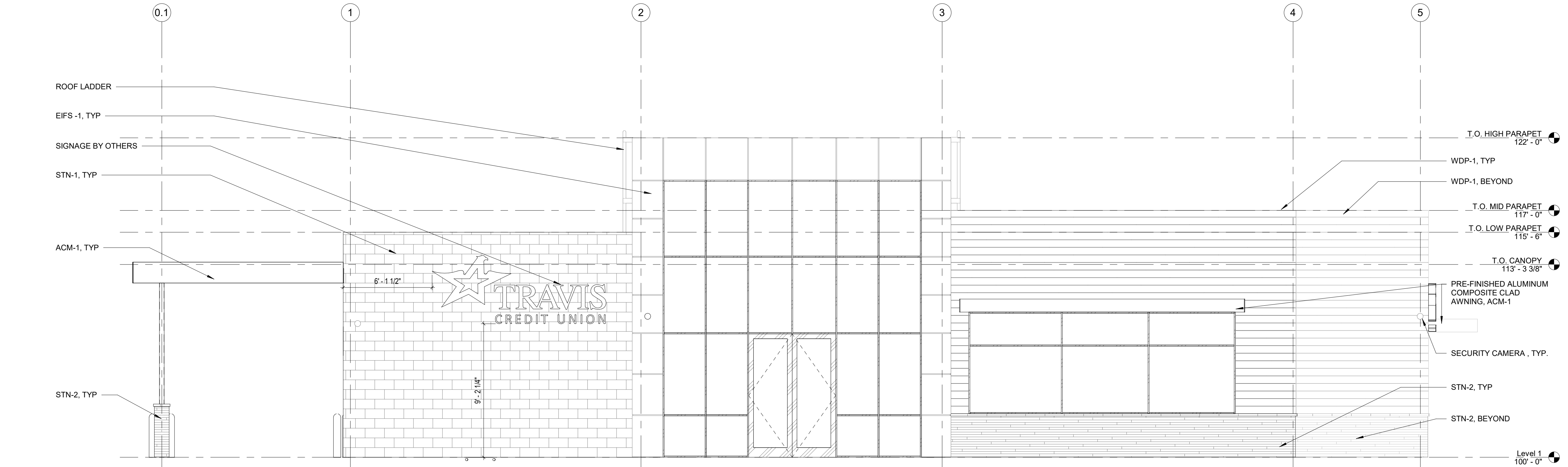


ELEVATION - DUMPSTER ENCLOSURE EAST
A4
A.102 / 1/4" = 1'-0"

A16
A.201
OVERALL SOUTH ELEVATION
1/4" = 1'-0"



ITEM	EXTERIOR FINISH	MANUFACTURER	COLOR
EIFS-1	EIFS BARRIER SYSTEM	DRYVIT	CUSTOM CHARCOAL
WDP-1	WOOD LOOK PANEL	LONGBOARD	LIGHT NATIONAL WALNUT
STN-1	MODULAR STONE	ARRISCRAFT	ARRIS- CLIP LIMESTONE
STN-2	STACKED STONE	ARRISCRAFT	STACK ICE
ACM-1	ALUMINUM COMPOSITE METAL PANEL	N/A	CUSTOM TCU BLUE

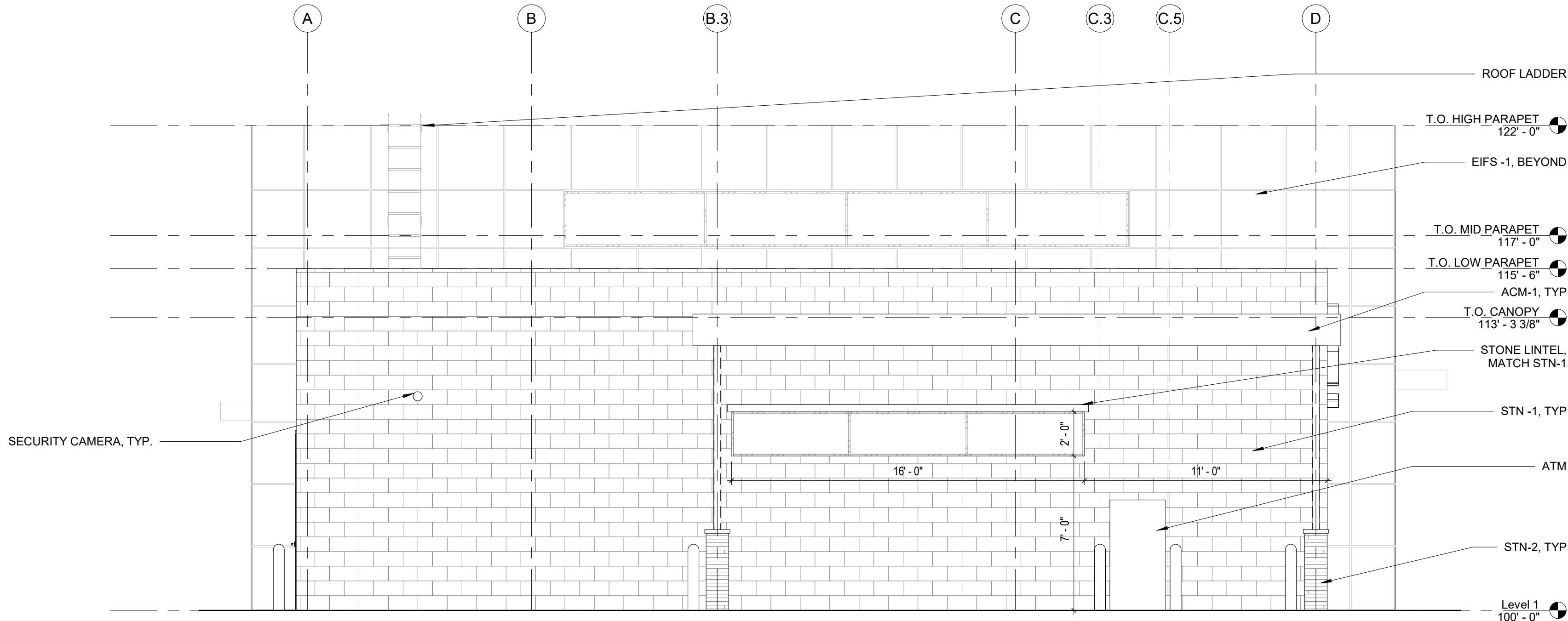


G16
A.201
OVERALL NORTH ELEVATION
1/4" = 1'-0"

N16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1 N

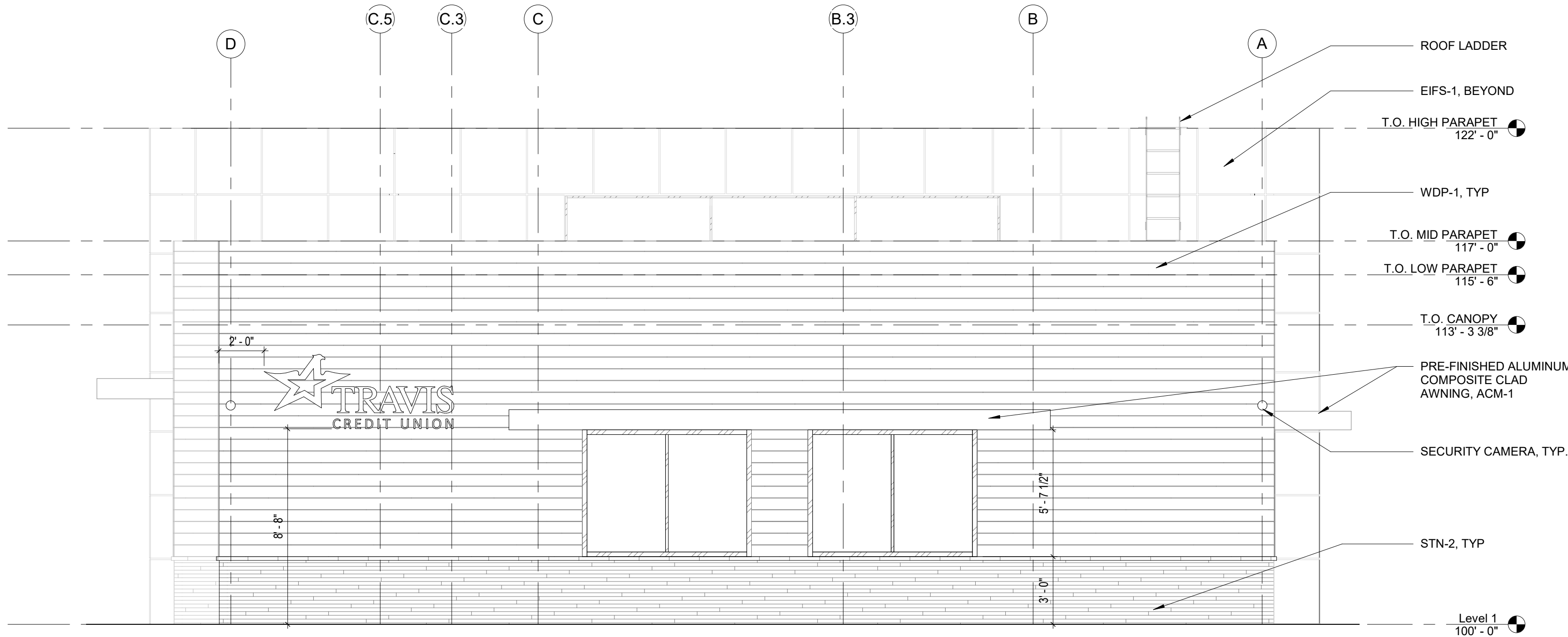
M L K J I H G F E D C B A

G10
A.202
OVERALL EAST ELEVATION
1/4" = 1'-0"



ITEM	EXTERIOR FINISH	MANUFACTURER	COLOR
EIFS-1	EIFS BARRIER SYSTEM	DRYVIT	CUSTOM CHARCOAL
WDP-1	WOOD LOOK PANEL	LONGBOARD	LIGHT NATIONAL WALNUT
STN-1	MODULAR STONE	ARRISCRAFT	ARRIS- CLIP LIMESTONE
STN-2	STACKED STONE	ARRISCRAFT	STACK ICE
ACM-1	ALUMINUM COMPOSITE METAL PANEL	N/A	CUSTOM TCU BLUE

G1
A.202
OVERALL WEST ELEVATION
1/4" = 1'-0"



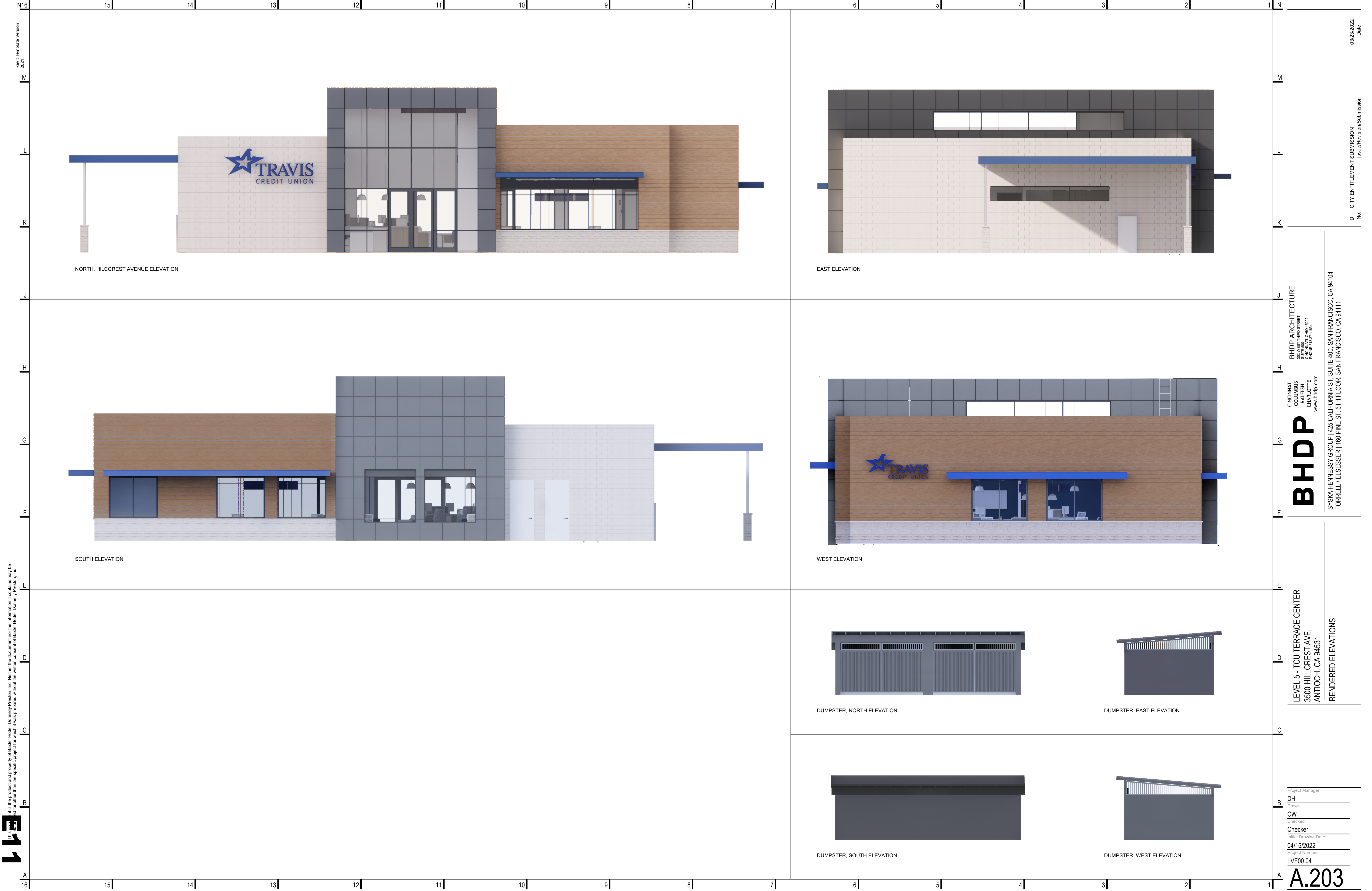
Project Manager
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Checker
Initial Drawing Date
04/15/2022
Project Number
LVF00.04

LEVEL 5 - TCU TERRACE CENTER
3500 HILLCREST AVE,
ANTIOCH, CA 94531
EXTERIOR ELEVATIONS

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BHDP ARCHITECTURE
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PHONE 513.271.1834

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FORRELL / ELSSESSER | 160 PINE ST, 6TH FLOOR, SAN FRANCISCO, CA 94111



N16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1 N

M L K J H G F E D C B A

16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1 A

03/23/2022
Date

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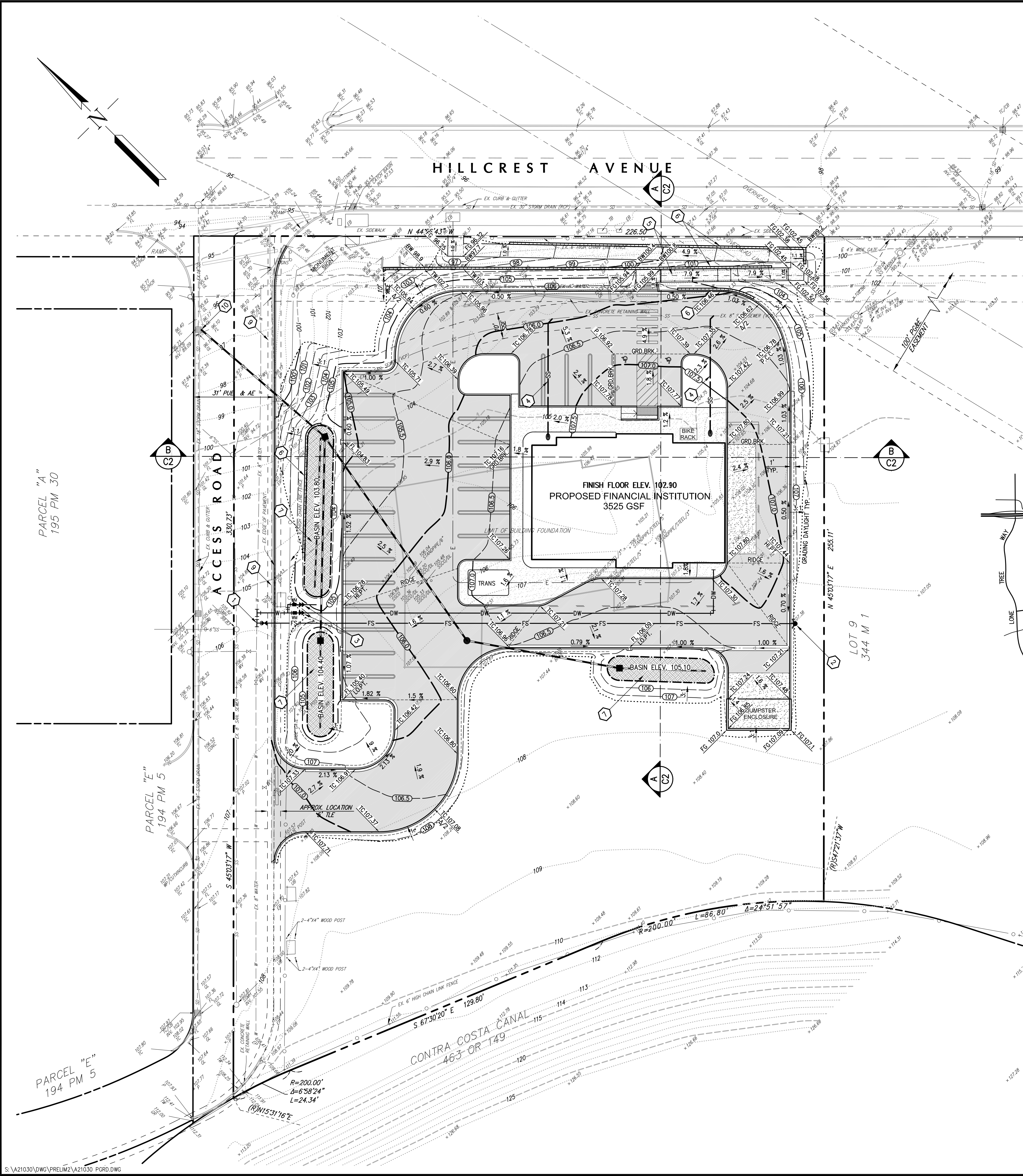
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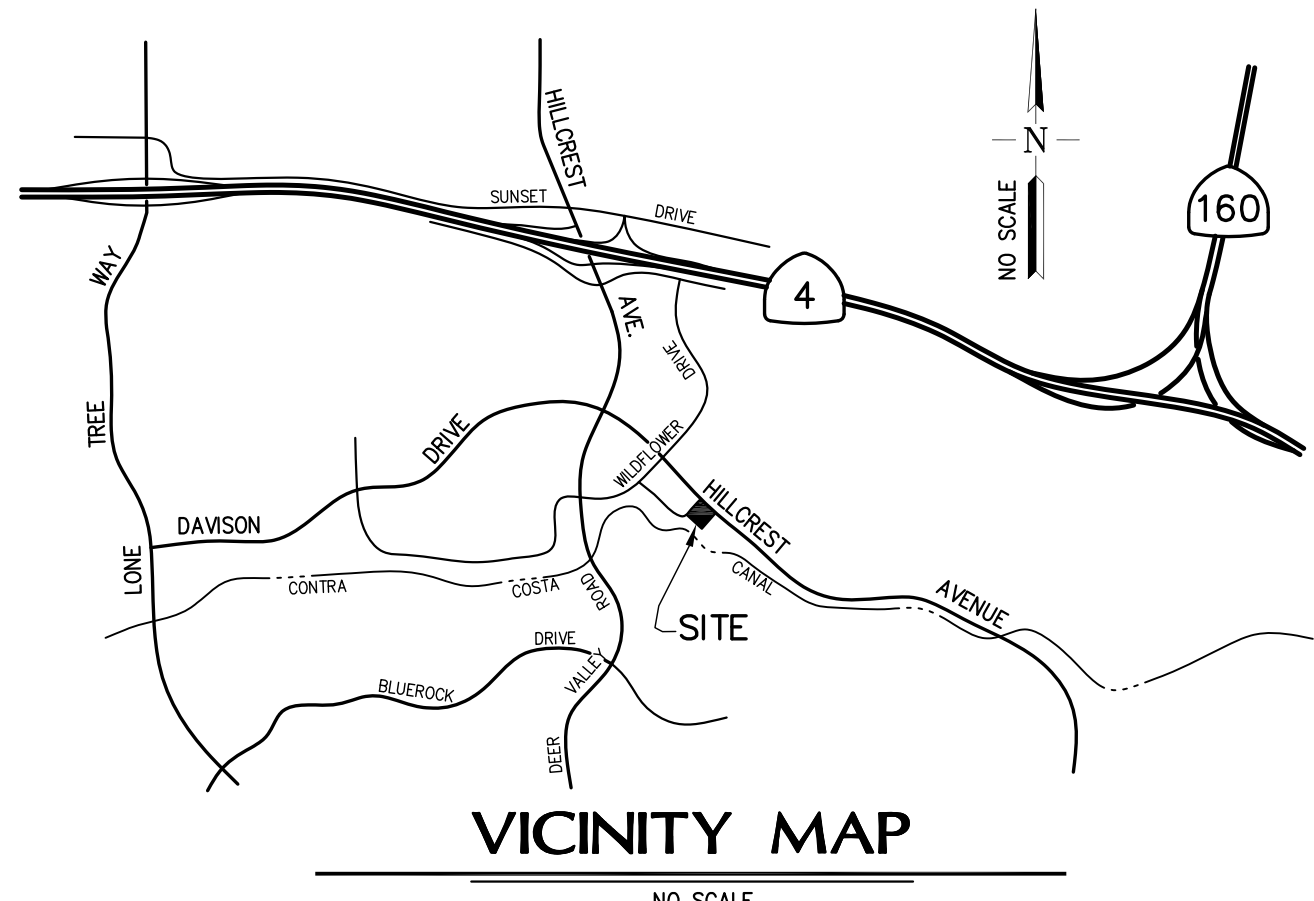
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ANTIOCH, CA 94531
RENDERED ELEVATIONS

Project Manager
DH
Drawn
CW
Checked
Initial Drawing Date
04/15/2022
Project Number
LVF00.04

A.203



- CONSTRUCTION NOTES:**
- 1 NEW TAP WATER CONNECTION TO MAIN AS SHOWN.
 - 2 PROPOSED FIRE HYDRANT INSTALLATION.
 - 3 INSTALL NEW 2" DOMESTIC AND ¾" LANDSCAPE IRRIGATION SERVICES WITH METERS AND REDUCED PRESSURE BACKFLOW PREVENTERS.
 - 4 PROPOSED SANITARY SEWER LATERAL SERVICE FROM EXISTING MAIN.
 - 5 PROPOSED A.D.A. COMPLIANT PEDESTRIAN ACCESS WALK.
 - 6 PROPOSED RETAINING WALL.
 - 7 PROPOSED BIO-RETENTION BASIN WITH SUBDRAIN AND DRAINAGE OPENINGS IN THE PROPOSED CURB.
 - 8 PROVIDE DRAINAGE OPENING TO BIO-RETENTION BASIN.
 - 9 PROPOSED PAVEMENT SAWCUT LINE. LIMIT OF DEMOLITION.
 - 10 PROPOSED WATER TIGHT CONNECTION TO EXISTING CATCH BASIN.



LEGEND:

	PROPOSED	EXISTING
BOUNDARY LINE	---	---
PARCEL LINE	---	---
EASEMENT LINE	---	---
WATER LINE	W	W
FIRE SERVICE	FS	FS
DOMESTIC WATER SERVICE	DW	DW
SANITARY SEWER LINE	SS	SS
STORM DRAIN PIPE	SD	SD
DRAINAGE INLET	■	■
CLEANOUT	●	●
MANHOLE	○	○
WATER VALVE	⊕	⊕
FIRE HYDRANT	⊕	⊕
BACKFLOW PREVENTION DEVICE	▲	▲
TRAFFIC SIGN	□	□
UTILITY BOX AS NOTED	□	□
VERTICAL CURB	---	---
CURB AND GUTTER	---	---
RETAINING WALL	---	---
CONTOUR	---	---
GRADE BREAK	---	---
FLOW LINE SWALE	---	---
GRADING DAYLITE	---	---
SPOT ELEVATION	FL 107.50	FL 107.50
FLOW LINE ELEVATION	P 107.50	P 107.50
PAVEMENT GRADE ELEVATION	TC 107.50	TC 107.50
TOP OF CURB ELEVATION	FG 107.50	FG 107.50
FINISH GRADE ELEVATION	---	---
CONCRETE SURFACE	---	---
NEW ASPHALT PAVING	---	---
DRAINAGE TREATMENT AREA	---	---

ABBREVIATIONS:

AE	ACCESS EASEMENT	PIV	POST INDICATOR VALVE
CB	CATCH BASIN	PM	PARCEL MAP
DW	DOMESTIC WATER SERVICE	PUE	PUBLIC UTILITY EASEMENT
E	EAST	(R)	RADIAL BEARING
EB	ELECTRIC BOX	S	SOUTH OR SIGN
EP	EDGE OF PAVEMENT	SD	STORM DRAIN
EX	EXISTING	SDMH	STORM DRAIN MANHOLE
FDC	FIRE DEPARTMENT CONNECT	SS	SANITARY SEWER
FF	FINISH FLOOR	SSCO	SANITARY SEWER CLEANOUT
FG	FINISH GRADE	SSE	SANITARY SEWER EASEMENT
FL	FLOW LINE	SSMH	SANITARY SEWER MANHOLE
FS	FIRE SERVICE	TB	TRAFFIC SIGNAL BOX
GL	GUTTER LIP	TC	TOP OF CURB
GP	GATE POST	UB	UTILITY BOX
GRD.BRK.	GRADE BREAK	W	WATER OR WEST
HLPT.	HIGH POINT	WHT	WHITE
N	NORTH	WLE	WATER LINE EASEMENT
OR	OFFICIAL RECORD	WM	WATER METER
P	PAVEMENT	WP	SURVEY WORK POINT
PG&E	PACIFIC GAS AND ELECTRIC COMPANY	WV	WATER VALVE



ROBERT A. KARN & ASSOCIATES, INC.
707 BECK AVENUE
FAIRFIELD, CALIFORNIA 94533
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e-mail: rak@rakengineers.com

CIVIL ENGINEERS
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PRELIMINARY GRADING AND UTILITY PLAN
PROPOSED FINANCIAL INSTITUTION
3500 HILLCREST AVENUE
ANTIOCH, CALIFORNIA

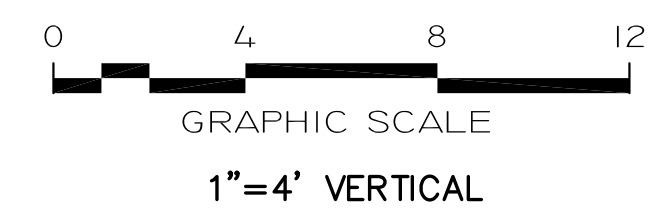
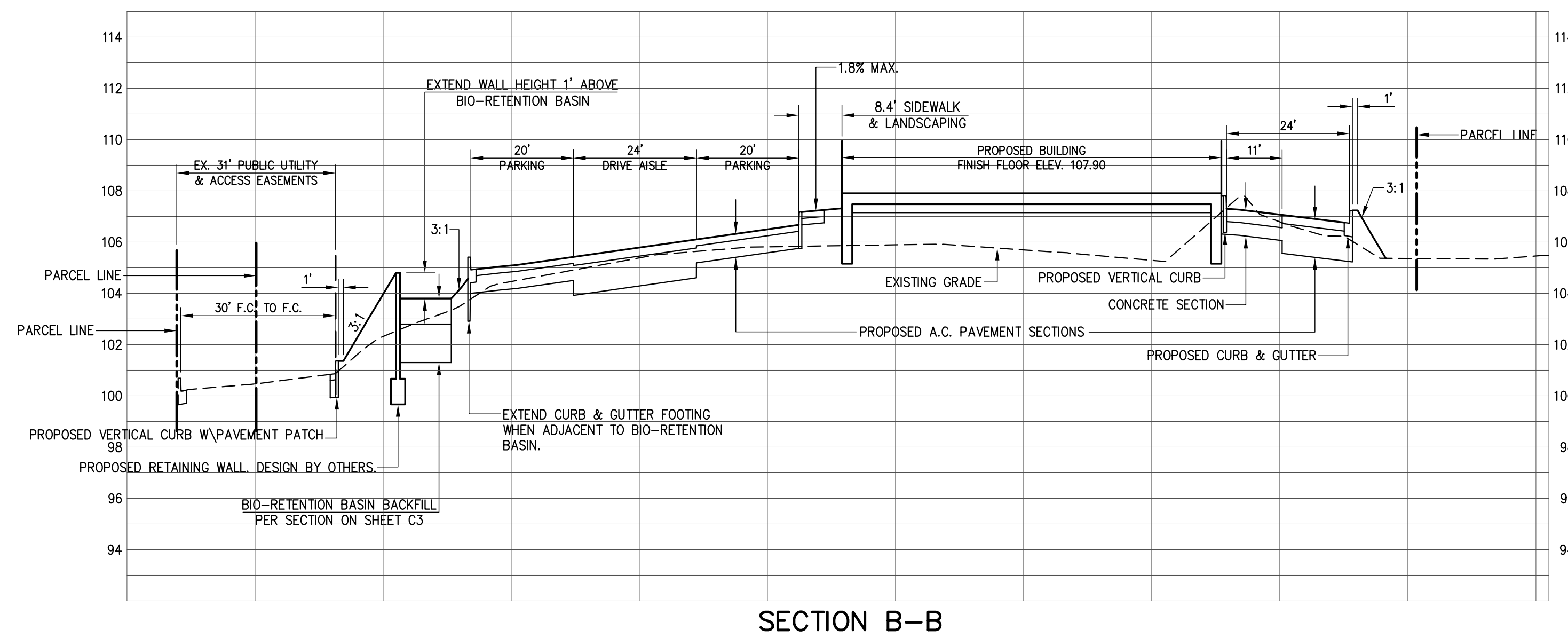
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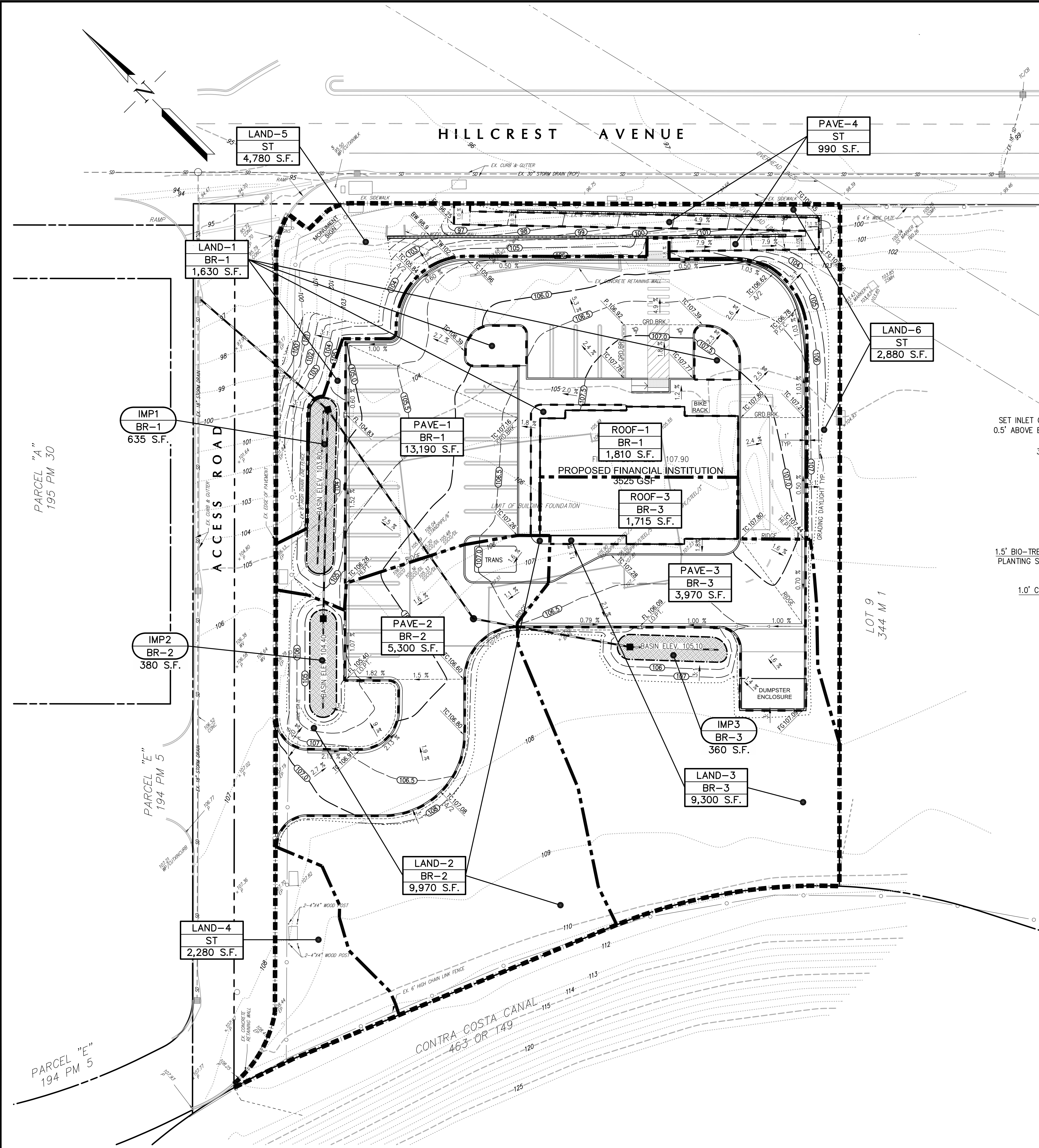
SCALE	DATE	DRAWN	CHECKED	PROJ. MGR.	P.A.K.
1"=20'	4-22-22				

DATE	WK	SHEET REVISIONS	BY	CHK

DATE	WK	SHEET NO.
		C1

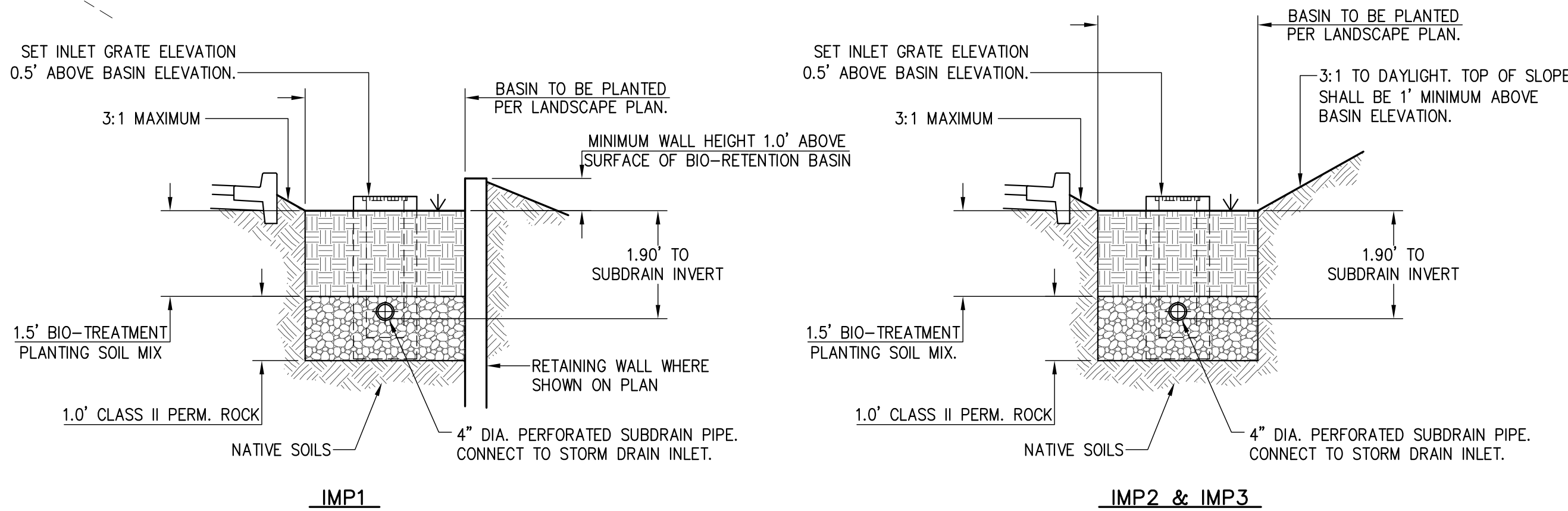
OF 3 SHEETS
JOB NO. A21030





LEGEND:

LIMIT OF IMPROVEMENTS	PROPOSED	BOUNDARY LINE	PROPOSED	EXISTING
DRAINAGE AREA BOUNDARY		PARCEL LINE		
DRAINAGE MANAGEMENT AREA BOUNDARY		STORM DRAIN PIPE		
BIO-RETENTION TREATMENT AREA		DRAINAGE INLET		
		VERTICAL CURB		
		CURB AND GUTTER		
		VALLEY GUTTER		
		CONTOUR		
		GRADE BREAK		
		SPOT ELEVATION		
		FLOW LINE ELEVATION		
		FINISH GRADE ELEVATION		
		TOP OF CURB ELEVATION		
DRAINAGE MANAGEMENT AREA (DMA) ID	PAVE 1			
TREATMENT DEVICE ID	BR-1			
BIO-RETENTION (BR) UNTREATED (UT)	sq.ft.			
INTEGRATED MANAGEMENT PRACTICE (IMP)	IMP			
BIO-RETENTION (BR)	BR-1			
	sq.ft.			



BIO-RETENTION BASIN SECTIONS

NO SCALE
TREATMENT SECTION (DWG)

Project Name: Travis Credit Union
Location: 3500 Hillcrest Avenue (APN: 052-370-010)
Project Type: Treatment Only
Mean Annual Precipitation: 24 inches
Soil Group: Type D
C.3. Compliance Required?: YES

DMA Name	Area (SF)
PAVE-4	990
LAND-4	2,280
LAND-5	4,780
LAND-6	2,880

DMA Name	DMA Area (SF)	Post-Project Surface Type	DMA Runoff Factor	DMA Area X Runoff Factor	IMP Sizing Factor	Rain Adjust. Factor	Min. Area	Proposed Area
ROOF-1	1,810	Roof	1.00	1,810	0.04	1.000	607	635
PAVE-1	13,190	Concrete/Asphalt	1.00	13,190				
LAND-1	1,630	Landscaping	0.10	163				
Total				15,163				

DMA Name	DMA Area (SF)	Post-Project Surface Type	DMA Runoff Factor	DMA Area X Runoff Factor	IMP Sizing Factor	Rain Adjust. Factor	Minim um Area	Proposed Area
PAVE-2	5,300	Concrete/Asphalt	1.00	5,300	0.04	1.000	252	380
LAND-2	9,970	Landscaping	0.10	997				
Total				6,297				

DMA Name	DMA Area (SF)	Post-Project Surface Type	DMA Runoff Factor	DMA Area X Runoff Factor	IMP Sizing Factor	Rain Adjust. Factor	Minim um Area	Proposed Area
ROOF-3	1,715	Roof	1.00	1,715	0.04	1.000	265	360
PAVE-3	3,970	Concrete/Asphalt	1.00	3,970				
LAND-3	9,300	Landscaping	0.10	930				
Total				6,615				

PRELIMINARY STORMWATER PLAN
PROPOSED FINANCIAL INSTITUTION
3500 HILLCREST AVENUE
ANTIOCH, CALIFORNIA

FOR: LEVEL 5

SCALE	DATE	DRAWN	CHECKED	PROJ. MGR.	R.A.K.
1"=20'	4-22-22				

BY	CK

SHEET REVISIONS

DATE	REVISION

DATE	REVISION

DATE	REVISION

SHEET NO.
C3

OF 3 SHEETS

JOB NO.
A21030

ROBERT A. KARN
& ASSOCIATES, INC.
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Phone: (707) 435-9999
e-mail: rak@rakengineers.com

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MAXIMUM APPLIED WATER ALLOWANCE					
MAWA = (ETo) (0.7) (LA) (0.62)					
200,033	GAL/YEAR	=	ETo 45.2	LA 15862	0.62

NOTE THAT ALL PLANTERS ARE TO BE IRRIGATED BY AN AUTOMATIC, LOW VOLUME, INLINE DRIP SYSTEM BURIED BELOW GRADE.

ALL PLANTERS WILL BE MULCHED TO 3" DEPTH WITH AN APPROVED BARK PRODUCT.

THE LANDSCAPE AND IRRIGATION PLANS WILL COMPLY WITH THE 2015 WATER EFFICIENT LANDSCAPE ORDINANCE (WELO).

ESTIMATED TOTAL WATER USE						
EWU = (ETo) (PF) (HA) (0.62) / IE						
HYDROZONE	ETo	PF	HA	Q.62	IE	EWU (IN GALS PER YEAR)
1) SOUTH SHRUBS	45.2	0.3	2,559	0.62	0.8	26,893
2) EAST SHRUBS/ PERENNIALS	45.2	0.3	2,932	0.62	0.8	30,812
3) STREET CORNER PLANTER	45.2	0.3	3,698	0.62	0.8	38,862
4) WEST ACCESS RD. PLANTER	45.2	0.3	4,308	0.62	0.8	45,273
5) BIOSWALES	45.2	0.5	1,381	0.62	0.6	32,251
6) BUILDING PLANTERS	45.2	0.4	984	0.62	0.8	13,788
			TOTAL AREA:	15,862 SQFT	ETWU:	187,879
						MAWA: 200,033

TREE LEGEND

DESCRIPTION	AVERAGE MATURE HEIGHT	SIZE	QUANTITY
LAGERSTROEMIA INDICA 'NATCHEZ' WHITE CRAPE MYRTLE	15'0"	15 GAL.	4
QUERCUS ILEX HOLLY OAK	30'0"	15 GAL.	3
ULMUS PARVIFOLIA 'DRAKE' CHINESE EVERGREEN ELM	30'0"	15 GAL.	3

SUGGESTED SHRUBS, GROUND COVERS AND PERENNIALS

SIZE	DESCRIPTION	WELO
5 GAL.	HETEROMELES ARBUTIFOLIA TOYON	L
5 GAL.	ARCTOSTAPHYLOS 'HOWARD MCMINN' MANZANITA	L
1 GAL.	SALVIA 'BEE'S BLISS' CREEPING SAGE	L
1 GAL.	BACCHARIS PILULARIS 'TWIN PEAKS' COYOTE BRUSH	L
1 GAL.	MYOPORUM PARVIFOLIUM 'PINK MYOPORUM	L
1 GAL.	MISCANTHUS SINENSIS 'ADAGIO' DWARF MAIDEN GRASS	L
1 GAL.	PENNISETUMALOPECURIODES DWARF FOUNTAIN GRASS	L
1 GAL.	BULBINE FRUTESCENS 'HALLMARK' ORANGE BULBINE	L
1 GAL.	TULBAGHIA VIOLACEA SOCIETY GARLIC	L
1 GAL.	FESTUCA RUBRA RED FESCUE (BIOSWALES)	L

AREA CALCULATIONS

SYMBOL	DESCRIPTION	AREA
	BIOSWALES	1,381 SQFT
	PLANTED/ GROUND COVERS	10,153 SQFT
	HYDROSEEDDED/ NON-IRRIGATED	17,380 SQFT
	OTHER PLANTED AND MULCHED AREAS	8,356 SQFT
		37,271 SQFT



SITE PLAN

SCALE: 1" = 20' - 0"

JAMES
FERGUSON
CLABAUGH

LANDSCAPE
ARCHITECT

4556 SHAWN LANE
VACAVILLE, CA 95688
PHONE/FAX: 707-449-3916

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CREDIT
UNION

3500 HILLCREST AVE.
ANTIOCH, CA

Scale	1" = 20'-0"	REVISIONS	
Date	3/22/22	No.	Date
Job No.			
Designed by	J.C.		
Drawn by	J.C.		

PRELIMINARY
LANDSCAPE
PLAN

STORMWATER CONTROL PLAN
for
Proposed Financial Institution
3500 Hillcrest Avenue
Antioch, California

March 15, 2022

prepared for:

Level 5
2326 Washington Blvd, 4th Floor
Ogden, UT 84410

prepared by:

Robert A. Karn & Associates, Inc.
707 Beck Avenue
Fairfield, CA 94533
Job No. A21030

E16

TABLE OF CONTENTS

I. Project Data	1
II. Setting	1
II.A. Project Location and Description.....	1
II.B. Existing Site Features and Conditions	2
II.C. Opportunities and Constraints for Stormwater Control	3
III. Low Impact Development Design Strategies	3
III.A. Optimization of Site Layout.....	3
III.A.1. Limitation of development envelope	3
III.A.2. Preservation of natural drainage features	3
III.A.3. Setbacks from creeks, wetlands, and riparian habitats	3
III.A.4. Minimization of imperviousness	3
III.A.5. Use of drainage as a design element	3
III.B. Use of Permeable Pavements	3
III.C. Dispersal of Runoff to Pervious Areas	3
III.D. Bioretention or other Integrated Management Practices.....	3
IV. Documentation of Drainage Design	7
IV.A. Descriptions of each Drainage Management Area	7
IV.A.1. Table of Drainage Management Areas	7
IV.A.2. Drainage Management Area Descriptions	8
IV.B. Integrated Management Practice Descriptions.....	5
IV.B.1. Areas Draining to Non-LID Treatment	5
IV.B.2. Self-Treating Areas	5
IV.B.2. Untreated Areas	9
IV.C. Tabulation and Sizing Calculations.....	6
IV.D. Summary of Treated Area	11
V. Source Control Measures	7
V.A. Site activities and potential sources of pollutants.....	7
V.B. Source Control Table	7
V.C. Features, Materials, and Methods of Construction of Source Control BMPs.....	8
VI. Stormwater Facility Maintenance.....	8
VI.A. Ownership and Responsibility for Maintenance in Perpetuity	8
VI.B. Summary of Maintenance Requirements for Each Stormwater Facility	8
VII. Construction Plan C.3 Checklist	8
VIII. Certifications	9

Tables

Table 1. Project Data 1

Table 2. Drainage Management Areas7

Table 3. Self-Treating Areas9

Table 4. Untreated Areas.....9

Table 5. Sources and Source Control Measures 11

Table 6. Construction Plan C.3 Checklist..... 15

Figures

Vicinity Map 3

Attachments

- Stormwater Control Plan Exhibit
- IMP Sizing Calculator Output

This Stormwater Control Plan was prepared using the template dated February 2018.

I. PROJECT DATA

Table 1. Project Data

Project Name/Number	Proposed Financial Institution
Application Submittal Date	
Project Location	3500 Hillcrest Avenue, Antioch, CA
Name of Developer	Level 5
Project Phase No.	NA
Project Type and Description	3,252 S.F. Commercial Development- Bank
Project Watershed	San Joaquin River
Total Project Site Area (acres)	1.60 acres
Total Area of Land Disturbed (acres)	1.33 acres
Total New Impervious Surface Area	0.62 acres
Total Replaced Impervious Surface Area	0.0 acres
Total Pre-Project Impervious Surface Area	0.0 acres
Total Post-Project Impervious Surface Area	0.62 acres
50% Rule[*]	Does Not Apply
Project Density	
Applicable Special Project Categories	None
Percent LID and non-LID treatment	100% LID
HM Compliance [†]	Exempt (<1 acre of impervious area created or replaced)

[*50% rule applies if: Total Replaced Impervious Surface Area > 0.5 x Pre-Project Impervious Area]

[†HM required if: (Total New Impervious Surface Area + Total Replaced Impervious Area) ≥ 1 acre]

II. SETTING

II.A. Project Location and Description

The proposed project's address is 3500 Hillcrest Avenue, located on the south side of Hillcrest Avenue, east of Wildflower Drive in the City of Antioch, Contra Costa County. A private drive that serves the project site as well as the adjacent Hillside Professional Center abuts the property to the west, and the Contra Costa Canal abuts the property to the south. The project will consist of a 3,525 SF financial institution building, paved drive aisles and parking, landscaping, and bio-retention facilities.

II.B. Existing Site Features and Conditions

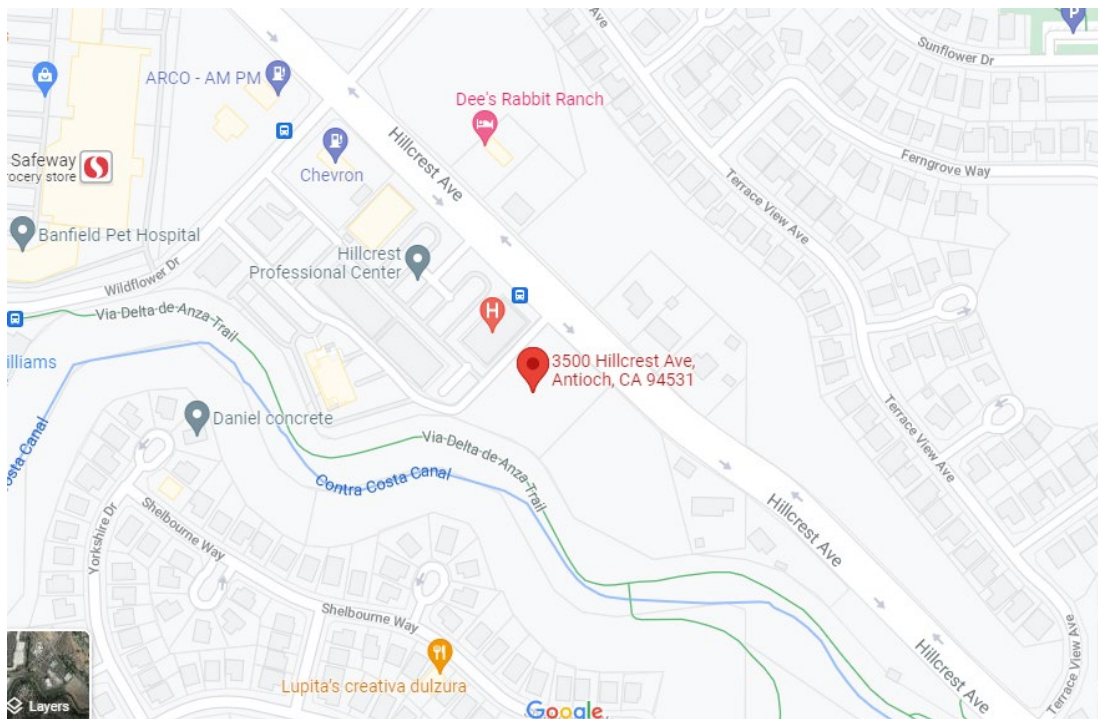
Hillcrest Avenue borders the project site on the northeast, and is a 4-lane arterial roadway with a raised landscaped median with left-turn pockets. The frontage is improved with curb, gutter and separated sidewalk. There are high transmission overhead power lines that traverse the property, located within an existing PG&E easement. The easement clips the northeast corner of the proposed development.

The Private Drive has no frontage improvements along the project boundary (there is curb and gutter as well as underground storm drainage on the opposite side of the street). There is a left-turn lane within the raised median to allow northwest-bound ingress to the Private Drive, however left-turn egress from the Private Drive is prohibited.

The property currently drains in a northerly direction, and any excess drainage that does not infiltrate or evaporate enters the underground storm drain system within the Private Drive and Hillcrest Avenue. The bio-retention facilities will be designed consistent with the design requirements of the City of Antioch as well as the Regional Water Quality Control Board.

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) shows that the site is located outside of a federally designated Special Flood Hazard Area (SFHA), per FIRM Panel Number 06013C0332F, dated 6/16/2009).

The Requirement to manage increases in runoff peak flows and durations (hydrograph modification management) is described in the Contra Costa County C.3 Guidebook (Guidebook). Stormwater treatment will be included in the overall design, consistent with the Guidebook. Hydromodification is not required since less than 1 acre of impervious surface is being created or replaced.



VICINITY MAP

II.C. Opportunities and Constraints for Stormwater Control

Constraints: None.

Opportunities: Stormwater will be treated via three (3) bio-retention areas located adjacent to buildings and parking areas throughout the project site. Once treated, the stormwater will outfall via an underground storm drain line into an existing storm drain inlet located within the Private Drive just south of Hillcrest Avenue.

The project is exempt from the requirement to manage increases in runoff peak flows and durations (hydrograph modification management) since the amount of impervious surface being created is less than 1 acre.

III. LOW IMPACT DEVELOPMENT DESIGN STRATEGIES

III.A. Optimization of Site Layout

III.A.1. Limitation of development envelope

Development is designed to impact the minimum area possible. Landscaped areas have been proposed to limit the project's impact.

III.A.2. Preservation of natural drainage features

There are no natural drainage features to preserve. Proposed drainage features will contain elements of vegetation for both function and aesthetics.

III.A.3. Setbacks from creeks, wetlands, and riparian habitats

There are no natural creeks, wetlands and riparian habitats are present on the project site.

III.A.4. Minimization of imperviousness

Impervious area will be minimized as much as possible with the use of landscaping.

III.A.5. Use of drainage as a design element

The impervious areas will drain to adequately sized onsite bio-retention areas that will be piped directly into the existing storm drain system within the Private Drive just south of Hillcrest Avenue.

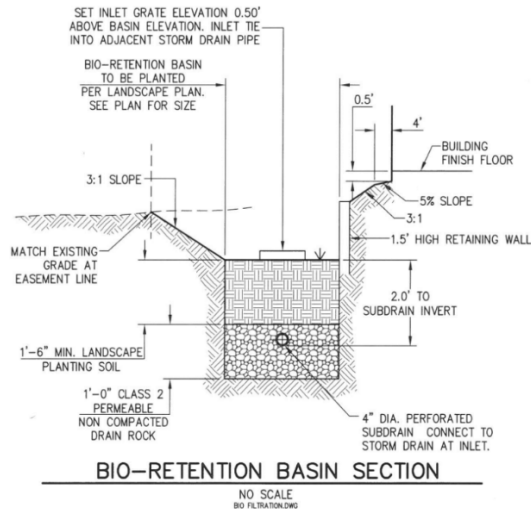
III.B. Use of Permeable Pavements- N/A

III.C. Dispersal of Runoff to Pervious Areas

The site will drain into multiple bio-retention areas as shown on the "Stormwater Control Plan", treating runoff before finally discharging into the existing stormwater system.

III.D. Bioretention or other Integrated Management Practices

The proposed bio-retention areas have been designed per the C.3 Guidebook. The C.3 Calculator was used to size the treatment area. The bio-retention area includes 0.5' of surface treatment, a sandy loam layer of 1.5' and a rock layer of 1.0'.



IV. DOCUMENTATION OF DRAINAGE DESIGN

IV.A. Descriptions of each Drainage Management Area

IV.A.1. Table of Drainage Management Areas

Table 2. Drainage Management Areas

DMA Name	Area (SF)	Surface Type/Description	DMA Type/Drains to
ROOF-1	1,810	Conventional Roof	BR-1
ROOF-3	1,715	Conventional Roof	BR-3
PAVE-1	13,190	Concrete/Asphalt	BR-1
PAVE-2	5,300	Concrete/Asphalt	BR-2
PAVE-3	3,970	Concrete/Asphalt	BR-3
PAVE-4	990	Pervious Concrete	Self-treating
LAND-1	1,310	Landscape	BR-1
LAND-2	9,650	Landscape	BR-2
LAND-3	9,300	Landscape	BR-3
LAND-4	2,280	Landscape	Self-Treating
LAND-5	5,420	Landscape	Self-Treating
LAND-6	2,880	Landscape	Self-Treating

IV.A.2. Drainage Management Area Descriptions

ROOF-1, totaling 1,810 square feet, drains the north portion of the roof into to BR-1.

ROOF-3, totaling 1,715 square feet, drains the south portion of the roof into BR-3.

PAVE-1, totaling 13,190 square feet, drains a portion of the parking and drive aisle into BR-1.

PAVE-2, totaling 5,300 square feet, drains a portion of the parking and drive aisle into BR-2.

PAVE-3, totaling 3,970 square feet, drains a portion of the parking and drive aisle into BR-3.

PAVE-4, totaling 990 square feet, drains a pervious sidewalk/pedestrian ramp, is self-treating.

LAND-1, totaling 1,310 square feet, drains a landscape area into BR-1.

LAND-2, totaling 9,650 square feet, drains a landscape area into BR-2.

LAND-3, totaling 9,300 square feet, drains a landscape area into BR-3.

LAND-4, totaling 2,280 square feet, drains a landscape area and is self-treating.

LAND-5, totaling 5,420 square feet, drains a landscape area and is self-treating.

LAND-6, totaling 2,880 square feet, drains a landscape area and is self-treating.

IV.B. Integrated Management Practice Descriptions

Runoff from impervious areas on the site, including roofs and paved areas, will be routed to 3 bioretention facilities (see Stormwater Control Plan).

Each of the facilities will be designed and constructed to the criteria in the *Stormwater C.3 Guidebook*, 7th Edition, including the following features:

- Each layer built flat, level and to the elevations specified in the plans.
- 12 inches Class 2 permeable non-compacted drain rock.
- 18 inches sand/compost mix meeting the specifications approved by the RWQCB in 4/16.
- 4 in. dia. PVC SDR 35 perforated pipe underdrain, installed with the invert at the top of the Class 2 permeable layer with holes facing down.
- 6-inch-deep reservoir between top of soil elevation and overflow grate elevation.
- Concrete drop inlet with frame overflow structure, with grate set to specified elevation, connected to storm drain in street.
- Vertical cutoff walls to protect adjacent pavement.
- Plantings selected for suitability to climate and location, bioretention soil media (well-drained, low-fertility), and for water conservation.
- Irrigation system on a separate zone, with drip emitters and “smart” irrigation controllers.

IV.B.1. Areas Draining to Non-LID Treatment - None

IV.B.2. Self-Treating Areas

PAVE-4	990 S.F.
LAND-4	2,280 S.F.
LAND-5	5,420 S.F.
LAND-6	2,880 S.F.

IV.B.3. *Untreated Areas- None*

IV.C. Tabulation and Sizing Calculations

Project Name: **Proposed Financial Institution**

Location: **3500 Hillcrest Avenue (APN: 052-370-010)**

Project Type: **Treatment Only**

Mean Annual Precipitation: **24 inches**

C.3. Compliance Required?: **YES**

Self-Treating Areas:

DMA Name	Area (SF)
PAVE-4	990
LAND-4	2,280
LAND-5	5,420
LAND-6	2,880

IMP Name: **BR-1**

IMP Type: **Bioretention Facility**

DMA Name	DMA Area (SF)	Post-Project Surface Type	DMA Runoff Factor	DMA Area X Runoff Factor
ROOF-1	1,810	Roof	1.00	1,810
PAVE-1	13,190	Concrete/Asphalt	1.00	13,190
LAND-1	1,310	Landscaping	0.10	131
Total				15,131

IMP Sizing Factor	Rain Adjust. Factor	Min. Area	Proposed Area
0.04	1.000	605	635

IMP Name: **BR-2**

IMP Type: **Bioretention Facility**

DMA Name	DMA Area (SF)	Post-Project Surface Type	DMA Runoff Factor	DMA Area X Runoff Factor
PAVE-2	5,300	Concrete/Asphalt	1.00	5,300
LAND-2	9,650	Landscaping	0.10	965
Total				6,265

IMP Sizing Factor	Rain Adjust. Factor	Minimum Area	Proposed Area
0.04	1.000	251	380

IMP Name: **BR-3**

IMP Type: **Bioretention Facility**

DMA Name	DMA Area (SF)	Post-Project Surface Type	DMA Runoff Factor	DMA Area X Runoff Factor
ROOF-3	1,715	Roof	1.00	1,715
PAVE-3	3,970	Concrete/Asphalt	1.00	3,970
LAND-3	9,300	Landscaping	0.10	930
Total				6,615

IMP Sizing Factor	Rain Adjust. Factor	Minimum Area	Proposed Area
0.04	1.000	265	360

IV.D. Summary of Treated Area

The total on-site area is 57,815 square feet, with the majority (46,245 S.F.) being treated within bio-retention facilities, and the remainder (11,570 S.F.) being self-treating.

V. SOURCE CONTROL MEASURES

V.A. Site activities and potential sources of pollutants

The potential sources of pollutants for the proposed project include: cars, fertilizer, trash, and pesticides.

V.B. Source Control Table

Table 5. Source Controls

Potential Source of Runoff Pollutants	Permanent Source Control BMPs	Operational Source Control BMPs
On-site storm drain inlets	Mark inlets that could be easily accessed with a “No Dumping-Drains to Creek” or similar message.	Maintain and periodically repaint or replace inlet markings. Distribute stormwater pollution prevention information to Owner.
Landscape/outdoor pesticide use	<ul style="list-style-type: none">Any native trees, shrubs, and ground cover on the site will be preserved to the maximum extent possible.Landscaping will be designed to minimize required irrigation and runoff, to promote surface infiltration, and to minimize the use of fertilizers and pesticides that can contribute to storm water pollution.Plantings for bioretention areas will be selected to be appropriate to anticipated soil and moisture conditions.Where possible, pest resistant plants will be selected, especially for locations adjacent to hardscape.Plants will be selected appropriate to site soils, slopes, climates, sun, wind rain, land use, air movement, ecological consistency, and plant interactions.	Owner will receive integrated pest management information. All site landscaping is to be maintained with minimal or no use of pesticides.
Vehicle washing	<ul style="list-style-type: none">Driveways and parking areas drain to bioretention areas.	Distribute stormwater pollution prevention information to Owner.

Potential Source of Runoff Pollutants	Permanent Source Control BMPs	Operational Source Control BMPs
Trash Refuse Area	<ul style="list-style-type: none"> Provide adequate number of receptacles. Inspect receptacles regularly; repair or replace leaky receptacles. Prohibit/prevent dumping of liquid or hazardous wastes. Post “no hazardous materials” signs. Inspect and pick up litter daily and clean up spills immediately. Keep spill control materials available on-site. See fact Sheet SC-34, “Waste Handling and Disposal” in the CASQA Stormwater Quality Handbooks. Trash enclosure will be covered. 	<p>Distribute stormwater pollution prevention information to Owner.</p> <p>Post “Do Not Dump Hazardous Materials Here” signs near receptacles.</p>

V.C. Features, Materials, and Methods of Construction of Source Control BMPs

Construction of the bio-retention basin includes: excavation per the elevations provided on the grading plan, placement of a Class II Permeable Gravel layer 1’ in depth, placement of the perforated pipe, placement of the bio-retention soil mix 1.5’ in depth and construction of a drop inlet. All material submittals will be reviewed and approved by the Civil Engineer to confirm compliance with the approved plans.

VI. STORMWATER FACILITY MAINTENANCE

VI.A. Ownership and Responsibility for Maintenance in Perpetuity

All storm water treatment facilities in this plan will be owned and maintained in perpetuity by the private owner of the subject property. The owner accepts responsibility for operation and maintenance of the facilities until such time as this responsibility is formally transferred to a subsequent owner.

The owner will execute, prior to completion of project construction, a Stormwater Facilities Operation and Management Agreement. Such an agreement will “run with the land” and be enforceable on subsequent property owners. The applicant will provide the City access to stormwater treatment devices for inspection.

VI.B. Summary of Maintenance Requirements for Each Stormwater Facility

The bio-retention facilities will be weeded by hand approximately monthly. At this time, plants will be inspected for health and the irrigation system will be turned on manually and checked for any leaks or broken lines, misdirected spray patterns etc. Any dead plants will be replaced. Inspect bank between curb cuts and treatment facility. Look for gullies, washouts, evidence of uncontrolled surface water flow or any other evidence of distress to the slope. Inspect all subdrains where it enters the catch basin to see whether the subdrain pipe is dry or clogged with vegetation. Storm drain system to be inspected from the upstream end to the outfall, including catch basins. Observe the flow of water. Any evidence of ponding in the catch basins indicates a blockage.

VII. CONSTRUCTION PLAN C.3 CHECKLIST

Table 6. Construction Plan C.3 Checklist

<i>Stormwater Control Plan Page #</i>	<i>BMP Description</i>	<i>See Plan Sheet #s</i>
4	Description of all Bioretention Areas	C3
5	Bioretention Area Detail	C3
6	Bioretention Area Sizing Criteria	C3

VIII. CERTIFICATIONS

The selection, sizing, and preliminary design of stormwater treatment and other control measures in this plan meet the requirements of Regional Water Quality Control Board Order R2-2015-0049.



By

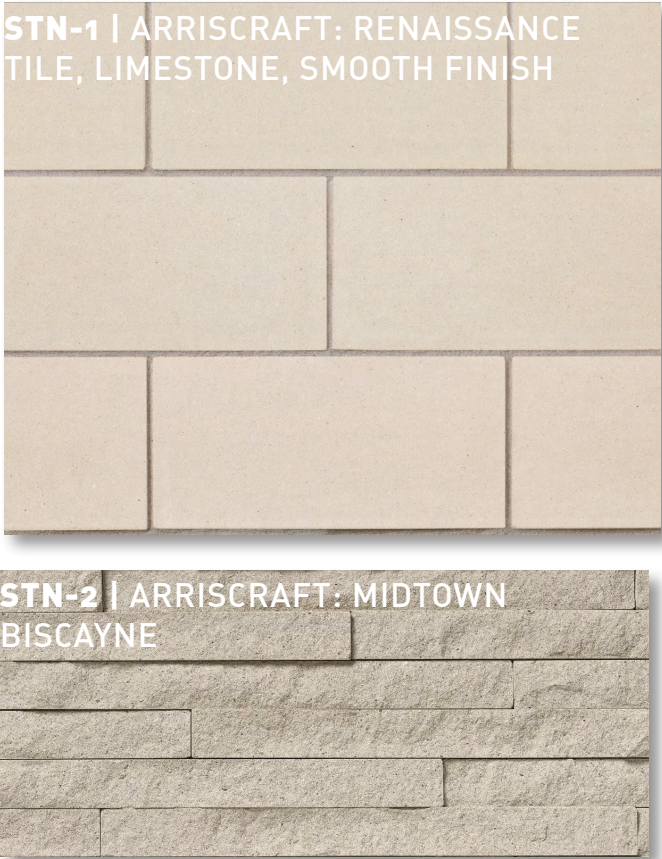
Tony Perfetto

Print Name

EIFS



STONE



WOOD LOOK PANEL



ALUMINUM COMPOSITE METAL PANEL



E28

Contra Costa County**Fire Protection District**

August 19, 2022

Mr. Kevin Scudero
 City of Antioch Planning Division
 200 H Street
 Antioch, CA 94509

Subject: Travis Credit Union
 3500 Hillcrest Ave
 Planning #: PD-22-03
CCCFPD Project No.: P-2022-018564

Dear Mr. Scudero,

We have reviewed the development plan application to establish an approximately 3,500 square foot Travis Credit Union building and associated site improvements at the subject location. The following is required for Fire District approval in accordance with the 2019 California Fire Code (CFC), the 2019 California Building Code (CBC), and Local and County Ordinances and adopted standards:

1. The Contra Costa County Fire Protection District has development impact fees established in the unincorporated County and in the Cities of Antioch and Pittsburg. Projects within the development impact areas will need to pay the fees prior to Building Permit issuance.
2. Access as shown on plans appears does to comply with Fire District requirements.

Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. Access roadways shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (503) CFC

Aerial Fire Apparatus Access is required where the vertical distance between grade plane and the highest roof surface exceeds 30 feet as measured in accordance with Appendix D, Section 105 of the 2019 CFC. Aerial access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. At least one of the required routes shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and building.

3. Access roadways of **less than 28-feet** unobstructed width shall have signs posted or curbs painted red with the words: **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

Access roadways of **28 feet or greater, but less than 36-feet** unobstructed width shall have **NO PARKING – FIRE LANE** signs posted, allowing for parking on one side only or curbs painted red with the words **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

4. The developer shall provide an adequate and reliable water supply for fire protection as set forth in the California Fire Code. (507.1) CFC
5. A land development permit is required for access and water supply review and approval prior to submitting building construction plans.

The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating:

All existing or proposed hydrant locations,
Fire apparatus access to include slope and road surface
Aerial fire apparatus access,
Elevations of building,
Size of building and type of construction,
Gates, fences, retaining walls, bio-retention basins, any obstructions to access.
Detail showing the lowest level of fire department vehicle access and the floor level of the highest occupied floor,
Striping and signage plan to include "NO PARKING-FIRE LANE" markings
Provide drawings for paths from the public way to under emergency escape and rescue openings showing a proposed clear path and clear space under these openings that allow for the placement of ground ladders at a climbing angle of 70 to 75 degrees and a minimum of 18" clearance from the base of the ladder to any obstruction (see attached ground ladder access standard) for review and approval prior to obtaining a building permit.

This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

6. ***Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site.*** (501.4) CFC

Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

7. The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC
8. Flammable or combustible liquid storage tanks shall **not** be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC
9. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC
10. The owner or the owner's authorized agent shall be responsible for the development, implementation and maintenance of a written plan in compliance with NFPA 241, establishing a fire prevention program at the project site applicable throughout all phases of the construction. The plan shall be made available for review by the fire code official upon request. (Ch.33) CFC

The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. The fire chief and fire code official shall be notified of changes affecting the utilization of information contained in such prefire plans. (Ch.33) CFC

11. The developer shall submit a minimum of two (2) complete sets of building construction plans and specifications for the subject project to the Fire District. After the new construction / tenant improvement plans are approved, plans and specifications for all deferred submittals shall be submitted, including, but not limited to the following.

- Fire sprinklers if required
- Fire alarm
- Photovoltaic if proposed

Plans shall be submitted to the Fire District for review and approval **prior to** construction of the building or installation of the systems to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC

CONTACT THE FIRE DISTRICT (MINIMUM 2 WORKING DAYS IN ADVANCE) AT 925-941-3300 EXT 3902 TO SCHEDULE AN INSPECTION OF THE ACCESS AND HYDRANT INSTALLATION PRIOR TO CONSTRUCTION OR THE STORAGE OF COMBUSTIBLE MATERIALS ON THE JOB SITE.

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,




Michael Cameron
Fire Inspector

File: 3500 HILLCREST AVE-PLN-P-2022-018564

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: **PARKS AND RECREATION COMMISSION APPOINTMENTS
FOR ONE (1) VACANCY EXPIRING MARCH 2024 AND ONE (1)
VACANCY EXPIRING APRIL 2026**

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Mayor's nomination of the following appointments for membership on the Parks and Recreation Commission:

- Jacob Pedrotte for a vacancy expiring March 2024
- Lesley Eubanks for a vacancy expiring April 2026

FISCAL IMPACT

Administering the Parks and Recreation Commission is a budgeted function of the Parks and Recreation Department. There is no additional fiscal impact. Commissioners serve in a voluntary role.

DISCUSSION

In March 2020, the terms for three members of the Parks and Recreation Commission expired and the City Clerk posted the position openings as outlined in City policies and procedures. One opening was filled in July 2020 and a second opening was filled in August 2021. Since then, two additional applications were received. One applicant, Jacob Pedrotte, is being nominated for appointment to the Parks and Recreation Commission. The term for this appointment expires March 2024.

In April 2022, the terms for four members of the Parks and Recreation Commission expired and the City Clerk posted the position openings as outlined in City policies and procedures. The Clerk has since received five applications for these openings. One opening was filled at the Regular Meeting of October 11, 2022. A second applicant, Lesley Eubanks, is being nominated for appointment to the Parks and Recreation Commission. The term for this appointment expires April 2026.

ATTACHMENTS

- A. Resolution
- B. Applications

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING [INSERT NAME OF APPOINTEE AFTER APPOINTMENT] TO
THE PARKS AND RECREATION COMMISSION FOR THE FULL-TERM VACANCY
ENDING IN MARCH 2024 AND [INSERT NAME OF APPOINTEE AFTER
APPOINTMENT] TO THE PARKS AND RECREATION COMMISSION FOR THE
FULL-TERM VACANCY ENDING IN APRIL 2026**

WHEREAS, there is currently (1) one full-term vacancy on the Parks and Recreation Commission ending in March 2024;

WHEREAS, there are currently (3) three full term vacancies on the Parks and Recreation Commission ending in April 2026;

WHEREAS, the City Clerk's Office made announcement of the vacancies and solicited applications for the (4) four full-term vacancies;

WHEREAS, Mayor Lamar Thorpe considered the applications received and interviewed the interested applicants;

WHEREAS, Antioch Municipal Code Section 2-5.201 requires that the Mayor nominate candidates for membership on all boards and commissions and requires that the City Council approve, by a majority vote, the appointments of said nominees; and

WHEREAS, Mayor Lamar Thorpe has nominated Jacob Pedrotte and Leslie Eubanks to the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch hereby approves the Mayor's nomination for appointment of [insert name of appointee(s) after appointment] to serve on the Parks and Recreation Commission, as a Commissioner with a term ending in March 2024 and [insert name of appointee(s) after appointment] to serve on the Parks and Recreation Commission, as a Commissioner with a term ending in April 2026.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

CITY OF
ANTIOCH
CALIFORNIA

APPLICATION EXTENDED DEADLINE DATE: 5:00 p.m. Friday, October 29, 2021

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION

One (1) Full-term vacancy expiring March 2024

Print your name Jacob Ray Piosos-Pedrotti

Address [REDACTED] City Antioch

ZIP Code 94509 Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]

E-mail address [REDACTED]

Employer [REDACTED]

Address [REDACTED] City [REDACTED]

Occupation [REDACTED]

How long have you lived in Antioch? 7 + yrs

List the three (3) main reasons for your interest in this appointment: [REDACTED]

1. Create a program to help teens
2. Become a role model to my peers
3. Get involved with my community

Have you attended any meetings of this commission? NO

Have you had any previous city community service on this commission? (If yes, please explain) NO

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? I have an idea for teens to become more involved with our city + network with business owners - city officials, learn to be more successful, learn more about career opportunities.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

My mom is with the Antioch Chamber as an Ambassador + Secretary, she brings me with her to events like the East Bay Business Expo, Antioch 150th Celebration, business mixers, where I can network with people, volunteer to help local business that may need help. I'm also a full time student and a part of the water Polo Team at Antioch High.

Please read the attached general information regarding boards and commission so you are aware of the duties, time and frequency of meetings. Can you attend meetings for this commission at the designated times? yes.

PLEASE ATTACH YOUR RESUME (Recommended to enhance your application).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Email completed application with resume to: cityclerk@ci.antioch.ca.us. You can also mail/deliver to:

Office of the City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007

Jacob Pechotto

Signature

10/27

Date

Sabrina Pechotto
parent

10-27-21

T.A.P

TEEN AMBASSADOR PROGRAM

They will have a selection of questions and scenarios to answer, then from there we will see if we can teach them networking skills and more.

The T.A.P will go / help assist in Business Expos, meetings Antioch Chamber meetings for leadership team, grand openings, mixers, city meetings, and more.

This will help teens network with business professionals, City Officials, and more. T.A.P will also teach teens how to speak professionally while networking and possibly future job internships or employment. Teens will be empowered and more confident, giving them a sense of responsibility in our community and provide a positive outlet for our youth.

T.A.P will have different phases / levels depending on attendance and participation. Which will include attending and participating in meetings or events, volunteer time to serve our community. Volunteering will include, help cleaning up certain low-income parks, vandalized business assist with cleaning up, removing graffiti, help paint, or whoever or whatever business or persons in need of help, tutor younger youth, big brother/ sister program and more. Ideas are unlimited with possibilities.

We can start this program at our local high schools or interested teens can participate. Applications will be looked over by T.A.P leadership, once voted, then applicants will go through an interview process.

This is just an outline of the T.A.P. I know there is still a lot of work to go into this, I'm willing to do what it takes with all your help and with the help of Sabrina Pedrotte

Thank you for your time.

Best,

Jacob Piocos- Pedrotti

APPLICATION FOR COMMUNITY SERVICE: Parks and Recreation Commission

PRINT YOUR NAME: **Lesley Eubanks**

ADDRESS: [REDACTED] CITY: **Antioch** ZIP CODE: **94509**

PHONE: (H) [REDACTED] (C) [REDACTED] (best number to call)

eMail ADDRESS: [REDACTED]

EMPLOYER: **Retired**

ADDRESS: **N/A**

OCCUPATION: **N/A**

How long have you lived in Antioch? **19 Years**

List the three (3) main reasons for your interest in this appointment:

1. **I love the positive ways that Parks can affect the Community – An outlet for recreation, relaxation, learning, exercise, fellowship and fun**
2. **I love being out in nature**
3. **The positive experience of being involved in my community. For me, it is a way to share feeling of pride for our city, connectedness with its people and a desire to make a positive difference.**

Have you attended any meetings of this commission? **Yes, currently on this commission.**

Have you had any previous city community service on this commission? **Yes, seeking second term.**

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? **Interpersonal and communication skills, a willingness to learn and a team player**

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I would love to serve a second term with the commission and continue to see this as a worthwhile way to make a positive difference. It is also a great way to learn about the function of local government and the city of Antioch. I also feel shortchanged with the onset of COVID-19 during my first term and its effect on the Commission and the City. I believe I have a lot to offer and look forward to the opportunity to continue serving my community as Commissioner for the Parks & Recreation Commission.

Thank you for your time!

Lesley Eubanks
Signature

March 27, 2022
Date

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Appointment of Cornelius H. Johnson as City Manager and Approval of an Employment Agreement with Cornelius H. Johnson for City Manager Services

RECOMMENDED ACTION

It is recommended that the City Council approve the Agreement appointing Cornelius H. Johnson as City Manager for a term of [REDACTED] years with an annual salary of \$[REDACTED] (Salary Schedule Step [REDACTED]) and authorizing the Mayor to sign the Agreement in a form approved the City Attorney.

FISCAL IMPACT

On December 13, 2021, the City Council appointed Cornelius H. Johnson as Interim City Manager. On September 27, 2022, the City Council directed staff to prepare an employment agreement for Mr. Johnson to be appointed the City Manager. The City Council will determine the salary and incorporate the amount into the attached agreement. The current Interim City Manager Agreement in place (Resolution No. 2021/174) will expire upon execution of the attached agreement, so there will be no overlapping payments.

DISCUSSION

On December 12, 2021, the City Council adopted Resolution No. 2021/174 in place appointing Cornelius H. Johnson as the Interim City Manager. The City Council now wishes to move forward with appointing Mr. Johnson as the City Manager.

Mr. Johnson has worked at the City of Antioch since December 12, 2021, and possesses extensive management experience as well as a Masters of Public Administration and a Bachelor of Public Administration from the University of San Francisco and has been identified as a suitable candidate for the City Manager position.

The proposed Agreement with Mr. Johnson includes an annual salary to be determined by the City Council, but in accordance with the City's salary schedules and past

practice. His benefits are consistent with other Executive Management employees. Mr. Johnson will serve at the pleasure of the City Council majority; although, as is typical for City Manager contracts, he would be entitled to a severance payment if he is terminated without good cause and does not secure comparable employment. The severance payment would be limited to 12 months of salary and health benefits, which complies with state law.

ATTACHMENTS

A. Proposed Employment Agreement with Cornelius H. Johnson

Exhibit 1: City of Antioch Management Benefit Document October 1, 2016
through September 30, 2021

**CITY OF ANTIOCH
AGREEMENT WITH CORNELIUS H. JOHNSON FOR
CITY MANAGER SERVICES**

The Agreement ("Agreement"), dated for reference purposes only the 26th day of October, 2022, is made and entered into at Antioch, California by and between the City of Antioch, California ("City") and Cornelius H. Johnson ("Johnson").

RECITALS

WHEREAS, the City requires the services of a person with proven executive and administrative qualifications to fill the position of City Manager; and

WHEREAS, the City, acting by and through its City Council, desires to employ the services of Johnson as City Manager and to appropriately compensate him for such services; and

WHEREAS, Johnson desires to be employed by the City as City Manager for appropriate compensation and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Agreement, the parties agree as follows:

Section 1 – Appointment. The City agrees to employ and appoint Johnson to the position of City Manager for the City of Antioch, California upon the commencement of the Term defined below and does hereby confer upon and delegate to Johnson all of the duties, powers, and responsibilities of City Manager as the same are set forth in State law, the City of Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder, and the provisions of this Agreement ("the Services"). Johnson accepts employment as City Manager and agrees to serve as such. Johnson serves at the pleasure of a majority of the City Council, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Johnson at any time, subject only to the provisions of this Agreement.

Section 2 – Term.

- A. The initial term of this Agreement shall be for a period of [] () **months** beginning 12:00 a.m. October 26, 2022 and shall continue until 12:00 a.m. October 26, 2023 (the "Initial Termination Date"). Johnson's previous contract (Resolution No. 2021/174) which is set to expire on December 12, 2022, will expire and be superseded by this agreement upon its execution.
- B. This agreement shall automatically renew as provided herein unless the City gives the City Manager timely notice of non-renewal. The City must give the City Manager written notice of non-renewal at least 90 days prior

to the Initial Termination Date. Unless such notice of non-renewal is timely given, this Agreement shall automatically renew for an additional one-year Term or for such other term as agreed upon by the parties, which may be negotiated at any time prior to the Initial Termination Date.

Section 3 – Duties. Johnson's employment shall be Full Time. As City Manager, Johnson shall perform the duties and functions of the City Manager identified in State Law, Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder and other duties and functions as the City Council may assign. Johnson accepts employment subject to the terms and conditions of this Agreement and agrees: (1) to perform all such duties and functions in a professional and ethical manner to the best of his skill and ability; (2) and to use his best efforts to promote and advance the interests and the City Council's goals and objectives.

Johnson understands and agrees that the position of City Manager is not a part time position and will require Johnson to work greater than a customary forty hour week. Although City Hall is generally open to the public during regular set work hours, Johnson shall perform his obligations as full time City Manager during regular work hours and on such evenings, weekends and other times as are necessary. Johnson also acknowledges that the position of City Manager is a position of high visibility before the public and agrees that he shall conduct himself before the public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

The parties acknowledge that Antioch is a general law city that operates under a Council-Manager form of government and that the City Manager is therefore vested with responsibility for the administration of all City finances and operations in accordance with the City's ordinances, policies and budgets passed by the City Council. Such responsibility includes but is not limited to the authority, without interference from the City Council, to hire, manage, promote, discipline and terminate all non-elected City employees, except the City Attorney, in accordance with any active collective bargaining agreements and the laws and ordinances to which the City is subject, whether local, state or federal.

Section 4 – No Other Employment. Johnson agrees not to undertake any other employment during the term of this Agreement. Johnson further agrees to confer with the City Council before undertaking any non-paid projects for organizations other than the City which may require a substantial time commitment by Johnson.

Section 5 – Termination by Johnson. Johnson may terminate this Agreement and resign as City Manager at any time, for any reason, upon 45 days prior written notice to the City. Upon receipt of written notice from Johnson, the City may elect to immediately remove Johnson from his position as City Manager or to allow Johnson to remain as City Manager for all or any part of the notice period. If the City removes Johnson from his position as City Manager prior to the expiration of notice period, the City will pay Johnson an amount equal to the salary and benefits that Johnson would have received if he had remained in the City Manager position until the expiration of notice period, less legally required withholdings. If the City advises Johnson that he should continue to perform his

duties and functions as City Manager during the notice period, and Johnson fails to do so, Johnson will receive no salary or benefits after the last date on which he actually performs his City Manager duties and functions.

Section 6 – Termination by City.

- A. Termination for Good Cause. The City Manager may be discharged for Good Cause. Good Cause includes, without limitation, and as determined in the reasonable discretions of the City, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, (6) involvement in any act involving moral turpitude that would compromise Johnson's effective performance as City Manager, (7) taking a position adverse to the interests of the City without the City's prior written consent, (8) violation of any fiduciary duty owed to the City, (9) failure to abide by the employment restrictions under this Agreement, (10) failure to observe or perform any of his duties and obligations under this Agreement, if that failure continues for a period of thirty (30) days after Johnson receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure; or (11) failure to cooperate or participate in a City administrative investigation when named as a subject of the investigation.

If the City elects to terminate this Agreement for Good Cause, it will pay Johnson for all earned pay and accrued, unused vacation leave at the time it notifies Johnson of the termination decision, less legally required withholdings. Johnson will be entitled to no pay or benefits after the date that the City notifies him that this Agreement and his employment by the City are being terminated for Good Cause. If the City Council intends to terminate this Agreement for Good Cause, it will provide notice of its intention to Johnson with a written explanation of the basis for that decision, sent to Johnson's last known home address at least 10 days prior to the City Council meeting in which the termination will be considered. Johnson will have the right to meet with the City Council for the purposes of discussing the basis for his proposed termination for Good Cause prior to a final vote on his termination, which will take place in closed session unless Johnson timely exercises any right he possesses under Government Code section 54957(b)(1)-(2), if applicable. In order to exercise his right to meet with the Council, Johnson must provide a written request to meet to the Mayor of the City and the City Attorney within five days of the date of the meeting in which termination of employment will be considered. Failure to timely provide such written notice shall constitute a waiver of the right to be heard. Unless he timely exercises his right under Government Code section 54957(b)(1)-(2), to the extent those provisions are applicable, Johnson shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on his termination and hereby waives any right to be heard publicly under the Antioch Municipal Code; provided however that no

provision of this Agreement shall constitute a waiver of Johnson's rights in law or equity to recover damages caused by an abuse of this provision by the City.

- B. Termination without Good Cause. If the City elects to terminate this agreement and Johnson's employment without Good Cause as defined in this Agreement, it shall not be required to provide any reasons for that decision to Johnson or anyone else. Notice of Termination Without Cause shall be provided in writing.

The City will pay Johnson for all earned pay and accrued, unused vacation benefits up to but not including the effective date of termination, less legally required withholdings. Additionally, the City will pay Johnson his monthly salary and health benefits amount (meaning just what is known as the flexible benefits or cafeteria plan amount) at the rate he is earning on the date he is given notice that this Agreement and his employment are being terminated, less legally required withholdings ("severance payment") for twelve (12) months following such notice or until he receives comparable employment within such time, at which point the severance payments shall be discontinued. "Comparable employment" shall mean employment paying seventy-five (75%) or more of his then current city manager salary. Any payment of severance is specifically conditioned on Johnson's execution of a waiver and release of all claims against the City accrued during the duration of Johnson's employment with the City.

- C. Johnson shall not be entitled to any severance payment if he is terminated, resigns or retires following his arrest for a felony or a crime of moral turpitude or for a documented incident of dishonesty affecting the affairs of the City. Further, pursuant to Article 2.6 of Division 2 of Title 5 of the California Government Code (section 43243 et seq.), if Johnson is convicted of a crime involving abuse of his position, as defined under State law, he shall not be entitled to paid leave during the investigation, any cash settlement paid related to termination, or any severance payment and Johnson shall reimburse the City any such salary or benefits or payments provided in this circumstance.

Section 7 – Inability To Perform Essential Duties and Functions. Johnson agrees that if he is unable to perform the essential duties and functions of the City Manager position for any reason for more than 120 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on Johnson's inability to perform the essential duties and functions of the City Manager position, it will so advise Johnson in a writing sent to Johnson's last known home address. Such termination shall not be deemed termination for "Good Cause" as defined in this Agreement, unless Johnson chooses to contest the termination pursuant to Section 6.A above. At the time the City provides such notice, it will pay Johnson for all earned pay and accrued, unused vacation benefits, less legally required deductions. However, Johnson will not be entitled to any severance payments described above pursuant to Section 6.B. of this Agreement.

If termination of this Agreement is the result of the death of Johnson, the City shall pay all salary and benefits then due to Johnson's legal heir(s).

Section 8 – Compensation.

- A. Salary. The City agrees to pay Johnson for the performance of his duties and functions an annual salary as follows: \$[REDACTED]. The City Council shall determine annually whether Johnson shall be granted a cost of living adjustment (COLA) provided other Executive Management employees and whether Johnson shall be granted any additional salary increase.

Salary will be paid in installments at the same time that other employees of the City are paid. Johnson shall not be entitled to receive payment or credit for, and City shall not pay or credit Johnson for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Johnson acknowledges that the position of City Manager is exempt from the provision of the Fair Labor Standards Act (FLSA).

- B. Benefits. During the term of this Agreement and his employment hereunder, Johnson shall be entitled to receive benefits on the same terms and conditions as other Executive Management employees of the City as set forth in the current City of Antioch Management Benefit Document (the current City of Antioch Management Benefit Document dated October 1, 2016 through September 30, 2021 is attached as Exhibit 1), unless otherwise set forth in this Agreement.

- Retirement benefits available on the same terms and conditions as other Executive Management employees hired on or after January 1, 2013, who are new members of CalPERS and who were not in a reciprocal system, will be enrolled in the State-wide formula of 2.0% at 62; three year average financial compensation period. In accordance with PEPRA, these employees shall pay a PERS Employee Contribution Rate of 41.4% of the Normal Cost, as determined annually by CalPERS, or as may be amended through the Management Benefit Document for Executive Management employees.
- Johnson is entitled to the City of Antioch's Medical-after-Retirement benefit.

Except as expressly set forth in this Agreement, Johnson shall not be entitled to nor be paid for any other benefits available to non-Executive Management employees of the City.

Section 9 – Performance Evaluations.

- The City Council recognizes that for the City Manager to respond to its needs and to grow in the performance of the City Manager's job, the City Manager needs to know how the City Council members evaluate the City Manager's performance. To assure that the City Manager gets this feedback, the City Council shall conduct an evaluation of the City Manager's performance on or about the six (6) month anniversary of the initial term of this agreement stated in Section 2.A. – Term. The City Council and the City Manager shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and shall establish the relative priority among the various goals and objectives. The City Council shall review and provide the City Manager with a written evaluation of his performance based on criteria established by the City Council with the City Manager's assistance. The City Council and the City Manager shall jointly establish written performance goals and objectives within the first 30 days of the initial term of this agreement stated in Section 2.A. - Term for the balance of the first year of the City Manager's service.
- The City Council shall conduct such evaluation and goal-setting at least annually thereafter. In the annual evaluation, the Council and City Manager shall jointly define such goals and performance objectives and shall further establish a relative priority among those goals and objectives. The City shall review and consider Johnson's performance as City Manager at least annually as close as reasonably possible to the expiration of each twelfth month of this Agreement. The review shall be discussed with Johnson and reduced to writing.

Section 10- Confidential Information. Johnson agrees that he will not reveal any confidential or attorney-client privileged information or work-product about the City, City Officials, or City employees that he learns while performing the duties and functions of City Manager. Johnson understands that attempting to use any such information against the City in any future subsequent proceeding against the City can be deemed "self-help" discovery and the City would be permitted to petition for the return of any unauthorized use and for appropriate sanctions to be issued.

Section 11 – City Property. Johnson agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as City Manager are and will remain the exclusive property of the City. Johnson will immediately deliver all originals of such materials to the City that are in his possession or control upon termination of this Agreement.

Section 12 – Assistance in Litigation. Johnson agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. Johnson further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City

except pursuant to duly issued legal process or as otherwise authorized by the City. Johnson agrees to notify the City immediately upon receipt of any legal process pertaining to the City. This provision shall not apply to any criminal investigation targeting any City official or employee.

Section 13 – Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of California.

Section 14 – Headings. The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

Section 15 – Assignment. Neither this Agreement nor any interest in this Agreement may be assigned.

Section 16 – Severability. If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

Section 17 – Notices. Notices pursuant to this Agreement will be deposited with the United States Postal Service, postage prepaid and addressed as follows:

City:
Mayor's Office
City of Antioch
P.O. Box 5007
Antioch, CA 94531- 5007

With a copy to: City Attorney
 City of Antioch
 P.O. Box 5007
 Antioch, CA 94531 – 5007

Johnson:
Cornelius H. Johnson
at current address in the
City of Antioch payroll system

Section 18 – Modification. This Agreement may only be modified by a writing executed by the parties, the City Council having approved the modification on behalf of the City.

Section 19 – Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between Johnson and the City regarding his employment as City Manager. Johnson and the City agree that no representations, inducements, promises or agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 20 – Effective Date. The effective date of this Agreement is the date this document is executed by the Mayor on behalf of the City; and all salary and other compensation benefits shall be paid in accordance to the first day that is referenced in Section 2.A. - Term.

(Signatures on following page)

City of Antioch

By: _____ Date: _____
Lamar Thorpe, Mayor

Approved as to form:

_____ Date: _____
Thomas Lloyd Smith, City Attorney

Attest

_____ Date: _____
Elizabeth Householder,
City Clerk of the City of Antioch

Accepted by:

_____ Date: _____
Cornelius H. Johnson

CITY OF ANTIOCH

MANAGEMENT UNIT

BENEFIT DOCUMENT

OCTOBER 1, 2016 - SEPTEMBER 30, 2021

TABLE OF CONTENTS

1. COMPENSATION	4
A. Salaries	4
B. "Me Too" Clause	4
C. Acting Pay	6
D. Special Assignment Pay	6
E. Equity Adjustments for Water Treatment Plant Classifications	6
F. Benefit Deduction	6
2. HEALTH & WELFARE BENEFITS	7
A. Medical Insurance	7
B. Dental Insurance	7
C. Life Insurance	7
D. Long-Term Disability (LTD) Insurance	8
E. Vision Care Insurance	8
F. Employee Assistance Program	8
G. Gym/Health Club Reimbursement Program	8
H. Flexible Benefits (Cafeteria) Plan	8
I. Non-Industrial Disability	12
J. Industrial Disability	12
3. RETIREMENT BENEFITS	13
A. Public Employees' Retirement System (PERS)	13
B. Medical-After-Retirement	13
C. Deferred Compensation	13
4. LEAVES	14
A. Holidays	14
B. Floating Holidays	14
C. Vacation	14

D. Sick Leave	16
E. Family and Medical Care Leave	17
F. Leave Without Pay	17
G. Military Leave	18
H. Jury Duty	18
I. Bereavement Leave	18
J. Administrative Leave	19
K. Holiday Closure Program	20
5. DEPARTMENT HEAD PROVISIONS	21
A. Notice Prior to Termination	21
B. Notice of Separation	21
6. MISCELLANEOUS	22
A. Auto Allowance	22
B. Standby	22
C. Safety Shoes	22
D. Safety Jackets and Hats	23
E. Educational Incentive	23
F. Retiree Medical Committee	23
 Appendix A: RE: Sample Flexible Benefit Plan Increase	 25

CITY OF ANTIOCH
MANAGEMENT EMPLOYEES' BENEFIT DOCUMENT

October 1, 2016 - September 30, 2021

1. COMPENSATION

All cost-of-living and equity adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment.

A. Salaries

The salary increases below shall apply to all classifications in the bargaining unit including the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst. The requirement of resolution 2010/79 shall not apply to the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst from October 1, 2016 to September 30, 2021.

Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2019, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

B. "Me Too" Clause

During the term of this Agreement, the parties agree that increases/decreases negotiated with either Local 1 or OE3 will be implemented for this Unit, excluding

salary increases for the classifications of Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst, for the period of October 1, 2016 through September 30, 2021. This Agreement will be reopened to determine the allocation of the percentage increase/decrease of the total package for the bargaining unit represented by either Local 1 or OE 3.

- The Management Unit shall select which bargaining unit's total package shall be used. However, in the event that a higher total package value is negotiated with one unit over another, the Management Unit shall receive the value of the single highest package, not a cumulative total of both package values – e.g., One unit receives 2.5% and one unit receives 2.7%, Management shall receive 2.7%, NOT 5.2%. The intent of this provision is for the Management Unit to be compensated equitably/equally to the bargain groups that they manage.
- The percentage increase/decrease of the total package shall be determined by the City's Finance Department. The Finance Department's determination is final and not appealable.
 - The percentage increase/decrease shall be determined by modifications to the following benefits.
 - Salaries
 - The change in contributions to the flexible benefit/cafeteria plan
 - Modifications to the contributions to retirement
 - PERS
 - Deferred Compensation
 - Holidays
 - Vacation
 - Sick Leave
- The parties will mutually agree to the allocation of the percentage increase/decrease of the total package; however, any benefit changes mandated by the City Council shall be incorporated in the allocation agreement. The Management Unit will always retain the option to take the compensation increase/decrease in the exact same way that the respective bargain unit has as long as it is legal for them to do so.

Examples: If there is a three percent (3%) total package increase negotiated with either Local 1 or OE3, the Management group shall receive a three percent (3%) increase. The determination of the allocation of the increase (all salary, salary increase and deferred

compensation increase, etc.) shall be negotiated. However, if the City Council mandates a change to a certain benefit, such as holidays, the mandated benefit change is not negotiable and shall be implemented.

C. Acting Pay

1. Management employees who are required to work in a higher classification are entitled to, after having previously worked in the higher class for a cumulative total of forty (40) hours, or those working on a 9/80 schedule either thirty-six (36) or forty-four (44) hours, a minimum of Step A of the higher classification pay range or five percent (5%) additional compensation, whichever is greater. At no time shall the Acting Pay exceed the maximum of the salary range established for the higher classification. To be entitled to Acting Pay, the employee must assume substantially all of the day-to-day duties of the higher position for a period of at least forty (40) continuous hours.
2. Deputy or Assistant Department Heads are eligible for acting pay only for department head absences in excess of thirty (30) calendar days. Acting as department head for shorter periods of time is considered to be a regular duty for which the employee is compensated in regular base salary.

D. Special Assignment Pay

The City Manager may authorize either two and one-half percent (2-1/2%) or five percent (5%) to any employee designated to be on special assignment.

E. Equity Adjustments for Water Treatment Plant Classifications

The Water Treatment Plant Superintendent top step will remain at 19% above the Water Treatment Plant Supervisor and Water Quality Analyst top step.

The Water Treatment Plant Supervisor and Water Quality Analyst top step will remain at 11.5% above the top step of Water Treatment Operator with certificate.

- F. Benefit Deduction – The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

2. HEALTH & WELFARE BENEFITS

A. Medical Insurance

The City contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and the City's Medical- After-Retirement Policy.

1. The City shall pay the PERS required Minimum Employer Contribution per month on behalf of each active and retired employee who participates in the City's health insurance plans.
2. Except as provided herein, employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

B. Dental Insurance

1. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
2. Except as provided herein, employees shall be required to enroll in the Dental Plan. Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a group life insurance policy for each employee in an amount equal to two times the employee's base salary, to a maximum of \$250,000, effective on the first day of the month following the date of hire. Employees shall be required to enroll in this life insurance policy.

2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability (LTD) Insurance

1. The City shall make a LTD Insurance Plan available for all employees. Under this Plan, an employee shall receive two-thirds (2/3) of salary after a ninety (90) day waiting period.
2. Enrollment in the LTD Insurance Plan is mandatory.
3. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other leave that will exceed his/her gross monthly salary.

E. Vision Care Insurance

1. The City shall make available to employees and the dependents of employees Options I, II, and III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc.
2. Enrollment in the Vision Care program is optional.

F. Employee Assistance Program

1. The City shall make available to employees the City's current Employee Assistance Program (EAP).
2. Enrollment in the EAP is mandatory.

G. Gym/Health Club Reimbursement Program

1. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym.
2. Employees who provide written proof of membership pursuant to paragraph 1, above, may receive up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.

H. Flexible Benefits (Cafeteria) Plan

1. Effective January 1, 2014, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:

- a. For each Executive Management employee who is eligible for employee only medical coverage, the City shall contribute \$830.62 per month.

For each Senior and Mid-Management/Professional employee who is eligible for employee medical coverage, the City shall contribute \$792.40 per month.

- b. For each Executive Management employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,288.97 per month.

For each Senior and Mid-Management/Professional employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,250.64 per month.

- c. For each Executive Management employee who is eligible for family medical coverage, the City shall contribute \$1,601.51 per month.

For each Senior and Mid-Management/Professional employee who is eligible for family medical coverage, the City shall contribute \$1,569.62 per month.

- d. Effective each January 1 for the duration of this agreement, the amounts specified in Section H. 1a. 1b. and c. of this Document will be increased by the amounts determined pursuant to the following procedures:

- i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
- ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
- iii. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall

be completed for each level of coverage offered by the City.

- iv. The City would then increase the amounts provided in Section H. 1a. 1b. and 1c of this Document by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

Refer to Appendix "A" for example of calculation.

The City agrees that an employee's actual out-of-pocket costs due to premium increases in the Cafeteria Plan shall not exceed a cumulative total of \$1,000 in any year of this Agreement and shall not exceed a cumulative total of \$5,000 for the term of this Agreement.

The cumulative limits apply only to the impact of premium increases related to the most populated health and dental plans (those used to calculate the Cafeteria Plan contribution) and the increase in all other minimum and/or required premiums included in the Cafeteria Plan. The \$1,000 and \$5,000 cumulative limits do not apply to additional expenses, which are the result of enhanced benefit selection.

- 2. Effective January 1, 2019, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:
 - a. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate and per month.
 - b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.
 - c. For each employee who is eligible for family medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser family rate per month.
 - d. In addition to the City contributions above, the City shall make an additional contribution to the flexible benefit plan on

behalf of the employee equal to the 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party or family).

i. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.

3. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.

a. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefit Plan.

b. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.

c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City.

d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.

e. The City will not treat the employee share of premium payments within the Flexible Benefits Program as

compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

4. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

I. Non-Industrial Disability

1. In the event of a non-industrial illness or injury, the employee is required to use all but forty (40) hours of accumulated sick leave before long-term disability benefits begin. If sick leave is exhausted before the end of the 90-calendar-day waiting period, vacation, compensatory time and floating holidays may be used. The employee also may use vacation, compensatory time and floating holidays beyond the 90-calendar-day waiting period to extend the time in which full salary can be received.
2. Medical, dental and life insurance shall be paid by the City during the first six (6) months of an unpaid leave of absence.

J. Industrial Disability

1. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) calendar days, the employee is eligible for long-term disability insurance benefits in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability insurance plan unless the employee is using sick leave, vacation or compensatory time.

2. Medical, dental and life insurance premiums shall be paid by the City for up to one year during an industrial injury leave.

3. RETIREMENT BENEFITS

A. Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPRAs legacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution. The City shall pay the remainder of the PERS Employer Contribution, and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

Regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRAs provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

B. Medical-After-Retirement

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the plan on file in the Human Resources Department. The City shall contribute to this Plan a set percentage of salary per month as determined and, as may be changed from time to time, by an actuarial review.

For employees hired on or after September 1, 2007, the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event the impacted employees in the bargaining unit agree to make a mandatory contribution of Two point Five percent (2.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account, the City will match such contribution up to an additional One percent (1.0%). The City's total contribution per employee will not exceed Two point Five percent (2.5%). In accordance with the MARA plan document, all impacted employees must participate in the 2.5% contribution. It is not an individual choice.

C. Deferred Compensation

1. For the term of this agreement the City shall contribute an amount equal to five percent (5%) of base salary to a deferred compensation account for each Executive Management employee.

Executive Management employees are those so designated on the Management salary schedule.

2. For the term of this agreement the City shall contribute an amount equal to two percent (2%) of base salary to a deferred compensation account for each Senior Management and Mid-Management/Professional employee. When contributions are reinstated, the minimum contribution shall be no less than Fifty Dollars and No/100ths (\$50.00) per month.

4. LEAVES

A. Holidays

The City shall observe the following holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	3rd Monday, January
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	1st Monday, September
Veteran's Day	November 11th
Thanksgiving	4th Thursday, November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

If a holiday falls on a Saturday, the preceding work day shall be observed; if the holiday falls on a Sunday, the following work day shall be observed.

B. Floating Holidays

The City shall provide two (2) floating holidays per year except that employees with less than six (6) months' service in a calendar year but at least two (2) months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day (8-hour) increments. (Resolution 81/266).

C. Vacation

Executive Management employees shall be credited with fifteen (15) days of vacation leave on their date of hire for the first year and shall accumulate vacation thereafter as follows:

1. 4.615 hours per bi-monthly pay period from the start of the second year through the third year of service (15 days per year).

6.154 hours per pay period from the start of the fourth year through the ninth year of service (20 days per year).

7.077 hours per pay period from the start of the tenth year through the fourteenth year of service (23 days per year).

7.692 hours per pay period from the start of the fifteenth year through the nineteenth year of service (25 days per year).

9.230 hours per pay period from the start of the twentieth year of service (30 days per year.).
2. Senior Management and Mid-Management/Professional Employees; shall earn vacation leave as follows:

3.385 hours per bi-monthly pay period from the date of initial hire through the fourth year of service (11 days per year).

4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).

5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).

6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).

7.692 hours per pay period from the start of the twentieth year of service (25 days per year).
3. New employees shall complete six (6) months of service with the City before being eligible to take vacation time.
4. Employees may earn vacation credit up to a maximum accumulation for 24-months' (2-years') service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of credit involves two different rates of accumulation, such as would occur on the 5th, 10th, and 20th years of service, the higher rate of accumulation will be used for the 24-month figure. (Memo dated 5/10/76 to all Department Heads).
5. With the City Manager's approval, Executive Management employees will be allowed to cash out up to 80 hours of their annual vacation accrual during each calendar year.

With the City Manager's approval, Senior and Mid-Management/ Professional employees will be allowed to cash out up to 40 hours of their annual vacation accrual during each calendar year.

D. Sick Leave

1. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate to 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.
2. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
3. If sick leave is used for purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.
4. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
5. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
6. Sick leave may be used only in the following situations:
 - a. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
 - b. Employees may use a maximum of six (6) days of Kin Care per calendar year to attend to a child, parent, spouse, domestic partner, or a domestic partner's child. Leave can be used for illness, doctor appointments, parent-teacher conference, or if the sitter is ill. An employee who maintains at least one hundred twenty (120) hours of accumulated sick

leave may use additional days. Leave for this purpose may not be taken until it has actually accrued.

- c. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of forty (40) days.

Conversion

At the end of each calendar year if the employee has used less than five (5) days of sick leave, he/she may convert up to twelve (12) days of current unused sick leave to vacation or cash on a 3-1 ratio providing such conversion does not reduce sick leave balance to less than two hundred fifty (250) hours. Sick leave not converted shall continue to accumulate to the member's account.

E. Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Personnel Department.

F. Leave Without Pay

1. City Manager may grant a regular employee a leave of absence without pay. No leave shall be granted except upon written request of the employee. Approval shall be in writing. Leave may not exceed one year. Failure on the part of the employee to return promptly at its expiration without just cause shall be cause for termination.
2. Vacation and sick leave shall not accrue during a leave of absence without pay and the employee's anniversary date shall be deferred by the length of such leave.
3. When a leave of absence is due to illness or injury, the City shall pay medical, dental, life, and long-term disability insurance premiums for up to six (6) months.

G. Military Leave

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

H. Jury Duty

1. An employee legally required to serve as a juror on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. An employee legally required to serve as a witness in any judicial proceedings related to his/her employment with the City shall be entitled to full pay for any period of time actually so served. However, this provision shall not apply if the employee is a witness or litigant against the City. A judicial proceeding is defined as, but is not limited to, coroners' inquests and hearings held pursuant to actions pending in either Justice, Municipal, Superior or Federal Courts or other official proceedings to which an employee is subpoenaed, in relation to his/her City employment.
2. Any per diem compensation received by an employee for such service performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such service and must report immediately the termination of such service. A copy of jury summons or subpoena will be filed with the City by the employee.

I. Bereavement Leave

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, registered domestic partner, children, step children, registered domestic partner's children, father, mother, step father, step mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents and grandchildren, registered domestic partners grandparents and grandchildren) shall be allowed.
2. Employees shall be granted three (3) days off work as bereavement leave. The employee's department head must be notified immediately when bereavement leave will be taken.

J. Administrative Leave

1. Each January, exempt management employees will receive an amount of administrative leave based on their positions as outlines below:

Tier 1: 96 hours

City Attorney
City Manager
Assistant City Manager
Administrative Services Director
Community Development Director
Economic Development Director
Finance Director
Human Resources Director
Information Systems Director
Parks and Recreation Director
Police Chief
Public Works Director/City Engineer

Tier 2: 80 hours

Assistant City Engineer
Deputy City Attorney
Deputy Finance Director
Deputy Public Works Director
Assistant to the City Manager
Code Enforcement/Asset Recovery Coordinator
Economic Development Program Manager
Planning Manager
Recreation Services Manager
Recreation Supervisor
Senior Economic Development Program Manager
Senior Planner

Tier 3: 40 hours

Accountant I/II
Animal Services Supervisor
Building Inspection Services Manager
Collection Systems Superintendent
Collection Systems Supervisor
Code Enforcement Manager
Finance Services Supervisor
GIS Coordinator
Information Systems Project Manager
Operations Supervisor

Police Communications Supervisor
Police Records Supervisor
Project Manager
Water Distribution Superintendent
Water Distribution Supervisor
Water Quality Analyst
Water Treatment Plant Superintendent
Water Treatment Plant Supervisor

2. There will be no "cash out" for prior accumulations. Recording of administrative leave under this policy are also not subject to being cashed out or "rolled over" and administrative leave is recorded exclusively on a "use it or lose it" basis for each calendar year.
3. The Department Head may recommend, and the City Manager may approve, additional hours on a case-by-case basis for exempt management employees who work an extraordinary work assignment or occurrence. In January of each year, the City Manager will prepare a report to the City Council identifying by department any positions that received additional hours for the prior year and the related reasons.
4. New exempt management employees shall receive Administrative Leave identified in Paragraph (1) on a proportional or pro rata basis for the calendar year.

K. Holiday Closure Program

Each year of the MOU, the City will determine the organizational necessity for closure of City facilities during the December Holiday Season (the week between December 24 and January 1.) Upon determining the extent of the closure the City will notify, prior to July 15 of the year effected, the Bargaining Unit Representative and offer to meet as to how best effectuate the Holiday closure. In the event the City does not notify the Bargaining Unit Representative prior to July 15 of that year, the City will waive the Holiday Closure Program for that year.

Among the items the parties may discuss is the use and scheduling of vacation, floating holidays and/or compensatory time on the part of employees during the designated time for the Holiday Closure. The City recognizes that on a case-by-case basis, individual employees may have a unique personal situation and the bargaining unit may request that the City review the possibility of non-accrued vacation to be advanced to cover the closure time.

5. DEPARTMENT HEAD PROVISIONS

It is the intention of this section to encourage continuity in the leadership of City departments, to ensure fairness to employees, and to foster advance planning for employee recruitment. "Department Head" for the purposes of this section refers to the Police Chief, department heads/directors of departments referenced in Chapter 3 of Title 2 of the Antioch Municipal Code, and the Human Resource Director referenced in Chapter 4 of Title 2 of the Antioch Municipal Code, but not including the City Manager or City Attorney. Department heads serve at the pleasure of the City Manager and nothing shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of a department head at any time, subject only to the provisions set out herein.

A. Notice Prior to Termination

1. In the event that a department head is terminated at any time, the City Manager shall give the department head six (6) months' advance notice of such termination. In the event of any department head terminated for cause, there shall be no advance notice requirement. For the purposes of this document, "cause" means an action involving moral turpitude, conviction of a crime other than a minor traffic violation, any act of dishonesty, gross carelessness or misconduct, or an unjustifiable neglect of duties.
2. Recognizing the unique aspects of the position of Police Chief, if the Police Chief is terminated, the above advance notice provisions shall apply, along with a requirement that the City pay severance in the form of monthly payment of regular salary and benefits for an additional period of six (6) months beyond the actual date of termination or until he/she obtains other comparable employment, whichever first occurs.
3. In the event that a department head resigns or retires following a request or suggestion to do so by the City Manager, then the notice (and in the case of the Police Chief, the severance pay) provisions listed above shall apply.
4. If the City Manager or City Council reduces the salary and/or benefits of a department head by more than an applicable across-the-board reduction for all other management employees, or reduces the department head in rank, then the department head may be deemed to have been terminated at his or her option.

B. Notice of Separation

Any department head who wishes to voluntarily resign or retire shall provide the City with at least thirty (30) days' advance written notice of his

or her intention to do so. The City Manager may waive this requirement in the event of medical urgency or similar hardship.

6. MISCELLANEOUS

A. Auto Allowance

Elected Officials and, with the City Manager's approval, all Executive Management employees, except those positions who are assigned a City vehicle, shall receive a monthly auto allowance as follows:

- City Manager \$450.00
- Executive Management \$350.00

With the City Manager's approval, the following positions shall receive a monthly auto allowance noted below:

- Assistant to the City Manager 250.00

Employees who use their own vehicles and who do not receive a car allowance shall receive reimbursement at the rate established by Administrative Memo.

B. Standby

1. The Public Works Department Superintendents and Supervisors, and other employees as designated in writing by the City Manager and assigned to standby shall be compensated as follows:
2. For each full week, seven (7) calendar days, an employee who is on standby shall receive eleven (11) hours of standby compensation. Employee on standby shall receive three (3) additional hours of standby compensation for a holiday worked during that 7-day period. If two (2) holidays fall during a 7-day period, the employee shall receive six (6) additional hours of standby compensation. Compensation shall be in pay or compensatory time off subject to an 80-hour compensatory-time maximum accumulation.

C. Safety Shoes

The following employees shall receive One-Hundred Sixty Dollars and No/100ths (\$250.00) per fiscal year toward safety shoes:

Assistant City Engineer
Building Inspection Services Manager
Code Enforcement/Asset Recovery Coordinator
Code Enforcement Manager

Collection Systems Superintendent
Collection Systems Supervisor
Community Development Director
Deputy Director of Public Works – Operations
Operations Supervisor
Public Works Director/City Engineer
Water Distribution Superintendent
Water Distribution Supervisor
Water Quality Analyst
Water Treatment Plant Superintendent
Water Treatment Plant Supervisor

D. Safety Jackets and Hats

Management employees, who are subject to being called out for emergencies on streets, medians or other sites where high visibility is necessary for safety, shall be provided with a safety orange jacket and orange hat. Jackets and hats shall be replaced as deemed necessary by the department head.

E. Educational Incentive

1. The City will reimburse employees for books, and tuition, up to a maximum of \$1,000 per year for approved college classes in accordance with the process set out in Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).

F. Retiree Medical Committee

The City will meet with representative of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

CITY OF ANTIOCH

Steven Duran
City Manager

Date

MANAGEMENT UNIT

Michael Bechtholdt
Deputy Director of Public Works

Date

APPENDIX A SAMPLE FLEXIBLE BENEFIT PLAN INCREASE

1. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City-offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.

The City would determine which medical plan currently has the most city employees enrolled at each level of coverage which is employee only, two party and family. The same determination would be made for dental plans. If a plan has a composite rate, the composite rate would be used at each level of coverage.

For the purposes of this example, Medical Plan A and Dental Plan A have been determined to be the plans with the most City employees enrolled at the employee only, the two party and family levels of coverage.

2. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.

Employee Only Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 205.00	\$ 190.00	\$ 15.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 285.00	\$ 260.00	\$ 25.00

Two-Party Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 310.00	\$ 285.00	\$ 25.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 390.00	\$ 355.00	\$ 35.00

Family Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 545.00	\$ 500.00	\$ 45.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 625.00	\$ 570.00	\$ 55.00

3. The City then shall divide the sum of the increases by the total current contribution for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.

Employee Only Coverage: The sum of the increases for the two plans (\$25.00) divided by the total current contribution for the two plans (\$260.00) equals the percentage amount of the combined medical and dental increases **(9.6%)**.

Two Party Coverage: The sum of the increases for the two plans (\$35.00) divided by the total current contribution for the two plans (\$355.00) equals the percentage amount of the combined medical and dental increases **(9.9%)**.

Family Coverage: The sum of the increases for the two plans (\$55.00) divided by the total current contribution for the two plans (\$570.00) equals the percentage amount of the combined medical and dental increases **(9.6%)**.

4. The City would then increase the amounts provided in Section H. 2. a. b. and c. of this Article by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

Employee Only Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for employee only coverage would be increased by **4.8%**

Two Party Coverage: One half of 9.9% equals 4.95%. The total Flexible Benefits Plan contribution rate for two-party coverage would be increased by **4.95%**.

Family Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for family coverage would be increased by **4.8%**.

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section H. 2. a. b. and c. of this Article by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

For example, if the annual increase at any level of coverage was determined to be \$2,500, the City would increase its annual contribution to that level of coverage by \$1,500 (50% of \$2,000 plus 100% of the amount above \$2,000).

Collection Systems Superintendent
Collection Systems Supervisor
Community Development Director
Deputy Director of Public Works – Operations
Operations Supervisor
Public Works Director/City Engineer
Water Distribution Superintendent
Water Distribution Supervisor
Water Quality Analyst
Water Treatment Plant Superintendent
Water Treatment Plant Supervisor

D. Safety Jackets and Hats

Management employees, who are subject to being called out for emergencies on streets, medians or other sites where high visibility is necessary for safety, shall be provided with a safety orange jacket and orange hat. Jackets and hats shall be replaced as deemed necessary by the department head.


E. Educational Incentive

1. The City will reimburse employees for books, and tuition, up to a maximum of \$1,000 per year for approved college classes in accordance with the process set out in Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).

F. Retiree Medical Committee

The City will meet with representative of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

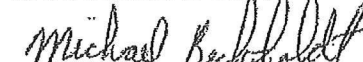
CITY OF ANTIOCH



Steven Duran
City Manager

01/05/2017
Date

MANAGEMENT UNIT



Michael Bechtholdt
Deputy Director of Public Works

1/5/17
Date

RESOLUTION NO. 2017/04

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
CITY OF ANTIOCH AND MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1,
2016 – SEPTEMBER 30, 2021, AND ACKNOWLEDGING THE CITY MANAGER AND
CITY OF ANTIOCH MANAGEMENT UNIT REPRESENTATIVES
EXECUTION OF THE MOU**

WHEREAS, the City of Antioch and Management Unit had a Memorandum of Understanding covering the period of October 1, 2013 – September 30, 2016; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of City of Antioch Management Unit to negotiate a successor agreement; and

WHEREAS, representatives of the City and City of Antioch Management Unit reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/141.

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

Section 1. That the Memorandum of Understanding (MOU) Between the City of Antioch and City of Antioch Management Unit for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. Acknowledge the City Manager and City of Antioch Management Unit Representatives Execution of the MOU.

* * * * *

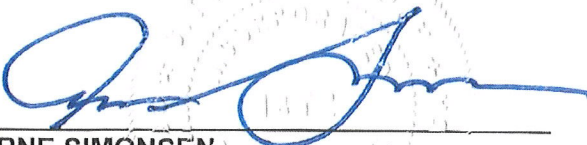
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of January, 2017, by the following vote:

AYES: Council Members Wilson, Tiscareno, and Ogorchock

NOES: None

ABSTAIN: Council Member Thorpe and Mayor Wright

ABSENT: None



ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

**City of Antioch and Management Unit
MOU Negotiations 2021-22**

**Comprehensive Tentative Agreement
April 14, 2022**

The City and the Management Unit have met and conferred in good faith and have reached agreement on the following terms to be incorporated into the successor MOU. All proposals not specifically identified below are deemed withdrawn. It is understood and agreed that this comprehensive tentative agreement represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to final approval by the City Council).

1. Term of Agreement: 4-year agreement (10/1/2021 through 9/30/2025)
2. Equity Adjustments: As agreed in the Side Letter Agreement signed 1/28/2022
3. Cost of Living Adjustments:
 - Effective the first full pay period after October 1, 2021, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2022, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2023, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2024, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
4. Short-Term Disability Insurance (SDI): The following language will be added to the MOU:


"The City is willing to participate in the appropriate election process to allow for this bargaining unit to participate in California State Disability Insurance (SDI). The City will contact the Employment Development Department of the State of California to request a SDI election for the Management bargaining unit.

If the bargaining unit votes to participate in SDI, the City will integrate sick leave with California State Disability Insurance (SDI) benefits. The integration of sick leave with SDI will not exceed an employee's normal daily wage."
5. Flexible Benefits Plan:
 - 2.H.2. Effective January 1, 2023, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:
 1. For each employee who is eligible for employee only medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser single rate and per month.
 2. For each employee who is eligible for two (2) party medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser two (2) party rate per month.
 3. For each employee who is eligible for family medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser family rate per month.
 4. In addition to the City contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to the 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party or family).
 - 2.H.3.c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of


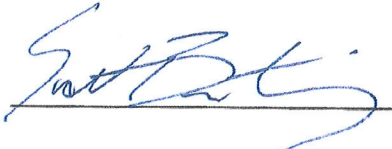
the unused money going to the employee as wages or deposited into a deferred compensation account each month and one-half (1/2) of the money reverting to the City.

5. Holidays: Add Juneteenth (June 19th) to the list of City observed holidays in Section 4.A. Add one additional floating holiday to Section 4.B (for a total of three floating holidays).

For the City:



For the Management Unit:

Date: 4/20/2022

Date: 4/20/22

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 25, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Cornelius H. Johnson, City Manager [CHJ](#)

SUBJECT: Request for Qualifications (RFQ) No. 030722 – Non-Police Community Crisis Intervention Response Provider for Low Level 911 Calls and Resolution to Select the Felton Institute to deliver the City’s “Crisis Antioch Response Team (CART)” Pilot Program

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution that selects the Felton Institute to provide Non-Police Community Crisis Intervention Services..

FISCAL IMPACT

The Crisis Antioch Response Team (CART) Pilot Program will operate for a minimum two-year duration. The program’s estimated cost per the program design forecast by Urban Strategies Council is between \$1.8 and \$2.2 million per year. Per Antioch City Council action on April 12, 2022, American Rescue Plan Act (ARPA) funding has been allocated for this specified purpose in the total amount of \$3.6M. The final fee is yet to be negotiated and will be captured in the final agreement for City Council action.

DISCUSSION

On May 25, 2020, the nation witnessed the brutality of the George Floyd incident, which ignited civil-unrest, peaceful demonstrations, and a collective societal cry for police reform. Cities across the country, including the City of Antioch, have been creatively working and developing advanced innovative best practices in local law enforcement and public services that will improve police transparency and accountability. This approach focuses specifically on non-violent and non life-threatening response situations, where a police response is neither needed nor helpful to involved individuals. In such incidents, and based on research, it has been determined that well trained civilians better serve the public by developing an alternative non-police response. In March 2021, the City of Antioch City Council immediately acted by directing the City Manager to establish a 24-hour health-crisis response team model program for Antioch residents. The City Council also engaged Antioch residents and community stakeholders in focus groups and direct interviews to better understand their experience with initial police response, the 911

system and aspirations for new, non-police response strategies. The City Council additionally worked with the Antioch Police Department (APD) to complete a “Data Needs Analysis (DNA)” to evaluate and structure the program design.

The Antioch City Manager’s office contracted with the Urban Strategies Council (USC) to develop a program model and pilot initiative for a non-police response to low level 911 calls for service. In 2020, 4,142 of total police calls for service were either for homelessness-related or mental health/drug related issues. Of these calls, approximately 1,373 were categorized as potentially low-level calls for service. The number of low-level calls for service could have been resolved by civilian, non-police response, which would have reduced the need for an Antioch Police response. In these types of low-level calls for service it is of greater public benefit to have a non-police response, freeing up Antioch police to respond to emergency and urgent calls for service.

In 2021, the operating name of the proposed pilot program was the ***Antioch Care Team (ACT)***. Recently, in order to alleviate any confusion, it has been determined that the Antioch Care Team name be changed to the ***Crisis Antioch Response Team (CART)***. The desired impacts of the CART Pilot Program are to: reduce non-warrant arrests that result during 911 police response; reduce the number of individuals transported to the emergency department for non-life threatening issues; and reduce the number of behavioral health and lower acuity calls.

The purpose for CART is to provide community-focused, trauma-informed, and healing-centered call responses by well-trained non-police personnel who can increase impacted individuals’ access and connection to timely, appropriate, and safe community-based services and resources. It is anticipated that the CART Pilot Program will be contractually managed by the City of Antioch’s newly formed Public Safety and Community Resources Department. CART personnel will also work closely with the Antioch Police Department, County, Fire and EMS personnel. The overarching goal of the CART Pilot Program is to provide residents with a non-police response that allows police to both focus on and respond to major crimes, emergency response and criminal matters. The CART Pilot Program is expected to operate for a minimum pilot period of two years.

The solicitation period for RFQ No. 030722 opened on March 7, 2022 and closed on April 6, 2022. Two bidders responded which are the Hume Center of Concord, CA and the Felton Institute of Alameda, CA. Written proposals and two rounds of interviews are the basis for the final ranking of providers. The Felton Institute has been identified as the number one ranked vendor through the solicitation process.

ATTACHMENTS

A. Resolution No. 2022/

ATTACHMENT “A”

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO SELECT THE FELTON INSTITUTE TO ESTABLISH THE CITY’S “CRISIS ANTIOCH RESPONSE TEAM (CART)” PILOT PROGRAM

WHEREAS, the City of Antioch seeks to serve community needs by establishing an alternative non-police response to non-violent and non-life threatening low-level 911 calls for service;

WHEREAS, under the leadership of Antioch City Council, the City Manager’s Office is pursuing the establishment of a 24 -hour community crisis intervention response model for Antioch residents in the form of a pilot program initiative;

WHEREAS, the model is inspired by the Antioch City Council’s commitment to police reform and the re-imagining of law enforcement;

WHEREAS, the approach advances innovation and best practices by placing high value on documentation and lessons learned to support future adaptations of the community response model in the form of a 24-hour, non-police response to low-level 911 calls service;

WHEREAS, the operating name of the proposed non-police pilot program is the “Crisis Antioch Response Team (CART),” which is intended to improve the City’s response to behavioral health, quality of life and lower acuity calls;

WHEREAS, CART will provide community-focused and healing centered call responses by well-trained non-police personnel who can increase impacted individuals’ access and connection to timely, appropriate and safe community-based services and resources;

WHEREAS, the City of Antioch is seeking to retain the professional services of the Felton Institute due to their capabilities to provide alternative response services, collect reliable data, practice consistent reporting and deliver a range of service deliverables in partnership with residents, the City, Antioch Police Department, the Antioch Public Safety and Community Resources Department, Contra Costa County, community-based-organizations and service providers, as well as advocates in a mobile 24-hour service mode format;

WHEREAS, the CART Pilot Program is anticipated to operate for a minimum of two years duration with Antioch City Council allocated funding from the American Rescue Plan Act (ARPA).

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

1. Authorizes the City Manager to enter into negotiations with the Felton Institute regarding the final scope of work and fee associated for the City's Crisis Antioch Response Team (CART) Pilot Program.
2. Acknowledges that the Professional Services Agreement shall be presented to the Antioch City Council for final review and approval.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**