

CITY OF  
**ANTIOCH**  
CALIFORNIA

**ANNOTATED AGENDA**

**Antioch City Council**

**REGULAR MEETING**

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

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Date: **Tuesday, September 12, 2023**

Time: 6:00 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](http://www.antiochca.gov)). Please see the inside cover for detailed Speaker Rules.*

***PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.***

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**Lamar Thorpe**, Mayor

**Tamisha Torres-Walker**, Mayor Pro Tem (District 1)

**Michael Barbanica**, Council Member District 2

**Lori Ogorchock**, Council Member District 3

**Monica E. Wilson**, Council Member District 4

**Ellie Householder**, City Clerk

**Lauren Posada**, City Treasurer

**Kwame P. Reed**, Acting City Manager

**Thomas Lloyd Smith**, City Attorney

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### **Notice of Availability of Reports**

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

### **Notice of Opportunity to Address Council**

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

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

#### ***PLEDGE OF ALLEGIANCE***

#### ***PUBLIC COMMENTS for Closed Session***

#### **CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code section 54956.9; Terry Dwayne Robinson et al. v. City of Antioch et al., United States District Court for the Northern District of California (Case No.: 3:23-cv-03773-SI).

***No reportable action***

- 2) CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: 800 W. 2nd Street, Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Kwame P. Reed, Acting City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Chris Burns, Broker/Owner Representative; Under Negotiation: Price and terms of payment.

***Direction provided to Acting City Manager and City Attorney***

**CLOSED SESSION – Continued**

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

***Direction provided to City Attorney***

**6:05 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION**

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

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE IN MEMORY OF 9/11 VICTIMS AND FAMILIES**

**CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION**

***CONSENT CALENDAR – Continued from August 22, 2023, Council Meeting***

1. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR PROPERTY AND  
EVIDENCE SUPERVISOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE  
CLASSIFICATION TO THE MANAGEMENT (MID/PROF.) BARGAINING UNIT

***Reso No. 2023/143 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution  
approving the New Class Specification for Property and Evidence  
Supervisor, assigning a salary range, and assigning the  
classification to the Management (Mid/Prof.) Bargaining Unit.

***COUNCIL REGULAR AGENDA – Continued from August 22, 2023, Council Meeting***

2. DISCUSSION ON HIRING OF RETIRED POLICE OFFICERS

***Direction provided to Acting City Manager***

Recommended Action: It is recommended that the City Council discuss the idea of  
potentially hiring retired police officers.

3. **PROCLAMATION**

- National Hispanic Heritage Month, September 15, 2023, to October 15, 2023

***Approved, 5/0***

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

#### **4. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

- ANTIOCH COUNCIL OF TEENS COAT DRIVE – September 6 thru November 6, 2023  
Drop off locations at:
  - Public Safety & Community Resources, 4703 Lone Tree Way, Antioch, CA
  - Antioch City Hall, 200 H Street, Antioch, CA
- TEEN JAZZ & HIP HOP DANCE – September 11 – November 16, 2023
  - Nick Rodriguez Community Center, 213 F Street, Antioch, CA
- BIG TRUCK DAY – September 21, 2023
  - Antioch Community Center, 4703 Lone Tree Way, Antioch, CA
- COASTAL CLEANUP DAY – September 23, 2023
  - Antioch Water Park and Antioch Marina, Antioch, CA

#### **5. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- BOARD OF ADMINISTRATIVE APPEALS
- PARKS AND RECREATION COMMISSION
- PLANNING COMMISSION
- 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.*

#### **CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

#### **MAYOR'S COMMENTS**

**9:31 P.M.** ***COUNCIL MEMBER WILSON LEFT THE DAIS PRIOR TO VOTING ON THE CONSENT CALENDAR, MINUS AGENDA ITEMS #E, F, G, H, & I, WHICH WERE PULLED FOR FURTHER DISCUSSION.***

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

##### **A. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 8, 2023**

***Continued, 4/0/1 (Wilson-Absent)***

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



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

**B. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 22, 2023**

***Continued, 4/0/1 (Wilson-Absent)***

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

**C. APPROVAL OF COUNCIL WARRANTS**

***Approved, 4/0/1 (Wilson-Absent)***

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

**D. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

***Approved, 4/0/1 (Wilson-Absent)***

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

**9:33 P.M. COUNCIL MEMBER WILSON RETURNED TO THE DAIS AFTER THE VOTE OF THE CONSENT CALENDAR, MINUS AGENDA ITEMS #E, F, G, H, & I, WHICH WERE PULLED FOR FURTHER DISCUSSION.**

**COUNCIL MEMBER BARBANICA RECUSED HIMSELF PRIOR TO THE DISCUSSION OF CONSENT CALENDAR AGENDA ITEM #E.**

**E. SECOND READING – ORDINANCE PROHIBITING RETALIATION AND HARASSMENT OF RESIDENTIAL TENANTS *(Introduced on August 22, 2023)***

***Ord. No. 2232-C-S adopted, 3/1 (Ogorchock)***

***[Barbanica – Recused]***

Recommended Action: It is recommended that the City Council adopt the Ordinance adding Chapters 4 and 5 of Title 11 of the Antioch Municipal Code prohibiting retaliation and harassment of residential tenants.

**COUNCIL MEMBER BARBANICA RETURNED TO THE DAIS AFTER COUNCIL VOTE ON CONSENT CALENDAR AGENDA ITEM #E.**

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

- F.** SECOND READING – ORDINANCE CHANGING THE CITY ADMINISTRATION’S ORGANIZATIONAL STRUCTURE BY TRANSFERRING, FROM THE CITY MANAGER TO THE CITY COUNCIL, THE AUTHORITY TO APPOINT, SUPERVISE, AND REMOVE THE CHIEF OF POLICE (*Introduced on August 22, 2023*)

***Council motioned to amend and bring back ordinance,  
Failed, 2/3 (Barbanica, Ogorchock, Thorpe)***

Recommended Action: It is recommended that the City Council adopt an ordinance (1) amending section 2-2.06(B)(2) of the Antioch Municipal Code removing the Chief of Police from the City Manager’s appointment, discipline, and removal power, and (2) adding a new Article 4 to Chapter 3 of Title 2 of the Antioch Municipal Code, so that the Chief is appointed by and serves at the pleasure of the City Council, and setting out some general duties and responsibilities of the Police Chief.

- G.** CONTINUANCE OF EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR QUALIFIED LATERAL AND ENTRY LEVEL POLICE OFFICERS

***Reso No. 2023/144 adopted, 4/0/1 (Torres-Walker Abstained)***

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the Acting City Manager or designee to continue the employee referral and recruitment signing bonus and incentive program for qualified lateral and entry level (academy graduate and recruit) Police Officers for a total program amount of up to \$300,000 during Fiscal Year 2023-2024.

- H.** AUTHORIZE RESPONSE TO GRAND JURY REPORT NO. 2306 “AFFORDABLE HOUSING: A PLAN WITHOUT A HOME”

***Reso No. 2023/145 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the Mayor to sign and submit the City of Antioch’s response to the Contra Costa Civil Grand Jury Report No. 2306 “Affordable Housing: A Plan Without a Home”.

- I.** ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY PAVEMENT REHABILITATION, PHASE 9 (P.W. 678-9)

***Reso No. 2023/146 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9.

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

- J.** SEVENTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH WOODARD & CURRAN FOR THE WEST ANTIOCH CREEK SILT REMOVAL PROJECT (P.W. 201-5A)

***Reso No. 2023/147 adopted, 4/0/1 (Wilson-Absent)***

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

- 1) Approving a seventh amendment to the Consulting Services Agreement with Woodard & Curran for professional consulting services for the West Antioch Creek Silt Removal Project in the amount of \$152,992 for a total contract amount of \$1,826,000; and
- 2) Authorizing the Acting City Manager or designee to execute the seventh amendment to the consulting services agreement in a form approved by the City Attorney.

- K.** RESOLUTION APPROVING THE UPDATES TO THE RECREATION SERVICES MANAGER CLASS SPECIFICATION AND ASSIGNING TO SENIOR MANAGEMENT IN THE MANAGEMENT BARGAINING UNIT

***Reso No. 2023/148 adopted, 4/0/1 (Wilson-Absent)***

Recommended Action: It is recommended that the City Council adopt the resolution approving the updates to the Recreation Services Manager class specification and assigning the Recreation Services Manager to Senior Management in the Management Bargaining Unit.

**COUNCIL REGULAR AGENDA**

- 7.** NEW CLASS SPECIFICATION FOR PRINCIPAL PLANNER, ASSIGNMENT OF A SALARY RANGE, AND ASSIGNMENT OF THE CLASSIFICATION TO THE MANAGEMENT BARGAINING UNIT

***Reso No. 2023/149 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution (1) approving a new class specification for Principal Planner, (2) assigning a salary range, (3) assigning the classification to the Management Bargaining Unit, and (4) authorizing the Acting City Manager or designee to make the necessary adjustments to the Fiscal Year 2024 and 2025 budget to fund the position, in the amount of \$22,953 and \$38,402 respectively(s).

## **COUNCIL REGULAR AGENDA – Continued**

8. AMENDMENT TO THE FISCAL YEAR 2024 AND 2025 BUDGET TO FUND ONE (1) SENIOR PLANNER, ONE (1) PRINCIPAL PLANNER, AND ONE (1) PLANNING MANAGER IN LIEU OF TWO (2) PRINCIPAL PLANNERS

***Reso No. 2023/150 adopted, 5/0***

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

- 1) Amending the Community Development Planning Division personnel budget in the amount of \$293,157 for Fiscal Year 2023-24 and \$308,925 for Fiscal Year 2024-25 to fund one (1) Senior Planner, (1) Principal Planner, and one (1) Planning Manager, instead of two (2) Principal Planners; and
- 2) Authorizing the Acting City Manager or designee to make the necessary Fiscal Year 2024 and 2025 budget adjustments.

9. RESOLUTION APPROVING THE FIFTH AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THOMAS LLOYD SMITH FOR CITY ATTORNEY SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT

***Reso No. 2023/151 adopted with amendment changing  
\*authorizing the Acting City Manager or designee..., 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution approving the Fifth Amendment to the Employment Agreement with Thomas Lloyd Smith for City Attorney Services, authorizing the Mayor to sign the Amendment, and ~~\*authorizing the Finance Director~~ to make the necessary Fiscal Year 2025 budget adjustment.

10. CITY COUNCIL 90-DAY REQUEST LIST – DISCUSSION ON FALSE ALARM POLICY AND THE FEES THAT ARE CHARGED TO ANTIOCH RESIDENTS

***Mayor Pro Tem Torres-Walker to meet with staff***

Recommended Action: It is recommended that the City Council discuss false alarm fees that are charged to Antioch residents and provide direction to staff.

## **PUBLIC COMMENTS**

## **STAFF COMMUNICATIONS**

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

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

***Motioned to adjourn meeting at 11:07 p.m., 5/0***

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 12, 2023

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

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

**APPROVED BY:** Kwame Reed, Acting City Manager

**SUBJECT:** Resolution Approving a New Class Specification for Property and Evidence Supervisor, Assigning a Salary Range, and Assigning the Classification to the Management (Mid/Prof.) Bargaining Unit

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the New Class Specification for Property and Evidence Supervisor, assigning a salary range, and assigning the classification to the Management (Mid/Prof.) Bargaining Unit.

**FISCAL IMPACT**

The salary range (without benefits) for one (1) Property and Evidence Supervisor is \$106,716 - \$129,720. The total annual range of cost of funding one (1) Property and Evidence Supervisor is (Step A – Step E) \$201,540 to \$237,998. The position and funding was approved as a Police Evidence Supervisor in the adopted 2023-25 budget. The attached resolution will update the position title included in the budget.

**DISCUSSION**

This classification will plan, direct, manage, and oversee the activities and operations of Property and Evidence Unit and within the police department; supervises assigned staff, performs technical support duties to provide effective storage, maintenance, and control of police department property and evidence, and performs related duties as assigned. Some of the duties include:

- Assume management responsibility for assigned services and activities of the Property and Evidence Unit within the police department; participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs, recommend, and administer policies and procedures; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend best practices within department policy.
- Plan, direct, coordinate and review the work plan for the Property and Evidence Unit staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures, meet with staff to identify and resolve problems;

ensure 24/7 day-to-day operations and functions of providing non-emergency police support services to the public and Police Officers are carried out in accordance with department policies; federal and state laws, and other requirements in the most efficient and effective manner that contributes to the safety and well-being of the public and department personnel.

- Coordinate recording and storing of all evidence and found property; coordinate security and maintenance of the department's property room in accordance with state law and best practices and department regulations and ensures compliance with relevant OSHA and City safety regulations; select, train, and motivate assigned personnel, coordinate training, work with employees to correct deficiencies; implement discipline and termination procedures; oversee and participate in the development and administration of the annual budget for the Property and Evidence Unit; perform regular and detailed audits of stored items and ensure integrity of records associated with inventory control and documentation; serves as a liaison with the Investigations Unit and patrol staff regarding property handling and chain of custody.

Please refer to Attachment A – Exhibit 1 for the Property and Evidence Supervisor Specification.

## **ATTACHMENTS**

### **A. Resolution**

Exhibit 1 to Resolution – Property and Evidence Class Specification

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A NEW CLASS SPECIFICATION FOR PROPERTY AND EVIDENCE  
SUPERVISOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE  
CLASSIFICATION TO THE MANAGEMENT (MID/PROF.) BARGAINING UNIT**

**WHEREAS**, the City has an interest in the effective and efficient management of the classification plan;

**WHEREAS**, the City recognizes the importance of having competent management and oversight of the Property and Evidence Unit activities and operations;

**WHEREAS**, the City recognizes the Property and Evidence Supervisor position is more cost effective, prudent, and in line with industry standards;

**WHEREAS**, for internal equity purposes the recommended salary range for the Property and Evidence Supervisor Classification is \$8,893 - \$10,810 per month;

**WHEREAS**, the Management (Mid/Prof.) Bargaining Unit has reviewed and approved the Class Specification; and

**WHEREAS**, the title of Police Evidence Supervisor in the adopted 2023-25 budget should be replaced with Property and Evidence Supervisor.

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

**Section 1.** The Class Specification for the classification of Property and Evidence Supervisor, attached hereto as "Exhibit 1", is hereby approved and added to the City of Antioch Employees' Classification System;

**Section 2.** The Property and Evidence Supervisor Classification is hereby assigned a monthly salary range of \$8,893 - \$10,810;

**Section 3.** The Property and Evidence Supervisor Classification is hereby assigned to the Management (Mid/Prof.) Bargaining Unit with Tier 3 Administrative Leave; and

**Section 4.** The title of Police Evidence Supervisor in the adopted 2023-25 budget shall be replaced with Property and Evidence Supervisor.

\* \* \* \* \*



**RESOLUTION NO. 2023/\*\***

September 12, 2023

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**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12<sup>th</sup> day of September 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## **PROPERTY AND EVIDENCE SUPERVISOR**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### **SUMMARY DESCRIPTION**

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Property and Evidence within the Police Department; supervises assigned staff, performs technical support duties to provide effective storage, maintenance, and control of police department property and evidence; and performs related duties as assigned.

### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assume management responsibility for assigned services and activities of the Property and Evidence Unit within the Police Department.
2. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate, and review the work plan for the Property and Evidence Unit staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. Ensure 24/7 day-to-day operations and functions of providing non-emergency Police support services to the public and Police Officers are carried out in accordance with Department policies, state laws, and other requirements in the most efficient and effective manner that contributes to the safety and well-being of the public and departmental personnel.
6. Coordinate recording and storing of all evidence and found property; coordinates security and maintenance of department's property room in accordance with state laws, industry best practice, and department regulations; and ensures compliance with relevant OSHA and City safety regulations.
7. Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
8. Oversee and participate in the development and administration of the annual budget for the Property and Evidence Unit; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
9. Perform regular, detailed audits of stored items and ensures integrity of records associated with inventory control and documentation; serves as a liaison with investigations and patrol staff regarding property handling and security, and chain of custody.

**CITY OF ANTIOCH**

**PROPERTY AND EVIDENCE SUPERVISOR (CONTINUED)**

10. Assist in the purchasing of property and evidence packaging, cleaning, and other supplies, equipment, and materials as necessary; research service providers and makes recommendations regarding contract services.
11. Secures court orders for the destruction of controlled substances and firearms on adjudicated cases. Research officers' reports for required information. Enters crime gun information into California Law Enforcement Telecommunication System (CLETS).
12. Manage, issue, and track inventory of equipment for police department employees.
13. Respond to and resolve difficult and sensitive citizen inquiries and complaints; establishes and maintains positive working relationships with co-workers, City employees and the public using principles of good customer service.
14. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Principles and practices of law enforcement property and evidence room management.
- Methods, procedures, principles, practices, and terminology used in property and evidence handling, processing, recording, preservation, storage, destruction, and release.
- Pertinent federal, state, and local laws, codes, and regulations including those relating to the safekeeping, processing, and disposition of property and evidence.
- Principles of supervision, training, and performance evaluation.
- Principles and practices of project management and administration.
- Principles of budget management.
- Law enforcement systems and technology platforms including current and emerging technologies.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and practices of customer service.

**Ability to:**

- Oversee and participate in the management of the Police Department's Property and Evidence Unit.
- Oversee, direct, and coordinate the work of lower-level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer budgets.
- Prepare clear and concise administrative and financial reports.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Understand the organization and operation of the City, assigned programs, and of outside agencies as necessary to assume assigned responsibilities.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Understand software systems; evaluate and research products to be used in support services.
- Operate office equipment including computers and supporting word processing,

- spreadsheet, and database applications.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

### **Education and Experience Guidelines**

#### **Education/Training:**

Equivalent to the completion of the twelfth grade supplemented by college level course work in business administration, public administration, management, criminal justice, communications, or a related field. A Bachelor's degree is preferred.

#### **Experience:**

Three years of increasingly responsible experience in the coordination and disposition of Property and Evidence or forensic science or crime scene investigations.

#### **License:**

Possession of an appropriate, valid driver's license. An out-of-state valid Motor Vehicle Operator's License will be accepted during the application process, but a valid California license must be obtained within six (6) months of appointment to the position.

### **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting and may be occasionally exposed to fumes, airborne particles, and toxic or caustic chemicals; extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration; and the noise level in the work environment is usually moderate.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office and evidence room setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

Created: July 2023

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short-term basis in order to provide job enrichment opportunities or to address emergency situations.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 12, 2023

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager/Economic Development Director 

**SUBJECT:** Discussion on Hiring of Retired Police Officers

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### **RECOMMENDED ACTION**

It is recommended that the City Council discuss the idea of potentially hiring retired Police Officers.

### **FISCAL IMPACT**

The recommended action has no fiscal impact.

### **DISCUSSION**

This item is for discussion and was placed on the agenda in response to a request by Councilmember Barbanica. The Acting City Manager, the Antioch Police Department, and the Human Resources Department are engaged in discussions to address current vacancies at the Police Department as soon as possible. Councilmember Barbanica suggested that the City consider hiring retired Police Officers to provide temporary coverage for certain non-sworn duties within the Police Department. The Acting City Manager will consider all options and make necessary efforts to address the current staffing concerns in the Police Department.

### **ATTACHMENTS**

None



## NATIONAL HISPANIC HERITAGE MONTH

September 15 – October 15, 2023

*WHEREAS, each year, Americans observe National Hispanic Heritage Month from September 15 to October 15 by celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America;*

*WHEREAS, in the last decade, Latinos grew the population of the United States by approximately 9,829,000 individuals, accounting for more than one-half of the total population growth in the country during that period. Hispanic Americans are 19.1 percent of the total population of the United States and the largest ethnic minority group in the United States;*

*WHEREAS, the Hispanic population in the United States includes the third largest population of Latinos worldwide, exceeding the size of the population in every Latin American and Caribbean country, except Mexico and Brazil;*

*WHEREAS, Antioch is home to the second-largest population of Latinos in Contra Costa County, estimated at 40,000, following the City of Richmond's estimate of 50,000 Latinos;*

*WHEREAS, in 2020, Hispanic-owned businesses represented 6.5 percent of all business in the United States and were the fastest-growing segment of small businesses in the United States;*

*WHEREAS, as of 2020, there were more than 200,000 Hispanic members of the Armed Forces serving on active duty and approximately 1,400,000 Hispanic veterans of the Armed Forces. Hispanic Americans serve in all branches of the Armed Forces and have fought bravely in every war in the history of the United States;*

*WHEREAS, Hispanic Americans are dedicated public servants, holding posts at the highest levels of the Government of the United States, including 1 seat on the Supreme Court of the United States, 6 seats in the Senate, and 46 seats in the House of Representatives; and*

*WHEREAS, Hispanic Americans harbor a deep commitment to family and community, an enduring work ethic, and a perseverance to succeed and contribute to society.*

*NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim the days of September 15 through October 15, 2023, as "National Hispanic Heritage Month" and encourage the community to learn about and celebrate the generations of Hispanic and Latin Americans who have positively influenced and enriched our nation and society.*

SEPTEMBER 12, 2023

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LAMAR A. THORPE, Mayor





# GIVE THE GIFT OF WARMTH COAT DRIVE

**SEP 6  
THRU  
NOV 6**



**Collecting gently used scarves, gloves,  
boots, & coats (no holes or stains).**

Donations can be dropped off at the  
following locations:

**Public Safety & Community Resources  
Department—4703 Lone Tree Way  
Antioch City Hall—200 H Street**

*Hosted by  
Antioch Council of Teens*

*Scan the QR Code  
for those who want  
to donate.*





# TEEN JAZZ & HIP HOP

Join the fun and come dance with the latest music  
to jazz and hip hop.



Learn the fundamentals of both while having fun!

3:30-5:30PM | Mo, We | 12-14 YRS | **#10632\***

3:30-5:30PM | Tu, Th | 15-18 YRS | **#10633\***

September 11–November 16

**FREE!**

Nick Rodriguez Community Center  
Physical Fitness Room  
213 F Street, Antioch, CA  
Registration needed  
[antiochca.gov/register](http://antiochca.gov/register)

*\*Priority given to Antioch residents and/or AUSD students.*



FOOD TRUCK THURSDAY  
SEPTEMBER 21, 2023  
4PM-8PM

# BIG TRUCK DAY



BRING THE WHOLE FAMILY TO EXPERIENCE  
THE TRUCKS THAT HELP OUR CITY FUNCTION

ANTIOCH COMMUNITY CENTER  
4703 LONE TREE WAY

**ANTIOCH**  
CALIFORNIA  
OPPORTUNITY LIVES HERE



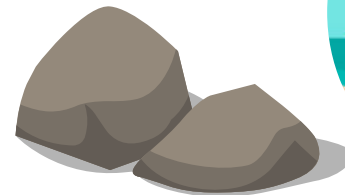
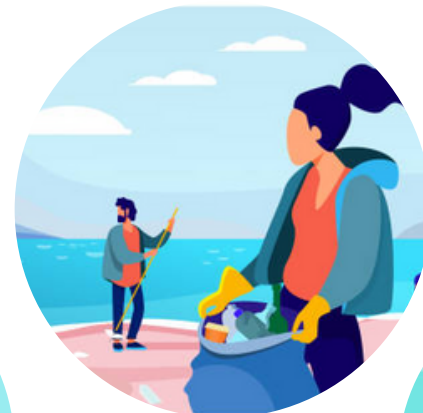
[ANTIOCHCA.GOV/RECREATION/SPECIAL-EVENTS](http://ANTIOCHCA.GOV/RECREATION/SPECIAL-EVENTS)

# COASTAL CLEANUP DAY

## SEPTEMBER 23 | 9AM-12PM

**ANTIOCH WATER PARK & ANTIOCH MARINA**

**TO VOLUNTEER, REGISTER AT**  
**[WWW.ANTIOCHCA.GOV/COASTALCLEANUP](http://WWW.ANTIOCHCA.GOV/COASTALCLEANUP)**  
**OR CALL 925-776-3050**



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**LET'S KEEP TRASH OUT OF OUR WATERWAYS!**

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on one of the various Boards, Commissions, and Committees. Any interested resident is invited to apply for the following vacancies by **5:00 p.m., on Friday, September 29, 2023:**

➤ **BOARD OF ADMINISTRATIVE APPEALS**

- One (1) Vacancy, expiring March 2024
- One (1) Vacancy, expiring March 2026
- One (1) Alt. Vacancy, 2-year term, expiring March 2025

➤ **PARKS AND RECREATION COMMISSION**

- One (1) Vacancy, expiring March 2024
- One (1) Vacancy, expiring March 2026

➤ **PLANNING COMMISSION**

- Two (2) Vacancies, expiring October 2027

➤ **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

- One (1) Vacancy, expiring March 2024
- Two (2) Vacancies, expiring March 2026

To be considered for the vacancy position(s) listed above, please fill out and sign the "Community Service Application" form available online on the City's website at: <https://bit.ly/COA-BC23>. Printed applications are also available at Antioch City Hall, 200 H Street, Antioch, CA.

Please return the completed application by the deadline date listed above, by email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov). You can also drop off the application (Attn: City Clerk), in the water billing drop-off box outside Antioch City Hall.



***Your interest and desire to serve our community can make a difference.***

**#5**



**BOARD OF ADMINISTRATIVE APPEALS**

*One (1) Vacancy, expiring March 2024*

*One (1) Vacancy, expiring March 2026*

*One (1) Alt. Vacancy, 2-year term, expiring March 2025*

**Deadline Date: By 5:00 p.m., September 29, 2023**

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Board of Administrative Appeals hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code Interpretations.

**Board Seats:**

- Five (5) Board Members, 4-year terms.
- One (1) Alternate Board Member, 2-year term.



**Meetings:**

- Held every first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.

**Requirements:**

- Must be a resident of the City of Antioch.
- Three (3) members shall have experience in building construction trades and/or training in the CA Code of Regulations.
- Board members are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Board members are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.

To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



**Community Service Application for:  
BOARD OF ADMINISTRATIVE APPEALS**

*One (1) Vacancy, expiring March 2024*

*One (1) Vacancy, expiring March 2026*

*One (1) Alt. Vacancy, 2-year term, expiring March 2025*

**Deadline Date: By 5:00 p.m., September 29, 2023**

\*Required field

| APPLICANT INFORMATION                                                                                                                                                                                                                  |                      |                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------|
| <input type="checkbox"/> Youth 14-17                                                                                                                                                                                                   |                      |                           |
| *Full Name:                                                                                                                                                                                                                            | Main Phone:<br>(   ) | Alternate Phone:<br>(   ) |
| *Residence Address:<br><br><b>Antioch, CA</b>                                                                                                                                                                                          | E-mail Address:      |                           |
| Employer/School:                                                                                                                                                                                                                       | Occupation:          | Resident since:           |
| *PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)                                                                                                                                                                         |                      |                           |
| *Full Name:                                                                                                                                                                                                                            | Main Phone:<br>(   ) | Alternate Phone:<br>(   ) |
| *Residence Address:<br><br><b>Antioch, CA</b>                                                                                                                                                                                          | E-mail Address:      |                           |
| *QUESTIONNAIRE                                                                                                                                                                                                                         |                      |                           |
| Please answer the questions below on a <u>separate sheet(s)</u> and attach. Applications without these questions answered will <u>not</u> be considered. Please attach your resume ( <i>recommended to enhance your application</i> ). |                      |                           |
| 1. List (3) main reasons for your interest in joining the Boards of Administrative Appeals.                                                                                                                                            |                      |                           |
| 2. What skills/experience do you have that would be helpful in serving on this Board?                                                                                                                                                  |                      |                           |
| 3. Please provide details of any previous community service performed within the City of Antioch.                                                                                                                                      |                      |                           |
| 4. Please add any other information/comments that would be helpful in reviewing your application.                                                                                                                                      |                      |                           |
| *ACKNOWLEDGEMENTS                                                                                                                                                                                                                      |                      |                           |
| My signature below indicates my understanding and acknowledgement that:                                                                                                                                                                |                      |                           |
| <input type="checkbox"/> *This completed application is available for public review ( <i>youth applications are exempt</i> ).                                                                                                          |                      |                           |
| <input type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement.                                                                                                                                |                      |                           |
| <input type="checkbox"/> *To the best of my ability, I will attend the Board of Administrative Appeals regular meetings every 1 <sup>st</sup> Thursday of the Month, at 3:00 p.m.                                                      |                      |                           |

**Please return completed application by:**

- Mail to: Office of the City Clerk  
P.O. Box 5007, Antioch CA 94531
- In Person: Antioch City Hall-Clerk's Office  
200 H Street, 3<sup>rd</sup> Floor
- Email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov)

|                            |       |
|----------------------------|-------|
| *Applicant Signature       | *Date |
| *Parent/Guardian Signature | *Date |

*(An original, signed application with parent/ guardian signature is required, if a minor)*



The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions, as well as engaging the community in programs and services. The Commission also surveys current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.

**Commission Seats:**

- Seven (7) Commission Members, 4-year terms.

**Meetings:**

- Held every third Thursday of every month at 7:00 p.m. in the City Council Chambers; or on other dates as needed.

**Requirements:**

- Must be a resident of the City of Antioch.
- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.



To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



# Community Service Application for: **PARKS & RECREATION COMMISSION**

*One (1) Vacancy, expiring March 2024*  
*One (1) Vacancy, expiring March 2026*

\*Required field

**Deadline Date: By 5:00 p.m., September 29, 2023**

| APPLICANT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                           | <input type="checkbox"/> Youth 14-17 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------|--------------------------------------|
| *Full Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Main Phone:<br>(   ) | Alternate Phone:<br>(   ) |                                      |
| *Residence Address:<br><b>Antioch, CA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | E-mail Address:      |                           |                                      |
| Employer/School:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Occupation:          | Resident since:           |                                      |
| *PARENT/GUARDIAN INFORMATION (if applicant is age 14-17 years)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      |                           |                                      |
| *Full Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Main Phone:<br>(   ) | Alternate Phone:<br>(   ) |                                      |
| *Residence Address:<br><b>Antioch, CA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | E-mail Address:      |                           |                                      |
| *QUESTIONNAIRE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      |                           |                                      |
| <p>Please answer the questions below on a <u>separate sheet(s)</u> and attach. Applications without these questions answered will <u>not</u> be considered. Please attach your resume (<i>recommended to enhance your application</i>).</p> <ol style="list-style-type: none"> <li>1. List (3) main reasons for your motivation to join the Parks &amp; Recreation Commission.</li> <li>2. What skills/experience do you have that would be helpful in serving on this Commission?</li> <li>3. Please provide details of any previous community service performed within the City of Antioch.</li> <li>4. Please add any other information/comments that would be helpful in reviewing your application.</li> </ol> |                      |                           |                                      |
| *ACKNOWLEDGEMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                           |                                      |
| <p><b>My signature below indicates my understanding and acknowledgement that:</b></p> <p><input type="checkbox"/> *This completed application is available for public review (<i>youth applications are exempt</i>).</p> <p><input type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement.</p> <p><input type="checkbox"/> *To the best of my ability, I will attend the Parks &amp; Recreation Commission regular meetings every 3<sup>rd</sup> Thursday of the month at 7:00 p.m.</p>                                                                                                                                                                                    |                      |                           |                                      |

**Please return completed application by:**

- Mail to: Office of the City Clerk  
P.O. Box 5007, Antioch CA 94531
- In Person: Antioch City Hall-Clerk's Office  
200 H Street, 3<sup>rd</sup> Floor
- Email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov)

|                                                                                                 |              |
|-------------------------------------------------------------------------------------------------|--------------|
| _____                                                                                           | _____        |
| <b>*Applicant Signature</b>                                                                     | <b>*Date</b> |
| _____                                                                                           | _____        |
| <b>*Parent/Guardian Signature</b>                                                               | <b>*Date</b> |
| <i>(An original, signed application with parent/guardian signature is required, if a minor)</i> |              |

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Planning Commission review and make recommendations to the City Council on the physical development of the City: all provisions of the General Plan, land use, and zoning as specified by the Zoning Code, and as set forth in the State Government Code and the California Environmental Quality Act (CEQA). The Commission also reviews site plans, architectural design, signs, or other exterior design features of new and remodeled buildings.

**Commission Seats:**

- Seven (7) Commission Members, 4-year terms.

**Meetings:**

- Held every first and third Wednesday of every month at 6:30 p.m. in the City Council Chambers; or on other dates as needed.

**Requirements:**

- Must be a resident of the City of Antioch.
- Members are subject to The Brown Act open meeting law.
- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.



To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



\*Required field

**Deadline Date: By 5:00 p.m., September 29, 2023**

| APPLICANT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Youth 14-17 |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------|-------|-----------------------------|--------------|-------|-------|-----------------------------------|--------------|-------------------------------------------------------------------------------------------------|--|
| *Full Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Main Phone:<br>(   ) | Alternate Phone:<br>(   )                                                                                                                                                                                                                                                                                                                                                                       |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| *Residence Address:<br><b>Antioch, CA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | E-mail Address:      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| Employer/School:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Occupation:          | Resident since:                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| *PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| *Full Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Main Phone:<br>(   ) | Alternate Phone:<br>(   )                                                                                                                                                                                                                                                                                                                                                                       |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| *Residence Address:<br><b>Antioch, CA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | E-mail Address:      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| *QUESTIONNAIRE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| <p>Please answer the questions below on a <u>separate sheet(s)</u> and attach. Applications without these questions answered will <u>not</u> be considered. Please attach your resume (<i>recommended to enhance your application</i>).</p> <ol style="list-style-type: none"> <li>List (3) main reasons for your motivation to join the Planning Commission.</li> <li>What skills or experience do you have that will serve the Planning Commission?</li> <li>What do you think is the single most important skill for a Planning Commissioner?</li> <li>Do you have any particular areas of interest with respect to Planning?</li> <li>Please add any other information/comments that would be helpful in reviewing your application.</li> </ol> |                      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| *ACKNOWLEDGEMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| <p><b>My signature below indicates my understanding and acknowledgement that:</b></p> <p><input type="checkbox"/> *This completed application is available for public review (<i>youth applications are exempt</i>).</p> <p><input type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement.</p> <p><input type="checkbox"/> *To the best of my ability, I will attend the Planning Commission regular meetings:<br/> <b>Every 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of the month at 6:30 p.m.</b></p>                                                                                                                                                                                                 |                      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| <p><b><u>Please return completed application by:</u></b></p> <ul style="list-style-type: none"> <li>• Mail to: Office of the City Clerk<br/>P.O. Box 5007, Antioch CA 94531</li> <li>• In Person: Antioch City Hall-Clerk's Office<br/>200 H Street, 3<sup>rd</sup> Floor</li> <li>• Email to: <a href="mailto:cityclerk@antiochca.gov">cityclerk@antiochca.gov</a></li> </ul>                                                                                                                                                                                                                                                                                                                                                                      |                      | <table border="1"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td><b>*Applicant Signature</b></td> <td><b>*Date</b></td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td><b>*Parent/Guardian Signature</b></td> <td><b>*Date</b></td> </tr> <tr> <td colspan="2"><i>(An original, signed application with parent/guardian signature is required, if a minor)</i></td> </tr> </table> |                                      | _____ | _____ | <b>*Applicant Signature</b> | <b>*Date</b> | _____ | _____ | <b>*Parent/Guardian Signature</b> | <b>*Date</b> | <i>(An original, signed application with parent/guardian signature is required, if a minor)</i> |  |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | _____                |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| <b>*Applicant Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>*Date</b>         |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | _____                |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| <b>*Parent/Guardian Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>*Date</b>         |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |
| <i>(An original, signed application with parent/guardian signature is required, if a minor)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      |                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |       |       |                             |              |       |       |                                   |              |                                                                                                 |  |

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The 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. Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. 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.

**Committee Seats:**

- Seven (7) Members, 4-year terms.

**Meetings:**

- The Committee shall meet at least twice a year.

**Requirements:**

- Must be a resident of the City of Antioch.
- At least one member of the Committee shall have a financial, accounting or auditing background.
- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.



To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.

Community Service Application for:  
**SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

One (1) Vacancy, expiring March 2024  
Two (2) Vacancies, expiring March 2026

**Deadline Date: By 5:00 p.m., September 29, 2023**

\*Required field

| APPLICANT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                         | <input type="checkbox"/> Youth 14-17 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------|--------------------------------------|
| *Full Name:                                                                                                                                                                                                                                                                                                                                                                                                               | Main Phone:<br>( ) | Alternate Phone:<br>( ) |                                      |
| *Residence Address:<br><b>Antioch, CA</b>                                                                                                                                                                                                                                                                                                                                                                                 | E-mail Address:    |                         |                                      |
| Employer/School:                                                                                                                                                                                                                                                                                                                                                                                                          | Occupation:        | Resident since:         |                                      |
| *PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)                                                                                                                                                                                                                                                                                                                                                            |                    |                         |                                      |
| *Full Name:                                                                                                                                                                                                                                                                                                                                                                                                               | Main Phone:<br>( ) | Alternate Phone:<br>( ) |                                      |
| *Residence Address:<br><b>Antioch, CA</b>                                                                                                                                                                                                                                                                                                                                                                                 | E-mail Address:    |                         |                                      |
| *QUESTIONNAIRE                                                                                                                                                                                                                                                                                                                                                                                                            |                    |                         |                                      |
| Please answer the questions below on a <u>separate sheet(s)</u> and attach. Applications without these questions answered will <u>not</u> be considered. Please attach your resume ( <i>recommended to enhance your application</i> ).                                                                                                                                                                                    |                    |                         |                                      |
| 1. List (3) main reasons for your motivation to join the Sales Tax Citizens' Oversight Committee.<br>2. Do you have a financial or accounting background? If so, please provide details.<br>3. What skills/experience do you have that would be helpful in serving on this Committee?<br>4. Please add any other information/comments that would be helpful in reviewing your application.                                |                    |                         |                                      |
| *ACKNOWLEDGEMENTS                                                                                                                                                                                                                                                                                                                                                                                                         |                    |                         |                                      |
| My signature below indicates my understanding and acknowledgement that:                                                                                                                                                                                                                                                                                                                                                   |                    |                         |                                      |
| <input type="checkbox"/> *This completed application is available for public review ( <i>youth applications are exempt</i> ).<br><input type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement.<br><input type="checkbox"/> *To the best of my ability, I will attend the Sales Tax Citizens' Oversight Committee regular meetings which meet <b>at least 2 times annually</b> . |                    |                         |                                      |

**Please return completed application by:**

- Mail to: Office of the City Clerk  
P.O. Box 5007, Antioch CA 94531
- In Person: Antioch City Hall-Clerk's Office  
200 H Street, 3<sup>rd</sup> Floor
- Email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov)

\_\_\_\_\_  
\*Applicant Signature

\_\_\_\_\_  
\*Date

\_\_\_\_\_  
\*Parent/Guardian Signature

\_\_\_\_\_  
\*Date

(An original, signed application with parent/guardian signature is required, if a minor)



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 12, 2023

**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 August 8, 2023

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of August 8, 2023.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 12, 2023

**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 August 22, 2023

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of August 22, 2023.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
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FUND/CHECK#

**100 General Fund**  
**Non departmental**

|          |                                 |                          |              |
|----------|---------------------------------|--------------------------|--------------|
| 00408248 | ABRIL ROOFING INC               | REFUND CBSC FEE          | 3.60         |
| 00408264 | BAY ALARM COMPANY               | MONITORING SERVICES      | 4,480.45     |
| 00408272 | CA BUILDING STANDARDS           | CBSC FEES                | 3,134.70     |
| 00408276 | EMPLOYEE                        | OVERPAYMENT REFUND       | 350.16       |
| 00408289 | DEPT OF CONSERVATION            | SMIP FEES                | 8,914.42     |
| 00408298 | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM        | 45,781.34    |
| 00408333 | QUADIENT LEASING USA INC        | POSTAGE                  | 3,003.13     |
| 00408403 | DIAMOND HILLS SPORT CLUB        | PAYROLL                  | 80.00        |
| 00408423 | IN SHAPE HEALTH CLUBS           | PAYROLL                  | 344.98       |
| 00408426 | LAW OFFICE OF RUTHANN G ZIEGLER | LEGAL SERVICES RENDERED  | 797.50       |
| 00408429 | LIFE INSURANCE CO OF NA         | PAYROLL                  | 4,507.24     |
| 00408443 | MUNICIPAL POOLING AUTHORITY     | PAYROLL                  | 2,136.51     |
| 00408444 | MUNICIPAL POOLING AUTHORITY     | PAYROLL                  | 1,242.80     |
| 00408453 | OPERATING ENGINEERS LOCAL NO 3  | PAYROLL                  | 3,944.00     |
| 00408456 | PARS                            | PAYROLL                  | 12,094.41    |
| 00408463 | RANEY PLANNING & MANAGEMENT     | PROFESSIONAL SERVICES    | 4,278.55     |
| 00408472 | STANTEC CONSULTING SERVICES     | PROFESSIONAL SERVICES    | 38,173.50    |
| 00408474 | STATE OF CALIFORNIA             | PAYROLL                  | 715.28       |
| 00408475 | STATE OF CALIFORNIA             | PAYROLL                  | 177.41       |
| 00408476 | STATE OF CALIFORNIA             | PAYROLL                  | 30.00        |
| 00408477 | STATE OF CALIFORNIA             | PAYROLL                  | 120.00       |
| 00408478 | STATE OF CALIFORNIA             | PAYROLL                  | 534.70       |
| 00408502 | AFLAC                           | INSURANCE PREMIUM        | 6,386.04     |
| 00408529 | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM        | 46,419.47    |
| 00408559 | QUADIENT LEASING USA INC        | POSTAGE                  | 2,110.83     |
| 00408640 | COLONIAL LIFE                   | MONTHLY PREMIUM          | 1,411.26     |
| 00408644 | CONTRA COSTA COUNTY             | PAYROLL                  | 50.00        |
| 00408649 | CONTRA COSTA WATER DISTRICT     | FACILITY RESERVE CHARGES | 707,635.00   |
| 00408650 | CONTRA COSTA WATER DISTRICT     | TREATED WATER CAPACITY   | 136,808.36   |
| 00408652 | COURT ORDERED DEBT COLLECTIONS  | PAYROLL                  | 284.47       |
| 00408663 | ECC REG FEE AND FIN AUTH        | ECCRFFA-RTDIM            | 2,353,358.16 |
| 00408685 | LIFE INSURANCE CO OF NA         | PAYROLL                  | 4,554.87     |
| 00408694 | MUNICIPAL POOLING AUTHORITY     | PAYROLL                  | 2,118.07     |
| 00408701 | PARS                            | PAYROLL                  | 8,380.71     |
| 00408715 | STATE OF CALIFORNIA             | PAYROLL                  | 82.64        |
| 00408716 | STATE OF CALIFORNIA             | PAYROLL                  | 30.00        |
| 00408717 | STATE OF CALIFORNIA             | PAYROLL                  | 120.00       |
| 00408718 | STATE OF CALIFORNIA             | PAYROLL                  | 534.70       |
| 00408719 | STATE OF CALIFORNIA             | PAYROLL                  | 1,303.12     |
| 00946167 | ANTIOCH PD SWORN MGMT ASSOC     | PAYROLL                  | 880.00       |
| 00946168 | ANTIOCH POLICE OFFICERS ASSOC   | PAYROLL                  | 21,054.70    |
| 00946169 | ANTIOCH PW EMPLOYEE'S ASSOC     | PAYROLL                  | 2,170.00     |
| 00946179 | NATIONWIDE RETIREMENT SOLUTION  | PAYROLL                  | 67,872.17    |
| 00946181 | NATIONWIDE RETIREMENT SOLUTION  | PAYROLL                  | 29,601.91    |
| 00946190 | LSA ASSOCIATES INC              | PROFESSIONAL SERVICES    | 4,477.50     |
| 00946192 | QUENVOLDS                       | SHOES                    | 300.00       |



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|                        |                                 |                            |           |
|------------------------|---------------------------------|----------------------------|-----------|
| 00946384               | NATIONWIDE RETIREMENT SOLUTION  | PAYROLL                    | 46,000.57 |
| 00946385               | NATIONWIDE RETIREMENT SOLUTION  | PAYROLL                    | 29,702.51 |
| <b>City Council</b>    |                                 |                            |           |
| 00408259               | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES  | 34.00     |
| 00408578               | VERIZON WIRELESS                | DATA USAGE                 | 105.08    |
| 00408651               | COSTCO                          | VARIOUS BUSINESS EXPENSES  | 135.59    |
| <b>City Attorney</b>   |                                 |                            |           |
| 00408361               | ATKINSON ANDELSON LOYA RUUD     | LEGAL SERVICES RENDERED    | 21,094.03 |
| 00408366               | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES  | 3,316.44  |
| 00408370               | BEST BEST AND KRIEGER LLP       | LEGAL SERVICES RENDERED    | 8,701.68  |
| 00408378               | BURKE WILLIAMS AND SORENSEN LLP | LEGAL SERVICES RENDERED    | 2,517.50  |
| 00408390               | CONTINUING EDUCATION OF THE BAR | MUNICIPAL LAW HANDBOOK     | 551.61    |
| 00408410               | FEDEX                           | SHIPPING                   | 43.16     |
| 00408427               | LEXISNEXIS                      | LEXIS NEXIS RESEARCH       | 244.00    |
| 00408428               | LIEBERT CASSIDY WHITMORE        | LEGAL SERVICES RENDERED    | 3,265.53  |
| 00408445               | MUNICIPAL POOLING AUTHORITY     | UNMET LIABILITY DEDUCTIBLE | 7,447.76  |
| 00408552               | OFFICE DEPOT INC                | OFFICE SUPPLIES            | 42.68     |
| 00408578               | VERIZON WIRELESS                | DATA USAGE                 | 104.78    |
| 00408625               | ATKINSON ANDELSON LOYA RUUD     | LEGAL SERVICES RENDERED    | 15,607.16 |
| 00408675               | HANKINSLAW                      | LEGAL SERVICES RENDERED    | 19,387.50 |
| 00408692               | MEYERS NAVE                     | LEGAL SERVICES RENDERED    | 47,832.64 |
| 00408696               | OFFICE DEPOT INC                | OFFICE SUPPLIES            | 121.68    |
| 00946172               | CANON FINANCIAL SERVICES        | COPIER LEASE               | 63.54     |
| <b>City Manager</b>    |                                 |                            |           |
| 00408298               | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM          | 114.26    |
| 00408357               | AMBIUS                          | PLANT SERVICES             | 340.91    |
| 00408382               | CASEY PRINTING INC              | PRINTING SERVICES          | 21,984.85 |
| 00408458               | PHOTOGRAPHY BY TISH             | PD STAFF HEADSHOTS         | 925.00    |
| 00408578               | VERIZON WIRELESS                | DATA USAGE                 | 94.17     |
| 00408638               | CITY OF CLAYTON                 | CONFERENCE FEES            | 70.00     |
| 00408651               | COSTCO                          | VARIOUS BUSINESS EXPENSES  | 209.86    |
| 00946172               | CANON FINANCIAL SERVICES        | COPIER LEASE               | 63.53     |
| <b>City Clerk</b>      |                                 |                            |           |
| 00408296               | EIDEN, KITTY J                  | MINUTES CLERK              | 1,150.00  |
| 00408353               | ACCONTEMPS                      | TEMP SERVICES              | 4,327.06  |
| 00408424               | INTERNATIONAL CONTACT INC       | INTERPRETATION SERVICES    | 1,720.86  |
| 00408485               | TOTAL RECALL CAPTIONING         | CLOSED CAPTIONING          | 460.00    |
| 00408528               | EIDEN, KITTY J                  | MINUTES CLERK              | 1,300.00  |
| 00408614               | ACCONTEMPS                      | TEMP SERVICES              | 1,133.28  |
| 00408696               | OFFICE DEPOT INC                | OFFICE SUPPLIES            | 120.77    |
| 00946380               | CARTER, RONN                    | CAMERA OPERATOR            | 483.00    |
| <b>City Treasurer</b>  |                                 |                            |           |
| 00408298               | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM          | 20.50     |
| 00408431               | LOOMIS ARMORED LLC              | ARMORED CAR SERVICES       | 288.38    |
| 00408703               | PFM ASSET MANAGEMENT LLC        | JULY ADVISORY SERVICES     | 11,586.88 |
| <b>Human Resources</b> |                                 |                            |           |
| 00408271               | CALIF DEPARTMENT OF JUSTICE     | FINGERPRINTS               | 3,576.00  |
| 00408290               | DIABLO LIVE SCAN LLC            | FINGERPRINTS               | 2,280.00  |





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|                                        |                                 |                           |           |
|----------------------------------------|---------------------------------|---------------------------|-----------|
| 00408310                               | IEDA INC                        | PROFESSIONAL SERVICES     | 5,637.32  |
| 00408326                               | NEOGOV                          | SUBSCRIPTION FEE          | 11,820.30 |
| 00408365                               | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 1,200.65  |
| 00408381                               | CALIF DEPARTMENT OF JUSTICE     | FINGERPRINTS              | 439.00    |
| 00408402                               | DIABLO LIVE SCAN LLC            | FINGERPRINTS              | 180.00    |
| 00408448                               | NEOGOV                          | SUBSCRIPTION FEE          | 24,572.00 |
| 00408496                               | WORXTIME LLC                    | SOFTWARE                  | 6,151.69  |
| 00408552                               | OFFICE DEPOT INC                | OFFICE SUPPLIES           | 317.33    |
| 00408561                               | REINKE, LISA MARIE              | TUITION REIMBURSEMENT     | 645.00    |
| 00946155                               | CANON FINANCIAL SERVICES        | MONTHLY COPIER RENTAL FEE | 278.43    |
| <b>Economic Development</b>            |                                 |                           |           |
| 00408259                               | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 2,613.46  |
| 00408305                               | HINDERLITER DE LLAMAS & ASSOC   | PROFESSIONAL SERVICES     | 3,460.00  |
| 00408574                               | SWEET, BRET ALEXANDER           | EXPENSE REIMBURSEMENT     | 256.60    |
| 00408578                               | VERIZON WIRELESS                | DATA USAGE                | 104.78    |
| 00946172                               | CANON FINANCIAL SERVICES        | COPIER LEASE              | 63.55     |
| <b>Finance Administration</b>          |                                 |                           |           |
| 00408452                               | OFFICE DEPOT INC                | OFFICE SUPPLIES           | 154.17    |
| 00408552                               | OFFICE DEPOT INC                | OFFICE SUPPLIES           | 43.24     |
| <b>Finance Accounting</b>              |                                 |                           |           |
| 00408298                               | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM         | 241.63    |
| 00408515                               | CALIF MUNICIPAL STATISTICS INC  | DEBT STATEMENT            | 480.00    |
| 00408529                               | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM         | 114.26    |
| 00408668                               | FIFTH ASSET INC                 | DEBTBOOK SUBSCRIPTION     | 7,500.00  |
| 00946164                               | SUPERION LLC                    | ASP SERVICE               | 22,126.89 |
| <b>Finance Operations</b>              |                                 |                           |           |
| 00408306                               | HOME DEPOT, THE                 | SUPPLIES                  | 380.39    |
| 00408452                               | OFFICE DEPOT INC                | OFFICE SUPPLIES           | 103.27    |
| 00408517                               | CMRTA                           | CMRTA DIVISION MEETING    | 40.00     |
| 00408552                               | OFFICE DEPOT INC                | OFFICE SUPPLIES           | 28.96     |
| <b>Non Departmental</b>                |                                 |                           |           |
| 00408258                               | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 801.00    |
| 00408262                               | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 2,758.41  |
| 00408329                               | PACIFIC CREDIT SERVICES         | COLLECTION FEES           | 69.75     |
| 00408391                               | CONTRA COSTA COUNTY LIBRARY     | LIBRARY MAINTENANCE       | 42,956.92 |
| 00408626                               | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 32.93     |
| <b>Public Works Street Maintenance</b> |                                 |                           |           |
| 00408252                               | ALL STAR RENTS                  | RENTAL EQUIPMENT          | 1,423.01  |
| 00408255                               | ANTIOCH ACE HARDWARE            | SUPPLIES                  | 75.49     |
| 00408265                               | BIG SKY LOGOS AND EMBROIDERY    | UNIFORMS                  | 43.89     |
| 00408304                               | HARRIS, RACHEL MARIE            | TRAINING REIMBURSEMENT    | 81.88     |
| 00408306                               | HOME DEPOT, THE                 | LUMBER                    | 456.32    |
| 00408337                               | SEECCLICKFIX                    | CONNECT ANNUAL LICENSE    | 291.26    |
| 00408367                               | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 124.74    |
| 00408379                               | C AND J FAVALORA TRUCKING INC   | TRUCKING SERVICE          | 810.00    |
| 00408459                               | PRINT CLUB                      | SIGNS                     | 482.90    |
| 00408468                               | SEECCLICKFIX                    | CONNECT ANNUAL LICENSE    | 3,238.67  |
| 00408487                               | TRANTEX TRANSPORTATION PRODUCTS | PIPE MANIFOLDS            | 1,814.75  |



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|--------------------------------------------|---------------------------------|----------------------------|------------|
| 00408491                                   | URBAN RESTORATION GROUP         | GRAFFITI REMOVER           | 1,435.51   |
| 00408498                                   | WSP USA ENV & INFRASTRUCTURE    | ASPHALT TESTING            | 836.77     |
| 00408499                                   | ZAP MANUFACTURING INC           | STREET SIGNS               | 2,867.35   |
| 00408527                                   | EAST BAY WORK WEAR              | SAFETY SHOES               | 1,679.95   |
| 00408531                                   | FURBER SAW INC                  | PARTS                      | 83.39      |
| 00408552                                   | OFFICE DEPOT INC                | OFFICE SUPPLIES            | 24.20      |
| 00408553                                   | OREILLY AUTO PARTS              | AUTO PARTS                 | 45.96      |
| 00408563                                   | ROADSAFE TRAFFIC SYSTEMS INC    | TRAFFIC CONTROL MATERIALS  | 6,934.01   |
| 00408568                                   | SHERWIN WILLIAMS CO             | PAINT SUPPLIES             | 188.73     |
| 00408573                                   | SUBURBAN PROPANE                | PROPANE                    | 553.11     |
| 00408705                                   | PRINT CLUB                      | SIGNS                      | 875.80     |
| 00408720                                   | STATEWIDE SAFETY SYSTEMS        | BARRICADE PLASTIC          | 296.91     |
| 00408724                                   | TRANTEX TRANSPORTATION PRODUCTS | PARTS                      | 201.45     |
| 00946157                                   | DELL COMPUTER CORP              | COMPUTER EQUIPMENT         | 734.99     |
| 00946174                                   | DELL COMPUTER CORP              | COMPUTER EQUIPMENT         | 999.69     |
| 00946189                                   | LEES BUILDING MAINTENANCE       | JANITORIAL SERVICES        | 157.50     |
| <b>Public Works-Signal/Street Lights</b>   |                                 |                            |            |
| 00408341                                   | STATE OF CALIFORNIA             | TRAFFIC SIGNAL MAINTENANCE | 5,242.15   |
| 00408554                                   | PACIFIC GAS AND ELECTRIC CO     | ELECTRIC                   | 490.93     |
| <b>Public Works-Facilities Maintenance</b> |                                 |                            |            |
| 00408252                                   | ALL STAR RENTS                  | RENTAL EQUIPMENT           | 151.98     |
| 00408264                                   | BAY ALARM COMPANY               | INSTALLATION DEPOSIT       | 4,709.73   |
| 00408306                                   | HOME DEPOT, THE                 | PARTS                      | 5,039.71   |
| 00408307                                   | HONEYWELL INTERNATIONAL INC     | HVAC REPAIRS               | 4,900.63   |
| 00408321                                   | LOWES COMPANIES INC             | SUPPLIES                   | 51.06      |
| 00408367                                   | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES  | 231.46     |
| 00408368                                   | BAY AREA AIR QUALITY            | ANNUAL PERMIT RENEWAL      | 319.00     |
| 00408401                                   | DEPT OF INDUSTRIAL RELATIONS    | INSPECTION FEE             | 450.00     |
| 00408465                                   | REAL PROTECTION INC             | FIRE PANEL INSTALLATION    | 6,908.68   |
| 00408527                                   | EAST BAY WORK WEAR              | SAFETY SHOES               | 600.00     |
| 00408554                                   | PACIFIC GAS AND ELECTRIC CO     | GAS                        | 1,603.82   |
| 00408635                                   | CD AND POWER                    | GENERATOR REPAIR           | 2,142.29   |
| 00408672                                   | GENERAL PLUMBING SUPPLY         | SOAP DISPENSER             | 54.82      |
| 00946174                                   | DELL COMPUTER CORP              | COMPUTER EQUIPMENT         | 141.53     |
| 00946189                                   | LEES BUILDING MAINTENANCE       | JANITORIAL SERVICES        | 9,037.50   |
| <b>Public Works-Parks Maint</b>            |                                 |                            |            |
| 00408367                                   | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES  | 124.74     |
| 00408399                                   | DC ELECTRIC GROUP INC           | LIGHT REPAIR               | 1,515.10   |
| 00408434                                   | MARTELL WATER SYSTEMS INC       | INSPECTION FEE             | 470.00     |
| 00408483                                   | TERRACARE ASSOCIATES            | GRAFFITI REMOVAL           | 1,207.00   |
| 00408494                                   | WATERSAVERS IRRIGATION          | IRRIGATION PARTS           | 1,256.98   |
| 00408554                                   | PACIFIC GAS AND ELECTRIC CO     | ELECTRIC                   | 101.94     |
| 00408575                                   | TERRACARE ASSOCIATES            | PARK MAINTENANCE           | 100,198.25 |
| 00408710                                   | ROBINS LOCK AND KEY             | LOCK REPAIR                | 862.10     |
| 00408712                                   | SECURE LANE LLC                 | IN GROUND BLOCK            | 81.10      |
| 00946157                                   | DELL COMPUTER CORP              | COMPUTER EQUIPMENT         | 293.98     |
| <b>Public Works-Median/General Land</b>    |                                 |                            |            |
| 00408350                                   | WATERSAVERS IRRIGATION          | IRRIGATION PARTS           | 1,180.39   |



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|---------------------------------------|---------------------------------|---------------------------|-----------|
| 00408367                              | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 124.74    |
| 00408483                              | TERRACARE ASSOCIATES            | MAIN LINE REPAIR          | 450.00    |
| 00408494                              | WATERSAVERS IRRIGATION          | IRRIGATION PARTS          | 417.15    |
| 00408505                              | ALTA FENCE                      | MEDIAN FENCE REPAIR       | 922.00    |
| 00408520                              | CONCRETE FENCE INSTALLERS INC   | MONUMENT INSTALLATION     | 53,133.34 |
| 00408554                              | PACIFIC GAS AND ELECTRIC CO     | ELECTRIC                  | 56.42     |
| 00408560                              | RECOLOGY BLOSSOM VALLEY         | MULCH                     | 2,489.13  |
| 00408580                              | WATERSAVERS IRRIGATION          | IRRIGATION PARTS          | 1,692.09  |
| 00408631                              | BOETHING TREELAND FARMS         | STOCK NURSERY SUPPLIES    | 28,766.44 |
| 00408698                              | PACE SUPPLY CORP                | BOLTS                     | 539.15    |
| 00946163                              | SITEONE LANDSCAPE SUPPLY        | SUPPLIES                  | 25.58     |
| 00946180                              | SITEONE LANDSCAPE SUPPLY        | LANDSCAPE SUPPLIES        | 3,391.70  |
| 00946194                              | SITEONE LANDSCAPE SUPPLY        | LANDSCAPE SUPPLIES        | 3,427.40  |
| <b>PW-Work Alternative-Strt Maint</b> |                                 |                           |           |
| 00408506                              | ANTIOCH ACE HARDWARE            | PARTS                     | 641.61    |
| 00408532                              | FURBER SAW INC                  | EQUIPMENT REPAIR          | 881.32    |
| 00408671                              | FURBER SAW INC                  | REPAIR PARTS              | 140.41    |
| <b>Police Administration</b>          |                                 |                           |           |
| 00408249                              | ADAMSON POLICE PRODUCTS         | EQUIPMENT                 | 520.12    |
| 00408274                              | CLONINGER, NAHLEEN R            | TRAINING PER DIEM         | 168.00    |
| 00408275                              | CODE 3 WEAR PUBLIC SAFETY       | EMPLOYEE EQUIPMENT        | 325.16    |
| 00408280                              | CONTRA COSTA COUNTY             | TRAINING FEES             | 910.00    |
| 00408284                              | CORDICO PSYCHOLOGICAL CORP      | PROFESSIONAL SERVICES     | 1,000.00  |
| 00408293                              | DOTSON, SARAH B                 | EXPENSE REIMBURSEMENT     | 279.17    |
| 00408297                              | EWART, ASHLEY MARIE             | TRAINING PER DIEM         | 168.00    |
| 00408302                              | GOODALE, JAMIE                  | TRAINING PER DIEM         | 168.00    |
| 00408323                              | MEADS, KORINA M                 | TRAINING PER DIEM         | 168.00    |
| 00408332                              | PRI MANAGEMENT GROUP INC        | TRAINING FEES             | 2,000.00  |
| 00408334                              | REINKE, LISA MARIE              | TRAINING PER DIEM         | 168.00    |
| 00408359                              | ANTIOCH POLICE OFFICERS ASSOC   | HOLIDAY FUND DONATION     | 50.00     |
| 00408360                              | ARROWHEAD 24 HOUR TOWING INC    | EVIDENCE STORAGE          | 4,770.75  |
| 00408374                              | BORG, THOMAS                    | TRAINING PER DIEM         | 177.00    |
| 00408376                              | BPS TACTICAL, INC.              | VESTS                     | 2,096.81  |
| 00408385                              | CODE 3 WEAR PUBLIC SAFETY       | EQUIPMENT                 | 1,226.90  |
| 00408393                              | CRIME SCENE CLEANERS INC        | CLEANING SERVICE          | 108.00    |
| 00408395                              | CSI FORENSIC SUPPLY LLC         | EVIDENCE SUPPLIES         | 1,032.60  |
| 00408404                              | DUFF, RYAN JAMES                | TRAINING PER DIEM         | 370.00    |
| 00408411                              | FLORES, VANESSA SOFIA           | EXPENSE REIMBURSEMENT     | 45.00     |
| 00408414                              | GALLS LLC                       | MEDICAL SUPPLIES          | 554.91    |
| 00408415                              | GRAGG, RANDALL ANDREW           | TRAINING PER DIEM         | 316.00    |
| 00408416                              | GREEN, ROBERT A                 | TRAINING PER DIEM         | 370.00    |
| 00408439                              | MORRIS, GEOFFREY S              | TRAINING PER DIEM         | 370.00    |
| 00408441                              | MULHOLLAND, MATTHEW             | TRAINING PER DIEM         | 370.00    |
| 00408449                              | NET TRANSCRIPTS                 | TRANSCRIPT SERVICES       | 368.38    |
| 00408450                              | NILSEN, ERIK ROBERT             | TRAINING PER DIEM         | 370.00    |
| 00408452                              | OFFICE DEPOT INC                | OFFICE SUPPLIES           | 467.98    |
| 00408460                              | PUBLIC SAFETY FAMILY COUNSELING | ANNUAL SERVICE FEE        | 75,000.00 |
| 00408464                              | RANEY, MICHAEL                  | TRAINING PER DIEM         | 296.00    |



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| 00408467                         | SAVE MART SUPERMARKETS        | 4TH OF JULY EVENT SUPPLIES | 42.63     |
| 00408469                         | SHRED IT INC                  | SHREDDING SERVICES         | 408.86    |
| 00408473                         | STATE OF CALIFORNIA           | BACKGROUND                 | 460.00    |
| 00408481                         | T JUNG INVESTIGATIONS         | BACKGROUND                 | 1,141.48  |
| 00408482                         | TANGUMA, CAESAR ELI           | TRAINING PER DIEM          | 177.00    |
| 00408486                         | TRANSUNION RISK & ALT DATA    | RISK ASSESSMENT SERVICES   | 524.00    |
| 00408503                         | ALAMEDA COUNTY                | TRAINING FEES              | 8,000.00  |
| 00408504                         | ALL PRO PRINTING SOLUTIONS    | ENVELOPES                  | 1,439.94  |
| 00408509                         | ARROWHEAD 24 HOUR TOWING INC  | TOWING SERVICE             | 205.00    |
| 00408519                         | CODE 3 WEAR PUBLIC SAFETY     | EQUIPMENT                  | 3,009.45  |
| 00408522                         | CONTRA COSTA COUNTY           | RANGE FEES                 | 425.00    |
| 00408523                         | CRUMP INVESTIGATIONS          | BACKGROUND                 | 6,250.66  |
| 00408524                         | CRYSTAL CLEAR LOGOS INC       | EMPLOYEE UNIFORM           | 339.96    |
| 00408525                         | CSI FORENSIC SUPPLY LLC       | SUPPLIES                   | 156.95    |
| 00408526                         | DIABLO VALLEY EMBOSSEING INC  | BUSINESS CARD STOCK        | 2,281.70  |
| 00408550                         | NET TRANSCRIPTS               | TRANSCRIPT SERVICES        | 661.94    |
| 00408578                         | VERIZON WIRELESS              | PATROL CAR MODEMS          | 3,048.42  |
| 00408623                         | ARROWHEAD 24 HOUR TOWING INC  | TOWING SERVICE             | 537.50    |
| 00408624                         | AT AND T MOBILITY             | DEPARTMENT CELL PHONES     | 1,277.66  |
| 00408630                         | BLUMBERG, FREDRICK C.         | TRAINING PER DIEM          | 370.00    |
| 00408639                         | COLLEY, JAMES M               | TRAVEL REIMBURSEMENT       | 351.56    |
| 00408646                         | CONTRA COSTA COUNTY           | CRIME LAB                  | 11,657.50 |
| 00408653                         | CRUMP INVESTIGATIONS          | BACKGROUND                 | 1,760.57  |
| 00408659                         | DOTSON, SARAH B               | PER DIEM                   | 172.50    |
| 00408664                         | ED JONES CO INC               | BADGE                      | 190.89    |
| 00408683                         | LC ACTION POLICE SUPPLY       | RIFLE EQUIPMENT            | 3,972.95  |
| 00408696                         | OFFICE DEPOT INC              | OFFICE SUPPLIES            | 1,190.24  |
| 00408702                         | PERMANENTE MEDICAL GROUP      | LAB TESTING FEES           | 1,564.00  |
| 00408707                         | REACH PROJECT INC             | PROFESSIONAL SERVICES      | 17,083.00 |
| 00408711                         | SANTA ROSA JR COLLEGE         | TRAINING FEES              | 78.00     |
| 00946166                         | UBEO BUSINESS SERVICES        | COPIER USAGE               | 1,031.48  |
| 00946182                         | CANON FINANCIAL SERVICES      | COPIER LEASE               | 2,039.06  |
| <b>Police Prisoner Custody</b>   |                               |                            |           |
| 00408392                         | CC FIRE PROTECTION DISTRICT   | JAIL INSPECTION            | 316.00    |
| <b>Police Community Policing</b> |                               |                            |           |
| 00408286                         | D TAC K9 LLC                  | K9 MAINTENANCE TRAINING    | 450.00    |
| 00408288                         | DELTA FENCE CO                | K9 KENNEL COVER            | 408.90    |
| 00408309                         | HUNT AND SONS INC             | FUEL                       | 236.50    |
| 00408375                         | BP PRODUCTS NORTH AMERICA INC | PD CARWASHES               | 196.00    |
| 00408422                         | HUNT AND SONS INC             | FUEL                       | 379.00    |
| 00408471                         | SP PLUS CORPORATION           | PARKING SERVICES           | 21,422.10 |
| 00408529                         | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM          | 136.86    |
| 00408558                         | POWERDMS INC                  | SOFTWARE                   | 1,761.65  |
| 00408579                         | VIGILANT SOLUTIONS, LLC       | ANNUAL SUBSCRIPTION FEE    | 22,230.00 |
| 00408632                         | BP PRODUCTS NORTH AMERICA INC | PD CAR WASHES              | 112.00    |
| <b>Police Investigations</b>     |                               |                            |           |
| 00408257                         | AT AND T MCI                  | CELL ANALYSIS              | 1,435.00  |
| 00408298                         | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM          | 114.26    |



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| 00408344                              | T MOBILE USA INC                | CELL PHONE ANALYSIS       | 25.00      |
| 00408435                              | MARTIN, RICHARD B               | EXPENSE REIMBURSEMENT     | 157.00     |
| 00408436                              | MARTIN, RICHARD B               | MEAL REIMBURSEMENT        | 81.44      |
| 00408529                              | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM         | 22.80      |
| 00408539                              | RETIREE                         | ADV DISABILITY PENSION    | 5,206.00   |
| 00408540                              | RETIREE                         | ADV DISABILITY PENSION    | 5,466.50   |
| 00408544                              | RETIREE                         | ADV DISABILITY PENSION    | 5,466.50   |
| 00408570                              | SPIDR TECH INC                  | DISPATCH SOFTWARE         | 39,534.00  |
| 00408616                              | ALHAMBRA                        | WATER SERVICE             | 2.97       |
| 00408645                              | CONTRA COSTA COUNTY             | FORENSICS SERVICE         | 1,386.00   |
| 00408688                              | MARTIN, RICHARD B               | EXPENSE REIMBURSEMENT     | 656.94     |
| 00408691                              | MERAKAI LLC                     | SUPPLIES                  | 9,153.16   |
| 00408722                              | T MOBILE USA INC                | PHONE SERVICES            | 930.00     |
| <b>Police Special Operations Unit</b> |                                 |                           |            |
| 00408405                              | EAN SERVICES LLC                | RENTAL VEHICLES           | 9,358.41   |
| <b>Police Communications</b>          |                                 |                           |            |
| 00408277                              | COMCAST                         | CONNECTION SERVICES       | 151.80     |
| 00408282                              | CONTRA COSTA COUNTY             | RADIO SERVICES            | 178.16     |
| 00408295                              | EAST BAY REGIONAL COMMS SYSTEMS | RADIO SERVICES            | 132,320.00 |
| 00408300                              | GLOBALSTAR USA                  | SATELITE PHONE            | 262.53     |
| 00408386                              | COMCAST                         | CONNECTION SERVICES       | 2,715.73   |
| 00408529                              | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM         | 236.65     |
| 00408534                              | GLOBALSTAR USA                  | SATELITE PHONE            | 262.22     |
| 00408641                              | COMCAST                         | CONNECTION SERVICES       | 169.00     |
| 00408699                              | PACIFIC TELEMAGEMENT SERVICES   | PAY PHONE                 | 78.00      |
| 00408700                              | PACIFIC TELEMAGEMENT SERVICES   | PAY PHONE                 | 78.00      |
| 00946173                              | COMPUTERLAND                    | COMPUTER EQUIPMENT        | 218.97     |
| <b>Police Facilities Maintenance</b>  |                                 |                           |            |
| 00408264                              | BAY ALARM COMPANY               | EQUIPMENT INSTALLATION    | 75.11      |
| 00408321                              | LOWES COMPANIES INC             | PARTS                     | 86.89      |
| 00408466                              | ROBINS LOCK AND KEY             | DOOR REPAIR               | 190.00     |
| 00408710                              | ROBINS LOCK AND KEY             | LOCK REPAIR               | 250.00     |
| 00946189                              | LEES BUILDING MAINTENANCE       | JANITORIAL SERVICES       | 5,780.00   |
| <b>Youth Network Services</b>         |                                 |                           |            |
| 00408261                              | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 4,485.94   |
| 00408314                              | JENNIFER LYNN HINES             | PROFESSIONAL SERVICES     | 882.36     |
| 00408578                              | VERIZON WIRELESS                | DATA USAGE                | 52.39      |
| 00408656                              | DELTA BOWL                      | YOUTH EVENT               | 860.00     |
| <b>Housing and Homelessness</b>       |                                 |                           |            |
| 00408260                              | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 131.88     |
| 00408261                              | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 2,123.26   |
| 00408338                              | SHARE COMMUNITY                 | SHOWER SERVICE            | 3,371.52   |
| 00408578                              | VERIZON WIRELESS                | DATA USAGE                | 52.54      |
| 00408670                              | FOCUS STRATEGIES                | CONSULTANT SERVICES       | 10,361.25  |
| 00408713                              | SHARE COMMUNITY                 | LAUNDRY VOUCHER PROGRAM   | 455.00     |
| <b>PSCR Administration</b>            |                                 |                           |            |
| 00408260                              | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 222.01     |
| 00408261                              | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 29.85      |



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| 00408578                                            | VERIZON WIRELESS                | DATA USAGE                | 52.54      |
| 00946155                                            | CANON FINANCIAL SERVICES        | COPIER LEASE              | 204.13     |
| 00946166                                            | UBEO BUSINESS SERVICES          | TONER FOR OFFICE COPIER   | 456.31     |
| 00946379                                            | CANON FINANCIAL SERVICES        | COPIER LEASE              | 204.13     |
| <b>Community Development Administration</b>         |                                 |                           |            |
| 00408263                                            | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 25.38      |
| 00408452                                            | OFFICE DEPOT INC                | OFFICE SUPPLIES           | 274.57     |
| 00408552                                            | OFFICE DEPOT INC                | OFFICE SUPPLIES           | 103.48     |
| <b>Community Development Land Planning Services</b> |                                 |                           |            |
| 00408407                                            | EIDEN, KITTY J                  | MINUTES CLERK             | 225.00     |
| 00408463                                            | RANEY PLANNING & MANAGEMENT INC | PROFESSIONAL SERVICES     | 5,694.93   |
| 00408557                                            | PLACEWORKS INC                  | PROFESSIONAL SERVICES     | 10,176.27  |
| <b>CD Code Enforcement</b>                          |                                 |                           |            |
| 00408263                                            | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 6.25       |
| 00408270                                            | CACEO                           | TRAINING FEES             | 108.00     |
| 00408281                                            | CONTRA COSTA COUNTY             | RECORDING FEES            | 60.00      |
| 00408298                                            | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM         | 130.06     |
| 00408315                                            | JOHNSTON, AMY E                 | EXPENSE REIMBURSEMENT     | 110.72     |
| 00408316                                            | JOHNSTON, AMY E                 | EXPENSE REIMBURSEMENT     | 94.26      |
| 00408380                                            | CACEO                           | TRAINING FEES             | 72.00      |
| 00408397                                            | DATA TICKET INC                 | CITATION SOFTWARE         | 824.00     |
| 00408547                                            | MOTOROLA SOLUTIONS INC          | SUPPLIES                  | 967.53     |
| 00408551                                            | NEXTEL SPRINT                   | CELL PHONE SERVICE        | 60.30      |
| 00408571                                            | STAMM ENTERPRISES, LTD          | MONTHLY STORAGE FEES      | 255.00     |
| 00408615                                            | ALFRED AND HAZEL JAMES          | REFUND VOIDED CITATION    | 100.00     |
| 00408634                                            | CACEO                           | TRAINING FEES             | 90.00      |
| 00408680                                            | JOHNSTON, AMY E                 | EXPENSE REIMBURSEMENT     | 51.47      |
| 00946195                                            | UBEO BUSINESS SERVICES          | COPIER CHARGES            | 1,546.22   |
| <b>PW Engineer Land Development</b>                 |                                 |                           |            |
| 00408511                                            | BELLECCI AND ASSOCIATES INC     | PROFESSIONAL SERVICES     | 855.00     |
| 00408518                                            | COASTLAND CIVIL ENGINEERING     | PROFESSIONAL SERVICES     | 34,487.50  |
| 00408527                                            | EAST BAY WORK WEAR              | SAFETY SHOES              | 234.85     |
| 00408551                                            | NEXTEL SPRINT                   | CELL PHONE SERVICE        | 108.60     |
| 00408578                                            | VERIZON WIRELESS                | DATA USAGE                | 76.02      |
| 00408678                                            | INTERWEST CONSULTING GROUP INC  | ENGINEERING SERVICES      | 216,481.50 |
| 00946165                                            | TESTING ENGINEERS INC           | TESTING SERVICES          | 4,112.75   |
| <b>Community Development Building Inspection</b>    |                                 |                           |            |
| 00408248                                            | ABRIL ROOFING INC               | REFUND ENERGY INSP FEE    | 355.06     |
| 00408298                                            | FIRE RISK MANAGEMENT SERVICES   | INSURANCE PREMIUM         | 107.96     |
| 00408347                                            | TYLER TECHNOLOGIES INC          | SOFTWARE                  | 182,975.00 |
| 00408352                                            | 4LEAF INC                       | PROFESSIONAL SERVICES     | 35,257.67  |
| 00408394                                            | CRYSTAL CLEAR LOGOS INC         | UNIFORM                   | 664.72     |
| 00408527                                            | EAST BAY WORK WEAR              | SAFETY SHOES              | 269.04     |
| 00946157                                            | DELL COMPUTER CORP              | POWER ADAPTERS            | 626.67     |
| 00946174                                            | DELL COMPUTER CORP              | COMPUTER EQUIPMENT        | 16,098.26  |
| <b>Capital Imp. Administration</b>                  |                                 |                           |            |
| 00408367                                            | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 49.00      |
| 00408551                                            | NEXTEL SPRINT                   | CELL PHONE SERVICE        | 63.30      |



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| 00408578   | VERIZON WIRELESS                          | DATA USAGE              | 38.01      |
| <b>206</b> | <b>American Rescue Plan Fund</b>          |                         |            |
|            | <b>Mayor's Apprenticeship Program</b>     |                         |            |
| 00408336   | RUBICON PROGRAMS INC                      | PROFESSIONAL SERVICES   | 13,957.76  |
|            | <b>Non Departmental</b>                   |                         |            |
| 00408433   | MANDY, AURORA A                           | CHECK REPLACEMENT       | 5,000.00   |
| 00408567   | RUDRAM LLC                                | BRIDGE HOUSING SERVICES | 97,333.33  |
| <b>207</b> | <b>CalVIP Grant Fund</b>                  |                         |            |
|            | <b>Violence Intervention &amp; Preven</b> |                         |            |
| 00408278   | COMMUNITY INITIATIVES                     | PROFESSIONAL SERVICES   | 18,448.00  |
| <b>209</b> | <b>RMRA Fund</b>                          |                         |            |
|            | <b>Streets</b>                            |                         |            |
| 00408373   | BKF ENGINEERS INC                         | PROFESSIONAL SERVICES   | 8,733.38   |
| <b>211</b> | <b>Delta Fair Property Fund</b>           |                         |            |
|            | <b>Parks &amp; Open Space</b>             |                         |            |
| 00408566   | RRM DESIGN GROUP                          | PROFESSIONAL SERVICES   | 2,061.25   |
| <b>212</b> | <b>CDBG Fund</b>                          |                         |            |
|            | <b>CDBG</b>                               |                         |            |
| 00408283   | CC FAMILY JUSTICE ALLIANCE                | CDBG SERVICES           | 2,885.43   |
| 00408328   | OMBUDSMAN SERVICES OF CCC                 | CDBG SERVICES           | 4,999.50   |
| 00408437   | MEALS ON WHEELS                           | CDBG SERVICES           | 4,999.72   |
| 00946158   | HOUSE, TERI                               | CDBG SERVICES           | 11,696.91  |
|            | <b>CDBG-CV</b>                            |                         |            |
| 00408339   | SHELTER INC                               | CDBG SERVICES           | 125,896.38 |
| 00946158   | HOUSE, TERI                               | CDBG SERVICES           | 212.50     |
| <b>213</b> | <b>Gas Tax Fund</b>                       |                         |            |
|            | <b>Streets</b>                            |                         |            |
| 00408554   | PACIFIC GAS AND ELECTRIC CO               | ELECTRIC                | 613.70     |
| <b>214</b> | <b>Animal Services Fund</b>               |                         |            |
|            | <b>Animal Services</b>                    |                         |            |
| 00408250   | AIRGAS USA LLC                            | OXYGEN                  | 82.28      |
| 00408279   | CONCORD FEED                              | CAT LITTER              | 1,474.50   |
| 00408320   | KOEFRAN SERVICES INC                      | PET CREMATION SERVICES  | 329.00     |
| 00408325   | MWI VETERINARY SUPPLY CO                  | VETERINARY SUPPLIES     | 1,201.23   |
| 00408345   | TAYLOR HOUSEMAN                           | DRYER REPAIRS           | 751.40     |
| 00408349   | VICTOR MEDICAL COMPANY                    | FREIGHT                 | 198.86     |
| 00408355   | AIRGAS USA LLC                            | OXYGEN                  | 93.95      |
| 00408389   | CONCORD FEED                              | CAT LITTER              | 391.50     |
| 00408398   | DATAMARS PETLINK                          | REGISTRATION FEE        | 2,325.00   |
| 00408406   | EAST BAY VETERINARY EMERGENCY             | VETERINARY SERVICES     | 2,779.37   |
| 00408408   | ETHRIDGE, MELISSA MARIE                   | UNIFORM REIMBURSEMENT   | 80.91      |
| 00408421   | HILLS PET NUTRITION                       | PET FOOD                | 653.44     |
| 00408438   | MELANDER, MARAEA RYANN                    | TRAINING PER DIEM       | 740.00     |
| 00408446   | MWI VETERINARY SUPPLY CO                  | VETERINARY SUPPLIES     | 1,492.12   |
| 00408484   | TONY LA RUSSA'S ANIMAL RESCUE             | SAFETY NET              | 1,269.53   |
| 00408500   | ZOETIS LLC                                | VACCINATIONS            | 1,017.10   |
| 00408541   | KOEFRAN SERVICES INC                      | PET CREMATION           | 1,928.00   |
| 00408549   | MWI VETERINARY SUPPLY CO                  | VETERINARY SUPPLIES     | 1,338.01   |





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| 00408642   | CONCORD FEED                         | CAT LITER                 | 466.50    |
| 00408661   | EAST BAY VETERINARY EMERGENCY        | VETERINARY SERVICES       | 1,084.87  |
| 00408665   | ELANCO US INC                        | VET SUPPLIES              | 201.81    |
| 00408676   | HILLS PET NUTRITION                  | PET FOOD                  | 324.31    |
| 00408695   | MWI VETERINARY SUPPLY CO             | VETERINARY SUPPLIES       | 639.73    |
| 00408730   | ZOETIS LLC                           | VACCINATIONS              | 618.17    |
| <b>216</b> | <b>Park-In-Lieu Fund</b>             |                           |           |
|            | <b>Parks &amp; Open Space</b>        |                           |           |
| 00408533   | GATES AND ASSOCIATES INC             | PROFESSIONAL SERVICES     | 26,680.50 |
| <b>219</b> | <b>Recreation Fund</b>               |                           |           |
|            | <b>Non departmental</b>              |                           |           |
| 00408262   | BANK OF AMERICA                      | VARIOUS BUSINESS EXPENSES | 1,501.53  |
| 00408291   | DIANA WALCOTT                        | DEPOSIT REFUND            | 369.00    |
| 00408299   | GHOSTLIGHT THEATRE ENSEMBLE          | FACILITY DEPOSIT REFUND   | 500.00    |
| 00408317   | JOSE GUADALUPE CEBALLOS              | DEPOSIT REFUND            | 350.00    |
| 00408318   | KELLY EDWINS                         | DEPOSIT REFUND            | 500.00    |
| 00408327   | O'HARA PARK MIDDLE SCHOOL            | DEPOSIT REFUND            | 500.00    |
| 00408546   | MORALES, DIEGO                       | CHECK REPLACEMENT         | 500.00    |
| 00408564   | ROBERT SCHORR                        | DEPOSIT REFUND            | 1,000.00  |
| 00408687   | MARIO ARVIZU                         | DEPOSIT REFUND            | 1,000.00  |
| 00408727   | WHITE, FACIA                         | DEPOSIT REFUND            | 1,000.00  |
|            | <b>Nick Rodriguez Community Cent</b> |                           |           |
| 00408264   | BAY ALARM COMPANY                    | INSTALLATION DEPOSIT      | 16,280.38 |
| 00408294   | DRAMA FACTORY, THE                   | THEATRE SIGN              | 252.05    |
| 00408377   | BRADY INDUSTRIES                     | JANITORIAL SUPPLIES       | 431.93    |
| 00408627   | BANK OF AMERICA                      | VARIOUS BUSINESS EXPENSES | 36.82     |
| 00408710   | ROBINS LOCK AND KEY                  | KEY SERVICE               | 268.58    |
| 00946189   | LEES BUILDING MAINTENANCE            | JANITORIAL SERVICES       | 500.00    |
|            | <b>Senior Programs</b>               |                           |           |
| 00408247   | AAA FIRE PROTECTION SVCS             | FIRE PROTECTION SERVICES  | 712.91    |
| 00408335   | RENEE COTTON                         | CHECK REPLACEMENT         | 215.00    |
| 00408626   | BANK OF AMERICA                      | VARIOUS BUSINESS EXPENSES | 1,740.18  |
| 00408627   | BANK OF AMERICA                      | VARIOUS BUSINESS EXPENSES | 462.79    |
| 00408669   | FLANAGAN, RHONDA FAYE                | EXPENSE REIMBURSEMENT     | 63.94     |
| 00946189   | LEES BUILDING MAINTENANCE            | JANITORIAL SERVICES       | 5.00      |
|            | <b>Recreation Sports Programs</b>    |                           |           |
| 00408262   | BANK OF AMERICA                      | VARIOUS BUSINESS EXPENSES | 2,600.19  |
| 00408268   | BSN SPORTS LLC                       | SPORTS EQUIPMENT          | 828.58    |
| 00408301   | GONZALEZ-ALSTON, ZONIA V             | INSTRUCTOR PAYMENT        | 1,536.00  |
| 00408331   | PIONEER MANUFACTURING COMPANY        | FIELD PAINT               | 2,059.16  |
| 00408578   | VERIZON WIRELESS                     | DATA USAGE                | 39.02     |
| 00408629   | BEACON ATHLETICS LLC                 | FIELD PREP SUPPLIES       | 695.82    |
| 00408667   | FASTSIGNS                            | PICKLEBALL BANNER         | 601.68    |
|            | <b>Recreation-Comm Center</b>        |                           |           |
| 00408262   | BANK OF AMERICA                      | VARIOUS BUSINESS EXPENSES | 4,503.74  |
| 00408264   | BAY ALARM COMPANY                    | INSTALLATION DEPOSIT      | 65,523.30 |
| 00408267   | BRADY INDUSTRIES                     | JANITORIAL SUPPLIES       | 1,339.42  |
| 00408306   | HOME DEPOT, THE                      | SUPPLIES                  | 4.33      |



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| 00408314                              | JENNIFER LYNN HINES            | PROFESSIONAL SERVICES      | 4,714.38  |
| 00408321                              | LOWES COMPANIES INC            | SUPPLIES                   | 370.10    |
| 00408322                              | MCCAULEY AGRICULTURAL & PEST   | PEST CONTROL               | 100.00    |
| 00408324                              | MUIR, ROXANNE                  | CONTRACTOR PAYMENT         | 912.00    |
| 00408412                              | FOLGERGRAPHICS INC             | PRINTING SERVICES          | 14,891.21 |
| 00408431                              | LOOMIS ARMORED LLC             | ARMORED CAR PICKUP         | 309.40    |
| 00408461                              | QUALITY SOUND                  | EQUIPMENT MAINTENANCE      | 700.00    |
| 00408510                              | AT AND T MCI                   | PHONES                     | 62.87     |
| 00408554                              | PACIFIC GAS AND ELECTRIC CO    | GAS                        | 18,320.18 |
| 00408576                              | UNITED STATES POSTAL SERVICE   | NEWSLETTER MAILING         | 425.00    |
| 00408617                              | ALL STAR RENTS                 | RENTAL EQUIPMENT           | 364.30    |
| 00408627                              | BANK OF AMERICA                | VARIOUS BUSINESS EXPENSES  | 3,033.37  |
| 00408628                              | BE EXCEPTIONAL                 | CONTRACTOR PAYMENT         | 2,904.00  |
| 00408633                              | BRADY INDUSTRIES               | JANITORIAL SUPPLIES        | 100.67    |
| 00408655                              | DEFINITIVE SAFETY GROUP LLC    | CONTRACTOR PAYMENT         | 162.00    |
| 00408660                              | DUGAND, KARINA                 | CONTRACTOR PAYMENT         | 1,830.00  |
| 00408689                              | MAX MARTIAL ARTS LLC           | CONTRACTOR PAYMENT         | 1,008.00  |
| 00408690                              | MCCAULEY AGRICULTURAL & PEST   | BIRD CONTROL               | 100.00    |
| 00408710                              | ROBINS LOCK AND KEY            | DOOR REPAIR                | 224.88    |
| 00408723                              | THOMPSON, RANDALL              | CONTRACTOR PAYMENT         | 97.20     |
| <b>Recreation Water Park</b>          |                                |                            |           |
| 00408258                              | BANK OF AMERICA                | VARIOUS BUSINESS EXPENSES  | 5,716.38  |
| 00408259                              | BANK OF AMERICA                | VARIOUS BUSINESS EXPENSES  | 44.34     |
| 00408262                              | BANK OF AMERICA                | VARIOUS BUSINESS EXPENSES  | 39.88     |
| 00408264                              | BAY ALARM COMPANY              | INSTALLATION DEPOSIT       | 16,299.02 |
| 00408318                              | KELLY EDWINS                   | BUYOUT REFUND              | 1,036.00  |
| 00408330                              | PEPSI COLA COMPANY             | CONCESSIONS                | 2,454.84  |
| 00408369                              | BAY AREA JUMP                  | EVENT SERVICES             | 670.75    |
| 00408465                              | REAL PROTECTION INC            | FIRE PANEL INSTALLATION    | 6,908.69  |
| 00408501                              | AAA FIRE PROTECTION SVCS       | FIRE SERVICE               | 625.24    |
| 00408543                              | LINCOLN EQUIPMENT INC          | POOL CHEMICALS             | 18,102.99 |
| 00408657                              | DEPT OF INDUSTRIAL RELATIONS   | RATTLER'S SLIDE INSPECTION | 1,487.50  |
| 00946160                              | NATIONAL AQUATICS SERVICES INC | NAS LAP MEDIA WORK         | 660.00    |
| 00946173                              | COMPUTERLAND                   | COMPUTER EQUIPMENT         | 987.67    |
| 00946178                              | NATIONAL AQUATICS SERVICES INC | PROFESSIONAL SERVICES      | 3,455.00  |
| 00946189                              | LEES BUILDING MAINTENANCE      | JANITORIAL SERVICES        | 500.00    |
| <b>221 Asset Forfeiture Fund</b>      |                                |                            |           |
| <b>Non departmental</b>               |                                |                            |           |
| 00408521                              | CONTRA COSTA COUNTY            | ASSET FORFEITURE           | 992.17    |
| 00408682                              | LATANYA MARZETT                | ASSET FORFEITURE           | 123.00    |
| <b>226 Solid Waste Reduction Fund</b> |                                |                            |           |
| <b>Solid Waste Used Oil</b>           |                                |                            |           |
| 00408400                              | DELTA DIABLO                   | HAZARDOUS WASTE REIMB      | 7,173.30  |
| <b>Solid Waste</b>                    |                                |                            |           |
| 00408248                              | ABRIL ROOFING INC              | REFUND WASTE FEE           | 35.00     |
| 00408400                              | DELTA DIABLO                   | HAZARDOUS WASTE REIMB      | 28,580.29 |
| 00408673                              | HAAS-WAJDOWICZ, JULIE A        | TRAINING REIMBURSEMENT     | 530.44    |



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**229 Pollution Elimination Fund**

**Channel Maintenance Operation**

|          |                              |                      |           |
|----------|------------------------------|----------------------|-----------|
| 00408470 | SILVA LANDSCAPE              | STORM SYSTEM CLEANUP | 10,800.00 |
| 00408556 | PEPPER INVESTMENTS INC       | PEST CONTROL SERVICE | 1,050.00  |
| 00408569 | SILVA LANDSCAPE              | STORM SYSTEM CLEANUP | 10,800.00 |
| 00408621 | ANTIOCH ACE HARDWARE         | PARTS                | 114.09    |
| 00408647 | CONTRA COSTA HEALTH SERVICES | ANTIOCH CITY DUMP    | 149.25    |
| 00408714 | SILVA LANDSCAPE              | STORM SYSTEM CLEANUP | 5,400.00  |

**Storm Drain Administration**

|          |                             |                           |          |
|----------|-----------------------------|---------------------------|----------|
| 00408319 | KFTB EARTH ISLAND INSTITUTE | PROFESSIONAL SERVICES     | 4,000.00 |
| 00408367 | BANK OF AMERICA             | VARIOUS BUSINESS EXPENSES | 775.00   |

**251 Lone Tree SLLMD Fund**

**Lonetree Maintenance Zone 1**

|          |                      |             |        |
|----------|----------------------|-------------|--------|
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING | 183.66 |
|----------|----------------------|-------------|--------|

**Lonetree Maintenance Zone 4**

|          |                      |                  |        |
|----------|----------------------|------------------|--------|
| 00408483 | TERRACARE ASSOCIATES | MAIN LINE REPAIR | 525.00 |
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING      | 293.80 |

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

|          |                      |             |        |
|----------|----------------------|-------------|--------|
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING | 183.66 |
|----------|----------------------|-------------|--------|

**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

|          |                      |             |        |
|----------|----------------------|-------------|--------|
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING | 477.51 |
|----------|----------------------|-------------|--------|

**Hillcrest Maintenance Zone 2**

|          |                      |             |        |
|----------|----------------------|-------------|--------|
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING | 653.83 |
|----------|----------------------|-------------|--------|

**Hillcrest Maintenance Zone 4**

|          |                      |             |        |
|----------|----------------------|-------------|--------|
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING | 367.32 |
|----------|----------------------|-------------|--------|

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

|          |                      |                           |        |
|----------|----------------------|---------------------------|--------|
| 00408264 | BAY ALARM COMPANY    | MONITORING SERVICES       | 93.88  |
| 00408367 | BANK OF AMERICA      | VARIOUS BUSINESS EXPENSES | 371.40 |
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING               | 477.51 |

**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

|          |                      |             |      |
|----------|----------------------|-------------|------|
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING | 7.34 |
|----------|----------------------|-------------|------|

**Citywide 2A Maintenance Zone 6**

|          |                      |             |        |
|----------|----------------------|-------------|--------|
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING | 440.78 |
|----------|----------------------|-------------|--------|

**Citywide 2A Maintenance Zone 8**

|          |                      |                  |        |
|----------|----------------------|------------------|--------|
| 00408483 | TERRACARE ASSOCIATES | MAIN LINE REPAIR | 375.00 |
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING      | 36.73  |

**Citywide 2A Maintenance Zone 9**

|          |                      |             |        |
|----------|----------------------|-------------|--------|
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING | 110.19 |
|----------|----------------------|-------------|--------|

**257 SLLMD Administration Fund**

**SLLMD Administration**

|          |                      |                        |          |
|----------|----------------------|------------------------|----------|
| 00408337 | SECLICKFIX           | CONNECT ANNUAL LICENSE | 291.26   |
| 00408468 | SECLICKFIX           | CONNECT ANNUAL LICENSE | 3,238.67 |
| 00408531 | FURBER SAW INC       | PARTS & EQUIPMENT      | 776.95   |
| 00408575 | TERRACARE ASSOCIATES | TURF MOWING            | 440.67   |



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| 00946157                            | DELL COMPUTER CORP                           | COMPUTER EQUIPMENT         | 588.06     |
| 00946174                            | DELL COMPUTER CORP                           | COMPUTER EQUIPMENT         | 281.21     |
| 00946192                            | QUENVOLDS                                    | SAFETY SHOES               | 300.00     |
| <b>259</b>                          | <b>East Lone Tree SLLMD Fund</b>             |                            |            |
| <b>Zone 1-District 10</b>           |                                              |                            |            |
| 00408483                            | TERRACARE ASSOCIATES                         | MAIN LINE REPAIR           | 825.00     |
| <b>311</b>                          | <b>Capital Improvement Fund</b>              |                            |            |
| <b>Non departmental</b>             |                                              |                            |            |
| <b>Parks &amp; Open Space</b>       |                                              |                            |            |
| 00408343                            | SWATT MIERS ARCHITECTS                       | PROFESSIONAL SERVICES      | 5,862.12   |
| <b>Streets</b>                      |                                              |                            |            |
| 00408292                            | DIANE GIBSON-GRAY                            | TREE REMOVAL REIMBURSEMENT | 2,600.00   |
| 00408545                            | MAURI CONCRETE CONSTRUCTION                  | PROGRESS PAYMENT           | 67,659.25  |
| <b>Energy Efficiency</b>            |                                              |                            |            |
| 00408674                            | HAAS-WAJDOWICZ, JULIE A                      | MILEAGE REIMBURSEMENT      | 44.15      |
| <b>323</b>                          | <b>Development Impact-Police Fund</b>        |                            |            |
| <b>Dev Impact - Police</b>          |                                              |                            |            |
| 00408447                            | NATIONAL AUTO FLEET GROUP                    | PATROL VEHICLE             | 179,968.14 |
| <b>324</b>                          | <b>Development Impact-Parks&amp;Rec Fund</b> |                            |            |
| <b>Dev Impact - Parks &amp; Rec</b> |                                              |                            |            |
| 00408362                            | AWNING DETAILERS INC                         | INSTALLATION               | 49,344.60  |
| <b>376</b>                          | <b>Lone Diamond Fund</b>                     |                            |            |
| <b>Assessment District</b>          |                                              |                            |            |
| 00408516                            | CENTRAL SELF STORAGE ANTIOCH                 | MONTHLY STORAGE            | 448.00     |
| <b>569</b>                          | <b>Vehicle Replacement Fund</b>              |                            |            |
| <b>Equipment Maintenance</b>        |                                              |                            |            |
| 00408721                            | STOMMEL INC                                  | POLICE VEHICLE UPFITTING   | 23,813.03  |
| <b>570</b>                          | <b>Equipment Maintenance Fund</b>            |                            |            |
| <b>Non departmental</b>             |                                              |                            |            |
| 00408422                            | HUNT AND SONS INC                            | FUEL                       | 6,840.64   |
| 00408677                            | HUNT AND SONS INC                            | FUEL                       | 17,145.25  |
| <b>Equipment Maintenance</b>        |                                              |                            |            |
| 00408273                            | CHUCKS BRAKE & WHEEL SERVICE                 | BRAKE PARTS                | 139.17     |
| 00408342                            | STOMMEL INC                                  | EMERGENCY EQUIPMENT        | 993.71     |
| 00408360                            | ARROWHEAD 24 HOUR TOWING INC                 | TOWING SERVICE             | 1,744.25   |
| 00408367                            | BANK OF AMERICA                              | VARIOUS BUSINESS EXPENSES  | 35.00      |
| 00408371                            | BILL BRANDT FORD                             | AUTO REPAIR                | 342.97     |
| 00408384                            | CHUCKS BRAKE & WHEEL SERVICE                 | BRAKE PARTS                | 45.55      |
| 00408413                            | FRONTIER ENERGY INC                          | PROFESSIONAL SERVICES      | 7,676.75   |
| 00408430                            | LIM AUTOMOTIVE SUPPLY INC                    | AUTOMOTIVE REPAIR PARTS    | 2,436.04   |
| 00408440                            | MSI FUEL MANAGEMENT INC                      | CABLE ASSEMBLY             | 553.17     |
| 00408442                            | MUNICIPAL MAINT EQUIPMENT INC                | SEWER EQUIPMENT            | 1,449.06   |
| 00408455                            | OREILLY AUTO PARTS                           | AUTO PARTS                 | 2,067.03   |
| 00408480                            | STOMMEL INC                                  | EMERGENCY EQUIPMENT        | 179.55     |
| 00408488                            | TRED SHED, THE                               | TIRES                      | 11,692.46  |
| 00408490                            | UNICO GLASS LLC                              | AUTO GLASS INSTALLATION    | 688.39     |
| 00408492                            | WALNUT CREEK FORD                            | AUTO REPAIR PARTS          | 3,001.07   |
| 00408495                            | WINTER CHEVROLET CO                          | AUTO PARTS                 | 582.59     |



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| 00408548   | MUNICIPAL POOLING AUTHORITY                | VEHICLE PREMIUMS          | 982.31     |
| 00408637   | CHUCKS BRAKE & WHEEL SERVICE               | BRAKE PARTS               | 149.89     |
| 00408684   | LES SCHWAB TIRES OF CALIFORNIA             | TIRES                     | 593.34     |
| 00408686   | LIM AUTOMOTIVE SUPPLY INC                  | BATTERY                   | 713.23     |
| 00408693   | MUNICIPAL MAINT EQUIPMENT INC              | PARTS                     | 22.23      |
| 00408697   | OREILLY AUTO PARTS                         | AUTO PARTS                | 1,270.67   |
| 00408704   | PHILS DIESEL CLINIC INC                    | INSPECTION SERVICE        | 1,507.79   |
| 00408725   | UNICO GLASS LLC                            | AUTO GLASS REPAIR         | 364.01     |
| 00408726   | WALNUT CREEK FORD                          | AUTO REPAIR PARTS         | 2,209.04   |
| 00408728   | WINTER CHEVROLET CO                        | AUTO PARTS                | 661.31     |
| 00946159   | KIMBALL MIDWEST                            | SHOP SUPPLIES             | 1,079.55   |
| 00946171   | BIG SKY ENVIRONMENTAL SOLUTIONS            | SHOP TIRE DISPOSAL        | 277.50     |
| 00946175   | GRAINGER INC                               | VEHICLE INSPECTION FORMS  | 151.02     |
| 00946177   | KIMBALL MIDWEST                            | SHOP SUPPLIES             | 289.59     |
| <b>573</b> | <b>Information Services Fund</b>           |                           |            |
|            | <b>Network Support &amp; PCs</b>           |                           |            |
| 00408253   | AMS DOT NET INC                            | DR AZURE PROJECT          | 444.54     |
| 00408254   | AMS DOT NET INC                            | SOFTWARE SUBSCRIPTION     | 10,182.51  |
| 00408311   | INSIGHT PUBLIC SECTOR INC                  | MICROSOFT SUBSCRIPTION    | 146,417.56 |
| 00408386   | COMCAST                                    | CONNECTION SERVICES       | 2,715.74   |
| 00408387   | COMCAST                                    | CONNECTION SERVICES       | 165.90     |
| 00408457   | PDQ COM CORPORATION                        | SUBSCRIPTION FEES         | 2,550.00   |
|            | <b>Telephone System</b>                    |                           |            |
| 00408510   | AT AND T MCI                               | PHONES                    | 2,100.19   |
|            | <b>GIS Support Services</b>                |                           |            |
| 00408565   | ROK TECHNOLOGIES LLC                       | CLOUD ENVIRONMENT         | 68,329.32  |
| 00946157   | DELL COMPUTER CORP                         | COMPUTER EQUIPMENT        | 146.99     |
| 00946381   | DELL COMPUTER CORP                         | COMPUTER EQUIPMENT        | 205.22     |
|            | <b>Office Equipment Replacement</b>        |                           |            |
| 00408367   | BANK OF AMERICA                            | VARIOUS BUSINESS EXPENSES | 128.41     |
| 00408619   | AMS DOT NET INC                            | FIREWALL SUBSCRIPTION     | 665.00     |
| 00946174   | DELL COMPUTER CORP                         | COMPUTER EQUIPMENT        | 3,208.03   |
| <b>577</b> | <b>Post Retirement Medical-Police Fund</b> |                           |            |
|            | <b>Non Departmental</b>                    |                           |            |
| 00408432   | MACLEOD WATTS INC                          | GASB 75 ACTUARIAL         | 700.00     |
| 00408582   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 1,676.38   |
| 00408584   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 913.74     |
| 00408593   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 1,310.98   |
| 00408596   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 1,676.48   |
| 00408599   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 415.50     |
| 00408601   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 415.50     |
| 00408602   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 156.11     |
| 00408603   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 1,196.99   |
| 00408605   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 1,585.11   |
| 00408606   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 709.38     |
| 00408607   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 1,676.48   |
| 00408610   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 49.30      |
| 00946198   | RETIREE                                    | MEDICAL AFTER RETIREMENT  | 415.50     |



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| 00946199 | RETIREE | MEDICAL AFTER RETIREMENT | 2,224.72 |
| 00946203 | RETIREE | MEDICAL AFTER RETIREMENT | 1,045.99 |
| 00946204 | RETIREE | MEDICAL AFTER RETIREMENT | 351.56   |
| 00946206 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946207 | RETIREE | MEDICAL AFTER RETIREMENT | 1,473.30 |
| 00946211 | RETIREE | MEDICAL AFTER RETIREMENT | 415.50   |
| 00946213 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946221 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946226 | RETIREE | MEDICAL AFTER RETIREMENT | 415.50   |
| 00946228 | RETIREE | MEDICAL AFTER RETIREMENT | 879.00   |
| 00946230 | RETIREE | MEDICAL AFTER RETIREMENT | 689.04   |
| 00946234 | RETIREE | MEDICAL AFTER RETIREMENT | 676.18   |
| 00946246 | RETIREE | MEDICAL AFTER RETIREMENT | 1,563.12 |
| 00946247 | RETIREE | MEDICAL AFTER RETIREMENT | 1,827.48 |
| 00946253 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946254 | RETIREE | MEDICAL AFTER RETIREMENT | 879.00   |
| 00946255 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946270 | RETIREE | MEDICAL AFTER RETIREMENT | 415.50   |
| 00946271 | RETIREE | MEDICAL AFTER RETIREMENT | 689.04   |
| 00946272 | RETIREE | MEDICAL AFTER RETIREMENT | 222.52   |
| 00946273 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946283 | RETIREE | MEDICAL AFTER RETIREMENT | 1,128.24 |
| 00946284 | RETIREE | MEDICAL AFTER RETIREMENT | 493.80   |
| 00946285 | RETIREE | MEDICAL AFTER RETIREMENT | 1,644.73 |
| 00946286 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946289 | RETIREE | MEDICAL AFTER RETIREMENT | 453.25   |
| 00946300 | RETIREE | MEDICAL AFTER RETIREMENT | 1,219.61 |
| 00946303 | RETIREE | MEDICAL AFTER RETIREMENT | 2,077.36 |
| 00946307 | RETIREE | MEDICAL AFTER RETIREMENT | 828.24   |
| 00946309 | RETIREE | MEDICAL AFTER RETIREMENT | 762.74   |
| 00946310 | RETIREE | MEDICAL AFTER RETIREMENT | 269.02   |
| 00946318 | RETIREE | MEDICAL AFTER RETIREMENT | 1,035.91 |
| 00946321 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946322 | RETIREE | MEDICAL AFTER RETIREMENT | 689.04   |
| 00946324 | RETIREE | MEDICAL AFTER RETIREMENT | 415.50   |
| 00946326 | RETIREE | MEDICAL AFTER RETIREMENT | 1,219.61 |
| 00946330 | RETIREE | MEDICAL AFTER RETIREMENT | 305.87   |
| 00946339 | RETIREE | MEDICAL AFTER RETIREMENT | 132.25   |
| 00946341 | RETIREE | MEDICAL AFTER RETIREMENT | 1,391.42 |
| 00946350 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946351 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946353 | RETIREE | MEDICAL AFTER RETIREMENT | 700.03   |
| 00946358 | RETIREE | MEDICAL AFTER RETIREMENT | 415.50   |
| 00946359 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946362 | RETIREE | MEDICAL AFTER RETIREMENT | 305.87   |
| 00946368 | RETIREE | MEDICAL AFTER RETIREMENT | 607.89   |
| 00946372 | RETIREE | MEDICAL AFTER RETIREMENT | 674.61   |
| 00946373 | RETIREE | MEDICAL AFTER RETIREMENT | 762.74   |



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| 00946376                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 762.74 |
| <b>578</b>              | <b>Post Retirement Medical-Misc Fund</b> |                          |        |
| <b>Non Departmental</b> |                                          |                          |        |
| 00408432                | MACLEOD WATTS INC                        | GASB 75 ACTUARIAL        | 700.00 |
| 00408581                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 269.02 |
| 00408585                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 140.00 |
| 00408588                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00408589                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 453.25 |
| 00408590                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 203.69 |
| 00408592                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00408594                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00408595                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 283.25 |
| 00408608                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00408609                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 354.69 |
| 00408612                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 100.00 |
| 00408706                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 171.84 |
| 00946197                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38 |
| 00946200                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 890.87 |
| 00946202                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38 |
| 00946205                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38 |
| 00946210                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00946216                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 203.69 |
| 00946219                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 203.69 |
| 00946220                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38 |
| 00946222                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 203.69 |
| 00946223                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38 |
| 00946224                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38 |
| 00946227                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38 |
| 00946232                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 354.69 |
| 00946235                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38 |
| 00946239                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00946242                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00946245                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00946249                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38 |
| 00946250                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38 |
| 00946251                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38 |
| 00946252                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38 |
| 00946259                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 709.38 |
| 00946260                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00946261                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 143.21 |
| 00946262                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 110.00 |
| 00946263                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38 |
| 00946268                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38 |
| 00946269                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00946277                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00946278                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00946282                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |
| 00946288                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69  |



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| 00946293                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 203.69   |
| 00946294                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946295                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946297                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946298                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946304                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946306                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946312                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 203.69   |
| 00946316                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 709.38   |
| 00946317                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946319                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 139.00   |
| 00946323                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946327                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946329                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946333                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946338                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946340                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946345                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946356                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946361                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 140.36   |
| 00946364                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946371                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946374                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946375                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38   |
| 00946377                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 644.76   |
| <b>579</b>              | <b>Post Retirement Medical-Mgmt Fund</b> |                          |          |
| <b>Non Departmental</b> |                                          |                          |          |
| 00408432                | MACLEOD WATTS INC                        | GASB 75 ACTUARIAL        | 700.00   |
| 00408583                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00408586                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 1,370.61 |
| 00408587                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 862.90   |
| 00408591                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00408597                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 278.48   |
| 00408598                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 85.69    |
| 00408600                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 82.77    |
| 00408604                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 438.38   |
| 00408611                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 2,224.72 |
| 00408613                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38   |
| 00946201                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.28   |
| 00946208                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38   |
| 00946209                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946212                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 558.38   |
| 00946214                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 132.25   |
| 00946215                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 132.25   |
| 00946217                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 143.69   |
| 00946218                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 2,224.72 |
| 00946225                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946229                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 322.38   |





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| 00946231 | RETIREE | MEDICAL AFTER RETIREMENT | 84.00    |
| 00946233 | RETIREE | MEDICAL AFTER RETIREMENT | 862.90   |
| 00946236 | RETIREE | MEDICAL AFTER RETIREMENT | 689.04   |
| 00946237 | RETIREE | MEDICAL AFTER RETIREMENT | 143.69   |
| 00946238 | RETIREE | MEDICAL AFTER RETIREMENT | 206.70   |
| 00946240 | RETIREE | MEDICAL AFTER RETIREMENT | 393.75   |
| 00946241 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946243 | RETIREE | MEDICAL AFTER RETIREMENT | 438.38   |
| 00946244 | RETIREE | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946248 | RETIREE | MEDICAL AFTER RETIREMENT | 269.02   |
| 00946256 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946257 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946258 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946264 | RETIREE | MEDICAL AFTER RETIREMENT | 473.38   |
| 00946265 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946266 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946267 | RETIREE | MEDICAL AFTER RETIREMENT | 132.25   |
| 00946274 | RETIREE | MEDICAL AFTER RETIREMENT | 439.12   |
| 00946275 | RETIREE | MEDICAL AFTER RETIREMENT | 400.00   |
| 00946276 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946279 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946280 | RETIREE | MEDICAL AFTER RETIREMENT | 236.69   |
| 00946281 | RETIREE | MEDICAL AFTER RETIREMENT | 2,224.72 |
| 00946287 | RETIREE | MEDICAL AFTER RETIREMENT | 862.90   |
| 00946290 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946291 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946292 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946296 | RETIREE | MEDICAL AFTER RETIREMENT | 676.18   |
| 00946299 | RETIREE | MEDICAL AFTER RETIREMENT | 1,500.22 |
| 00946301 | RETIREE | MEDICAL AFTER RETIREMENT | 534.31   |
| 00946302 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946305 | RETIREE | MEDICAL AFTER RETIREMENT | 1,493.73 |
| 00946308 | RETIREE | MEDICAL AFTER RETIREMENT | 269.02   |
| 00946311 | RETIREE | MEDICAL AFTER RETIREMENT | 143.69   |
| 00946313 | RETIREE | MEDICAL AFTER RETIREMENT | 1,676.48 |
| 00946314 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946315 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946320 | RETIREE | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946325 | RETIREE | MEDICAL AFTER RETIREMENT | 762.74   |
| 00946328 | RETIREE | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946331 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946332 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946334 | RETIREE | MEDICAL AFTER RETIREMENT | 85.69    |
| 00946335 | RETIREE | MEDICAL AFTER RETIREMENT | 132.25   |
| 00946336 | RETIREE | MEDICAL AFTER RETIREMENT | 682.90   |
| 00946337 | RETIREE | MEDICAL AFTER RETIREMENT | 203.69   |
| 00946342 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |
| 00946343 | RETIREE | MEDICAL AFTER RETIREMENT | 322.38   |



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| 00946344                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 85.69     |
| 00946346                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 269.02    |
| 00946347                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 689.04    |
| 00946348                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 85.69     |
| 00946349                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 322.38    |
| 00946352                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 438.38    |
| 00946354                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 13.22     |
| 00946355                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 85.69     |
| 00946357                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 558.38    |
| 00946360                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 220.00    |
| 00946363                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 322.38    |
| 00946365                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 85.69     |
| 00946366                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 322.38    |
| 00946367                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 2,224.72  |
| 00946369                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 85.69     |
| 00946370                 | RETIREE                         | MEDICAL AFTER RETIREMENT  | 1,748.00  |
| <b>611</b>               | <b>Water Fund</b>               |                           |           |
| <b>Non departmental</b>  |                                 |                           |           |
| 00408265                 | BIG SKY LOGOS AND EMBROIDERY    | SUPPLIES                  | 1,370.23  |
| 00408306                 | HOME DEPOT, THE                 | SUPPLIES                  | 662.45    |
| 00408354                 | ACE INDUSTRIAL SUPPLY INC       | SUPPLIES                  | 1,971.55  |
| 00408372                 | BISHOP CO                       | TOOLS & MATERIALS         | 709.17    |
| 00408377                 | BRADY INDUSTRIES                | JANITORIAL SUPPLIES       | 4,162.58  |
| 00408409                 | FASTENAL CO                     | GLOVES                    | 9,235.01  |
| 00408512                 | BISHOP CO                       | TOOLS AND MATERIALS       | 1,216.67  |
| 00408513                 | BRADY INDUSTRIES                | JANITORIAL SUPPLIES       | 1,662.31  |
| 00408662                 | EAST BAY WORK WEAR              | UNIFORMS                  | 1,631.96  |
| 00408666                 | FASTENAL CO                     | GLOVES                    | 5,991.80  |
| 00408696                 | OFFICE DEPOT INC                | OFFICE SUPPLIES           | 3,309.27  |
| 00408709                 | ROADSAFE TRAFFIC SYSTEMS INC    | TRAFFIC SAFETY SUPPLIES   | 1,188.59  |
| 00946175                 | GRAINGER INC                    | SUPPLIES                  | 1,176.47  |
| 00946186                 | GRAINGER INC                    | SUPPLIES                  | 256.85    |
| 00946382                 | GRAINGER INC                    | SUPPLIES                  | 238.64    |
| 00946383                 | HAMMONS SUPPLY COMPANY          | JANITORIAL SUPPLIES       | 608.59    |
| <b>Water Supervision</b> |                                 |                           |           |
| 00408708                 | REO MOORE                       | CHECK REPLACEMENT         | 396.95    |
| <b>Water Production</b>  |                                 |                           |           |
| 00408251                 | ALAMEDA ELECTRICAL DISTRIBUTORS | INSTRUMENTATION PARTS     | 7,191.39  |
| 00408256                 | ARAMARK UNIFORM SERVICES        | JANITORIAL SUPPLIES       | 204.08    |
| 00408264                 | BAY ALARM COMPANY               | INSTALLATION DEPOSIT      | 71,113.04 |
| 00408266                 | BORGES AND MAHONEY              | INTRUMENTATION PARTS      | 655.67    |
| 00408308                 | HOUSE, KEVIN SHAW               | TRAINING REIMBURSEMENT    | 145.00    |
| 00408348                 | UNIVAR SOLUTIONS USA INC        | CHEMICALS                 | 17,299.54 |
| 00408367                 | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 167.69    |
| 00408417                 | GUALCO GROUP INC, THE           | PROFESSIONAL SERVICES     | 4,187.90  |
| 00408454                 | OPERATIONAL TECHNICAL SERVICES  | DIRECT HIRE               | 40,956.00 |
| 00408493                 | WALTER BISHOP CONSULTING        | PROFESSIONAL SERVICES     | 3,400.00  |
| 00408507                 | ANTIOCH ACE HARDWARE            | PARTS                     | 327.52    |



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| 00408508                  | ARAMARK UNIFORM SERVICES       | JANITORIAL SUPPLIES       | 199.00     |
| 00408510                  | AT AND T MCI                   | PHONES                    | 126.10     |
| 00408530                  | FISHER SCIENTIFIC COMPANY      | LAB SUPPLIES              | 526.32     |
| 00408535                  | HACH CO                        | LAB SUPPLIES              | 3,488.01   |
| 00408536                  | HASA INC                       | CHEMICALS                 | 118,110.58 |
| 00408538                  | KAGIN, IVONA                   | POSTAGE REIMBURSEMENT     | 26.40      |
| 00408542                  | LIM AUTOMOTIVE SUPPLY INC      | AUTOMOTIVE REPAIR PARTS   | 372.55     |
| 00408554                  | PACIFIC GAS AND ELECTRIC CO    | ELECTRIC                  | 64.98      |
| 00408555                  | PATRIOT SENSORS & CONTROLS     | EQUIPMENT & FREIGHT       | 3,948.06   |
| 00408577                  | UNIVAR SOLUTIONS USA INC       | CHEMICALS                 | 27,088.63  |
| 00408620                  | ANIMAL DAMAGE MANAGEMENT       | PEST CONTROL              | 425.00     |
| 00408635                  | CD AND POWER                   | GENERATOR SERVICE         | 9,808.53   |
| 00408648                  | CONTRA COSTA WATER DISTRICT    | TREATED WATER             | 250,829.32 |
| 00408681                  | JOHNSTON, COREY J              | TRAINING REIMBURSEMENT    | 346.00     |
| 00408698                  | PACE SUPPLY CORP               | PARTS                     | 1,260.76   |
| 00946156                  | CHEMTRADE CHEMICALS US LLC     | CHEMICALS                 | 23,267.94  |
| 00946157                  | DELL COMPUTER CORP             | COMPUTER EQUIPMENT        | 293.98     |
| 00946183                  | CHEMTRADE CHEMICALS US LLC     | CHEMICALS                 | 18,765.87  |
| 00946184                  | EUROFINS EATON ANALYTICAL INC  | ENGINEERING SERVICES      | 2,220.00   |
| 00946185                  | EVOQUA WATER TECHNOLOGIES LLC  | PARTS & SERVICE           | 434.68     |
| 00946186                  | GRAINGER INC                   | PARTS                     | 1,539.68   |
| 00946187                  | ICR ELECTRICAL CONTRACTORS     | ELECTRICAL SERVICE        | 175.00     |
| 00946189                  | LEES BUILDING MAINTENANCE      | JANITORIAL SERVICES       | 400.00     |
| 00946196                  | VINCENT ELECTRIC MOTOR CO      | PUMPS                     | 7,613.42   |
| <b>Water Distribution</b> |                                |                           |            |
| 00408265                  | BIG SKY LOGOS AND EMBROIDERY   | UNIFORMS                  | 43.89      |
| 00408269                  | C AND J FAVALORA TRUCKING INC  | RECYCLING SERVICE         | 20,662.50  |
| 00408287                  | DELTA DIABLO                   | PARKS RECYCLE WATER       | 10,010.57  |
| 00408298                  | FIRE RISK MANAGEMENT SERVICES  | INSURANCE PREMIUM         | 57.13      |
| 00408312                  | ISINGS CULLIGAN                | WATER SERVICE             | 20.67      |
| 00408313                  | JACK DOHENY COMPANY            | EQUIPMENT PARTS           | 619.42     |
| 00408321                  | LOWES COMPANIES INC            | MATERIALS                 | 129.14     |
| 00408337                  | SEECCLICKFIX                   | CONNECT ANNUAL LICENSE    | 748.98     |
| 00408340                  | SHELTERWERK                    | PROFESSIONAL SERVICES     | 1,708.75   |
| 00408346                  | TIMMONS GROUP INC              | PROFESSIONAL SERVICES     | 2,155.63   |
| 00408356                  | ALTA FENCE                     | FENCE REPAIR              | 342.50     |
| 00408363                  | AZTECA SYTEMS HOLDINGS LLC     | ANNUAL LICENSE            | 41,250.00  |
| 00408364                  | BACKFLOW DISTRIBUTORS INC      | BACKFLOW REPAIR PARTS     | 20,089.76  |
| 00408367                  | BANK OF AMERICA                | VARIOUS BUSINESS EXPENSES | 3,715.84   |
| 00408379                  | C AND J FAVALORA TRUCKING INC  | RECYCLING SERVICE         | 18,746.25  |
| 00408383                  | CHECK PROCESSORS INC           | LOCKBOX PROCESSING        | 472.24     |
| 00408396                  | CWEA SFBS                      | MEMBERSHIP RENEWAL        | 221.00     |
| 00408409                  | FASTENAL CO                    | INDUSTRIAL SUPPLIES       | 878.81     |
| 00408451                  | N CA BACKFLOW PREVENTION ASSOC | MEMBERSHIP RENEWAL        | 765.00     |
| 00408452                  | OFFICE DEPOT INC               | OFFICE SUPPLIES           | 326.22     |
| 00408462                  | R AND B TOOLS LLC              | SCAN TOOL                 | 4,771.04   |
| 00408468                  | SEECCLICKFIX                   | CONNECT ANNUAL LICENSE    | 8,081.35   |
| 00408489                  | UNDERGROUND SERVICE ALERT      | USA NORTH MEMBERSHIP      | 4,422.00   |



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| 00408497                                 | WR FORDE ASSOCIATES INC       | WATER LEAK REPAIR          | 25,986.49    |
| 00408507                                 | ANTIOCH ACE HARDWARE          | PIPE FITTINGS              | 319.02       |
| 00408514                                 | C AND J FAVALORA TRUCKING INC | RECYCLING SERVICE          | 18,960.00    |
| 00408527                                 | EAST BAY WORK WEAR            | SAFETY SHOES               | 2,027.09     |
| 00408529                                 | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM          | 34.28        |
| 00408537                                 | JUAN J DAVILA III             | TRAINING FEES              | 4,500.00     |
| 00408552                                 | OFFICE DEPOT INC              | OFFICE SUPPLIES            | 27.16        |
| 00408562                                 | RHODES, MICHAEL LEE           | TRAINING COURSE & EXAM FEE | 229.99       |
| 00408618                                 | ALTA FENCE                    | FENCING REPAIR             | 260.00       |
| 00408621                                 | ANTIOCH ACE HARDWARE          | SUPPLIES                   | 31.56        |
| 00408622                                 | ANTIOCH BUILDING MATERIALS    | ASPHALT MATERIALS          | 6,458.07     |
| 00408636                                 | CHECK PROCESSORS INC          | LOCKBOX PROCESSING         | 434.01       |
| 00408643                                 | CONNELLY, SHAUN P             | EXPENSE REIMBURSEMENT      | 100.00       |
| 00408666                                 | FASTENAL CO                   | INDUSTRIAL SUPPLIES        | 987.72       |
| 00408696                                 | OFFICE DEPOT INC              | OFFICE SUPPLIES            | 12.22        |
| 00408698                                 | PACE SUPPLY CORP              | WATER PIPE                 | 4,765.97     |
| 00946154                                 | BISHOP WISECARVER CORPORATION | CUSTOM PARTS               | 19,153.90    |
| 00946157                                 | DELL COMPUTER CORP            | COMPUTER EQUIPMENT         | 735.00       |
| 00946176                                 | INFOSEND INC                  | PRINT AND MAIL SERVICES    | 5,102.25     |
| 00946186                                 | GRAINGER INC                  | SUPPLIES                   | 151.06       |
| 00946188                                 | INFOSEND INC                  | PRINT AND MAIL SERVICES    | 2,255.11     |
| 00946189                                 | LEES BUILDING MAINTENANCE     | JANITORIAL SERVICES        | 157.50       |
| 00946378                                 | BADGER METER INC              | HYDRANT METERS             | 6,996.77     |
| 00946382                                 | GRAINGER INC                  | SUPPLIES                   | 659.93       |
| <b>Public Buildings &amp; Facilities</b> |                               |                            |              |
| 00408419                                 | HB CONSULTING GROUP INC       | PROFESSIONAL SERVICES      | 9,690.00     |
| 00408572                                 | STATE WATER RESOURCES CONTROL | SITE CLEANUP SERVICES      | 127.38       |
| 00408729                                 | WR FORDE ASSOCIATES INC       | PROGRESS PAYMENT           | 359,255.00   |
| 00946193                                 | SHIMMICK CONSTRUCTION INC     | PROGRESS PAYMENT           | 1,977,629.80 |
| <b>Water Systems</b>                     |                               |                            |              |
| 00946153                                 | BADGER METER INC              | REGISTERS                  | 442,472.75   |
| 00946170                                 | BADGER METER INC              | REGISTERS                  | 177,805.54   |
| 00946378                                 | BADGER METER INC              | WATER METERS               | 67,851.84    |
| <b>621</b>                               | <b>Sewer Fund</b>             |                            |              |
| <b>Swr-Wastewater Administration</b>     |                               |                            |              |
| 00408269                                 | C AND J FAVALORA TRUCKING INC | RECYCLING SERVICE          | 20,662.50    |
| 00408303                                 | GUILLORY, PHYLLIS DEMETRI     | TRAINING REIMBURSEMENT     | 92.55        |
| 00408312                                 | ISINGS CULLIGAN               | JULY WATER SERVICE         | 20.68        |
| 00408337                                 | SEECCLICKFIX                  | CONNECT ANNUAL LICENSE     | 748.98       |
| 00408346                                 | TIMMONS GROUP INC             | PROFESSIONAL SERVICES      | 2,155.62     |
| 00408356                                 | ALTA FENCE                    | FENCE REPAIR               | 342.50       |
| 00408358                                 | ANTIOCH ACE HARDWARE          | TOOLS                      | 373.37       |
| 00408363                                 | AZTECA SYTEMS HOLDINGS LLC    | ANNUAL LICENSE             | 41,250.00    |
| 00408367                                 | BANK OF AMERICA               | VARIOUS BUSINESS EXPENSES  | 349.74       |
| 00408379                                 | C AND J FAVALORA TRUCKING INC | RECYCLING SERVICE          | 18,746.25    |
| 00408383                                 | CHECK PROCESSORS INC          | LOCKBOX PROCESSING         | 472.24       |
| 00408396                                 | CWEA SFBS                     | MEMBERSHIP RENEWAL         | 221.00       |
| 00408400                                 | DELTA DIABLO                  | WASTE REIMBURSEMENT        | 57,246.41    |



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| 00408418   | H&R PLUMBING & DRAIN CLEANING | MANHOLE REHABILITATION  | 49,700.00 |
| 00408452   | OFFICE DEPOT INC              | OFFICE SUPPLIES         | 32.63     |
| 00408462   | R AND B TOOLS LLC             | SCAN TOOL               | 4,771.03  |
| 00408468   | SEECCLICKFIX                  | CONNECT ANNUAL LICENSE  | 8,081.35  |
| 00408489   | UNDERGROUND SERVICE ALERT     | USA NORTH MEMBERSHIP    | 4,422.07  |
| 00408514   | C AND J FAVALORA TRUCKING INC | RECYCLING SERVICE       | 18,960.00 |
| 00408527   | EAST BAY WORK WEAR            | SAFETY SHOES            | 839.62    |
| 00408552   | OFFICE DEPOT INC              | OFFICE SUPPLIES         | 81.48     |
| 00408618   | ALTA FENCE                    | FENCING REPAIR          | 260.00    |
| 00408622   | ANTIOCH BUILDING MATERIALS    | ASPHALT MATERIALS       | 6,458.08  |
| 00408636   | CHECK PROCESSORS INC          | LOCKBOX PROCESSING      | 434.01    |
| 00408654   | CWEA SFBS                     | MEMBERSHIP RENEWAL      | 221.00    |
| 00408658   | DKF SOLUTIONS GROUP LLC       | TRAINING FEES           | 8,472.30  |
| 00408679   | JACK DOHENY COMPANY           | REPAIR KIT              | 167.75    |
| 00946157   | DELL COMPUTER CORP            | EQUIPMENT CHARGER       | 1,910.97  |
| 00946161   | OWEN EQUIPMENT SALES          | TRUCK REPAIRS           | 744.88    |
| 00946162   | SCOTTO, CHARLES W AND DONNA F | RENT                    | 5,000.00  |
| 00946172   | CANON FINANCIAL SERVICES      | COPIER LEASE            | 8.40      |
| 00946175   | GRAINGER INC                  | SAFETY MATERIALS        | 107.34    |
| 00946176   | INFOSEND INC                  | PRINT AND MAIL SERVICES | 5,102.27  |
| 00946188   | INFOSEND INC                  | PRINT AND MAIL SERVICES | 2,255.12  |
| 00946189   | LEES BUILDING MAINTENANCE     | JANITORIAL SERVICES     | 157.50    |
| 00946191   | OWEN EQUIPMENT SALES          | EQUIPMENT PARTS         | 184.56    |
| 00946382   | GRAINGER INC                  | SUPPLIES                | 70.02     |
| <b>631</b> | <b>Marina Fund</b>            |                         |           |
|            | <b>Marina Administration</b>  |                         |           |
| 00408306   | HOME DEPOT, THE               | PAINT SUPPLIES          | 73.72     |
| 00408321   | LOWES COMPANIES INC           | OFFICE APPLIANCE        | 565.48    |
| 00408377   | BRADY INDUSTRIES              | JANITORIAL SUPPLIES     | 165.59    |
| 00408388   | COMCAST                       | CONNECTION SERVICES     | 847.63    |
| 00408420   | HENDERSON MARINE SUPPLY       | SUPPLIES                | 4,999.77  |
| 00408425   | LATITUDE 38                   | ADVERTISING             | 919.00    |
| 00408479   | STEPHANIES AUTO CLEARANCE     | LIEN SALE APPLICATION   | 55.00     |
| 00946189   | LEES BUILDING MAINTENANCE     | JANITORIAL SERVICES     | 1,300.00  |



AS SUCCESSOR AGENCY TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
AUGUST 11 - 31 , 2023  
FUND/CHECK#

**227      Housing Fund**

***Housing***

|          |                                  |                           |           |
|----------|----------------------------------|---------------------------|-----------|
| 00408260 | BANK OF AMERICA                  | VARIOUS BUSINESS EXPENSES | 2,135.80  |
| 00408339 | SHELTER INC                      | CDBG SERVICES             | 20,047.93 |
| 00408351 | WINTER NIGHTS FAMILY SHELTER INC | CDBG SERVICES             | 4,144.22  |
| 00946158 | HOUSE, TERI                      | PROFESSIONAL SERVICES     | 8,976.73  |



## **STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 12, 2023

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *745*

**SUBJECT:** Ordinance Prohibiting Retaliation and Harassment of Residential Tenants

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the Ordinance adding Chapters 4 and 5 of Title 11 of the Antioch Municipal Code prohibiting retaliation and harassment of residential tenants.

### **FISCAL IMPACT**

Adoption of the ordinance will have direct and indirect fiscal impacts if the City engages in enforcement of the ordinance, either through the code enforcement process or through litigation. The proposed Ordinance may be enforced by an aggrieved tenant, an organization or other entity that represents the interests of aggrieved tenants, or the City. At a minimum, an assistant city attorney or deputy city attorney position plus administrative support would be necessary for the City Attorney's Office to provide support services to the public for this ordinance.

### **DISCUSSION**

The City Council provided direction to staff at its May 9, 2023 and June 13, 2023 to prepare additional tenant protection policies for City Council consideration, including policies prohibiting retaliation and harassment of residential tenants. Staff presented a Draft Ordinance to the City Council at its June 27, 2023 for discussion and further direction.

After receiving public comment, the City Council identified potential issues concerning the section of the Draft Ordinance that enumerates landlord acts and omissions that would constitute harassment if done in bad faith. The Council directed staff to research potential solutions. The proposed Ordinance, attached as Attachment A, reflects staff's recommended updates, which are summarized in the table below.

| City Council Direction                                                       | Ordinance Addition or Revision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Address threats of rent increase in response to tenant request for repair | New subdivision (A)(4) of § 11-5.03 borrows language from the proposed retaliation chapter so that the prohibited acts—including increasing or threatening to increase rent in retaliation against a tenant who requests a repair or exercises a right under Title 11 of the Municipal Code—maybe enforced as retaliation or harassment.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2. Require notice to be in tenant spoken language                            | <p>Revised subdivision (B) of § 11-5.04 requires the form of notice prescribed by the City to include a Spanish language translation. This revised subdivision also clarifies that the City may include additional translations and additional information that will help effectuate the Tenant Anti-Harassment Ordinance.</p> <p>The Rent Stabilization Ordinance requires notices for its purposes to be provided in the language used in the written lease or that was used during the creation of an oral lease. The revision in the proposed Ordinance takes a different approach by requiring the City to provide a dual-language notice so that tenants whose primary language is Spanish will receive notice in that language regardless of the language used in the lease.</p> |
| 3. Address improper towing of tenant vehicles                                | New subdivision (A)(8) of § 11-5.03 includes the following act as harassment when done in bad faith: <i>“Remove or cause removal of a tenant’s vehicle from the rental property or abutting street in violation of applicable law. If applicable law allows for towing of the vehicle, then towing the vehicle does not constitute harassment.”</i>                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4. Address verbal abuse and psychological harm                               | New subdivision (A)(13) of § 11-5.03 includes “verbal or nonverbal abuse” and “verbal or nonverbal actions directed at a tenant or their guest that are likely, or intended, to cause physical, mental, or emotional harm” as harassment when done in bad faith. Prohibited acts include harmful “verbal or nonverbal actions directed toward a tenant or their guest as a member of a protected class that are likely, or intended, to cause physical, mental, or emotional harm.”                                                                                                                                                                                                                                                                                                     |



| City Council<br>Direction                                                                       | Ordinance Addition<br>or Revision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. <b>Protect tenants' right to organize</b>                                                    | New subdivision (A)(23) of § 11-5.03 includes the following act as harassment when done in bad faith: <i>"Prohibit, interfere with, retaliate against, or threaten retaliation against tenant organizing activities or engaging in other political activities when hosted by a tenant."</i> This provision also defines <i>"tenant organizing activities."</i> This provision clarifies that the subdivision does not prohibit reasonable time, place, and manner requirements, which a landlord could impose to address potential impacts on other tenants and the rental property. Such requirements may not "effectively prohibit or substantially interfere with organizing activities." This language is based on San Francisco's regulations on Residential Tenant Communications. |
| 6. <b>Increase penalties to be commensurate with harm and serve as more effective deterrent</b> | Pursuant to revised subdivision (D) of §11-5.05, a court may award <i>"compensatory damages, rent refunds for reduction in housing services, reasonable attorney's fees and costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation, tenant relocation, and other appropriate relief, as adjudged by the court."</i>                                                                                                                                                                                                                                                                                                                                                                                                              |

| Additional Staff<br>Recommendation                                                                                           | Ordinance Addition<br>or Revision                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. <b>Clarify standard for landlord intent to constitute harassment</b>                                                      | Revised subdivision (A) of § 11-5.03 includes acts or omissions done in <i>"bad faith."</i> The bad faith standard is generally recommended for tenant anti-harassment protections because it is flexible and allows a court to consider the specific facts of the landlord's behavior in the context of the action taken and harm suffered. |
| 8. <b>Address sexual exploitation</b>                                                                                        | New subdivision (A)(5) of § 11-5.03 includes solicitation of a tenant for sexual conduct in exchange for protection from eviction, repairs or maintenance, or fulfillment of a legal obligation.                                                                                                                                             |
| 9. <b>Address excessive rent increases intended to force a tenant to vacate in circumvention of eviction protection laws</b> | New subdivision (A)(22) of § 11-5.03 includes excessive rent increases for units that are not regulated by the Rent Stabilization Ordinance and that are intended to push a tenant out of a rental unit that is subject to eviction protections. This provision would apply to units protected by the AB 1482 eviction                       |

| <b>Additional Staff Recommendation</b>                              | <b>Ordinance Addition or Revision</b>                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                     | regulations, as well as units protected by City eviction regulations if adopted.                                                                                                                                                                                                                                                                                                        |
| <b>10. Include safeguard for potential First Amendment issues</b>   | New subdivision (B) of § 11-5.03 specifies that the prohibited acts of harassment do not include “conduct intended to communicate ideas or beliefs to the public at large and that has only an incidental effect upon a person or persons.” This provision enables the City to regulate harmful conduct that is directed at a tenant while avoiding interference with protected speech. |
| <b>11. Add criminal penalty to allow administrative enforcement</b> | New subdivision (A) of § 11-5.05 makes violations of the Anti-Tenant Harassment Ordinance publishable as an infraction or misdemeanor. This provision allows the City to enforce the ordinance through code enforcement because the Government Code authorizes the City to enforce violations of the Municipal Code that are infractions through administrative citations and fines.    |

## **BACKGROUND**

### **Anti-Retaliation**

A policy prohibiting retaliation by residential landlords, or “anti-retaliation” policy, bars landlords from retaliating against tenant because the tenant exercised or asserted certain legal rights related to the rental unit, tenancy, and status as a tenant. Staff recommended adding an anti-retaliation policy that covers all existing and future tenant protections due to concerns expressed by tenants engaging with the Rent Program regarding fears of retaliation by landlords if the tenants assert rights under the Rent Stabilization Ordinance.

The proposed Ordinance would add Chapter 4 and Section 11-4.01 to Title 11, Tenant Protections, of the Antioch Municipal Code. Section 11-4.01 would prohibit landlords from engaging in enumerated acts as retaliation against a tenant for asserting or exercising any right under Title 11. Section 11-4.01 would also establish that any act of prohibited retaliation is a defense to an action to recover possession, as well as a basis for damages and injunctive relief against the landlord.

### **Anti-Harassment**

Under State law, tenant harassment occurs when a landlord engages in specific acts with the intent to cause a tenant to vacate a rental property. The harm State law seeks to prevent is “constructive eviction,” and it does not address harassing acts by landlords that are not accompanied by the specific intent to cause the tenant to vacate or where it is difficult to prove this specific intent.

A City policy prohibiting harassment by residential landlords, or “anti-harassment” policy,

can focus more broadly on harmful actions by landlords that have no lawful purpose. The proposed Ordinance identifies specific acts and omissions by landlords that constitute prohibited harassment when done in “bad faith.” This bad faith standard encompasses situations where a landlord harasses a tenant in order to cause the tenant to leave, as well as situations where a landlord wants to avoid the expense or inconvenience of providing a tenant what they are lawfully owed or acts in a discriminatory manner.

The proposed Ordinance requires landlords to provide notice of the prohibited harassment to existing and future tenants within 30 days of the effective date of the chapter or at the beginning of the tenancy. Notice is also required in an interior common area, if any, and with any notice of termination of a tenancy. The proposed Ordinance may be enforced by an aggrieved tenant, the City, or an organization or other entity that represents the interests of aggrieved tenants. The proposed Ordinance also provides for a minimum damages amount and enhanced damages where a tenant is disabled or age 65 or over.

#### **ATTACHMENTS**

- A. Ordinance Prohibiting Retaliation and Harassment by Residential Landlords

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ADDING CHAPTERS 4 AND 5 OF TITLE 11  
OF THE ANTIOCH MUNICIPAL CODE  
PROHIBITING RETALIATION AGAINST AND HARASSMENT OF  
RESIDENTIAL TENANTS**

WHEREAS, a shortage of rental housing and market demand for affordable housing have resulted in an imbalance between supply and demand in the rental housing market in Antioch and an imbalance of bargaining power between residential landlords and tenants;

WHEREAS, Antioch residential tenants may be unwilling or unable to assert their legal rights due to factors such as an imbalance in bargaining power and concerns of retaliation;

WHEREAS, the City Council of the City of Antioch finds that these imbalances in the rental housing market and in the bargaining power of landlords and tenants reduces stability, security, and habitability, which are detrimental to the health, safety, and general welfare of Antioch residents;

WHEREAS, the City Council finds that renters occupy nearly forty percent (40%) of residential units in the City, Antioch renters have provided public comment at several City Council meetings regarding their experiences of harassment, and additional tenant protections will benefit the public health, safety, and welfare of the City;

WHEREAS, the City Council finds that the displacement of residential tenants increases the risk that Antioch residents will lack stable and appropriate housing and, therefore, seek to institute measures to reduce the impacts of displacement on tenants, particularly tenants of limited financial means;

WHEREAS, the City Council finds that reasonable regulation of aspects of the residential landlord-tenant relationship is necessary to foster constructive communication, maintain an adequate supply of rental housing units, and protect the health, safety and general welfare of the public and that there is a lack of adequate protections and remedies in the absence of City regulations;

WHEREAS, the purpose of this policy is to preserve the public peace, health, and safety of the City by deterring harassing behavior by landlords against residential tenants, encouraging residential landlords to follow the law and uphold their responsibility to provide habitable rental properties, and establishing more effect remedies for tenants who experience harassing behavior;

WHEREAS, the purpose of this policy is also to help maintain peaceful relations in the community and minimize breaches of the peace caused by self-help evictions; to protect vulnerable populations of the Antioch community, including those referenced in the recitals of the City of Antioch Rent Stabilization Ordinance adopted on October 11,

2022; to preserve Antioch's affordable rental housing stock; to reduce the expenditure of City and community resources needed in response to involuntary displacement; and to prevent adverse health impacts suffered by individuals—especially children, older person, persons living on fixed incomes, and other vulnerable renters in the City—and families as a result of displacement; and

WHEREAS, the City Council incorporates into this ordinance as necessary findings the recitals of this ordinance, any amendments or supplements, and any oral testimony provided on June 14, 2022, June 28, 2022, July 27, 2022, August 23, 2022, September 13, 2022, September 27, 2022, October 11, 2022, December 12, 2022, February 13, 2023, April 24, 2023, May 8, 2023, June 27, 2023, and July 25, 2023 and finds, determines, and declares that the threat to the public health, safety, and welfare of the City and its residents necessitates the enactment of the ordinance.

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

**Section 1.** The recitals above are incorporated herein.

**Section 2.** Chapter 4 of Title 11 of the Antioch Municipal Code, entitled "Retaliation Prohibited" is hereby added as provided below (section numbers and titles are indicated in capital letters):

**§ 11-4.01 RETALIATION PROHIBITED.**

(A) No landlord may threaten to bring, or bring, an action to recover possession, cause the tenant to quit the unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any housing services or increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of any right under this title.

(B) Any action of retaliation described in subdivision (A) shall be a defense to an action to recover possession, or it may serve as the basis for an affirmative action by the tenant for actual and punitive damages and injunctive relief.

(C) A tenant may assert retaliation affirmatively or as a defense to the landlord's action regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

**Section 3.** The following definition is hereby added to Section 11-1.02, entitled "Definitions," of the Antioch Municipal Code:

**HOUSING SERVICES.** All amenities and services related to the use or occupancy of a rental unit and common areas that are provided by the landlord, including a proportionate part of services provided to common facilities of the building and property in which the rental unit is contained. **HOUSING SERVICES** includes

without limitation hot and cold water, heat, utilities, painting, elevator service, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms), laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services, insurance, the payment of property taxes, and any other benefits or privileges permitted to the tenant by agreement, whether express or implied. **HOUSING SERVICES** also includes those basic housing services required by Cal. Civil Code § 1941.1.

**Section 4.** Chapter 5 of Title 11 of the Antioch Municipal Code, entitled “Anti-Harassment” is hereby added as provided below (section numbers are indicated in bold, and titles are indicated in bold capital letters):

**§ 11-5.01 TITLE, PURPOSE. AND APPLICABILITY.**

- (A) This chapter shall be known as the “Tenant Anti-Harassment Ordinance”.
- (B) The Tenant Anti-Harassment Ordinance augments existing protections provided to residential tenants under federal, State, and local laws to prohibit and deter tenant harassment by landlords in all residential rental units, including single-family residences and condominiums.
- (C) The Tenant Anti-Harassment Ordinance applies to all landlords and tenants of residential rental units within the City, unless exempted herein, including landlords and tenants who may not be covered by other Title 11 tenant protection policies.

**§ 11-5.02 EXEMPTIONS.**

The following rental units are exempt from the restrictions and requirements of this chapter:

- (A) Rental units in any hospital, skilled nursing facility, or health facility.
- (B) Rental units in a nonprofit facility that has the primary purpose of providing short-term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.
- (C) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time of not more than twenty-four (24) months, and where the client has been informed in

writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.

(D) Rental units exempted from Part 4, Title 4, Chapter 2 of the California Civil Code by section 1940(b)(transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of thirty (30) days or more, or the landlord violates California Civil Code section 1940.1, or successor statute, to avoid tenancy status.

### **§ 11-5.03 HARASSMENT BY LANDLORD PROHIBITED.**

(A) No landlord, and no agent or employee of the landlord, shall engage in any act or omission described below in bad faith. Each act or omission in violation of this section constitutes harassment.

(1) Interrupt, terminate, or fail to provide, or threaten to interrupt, terminate, or fail to provide, housing services required by a rental housing agreement or by State or local housing, health, or safety laws. This includes, without limitation, the following:

(a) Curtailing any utility services by any means whatsoever including, but not limited to, the cutting or removal of wires, removal of fuses, switching of breakers, and non-payment of bills for utilities that are part of the housing services. Utility services includes, but is not limited to, water, heat, electricity, gas, telephone, cable, internet, garbage and recycling collection, and sewage.

(b) Impeding reasonable access to the rental unit.

(c) Removing, without replacement within a reasonable time period, when building permits are obtained, if required, doors or windows of the rental unit.

(2) Fail to perform, or threaten to fail to perform, repairs or maintenance required by a rental housing agreement or by State or local housing, health, or safety laws.

(3) Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.

(4) Take, or threaten to take, any action to recover possession or cause the tenant to quit the unit involuntarily, decrease a housing service, or increase rent with the intent to retaliate against a tenant

for the tenant's assertion or exercise of any right under this title, including a right to request reasonable repairs or maintenance, or to deter the assertion or exercise of such rights.

(5) Solicit a tenant for sexual conduct in exchange for protection from eviction, repairs or maintenance of the rental unit or rental property, or the fulfillment of an obligation of the landlord under the rental housing agreement or law.

(6) Abuse the right of access into a rental unit as established and limited by California Civil Code Section 1954 or successor statute, including entering or photographing portions of the rental unit that are beyond the scope of a lawful entry or inspection.

(7) Remove from the rental unit personal property, furnishings, or other items that belong to the tenant or that are part of the housing services without the prior written consent of the tenant, except when done pursuant to the procedures set forth in Civil Code Section 1980 *et seq*, or successor statute.

(8) Remove or cause removal of a tenant's vehicle from the rental property or abutting street in violation of applicable law. If applicable law allows for towing of the vehicle, then towing the vehicle does not constitute harassment.

(9) Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation, or coercion. This includes threatening to report a tenant or other person known to the landlord to be associated with the tenant to any local, State, or federal agency based on their perceived or actual immigration status. The prohibition shall not be construed as preventing communication with such agencies regarding an alleged immigration violation as permitted by law. This provision shall also not be construed to conflict with Civil Code Section 1940.2, subd. (a)(5) or successor statute.

(10) Offer payments to a tenant to vacate more than once in six (6) months, after the tenant has notified the landlord in writing the tenant does not desire to receive further offers of payments to vacate.

(11) Attempt to coerce a tenant to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation.

(12) Threaten a tenant or their guest by word or gesture, with physical harm.



(13) Engage in verbal or nonverbal abuse of a tenant or their guest or use verbal or nonverbal actions directed at a tenant or their guest that are likely, or intended, to cause physical, mental, or emotional harm, including verbal or nonverbal actions directed toward a tenant or their guest as a member of a protected class that are likely, or intended, to cause, physical, mental, or emotional harm.

(14) Engage in any act or omission that interferes with a tenant's right to quiet use and enjoyment of a rental unit, as that right is defined by California law.

(15) Violate a law that prohibits discrimination based on actual or perceived race, color, sex (including pregnancy, childbirth, and related medical conditions), gender, sexual preference, sexual orientation, ethnic background, nationality, ancestry, place of birth, immigration or citizenship status, primary language, religion, age, source of income, military or veteran status, familial status (including parenthood, occupancy of a minor child, and composition of family unit), marital status, disability (including mental and physical disability), genetic information, or medical condition. Parentheticals in the foregoing list are without limitation.

(16) Refuse to accept or acknowledge receipt of a tenant's lawful rent payment, except when a landlord is engaged in a tenant eviction process.

(17) Refuse to cash a rent check or money order for more than 30 days, except when a landlord is engaged in a tenant eviction process.

(18) Engage in any act that interferes with a tenant's right to privacy or request information that violates a tenant's right to privacy, including, without limitation, residency or citizenship status or social security number, except as authorized by law.

(19) Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts.

(20) Force a tenant to vacate their rental unit and reregister to avoid classification as a tenant under Civil Code Section 1940.1. Forced vacation can be implied from the totality of the circumstances.

(21) Unilaterally impose or require an existing tenant to agree to material new terms of tenancy or to a new rental housing agreement, unless:

- (a) Subject to subdivision (3), below, the change in the terms of tenancy is explicitly authorized by this title, California Civil Code sections 1946.2(f), 1947.5, or 1947.12, or any successor statute thereof, or is required by federal, State, or local law or regulatory agreement with a government agency; or
- (b) Subject to subdivision (3), below, the change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new terms as part of the rental agreement.
- (c) Notwithstanding the foregoing, where a rental unit is regulated by the Rent Stabilization Ordinance, § 11-3.01 *et seq.*, any change in terms of tenancy must comply with the Rent Stabilization Ordinance and associated regulations.

(22) Take any action to recover possession of a rental unit that is exempt from rent increase limitations under this title or any other provision of law by means of a rent increase that is imposed in bad faith with intent to coerce the tenant into vacating the rental unit in circumvention of State and local eviction protection laws. Evidence of bad faith may include, without limitation, the following: (i) the rent increase was substantially in excess of market rates for comparable units; (ii) the rent increase was within six months after an attempt to recover possession of the unit; and (iii) such other factors as a court may deem relevant.

(23) Prohibit, interfere with, retaliate against, or threaten retaliation against tenant organizing activities or engaging in other political activities when hosted by a tenant. "Tenant organizing activities" include the following:

- (a) Initiating contact with tenants to ascertain interest in, or seek support for forming, a tenant association or union, which may include conducting door-to-door surveys;
- (b) Joining, supporting, or operating a tenant association or union; and
- (c) Requesting or providing information, offering assistance, distributing literature, convening meetings with or without a landlord or landlord representative, or otherwise acting on behalf of one or more tenants in the building regarding housing conditions, community life, landlord-tenant

relations, and/or similar issues of common interest or concern among tenants in the building.

- (d) This subdivision (A)(23) does not prohibit a landlord from establishing reasonable time, place, and manner requirements of organizing activities so long as the requirements would not effectively prohibit or substantially interfere with organizing activities.

(24) Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, peace or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

- (B) The conduct described in subdivision (A), above, shall not include conduct intended to communicate ideas or beliefs to the public at large and that has only an incidental effect upon a person or persons.

#### **§ 11-5.04 NOTICE.**

- (A) On or before the date of commencement of a tenancy, and at the same time as any notice of termination of tenancy, a landlord shall deliver to the tenant written notice of the following in the form prescribed by the City:

- (1) The tenancy is regulated by this Tenant Anti-Harassment Ordinance, Antioch Municipal Code, Title 11, Chapter 5.

- (2) Section 11-5.03 of the Antioch Municipal Code prohibits landlords from engaging in certain acts or failing to perform certain acts related to a tenancy in bad faith or with a dishonest intent.

- (3) Landlords that violate this chapter may be held liable for damages.

- (B) The form of notice prescribed by the City shall include a Spanish language translation of the text and may include translations in additional languages or additional information deemed necessary or convenient to effectuate the purpose of this chapter.

- (C) For tenancies existing on the effective date of this chapter or any amendment thereof, a landlord shall deliver to each existing tenant the written notice required by subdivision (A), above, in the form prescribed by the City within thirty (30) days of such effective date.

(D) Where a property contains more than one rental unit and an interior common area accessible by the tenants of more than one rental unit, landlords shall post the written notice required by subdivision (A), above, in the form prescribed by the City in at least one interior common area.

#### **§ 11-5.05 SEVERANCE OF AMENITIES PROHIBITED.**

(A) The following amenities, supplied in connection with use or occupancy of a rental unit, may not be severed from a tenancy without good cause: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, backyards, gardens on the same lot, kitchen facilities, toilet facilities, or lobbies.

(B) For purposes of this section, good cause shall include:

(1) Required by federal, State, or local law;

(2) For rental units that are exempt from the Rent Stabilization Ordinance, § 11-3.01 *et seq.*, acceptance of the severance in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept the severance;

(3) For rental units that are regulated by the Rent Stabilization Ordinance, § 11-3.01 *et seq.*, approval of the removal of amenities by a Hearing Officer; or

(4) Severance results from the removal of a balcony for which repair or removal was necessary for safety and the landlord has obtained all necessary permits for the removal.

(C) A severance does not include noticed temporary unavailability of the above housing services to perform necessary work with all required permits.

#### **§ 11-5.06 WAIVER VOID.**

It is against public policy, void and unenforceable to waive or modify any provision of this chapter in an oral or written rental housing agreement.

#### **§ 11-5.07 REMEDIES AND PENALTIES.**

(A) Criminal Penalty. A violation of any provision of this chapter is punishable as an infraction or misdemeanor. A misdemeanor conviction under this article shall be punished by a fine of not more than \$1,000 for each offense, as determined by the court.

(B) Civil Action. Any aggrieved person, or any person, organization, or entity who will fairly and adequately represent the interest of an aggrieved tenant(s) under this chapter, or the City may institute civil proceedings as provided by law against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

(C) Injunction/Equitable Relief. Any person who commits an act or engages in any pattern and practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly or adequately represent the interests of the protected class.

(D) Penalties and Other Monetary Awards.

(1) Any person who violates, or aids or incites another person to violate, the provisions of this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of two thousand dollars (\$2000.00), whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter.

(2) Any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to five thousand dollars (\$5,000) for each offense committed against a person who is disabled within the meaning of California Government Code Section 12926, *et seq.* or successor statute, or aged sixty-five (65) or over. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, tenant relocation costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation or history of violations of this chapter by the landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined by Civil Code Section

3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

(E) Affirmative Defense. A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer action.

(F) Additional Enforcement; Nonexclusive Remedies and Penalties. This Rent Stabilization chapter may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein. The remedies in this chapter shall be in addition to any other existing remedies which may be available.

**Section 8.** **Severability.** If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

**Section 9.** **CEQA.** The above amendment is not a project under the California Environmental Quality Act under the common-sense exemption (CEQA Guidelines §15061(b)(3) because the proposed amendment will not have a direct or reasonably foreseeable indirect physical change or effect on the environment.

**Section 10.** **Publication.** This ordinance 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 and shall take effect and be enforced thirty (30) days from and after the date of its adoption.

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2023, and passed and adopted at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_ 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Lamar Thorpe, Mayor of the City of Antioch**

**ATTEST:**

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**Elizabeth Householder**  
**City Clerk of the City of Antioch**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 12, 2023

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

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

**SUBJECT:** Ordinance Changing the City Administration's Organizational Structure by Transferring, from the City Manager to the City Council, the Authority to Appoint, Supervise, and Remove the Chief of Police

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the ordinance (1) amending section 2-2.06(B)(2) of the Antioch Municipal Code removing the Chief of Police from the City Manager's appointment, discipline, and removal power, and (2) adding a new Article 4 to Chapter 3 of Title 2 of the Antioch Municipal Code, so that the Chief is appointed by and serves at the pleasure of the City Council, and setting out some general duties and responsibilities of the Police Chief (Attachment A).

### **FISCAL IMPACT**

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

### **DISCUSSION**

The purpose of this staff report is to provide information, so the City Council can consider whether it seeks to change the organizational structure of the City's administration by transferring, from the City Manager to the City Council, the authority to appoint, supervise, and remove the Chief of Police.

#### **City Council's Statutory Authority**

City councils are granted wide latitude in deciding how a city will be administered and operated. The Government Code provides a city council with the statutory authority to appoint and remove the chief of police. (Gov. Code, § 36505; Gov. Code, § 36506.) A city council can also adopt a city manager form of government and vest the authority, by ordinance, in the city manager to appoint and dismiss the chief of police and other subordinate appointive officers and employees, except the city attorney. (Gov. Code, § 34856.)



In city council-city manager form of government, the city council reserves for itself policymaking functions, approval authority regarding the budget and certain decisions, and supervision of the city manager and the city attorney. The chief of police is generally appointed and supervised by the city manager.

The City of Antioch currently operates under a city council-city manager form of government. The City Council ordinance establishing the authority of the City Manager vests the City Manager with the authority to appoint, remove, and supervise the Chief of Police.

In some cities, the city council appoints department heads, including the chief of police. Under this organizational structure, the chief of police reports directly to the city council, but many routine day-to-day police department issues may be coordinated by the city manager. In this way, more routine matters are handled by the city manager and the city council has a more direct relationship with the chief of police. An example of this structure is found in the City of Fullerton, CA, where the Chief of Police is appointed by and serves at the pleasure of the City Council. (Ord. 3185, § 2, 2012)

#### City of Antioch's Council-City Manager Form of Government

The City of Antioch has a council-manager or city manager form of government. The City Manager is responsible to the City Council for the efficient administration of all the affairs of the City that are under his control.

The City Manager exercises control over all departments and divisions of the City government and over all appointive officers and employees, except as provided by local, state, or federal law. The City Manager has power, subject to the City personnel rules, to employ, discipline, or remove all heads of departments or subordinate officers and employees, to transfer employees from one department to another, and to consolidate or combine offices, positions, departments, or units under his or her jurisdiction.<sup>1</sup>

#### The Police Oversight Standing Committee Previously Considered Transferring the Authority to Appoint and Remove the Chief of Police from the City Manager to the City Council

In 2021, the City Council explored the idea of changing the authority of the City Manager to hire and remove the Chief of Police. At the October 26, 2021 meeting of the Police Oversight Standing Committee, Mayor Thorpe, Mayor Pro Tem Wilson and Council Member Torres-Walker requested a working draft of the Police Chief hiring process that includes the following: an external recruitment pool, one representative from each district involved in the hiring process, the City Council's ability to ratify the contract prior to hiring. Notably, the City Council expressed interest in transferring authority from the City Manager to the City Council to make the final decision regarding hiring of a Police Chief.

At the November 23, 2021 meeting, former City Manager Ron Bernal prepared a staff report on the City's "Police Chief Recruitment and Hiring Process". Councilmember Barbanica made a motion to approve the policy prepared by City Manager Bernal. The

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<sup>1</sup> This authority does not apply to the City Attorney, the City Clerk, or the City Treasurer.

motion was seconded by Councilmember Ogorchock, but it failed with only Councilmembers Barbanica and Ogorchock voting in favor of it. Councilmembers Wilson and Torres-Walker voted against the motion. Mayor Thorpe was absent.

At the end of that meeting, Councilmember Torres-Walker requested a Municipal Code review of the Police Chief appointment process to include the City Council.

#### Transferring the Appointment and Removal Authority for the Chief of Police from the City Manager to the City Council Requires Amending the Antioch Municipal Code

The existing structure of the city council-city manager form of government is established by ordinance. Therefore, the Antioch City Council needs to adopt an ordinance amending the City's municipal code to change the reporting structure of the Chief of Police.

The ordinance (Attachment A) removes the existing authority of the City Manager with regard to the Chief of Police position and vests the authority to appoint, supervise, and remove the Chief of Police in the City Council.

#### Supervision and Performance Evaluation of the Chief of Police

The Chief of Police is currently supervised by the City Manager. If the City Council passes the ordinance (Attachment A), the Chief of Police would report directly to the City Council. The City Council would supervise the Chief and evaluate his performance. The procedure for supervising this position could include annual, semi-annual, and/or as-needed performance evaluations. If the City Council desires to maintain closer oversight of the Police Chief, the City Council could meet more regularly for this purpose. This authority would be vested in the City Council as a whole and exercised by the City Council as a whole via noticed closed and open session public meetings.

Under this reporting structure, the City Manager, City Attorney, and Chief of Police would all report to the City Council. Therefore, the City Council may wish to consider the extra workload for an additional direct report. That being said, a direct reporting relationship between the City Council and the Chief of Police may support enhanced communication and alignment between the City Council and the Police Chief.

Elected officials may be well positioned to evaluate the effectiveness of the police department by soliciting input from their respective constituencies. The City Council has extensive relationships that position them to understand the perception of the police by diverse communities of residents, the business community, the faith-based community, and by other communities and individuals interacting with law enforcement. While taken individually these diverse viewpoints are subjective, cumulatively they may form a broad basis for evaluation of performance of the police chief. For example, the presence of officers on "Patrol" assignment on the streets may be perceived differently by different segments of the community; for some it may suggest comforting security, but others may view it as intimidating. Certain statistical measurements may suggest varying degrees of productivity, but these may be counter to the community's perception.

On the other hand, if the City Council elects to retain the current reporting relationship

between the City Manager and the Chief of Police, the City Manager could include community-provided information in the evaluation the Police Chief.

The California League of Cities, in its Mayors and Council Members Resource Guide, describes the importance of the relationship between the City Council and Police Department as follows:

“The internal policies and procedures of the [police] department are determined by the police chief and need to be consistent with the law and policies of the city manager or city administrator and the council. Since the police function is primarily concerned with a broad range of order maintenance activities and with the provision of services to the community, these matters are clearly local concerns requiring responsiveness to the public and accountability to community priorities. Coordination of services, development of priorities, and maintenance of a balance between the services offered and the financial resources of the community require that the agencies delivering the services be responsible to the public. The determination of what services a police agency will provide, what priorities will exist, and what police responses will be sanctioned are proper decisions for the city council. A police department exists within a political arena, and a city council can be asked to answer to the electorate based on the actions of the police department. It is therefore, important that a police department understand its connection and relationship within this political arena.”

#### City Council Discussion and Public Comment

The City Council’s decision of whether to transfer, from the City Manager to the City Council, the authority to appoint, supervise, and remove the Chief of Police is likely to have city-wide implications. Therefore, the City Council may wish to invite and consider input from the City Manager, department heads, other city staff, and the broader Antioch community.

#### **ATTACHMENTS**

A. Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AMENDING SECTION 2-2.06(B)(2) AND ADDING A NEW ARTICLE 4,  
“POLICE DEPARTMENT,” TO CHAPTER 3 OF TITLE 2 OF THE  
ANTIOCH MUNICIPAL CODE, RELATING TO OVERSIGHT OF THE  
POSITION OF CHIEF OF POLICE**

**WHEREAS**, the City of Antioch ("City") operates under a City Council-City Manager form of government, under which the Chief of Police is presently employed, overseen, disciplined, and removed by the City Manager;

**WHEREAS**, on April 11, 2023 the City Council held a meeting at which it considered a change to the present organizational structure which would involve transferring the authority to appoint, supervise, and remove the Chief of Police from the City Manager to the City Council;

**WHEREAS**, after consideration of the item, the City Council directed staff to proceed with an ordinance to amend the Antioch Municipal Code ("AMC") to clarify that, going forward, the Chief of Police will be appointed, supervised, and removed by the City Council;

**WHEREAS**, under this reporting structure, the City Council may establish additional procedures for becoming more closely involved in performance evaluations, handling constituents' comments and concerns related to the office of Chief of Police, and managing issues of accountability and responsiveness; and

**WHEREAS**, the City Council has carefully considered the implications of this legislative proposal, and has determined it is in the best interest of the City to transition the oversight of the Chief of Police role from the City Manager's office to the City Council.

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

**SECTION 1. Recitals.** The above recitals are incorporated as though set forth in this section.

**SECTION 2. Amendment.** Section 2-2.06(B)(2) of the AMC is hereby amended to read as follows (additions shown in underline):

**§ 2-2.06 POWERS AND DUTIES**

...

(B) In addition to the City Manager's general powers as administrative head and not as a limitation thereon, it shall be his duty and he shall have the power:

(2) Subject to the city personnel rules, to employ, discipline, or remove all

heads of departments or subordinate officers and employees, to transfer employees from one department to another, and to consolidate or combine offices, positions, departments, or units under his or her jurisdiction. Nothing contained in this subdivision shall apply, however, to the City Attorney, the City Clerk, the Chief of Police, or the City Treasurer.

**SECTION 3. Addition.** A new Article 4 is hereby added to Chapter 3 of Title 2 of the AMC, to read in full as follows:

## **ARTICLE 4: POLICE DEPARTMENT**

### **§ 2-3.401 CREATED**

There is hereby created in the government of the City a Police Department under the control of a Chief of Police, who shall be appointed by and serve at the pleasure of the City Council. The Chief of Police shall perform the functions and duties specified by the laws of the State of California, the Antioch Municipal Code, and the City's class specification. The Chief of Police shall also perform other legally permissible and proper functions and duties in an efficient, competent, and ethical manner. Pursuant to section 13522 of Chapter 1 of the California Penal Code, the City, while receiving aid from the state pursuant to said Chapter 1, will adhere to the standards for recruitment and training established by the California Commission on Peace Officer Standards and Training.

**SECTION 4. CEQA.** The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. Here, the amendment of the Antioch Municipal Code in the manner set forth in this Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment. Moreover, approval of the Ordinance merely constitutes an administrative activity of the City and is additionally exempt from CEQA on that basis. (CEQA Guidelines, § 15378(b)(5).)

**SECTION 5. Severability.** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be enforced within ninety (90) days from and after the date of its adoption by the City Council at a second

reading and shall be posted and published in accordance with the California Government Code.

**I HEREBY CERTIFY** that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 22<sup>nd</sup> day of August 2023, and passed and adopted at a regular meeting thereof, held on the 12<sup>th</sup> day of September 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAINED:**

**ABSENT:**

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**LAMAR A. THORPE**  
**MAYOR OF THE CITY OF ANTIOCH**

**ATTEST:**

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 12, 2023

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

**SUBMITTED BY:** Anthony Morefield, Police Captain *Ant 3320*

**APPROVED BY:** Joseph Vigil, Acting Chief of Police

**SUBJECT:** Continuance of Employee Referral and Recruitment Signing Bonus and Incentive Program for Qualified Lateral and Entry Level Police Officers

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution authorizing the Acting City Manager or designee to continue the employee referral and recruitment signing bonus and incentive program for qualified lateral and entry level (academy graduate and recruit) Police Officers for a total program amount of up to \$300,000 during fiscal year 2023-2024.

**FISCAL IMPACT**

The fiscal impact would be determined solely by the number of lateral and/or entry level applicants hired while the program is in effect. Per lateral Officer, the total fiscal impact is estimated to be \$40,000. This assumes the lateral Officer is hired at Step E and is eligible to take advantage of the full incentive package which includes up to two hundred (200) hours of accrued sick leave from their previous agency and an automatic forty (40) hours of vacation upon employment. Per entry level Officer, the fiscal impact is estimated to be \$30,000. These financial incentives are distributed in five (5) separate increments over a five-year period for lateral Officers and five (5) separate increments over five (5) years for entry level Officers with the bulk of the payment (\$15,000) being paid upfront. Assuming the Police Department hired fifteen (15) officers (including lateral officers with additional bonuses) who were all eligible for their first \$15,000 bonus in the same year, the total cost of the program could be approximately \$300,000 for fiscal year 2023-2024. It is believed some of the costs could be covered through salary savings from vacancies.

**DISCUSSION**

At the regular City Council Meeting of September 13, 2022, the City Council adopted a resolution increasing the employee recruitment and signing bonus incentive program in

the total amount of \$30,000 to be paid over a five-year period, with the bulk of the incentive (\$15,000) to be paid upfront. This incentive program applied to qualified lateral and entry level police officers. Additional bonuses/incentives for lateral officers that remained in place from earlier agreements. The incentive program also had a claw back provision requiring repayment of the bonuses if an employee severed employment with the City of Antioch any time prior to the 5-year commitment. The adopted bonuses/incentives were as follows:

***Program Details for Lateral Police Officers (open to all qualifying lateral police officers hired from September 13, 2022 until September 12, 2023):***

To qualify for the bonus/incentives, the applicant must:

1. Be currently employed as a police officer within a California law enforcement agency.
2. Have two (2) years of experience and have successfully completed a probationary period.
3. And, possess a Basic California POST Certificate.
4. If the applicant is a former Antioch officer who wishes to return to the department, his/her separation of employment must be at least eighteen (18) months to qualify.

The bonus/incentives will consist of the following:

1. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department.
2. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant.
3. Automatic credit of 40 hours vacation upon employment.
4. Signing bonus of \$30,000 with payments in the following increments:
  - a. \$15,000 – upon successful completion of FTO
  - b. \$2,500 – upon successful completion of probation
  - c. \$5,000 – upon three (3) years of service
  - d. \$2,500 – upon four (4) years of service
  - e. \$5,000 – upon five (5) years of service

***Program Details for Entry Level (Academy Graduate and Recruit) Police Officers (open to all qualifying entry level police officers hired from September 13, 2022, until September 12, 2023):***

To qualify for the bonus/incentives, the applicant must:

1. Successfully complete a Basic Police Academy and possess a Basic POST certificate in the State of California.
2. Successfully complete the background and hiring process for the City of Antioch Police Department.
3. Successfully complete the Field Training Program for the City of Antioch Police department.

The bonus/incentives will consist of the following:

4. Signing bonus of \$30,000 with payments in the following increments:
  - a. \$15,000 – upon successful completion of FTO



- b. \$2,500 – upon successful completion of probation
- c. \$5,000 – upon three (3) years of service
- d. \$2,500 – upon four (4) years of service
- e. \$5,000 – upon five (5) years of service

***Repayment of Bonuses and Incentives:***

In the event of separation of (lateral or entry level) applicant's employment with the City for any reason, the applicant shall reimburse the City for the signing bonuses as detailed below:

1. If separation occurs before completion of the probationary period, applicant shall reimburse the City for **\$15,000**
2. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for **17,500**
3. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for **\$22,500**
4. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for **\$25,000**

Such reimbursement shall be immediately due and payable without notice. Any unpaid balance of the signing bonus shall first be deducted from the applicant's final paycheck. In the event the final paycheck is not sufficient to pay the balance of the signing bonus, then any resultant balance must be paid, in full, with other resources of the applicant. If the applicant remains employed with the City beyond the terms defined above, the applicant will have no obligation to repay any part of the signing bonus.

Additionally, any current Antioch employee who recruits a lateral officer will receive his/her choice of \$1,000 or twenty (20) hours of Comp Time upon the lateral's successful completion of the field training program.

Since this hiring incentive program has been in effect, the Police Department has hired a total of twelve (12) lateral and entry level officers. Many other police departments across the state have comparable hiring incentives, and to remain competitive, the Antioch Police Department should continue with its own hiring incentive program. The Police Department proposes renewing the current recruitment signing bonus/incentives for qualified lateral and entry level (academy graduate and recruit) police officers hired from September 12, 2023 to September 11, 2024 as outlined in (Exhibit A).

**ATTACHMENTS**

- A. Resolution
- B. Exhibit A

**ATTACHMENT "A"**

**RESOLUTION NO. 2023/\*\***  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH**  
**AUTHORIZING CONTINUATION OF THE EMPLOYEE REFERRAL AND**  
**RECRUITMENT SIGNING BONUS/INCENTIVE PROGRAM FOR QUALIFIED**  
**LATERAL AND ENTRY LEVEL (ACADEMY GRADUATE AND RECRUIT) POLICE**  
**OFFICERS AND ADJUSTMENT OF THE FISCAL YEAR 2023-2024 BUDGET TO**  
**FUND THE PROGRAM**

**WHEREAS**, on September 13, 2022, the Antioch City Council adopted Resolution 2022/168 increasing the employee recruitment and signing bonus incentive program in the total amount of \$30,000 to be paid over a five-year period;

**WHEREAS**, the Antioch Police Department has hired a total of 12 lateral and entry level Officers under this program; and

**WHEREAS**, the Antioch City Council recognizes the need to remain competitive in hiring qualified Police Officers.

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

1. authorizes the Acting City Manager or designee to continue the employee referral and recruitment signing bonuses and incentives for qualified lateral and entry level (academy graduate and recruit) Police Officers in the amounts contained in "Exhibit A" to this resolution for a one (1) year period beginning on September 12, 2023 and ending on September 11, 2024 for a total program amount not to exceed \$300,000 during fiscal year 2023-2024; and
2. authorizes the Acting City Manager or designee to make the necessary fiscal year 2023-2024 budget adjustments to fund the Employee Referral and Recruitment Signing Bonus and Incentive Program for Qualified Lateral and Entry Level Police Officers.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 12th day of September 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

+

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

***Recommended Program Details for Lateral Police Officers (open to all qualifying lateral police officers hired from September 12, 2023 until September 11, 2024):***

To qualify for the bonus/incentives, the applicant must:

1. Be currently employed as a police officer within a California law enforcement agency.
2. Have two (2) years of experience and have successfully completed a probationary period.
3. And, possess a Basic California POST Certificate.
4. If the applicant is a former Antioch officer who wishes to return to the department, his/her separation of employment must be at least eighteen (18) months to qualify.

The bonus/incentives will consist of the following:

1. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department.
2. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant.
3. Automatic credit of 40 hours vacation upon employment.
4. Signing bonus of \$30,000 with payments in the following increments:
  - a. \$15,000 – upon successful completion of FTO
  - b. \$2,500 – upon successful completion of probation
  - c. \$5,000 – upon three (3) years of service
  - d. \$2,500 – upon four (4) years of service
  - e. \$5,000 – upon five (5) years of service
5. Any current Antioch employee who recruits a lateral officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program.

***Recommended Program Details for Entry Level (Academy Graduate and Recruit) Police Officers (open to all qualifying entry level police officers hired from September 12, 2023, until September 11, 2024):***

To qualify for the bonus/incentives, the applicant must:

1. Successfully complete a Basic Police Academy and poses a Basic POST certificate in the State of California.
2. Successfully complete the background and hiring process for the City of Antioch Police Department.
3. Successfully complete the Field Training Program for the City of Antioch Police department.

The bonus/incentives will consist of the following:

4. Signing bonus of \$30,000 with payments in the following increments:
  - a. \$15,000 – upon successful completion of FTO
  - b. \$2,500 – upon successful completion of probation
  - c. \$5,000 – upon three (3) years of service
  - d. \$2,500 – upon four (4) years of service
  - e. \$5,000 – upon five (5) years of service

***Repayment of Bonuses and Incentives:***

In the event of separation of (lateral or entry level) applicant's employment with the City for any reason, the applicant shall reimburse the City for the signing bonuses as detailed below:

1. If separation occurs before completion of the probationary period, applicant shall reimburse the City for **\$15,000**
2. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for **\$17,500**
3. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for **\$22,500**
4. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for **\$25,000**

Such reimbursement shall be immediately due and payable without notice. Any unpaid balance of the signing bonus shall first be deducted from the applicant's final paycheck. In the event the final paycheck is not sufficient to pay the balance of the signing bonus, then any resultant balance must be paid, in full, with other resources of the applicant. If the applicant remains employed with the City beyond the terms defined above, the applicant will have no obligation to repay any part of the signing bonus

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 12, 2023

**SUBMITTED BY:** Kevin Scudero, Acting Community Development Director  
Zoe Merideth, Senior Planner

**APPROVED BY:** Kevin Scudero, Acting Community Development Director 

**SUBJECT:** Authorize Response to Grand Jury Report No. 2306 "Affordable Housing: A Plan Without a Home"

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution authorizing the Mayor to sign and submit the City of Antioch's response to the Contra Costa Civil Grand Jury Report No. 2306 "Affordable Housing: A Plan Without a Home".

**FISCAL IMPACT**

There are no fiscal impacts incurred by the City to authorize the response. Preparing the response involved staff time. The response does not commit staff to develop new programs or projects that are not already part of the 6<sup>th</sup> cycle Housing Element.

**DISCUSSION**

Early in California's history, the California Constitution established grand juries in each county. The California Penal Code includes provisions on the formation of grand juries and the powers and duties of grand juries. With respect to public agencies, grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (Cal. Penal Code § 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the "governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body..." (Cal. Penal Code § 933(c)).

On June 14, 2023, the Civil Grand Jury of Contra Costa County released a report directed at all 19 cities/towns and the County entitled Report No. 2306 "Affordable Housing: A Plan Without a Home" (Report). The Report investigates affordable housing for very low- and low-income residents in the County. The Grand Jury "wanted to understand who in local government is responsible for implementation of approved housing plans and why were those plans failing to address permit targets for very low- and low-income residents. What are the drivers/obstacles behind these missed targets, and what actions were being taken to increase the availability of affordable housing for these residents throughout our

County.” The Report is a summation of the work, findings, and recommendations of the Grand Jury.

The Report specifically requests responses to each finding and recommendation. Local government responses are legally required by California Penal Code sections 933(b) and 933.05(b). A total of 13 “findings” and 10 “recommendations” were provided in the Report. The City’s suggested responses are included as Exhibit A to the attached Resolution (Attachment A).

To assist with a consistent and collaborative review and response to the Report by each local government, all 19 cities/towns and the County (representing unincorporated areas) reached out to the Contra Costa County Collaborative (C4), a Countywide resource which is funded by the Metropolitan Transportation Commission and Association of Bay Area Governments (MTC/ABAG). Since 2021, C4 has worked with Contra Costa jurisdictions’ Planning Divisions by providing workshops and tools to assist in the preparation and implementation of the 6<sup>th</sup> cycle Housing Elements. With respect to the Grand Jury Report, C4 prepared suggested responses to the findings and recommendations, with areas for each jurisdiction to provide more tailored responses. The standardized response approach provides consistency among Contra Costa County’s 19 cities and towns. Staff tailored each of the C4 responses to best reflect Antioch’s policies and practices.

## **ATTACHMENTS**

A. Resolution

Exhibit A: Antioch’s Response to the Report

B. Grand Jury Report No. 2306 “Affordable Housing: A Plan Without a Home”

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE MAYOR TO SIGN AND SUBMIT THE CITY OF ANTIOCH'S  
RESPONSE TO THE CONTRA COSTA CIVIL GRAND JURY REPORT NO. 2306  
"AFFORDABLE HOUSING: A PLAN WITHOUT A HOME"**

**WHEREAS**, the City of Antioch received Grand Jury Report No. No. 2306 "Affordable Housing: A Plan Without a Home";

**WHEREAS**, a written response to the Grand Jury is required under California Penal Code (Cal. Penal Code § 933(c)); and

**WHEREAS**, a written response to the Grand Jury has been drafted and reviewed by the City Council.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Mayor to sign the written response to the Grand Jury Report No. No. 2306 "Affordable Housing: A Plan Without a Home," which is attached to this Resolution as "Exhibit 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 12th day of September, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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





September 12, 2023

**Via U.S. First Class Mail and Requested Electronic Mail to:**

Contra Costa County Civil Grand Jury  
P.O. Box 431  
Martinez, CA 94553

[ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov)

**Re: City of Antioch Response to Findings and Recommendations of Grand Jury Report No. 2306,  
"Affordable Housing: A Plan Without a Home"**

Dear Grand Jury Foreperson,

Thank you for your letter and the accompanying Grand Jury Report No. 2306, Affordable Housing, in which you highlighted several findings that align with the prevailing trends and challenges in our jurisdiction.

As part of our review process, we carefully considered your concerns, and we acknowledge that some findings may lack context. As you highlighted in your letter and report, one significant challenge is the lack of funding for affordable housing initiatives. Additionally, even when funding is available, the competition for these dollars often discourages developers from pursuing projects with a lower probability of receiving funding. While local jurisdictions play a pivotal role in fostering housing development, including affordable housing options, development activity will often follow the path of least resistance, leading developers to choose to construct market rate housing rather than compete for limited funding to construct affordable housing.

Your letter and report indicate that all findings and recommendations uniformly apply to Contra Costa County and the 19 incorporated towns/cities. The City of Antioch recognizes the challenges, and associated solutions, for Contra Costa County are different, based on geography/location, demographics, market conditions, land availability and associated costs, and land use/transportation options. Individual jurisdictions may also face unique constraints, especially environmental constraints, which may compromise a jurisdiction's ability to address housing needs.

Finally, among the key points from our review and your findings, unfunded mandates from the State that add to the administrative burden continue to impact local jurisdictions and their ability to take proactive steps to increasing housing production. On January 1, 2023, additional housing laws went into effect, including changes to the State Density Bonus law and the Accessory Dwelling Unit (ADU) law. On July 1, 2023, two additional laws came into effect, requiring local jurisdiction staff to create handouts

and checklists and re-prioritize workloads to process housing applications on commercial corridors. Before January 1, 2024, local building and public works departments need to develop specific submittal requirements for post-entitlement permit applications, and all such applications, such as building and grading permits, will be subject to a “shot clock” to review and approve permits. The expectations and costs to local jurisdictions and their staff are significant and, without adequate funding and resources, impact local jurisdictions’ ability to focus their resources on implementation of various housing policies and goals.

The housing crisis has become a pressing concern in the City of Antioch and beyond, with far-reaching implications for individuals and communities. Escalating housing costs, coupled with stagnant wages and limited housing supply, have led to an increasing number of individuals and families struggling to secure decent and affordable housing.

The lack of accessible housing options has particularly impacted vulnerable populations, including low-income households, seniors, disabled, and individuals experiencing homelessness. As local jurisdictions endeavor to tackle this crisis, they are confronted with the daunting challenge of vying for limited resources and funding. The competition among jurisdictions with diverse capacities and needs often accentuates the difficulty of implementing comprehensive and equitable housing solutions.

Your report has shed some light on critical aspects of the housing crisis we face today and affirmed that we are not alone as a jurisdiction in facing these challenges. Despite potential areas of partial disagreement, we acknowledge the factual basis of your findings and recognize the interconnectedness of the underlying conditions that have given rise to the current challenges.

By working collaboratively and understanding the broader context of the housing crisis, we strive to develop more effective strategies and policies to address this pressing issue and create a more inclusive and sustainable housing landscape for all members of our community.

This response was reviewed and approved by the Antioch City Council at its public meeting held on September 12, 2023.

Sincerely,

Lamar A. Thorpe  
Mayor



## **City of Antioch Response to Findings and Recommendations of Grand Jury Report No 2306, “Affordable Housing: A Plan Without a Home”**

### **Grand Jury Findings**

***F1. Within existing city or County infrastructure, there is no clear owner who is responsible for achieving RHNA permitting targets.***

**Partially Disagree.** The City of Antioch partially disagrees with Finding 1 because while a single entity is responsible for reporting on RHNA permitting targets, jurisdictions do not develop housing projects. State Housing Law only requires that jurisdictions plan to address barriers to development, accommodate all types of housing based on the RHNA allocations, and report their progress towards RHNA. The Community Development/Planning Department is responsible for preparing the Annual Progress Report (APR) as required by State Housing Law. These reports are presented before the City Council early in the calendar year, prior to submission to HCD. Furthermore, each jurisdiction’s Housing Element identifies the department responsible for carrying out the Housing Element’s Plans and Programs.

***F2. City and County officials see no direct path to meet state-mandated regional housing. (RHNA) targets***

**Partially Disagree.** The City of Antioch partially disagrees with Finding 2 because while City and County officials recognize the challenges ahead, our Housing Element identifies a clear path to accommodate the RHNA targets and we are actively exploring and implementing strategies to work towards meeting state-mandated regional housing (RHNA) targets. Despite acknowledging the complexity of the task, officials are committed to finding viable solutions and collaborating with stakeholders to address the housing needs of the region. Through ongoing assessments and adaptive planning, they aim to identify feasible pathways to make progress toward meeting RHNA targets. While it may be a challenging endeavor, the dedication and proactive approach of City and County officials demonstrate their commitment to addressing the housing crisis and fulfilling their obligations in accordance with state mandates. However, the cities and County are not housing developers and do not construct the units.

***F3. There are currently no measurable penalties if a city or a County does not achieve RHNA targets in an approved housing element plan.***

**Partially Disagree.** The City of Antioch partially disagrees with Finding 3 because while there are no legal or financial penalties if the cities and County do not achieve their RHNA targets, there are penalties for

not accommodating RHNA in a Housing Element and the consequences for not issuing adequate permits can be considered punitive.

In addition, jurisdictions are subject to penalties if they do not adopt a Housing Element that is certified by the State, including designating adequate sites to accommodate the RHNA targets. For example, cities and the County may be subject to litigation from individuals, housing rights' organizations, developers, and/or HCD. Depending on court decisions, local control may further diminish, beyond that prescribed in State law, including, for example, suspending the cities' or County's authority to issue building permits or approve certain land use permits. Cities and the County may also be subject to court-issued fines, court receivership, and streamlined approval processes that remove local discretion.

Regardless of the reasons for lack of building permit activities, if the cities or County do not issue building permits that meet the RHNA targets, developers may choose to use a ministerial process for housing projects that meet specified criteria (SB 35). In addition, a developer could choose to construct housing on sites that the cities or County have not designated for housing.

***F4. Data published by ABAG shows that Contra Costa County and most of its cities have missed their current RHNA targets for very low- and low-income housing allocations. The allocation requirements continue to increase (16x for very low-income and 4x for low-income residents).***

**Partially Disagree.** It is true that many cities and the County as a whole missed their RHNA targets for very low and low-income housing, and that RHNA Allocation for very low- and low-income housing has continued to increase. However, the increase in RHNA allocation is not to the extent mentioned in this report. RHNA numbers from the past 3 cycles indicate that the current (6th) cycle has had the largest increase of 2.5x from the previous cycle in very low- and low-income housing requirements.

| Cycle       | Very Low | % permitted | Low   | % permitted | Source               |
|-------------|----------|-------------|-------|-------------|----------------------|
| 1999 - 2006 | 6,481    | 44%         | 3,741 | 48%         | <a href="#">link</a> |
| 2007 - 2014 | 6,512    | 21%         | 4,325 | 24%         | <a href="#">link</a> |
| 2015 - 2020 | 5,264    | 16%         | 3,086 | 55%         | <a href="#">link</a> |
| 2023 - 2031 | 13,346   | n/a         | 7,685 | n/a         | <a href="#">link</a> |

***F5. Many obstacles hinder the development of AH at the local level, specifically for very low and low-income housing, including:***

- Limited availability of land;*
- Restrictive zoning policies specific to AH development;*
- Limited developer interest to bring projects forward;*
- Limited available funding;*
- Lack of community support;*
- NIMBY opposition & city council response to NIMBY opposition.*

**Partially Disagree.** Though the above list of obstacles can hinder the development of affordable housing, the City has addressed each item in their Housing Element programs, policies, and actions to the extent feasible and considered acceptable to HCD.

- a. As part of the Housing Element, the City rezoned properties in excess of the City's RHNA allocation to allow the development of both affordable and market rate homes throughout the City.
- b. The City does not have specific zones or requirements for AH development. AH development is allowed in all residential areas. In order to facilitate the development of AH and market rate housing, the City has a number of programs in its Housing Element:

Program 4.1.7 Streamlined Approvals requires " Implement the recommendation of the City's Strategic Infill Housing Study, completed in early 2021, to allow certain commercial sites to develop residential uses through a streamlined, non-discretionary process. The City will also continue to ministerially approve projects with 50 percent of their units affordable to lower-income households, consistent with State law, and will develop an application for SB 35 projects. The City shall also allow housing developments with at least 20 percent affordable housing by-right on lower income housing sites that have been counted in previous Housing Element cycles, consistent with Government Code Section 65583.2(c)" The City is currently processing a Commercial Infill Housing project ministerially, has created the SB 35 checklist, and will comply with state law for new housing projects.

Program 4.1.6 Review and Revise Residential Parking Requirements, which requires, in part, by December 31, 2024, that the City "Conduct a comprehensive study of best practices related to parking requirements to evaluate the city's parking requirements and identify, as appropriate and dependent on the Study's findings, potential amendments to the City's Zoning Ordinance." These potential amendments could reduce the amount of parking required to develop housing, which is an added expense for developers.

- c. The City meets with developers early in the entitlement process to try to provide clear direction to a developer about the City's process and standards. Additionally, the City's Housing Element includes Program 2.1.3 Meet with Potential Developers requires staff to continue to meet with developers to discuss the City's development review process. The program also requires that the City gather feedback from developers on how the City can improve the entitlement process.
- d. The City has limited funding to provide AH developers and does not construct housing projects. The Housing Element includes Program 1.1.3 Expand Affordable Housing for Ownership, which states, "Provide financial down payment and closing cost assistance to lower income households to aid in the purchase of a home in the city through the Antioch Homeowner Program (AHOP). Targeted population outreach includes households currently residing or working in Antioch,

those who are first-time home buyers, Section 8 renter voucher participants, and those being displaced.”

- e. The City regularly has community members speaking in support of affordable housing at City Council meetings. As part of the Housing Element, the City held community meetings and outreach events that garnered support for more housing and more AH in the City. In addition, the Housing Element includes Program 1.1.6 Community Education Regarding the Availability of Antioch Housing Programs, Fair Housing, and Tenant/Landlord services.
- f. The City of Antioch does not see “NIMBY opposition” at the levels some other nearby cities have experienced. For example, the 394-unit AMCAL affordable multi-family housing project built adjacent to a single-family subdivision had zero public comments opposing the project when it went before the City Council for approval. In addition, Housing Element Program 2.1.10 Inclusionary Housing states that the City will initiate feasibility study for an inclusionary housing ordinance for City Council consideration.

***F6. Zoning changes are generally addressed only when a project is presented for development.***

***Zoning obstacles include:***

- a. *Housing element plans that offer poor land choices for AH development;*
- b. *Restrictive height and high-density zoning policies;*
- c. *Lack of inclusionary housing ordinance(s) in many cities.*

**Partially Disagree.** Assembly Bill (AB) 1397 set forth strict criteria for adequate sites. These criteria are somewhat arbitrary (e.g., not smaller than 0.5 acre and not larger than 10 acres). The requirement to demonstrate substantial evidence that existing uses do not impede redevelopment also tends to steer sites selection to neighborhoods with declining uses and lower and moderate resource areas.

Most jurisdictions consider amending/changing the zoning while reviewing their Housing Element and/or updating the General Plan, not just when a project is proposed for development.

- a. Pursuant to Government Code Section 65583.2(b), Housing Element sites must include information on the number of dwelling units that a site can realistically accommodate, the RHNA income category the parcel is anticipated to accommodate, whether the parcel has available or planned and accessible infrastructure, and the existing use of the site, amongst other details. When selecting sites to accommodate the lower income RHNA, HCD provides jurisdictions with best practices to consider factors such as:
  - 1. Proximity to transit
  - 2. Access to high performing schools and jobs
  - 3. Access to amenities, such as parks and services
  - 4. Access to health care facilities and grocery stores
  - 5. Locational scoring criteria for Low-Income Housing Tax Credit (TCAC) Program

- funding
- 6. Proximity to available infrastructure and utilities
- 7. Sites that do not require environmental mitigation
- 8. Presence of development streamlining processes, environmental exemptions, and other development incentives.

However, sites that meet these locational criteria do not always meet the other existing use criteria needed to demonstrate substantial evidence for existing uses to discontinue within the planning period. These include high vacancies, deteriorating conditions, marginally operating businesses, underutilization of sites, etc. These conditions are often directly contrary to access to high performing schools and jobs, amenities, adequate infrastructure, and clear of environmental hazards.

In addition to the above requirements and pursuant to AB 686 (Government Code Section 65583(c)(10)), Housing Elements due on or after January 1, 2021, sites must be identified throughout the community in a manner that affirmatively furthers fair housing (AFFH). AFFH means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.

Very often the approach to sites selection is to target declining areas for redevelopment. Without tax increment financing as a reinvestment tool, jurisdictions must rely on private investments as catalyst to induce redevelopment in declining neighborhoods. Housing is the best catalyst. For jurisdictions that take a neighborhood revitalization approach to accommodating the RHNA, place-based strategies that focus on public improvements, economic development, prioritization of funding, and targeted outreach are used to complement the sites inventory strategies.

As such, Housing Element plans provide an inventory of land that addresses the unique conditions of each jurisdiction.

- b. According to State Density Bonus Law (SDBL), local agencies are required to allow increased density, reduced standards, and development incentives based on the number and type of affordable housing units proposed in a project. The SDBL applies to housing projects, including mixed-use developments, new subdivisions, or common-interest development. Developers may request incentives and concessions from the jurisdiction's regulatory or development standards that result in actual and identifiable cost reductions to provide for affordable housing costs or rents. The number of required incentives is based on the percentage of affordable units provided in the qualifying project. For example, developers may ask for increased height above that allowed by the zoning regulations. As such, height and density do not represent a

restriction to development. Furthermore, many sites are located in transit-oriented neighborhoods where recent State laws have preempted restrictions on height and density.

- c. Housing Element Program 2.1.10 Inclusionary Housing states that the City of Antioch will initiate a feasibility study for an inclusionary housing ordinance for City Council consideration.

***F7. Penalties directed at cities and the County (financial, loss of control over local planning) are tied to not meeting state deadlines for Housing Element plan approval.***

**Partially Disagree.** The City of Antioch agrees that there are penalties that are directly related to not meeting statutory deadline of the Housing Element. Builder's Remedy, where individuals may apply for a building permit on land that is not designated for housing, is one such penalty that is directly linked to meeting state deadlines for Housing Elements.

The City partially disagrees with Finding 7 because there are other penalties that are not directly tied to the statutory deadline. There are penalties associated with lawsuits, which are rarely brought forward for simply missing the statutory deadline, but more due to a perception of continued inactions. Penalties also include eligibility for funding.

As stated in the response to Finding 3, cities and the County may be subject to litigation from individuals, housing rights' organizations, developers, and/or HCD. Depending on court decisions, the cities and the County may lose additional local control, such as suspension of authority to issue building permits or approve certain land use permits; and/or cities and the County may be subject to court-issued fines, court receivership, and streamlined approval processes that remove local discretion.

In addition, depending on specific programs, eligibility for some state funds requires a certified Housing Element (such as PLHA and State HOME funds). Finally, loss of local control is not limited to jurisdictions that do not meet specified timeframes for a certified housing element. For example, SB 35, the Housing Accountability Act, the No Net Loss Act, Density Bonus Law, and AB 2011/SB 6 specify what types of projects local jurisdictions must approve and where such projects must be approved, regardless of whether jurisdictions meet state deadlines for Housing Elements.

More information on HCD's accountability efforts and enforcement authority can be found on their website: <https://www.hcd.ca.gov/planning-and-community-development/accountability-and-enforcement>

***F8. Builder's Remedy and SB35 projects do not address ingrained local obstacles identified in this report that prevent the completion of approved AH projects.***

**Partially Disagree.** While Builder's Remedy and SB35 projects are valuable tools that can expedite affordable housing development, they may not comprehensively address all the ingrained local obstacles identified in this report that hinder the completion of approved AH projects. The effectiveness of these streamlined processes can vary from jurisdiction to jurisdiction, and while they can help



overcome certain barriers like restrictive zoning policies and prolonged approval timelines, other challenges mentioned in the report, such as limited available funding, community support, and NIMBY opposition, may continue to persist in diverse degrees in different locations. To achieve the successful completion of approved AH projects and effectively address these obstacles, a multifaceted and jurisdiction-specific approach is required, taking into account the unique circumstances and complexities faced by each locality.

Completion of AH projects is further affected by a variety of non-regulatory factors. Market conditions, capital costs, availability of financing, supply chain disruptions, and labor market constraints may affect the construction and completion of approved affordable housing projects. These factors are rarely associated with local obstacles and are beyond a jurisdiction's purview. Thus, a jurisdiction that entitles development pursuant to Builder's Remedy or SB 35 may still not see that development built if these other non-regulatory factors are not favorable to construction of the project following entitlement.

***F9. When local Redevelopment Agencies (RDA's) were discontinued by the state in 2012, the County and cities, did not address the loss of funding for affordable housing or find alternative funding to support affordable housing projects until voters passed Measure X in November 2020. Projects that target very low- and low-income residents were particularly impacted.***

**Partially Disagree.** While the City of Antioch did not create new sources of funds for affordable housing after the State discontinued 452 RDAs, State law limits local jurisdictions' ability to create new funding sources. Voters need to approve virtually all new funding or financing mechanisms to generate the revenues or funds needed to preserve existing affordable housing and construct or finance new affordable housing.

While Measure X, the countywide 20-year ½ cent sales tax was approved in November 2020, Measure X is projected to provide *up to* \$12 million annually for "housing and related services" for the entire County (emphasis added). Measure X Affordable Housing funds will be distributed through a Notice of Funding Availability (NOFA) process, a competitive process.

***F10. Measure X housing funds are not fully dedicated to building AH for very low- and low-income residents.***

**Agree.**

***F11. Local funding provided by bonds like Measure X Housing Fund is a critical component of a developer's overall ability to raise funds for an AH development.***

**Partially Disagree.** Bond funding requires voters' approval. Depending on the timing (economic conditions and bond measures for other competing interests), bond financing has not been the most significant source of affordable housing financing. While local funding provided by bonds like Measure X Housing Fund in Contra Costa County are a beneficial component to help fund affordable housing construction, the amount of funding available from Measure X is not high enough to be a critical factor

in a developer's overall ability to raise funds for an affordable housing (AH) development. Under the Measure X Program Allocation Summary, only \$10 million dollars (about 13% of FY 2022-23 funding and about 4.5% of total funding) were allocated to a Local Housing Trust Fund; for FY 2023-24, \$12 million dollars were allocated. The Measure X Housing Funds are to be dispersed by the Department of Conservation and Development (DCD) and the Health Services' Health, Housing and Homeless (HSD-H3) Services and the Housing Authority of the County of Contra Costa. While a contributing factor, Measure X dollars allocated to housing production is not critical to the overall ability of the jurisdictions to meet their RHNA requirements for affordable housing. AH projects have been built in the County, including Antioch's AMCAL and Tabora Gardens projects, without the use of Measure X funding and will continue to be.

***F12. Cities that proactively engage citizens, address zoning obstacles, make reasonable zoning concessions, work collaboratively with developers, provide local funding support, and are united in addressing NIMBY opposition, have been successful in attracting AH projects.***

**Partially Disagree.** The City of Antioch agrees that proactive strategies can help attract affordable housing developers and mitigate the barriers to housing production; however, proactive strategies alone do not result in affordable housing projects being constructed. For example, while the City of Antioch engages in all of the above, a variety of other obstacles towards affordable housing development exist beyond a local jurisdiction's control. This includes the gap in financing between constructing market-rate versus affordable housing, land costs, the land-to-building ratio when a property contains an underutilized building, the cost to upgrade or renovate an existing nonresidential building to accommodate housing, infrastructure costs (on- and off-site), fees for public utilities (particularly for non-municipal utilities), etc.

***F13. The latest RHNA targets for cities and unincorporated Contra Costa County show a significant increase in the number of units that are expected to be permitted for very low and low-income housing.***

**Partially Disagree.** It is true that RHNA Allocation for very low- and low-income housing has continued to increase. However, the increase in RHNA allocation is not to the extent mentioned in this report. RHNA numbers from the past 3 cycles indicate that the current (6th) cycle has had the largest increase of 2.5x from the previous cycle in very low- and low-income housing requirements. Please see the response to Finding 4 for detailed RHNA numbers from previous Housing Element cycles.

### **Grand Jury Recommendations**

***R1. Each city and the County should consider assigning a staff position with clear leadership, ownership and accountability to achieve allocated RHNA targets. The individual in this position would be responsible for establishing and promoting an operational plan to achieve the RHNA goals set forth in the housing element plan.***

**The recommendation has been implemented.** California's Housing Element Law acknowledges that, in order for the private market to adequately address the housing needs and demands of Californians, local governments must adopt plans and regulatory systems that provide opportunities for (and do not unduly constrain) housing development. Cities and Counties are not responsible for the development and construction of housing to achieve the allocated RHNA targets. Instead, they are responsible for the effective implementation of their housing elements and associated programs to address any existing constraints to housing and for tracking and reporting the jurisdiction's progress toward achieving their RHNA. The Community Development/Planning Department is assigned with the responsibility of the above tasks. The City of Antioch also has a Housing Division that works with developers to identify funding sources for affordable housing. In addition, the City of Antioch has a track record of approving General Plan Amendments to allow for the development of multi-family housing as well as increasing densities in single family developments in order to further the production of housing in order to meet our RHNA goals. Including the AMCAL, Wildflower Station and Almond Knolls multifamily projects.

***R2. Each city and the County should report AH progress and lack of progress using data across all four measured income groups. Special attention should be paid to tracking the housing needs of residents categorized as very low- and low-income. Cities and the County should communicate their progress biannually, against RHNA targets at council and supervisor Meetings.***

**The recommendation has been implemented.** The City of Antioch has complied with State Law (§65400) that requires each jurisdiction (city council or board of supervisors) to prepare an annual progress report (APR) on the jurisdiction's status and progress in implementing its housing element (HE) using forms and definitions adopted by the California Department of Housing and Community Development (HCD).

The HE APR allows HCD to track the progress of the implementation of a jurisdiction's Housing Element and requires its submission as a threshold requirement for several State housing funding programs ([source](#)).

Through the forms and tables provided by HCD ([link](#)), jurisdictions must report annual data on housing in the APR, including the following:

- Housing development applications received (including proposed number of units, types of tenancy, and affordability levels)
- Building/construction activity
- Progress towards the RHNA
- Sites identified or rezoned to accommodate a shortfall in housing need
- Program implementation status
- Local efforts to remove governmental constraints to the development of housing
- Projects with a commercial development bonus
- Units rehabilitated or preserved
- Locally owned lands included in the sites inventory that have been sold
- Locally owned surplus sites

Government Code §65400 requires the planning agency to provide this report to the legislative body (i.e., local Council or Board), HCD, and OPR by April 1 of each year (covering the previous calendar year). APRs must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion on a regular meeting agenda.

The statute does not specify in which order they be provided, and HCD does not require the report to be submitted to the legislative body prior to submitting it to HCD. However, HCD recommends that planning departments provide the report to the local legislative body prior to sending it to HCD and OPR ([source](#)). Biannual reporting would divert staff time from other housing programs.

***R3. Each city and the County should consider creating a dedicated AH commission comprised of a multi-disciplinary team of diverse citizens and led by a current, nonelected, city expert in planning. Each commission would be charged with providing a community voice in the process and helping to identify and address obstacles that hinder the development of affordable housing projects in their community.***

**The recommendation will not be implemented.** The City of Antioch appreciates the thoughtful recommendation to create a dedicated Affordable Housing (AH) commission comprised of a multi-disciplinary team of diverse citizens, led by a current, non-elected, city expert in planning. While we acknowledge the potential benefits of such a commission, after careful consideration, we have decided not to pursue its implementation due to the following reasons:

**Existing Planning Mechanisms:** The City of Antioch already has established planning mechanisms and committees responsible for addressing affordable housing issues. These existing structures provide platforms for community engagement and collaboration, making the formation of a separate commission redundant and potentially duplicative of efforts.

**Resource Constraints:** Establishing and maintaining a dedicated AH commission would require additional financial and administrative resources. At present, our city and County are already allocating resources to multiple initiatives aimed at addressing affordable housing needs. Adding another commission might spread resources too thin and hinder the efficiency of current efforts.

**Efficient Decision-Making:** The City of Antioch has a Planning Commission comprised of seven appointed residents that are empowered to review and approve development projects; provide a platform for public comment and sharing of community voices; and provide recommendations on policy changes and changes to zoning regulations that can lead to a reduced number of obstacles to development. The Planning Commission is supported by professional Planning staff. By involving a diverse range of citizens and experts in the City's existing Planning Commission, we maintain a balanced and inclusive approach. This integration ensures streamlined decision-making processes and comprehensive representation of community interests without creating an additional layer of bureaucracy that would detract from the process of entitling housing projects.

While we do not intend to pursue the recommended dedicated AH commission, we value the underlying principle of community engagement and recognize the importance of community input in the decision-making process. We will continue to explore alternative strategies that promote transparency, inclusivity, and community-driven solutions for affordable housing development in our city and County.

We remain committed to finding the most effective and sustainable approaches to address affordable housing challenges, working in collaboration with stakeholders and community members to achieve our shared goals.

***R4. Each city and the County should consider reviewing existing processes and identifying changes that would address or resolve the specific obstacles identified in this report that hinder achieving RHNA allocation targets for very low- and low-income housing in their Community.***

**The recommendation has been implemented.** Comprehensive Process Review: As required by State Law, The City of Antioch has reviewed existing processes and identified programs to address any potential constraints to development through the Housing Element's Constraints Section.

The City of Antioch has conducted a thorough review of existing processes related to affordable housing development, permitting, and zoning regulations. This review aimed to identify any inefficiencies or barriers ("constraints") that may have contributed to the challenges in meeting RHNA allocation targets. As part of our Housing Element adoption the City of Antioch removed the Use Permit requirement for multi-family housing developments. Multi-Family developments that are consistent with current zoning and do not need tentative map approval only require one hearing before the Planning Commission for Design Review approval.

Stakeholder Engagement: To ensure a comprehensive and inclusive approach, stakeholders, including community members, developers, housing advocates, and relevant government agencies, were actively engaged throughout the process. Feedback and input from these stakeholders played a pivotal role in shaping the subsequent actions.

Identifying Key Obstacles: Based on the review and stakeholder input, specific constraints hindering the achievement of RHNA allocation targets were identified. These included issues related to zoning restrictions, lengthy permitting processes, funding constraints, and limited community support.

Development of a Housing Plan: With a clear understanding of the obstacles, the City of Antioch developed tailored action plans to address the identified challenges. These action plans outlined concrete steps, timelines, and responsible parties for implementation.

Policy and Regulatory Reforms: To streamline affordable housing development, policy and regulatory reforms were introduced to the broader community at both the Planning Commission and City Council levels and noticed public hearings. These reforms aimed to remove unnecessary barriers, expedite permitting processes, and incentivize the construction of affordable housing.

Outcomes Achieved: As a result of these actions, tangible progress can be made towards meeting RHNA allocation targets for very low- and low-income housing in each community. The review and reforms will lead to a more efficient and supportive environment for affordable housing development.

While challenges persist, the ongoing commitment of the jurisdiction to address the obstacles identified in the report demonstrates significant strides in advancing affordable housing goals. Continued efforts and collaboration will be crucial in achieving sustained progress and ensuring housing accessibility for all members of our communities.

***R5. Each city and the County should consider developing a public dashboard to report progress against RHNA targets.***

**The recommendation has been implemented.** The City of Antioch must prepare an annual progress report (APR) on the jurisdiction's status and progress in implementing its housing element using forms and definitions adopted by the California Department of Housing and Community Development (HCD). (Government Code Section 65400.) The APR must be submitted to HCD and the Governor's Office of Planning and Research (OPR) by April 1 of each year (covering the previous calendar year (CY)). HCD compiles and showcases all APRs through their interactive digital data dashboard with downloadable data sets. ([link](#))

In addition, all jurisdictions are subject to Government Code Section 65863 (No Net Loss Law), which was amended in 2017 with SB 166, and requires jurisdictions to maintain adequate sites to accommodate remaining unmet RHNA at each income level throughout the life of an adopted Housing Element. The No Net Loss Law restricts cities and the County from approving a housing project at a lower density, or with fewer units than identified in the Housing Element unless a corresponding number of units are accommodated and identified elsewhere in the cities or County. To assist with the monitoring, cities and the County are developing standard language to include in staff reports when housing projects come forward to decisionmakers for approval and are exploring a No Net Loss Tool to help monitor RHNA progress.

***R6. Each city and the County should consider, in their individual Housing Element plans, putting forth land zoned "suitable for residential use," without development obstacles, and located strategically close to existing services, for AH purposes.***

**The recommendation has been implemented.** As required by State Law, jurisdictions are required to prepare a site inventory identifying land suitable and available for residential development to meet the locality's regional housing needs by income level. Please see the response to Finding 6(a) for details. Further, in addressing HCD's Affirmatively Furthering Fair Housing (AFFH) requirements there is a thorough review of the site selection via the Tax Credit Allocation's Committee (TCAC) Resource Map that designates areas of low-, moderate-, high-, and highest-resource within a jurisdiction and requires specific justification for placing affordable housing projects within low-resources areas.

***R7. Each city and the County should consider reviewing their zoning policies to identify restrictive zoning policies unique to their jurisdiction that impede AH projects and consider making zoning changes in light of that review that will support AH in their community.***

**The recommendation has been implemented.** Through the Housing Element process, the City of Antioch has reviewed their zoning policies and identified potential affordable housing development constraints unique to their jurisdiction. The Housing Element Program Section outlines forthcoming changes to their zoning policies with specified timeframes to address the identified constraints. As part of our Housing Element adoption the City of Antioch removed the Use Permit requirement for multi-family housing developments. Multi-Family developments that are consistent with current zoning and do not need tentative map approval only require one hearing before the Planning Commission for Design Review approval.

***R8. Cities should consider adopting an inclusionary housing ordinance as part of their standard development policy by the end of 2023 (if not already in place).***

***The recommendation has not yet been implemented.*** Thank you for your recommendation to consider adopting an inclusionary housing ordinance as part of our standard development policy by the end of 2023. We agree that this is an important aspect to explore further and would like to provide you with an update on the progress made towards implementing this recommendation.

On November 11, 2022, the Antioch City Council received a staff presentation on inclusionary housing policies. On January 24, 2023, the Antioch City Council adopted the 6<sup>th</sup> Cycle Housing Element which includes Housing Element Program 2.1.10 Inclusionary Housing that states the City will initiate a feasibility study for an inclusionary housing ordinance for City Council consideration by December 2023.

***R9. Each city and the County should consider how to prioritize the implementation of housing projects that promote development of very low- and low-income housing.***

**The recommendation has been implemented.** The City of Antioch processes development applications in the sequence they are received and deemed complete in accordance with statutory timelines. The City has, in its current Housing Element, committed to implementing programs to remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch:

- 4.1.1 Maintain a Streamlined, Affordable Application Process. Continue efforts to identify ways to streamline and improve the development review process, as well as eliminate any unnecessary delays and restrictions in the processing of development applications, consistent with maintaining the ability to adequately review proposed projects.
- 4.1.7 Streamlined Approvals. Implement the recommendation of the City's Strategic Infill Housing Study, completed in early 2021, to allow certain commercial sites to develop residential uses through a streamlined, non-discretionary process.

- 4.1.11 CEQA Streamlining. Continue to allow eligible projects to use CEQA streamlining provisions, such as Infill Exemptions, Class 32 Exemptions, and Community Plan Exemptions (15183).
- 4.1.12 Removing Barriers to Rehabilitation Programs. Remove the two-year lien requirement for homeowners participating in the City's home rehabilitation program in partnership with Habitat for Humanity East Bay/Silicon Valley.

Further, the preservation and promotion of naturally occurring affordable housing (NOAH), is also part of our affordable housing strategy. While developing housing that is affordable to lower income households is important and a key strategy, preservation of affordable units is equally important and requires additional resources. It may, in some cases, be more cost effective to preserve existing units. Additionally, the promotion of Accessory Dwelling Units, as NOAH, is a program identified in our Housing Element.

***R10. Each city and the County should consider prioritizing Measure X funding requests that support projects that address RHNA targets for very low- and low-income residents. Each city and County should consider reporting regularly to their residents on the use of Measure X funds for such purposes.***

**The recommendation will not be implemented.** Measure X is a countywide 20-year, ½ cent sales tax approved by Contra Costa County voters on November 3, 2020 “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.” Under the Measure X Program Allocation Summary, only \$10 million dollars (about 13% of FY 2022-23 funding and about 4.5% of total funding) were allocated to a Local Housing Trust Fund; for FY 2023-24, \$12 million dollars were allocated. The Measure X Housing Funds are to be dispersed by the Department of Conservation and Development (DCD) and the Health Services’ Health, Housing and Homeless (HSD-H3) Services and the Housing Authority of the County of Contra Costa. The use of Measure X funds for housing are reported by the County here: <https://www.contracosta.ca.gov/8530/Measure-X>

The jurisdiction has identified local funding sources for each of their Program Actions in their Housing Element to support affordable housing projects that address RHNA targets for very low- and low-income residents.



# **Affordable Housing**

## **A Plan Without a Home**



2022-2023  
Contra Costa County  
Civil Grand Jury  
**Report 2306**  
June 14, 2023

A REPORT BY  
THE 2022-2023 CONTRA COSTA COUNTY CIVIL GRAND JURY  
725 Court Street  
Martinez, California 94553

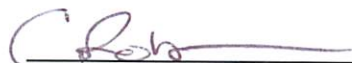
Report 2306

# Affordable Housing

## A Plan Without a Home

APPROVED BY THE GRAND JURY

Date 6-14-2023



CYNTHIA ROBERTS  
GRAND JURY FOREPERSON

ACCEPTED FOR FILING

Date 6-14-2023



Hon. JILL C. FANNIN  
JUDGE OF THE SUPERIOR COURT

Contact: Cynthia Roberts  
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Contra Costa County Grand Jury Report 2306

# **Affordable Housing**

## **A Plan Without a Home**

**TO:**  
**Contra Costa County Board of Supervisors**  
**City Councils for All Cities in Contra Costa County**

# Affordable Housing A Plan Without a Home

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# Affordable Housing A Plan Without a Home

## GLOSSARY AND ABBREVIATIONS

|                                |                                                                                                                                                                                                                                                |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ABAG                           | Association of Bay Area Governments                                                                                                                                                                                                            |
| AH                             | Affordable Housing                                                                                                                                                                                                                             |
| Allocations                    | State-issued housing goals by income category that must be planned for and included in each County and city housing element plan                                                                                                               |
| AMI                            | Area Median Income – Refer to Table 1                                                                                                                                                                                                          |
| Builder’s Remedy               | A provision found in California’s Housing Accountability Act (HAA) that allows developers of affordable housing projects to bypass the zoning code and general plan of cities that are out of compliance with the Housing Element Law.         |
| Extremely Low Income           | 30% or less of area AMI                                                                                                                                                                                                                        |
| HEP                            | Housing Element Plans                                                                                                                                                                                                                          |
| HCD                            | The State Department of Housing and Community Development                                                                                                                                                                                      |
| Inclusionary Housing Ordinance | Regulation, when adopted by a city or the County, requires new residential developments to include a minimum percentage of very low-, low-, and moderate-income households into residential developments of five units or more (generally 15%) |
| Low Income (LI)                | 50- 80% or less of area AMI.                                                                                                                                                                                                                   |
| RDA                            | Redevelopment Agency - dedicated to urban renewal.                                                                                                                                                                                             |
| RHNA                           | Regional Housing Needs Allocation                                                                                                                                                                                                              |
| Measure X Housing Fund         | Contra Costa County’s 20-year, \$12 million annual share of Measure X ½ cent sales tax to be used for housing & services.                                                                                                                      |
| NIMBY                          | Not in my back yard                                                                                                                                                                                                                            |
| SB 35                          | California Senate Bill 35 streamlines the housing construction process for cities and counties that fail to build enough housing to meet state-mandated requirements for very low- and low-income households.                                  |
| Very Low Income (VLI)          | 30-50% of area AMI. Qualifications for this designation are based on the collective income of all the persons in a household (total household income).                                                                                         |

# Affordable Housing A Plan Without a Home

## SUMMARY

The civil grand jury began this investigation to understand how Contra Costa County is addressing the need for affordable housing. We started by reviewing California Housing and Community reports titled Regional Housing Needs Allocation (RHNA) results for the County. These reports, issued at the end of each Housing Element cycle, show housing permits issued for various resident income classification groups against state mandated targets. Each city plus unincorporated County areas of responsibility results are listed. Appendix 3 comprises results for the past 3 Housing Element cycles plus targets for the latest cycle 2023-2031.

After reviewing these reports, we realized that most cities and our County were not providing the required number of housing permits primarily for very low- and low-income resident housing. Close examination of these reports reveals the scale and accelerated progression of missed targets. Additionally, these reports show that the very low- and low-income resident categories reflect the largest percentage of missed RHNA and plan targets over the past 20 years.

Based on these initial findings, we focused our efforts on housing for residents classified as very low or low income. We wanted to understand who in local government is responsible for implementation of approved housing plans and why were those plans failing to address permit targets for very low- and low-income residents. What are the drivers/obstacles behind these missed targets, and what actions were being taken to increase the availability of affordable housing for these residents throughout our County.

What we found was that although there is ownership for the creation and approval of Housing Elements that address affordable housing targets, we could not find clear assigned responsibility inside local government to implement plans after approval. This problem, combined with the myriad of challenging obstacles outlined in this report has translated into years of missed targets for residents classified as very low or low income. Without significant changes to how local governments address affordable housing, cities and the County risk the imposition of State mandated solutions that bypass local development protocols. This report is a summation of our work, findings and recommendations for improvement.

# Affordable Housing A Plan Without a Home

## METHODOLOGY

### *Documents*

The grand jury reviewed numerous documents from local, County, regional, and State agencies. For a comprehensive list see the References section of this document.

### *Interviews*

The grand jury conducted interviews with city and County leaders knowledgeable about the housing development process in the west, central and east County cities. We also interviewed:

- developers that specialize in affordable housing construction projects
- leaders with experience in addressing housing development issues
- various staff members with housing responsibilities

# Affordable Housing A Plan Without a Home

## BACKGROUND

The housing element cycle was introduced in 1969, when the California State Legislature passed laws requiring that all cities and counties adequately plan to meet the housing needs of people at all income levels in the community. California’s local governments meet this requirement by adopting housing plans as part of their “general plan” (also required by the state).

The process involves significant planning from experts in local government, and citizens are asked proactively for input on these proposed plans before being submitted to the State for approval. The Department of Housing and Community Development (HCD) approves all HEPs. The role of the state, besides approval of each HEP, is to identify the total number of homes required by resident income classification so that cities and counties can include these numbers in their HEPs. These numbers are required to be included in each city and County HEP. Determining individual income classifications is a County-specific exercise. It starts with a determination of County Area Median Income (AMI). As noted in Table 1 below, the state defines for each County, which is then extrapolated into specific resident income classifications.

After development of housing allocation numbers by HCD, the data is passed down to the regional authority, the Association of Bay Area Governments, (ABAG), as a Regional Housing Need Determination (RHND). This is the first step in California’s process to plan for the housing needs in each region of the state. It is RHND’s responsibility to also track permits issued against allocation targets in each Housing Element Plan (HEP). This tracking of progress against targets is communicated through ABAG issued reports (Appendix 3).

The next step, allocation, is also the role of the regional authority, ABAG. It is their responsibility to allocate a share of the RHND housing numbers to each city and County as a Regional Housing Need Allocation (RHNA). These numbers are broken out by resident income, classified as very low income, low income, moderate income and above moderate income.

The next two tables reflect Contra Costa County’s average median income, occupation, and wages of some of the County residents. We wanted to understand who in our community is part of the very low- and low-income groups. We realized that we all probably know someone who may be impacted by the shortage of affordable housing in the County.



# Affordable Housing A Plan Without a Home

Table 1 below, from the California Department of Housing and Community Development website, shows the state definition of income limits for residents in Contra Costa County based on the calculation of the average median income (AMI). AMI is based on the collective income of all the persons in a household (total household income).

**Table 1: 2022 State Income Limits by Household**

| 2022 State Income Limits                                 |                               |                                 |                            |                       |                  |                             |
|----------------------------------------------------------|-------------------------------|---------------------------------|----------------------------|-----------------------|------------------|-----------------------------|
| Contra Costa County                                      |                               |                                 |                            |                       |                  |                             |
| Income Limits by Household Size - Effective May 13, 2022 |                               |                                 |                            |                       |                  |                             |
| Median Family Income - \$142,800                         |                               |                                 |                            |                       |                  |                             |
| Persons per Household                                    | Acutely Low Income<br>15% AMI | Extremely Low Income<br>30% AMI | Very Low Income<br>50% AMI | Low Income<br>80% AMI | Median Income    | Moderate Income<br>120% AMI |
| 1                                                        | \$15,000                      | \$30,000                        | \$50,000                   | \$76,750              | \$99,950         | \$119,950                   |
| 2                                                        | \$17,100                      | \$34,300                        | \$57,150                   | \$87,700              | \$114,250        | \$137,100                   |
| 3                                                        | \$19,250                      | \$38,600                        | \$64,300                   | \$98,650              | \$128,500        | \$154,200                   |
| 4                                                        | \$21,400                      | \$42,850                        | \$71,400                   | \$109,600             | <b>\$142,800</b> | \$171,350                   |
| 5                                                        | \$23,100                      | \$46,300                        | \$77,150                   | \$118,400             | \$154,200        | \$185,050                   |
| 6                                                        | \$24,800                      | \$49,750                        | \$82,850                   | \$127,150             | \$165,650        | \$198,750                   |
| 7                                                        | \$26,550                      | \$53,150                        | \$88,550                   | \$135,950             | \$177,050        | \$212,450                   |
| 8                                                        | \$28,250                      | \$56,600                        | \$94,250                   | \$144,700             | \$188,500        | \$226,200                   |

**For Inclusionary Housing, Density Bonus, and calculating rents and for-sale prices**

## **Income Limits from 2022 State Income Limits from the Department of Housing and Community Development**

State Income Limits apply to designated programs, are used to determine applicant eligibility (based on the level of household income) and may be used to calculate affordable housing costs for applicable housing assistance programs. Use of State Income Limits are subject to a particular program's definition of income, family, family size, effective dates and other factors. In addition, definitions applicable to income categories, criteria, and geographic areas sometimes differ depending on the funding source and program, resulting in some programs using other income limits.

# Affordable Housing A Plan Without a Home

Table 2 below contains data from govsalaries.com. It identifies by occupation some of the County occupations that fall into the very low- and low-income classifications as well as a few occupations that are just over the threshold, falling into the median income group.

**Table 2: 2022 CCC Wages, Rent to Income, AMI Status**

| Occupation                                        | Mean Annual Wage (2022) | % of Monthly Income Needed for a 2-Bedroom Unit | % of Monthly Income Needed for a 3-bedroom Unit | Income Status - % of AMI * |
|---------------------------------------------------|-------------------------|-------------------------------------------------|-------------------------------------------------|----------------------------|
| Food Service Worker                               | \$36,488                | 87%                                             | 113%                                            | Extremely Low (<30% AMI)   |
| Dishwasher                                        | \$38,853                | 82%                                             | 107%                                            | Extremely Low              |
| Hairdressers                                      | \$42,203                | 75%                                             | 98%                                             | Extremely Low              |
| Retail Salespersons                               | \$43,018                | 74%                                             | 97%                                             | Very Low (50% AMI)         |
| Security Guards                                   | \$45,998                | 69%                                             | 90%                                             | Very Low                   |
| Receptionists and Information Clerks              | \$46,833                | 68%                                             | 89%                                             | Very Low                   |
| Preschool Teachers                                | \$46,103                | 69%                                             | 90%                                             | Very Low                   |
| Medical Assistants                                | \$59,313                | 54%                                             | 70%                                             | Very Low                   |
| Education and Childcare Administrators            | \$66,492                | 48%                                             | 62%                                             | Very Low                   |
| Licensed Practical and Licensed Vocational Nurses | \$78,255                | 41%                                             | 53%                                             | Low (80% AMI)              |
| Education Teachers, Postsecondary                 | \$91,041                | 34%                                             | 46%                                             | Low                        |
| Police and Sheriff's Patrol Officers              | \$126,289               | 25%                                             | 33%                                             | Median                     |
| Computer and Mathematical Occupations             | \$132,023               | 24%                                             | 32%                                             | Median                     |

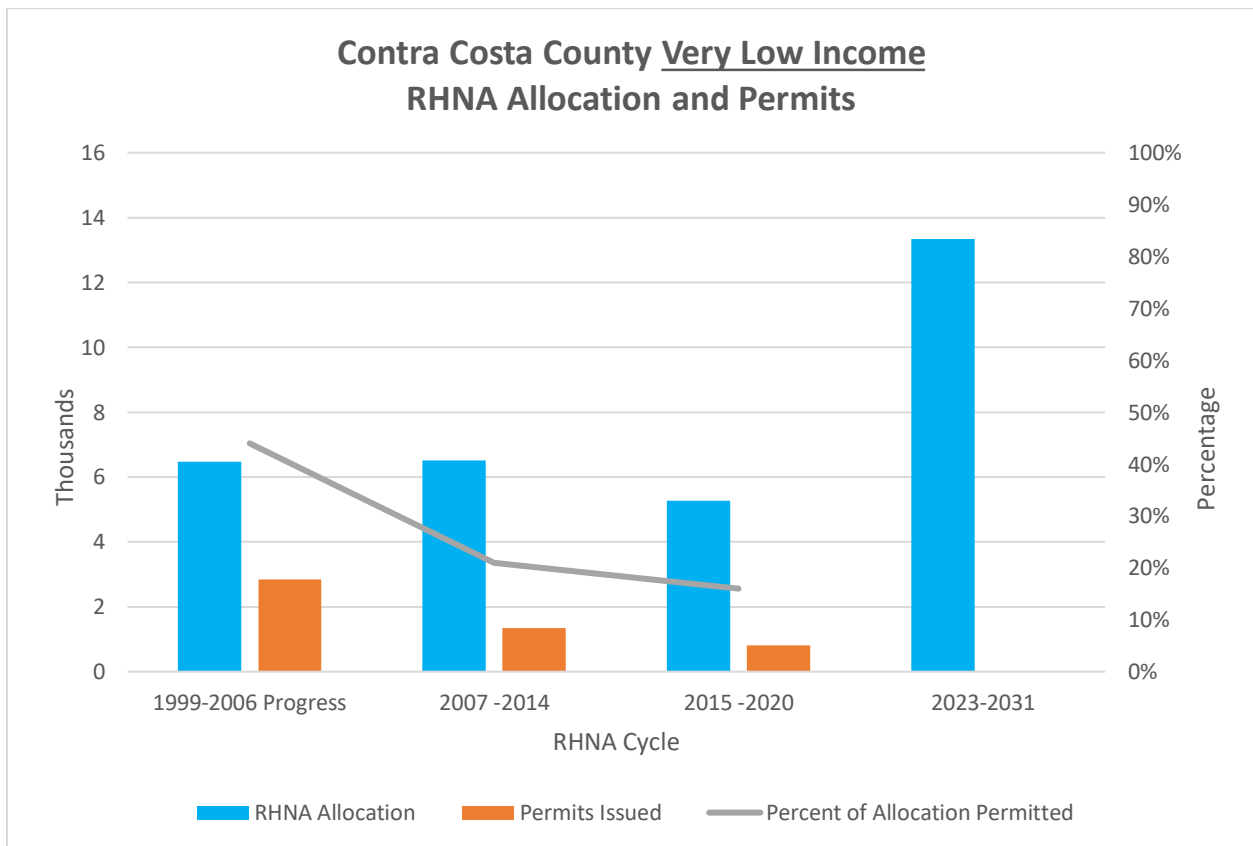
In addition to residents in these occupational categories, a lack of very low- and low-income affordable housing impacts senior County residents (over the age of 65). Seniors are one of the fastest growing population segments in the County. The most recent US Census for the County indicates that 6.7 percent of the total population, over 200,000 residents, is over the age of 65, an increase of 12.5 percent since 2010. The California Department of Aging projects that this group of residents will grow by over 150 percent by 2060.

# Affordable Housing A Plan Without a Home

The next two charts contain data extracted from published ABAG housing reports (Appendix 3). They highlight the disappointing results in housing permits issued against mandated allocations for very low- and low-income residents.

Chart 1 shows a 21-year decline in the percentage of permits issued for very low-income residents, even as allocation targets stayed relatively flat. For the upcoming 2023-2031 allocation cycle for very low-income housing, allocations have tripled.

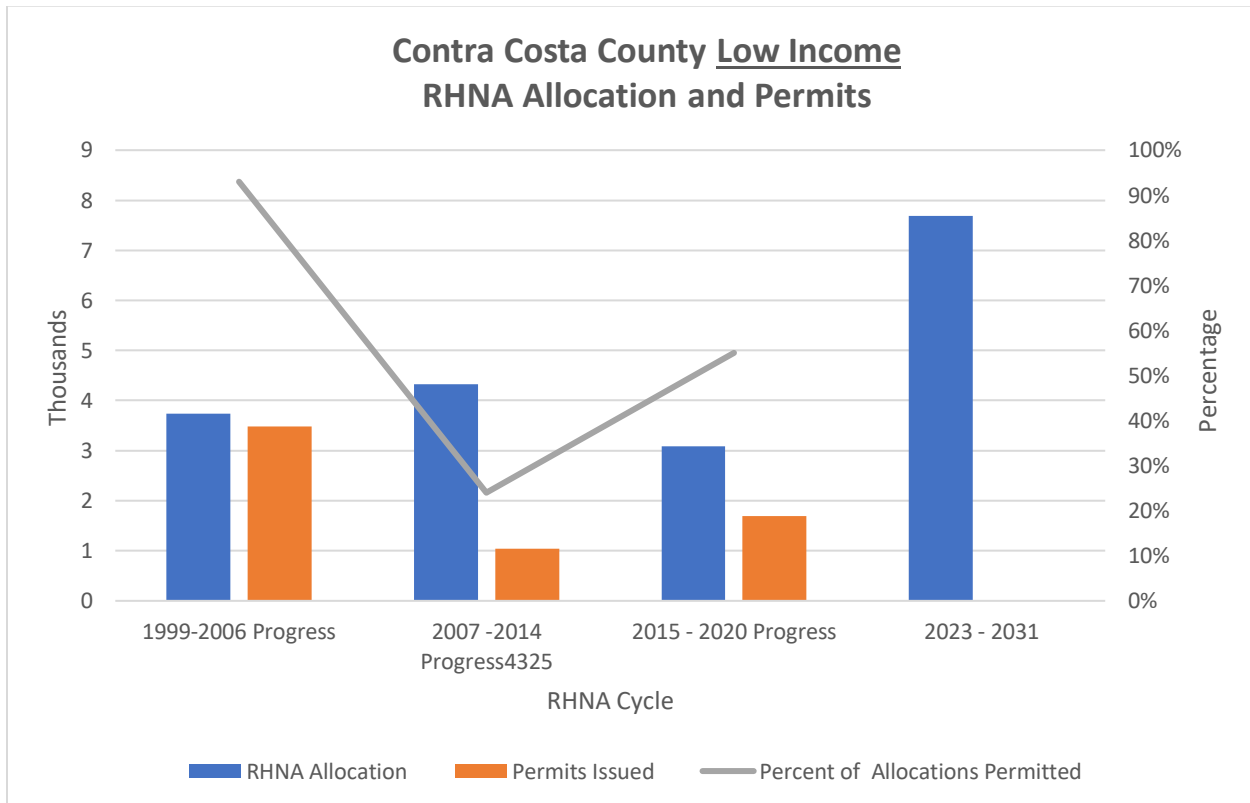
**Chart 1: Very-low Income Housing Allocations and Permits for CCC**



# Affordable Housing A Plan Without a Home

Chart 2 shows a 15-year decline in low-income housing permits, with an uplift in the most recent allocation cycle. However, the County still only issued permits for about half of the allocations mandated by the state for this same period. And again, the upcoming allocation cycle for 2023-2031 has a significant bump in the mandated allocation for low-income housing.

**Chart 2: Low Income Housing Allocations and Permits for CCC**



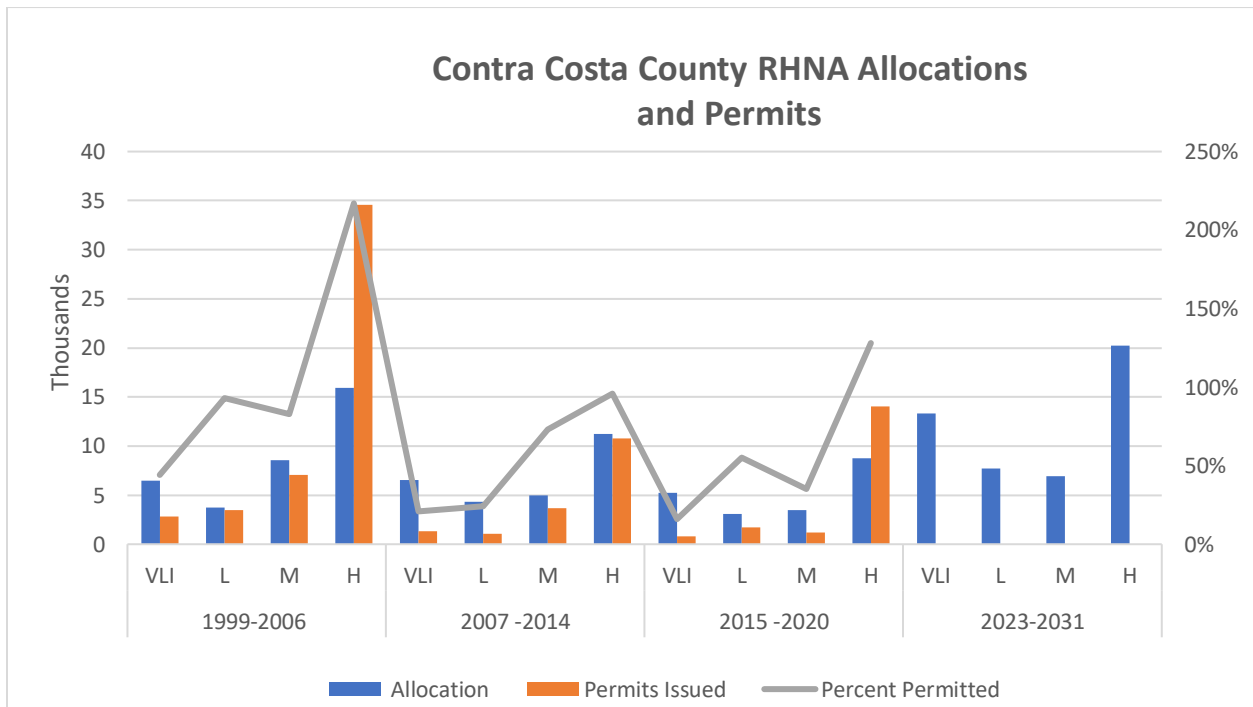
The data published in charts 1 & 2 above illustrates that over the period 1999-2020 the County has failed to provide the number of housing units mandated by the State of California and as they have planned for in their individual city and County element plans for very low- and low-income residents.

To understand the allocation targets and whether all income groups were equally impacted, the grand jury again looked at whether there had been any progress made against RHNA targets within any of the other income groups. What we found was that housing permits for high income housing had outpaced other income groups, with high income permits more than double all other income group housing permits combined. Close examination of the details published in the reports found in Appendix 3 validates this reality. The next 2 charts again use graphic descriptions of this published data to reinforce the magnitude of the problem.

# Affordable Housing A Plan Without a Home

Chart 3 looks at the past three Housing Element cycles results against allocations for the four income categories measured by RHNA reports for Contra Costa County. It also identifies new allocations for the current 2023-2031 Housing Element cycle. The income categories are VLI (very low), L (low), M (moderate), and H- (above moderate), which align with income categories measured in RHNA published progress reports. This chart also shows what percentage of the planned permits (allocation) resulted in a corresponding permit (Permits Issued) being issued for each income group as a percentage (Percent Permitted).

**Chart 3: Contra Costa County  
RHNA Allocations and Permits by Income Group**



# Affordable Housing A Plan Without a Home

Chart 4 below takes a representative sample of cities in the County and shows the percentage of housing permits issued for very low- and low-income residents measured against all housing permits issued for the time period 1999-2020. Most of the cities identified fell short of their allocation goals.

**Chart 4: Very Low and Low-Income Housing Permits as a % of All Permits by City**

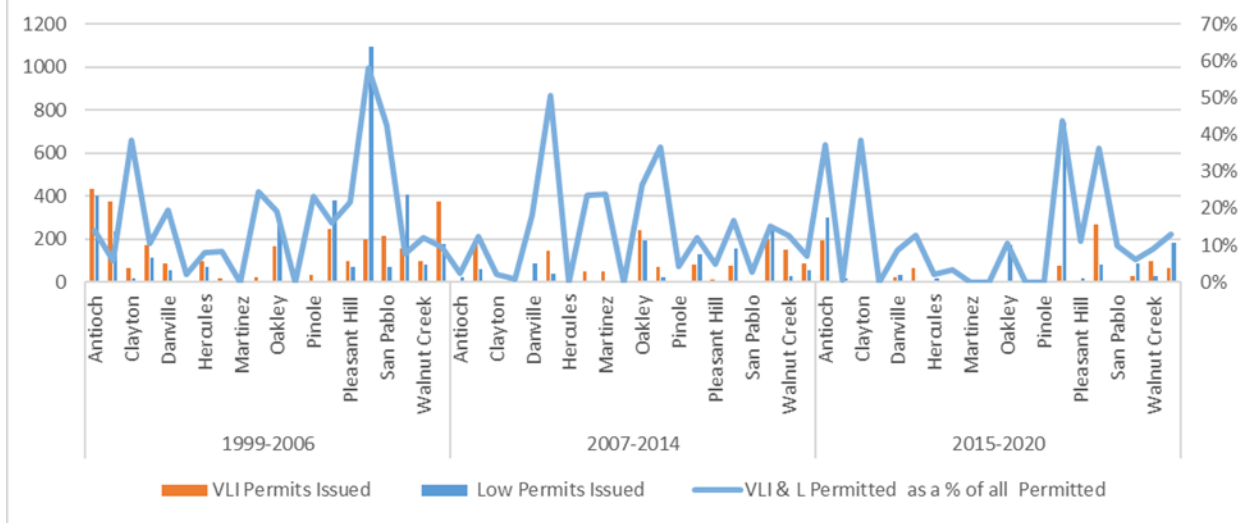
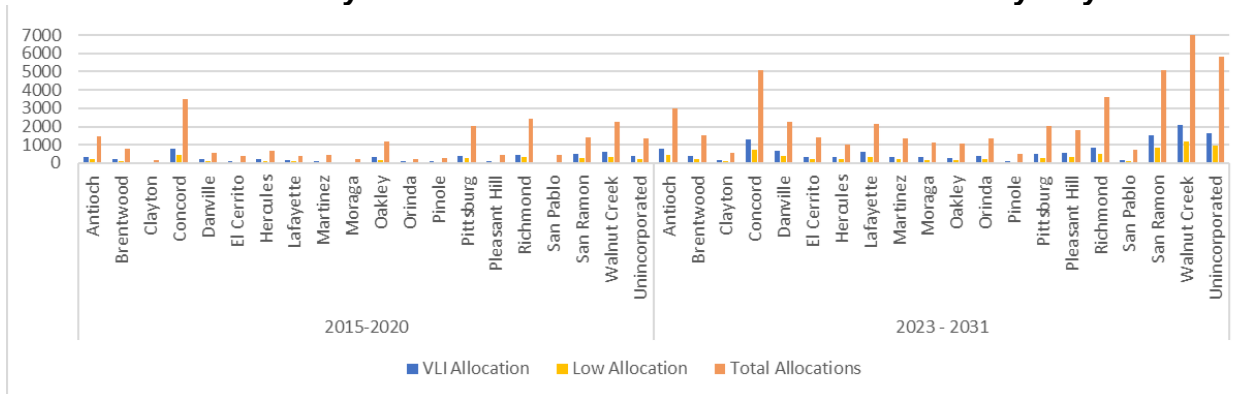


Chart 5 is a listing of all 19 cities in the County, showing how much housing was permitted for very low- and low-income residents in the last Housing Element cycle 2015-2020 and what is expected to be accomplished in 2023-2031. As the chart shows, the State of California has increased the mandatory allocation for very low- and low-income housing for many Contra Costa County cities and for the County itself.

**Chart 5: Very Low and Low-Income Permit Allocations by City**



## Affordable Housing A Plan Without a Home

Whether reviewing individual city details in Appendix 3 or reviewing the County results overall, the track record regarding very low- and low-income permitted units for affordable housing over the past 20 years is dismal. How will each city and the County meet more challenging targets (Appendix 5) for very low- and low-income housing in the next Housing Element cycle and what might enable attainment in the future?

# Affordable Housing A Plan Without a Home

## DISCUSSION

In every interview the grand jury conducted with city and County officials, all communicated that they care deeply about the affordable housing issue in their communities. However, none of those interviewed acknowledged or identified themselves, their department or any other agency as having responsibility for the actual attainment of RHNA housing targets. Although we found the Housing Element Plans on the various city and the County entities, we did not find any language or group description that identified an owning entity that is either accountable or responsible for the execution of the Housing Element Plan, identifying and addressing obstacles, or attaining state mandated targets. The grand jury was unable to find any owner for the actual achievement of state mandated housing targets. Meaning that once a Housing Element plan containing the mandated housing targets for each income group was approved, no individual or department was responsible for implementing the approved Housing Element plan or accountable for the progress/results against the established targets within the plan.

Our investigation looked at three specific areas that should enable affordable housing. First, the RHNA targets identified in housing element plans and who in local government takes ownership to implement approved HEPs. Second, what control do our cities and the County have in the affordable housing development process? Finally, the state's relationship with our cities and the County: how decisions by the state impact affordable housing development in our County.

RHNA Targets and City and County Responsibility

Each city is required by the State of California to provide an updated housing element plan for approval every eight years. The Association of Bay Area Governments (ABAG), a Bay Area local government consortium whose mission is to strengthen cooperation and collaboration across local governments in order to build healthier and stronger communities, receives the affordable housing target data from the state. This data outlines how much housing will be needed, by income category, for the next reporting cycle. ABAG distributes the individual targets for each city and the County for the current cycle. ABAG then provides a report, before the next housing element cycle, which documents each city and the County results against targets.

Contra Costa County city and County performance in issuing housing permits for very low- and low-income residents for the last three housing element cycles, 1999-2006, 2007-2014 and 2015-2020, showed significant misses of actual permits issued against the targets.

The charts in Appendix 3 reflect the number of permits issued by city, against RHNA allocation targets for each housing element. Appendix 5 is the final RHNA allocation for 2023-2031. All data presented in appendices 3 and 5 reflect that our cities and County are permitting housing, primarily for residents in the 120 percent of median or higher income classification.

City and County officials are primarily focused on getting HCD to approve an individual housing element plan. In multiple interviews with various city officials, after HEP approval we did not find examples of consistent communication of progress to meeting targets for very low- and low-income residents. In these same interviews, RHNA targets were described as “aspirational, not



# Affordable Housing

## A Plan Without a Home

realistic, or not attainable.” Interviewees used different words, but overall, RHNA targets were considered mostly an academic exercise that no one takes seriously. Furthermore, we did not find a specific owner for attainment of the housing element plan allocations, leading us to believe that this could well be one of the key reasons for our County’s failure to realize (permit and build) affordable housing for very low- and low-income residents.

### *Additional Obstacles that Hinder the Development of AH*

Six additional obstacles to the development of AH for residents identified as very low- and low-income are:

- limited availability of land;
- restrictive zoning policies specific to AH development;
- limited developer interest to bring projects forward;
- limited funding;
- lack of community support;
- NIMBY – an industry term that denotes opposition to development in a neighborhood, community, or city.

These obstacles are not uniform or constant across the County. Rather, some are more pronounced in one area or at one time.

### Limited Availability of Land

Cities with less available land, but access to mass transit hubs, benefit from incentives to build AH close to transit centers. West County cities have benefitted the most from these projects. East County cities with large tracts of undeveloped land have had recent success in building AH projects for very low- and low-income residents. The Antioch Family and Senior Apartments project, completed in 2022, is an example of a successful AH project, in that it was submitted, approved, and completed in a relatively short time period with minimal roadblocks (References/ Bibliography East Bay Times October 22, 2022). Central County cities must balance extremely high land costs against AH development needs.

### Restrictive Zoning Policies Specific to AH Development

City zoning ordinances vary greatly throughout the County but in many instances are not conducive to the development of AH. For instance, we conducted a limited proactive review of existing zoning policies to see if there were any subtle changes to local building codes that could be made to ease the approval of AH projects. Some cities zone land for AH development, but land that is far from basic services, in very expensive-to-develop areas, or in environmentally sensitive locations. Some cities have restrictive height zoning ordinances. Many cities do not have an inclusionary housing ordinance. (An inclusionary housing ordinance requires developers to set aside select units for very low- and low-income residents when proposing projects or to pay cities for the exclusion creating a local funding opportunity.)

# Affordable Housing

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### Developer Interest to Bring Projects Forward

Actions by local city councils greatly influence how developers view their ability to successfully create an AH development. In our interviews with city officials and developers, it was determined that city councils that work openly to mitigate community concerns, don't flip flop after a project has been properly vetted, and are willing to team with developers as partners throughout the long approval and development process are viewed as fostering conducive and supportive environments for AH development. Failure to team with a developer or to actively address obstacles during the approval and development process often results in failing to meet AH targets.

### Limited Funding

The lack of funding and the complexity associated with getting funding support for AH projects are obstacles. The state prioritizes AH projects that provide some local funding support. Developers who rely on tax incentives to help secure project funding get a better place in line to have their projects approved if there is demonstrated local funding support. City officials attribute the elimination of redevelopment agencies as a local funding source in 2012 as a key reason local funding has been so difficult to obtain. The County has been slow to provide alternative funding sources. Voters passed Measure X in 2020, and housing funds will finally be available in 2023. Other Bay Area counties took a more assertive role in providing alternative funding support for their cities.

In 2016, Alameda County passed measure A1, which dedicated \$580 million for AH. In 2016, Santa Clara County passed Measure A, which allocated \$950 million for AH. In Contra Costa County, Measure X carved out \$240 million as a dedicated housing fund, with a stipulation that only \$12 million annually for 20 years will be allocated to support housing. No funds are dedicated specifically to building housing for very low- and low-income residents, and there is no direct link of fund requests to achieving RHNA targets.

### Lack of Community Support

Cities across the County have a wide range of policies around outreach and education about AH. The effort to educate communities as to why this housing issue is so important is broadly different across the County. In reviewing successful AH projects completed in the County citizen involvement and participation has shown to lessen local opposition to AH.

### NIMBY Opposition and City Council response to NIMBY Opposition

NIMBY opposition was frequently cited by the developers that we interviewed as a primary cause of wasted resources and unnecessary project delays. Communities where projects get tied up in extensive local battles with non-supportive citizens or with city councils that reverse earlier decisions made through the normal local development process were cited by developers as influencing whether they would consider proposing AH projects in these communities.

# Affordable Housing A Plan Without a Home

## *Cities and Their Relationship with the State of California*

The state grants cities and counties broad independence to do what is best for their community regarding housing development. But the state retains the ability to override local city jurisdiction.

The Builder's Remedy provision in California's Housing Accountability Act has been in place since 1990. It grants developers the authority to bypass any local zoning or approval process and move projects forward if a local government entity is not in compliance with its current Housing Element plans. Compliance has meant meeting the requirement to have an approved HEP. While in place for many years, the state, until recently, has rarely enforced this provision. City and County officials who were interviewed recognize that there is now a more intense state oversight process to plan submissions, and there are potential penalties for poor content plans or plans that do not get approved by state deadlines. This renewed intensity of focus has forced cities and counties to improve the quality of their Housing Element plans. The Builder's Remedy is the draconian solution that the state may enforce if cities insist on proposing Housing Element plans that are not implementable. The city and County officials interviewed for this investigation expect to get their housing element plans approved. But again, plan approval does not equal plan implementation.

Senate Bill 35 allows qualifying development projects with certain minimum affordable housing guarantees to move more quickly through the local government review process. The bill amended the Government Code to restrict the ability of local governments to reject these projects. A project approved under SB 35 cannot be challenged under the California Environmental Quality Act (CEQA). This is an important feature of projects developed under SB35 as much has been discussed publicly about how CEQA lawsuits have been used to slow or stop the development of AH projects. Appendix 4 identifies individual cities and counties that have met their prorated very low- and low-income RHNA goals for the latest reporting period. It's a small list. In this County, only El Cerrito qualified for exemption from SB 35. We did not find examples of projects being developed in this County that have been or could be streamlined under SB 35.

Cities in this County that propose Housing Element plans, implement their approved plans, and meet RHNA targets for very low- and low-income residents will not run the risk of losing local development control through either Builder's Remedy or SB35.

# Affordable Housing A Plan Without a Home

## Findings and Recommendations

### *Findings:*

- F1. Within existing city or County infrastructure there is no clear owner who is responsible for achieving RHNA permitting targets.
- F2. City and County officials see no direct path to meet state-mandated regional housing (RHNA) targets.
- F3. There are currently no measurable penalties if a city or a County does not achieve RHNA targets in an approved housing element plan.
- F4. Data published by ABAG shows that Contra Costa County and most of its cities have missed their current RHNA targets for very low- and low-income housing allocations. The allocation requirements continue to increase (16x for very low-income and 4x for low-income residents).
- F5. Many obstacles hinder the development of AH at the local level, specifically for very low- and low-income housing, including:
  - a. Limited availability of land;
  - b. Restrictive zoning policies specific to AH development;
  - c. Limited developer interest to bring projects forward;
  - d. Limited available funding;
  - e. Lack of community support;
  - f. NIMBY opposition & city council response to NIMBY opposition.
- F6. Zoning changes are generally addressed only when a project is presented for development. Zoning obstacles include:
  - a. Housing element plans that offer poor land choices for AH development;
  - b. Restrictive height and high-density zoning policies;
  - c. Lack of inclusionary housing ordinance(s) in many cities.
- F7. Penalties directed at cities and the County (financial, loss of control over local planning) are tied to not meeting state deadlines for Housing Element plan approval
- F8. Builder's Remedy and SB35 projects do not address ingrained local obstacles identified in this report that prevent the completion of approved AH projects.
- F9. When local Redevelopment Agencies (RDA's) were discontinued by the state in 2012, the County and cities did not address the loss of funding for affordable housing or find alternative funding to support affordable housing projects until voters passed Measure X in November 2020. Projects that target very low- and low-income residents were particularly impacted.

# Affordable Housing

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- F10. Measure X housing funds are not fully dedicated to building AH for very low- and low-income residents.
- F11. Local funding provided by bonds like Measure X Housing Fund is a critical component of a developer's overall ability to raise funds for an AH development.
- F12. Cities that proactively engage citizens, address zoning obstacles, make reasonable zoning concessions, work collaboratively with developers, provide local funding support, and are united in addressing NIMBY opposition, have been successful in attracting AH projects.
- F13. The latest RHNA targets for cities and unincorporated Contra Costa County show a significant increase in the number of units that are expected to be permitted for very low- and low-income housing.

### *Recommendations:*

- R1. Each city and the County should consider assigning a staff position with clear leadership, ownership and accountability to achieve allocated RHNA targets. The individual in this position would be responsible for establishing and promoting an operational plan to achieve the RHNA goals set forth in the housing element plan.
- R2. Each city and the County should report AH progress and lack of progress using data across all four measured income groups. Special attention should be paid to tracking the housing needs of residents categorized as very low- and low-income. Cities and the County should communicate their progress, biannually, against RHNA targets at council and supervisor meetings.
- R3. Each city and the County should consider creating a dedicated AH commission comprised of a multi-disciplinary team of diverse citizens and led by a current, nonelected, city expert in planning. Each commission would be charged with providing a community voice in the process and helping to identify and address obstacles that hinder the development of affordable housing projects in their community.
- R4. Each city and the County should consider reviewing existing processes and identifying changes that would address or resolve the specific obstacles identified in this report that hinder achieving RHNA allocation targets for very low- and low-income housing in their community.
- R5. Each city and the County should consider developing a public dashboard to report progress against RHNA targets.
- R6. Each city and the County should consider, in their individual Housing Element plans, putting forth land zoned "suitable for residential use," without development obstacles, and located strategically close to existing services, for AH purposes.

## Affordable Housing A Plan Without a Home

- R7. Each city and the County should consider reviewing their zoning policies to identify restrictive zoning policies unique to their jurisdiction that impede AH projects and consider making zoning changes in light of that review that will support AH in their community.
- R8. Cities should consider adopting an inclusionary housing ordinance as part of their standard development policy by the end of 2023 (if not already in place).
- R9. Each city and the County should consider how to prioritize the implementation of housing projects that promote development of very low- and low-income housing.
- R10. Each city and the County should consider prioritizing Measure X funding requests that support projects that address RHNA targets for very low- and low-income residents. Each city and County should consider reporting regularly to their residents on the use of Measure X funds for such purposes.

# Affordable Housing A Plan Without a Home

## REQUIRED RESPONSES

As required by California Penal Code sections 933(b) and 933.05, the 2022-2023 Contra Costa County civil grand jury requires responses from the following governing bodies:

| Responding Agency                        | Findings | Recommendations |
|------------------------------------------|----------|-----------------|
| Contra Costa County Board of Supervisors | F1--F13  | R1-R7 & R9-R10  |
| Antioch City Council                     | F1-F13   | R1-R10          |
| Brentwood City Council                   | F1-F13   | R1-R10          |
| Clayton City Council                     | F1-F13   | R1-R10          |
| Concord City Council                     | F1-F13   | R1-R10          |
| Danville City Council                    | F1-F13   | R1-R10          |
| El Cerrito City Council                  | F1-F13   | R1-R10          |
| Hercules City Council                    | F1-F13   | R1-R10          |
| Lafayette City Council                   | F1-F13   | R1-R10          |
| Martinez City Council                    | F1-F13   | R1-R10          |
| Moraga City Council                      | F1-F13   | R1-R10          |
| Oakley City Council                      | F1-F13   | R1-R10          |
| Orinda City Council                      | F1-F13   | R1-R10          |
| Pinole City Council                      | F1-F13   | R1-R10          |
| Pittsburg City Council                   | F1-F13   | R1-R10          |
| Pleasant Hill City Council               | F1-F13   | R1-R10          |
| Richmond City Council                    | F1-F13   | R1-R10          |
| San Pablo City Council                   | F1-F13   | R1-R10          |
| San Ramon City Council                   | F1-F13   | R1-R10          |
| Walnut Creek City Council                | F1-F13   | R1-R10          |

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov) and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson  
725 Court Street  
**P.O. Box 431**  
Martinez, CA 94553-0091

# Affordable Housing A Plan Without a Home

## REFERENCES:

### *Bibliography:*

- Association of Bay Area Governments:
  - [RHNA 1999-2006 Final Report](#)
  - [RHNA San Francisco Bay Area Progress in Meeting 2007-2014](#)
  - [RHNA 2015 - 2020 Bay Area Building Permit Activity Report](#)
  - [RHNA Final Regional Housing Needs Allocation Plan: San Francisco Bay Area, 2023-2031](#)
  - [RHNA - Regional Housing Needs Allocation](#)
  - [RHNA: Housing Element Law Changes from 1969 to 2020](#)
- [U.S. Census Quick Facts / Contra Costa County, CA](#)
- [Fannie Mae Area Median Income Lookup Tool / Contra Costa County, CA](#)
- [CEQA: The California Environmental Quality Act](#)
- [SB35 Affordable Housing: Streamlined Approval Process](#)
- Housing Accountability Act (Government Code Section 65589.51): [Builder's Remedy and Housing Elements](#)
- Mercury News, February 13, 2023: [New bill would extend controversial California housing law](#)
- Mercury News, October 20, 2022: [Antioch unveils its newest and largest affordable income apartment complex](#)
- Contra Costa County Civil Grand Jury, 2015-2016, Report 1614: [Where Will We Live? The Affordable Housing Waiting List is Closed](#)
- Contra Costa Conservation and Development: [Measure X Housing Fund](#)
- Santa Clara County Office of Supportive Housing: [2016 Measure A - Affordable Housing Bond](#)
- Alameda County HCD: [Measure A1 Implementation Policies - Rental Housing Development Fund & Innovation and Opportunity Fund](#)



# Affordable Housing A Plan Without a Home

## Appendices

### A-1. Contra Costa County Average Median Income 2022

#### 2022 State Income Limits

Contra Costa County

Income Limits by Household Size - Effective May 13, 2022

#### Median Family Income - \$142,800

| Persons per Household | Acutely Low Income<br>15% AMI | Extremely Low Income<br>30% AMI | Very Low Income<br>50% AMI | Low Income<br>80% AMI | Median Income    | Moderate Income<br>120% AMI |
|-----------------------|-------------------------------|---------------------------------|----------------------------|-----------------------|------------------|-----------------------------|
| 1                     | \$15,000                      | \$30,000                        | \$50,000                   | \$76,750              | \$99,950         | \$119,950                   |
| 2                     | \$17,100                      | \$34,300                        | \$57,150                   | \$87,700              | \$114,250        | \$137,100                   |
| 3                     | \$19,250                      | \$38,600                        | \$64,300                   | \$98,650              | \$128,500        | \$154,200                   |
| 4                     | \$21,400                      | \$42,850                        | \$71,400                   | \$109,600             | <b>\$142,800</b> | \$171,350                   |
| 5                     | \$23,100                      | \$46,300                        | \$77,150                   | \$118,400             | \$154,200        | \$185,050                   |
| 6                     | \$24,800                      | \$49,750                        | \$82,850                   | \$127,150             | \$165,650        | \$198,750                   |
| 7                     | \$26,550                      | \$53,150                        | \$88,550                   | \$135,950             | \$177,050        | \$212,450                   |
| 8                     | \$28,250                      | \$56,600                        | \$94,250                   | \$144,700             | \$188,500        | \$226,200                   |

For Inclusionary Housing, Density Bonus, and calculating rents and for-sale prices

#### Income Limits from 2022 State Income Limits from the Department of Housing and Community Development

State Income Limits apply to designated programs, are used to determine applicant eligibility (based on the level of household income) and may be used to calculate affordable housing costs for applicable housing assistance programs. Use of State Income Limits are subject to a particular program's definition of income, family, family size, effective dates and other factors. In addition, definitions applicable to income categories, criteria, and geographic areas sometimes differ depending on the funding source and program, resulting in some programs using other income limits.

# Affordable Housing A Plan Without a Home

## A-2. 2022 CCC Wages, Rent to Income, AMI Status

| Occupation                                        | Mean Annual Wage (2022) | % of Monthly Income Needed for a 2-Bedroom Unit | % of Monthly Income Needed for a 3-bedroom Unit | Income Status - % of AMI * |
|---------------------------------------------------|-------------------------|-------------------------------------------------|-------------------------------------------------|----------------------------|
| Food Service Worker                               | \$36,488                | 87%                                             | 113%                                            | Extremely Low (<30% AMI)   |
| Dishwasher                                        | \$38,853                | 82%                                             | 107%                                            | Extremely Low              |
| Hairdressers                                      | \$42,203                | 75%                                             | 98%                                             | Extremely Low              |
| Retail Salespersons                               | \$43,018                | 74%                                             | 97%                                             | Very Low (50% AMI)         |
| Security Guards                                   | \$45,998                | 69%                                             | 90%                                             | Very Low                   |
| Receptionists and Information Clerks              | \$46,833                | 68%                                             | 89%                                             | Very Low                   |
| Preschool Teachers                                | \$46,103                | 69%                                             | 90%                                             | Very Low                   |
| Medical Assistants                                | \$59,313                | 54%                                             | 70%                                             | Very Low                   |
| Education and Childcare Administrators            | \$66,492                | 48%                                             | 62%                                             | Very Low                   |
| Licensed Practical and Licensed Vocational Nurses | \$78,255                | 41%                                             | 53%                                             | Low (80% AMI)              |
| Education Teachers, Postsecondary                 | \$91,041                | 34%                                             | 46%                                             | Low                        |
| Police and Sheriff's Patrol Officers              | \$126,289               | 25%                                             | 33%                                             | Median                     |
| Computer and Mathematical Occupations             | \$132,023               | 24%                                             | 32%                                             | Median                     |

# Affordable Housing A Plan Without a Home

## A-3. Bay Area RHNA Allocations and Progress

### CCC Progress in Meeting 1999-2006 Regional Housing Need Allocation

|                             | Very Low           |                   |                                       | Low                |                   |                                       | Moderate           |                   |                                       | Above Moderate     |                   |                                       |                            |
|-----------------------------|--------------------|-------------------|---------------------------------------|--------------------|-------------------|---------------------------------------|--------------------|-------------------|---------------------------------------|--------------------|-------------------|---------------------------------------|----------------------------|
|                             | RHNA<br>Allocation | Permits<br>Issued | Percent of<br>Allocation<br>Permitted | RHNA<br>Allocation | Permits<br>Issued | Percent of<br>Allocation<br>Permitted | RHNA<br>Allocation | Permits<br>Issued | Percent of<br>Allocation<br>Permitted | RHNA<br>Allocation | Permits<br>Issued | Percent of<br>Allocation<br>Permitted | Total<br>Permits<br>Issued |
| <b>Contra Costa County</b>  |                    |                   |                                       |                    |                   |                                       |                    |                   |                                       |                    |                   |                                       |                            |
| Antioch <sup>a</sup>        | 921                | 435               | 47%                                   | 509                | 403               | 79%                                   | 1,156              | 1,923             | 166%                                  | 1,873              | 3,213             | 172%                                  | 5,974                      |
| Brentwood <sup>a</sup>      | 906                | 376               | 42%                                   | 476                | 238               | 50%                                   | 958                | 2,166             | 226%                                  | 1,733              | 7,687             | 444%                                  | 10,467                     |
| Clayton <sup>a</sup>        | 55                 | 67                | 122%                                  | 33                 | 17                | 52%                                   | 84                 | 16                | 19%                                   | 274                | 119               | 43%                                   | 219                        |
| Concord <sup>a</sup>        | 453                | 171               | 38%                                   | 273                | 115               | 42%                                   | 606                | 76                | 13%                                   | 987                | 2,411             | 244%                                  | 2,773                      |
| Danville <sup>c</sup>       | 140                | 85                | 61%                                   | 88                 | 56                | 64%                                   | 216                | 84                | 39%                                   | 666                | 496               | 74%                                   | 721                        |
| El Cerrito <sup>a</sup>     | 37                 | 0                 | 0%                                    | 23                 | 5                 | 22%                                   | 48                 | 19                | 40%                                   | 77                 | 210               | 273%                                  | 234                        |
| Hercules <sup>a</sup>       | 101                | 96                | 95%                                   | 62                 | 68                | 110%                                  | 195                | 93                | 48%                                   | 434                | 1,818             | 419%                                  | 2,075                      |
| Lafayette <sup>a</sup>      | 30                 | 15                | 50%                                   | 17                 | 2                 | 12%                                   | 42                 | 0                 | 0%                                    | 105                | 186               | 177%                                  | 203                        |
| Martinez <sup>b</sup>       | 248                | 0                 | 0%                                    | 139                | 0                 | 0%                                    | 341                | 0                 | 0%                                    | 613                | 424               | 69%                                   | 424                        |
| Moraga <sup>a</sup>         | 32                 | 21                | 66%                                   | 17                 | 0                 | 0%                                    | 45                 | 0                 | 0%                                    | 120                | 65                | 54%                                   | 86                         |
| Oakley <sup>a</sup>         | 209                | 168               | 80%                                   | 125                | 293               | 234%                                  | 321                | 51                | 16%                                   | 553                | 1,888             | 341%                                  | 2,400                      |
| Orinda <sup>b</sup>         | 31                 | 0                 | 0%                                    | 18                 | 0                 | 0%                                    | 43                 | 0                 | 0%                                    | 129                | 157               | 122%                                  | 157                        |
| Pinole <sup>a</sup>         | 48                 | 34                | 71%                                   | 35                 | 6                 | 17%                                   | 74                 | 80                | 108%                                  | 131                | 52                | 40%                                   | 172                        |
| Pittsburg <sup>a</sup>      | 534                | 247               | 46%                                   | 296                | 381               | 129%                                  | 696                | 800               | 115%                                  | 987                | 2,477             | 251%                                  | 3,905                      |
| Pleasant Hill <sup>a</sup>  | 129                | 95                | 74%                                   | 79                 | 69                | 87%                                   | 175                | 226               | 129%                                  | 331                | 362               | 109%                                  | 752                        |
| Richmond <sup>a</sup>       | 471                | 200               | 42%                                   | 273                | 1,093             | 400%                                  | 625                | 131               | 21%                                   | 1,234              | 805               | 65%                                   | 2,229                      |
| San Pablo <sup>a</sup>      | 147                | 214               | 146%                                  | 69                 | 70                | 101%                                  | 123                | 16                | 13%                                   | 155                | 366               | 236%                                  | 666                        |
| San Ramon <sup>a</sup>      | 599                | 157               | 26%                                   | 372                | 407               | 109%                                  | 984                | 1,143             | 116%                                  | 2,492              | 5,538             | 222%                                  | 7,245                      |
| Walnut Creek <sup>a</sup>   | 289                | 99                | 34%                                   | 195                | 80                | 41%                                   | 418                | 175               | 42%                                   | 751                | 1,123             | 150%                                  | 1,477                      |
| Unincorporated <sup>a</sup> | 1,101              | 372               | 34%                                   | 642                | 177               | 28%                                   | 1,401              | 77                | 5%                                    | 2,292              | 5,151             | 225%                                  | 5,777                      |
| <b>Total</b>                | <b>6,481</b>       | <b>2,852</b>      | <b>44%</b>                            | <b>3,741</b>       | <b>3,480</b>      | <b>93%</b>                            | <b>8,551</b>       | <b>7,076</b>      | <b>83%</b>                            | <b>15,937</b>      | <b>34,548</b>     | <b>217%</b>                           | <b>47,956</b>              |

# Affordable Housing A Plan Without a Home

## CCC Progress in Meeting 2007-2014 Regional Housing Need Allocation

| CONTRA COSTA COUNTY    | Very Low (0-50% AMI) |                |                     | Low (50-80% AMI) |                |                     | Moderate (80-120% AMI) |                |                     | Above Moderate (120%+ AMI) |                |                     | Total  |                |                     |
|------------------------|----------------------|----------------|---------------------|------------------|----------------|---------------------|------------------------|----------------|---------------------|----------------------------|----------------|---------------------|--------|----------------|---------------------|
|                        | RHNA                 | Permits Issued | Percent of RHNA Met | RHNA             | Permits Issued | Percent of RHNA Met | RHNA                   | Permits Issued | Percent of RHNA Met | RHNA                       | Permits Issued | Percent of RHNA Met | RHNA   | Permits Issued | Percent of RHNA Met |
| Antioch                | 516                  | 8              | 2%                  | 339              | 20             | 6%                  | 381                    | 834            | 219%                | 1,046                      | 381            | 36%                 | 2,282  | 1,243          | 54%                 |
| Brentwood              | 717                  | 192            | 27%                 | 435              | 58             | 13%                 | 480                    | 175            | 36%                 | 1,073                      | 1,608          | 150%                | 2,705  | 2,033          | 75%                 |
| Clayton                | 49                   | -              | 0%                  | 35               | 1              | 3%                  | 33                     | 2              | 6%                  | 34                         | 46             | 135%                | 151    | 49             | 32%                 |
| Concord*               | 639                  | 2              | 0%                  | 426              | -              | 0%                  | 498                    | 8              | 2%                  | 1,480                      | 216            | 15%                 | 3,043  | 226            | 7%                  |
| Danville <sup>2</sup>  | 196                  | 2              | 1%                  | 130              | 84             | 65%                 | 146                    | 101            | 69%                 | 111                        | 287            | 259%                | 583    | 474            | 81%                 |
| El Cerrito             | 93                   | 142            | 153%                | 59               | 38             | 64%                 | 80                     | 13             | 16%                 | 199                        | 163            | 82%                 | 431    | 356            | 83%                 |
| Hercules <sup>3</sup>  | 143                  | -              | 0%                  | 74               | -              | 0%                  | 73                     | -              | 0%                  | 163                        | 153            | 94%                 | 453    | 153            | 34%                 |
| Lafayette <sup>2</sup> | 113                  | 47             | 42%                 | 77               | 8              | 10%                 | 80                     | 8              | 10%                 | 91                         | 170            | 187%                | 361    | 233            | 65%                 |
| Martinez               | 261                  | 48             | 18%                 | 166              | -              | 0%                  | 179                    | 4              | 2%                  | 454                        | 148            | 33%                 | 1,060  | 200            | 19%                 |
| Moraga                 | 73                   | -              | 0%                  | 47               | -              | 0%                  | 52                     | -              | 0%                  | 62                         | 9              | 15%                 | 234    | 9              | 4%                  |
| Oakley*                | 219                  | 242            | 111%                | 120              | 191            | 159%                | 88                     | 874            | 993%                | 348                        | 331            | 95%                 | 775    | 1,638          | 211%                |
| Orinda                 | 70                   | 72             | 103%                | 48               | 20             | 42%                 | 55                     | 22             | 40%                 | 45                         | 137            | 304%                | 218    | 251            | 115%                |
| Pinole                 | 83                   | 2              | 2%                  | 49               | 1              | 2%                  | 48                     | 10             | 21%                 | 143                        | 59             | 41%                 | 323    | 72             | 22%                 |
| Pittsburg              | 322                  | 79             | 25%                 | 223              | 126            | 57%                 | 296                    | 666            | 225%                | 931                        | 839            | 90%                 | 1,772  | 1,710          | 97%                 |
| Pleasant Hill          | 160                  | 9              | 6%                  | 105              | 1              | 1%                  | 106                    | 8              | 8%                  | 257                        | 194            | 75%                 | 628    | 212            | 34%                 |
| Richmond               | 391                  | 74             | 19%                 | 339              | 153            | 45%                 | 540                    | 243            | 45%                 | 1,556                      | 892            | 57%                 | 2,826  | 1,362          | 48%                 |
| San Pablo              | 22                   | -              | 0%                  | 38               | 1              | 3%                  | 60                     | 35             | 58%                 | 178                        | -              | 0%                  | 298    | 36             | 12%                 |
| San Ramon              | 1,174                | 196            | 17%                 | 715              | 255            | 36%                 | 740                    | 302            | 41%                 | 834                        | 2,247          | 269%                | 3,463  | 3,000          | 87%                 |
| Walnut Creek           | 456                  | 150            | 33%                 | 302              | 25             | 8%                  | 374                    | 19             | 5%                  | 826                        | 1,206          | 146%                | 1,958  | 1,400          | 72%                 |
| Contra Costa County*   | 815                  | 88             | 11%                 | 598              | 53             | 9%                  | 687                    | 330            | 48%                 | 1,408                      | 1,672          | 119%                | 3,508  | 2,143          | 61%                 |
| County Totals          | 6,512                | 1,353          | 21%                 | 4,325            | 1,035          | 24%                 | 4,996                  | 3,654          | 73%                 | 11,239                     | 10,758         | 96%                 | 27,072 | 16,800         | 62%                 |

## CCC Progress in Meeting 2015 - 2020 Regional Housing Need Allocation

|                             | Very Low Income |                 |                     |       |            | Low Income |                 |                     |       |            | Moderate Income |                 |                     |       |            | Above Moderate Income |                |            |
|-----------------------------|-----------------|-----------------|---------------------|-------|------------|------------|-----------------|---------------------|-------|------------|-----------------|-----------------|---------------------|-------|------------|-----------------------|----------------|------------|
| Jurisdiction                | RHNA            | Permits Issued  |                     |       | % RHNA Met | RHNA       | Permits Issued  |                     |       | % RHNA Met | RHNA            | Permits Issued  |                     |       | % RHNA Met | RHNA                  | permits issued | % RHNA Met |
|                             |                 | Deed-Restricted | Non-Deed-Restricted | Total |            |            | Deed-Restricted | Non-Deed-Restricted | Total |            |                 | Deed-Restricted | Non-Deed-Restricted | Total |            |                       |                |            |
| Contra Costa County         | 5,264           | 798             | 19                  | 817   | 16%        | 3,086      | 1,580           | 116                 | 1,696 | 55%        | 3,496           | 260             | 953                 | 1,213 | 35%        | 8,784                 | 14,020         | 128%       |
| Antioch                     | 349             | 175             | 18                  | 193   | 55%        | 205        | 299             | 1                   | 300   | 146%       | 214             | 0               | 34                  | 34    | 16%        | 680                   | 795            | 117%       |
| Brentwood                   | 234             | 2               | 0                   | 2     | 1%         | 124        | 6               | 10                  | 16    | 13%        | 123             | 0               | 85                  | 85    | 69%        | 279                   | 3,192          | 1144%      |
| Clayton                     | 51              | 0               | 0                   | 0     | 0%         | 25         | 0               | 5                   | 5     | 20%        | 31              | 0               | 0                   | 0     | 0%         | 34                    | 8              | 24%        |
| Concord                     | 798             | 0               | 0                   | 0     | 0%         | 444        | 0               | 0                   | 0     | 0%         | 559             | 5               | 5                   | 10    | 2%         | 1,677                 | 501            | 30%        |
| Danville                    | 196             | 20              | 0                   | 20    | 10%        | 111        | 3               | 27                  | 30    | 27%        | 124             | 2               | 38                  | 40    | 32%        | 126                   | 484            | 384%       |
| El Cerrito                  | 100             | 62              | 0                   | 62    | 62%        | 63         | 6               | 0                   | 6     | 10%        | 69              | 0               | 13                  | 13    | 19%        | 166                   | 459            | 277%       |
| Hercules                    | 220             | 0               | 0                   | 0     | 0%         | 118        | 0               | 16                  | 16    | 14%        | 100             | 0               | 217                 | 217   | 217%       | 244                   | 509            | 209%       |
| Lafayette                   | 138             | 7               | 0                   | 7     | 5%         | 78         | 6               | 0                   | 6     | 8%         | 85              | 24              | 40                  | 64    | 75%        | 99                    | 319            | 322%       |
| Martinez                    | 124             | 0               | 0                   | 0     | 0%         | 72         | 0               | 0                   | 0     | 0%         | 78              | 0               | 0                   | 0     | 0%         | 195                   | 88             | 45%        |
| Moraga                      | 75              | 0               | 0                   | 0     | 0%         | 44         | 0               | 0                   | 0     | 0%         | 50              | 0               | 6                   | 6     | 12%        | 60                    | 86             | 143%       |
| Oakley                      | 317             | 8               | 0                   | 8     | 3%         | 174        | 170             | 0                   | 170   | 98%        | 175             | 26              | 208                 | 234   | 134%       | 502                   | 1,273          | 254%       |
| Orinda                      | 84              | 0               | 0                   | 0     | 0%         | 47         | 0               | 0                   | 0     | 0%         | 54              | 0               | 30                  | 30    | 56%        | 42                    | 254            | 605%       |
| Pinole                      | 80              | 0               | 0                   | 0     | 0%         | 48         | 0               | 0                   | 0     | 0%         | 43              | 0               | 1                   | 1     | 2%         | 126                   | 25             | 20%        |
| Pittsburg                   | 392             | 75              | 0                   | 75    | 19%        | 254        | 708             | 34                  | 742   | 292%       | 316             | 0               | 71                  | 71    | 22%        | 1,063                 | 976            | 92%        |
| Pleasant Hill               | 118             | 0               | 0                   | 0     | 0%         | 69         | 19              | 0                   | 19    | 28%        | 84              | 0               | 41                  | 41    | 49%        | 177                   | 112            | 63%        |
| Richmond                    | 438             | 266             | 0                   | 266   | 61%        | 305        | 81              | 0                   | 81    | 27%        | 410             | 0               | 0                   | 0     | 0%         | 1,282                 | 612            | 48%        |
| San Pablo                   | 56              | 0               | 0                   | 0     | 0%         | 53         | 3               | 4                   | 7     | 13%        | 75              | 8               | 21                  | 29    | 39%        | 265                   | 36             | 14%        |
| San Ramon                   | 516             | 25              | 0                   | 25    | 5%         | 279        | 87              | 0                   | 87    | 31%        | 282             | 164             | 0                   | 164   | 58%        | 340                   | 1,547          | 455%       |
| Walnut Creek                | 604             | 96              | 0                   | 96    | 16%        | 355        | 18              | 10                  | 28    | 8%         | 381             | 0               | 44                  | 44    | 12%        | 895                   | 1,210          | 135%       |
| Contra Costa Unincorporated | 374             | 62              | 1                   | 63    | 17%        | 218        | 174             | 9                   | 183   | 84%        | 243             | 31              | 99                  | 130   | 53%        | 532                   | 1,534          | 288%       |

# Affordable Housing A Plan Without a Home

|                             | Very Low Income |                 |                     |       |            | Low Income |                 |                     |       |            | Moderate Income |                 |                     |       |            | Above Moderate Income |                |            |
|-----------------------------|-----------------|-----------------|---------------------|-------|------------|------------|-----------------|---------------------|-------|------------|-----------------|-----------------|---------------------|-------|------------|-----------------------|----------------|------------|
| Jurisdiction                | RHNA            | Permits Issued  |                     |       | % RHNA Met | RHNA       | Permits Issued  |                     |       | % RHNA Met | RHNA            | Permits Issued  |                     |       | % RHNA Met | RHNA                  | Permits Issued | % RHNA Met |
|                             |                 | Deed Restricted | Non-Deed Restricted | Total |            |            | Deed Restricted | Non-Deed Restricted | Total |            |                 | Deed Restricted | Non-Deed Restricted | Total |            |                       |                |            |
| Contra Costa County         | 5,264           | 798             | 19                  | 817   | 16%        | 3,086      | 1,580           | 116                 | 1,696 | 55%        | 3,496           | 260             | 953                 | 1,213 | 35%        | 8,784                 | 14,020         | 128%       |
| Antioch                     | 349             | 175             | 18                  | 193   | 55%        | 205        | 299             | 1                   | 300   | 146%       | 214             | 0               | 34                  | 34    | 16%        | 680                   | 795            | 117%       |
| Brentwood                   | 234             | 2               | 0                   | 2     | 1%         | 124        | 6               | 10                  | 16    | 13%        | 123             | 0               | 85                  | 85    | 69%        | 279                   | 3,192          | 1144%      |
| Clayton                     | 51              | 0               | 0                   | 0     | 0%         | 25         | 0               | 5                   | 5     | 20%        | 31              | 0               | 0                   | 0     | 0%         | 34                    | 8              | 24%        |
| Concord                     | 798             | 0               | 0                   | 0     | 0%         | 444        | 0               | 0                   | 0     | 0%         | 559             | 5               | 5                   | 10    | 2%         | 1,677                 | 501            | 30%        |
| Danville                    | 196             | 20              | 0                   | 20    | 10%        | 111        | 3               | 27                  | 30    | 27%        | 124             | 2               | 38                  | 40    | 32%        | 126                   | 484            | 384%       |
| El Cerrito                  | 100             | 62              | 0                   | 62    | 62%        | 63         | 6               | 0                   | 6     | 10%        | 69              | 0               | 13                  | 13    | 19%        | 166                   | 459            | 277%       |
| Hercules                    | 220             | 0               | 0                   | 0     | 0%         | 118        | 0               | 16                  | 16    | 14%        | 100             | 0               | 217                 | 217   | 217%       | 244                   | 509            | 209%       |
| Lafayette                   | 138             | 7               | 0                   | 7     | 5%         | 78         | 6               | 0                   | 6     | 8%         | 85              | 24              | 40                  | 64    | 75%        | 99                    | 319            | 322%       |
| Martinez                    | 124             | 0               | 0                   | 0     | 0%         | 72         | 0               | 0                   | 0     | 0%         | 78              | 0               | 0                   | 0     | 0%         | 195                   | 88             | 45%        |
| Moraga                      | 75              | 0               | 0                   | 0     | 0%         | 44         | 0               | 0                   | 0     | 0%         | 50              | 0               | 6                   | 6     | 12%        | 60                    | 86             | 143%       |
| Oakley                      | 317             | 8               | 0                   | 8     | 3%         | 174        | 170             | 0                   | 170   | 98%        | 175             | 26              | 208                 | 234   | 134%       | 502                   | 1,273          | 254%       |
| Orinda                      | 84              | 0               | 0                   | 0     | 0%         | 47         | 0               | 0                   | 0     | 0%         | 54              | 0               | 30                  | 30    | 56%        | 42                    | 254            | 605%       |
| Pinole                      | 80              | 0               | 0                   | 0     | 0%         | 48         | 0               | 0                   | 0     | 0%         | 43              | 0               | 1                   | 1     | 2%         | 126                   | 25             | 20%        |
| Pittsburg                   | 392             | 75              | 0                   | 75    | 19%        | 254        | 708             | 34                  | 742   | 292%       | 316             | 0               | 71                  | 71    | 22%        | 1,063                 | 976            | 92%        |
| Pleasant Hill               | 118             | 0               | 0                   | 0     | 0%         | 69         | 19              | 0                   | 19    | 28%        | 84              | 0               | 41                  | 41    | 49%        | 177                   | 112            | 63%        |
| Richmond                    | 438             | 266             | 0                   | 266   | 61%        | 305        | 81              | 0                   | 81    | 27%        | 410             | 0               | 0                   | 0     | 0%         | 1,282                 | 612            | 48%        |
| San Pablo                   | 56              | 0               | 0                   | 0     | 0%         | 53         | 3               | 4                   | 7     | 13%        | 75              | 8               | 21                  | 29    | 39%        | 265                   | 36             | 14%        |
| San Ramon                   | 516             | 25              | 0                   | 25    | 5%         | 279        | 87              | 0                   | 87    | 31%        | 282             | 164             | 0                   | 164   | 58%        | 340                   | 1,547          | 455%       |
| Walnut Creek                | 604             | 96              | 0                   | 96    | 16%        | 355        | 18              | 10                  | 28    | 8%         | 381             | 0               | 44                  | 44    | 12%        | 895                   | 1,210          | 135%       |
| Contra Costa Unincorporated | 374             | 62              | 1                   | 63    | 17%        | 218        | 174             | 9                   | 183   | 84%        | 243             | 31              | 99                  | 130   | 53%        | 532                   | 1,534          | 288%       |

RHNA: Regional Housing Needs Allocation

%RHMA Met >100

75> %RHNA Met >100

%RHN Met <75

# Affordable Housing A Plan Without a Home

## Final RHNA Allocations for 2023-2031

| Jurisdiction                | VERY LOW INCOME<br>(<50% of Area<br>Median Income) | LOW INCOME<br>(50-80% of Area<br>Median Income) | MODERATE INCOME<br>(80-120% of Area<br>Median Income) | ABOVE MODERATE<br>INCOME<br>(>120% of Area<br>Median Income) | TOTAL |
|-----------------------------|----------------------------------------------------|-------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------|-------|
| <b>CONTRA COSTA COUNTY</b>  |                                                    |                                                 |                                                       |                                                              |       |
| Antioch                     | 792                                                | 456                                             | 493                                                   | 1,275                                                        | 3,016 |
| Brentwood                   | 402                                                | 232                                             | 247                                                   | 641                                                          | 1,522 |
| Clayton                     | 170                                                | 97                                              | 84                                                    | 219                                                          | 570   |
| Concord                     | 1,292                                              | 744                                             | 847                                                   | 2,190                                                        | 5,073 |
| Danville                    | 652                                                | 376                                             | 338                                                   | 875                                                          | 2,241 |
| El Cerrito                  | 334                                                | 192                                             | 241                                                   | 624                                                          | 1,391 |
| Hercules                    | 344                                                | 198                                             | 126                                                   | 327                                                          | 995   |
| Lafayette                   | 599                                                | 344                                             | 326                                                   | 845                                                          | 2,114 |
| Martinez                    | 350                                                | 201                                             | 221                                                   | 573                                                          | 1,345 |
| Moraga                      | 318                                                | 183                                             | 172                                                   | 445                                                          | 1,118 |
| Oakley                      | 279                                                | 161                                             | 172                                                   | 446                                                          | 1,058 |
| Orinda                      | 372                                                | 215                                             | 215                                                   | 557                                                          | 1,359 |
| Pinole                      | 121                                                | 69                                              | 87                                                    | 223                                                          | 500   |
| Pittsburg                   | 516                                                | 296                                             | 346                                                   | 894                                                          | 2,052 |
| Pleasant Hill               | 566                                                | 326                                             | 254                                                   | 657                                                          | 1,803 |
| Richmond                    | 840                                                | 485                                             | 638                                                   | 1,651                                                        | 3,614 |
| San Pablo                   | 173                                                | 100                                             | 132                                                   | 341                                                          | 746   |
| San Ramon                   | 1,497                                              | 862                                             | 767                                                   | 1,985                                                        | 5,111 |
| Unincorporated Contra Costa | 2,072                                              | 1,194                                           | 1,211                                                 | 3,133                                                        | 7,610 |
| Walnut Creek                | 1,657                                              | 954                                             | 890                                                   | 2,304                                                        | 5,805 |



# Affordable Housing A Plan Without a Home

## A-4. SB 35 Very Low Income and Low-Income Determination Summaries

### Cities and Counties Not Currently Subject to SB 35 Streamlining Provisions

This determination represents Housing Element Annual Progress Report (APR) data received as of June 1, 2022. **The following 38 jurisdictions have met their prorated Lower (Very-Low and Low) and Above-Moderate Income Regional Housing Needs Assessment (RHNA)** for the Reporting Period and submitted their latest APR (2021).

These jurisdictions are not currently subject to the streamlined ministerial approval process (SB 35 (Chapter 366, Statutes of 2017) streamlining), but the jurisdictions are still encouraged to promote streamlining. All other cities and counties beyond these 38 are subject to at least some form of SB 35 streamlining, as indicated on the following pages.

For more detail on the proration methodology or background data see the SB 35 Determination Methodology.

| JURISDICTION       | JURISDICTION             |
|--------------------|--------------------------|
| 1 ATHERTON         | 20 MILL VALLEY           |
| 2 BELL             | 21 MONTE SERENO          |
| 3 BELLFLOWER       | 22 NEWPORT BEACH         |
| 4 BEVERLY HILLS    | 23 NORWALK               |
| 5 BUENA PARK       | 24 PLUMAS CO.            |
| 6 CALISTOGA        | 25 ROHNERT PARK          |
| 7 CARPINTERIA      | 26 ROLLING HILLS ESTATES |
| 8 CORTE MADERA     | 27 SAINT HELENA          |
| 9 EL CERRITO       | 28 SAN BERNARDINO CO.    |
| 10 FOSTER CITY     | 29 SANTA ANA             |
| 11 FOUNTAIN VALLEY | 30 SANTA CLARA CO.       |
| 12 GUADALUPE       | 31 SANTA MONICA          |
| 13 HILLSBOROUGH    | 32 SIERRA CO.            |
| 14 INDUSTRY        | 33 SOLVANG               |
| 15 LA HABRA        | 34 SONOMA CO.            |
| 16 LA QUINTA       | 35 UKIAH                 |
| 17 LAGUNA NIGUEL   | 36 VILLA PARK            |
| 18 MENDOCINO CO.   | 37 WESTMINSTER           |
| 19 MENLO PARK      | 38 WOODSIDE              |

# Affordable Housing A Plan Without a Home

Cities and Counties Subject to SB 35 Streamlining Provisions  
When Proposed Developments Include  $\geq 10\%$  Affordability

**These 263 jurisdictions** have insufficient progress toward their Above Moderate income RHNA and/or have not submitted the latest Housing Element Annual Progress Report (APR) (2021) and therefore **are subject to the streamlined ministerial approval process** (SB 35 (Chapter 366, Statutes of 2017) streamlining) **for proposed developments with at least 10% affordability.**

| JURISDICTION     | JURISDICTION       | JURISDICTION          |
|------------------|--------------------|-----------------------|
| 1 ADELANTO       | 28 BURBANK         | 55 DEL REY OAKS       |
| 2 ALAMEDA CO.    | 29 BUTTE CO.       | 56 DELANO             |
| 3 ALISO VIEJO    | 30 CALAVERAS CO.   | 57 DESERT HOT SPRINGS |
| 4 ALTURAS        | 31 CALEXICO        | 58 DIAMOND BAR        |
| 5 AMADOR         | 32 CALIFORNIA CITY | 59 DORRIS             |
| 6 AMADOR CO.     | 33 CALIPATRIA      | 60 DOS PALOS          |
| 7 APPLE VALLEY   | 34 CARSON          | 61 DUNSMUIR           |
| 8 ARCADIA        | 35 CERES           | 62 EAST PALO ALTO     |
| 9 ARCATA         | 36 CHOWCHILLA      | 63 EL CAJON           |
| 10 ARROYO GRANDE | 37 CITRUS HEIGHTS  | 64 EL CENTRO          |
| 11 ARVIN 47      | 38 CLAYTON         | 65 EL MONTE           |
| 12 AUBURN        | 39 CLEARLAKE       | 66 ESCALON            |
| 13 AVALON        | 40 CLOVERDALE      | 67 ESCONDIDO          |
| 14 AVENAL        | 41 COACHELLA       | 68 ETNA               |
| 15 AZUSA         | 42 COLMA           | 69 EUREKA             |
| 16 BAKERSFIELD   | 43 COLTON          | 70 EXETER             |
| 17 BANNING       | 44 COLUSA          | 71 FAIRFAX 107        |
| 18 BARSTOW       | 45 COLUSA CO.      | 72 FARMERSVILLE       |
| 19 BEAUMONT      | 46 COMMERCE        | 73 FERNDALE           |
| 20 BELVEDERE     | 47 COMPTON         | 74 FILLMORE           |
| 21 BENICIA       | 48 CONCORD         | 75 FIREBAUGH          |
| 22 BIGGS         | 49 CORCORAN        | 76 FORT JONES         |
| 23 BISHOP        | 50 CORNING         | 77 FORTUNA            |
| 24 BLUE LAKE     | 51 COSTA MESA      | 78 FRESNO CO.         |
| 25 BLYTHE        | 52 CRESCENT CITY   | 79 GLENN CO.          |
| 26 BRADBURY      | 53 CUDAHY          | 80 GONZALES           |
| 27 BRAWLEY       | 54 DEL NORTE CO.   | 81 GRASS VALLEY       |



# Affordable Housing A Plan Without a Home

| JURISDICTION         | JURISDICTION        | JURISDICTION       |
|----------------------|---------------------|--------------------|
| 82 GREENFIELD        | 117 LEMON GROVE     | 152 NOVATO         |
| 83 GRIDLEY           | 118 LEMOORE         | 153 OCEANSIDE      |
| 84 GUSTINE           | 119 LINCOLN         | 154 OJAI           |
| 85 HALF MOON BAY     | 120 LINDSAY         | 155 ORANGE COVE    |
| 86 HANFORD           | 121 LIVINGSTON      | 156 ORLAND         |
| 87 HAWAIIAN GARDENS  | 122 LOMA LINDA      | 157 OROVILLE       |
| 88 HAYWARD           | 123 LOMPOC          | 158 OXNARD         |
| 89 HESPERIA          | 124 LOOMIS          | 159 PACIFICA       |
| 90 HIGHLAND          | 125 LOS ANGELES CO. | 160 PALMDALE       |
| 91 HOLTVILLE         | 126 LOS GATOS       | 161 PARLIER        |
| 92 HUGHSON           | 127 LYNNWOOD        | 162 PASO ROBLES    |
| 93 HUMBOLDT CO.      | 128 MADERA          | 163 PATTERSON      |
| 94 HUNTINGTON BEACH  | 129 MADERA CO.      | 164 PERRIS         |
| 95 HUNTINGTON PARK   | 130 MARICOPA        | 165 PICO RIVERA    |
| 96 HURON             | 131 MARTINEZ        | 166 PINOLE         |
| 97 IMPERIAL          | 132 MARYSVILLE      | 167 PLACERVILLE    |
| 98 IMPERIAL CO.      | 133 MAYWOOD         | 168 PLEASANT HILL  |
| 99 INGLEWOOD         | 134 MCFARLAND       | 169 POMONA         |
| 100 INYO CO.         | 135 MENDOTA         | 170 PORTERVILLE    |
| 101 IRWINDALE        | 136 MERCED CO.      | 171 PORTOLA        |
| 102 ISLETON          | 137 MILLBRAE        | 172 POWAY          |
| 103 KERMAN           | 138 MODESTO         | 173 RANCHO CORDOVA |
| 104 KERN CO.         | 139 MONTAGUE        | 174 RED BLUFF      |
| 105 KINGS CO.        | 140 MONTEBELLO      | 175 REDLANDS       |
| 106 KINGSBURG        | 141 MONTEREY        | 176 REDONDO BEACH  |
| 107 LA HABRA HEIGHTS | 142 MONTEREY PARK   | 177 REEDLEY        |
| 108 LA MIRADA        | 143 MORENO VALLEY   | 178 RIALTO         |
| 109 LA PUENTE        | 144 MORRO BAY       | 179 RICHMOND       |
| 110 LAKE CO.         | 145 MOUNT SHASTA    | 180 RIDGECREST     |
| 111 LAKE ELSINORE    | 146 NATIONAL CITY   | 181 RIO DELL       |
| 112 LAKEPORT         | 147 NEEDLES         | 182 RIPON          |
| 113 LAKEWOOD         | 148 NEVADA CITY     | 183 RIVERBANK      |
| 114 LANCASTER        | 149 NEVADA CO.      | 184 RIVERSIDE      |

# Affordable Housing A Plan Without a Home

| JURISDICTION          | JURISDICTION         | JURISDICTION         |
|-----------------------|----------------------|----------------------|
| 115 LASSEN CO.        | 150 NEWMAN           | 185 RIVERSIDE CO.    |
| 116 LAWNSDALE         | 151 NORCO            | 186 ROLLING HILLS    |
| 187 ROSS              | 213 SANTEE           | 239 TUOLUMNE CO.     |
| 188 SACRAMENTO        | 214 SARATOGA         | 240 TURLOCK          |
| 189 SACRAMENTO CO.    | 215 SAUSALITO        | 241 TWENTYNINE PALMS |
| 190 SALINAS           | 216 SEASIDE          | 242 VALLEJO          |
| 191 SAN BERNARDINO    | 217 SEBASTOPOL       | 243 VENTURA CO.      |
| 192 SAN BRUNO         | 218 SELMA            | 244 VICTORVILLE      |
| 193 SAN DIEGO CO.     | 219 SHAFTER          | 245 VISALIA          |
| 194 SAN DIMAS         | 220 SHASTA CO.       | 246 WATERFORD        |
| 195 SAN FERNANDO      | 221 SHASTA LAKE      | 247 WEED             |
| 196 SAN GABRIEL       | 222 SIGNAL HILL      | 248 WEST HOLLYWOOD   |
| 197 SAN JACINTO       | 223 SISKIYOU CO.     | 249 WEST SACRAMENTO  |
| 198 SAN JOAQUIN       | 224 SOLANA BEACH     | 250 WESTLAKE VILLAGE |
| 199 SAN JOAQUIN CO.   | 225 SONORA 260       | 251 WESTMORLAND      |
| 200 SAN JUAN BAUTISTA | 226 SOUTH GATE       | 252 WHEATLAND        |
| 201 SAN LEANDRO       | 227 SOUTH LAKE TAHOE | 253 WILDOMAR         |
| 202 SAN MARINO        | 228 STANISLAUS CO.   | 254 WILLIAMS         |
| 203 SAN MATEO CO.     | 229 STOCKTON         | 255 WILLITS          |
| 204 <b>SAN PABLO</b>  | 230 SUISUN CITY      | 256 WILLOWS          |
| 205 SAN RAFAEL        | 231 SUTTER CO.       | 257 WINDSOR          |
| 206 SAND CITY         | 232 TAFT             | 258 WOODLAKE         |
| 207 SANGER            | 233 TEHACHAPI        | 259 YOLO CO.         |
| 208 SANTA CLARITA     | 234 TEHAMA           | 260 YREKA            |
| 209 SANTA CRUZ CO.    | 235 TEHAMA CO.       | 261 YUBA CITY        |
| 210 SANTA MARIA       | 236 TORRANCE         | 262 YUCAIPA          |
| 211 SANTA PAULA       | 237 TULARE CO.       | 263 YUCCA VALLEY     |
| 212 SANTA ROSA        | 238 TULELAKE         |                      |

# Affordable Housing A Plan Without a Home

Cities and Counties Subject to SB 35 Streamlining Provisions  
When Proposed Developments Include  $\geq 50$  Percent Affordability

**These 238 jurisdictions** have insufficient progress toward their Lower income RHNA (Very low- and low-income) and **are therefore subject to the streamlined ministerial approval process** (SB 35 (Chapter 366, Statutes of 2017) streamlining) **for proposed developments with at least 50% affordability. If the jurisdiction also has insufficient progress toward their Above Moderate income RHNA, then they are subject to the more inclusive streamlining for developments with at least 50% affordability.**

| JURISDICTION        | JURISDICTION               | JURISDICTION      |
|---------------------|----------------------------|-------------------|
| 1 AGOURA HILLS      | 28 CANYON LAKE             | 55 DINUBA         |
| 2 ALAMEDA           | 29 CAPITOLA                | 56 DIXON          |
| 3 ALBANY            | 30 CARLSBAD                | 57 DOWNEY         |
| 4 ALHAMBRA          | 31 CARMEL                  | 58 DUARTE         |
| 5 ALPINE CO.        | 32 CATHEDRAL               | 59 DUBLIN         |
| 6 AMERICAN CANYON   | 33 CERRITOS                | 60 EASTVALE       |
| 7 ANAHEIM           | 34 CHICO                   | 61 EL DORADO CO.  |
| 8 ANDERSON          | 35 CHINO                   | 62 EL SEGUNDO     |
| 9 ANGELS CAMP       | 36 CHINO HILLS             | 63 ELK GROVE      |
| 10 <b>ANTIOCH</b>   | 37 CHULA VISTA             | 64 EMERYVILLE     |
| 11 ARTESIA          | 38 CLAREMONT               | 65 ENCINITAS      |
| 12 ATASCADERO       | 39 CLOVIS                  | 66 FAIRFIELD      |
| 13 ATWATER          | 40 COALINGA                | 67 FOLSOM         |
| 14 BALDWIN PARK     | 41 COLFAX                  | 68 FONTANA        |
| 15 BELL GARDENS     | 42 <b>CONTRA COSTA CO.</b> | 69 FORT BRAGG     |
| 16 BELMONT          | 43 CORONA                  | 70 FOWLER         |
| 17 BERKELEY         | 44 CORONADO                | 71 FREMONT        |
| 18 BIG BEAR LAKE    | 45 COTATI                  | 72 FRESNO         |
| 19 BREA             | 46 COVINA                  | 73 FULLERTON      |
| 20 <b>BRENTWOOD</b> | 47 CULVER CITY             | 74 GALT           |
| 21 BRISBANE         | 48 CUPERTINO               | 75 GARDEN GROVE   |
| 22 BUELLTON         | 49 CYPRESS                 | 76 GARDENA        |
| 23 BURLINGAME       | 50 DALY CITY               | 77 GILROY         |
| 24 CALABASAS        | 51 DANA POINT              | 78 GLENDALE       |
| 25 CALIMESA         | 52 <b>DANVILLE</b>         | 79 GLENDORA       |
| 26 CAMARILLO        | 53 DAVIS                   | 80 GOLETA         |
| 27 CAMPBELL         | 54 DEL MAR                 | 81 GRAND TERRACE  |
| 82 GROVER BEACH     | 114 LOS ALAMITOS           | 146 <b>OAKLEY</b> |

# Affordable Housing A Plan Without a Home

| JURISDICTION            | JURISDICTION        | JURISDICTION               |
|-------------------------|---------------------|----------------------------|
| 83 HAWTHORNE            | 115 LOS ALTOS       | 147 ONTARIO                |
| 84 HEALDSBURG           | 116 LOS ALTOS HILLS | 148 ORANGE                 |
| 85 HEMET                | 117 LOS ANGELES     | 149 ORANGE CO.             |
| 86 HERCULES             | 118 LOS BANOS       | 150 ORINDA                 |
| 87 HERMOSA BEACH        | 119 LOYALTON        | 151 PACIFIC GROVE          |
| 88 HIDDEN HILLS         | 120 MALIBU          | 152 PALM DESERT            |
| 89 HOLLISTER            | 121 MAMMOTH LAKES   | 153 PALM SPRINGS           |
| 90 IMPERIAL BEACH       | 122 MANHATTAN BEACH | 154 PALO ALTO              |
| 91 INDIAN WELLS         | 123 MANTECA         | 155 PALOS VERDES ESTATES   |
| 92 INDIO                | 124 MARIN CO.       | 156 PARADISE               |
| 93 IONE                 | 125 MARINA          | 157 PARAMOUNT              |
| 94 IRVINE               | 126 MARIPOSA CO.    | 158 PASADENA               |
| 95 JACKSON              | 127 MENIFEE         | 159 PETALUMA               |
| 96 JURUPA VALLEY        | 128 MERCED          | 160 PIEDMONT               |
| 97 KING CITY            | 129 MILPITAS        | 161 PISMO BEACH            |
| 98 LA CANADA FLINTRIDGE | 130 MISSION VIEJO   | 162 PITTSBURG              |
| 99 LA MESA              | 131 MODOC CO.       | 163 PLACENTIA              |
| 100 LA PALMA            | 132 MONO CO.        | 164 PLACER CO.             |
| 101 LA VERNE            | 133 MONROVIA        | 165 PLEASANTON             |
| 102 LAFAYETTE           | 134 MONTCLAIR       | 166 PLYMOUTH               |
| 103 LAGUNA BEACH        | 135 MONTEREY CO.    | 167 POINT ARENA            |
| 104 LAGUNA HILLS        | 136 MOORPARK        | 168 PORT HUENEME           |
| 105 LAGUNA WOODS        | 137 MORAGA          | 169 PORTOLA VALLEY         |
| 106 LAKE FOREST         | 138 MORGAN HILL     | 170 RANCHO CUCAMONGA       |
| 107 LARKSPUR            | 139 MOUNTAIN VIEW   | 171 RANCHO MIRAGE          |
| 108 LATHROP             | 140 MURRIETA        | 172 RANCHO PALOS VERDES    |
| 109 LIVE OAK            | 141 NAPA            | 173 RANCHO SANTA MARGARITA |
| 110 LIVERMORE           | 142 NAPA CO.        | 174 REDDING                |
| 111 LODI                | 143 NEWARK          | 175 REDWOOD CITY           |
| 112 LOMITA              | 144 OAKDALE         | 176 RIO VISTA              |
| 113 LONG BEACH          | 145 OAKLAND         | 177 ROCKLIN                |

## Affordable Housing A Plan Without a Home

| JURISDICTION            | JURISDICTION            | JURISDICTION     |
|-------------------------|-------------------------|------------------|
| 178 ROSEMEAD            | 199 SEAL BEACH          | 220 TULARE       |
| 179 ROSEVILLE           | 200 SIERRA MADRE        | 221 TUSTIN       |
| 180 SAN ANSELMO         | 201 SIMI VALLEY         | 222 UNION CITY   |
| 181 SAN BENITO CO.      | 202 SOLANO CO.          | 223 UPLAND       |
| 182 SAN CARLOS          | 203 SOLEDAD             | 224 VACAVILLE    |
| 183 SAN CLEMENTE        | 204 SONOMA              | 225 VENTURA      |
| 184 SAN DIEGO           | 205 SOUTH EL MONTE      | 226 VERNON       |
| 185 SAN FRANCISCO       | 206 SOUTH PASADENA      | 227 VISTA        |
| 186 SAN JOSE            | 207 SOUTH SAN FRANCISCO | 228 WALNUT       |
| 187 SAN JUAN CAPISTRANO | 208 STANTON             | 229 WALNUT CREEK |
| 188 SAN LUIS OBISPO     | 209 SUNNYVALE           | 230 WASCO        |
| 189 SAN LUIS OBISPO CO. | 210 SUSANVILLE          | 231 WATSONVILLE  |
| 190 SAN MARCOS          | 211 SUTTER CREEK        | 232 WEST COVINA  |
| 191 SAN MATEO           | 212 TEMECULA            | 233 WHITTIER     |
| 192 SAN RAMON           | 213 TEMPLE CITY         | 234 WINTERS      |
| 193 SANTA BARBARA       | 214 THOUSAND OAKS       | 235 WOODLAND     |
| 194 SANTA BARBARA CO.   | 215 TIBURON             | 236 YORBA LINDA  |
| 195 SANTA CLARA         | 216 TRACY               | 237 YOUNTVILLE   |
| 196 SANTA CRUZ          | 217 TRINIDAD            | 238 YUBA CO.     |
| 197 SANTA FE SPRINGS    | 218 TRINITY CO.         |                  |
| 198 SCOTTS VALLEY       | 219 TRUCKEE             |                  |

# Affordable Housing A Plan Without a Home

## A-5. News Articles Regarding Affordable Housing

### Bay Area News Group article





# Affordable Housing A Plan Without a Home

the 15 Bay Area municipalities it had reviewed so far — with Alameda the lone success.

The agency told San Francisco, Oakland, Sunnyvale, Mountain View, Redwood City, Antioch and others to rewrite their drafts to provide proof the sites identified for future homes have a realistic chance of development, and to offer the possibility of rezoning certain neighborhoods for denser housing, among various other instructions.

Public officials and housing experts say the denials weren't a surprise given the state's high planning expectations. They anticipate many more rejection letters are on the way.

But HCD's hard line is raising questions about whether Bay Area cities and counties can meet the fast-approaching housing plan deadline at the end of January. Failing to do so risks missing out on affordable housing and infrastructure funding and could put jurisdictions in jeopardy of lawsuits, fines and the loss of local control over land-use decisions.

"I don't know if we're going to meet the deadline," said Mountain View Mayor Lucas Ramirez. "We're going to do the best we can. It may very well be that HCD says this is a strong start, but you have to do even more."

Judging by how the housing element process has gone in other parts of the state, that result seems possible for much of the Bay Area. In Southern California, just 48 of 196 local governments in the region have submitted housing elements after most blew their October 2021 deadline.



A view of a sitting area at Rosefield Village apartments during the grand opening celebration in Alameda last month. Alameda is the only Bay Area city whose housing element plan has been approved by the state.

JOSE CARLOS FAJARDO — STAFF PHOTOGRAPHER

Mathew Reed, director of policy for the Silicon Valley affordable housing advocacy group SV@Home, said the state is demanding far more than during prior planning periods. For example, cities and counties are now expected to address housing equity and discrimination issues in their plans proactively. But Reed said Bay Area jurisdictions shouldn't use that increased burden as an excuse.

"It's been apparent that if you don't reach the bar (set by the state), you'll have more work," he said. "I'm not sure the public or elected officials have been as conscious of that fact."

Officials in Alameda spent years preparing their 228-page housing plan, which the state approved in August. Planning Director

Andrew Thomas said while some residents protested the small island city's plans to accommodate more than 5,800 new homes, it was important to finalize the draft so the City Council could adopt it before the election in November.

"This is the City Council that's been involved in the preparation of this document for the last three years, and we decided this should be the City Council that makes the final decision," Thomas said.

Gov. Gavin Newsom, at a bill signing event last month in San Francisco, made clear that unlike in years past, state officials aren't going to look the other way if cities and counties ignore their housing responsibilities. In addition to withholding grant

mandatory rezoning timelines, the state is threatening to sue noncompliant jurisdictions to compel a judge to take over the process for approving and permitting new homes.

"At the end of the day we need to see local accountability," Newsom said. "We're going to celebrate success, but we're going to call out failure."

At the event, Newsom highlighted a first-ever state investigation by HCD into San Francisco's restrictive housing policies. He also singled out the town of Atherton, the wealthy San Mateo County enclave that gained national attention earlier this year when it scrubbed its housing element draft of town homes after tech industry residents — including billion-

Andreesen — vehemently objected to adding multifamily housing.

In an interview last month, Atherton Mayor Rick DeGolia said building multifamily homes considered affordable by state standards isn't practical because the cost of land in the town is around \$8 million per acre, and there is little publicly owned land to develop. Instead, Atherton's housing element draft focuses on a program to help homeowners create new in-law units for rent.

"If (state officials) refuse, we're going to be in a fight with them," DeGolia said. Judging by Southern California's example, he expects to have until the end of 2023 to come to "some settlement with the state."

Reed with SV@Home

hard," he said. "The expectation is to say, 'What can you do to address some of the things that are making it hard?' And the expectation is high."

In Oakland, meanwhile, residents of the largely suburban Rockridge neighborhood are asking the city to plan for more apartments and town homes in their community. In their rejection of Oakland's housing element, state officials directed the city to examine recommendations made by the Rockridge Community Planning Council.

"We believe that welcoming significant numbers of new residents to Rockridge would be entirely consistent with our values and the cherished historically diverse character of our neighborhood," the group wrote in a letter to city planning staff.

As the certification deadline approaches, housing advocates are warning cities of another, relatively little-known consequence of failing to finish their housing elements in time: the "builders' remedy." The three-decade-old law forces noncompliant cities to accept large housing projects with affordable units, even when the developments far exceed local zoning limits.

Chris Elmendorf, a law professor at UC Davis, said that while there are few known instances of the builders' remedy coming into play, developers have in recent years become emboldened to take advantage of other state housing laws that bypass local control.

"We're seeing the emergence of developers who are not relying on their relationships with city councils and instead on their rights under state law," he

# Affordable Housing A Plan Without a Home

## East Bay Times article

AST BAY TIMES » SATURDAY, OCTOBER 22, 2022

# Local News

ORE LOCAL NEWS » EASTBAYTIMES.COM

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000 SECTION 8

## ARGEST IN EASTERN CONTRA COSTA COUNTY

### Antioch unveils affordable housing complex

The 394-unit development sits on 14.85 acres in northeast section of the city

by Judith Prieve  
jprieve@bayareanewsgroup.com

The largest affordable-income family and senior apartment complex ever in east Contra Costa county has opened in the northeast area of Antioch.

The new 394-unit complex, which was celebrated at a ribbon-cutting Thursday, is expected to lessen the shortage of affordable housing in the city and breathe

new life into the Bridgehead area, which lost major retailer Kmart and has not seen much development in recent years. The apartments were developed by AMCAL, a Southern California developer that has been constructing affordable housing since the 1990s.

Located southwest of East 18th Street and Holub Lane just west of Highway 160, the AMCAL Family and Senior Apartments include 11 three-story buildings on 14.85

acres between two residential neighborhoods. Of the 390 affordable apartments in the gated complex, 214 are designed for families and 180 for tenants 55 and older. Four will be manager apartments.

"We're excited; tenants are starting to move in," said Alex Pratt, AMCAL vice president of development. "This is an intergenerational project, and there are 394 units and 100%

Developer AMCAL unveiled its newly opened affordable housing complex, the Antioch Family and Senior Apartments, in northeastern Antioch on Thursday. JUDITH PRIEVE STAFF



HOUSING » PAGE 2



# Affordable Housing A Plan Without a Home

## Builder's Remedy Article - The Fix

# The 'fix' almost nobody wants

The 'builder's remedy' could OK projects in cities behind on their state-mandated housing plans

By Ethan Varian  
evarian@bayareanewsgroup.com

It's a NIMBY's worst nightmare: high-rise apartment buildings going up in suburban neighborhoods — and local officials helpless to halt construction.

That scenario could soon become a possibility for Bay Area cities large and small should they fail to convince the state they're doing enough to help solve a deepening housing crisis.

It's all thanks to a little-used section of state housing law known as the "builder's remedy." Uncertainties remain, but the three-decade-old provision could enable developers to push through projects of virtually any size almost anywhere they please, as long as a portion of the building includes affordable units.

The builder's remedy would only apply to Bay Area cities without a state-approved plan to meet their upcoming homebuilding goals, which are updated every eight years. The penalty doesn't kick in until early next year, but many jurisdictions appear unlikely to have plans ready in time.

Housing experts and advocates say that means a surge of proposals may be on the horizon, especially in wealthier areas that have made it challenging to build denser housing, but where developers stand to see higher profits if they can build.

"If you're not going to tell developers where they can build multifamily housing, the state is saying they don't have to follow your rules," said San Francisco real estate attorney Daniel Golub,

BUILDERS » PAGE 8

# Affordable Housing A Plan Without a Home

## Builders

FROM PAGE 1

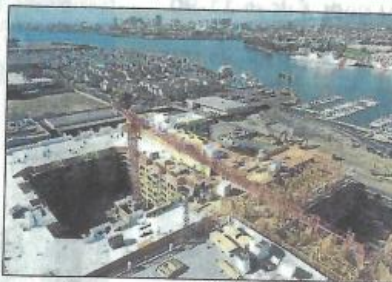
adding he's received "very substantial interest" about the builder's remedy in recent months.

It's already starting in Southern California — where over a hundred cities are behind on their housing plans due last year and developers have blitzed a handful of affluent enclaves with builder's remedy proposals in recent months. That includes more than a dozen high-rise projects in Santa Monica and a 2,300-unit oceanside complex in Redondo Beach.

In the Bay Area, cities have until Jan. 31 to get their housing plans certified and stave off a similar outcome. But so far, just two — Alameda and Emeryville — have approvals. However, the growing interest in the builder's remedy is adding pressure to meet the fast-approaching deadline.

A big part of why developers see the provision as a viable option now, despite it being on the books since 1990, appears to be that new state laws and policies have added teeth to the planning process for housing.

Homebuilding targets set



JANE TYSKA — STAFF PHOTOGRAPHER

A drone photographs development along Clement Avenue in Alameda, one of only two Bay Area cities that have had their housing plans approved by the state.

by the state have doubled or even tripled for many cities. As a whole, the Bay Area is on the hook for approving more than 441,000 units for all income levels over the next decade, representing a 15% increase in the region's total homes.

For the current expiring eight-year cycle, the Bay Area permitted only about 190,000 units, according to state housing data. Of that amount, just 44,000 are for low- or middle-income residents, well under half the combined goal for those income levels.

This time around, state officials, including Gov. Gavin Newsom, have made

clear they won't simply rubber-stamp cities' housing plans, and intend to hold jurisdictions accountable for actually meeting their new goals. The state is threatening fines, withholding affordable housing funding and loss of permitting authority for cities that skirt their housing responsibilities.

Paul Campos, a senior vice president with the Bay Area Building Industry Association, said despite the rush of builder's remedy proposals in Southern California, the provision's requirement that 20% of units be affordable makes it challenging for projects

to actually "pencil out," — developer-speak for "turn enough of a profit to get built."

In part because of that financial reality, Campos said it's unlikely the Bay Area will see many projects that are drastically larger than what local zoning laws already allow. Instead, he views the provision as a way to "soften or eliminate some heavy-handed local regulations." For example, developers could add a few stories onto apartment projects to offset city development fees.

The type of city where the builder's remedy makes the most sense, Campos and other experts said, is one where rents are high and developers have often struggled to get large projects across the finish line.

Palo Alto, which has a population and median rent level roughly similar to that in Santa Monica, could fit the bill.

"(Santa Monica is) encountering now what we very possibly will be in three months," said Palo Alto Mayor Pat Burt.

Burt said Palo Alto is "racing" to finalize its plan for where new housing should be built, but he doesn't expect to meet the state's Jan. 31 deadline.

It's unclear what the upscale Silicon Valley suburb, home to Stanford University, would do if faced with a flurry of builder's remedy applications. Burt expects an eventual court ruling on the Southern California proposals will determine whether Palo Alto would need to approve them.

Sonja Trauss, founder of the San Francisco-based housing advocacy group YIMBY Law, which launched an online workshop to help take advantage of the builder's remedy, acknowledged the scheme has not been legally tested. Potential sticking points include how the state's strict environmental laws apply and whether a city can deny proposals by essentially self-certifying its housing plan.

Another question is whether a builder's remedy proposal would still be valid if a noncompliant city gets its housing plan certified after the planning and permitting process for the project has already begun. The state housing department has said such projects must go through.

Still, Trauss said cities planning on challenging the provision shouldn't expect an easy victory.

"They may go to court, and they could prevail, but

it's definitely going to be a fight," she said.

For some local officials, a brewing clash over the builder's remedy is only the latest result of what they say are punitive state laws and policies that are wresting away local control and threatening to destroy the character of their cities. The looming specter of largely unrestricted development is creating a sense of urgency to push back.

"It's the responsibility of the state Legislature to step in and ensure we don't witness a drastic overreach," Burt said.

State Sen. Scott Wiener, a Democrat from San Francisco and one of the principal backers of recent laws that have cleared the way for the builder's remedy, said he has no such intent.

"It's time to actually have enforceable standards," Wiener said. "What's more important, local control or having enough housing for everyone?"

For now, he said the builder's remedy appears to be serving its primary purpose by convincing cities to get their housing plans in order sooner rather than later.

"The goal is not to ever have to invoke the builder's remedy," he said.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 12, 2023

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

**SUBMITTED BY:** Mitchell Loving, Junior Engineer 

**SUBMITTED BY:** Scott Buenting, Acting Public Works Director/City Engineer 

**SUBJECT:** Acceptance of Work and Notice of Completion for the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9; P.W. 678-9

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9.

**FISCAL IMPACT**

There is adequate funding for this Community Development Block Grant ("CDBG") Downtown Roadway Pavement Rehabilitation, Phase 9 ("Project") utilizing CDBG Funds. On February 28, 2023, the City Council approved a budget amendment in the amount of \$550,000 for a total project budget of \$1,483,000. The final project cost of the contract is \$1,207,553.20.

**DISCUSSION**

On September 13, 2022 the City Council awarded a contract to Redgwick Construction Co. in the amount of \$685,000. The Project consisted of roadway rehabilitation, replacement of damaged sidewalk, curb and gutter, installation of new curb ramps and storm drain system modifications on West Eighth Street from 'A' to 'D' Streets. Portions of the roadway on West Eighth Street at 'B' and 'C' Streets were fully constructed. The increase in the final construction cost was due to expansion of the limits of work to include H Street from Fourth Street to Sixth Street, Fifth Street from 'G' and 'H' Street and Sixth Street from 'G' and 'H' Street.

All work on this project was completed on June 27, 2023.

**ATTACHMENTS**

- A. Resolution
- B. Notice of Completion



ATTACHMENT "A"

RESOLUTION NO. 2023/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ACCEPTING  
WORK AND AUTHORIZING THE ACTING CITY MANAGER OR DESIGNEE TO FILE  
A NOTICE OF COMPLETION FOR THE  
COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY  
PAVEMENT REHABILITATION, PHASE 9  
P.W. 678-9

**WHEREAS**, on June 13, 2023, the City Council adopted the 5 Year Capital Improvement Program 2023-2028, which included funding for the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9 ("Project");

**WHEREAS**, the Project was published and advertised in the East County Times on July 8, 2022 and July 11, 2022, and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, the Project bids were publicly opened and read on August 16, 2022, and three (3) bids were received;

**WHEREAS**, the lowest responsive and responsible bidder was submitted by Redgwick Construction Co. of Oakland, CA;

**WHEREAS**, on September 13, 2022, the City Council awarded a contract to Redgwick Construction Co. in the amount of \$685,000 for roadway rehabilitation, replacement of damaged sidewalk, curb and gutter, installation of new curb ramps and storm drain system modifications;

**WHEREAS**, on February 28, 2023, the City Council approved a budget amendment in the amount of \$550,000 for a total project budget of \$1,483,000;

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

**WHEREAS**, all work on the Project was completed on June 27, 2023, at a final contract price of \$1,207,553.20 in accordance with plans and specifications referred to therein.

AI

**RESOLUTION NO. 2023/\*\***

September 12, 2023

Page 2

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

1. The work on the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9 is completed and accepted; and
2. The Acting City Manager or designee is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Project.

\* \* \* \* \*

**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 12<sup>th</sup> day of September 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

**ATTACHMENT "B"**

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**NOTICE OF COMPLETION FOR THE  
COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY  
PAVEMENT REHABILITATION, PHASE 9  
(P.W. 678-9)**

**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 June 27, 2023, 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 Redgwick Construction Co.
6. The surety for said project was The Ohio Casualty, Insurance Company.
7. This project consisted of roadway rehabilitation, replacement of damaged sidewalk, curb and gutter, installation of new curb ramps and storm drain system modifications on West Eighth Street from 'A' to 'D' Streets and portions of the roadway on West Eighth Street at 'B' and 'C' Streets were fully constructed. Additional pavement installation, concrete rehabilitation, and the installation of handicap ramps along H St., 5<sup>th</sup> St., and 6<sup>th</sup> St. were performed.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
SCOTT BUENTING, P.E.  
Acting Public Works Director/City Engineer  
City of Antioch

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 12, 2023

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst I 

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

**SUBJECT:** Seventh Amendment to the Consulting Services Agreement with Woodard & Curran for the West Antioch Creek Silt Removal Project; P.W. 201-5A

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving a seventh amendment to the consulting services agreement with Woodard & Curran for professional consulting services for the West Antioch Creek Silt Removal Project in the amount of \$152,992 for a total contract amount of \$1,826,000 attached as Exhibit "1" to the Resolution; and
2. Authorizing the Acting City Manager or designee to execute the seventh amendment to the consulting services agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

Adoption of this resolution will increase the consulting services agreement with Woodard & Curran ("W&C") by \$152,992 for a total contract amount of \$1,826,000. The fiscal year 2023/24 Operating Budget includes funding through the Sewer Enterprise Fund for this increase. In addition, the fiscal year 2023/24 Capital Improvement Budget includes funding through a State of California Department of Water Resources Proposition 1 Integrated Regional Water Management Implementation Grant for work related to the West Antioch Creek Silt Removal Project ("Project").

**DISCUSSION**

On November 27, 2012, the City Council awarded a contract to W&C for engineering design, environmental permitting, construction support and project management services pertaining to channel improvements to West Antioch Creek. The scope of these improvements included increasing the capacity of the channel between West Tenth Street and West 8th Street and desilting the creek from West 8th Street to approximately 200 feet north of a BNSF railroad trestle.

In 2019, the conveyance improvements between West 10<sup>th</sup> Street and West 8<sup>th</sup> Street were completed. This work consisted of replacing the undersized structural plate steel arch culverts under West 10<sup>th</sup> Street with four pre-cast reinforced concrete culverts measuring 14 feet wide, 7 feet high and 100 feet long. A concrete lined channel from West 10<sup>th</sup> Street to West 8<sup>th</sup> Street was replaced with an earthen channel and with fence installed along the perimeter. W&C developed preliminary plans for the desilting of the lower reach of the channel north of West 8<sup>th</sup> Street, however due to complications encountered during the permitting process and a lack of funding, these improvements were not constructed.

Staff has obtained a \$700,000 grant through the State of California Department of Water Resources Proposition 1 Integrated Regional Water Management Implementation Grant Program. These funds are designated to assist the City in removing accumulated soil and debris from the lower reach of West Antioch Creek.

On October 12, 2021, the City Council approved the sixth amendment to W&C's Agreement which provided permitting assistance and preparation of contract documents suitable for public bidding for the removal of silt and debris along the existing low-flow channel located between West 8<sup>th</sup> Street and 4<sup>th</sup> Street. The low-flow channel and surrounding this portion of the channel is classified as a water of the United States and has been designated as habitat for the red legged frog and Delta smelt, resulting in the need for the acquisition of construction permits from State and Federal regulatory agencies and mitigation and restoration of the area post-construction. The required permits include a 404 permit from the U.S. Army Corps of Engineers and a 401 permit from the Regional Water Quality Control Board. A California Environmental Quality Act ("CEQA") Initial Study and Mitigated Negative Declaration titled, "FINAL Initial Study and Mitigated Negative Declaration ("IS/MND") West Antioch Creek Channel Improvement Project and Responses to Comments" that included this work has been prepared and accepted in 2014 for the entire project. Existing biological reports including the Aquatic Resources Delineation, Biological Assessment, Biological Resources Assessment and Mitigation and Monitoring Plan have been updated to reflect current conditions.

Staff is recommending amending the seventh amendment to W&C's Agreement for Engineering Services During Construction, which includes the required environmental and monitoring services for the silt removal portion of the Project.

## **ATTACHMENTS**

### **A. Resolution**



**ATTACHMENT "A"**

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SEVENTH AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH WOODARD & CURRAN FOR THE WEST ANTIOCH CREEK  
SILT REMOVAL PROJECT  
P.W. 201-5A**

**WHEREAS**, on November 28, 2012, the City of Antioch and RMC Water and Environment ("RMC") entered into a consultant services agreement ("Agreement") for the West Antioch Creek Channel Improvements ("Project") in the amount of \$832,339;

**WHEREAS**, on December 16, 2014, City amended the Agreement to increase the compensation for RMC in the amount of \$205,085 for a total contract amount of \$1,037,424 for design, environmental compliance, project management and coordination services;

**WHEREAS**, on October 28, 2015, City amended the Agreement to increase the compensation for RMC in the amount of \$174,004 for a total contract amount of \$1,211,430 for additional environmental compliance, project design, right of way acquisition support, project management and grant coordination services;

**WHEREAS**, on June 14, 2016, City amended the Agreement to increase the compensation for RMC in the amount of \$118,948 for a total contract amount of \$1,330,378 for additional environmental compliance, project design, right of way acquisition support, project management and grant coordination services;

**WHEREAS**, on January 9, 2018, City amended the Agreement to increase the compensation for RMC, now known as Woodard & Curran, Inc. in the amount of \$150,607 for a total contract amount of \$1,480,985 for engineering services during the construction phase of the project, including submittal review, response to requests for information from the contractor related to the work being performed, providing design clarifications and preparation of conformed documents and record drawings;

**WHEREAS**, on June 26, 2018, City amended the Agreement to increase the compensation for Woodard & Curran, Inc. the amount of \$69,801 for a total contract amount of \$1,550,786 due to an abundance of informational requests demanded by the contractor, design modifications and site visits to ensure ongoing support to the City;

**WHEREAS**, on October 12, 2021, City amended the Agreement to increase the compensation for Woodard & Curran, Inc. the amount of \$122,222 for a total contract amount of \$1,673,008 to provide permitting assistance and preparation of contract documents suitable for public bidding for the removal of silt and debris along the existing low-flow channel located between West 8<sup>th</sup> Street and 4<sup>th</sup> Street; and

AI

**RESOLUTION NO. 2023/\*\***

September 12, 2023

Page 2

**WHEREAS**, the City has considered authorizing the Acting City Manager or designee to execute the seventh amendment to the consulting services agreement with Woodard & Curran for this Project in the amount of \$152,992 for a total contract amount of \$1,826,000 to include engineering services during construction, which includes the required environmental and monitoring services.

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

1. Approves a seventh amendment to the consulting services agreement with Woodard & Curran for the West Antioch Creek Silt Removal Project in the amount of \$152,992 for a total contract amount of \$1,826,000 in substantially the form attached as Exhibit "1"; and
2. Authorizes the Acting City Manager or designee to execute the seventh amendment 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 12<sup>th</sup> day of September 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

**EXHIBIT "1"**

**AMENDMENT NO. 7 TO AGREEMENT**  
**FOR THE WEST ANTIOCH CREEK FLOOD SILT REMOVAL PROJECT**  
**P.W. 201-5A**

**THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 12<sup>th</sup> day of September 2023, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and WOODARD & CURRAN, INC., their address is 2175 North California Blvd., Suite 315, Walnut Creek, CA 94596 ("Consultant").

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

**WHEREAS**, on November 28, 2012, RMC Water and Environment entered into an Agreement for Professional Consultant Services for the West Antioch Creek Channel Improvements ("Agreement") in the amount of \$832,339.00;

**WHEREAS**, on December 16, 2014, City amended the Agreement to increase the compensation for RMC Water and Environment for actual costs in the amount of \$205,085 bringing the total compensation to an amount not to exceed \$1,037,424;

**WHEREAS**, on October 28, 2015, City amended the Agreement to increase the compensation for RMC Water and Environment for actual costs in the amount of \$174,004 bringing the total compensation to an amount not to exceed \$1,211,430;

**WHEREAS**, on June 14, 2016, City amended the Agreement to increase the compensation for RMC Water and Environment for actual costs in the amount of \$118,948 bringing the total compensation to an amount not to exceed \$1,330,378;

**WHEREAS**, on January 9, 2018, City amended the Agreement to increase the compensation for RMC Water and Environment, now known as Woodard & Curran, Inc. for actual costs in the amount of \$150,607 bringing the total compensation to an amount not to exceed \$1,480,985;

**WHEREAS**, on June 26, 2018, City amended the Agreement to increase the compensation for Woodard & Curran, Inc. for actual costs in the amount of \$69,801 bringing the total compensation to an amount not to exceed \$1,550,786;

**WHEREAS**, on October 12, 2021, City amended the Agreement to increase the compensation for Woodard & Curran, Inc. for actual costs in the amount of \$122,222 bringing the total compensation to an amount not to exceed \$1,673,008 and extended the term of the agreement to June 30, 2024; and

**WHEREAS**, on September 12, 2023, the City Council approved the seventh amendment to the Agreement with Woodard & Curran, Inc. for engineering services during construction in the amount of \$152,992 for a total contract amount of \$1,826,000, and authorized the Acting City Manager to execute the seventh amendment.

A3

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, materials, 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, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5, Exhibit A to Amendment No. 6 and Exhibit A to Amendment No. 7 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 2 "COMPENSATION" the first sentence shall be amended to read as follows:**

"CITY hereby agrees to pay Consultant a sum not to exceed **\$1,826,000**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

WOODARD & CURRAN, INC.

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
David L. Richardson, Principal

ATTEST:

\_\_\_\_\_  
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

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

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## EXHIBIT "A"

Via Electronic Mail

August 4, 2023



Mr. Scott Buenting, P.E.  
City of Antioch  
200 H Street  
Antioch, CA 94509-1005

Re: West Antioch Creek Silt Removal Project – Engineering Services During Construction

Dear: Mr. Buenting

At your request, Woodard & Curran (W&C) is pleased to provide this scope and fee estimate to provide Engineering Services During Construction (ESDC) services for the West Antioch Silt Removal Project. W&C understands this work will be covered via an Amendment to the existing Design Consulting Services Agreement between W&C and the City of Antioch (City).

### PROJECT UNDERSTANDING

The City desires to alleviate flooding in the vicinity of West Antioch Creek. The entire project, which begins just south of West 10<sup>th</sup> Street and extends to the San Joaquin River, has previously been evaluated and a 25-year level of protection designed for the reach from just south of West 10<sup>th</sup> Street to south of the existing BNSF trestle, but due to budget constraints, the project was broken up into smaller projects, with the hope that incremental construction can occur as funds become available. A significant portion of the project, known as Reach A, which included installing a four-barrel culvert under West 10<sup>th</sup> Street at O Street, was completed in 2018. The City is now requesting that W&C prepare a bid package that would achieve some desilting along the existing low-flow channel located between 8<sup>th</sup> Street and 4<sup>th</sup> Street, which is a portion of Reach B.

The necessary permits have been acquired for the construction of this project.

A California Environmental Quality Act (CEQA) Initial Study and Mitigated Negative Declaration (IS/MND) titled, "FINAL Initial Study and Mitigated Negative Declaration West Antioch Creek Channel Improvement Project and Responses to Comments" has already been prepared and accepted in 2014 for the entire project. W&C plans to submit an addendum to that document to remain in compliance with CEQA regulations.

### PROJECT TEAM

The Project Team will include Mike Matson, Ryker Brown, and Chris Dorn from W&C. Nomad Ecology will contract with W&C and act as a subconsultant.

### SCOPE OF SERVICES

This scope is developed to provide the City with ESDC services for as little budget as possible due to the limited funds devoted to this project. The following tasks are described below:

Task 1 – ESDC and Environmental Surveying and Monitoring Services

W&C will not exceed the total contracted budget without additional budget authorization from the City.

A5





## **TASK 1 – ESDC and Environmental Surveying and Monitoring Services**

### ESDC Services (W&C):

W&C will attend construction meetings, either virtually or in person, and attend site visits as needed to facilitate the construction of the project. No number of meetings is assumed; W&C will execute as long as there is remaining budget.

W&C will answer Requests for Information (RFIs) as needed. No number of RFIs is assumed; W&C will execute as long as there is remaining budget.

W&C will respond to submittals as needed. No number of submittals is assumed; W&C will execute as long as there is remaining budget.

W&C will provide coordination and miscellaneous efforts as needed. No level of effort for coordination is assumed; W&C will execute as long as there is remaining budget.

Note that W&C's most necessary tasks will likely be answering RFIs and responding to submittals. Budget should be reserved appropriately. W&C will stop work when budget is completely depleted.

### Assumptions:

- W&C will follow its COVID, health and safety protocols for the site visit and expects City staff to follow City health and safety protocols.
- The project duration will be up to five months from August 2023 to December 2023.
- Record drawings are not included in this scope.
- W&C will keep the City apprised of the remaining budget and notify if an amendment is expected to be needed.
- No coordination with permitting agencies will be conducted by W&C.

### Environmental Surveying and Monitoring Services (NOMAD):

See Attachment 2 below.

## **SCHEDULE**

The Contractor must complete work in the creek by mid-October. It is assumed that storage, staging, testing, and off haul may extend until December.

## **BUDGET**

The Project Team proposes to assist the City for a not-to-exceed amount of \$152,992 as shown in Attachment 1 below.



## TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the existing contract, "Design Consulting Services Agreement Between the City of Antioch and RMC Water and Environment for Engineering Design, Environmental permitting, and Construction Support Services for the West Antioch Creek Channel Improvements – P.W. 201-6," and "West Antioch Creek Silt Removal Project – P.W. 201-5A". The contract has been amended six times previously, the last two of which named Woodard & Curran, Inc. as the contracted Entity. The Amendment for this Scope of Work will be the seventh amendment to the Contract and will extend the expiration date and add the scope and budget described herein.

Please contact me if you have any questions regarding this proposal.

Sincerely,

WOODARD & CURRAN, INC.

Ryker Brown, P.E.  
Project Manager  
Regional Leader | Principal

APPROVED:  
City of Antioch

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Scott Buenting, P.E.  
Project Manager



ATTACHMENT 1. FEE ESTIMATE



City of Antioch  
West Antioch Creek Silt Removal Project

Level of Effort and Fee Estimate 

| Tasks                                          |                    | Woodard & Curran Labor |                  |                |                |                     |                       | Subconsultant |                               |                       |                               | ODCs  |                | Total     |
|------------------------------------------------|--------------------|------------------------|------------------|----------------|----------------|---------------------|-----------------------|---------------|-------------------------------|-----------------------|-------------------------------|-------|----------------|-----------|
| Billing classification>><br>Billing Rate (1)>> | Mike Matson        | Ryker Brown            | Chris Dorn       | Staff Engineer | Project Admin. | Total W&C Hours (2) | Total W&C Labor Costs | Nomad Ecology | Total Nomad Ecology Costs (2) | Total MJA Labor Costs | Sub-consultant Total Cost (2) | ODCs  | Total ODCs (2) | Total Fee |
|                                                | PIC/Technical Lead | Project Manager        | Project Enginner | Staff Engineer | Admin. Support |                     |                       |               |                               |                       |                               |       |                |           |
|                                                | STL                | PM2                    | PE1              | Engineer 2     | PA             |                     |                       |               |                               |                       |                               |       |                |           |
| Task 1: ESDC Services                          | 324                | 315                    | 265              | 200            | 130            |                     |                       |               |                               |                       |                               |       |                |           |
| 1.1 ESDC Services                              | 4                  | 36                     | 44               | 24             | 6              | 114                 | \$29,876              | \$111,824     | \$123,006                     |                       |                               | \$100 | \$110          | \$152,992 |
| Subtotal Task 1:                               | 4                  | 36                     | 44               | 24             | 6              | 114                 | \$29,876              | \$111,824     | \$123,006                     | \$0                   | \$0                           | \$100 | \$110          | \$152,992 |
| TOTAL                                          | 4                  | 36                     | 44               | 24             | 6              | 114                 | \$29,876              | \$111,824     | \$123,006                     | \$0                   | \$0                           | \$100 | \$110          | \$152,992 |

1. The individual hourly rates include salary, overhead and profit based. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts. Rates shown are for 2023.
2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
3. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

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## ATTACHMENT 2. SCOPE FOR NOMAD ECOLOGY



July 5, 2023

Scott Buenting  
Project Manager  
City of Antioch Public Works Department  
200 'H' Street  
Antioch, CA 94509

**Proposal: Proposal to Conduct Preconstruction Surveys and Monitoring for the West Antioch Creek Desilting Project Phase 2, Contra Costa County, California**

Dear Mr. Buenting,

Thank you for the opportunity to present you with this proposal to continue to provide biological resources consulting services for the West Antioch Creek Desilting Project located in Antioch, California. This proposal presents the scope of services and cost estimate to conduct preconstruction surveys, environmental training, and monitoring during construction of the project in fulfillment of the draft Streambed Alteration Agreement (SAA) for the Project (EPIMS Notification No.CCA-32699-R3).

Assumptions:

- Project activities will initiate in August and work in the channel will occur until October 15 for a total of 11 weeks of construction. We have budgeted for 12 weeks of construction in case the project goes over by a week and receives approval from the agencies for an extension.
- Preconstruction surveys for special status rails and salt marsh harvest mouse will not be conducted due to the lack of salt marsh habitat within or adjacent to the site.
- Necessary preconstruction surveys are as follows: one nesting bird survey no more than five days prior to project commencement (SAA Measure 2.19), one western pond turtle survey within 48 hours of project initiation (SAA Measure 2.18), and a minimum of four burrowing owl surveys (SAA Measure 2.17.1). Preconstruction surveys will also occur daily before initiation of project activities and after any lapse in project activity of seven days or longer occurring during nesting bird season (February 15 to September 15).
- The SAA specifies special-status plant surveys within appropriate identification periods (SAA Measure 2.20). Because special-status plant species surveys have been conducted in the project area, no additional surveys will be conducted.
- Preconstruction surveys will take a total of 80 hours. If nesting birds are prevalent in the project area, a budget augmentation may be required. Preparation of the preconstruction survey letter report (as specified in SAA Measure 4.2) will take a total of 8 hours.
- Environmental training will be provided to new staff as needed. A total of 6 hours has been included for project kickoff. New staff will be trained concurrently with biological construction monitoring.

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- A Qualified Biologist will be onsite for the entirety of the project per SAA Measure 2.8, which is estimated to be 12 weeks of construction. Each monitoring day is expected to take 10 hours, including travel to and from the site.
- Weekly reporting as required by SAA Measure 4.5 will take a total of 24 hours over the duration of the project.
- A final construction report will be completed summarizing the work activities, preconstruction survey and biological monitoring results, and the project's compliance with the SAA measures to be submitted to CDFW to meet the biological construction surveys reporting requirement (Measure 4.1). Report preparation will take a total of 30 hours.
- A total of 20 hours has been budgeted for project management.

Nomad is prepared to commence work on this project upon receipt of a signed task order and authorization to proceed from the City.

## SCOPE OF WORK

### TASK 1. PRECONSTRUCTION SURVEYS

Nomad Ecology biologists will conduct preconstruction surveys of the site prior to construction as specified in Section 2 of the Draft SAA. This includes one nesting bird survey no more than five days prior to project commencement (SAA Measure 2.19), one western pond turtle preconstruction survey within 48 hours prior to commencement of the project (SAA Measure 2.18), a minimum of four burrowing owl surveys (SAA Measure 2.17.1) and baseline vegetation surveys (SAA Measure 3.2.1). Preconstruction surveys will be conducted concurrently when possible, as proposed in **Table 1** below.

**Table 1. Preconstruction Surveys**

| SURVEY TARGET                      | SURVEY TIMING                                   |
|------------------------------------|-------------------------------------------------|
| Burrowing owl                      | Between April 15 and July 15                    |
| Burrowing owl                      | Between April 15 and July 15                    |
| Burrowing owl                      | Between April 15 and July 15                    |
| Burrowing owl, nesting birds       | No more than 5 days prior to project initiation |
| Western pond turtle, burrowing owl | Within 24 hours of project initiation           |
| Baseline vegetation surveys        | Prior to project construction                   |

During the course of preconstruction surveys, environmentally sensitive areas (ESAs) including but not limited to wetlands, seasonal marsh, riparian areas, and active bird nests will be identified and demarcated according to SAA Measure 2.9. Any special-status species observations will be recorded and reported to CDFW according to SAA Measure 2.21. Additional preconstruction surveys will also be necessary after any lapse in project activity of seven days or longer occurring during nesting bird season (February 15 to September 15).



At least 14 days prior to initiation of project activities, a preconstruction survey letter report will be completed detailing current site conditions, all required preconstruction survey efforts that have or will be undertaken, the vegetation baseline narrative, a description of all species-protective activities conducted pursuant to the SAA's avoidance and minimization efforts, a summary of baseline vegetation, and representative pre-construction photographs (SAA Measure 4.2).

**Deliverable:** Preconstruction Report

**Timeline:** Preconstruction Report to be submitted 14 days prior to initiation of project activities

**Task 1 Cost:** \$11,354

## **TASK 2. WORKER ENVIRONMENTAL AWARENESS TRAINING**

Nomad will prepare an environmental training brochure handout and provide environmental awareness training in compliance with SAA Measure 2.7. The brochure and training will include: information about the distribution and habitat needs of special-status species that may be present, legal protections for those species, penalties for violations, and project-specific protective measures in the SAA. Interpretation for non-English speaking personnel will be provided. The training will be given to all workers prior to the start of the project and any time a new worker comes on the project site. A record of all employees who have received the training will be provided to the City of Antioch with the Project Completion Report.

**Deliverable:** Environmental training brochure

**Record of employees who received environmental training**

**Timeline:** Environmental training to be provided immediately prior to the start of construction  
Record of training will be provided with the post-construction report (Task 3)

**Task 2 Cost:** \$1,353

## **TASK 3. BIOLOGICAL MONITORING AND REPORTING**

A qualified biologist will be onsite for the entirety of the project per SAA Measure 2.8. The qualified biologist will be on site to conduct daily preconstruction surveys and to monitor during all project activities. Nomad will submit a weekly monitoring and compliance report to CDFW in fulfillment of SAA Measure 4.5.

Nomad will provide a final construction report to the City of Antioch to meet the reporting requirements in SAA Measure 4.6. The report will include the dates construction occurred, the success or failure of the project's compliance with the success criteria, compensatory and conservation measures fulfilled, summaries of relocations, copies of any CNDDDB submissions made during the course of the project, post-project photographs, and as-built designs of the completed work. The draft report will be provided to the City of Antioch within 1 month of the completion of the project.

**Deliverable:** Draft and final construction report

**Timeline:** Draft report will be provided within 30 days of the completion of the project

**Task 3 Cost:** \$76,305

## **TASK 4. POST CONSTRUCTION REVEGETATION OVERSIGHT, MONITORING, AND REPORTING**

Nomad will revise the project Mitigation and Monitoring Plan to meet requirements of the SAA Measure 3 - Compensatory Measures. Nomad will submit the revised MMP to CDFW for approval as detailed in SAA Measure 3.1. Nomad will provide input as needed during project revegetation implementation.

Nomad will monitor the remediated areas annually for five years. During each monitoring visit Nomad will visit each remediated area and record ground cover conditions, note invasive species, take photos, and monitor the site for any erosion issues. After each annual monitoring, Nomad will provide a summary of the results to the City in an email, and recommend any remedial actions (replacement planting, additional watering, invasive plant control, etc.) necessary to keep the site on track to meet the required success criteria in the SAA. Nomad will prepare an annual report in a memo format for submission to CDFW. The annual monitoring report will discuss the methods employed to install vegetation, relative plant cover of remediated areas, signs of erosion or scour, implemented or planned maintenance activities, detail invasive species control measures employed on site, present pertinent information concerning the success of achieving re-vegetation survivorship and monitoring goals as specified in the SAA, or an explanation of failure to meet such measures and adaptive management techniques, as detailed in SAA Measure 4.9. The City of Antioch will be responsible for submitting the report to CDFW.

**Deliverable: Revised Mitigation and Monitoring Plan**

**Annual Revegetation Monitoring Report provided annually for 5 years starting the year after construction is completed**

**Timeline: Revised Mitigation and Monitoring Plan will be submitted to CDFW at least 30 days prior to start of project construction**

**Draft Annual Revegetation Monitoring Report will be provided to the City of Antioch for review annually.**

**Task 4 Cost: \$22,812**

**Total: \$111,824**

Please contact me at (925) 228-1019 if you have any questions.

Sincerely,

Erin L. McDermott  
Partner  
Principal Vegetation & Restoration Specialist  
ISA Certified Arborist – WE7318A  
Certified Botanist – CB-0028  
Nomad Ecology, LLC

Enclosure(s): Cost Estimate



*Cost Estimate*

**West Antioch Creek Channel Improvements Project**

| <b>Task 1. Preconstruction Surveys</b>                                             |                           |         |       |                  |
|------------------------------------------------------------------------------------|---------------------------|---------|-------|------------------|
| Description                                                                        | Classification            | Rate    | Hours | Total            |
| Preconstruction Surveys                                                            | Senior Wildlife Biologist | \$120   | 40    | \$4,800          |
| Preconstruction Surveys                                                            | Wildlife Biologist        | \$110   | 40    | \$4,400          |
| Baseline Vegetation Surveys                                                        | Botanist                  | \$110   | 8     | \$880            |
| Preconstruction Survey Letter Report                                               | Senior Wildlife Biologist | \$120   | 8     | \$960            |
| <b>Subtotal:</b>                                                                   |                           |         |       | <b>\$11,040</b>  |
| <b>Other Direct Costs</b>                                                          |                           |         |       |                  |
| Vehicle Mileage                                                                    |                           | \$0.655 | 480   | \$314            |
| <b>Subtotal:</b>                                                                   |                           |         |       | <b>\$314</b>     |
| <b>Task 1 Total:</b>                                                               |                           |         |       | <b>\$11,354</b>  |
| <b>Task 2. Environmental Training</b>                                              |                           |         |       |                  |
| Description                                                                        | Classification            | Rate    | Hours | Total            |
| Brochure Preparation                                                               | Wildlife Biologist        | \$110   | 6     | \$660            |
| Environmental Training                                                             | Wildlife Biologist        | \$110   | 6     | \$660            |
| <b>Subtotal:</b>                                                                   |                           |         |       | <b>\$1,320</b>   |
| <b>Other Direct Costs</b>                                                          |                           |         |       |                  |
| Vehicle Mileage                                                                    |                           | \$0.655 | 50    | \$33             |
| <b>Subtotal:</b>                                                                   |                           |         |       | <b>\$33</b>      |
| <b>Task 2 Total:</b>                                                               |                           |         |       | <b>\$1,353</b>   |
| <b>Task 3. Biological Monitoring and Reporting</b>                                 |                           |         |       |                  |
| Description                                                                        | Classification            | Rate    | Hours | Total            |
| Daily Monitoring                                                                   | Wildlife Biologist        | \$110   | 600   | \$66,000         |
| Weekly Reporting                                                                   | Wildlife Biologist        | \$110   | 24    | \$2,640          |
| Final Construction Report                                                          | Wildlife Biologist        | \$110   | 30    | \$3,300          |
| Project Management                                                                 | Senior Wildlife Biologist | \$120   | 20    | \$2,400          |
| <b>Subtotal:</b>                                                                   |                           |         |       | <b>\$74,340</b>  |
| <b>Other Direct Costs</b>                                                          |                           |         |       |                  |
| Vehicle Mileage                                                                    |                           | \$0.655 | 3000  | \$1,965          |
| <b>Subtotal:</b>                                                                   |                           |         |       | <b>\$1,965</b>   |
| <b>Task 3 Total:</b>                                                               |                           |         |       | <b>\$76,305</b>  |
| <b>Task 4. Post Construction Revegetation Oversight, Monitoring, and Reporting</b> |                           |         |       |                  |
| Description                                                                        | Classification            | Rate    | Hours | Total            |
| Project Management and Coordination                                                | Vegetation Ecologist      | \$110   | 25    | \$2,750          |
| Annual Monitoring for 5 years                                                      | Vegetation Ecologist      | \$110   | 80    | \$8,800          |
| Annual Report (Years 1-5)                                                          | Vegetation Ecologist      | \$110   | 100   | \$11,000         |
| <b>Subtotal:</b>                                                                   |                           |         |       | <b>\$22,550</b>  |
| <b>Other Direct Costs</b>                                                          |                           |         |       |                  |
| Vehicle Mileage                                                                    |                           | \$0.655 | 400   | \$262            |
| <b>Subtotal:</b>                                                                   |                           |         |       | <b>\$262</b>     |
| <b>Task 4 Total:</b>                                                               |                           |         |       | <b>\$22,812</b>  |
| <b>Total:</b>                                                                      |                           |         |       | <b>\$111,824</b> |



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 12, 2023

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

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

**APPROVED BY:** Kwame Reed, Acting City Manager

**SUBJECT:** Resolution Approving the Updates to the Recreation Services Manager Class Specification and Assigning to Senior Management in the Management Bargaining Unit

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution approving the updates to the Recreation Services Manager class specification and assigning the Recreation Services Manager to Senior Management in the Management Bargaining Unit.

**FISCAL IMPACT**

Approving the updates to the class specifications do not have a financial impact.

**DISCUSSION**

Staff is recommending updating the Recreation Services Manager class specification. The update to this class specification will provide additional language to the Summary Description clarifying the difference between the Recreation Services Manager and the Parks and Recreation Director. Additionally, the language "Under possession of driver's license" was updated to "Possession of a valid California driver's license", which is consistent with the City's other class specifications.

The class specification will update and include the following language:

**SUMMARY DESCRIPTION**

Under supervision of the Parks and Recreation Director, plans, organizes, manages, supervises, and coordinates the overall operations and facilities related to Senior and community programs, aquatics, community centers, sports programs, special events, and recreation education, and to perform other duties. This position has overall operational responsibility for designated divisions within the Parks and Recreation Department and exercises direct supervision over full-time supervisory and lead staff, professional coordinators, and administrative support staff. This classification may serve as the Parks and Recreation Director in their absence.



This classification is distinguished from the Parks and Recreation Director in that the latter has broad City-wide responsibility for the Parks and Recreation Department.

### **EDUCATION AND EXPERIENCE GUIDELINES**

#### **Experience:**

Five years of full-time administrative experience in parks and recreation, facility management, or a closely related field, including two years in a supervisory role.

#### **License or Certificate:**

Possession of a valid California driver's license. For out-of-state candidates, we will accept an out-of-state driver's license at the time of application; however, a valid California driver's license must be obtained by the time of appointment.

Please refer to Attachment A – Exhibit 1 for the updated Recreation Services Manager Class Specification.

Currently, this classification is in the Mid./Prof. Management Bargaining Unit; however, staff is recommending assigning this class specification to Senior Management in the Management Bargaining Unit to be in alignment with other manager classifications.

### **ATTACHMENTS**

#### **A. Resolution**

Exhibit 1 to Resolution – Recreation Services Manager Class Specification

**RESOLUTION NO. 2023/\*\***

**RESOLUTION APPROVING THE UPDATES TO THE RECREATION SERVICES  
MANAGER CLASS SPECIFICATION AND ASSIGNING TO SENIOR MANAGEMENT  
IN THE MANAGEMENT BARGAINING UNIT**

**WHEREAS**, the City has an interest in updating the class specifications for classifications;

**WHEREAS**, the City Council has considered updated class specifications on a case-by-case basis as needed for recruitments and retention;

**WHEREAS**, the Management Bargaining Unit has reviewed and approved the updates to the Class Specification; and

**WHEREAS**, department management have reviewed and updated the descriptions to reflect current organizational structure and operational needs.

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

**Section 1.** The updates to the Recreation Services Manager class specification, which are attached hereto as "Exhibit 1", are hereby approved;

**Section 2.** The Recreation Services Manager Class Specification is hereby assigned to Senior Management in the Management Bargaining Unit with Tier 2 Administrative Leave; and

**Section 3.** There is no adjustment to the established salary ranges for the Recreation Services Manager Class Specification.

\* \* \* \* \*

**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 12<sup>th</sup> day of September 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## RECREATION SERVICES MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

### **SUMMARY DESCRIPTION**

Under supervision of the Parks and Recreation Director, plans, organizes, manages, supervises, and coordinates the overall operations and facilities related to Senior and community programs, aquatics, community centers, sports programs, special events, and recreation education; and to perform other duties as assigned. This position has overall operational responsibility for designated divisions within the Parks and Recreation Department and exercises direct supervision over full-time supervisory and lead staff, professional coordinators, and administrative support staff. This classification may serve as the Parks and Recreation Director in their absence. This classification is distinguished from the Parks and Recreation Director in that the latter has broad City-wide responsibility for the Parks and Recreation Department.

### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Manage and supervise recreation activities, facilities, and program personnel including line staff and supervisory personnel.
2. Coordinate and implement organized senior and recreation operations, community center operations, recreation classes, and sports programs by assessing program needs, ascertaining fees and coordinating schedules of staff and facilities.
3. Maintain and control facility use by coordination of activity and program schedules. Resolve conflicts and maximize use of facilities by meeting with citizen groups and organizations.
4. Resolve administrative concerns by applying appropriate policies and procedures. Establish customer service standards and ensure they are met.
5. Coordinate expenditures and revenues through preparation and monitoring of programs and facility budget.
6. Maintain a detailed records system by collecting, assembling and analyzing data, and preparing periodic reports.
7. Maintain recreation facilities and equipment through implementation and supervision of a formal facility/equipment maintenance system.
8. Develop competent and productive staff by planning, organizing, and implementing a consistent employee training program.

**CITY OF ANTIOCH**  
**RECREATION SERVICES MANAGER (CONTINUED)**

9. Prepare grant requests, monitor grant-funded programs and budgets, and prepare all necessary reporting documentation.
10. Prepare and administer Division budgets.
11. Recruit, select, supervise, train and evaluate staff and volunteers.
12. Develop contracts for implementing program objectives.
13. Maximize public awareness of the Senior and community programs, athletic programs, aquatics, community center, community parks and recreation education classes by planning and implementing a comprehensive marketing and promotional program.
14. Develop and implement strategies designed to enhance revenue generation.
15. Meet with public groups, clubs, organizations and agencies to explain and promote recreational activities and programs.
16. Represent the Division and/or City on community-wide task forces and committees; provide professional advice and input. Serve as Parks and Recreation Director in the Director's absence.
17. Establish and maintain effective work relationships with those contacted during the course of work.
18. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Basic operations, services and activities of recreation programs.
- Principles of supervision, training and performance evaluation.
- Principles and practices of recreation program development and implementation.
- Basic procedures, methods and techniques of budget preparation and control.
- Marketing theories, principles and practices and their application to recreation activities and facilities.
- Modern office equipment including computers.
- Basic principles of municipal budget preparation and control.
- Methods and techniques of special events planning and coordination.
- Principles and practices of coordinating, maintaining and scheduling facilities.
- Program content for specialized community activities.
- Techniques used in public relations and customer service practices.
- Rules and equipment used in recreation programs.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Basic principles and practices of fiscal, statistical, and administrative research and report preparation.

**CITY OF ANTIOCH  
RECREATION SERVICES MANAGER (CONTINUED)**

- Appropriate safety precautions and procedures within the area of assignment.
- Pertinent federal, state and local laws, codes and regulations.

**Ability to:**

- Coordinate and direct assigned recreation programs suited to the community.
- Develop and implement goals and objectives for providing recreation services.
- Elicit community and organizational support for recreation programs.
- Interpret and explain City policies and procedures.
- Allocate limited resources in a cost-effective manner.
- Plan, organize, coordinate, promote and direct the development of recreation programs, activities, and events.
- Recruit, select, train, and evaluate a variety of personnel and volunteers.
- Understand community needs in recreational areas and evaluate activities according to those needs.
- Respond to requests and inquiries from the general public.
- Prepare and administer assigned program budgets.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Maintain program related records, statistics, and documents.
- Prepare clear and concise schedules and reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines**

**Education/Training:**

A Bachelor's degree from an accredited college or university with major course work in Recreation administration, business or public administration, or a related field.

**Experience:**

Five years of full-time administrative experience in parks & recreation, facility management, or a closely related field, including two years in a supervisory role.

**License or Certificate:**

Possession of a valid California driver's license. For out-of-state candidates, we will accept an out-of-state driver's license at the time of application; however, a valid California driver's license must be obtained by the time of appointment.

Possession of valid CPR and First Aid certificates.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed in a standard office environment and at indoor and outdoor recreational facilities with travel to different locations; incumbents may be exposed to inclement weather conditions and may have some contact with chemical agents used in pool maintenance; work and/or walk on various types of surfaces including slippery or uneven surfaces; extensive public contact; incumbents may be required to work extended

**CITY OF ANTIOCH**  
**RECREATION SERVICES MANAGER (CONTINUED)**

hours including evenings and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.

FLSA: Exempt

Created: June 1997

Revised: September 2013, September 2023

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 12, 2023

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

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

**APPROVED BY:** Kwame Reed, Acting City Manager

**SUBJECT:** New Class Specification for Principal Planner, Assignment of a Salary Range, and Assignment of the Classification to the Management Bargaining Unit.

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution (1) approving a new class specification for Principal Planner, (2) assigning a salary range, (3) assigning the classification to the Management Bargaining Unit, and (4) authorizing the Acting City Manager or designee to make the necessary adjustments to the fiscal year 2024 and 2025 budget to fund the position, in the amount of \$22,953 and \$38,402 respectively(s).

### **FISCAL IMPACT**

The Principal Planner salary included in the adopted fiscal year 2023-25 Budget assumed a 10% higher salary than the existing Senior Planner position. Upon further review, a 14.7% increase above a Senior Planner salary is being recommended. This will result in a budget impact of \$22,953 for fiscal year 2023-24 and \$38,402 for fiscal year 2024-25 for two positions.

### **DISCUSSION**

The adopted 2023-25 General Fund Budget included the creation of two (2) Principal Planner positions instead of the Planning Manager and existing two (2) Senior Planner positions. The intention of creating a Principal Planner is to create a position between the Senior Planner and Planning Manager position in terms of experience and scope of responsibility, which will support retention, professional growth, and succession planning within the Planning Division.

Many cities of Antioch's size have a Principal Planner position. The Planning Division's two existing Principal Planner positions are currently funded at 10% higher than the Senior Planner positions (\$11,793 per month). For the development of this position, City staff examined the salary structure of local cities that utilize both a Senior Planner and

Principal Planner position, detailed on the table below. The comparator cities on this table are the same cities used in the Total Compensation Study implemented in 2022. Cities from the study not included on the table do not have a Principal Planner position. On average, these cities pay the Principal Planner 14.7% more than the Senior Planner. Based on this average, staff recommends a Step E salary of \$12,297.

|                           | Principal<br>Planner | Senior<br>Planner | Diff (\$)      | Diff (%)     |
|---------------------------|----------------------|-------------------|----------------|--------------|
| Brentwood                 | \$14,064             | \$12,757          | \$1,307        | 10.2%        |
| Walnut Creek              | \$13,871             | \$11,791          | \$2,080        | 17.6%        |
| Oakley                    | \$13,671             | \$12,500          | \$1,171        | 9.4%         |
| Benicia                   | \$12,666             | \$10,284          | \$2,382        | 23.2%        |
| Concord                   | \$12,487             | \$10,381          | \$2,106        | 20.3%        |
| Richmond                  | \$10,180             | \$9,453           | \$727          | 7.7%         |
| <b>AVERAGE</b>            | <b>\$12,823</b>      | <b>\$11,194</b>   | <b>\$1,629</b> | <b>14.7%</b> |
| <b>Antioch (proposed)</b> | <b>\$12,297</b>      | <b>\$10,721</b>   | <b>\$1,576</b> | <b>14.7%</b> |

The proposed salary steps for the Principal Planner position are as follows:

|         |          |
|---------|----------|
| Step A: | \$10,116 |
| Step B: | \$10,622 |
| Step C: | \$11,153 |
| Step D: | \$11,711 |
| Step E: | \$12,297 |

#### **ATTACHMENTS**

- A. Resolution (1) approving a new class specification for Principal Planner, (2) assigning a salary range, (3) assigning the classification to the Management Bargaining Unit, and (4) authorizing the Acting City Manager or designee to make the necessary adjustments to the fiscal year 2024 and 2025 budget to fund the position, in the amount of \$22,953 and \$38,402 respectively(s).

Exhibit 1 to Resolution - Principal Planner Class Specification



RESOLUTION NO. 2023/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A NEW CLASS SPECIFICATION FOR PRINCIPAL PLANNER, ASSIGNING A SALARY RANGE, ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT BARGAINING UNIT, FUNDING THE POSITION BEGINNING IN FISCAL YEAR 2024 AND AUTHORIZING THE ACTING CITY MANAGER TO MAKE THE NECESSARY FISCAL YEAR 2024 AND 2025 GENERAL FUND BUDGET ADJUSTMENTS**

**WHEREAS**, staff has determined that a new classification of Principal Planner is needed to promote retention and professional growth within the Planning Division of the Community Development Department;

**WHEREAS**, the City has an interest in the effective and efficient management of the classification plan; and

**WHEREAS**, the Management Bargaining Unit has reviewed and approved the class specification.

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

**Section 1.** The class specification for the classification of Principal Planner, attached hereto as "Exhibit 1" is approved and added to the City of Antioch Employees' Classification System;

**Section 2.** The Principal Planner classification shall be assigned a monthly salary range of (Step A – Step E) \$10,116 - \$12,297;

**Section 3.** The Principal Planner classification shall be assigned to the Management Bargaining Unit;

**Section 4.** The Principal Planner will be an exempt classification and will be classified for the purpose of the Management Unit Benefit Document as Mid/ Professional Management and under Tier 2 for the purposes of Administrative Leave;

**Section 5.** The Acting City Manager or designee is authorized to make the necessary fiscal year 2024 and 2025 General Fund budget adjustments to fund the position(s), in the amount of \$22,953 and \$38,402, respectively.

.....

**RESOLUTION NO. 2023/xxx**

September 12, 2023

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 12<sup>th</sup> day of September 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## PRINCIPAL PLANNER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### **SUMMARY DESCRIPTION**

Under administrative direction, performs complex professional level work in the fields of current and advanced planning, and economic development; processes complex plans, applications and proposals relating to the City's growth and development; plans, directs, organizes, and reviews the day-to-day operations and activities of a division within the department; and represents the division and department in the absence of the Community Development Director and the Planning Manager.

### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Perform complex and multi-dimensional professional planning work involving current and advanced planning, and economic development projects.
2. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures.
3. Serves as the liaison for the Planning Division with other divisions, departments, and outside agencies; meets with developers, engineers, architects, and other project proponents to explain City policies, design issues, and City standards relating to new project development; negotiates and resolves sensitive and controversial issues.
4. Serve as project manager for complex City-initiated development projects; perform technical review for major and complex projects and applications and make recommendations.
5. Assign and review planning work of subordinates and review work of consultants to assure overall quality of professional planning.
6. Evaluate, analyze, accept, review, organize, schedule and process complex site and architectural plans, permit applications, and site approvals; determine conformance with laws, regulations, and policies; recommend approval or identify problems and evaluate alternatives. Perform plan checks to ensure conformance with conditions of approval.
7. Develops, maintains, updates, implements and interprets the City's General Plan, Zoning Ordinance, State Subdivision Map Act, area plans, environmental impact reports, capital improvement plans, and related City codes, ordinances, and policies affecting and/or related to planning and land use issues.
8. Research and prepare complex reports on a wide range of planning issues, including staff reports, zoning verification letters, and CEQA documents; prepare environmental determinations.

**CITY OF ANTIOCH  
PRINCIPAL PLANNER**

9. Maintain budget control on projects and division activities, including overseeing and participating in the development and administration of the division's annual budget.
10. May conduct site inspections to investigate a new or approved project for compliance with conditions of approval.
11. Prepare or supervise preparation of GIS maps, charts, diagrams and other documents for reports and public hearing notices.
12. Analyze statistical data, such as long-range transportation, population characteristics, growth trends and other data.
13. Monitor and keep informed of current trends in the field of urban planning and community development, including legislation, court rulings, and professional practices and techniques; evaluates their impact and recommends policy and procedural modifications accordingly. .
14. Coordinate the preparation of environmental impact reports; recommend determinations of the environmental impact of projects; review environmental documents of other agencies.
15. Supervise, train and evaluate staff as assigned.
16. Administer contracts with consultants involved in major projects or studies; prepare, distribute, and review RFPs.
17. Serve as the staff liaison to the Planning Commission. Attend and make presentations at City Council, Planning Commission, and community group meetings.
18. Renders professional advice and decisions regarding short and long- term program goals, personnel assignments, work priorities, and resource needs; ensures that objectives are accomplished within authorized budget allocations.
19. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Advanced principles and practices of urban planning, economic development, and zoning administration.
- Principles of lead supervision and training.
- Principles and practices of municipal budget preparation and administration.
- Environmental review procedures.
- Statistical and research methods applied to the collection and analysis of data pertinent to planning.
- Principles of mathematics and statistics.
- Principles and techniques of project management.
- Principles and techniques of research and analysis.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local codes, laws, and regulations.

**Ability to:**

- Perform varied and responsible assignments with considerable independence,

**CITY OF ANTIOCH  
PRINCIPAL PLANNER**

initiative, and judgment to effectively supervise, coordinate and review the work of various Planning Levels.

- Assume responsibility for planning activities on multiple complex projects.
- Lead, organize, and review the work of staff.
- Prepare long-range planning studies.
- Engage in complex professional planning design work.
- Interpret, explain, and enforce department policies and procedures.
- Prepare reports, proposals and written materials of an analytical, budgetary, financial, technical and evaluative nature.
- Respond to requests and inquiries from the general public. Interpret planning and zoning programs to the general public.
- Explain City policies, practices and objectives to diverse public and private agencies, organizations, and individuals.
- Read and interpret maps, plans, sketches, schematics, diagrams, and blueprints.
- Collect, analyze and compile technical, statistical and related information pertaining to planning, zoning, environmental research and CDBG programs.
- Construct maps, charts and other visual aids using GIS; prepare written reports; follow written and oral instructions.
- Make sound analysis, evaluations and recommendations on matters relating to City planning or downtown development and economic development.
- Interpret and apply applicable federal, state, and local laws, codes, and regulations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Meet critical deadlines while working with frequent interruptions.
- Plan and organize work to meet changing priorities and deadlines.
- Manage a wide variety of planning/economic development related projects.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines**

**Education/Training:**

A Bachelor's degree from an accredited college or university with major course work in urban planning, regional planning, or a related field.

**Experience:**

Five years of increasingly responsible professional current and/or advance planning experience, including two years of experience comparable to that of a Senior Planner with the City of Antioch.

**License or Certificate:**

Possession of a valid California driver's license. For out-of-state candidates, we will accept an out-of-state driver's license at the time of application; however, a valid California driver's license must be obtained by the time of appointment.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting with occasional exposure to an outdoor field setting and travel from site to site; incumbents may be required to work extended hours including evenings and weekends.

**CITY OF ANTIOCH  
PRINCIPAL PLANNER**

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office and outdoor field setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

Created: September 2023

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 12, 2023

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

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

**APPROVED BY:** Kwame Reed, Acting City Manager

**SUBJECT:** Amendment to the Fiscal Year 2024 and 2025 Budget to Fund One (1) Senior Planner, One (1) Principal Planner, and One (1) Planning Manager in Lieu of Two (2) Principal Planners

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Amending the Community Development Planning Division personnel budget in the amount of \$293,157 for fiscal year 2023-24 and \$308,925 for fiscal year 2024-25 to fund one (1) Senior Planner, (1) Principal Planner, and one (1) Planning Manager, instead of two (2) Principal Planners and
2. Authorizing the City Manager or designee to make the necessary fiscal year 2024 and 2025 budget adjustments.

**FISCAL IMPACT**

Funding the Planning Manager position will result in an increase in expenditures in the amount of \$300,107 for fiscal year 2023-24 and \$315,772 for fiscal year 2024-25. The reduction of one Principal Planner to Senior Planner will result in a budget savings in the amount of \$6,950 for fiscal year 2023-24 and \$6,847 for fiscal year 2024-25.

The net fiscal impact from this action will be an increase in salaries and benefits in the Community Development Planning Division personnel budget in the amount of \$293,157 for fiscal year 2023-24 and \$308,925 for fiscal year 2024-25.

**DISCUSSION**

The adopted 2023-25 General Fund Budget included the creation of two (2) Principal Planner positions instead of the Planning Manager and two (2) Senior Planner positions. The intention of creating a Principal Planner is to create a position between the Senior Planner and Planning Manager position in terms of experience and scope of

responsibility, which will support retention, professional growth, and succession planning within the Planning Division.

Although many cities of Antioch's size have a Principal Planner position, the elimination of Planning Manager and Senior Planner positions has left gaps in the reporting structure that make succession planning challenging. The elimination of the Planning Manager position also creates ambiguity in the reporting structure of the Planning Division. Staff anticipates that the workload of the Planning Division will increase in the near future due to new developments within the City and the need to develop a new General Plan, so staff recommends restoring the previous staffing levels.

The recommended action would change the current structure of the Planning Division as illustrated below:

| <b>Previous (Ending June 2023)</b> | <b>Existing (Adopted FY 2024)</b> | <b>Proposed</b>          |
|------------------------------------|-----------------------------------|--------------------------|
| CD Technician: 1 FTE               | CD Technician: 1 FTE              | CD Technician: 1 FTE     |
| Associate Planner: 1 FTE           | Associate Planner: 1 FTE          | Associate Planner: 1 FTE |
| Senior Planner: 2 FTE              | (no Senior Planner)               | Senior Planner: 1 FTE    |
| (Principal Planner not created)    | Principal Planner: 2 FTE          | Principal Planner: 1 FTE |
| Planning Manager: 1 FTE            | (no Planning Manager)             | Planning Manager: 1 FTE  |
| <b>TOTAL: 5 FTE</b>                | <b>TOTAL: 4 FTE</b>               | <b>TOTAL: 5 FTE</b>      |

The proposal restores the Planning Manager position and the fiscal year 2022-23 Planning Division staffing levels. It also creates a continuous line of promotion within the Planning Division that supports retention, professional growth, and succession planning.

## **ATTACHMENTS**

- A. Resolution amending the Community Development Planning Division personnel budget in the amount of \$293,157 for fiscal year 2023-24 and \$308,925 for fiscal year 2024-25 to fund one (1) Senior Planner, (1) Principal Planner, and one (1) Planning Manager, instead of two (2) Principal Planners and authorizing the City Manager or Designee to make the necessary fiscal year 2024 and 2025 budget adjustments.



**RESOLUTION NO. 2023/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING THE FISCAL YEAR 2024 AND 2025 GENERAL FUND BUDGET TO FUND ONE (1) SENIOR PLANNER, ONE (1) PRINCIPAL PLANNER, AND ONE (1) PLANNING MANAGER, INSTEAD OF TWO (2) PRINCIPAL PLANNERS AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE THE NECESSARY FISCAL YEAR 2024 AND 2025 BUDGET ADJUSTMENTS**

**WHEREAS**, the fiscal year 2024 and 2025 General Fund budget included two (2) Principal Planners instead of two (2) Senior Planners and one (1) Planning Manager;

**WHEREAS**, staff has determined that the Planning Division would benefit from continuing to have a Planning Manager in order to effectively lead the Division;

**WHEREAS**, staff have further determined the Planning Division will be most be efficiently staffed by one (1) Senior Planner and one (1) Principal Planner in order to promote retention and professional growth within the Planning Division; and

**WHEREAS**, the proposed restructuring of the Planning Division will allow for improved succession planning.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch hereby amends the fiscal year 2024 and 2025 General Fund budget in the amount of \$293,157 for fiscal year 2023-24 and \$308,925 for fiscal year 2024-25 to fund one (1) Senior Planner, one (1) Principal Planner, and one (1) Planning Manager, instead of two (2) Principal Planners and authorizes the City Manager or designee to make the necessary fiscal year 2024 and 2025 budget adjustments.

.....  
**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 12<sup>th</sup> day of September 2023, 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 September 12, 2023

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

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

**SUBJECT:** Resolution Approving the Fifth Amendment to the Employment Agreement with Thomas Lloyd Smith for City Attorney Services and Authorizing the Mayor to Sign the Amendment

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the Fifth Amendment to the Employment Agreement with Thomas Lloyd Smith for City Attorney Services, authorizing the Mayor to sign the Amendment and authorizing the Finance Director to make the necessary fiscal year 2025 budget adjustment.

**FISCAL IMPACT**

On February 5, 2019, City Council approved an employment agreement and amendment with Thomas Lloyd Smith ("Thomas Smith" or "Smith") for City Attorney services. The Second Amendment to this employment agreement was adopted by City Council (Resolution No. 2020/25) and increased the annual salary by 5% beginning March 1, 2020. The Third Amendment to this employment agreement was adopted by City Council (Resolution No. 2021/68) and reflected approval of a Step increase from Step D to Step E, an increase of 5% beginning March 1, 2021. The Fourth Amendment to the employment agreement was adopted by City Council (Resolution No. 2022/72) and reflected to approve a six-year contract and a one-year severance (if released without cause). The Fifth Amendment will reflect direction provided to the Human Resources Director on August 25, 2023, in closed session following the evaluation of Thomas Lloyd Smith's performance to increase the annual salary by 6% beginning March 1, 2023. The fiscal year 2024 General Fund fiscal impact is \$7,438 expected to be covered by the vacancy in the Assistant City Attorney positions. The fiscal year 2025 General Fund fiscal impact is \$7,758 which will require a budget adjustment.

**DISCUSSION**

On February 5, 2019, the City Council approved an employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement. On February 11, 2020, the City Council approved a second amendment to the employment agreement with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement. On April 13, 2021, the City

Council approved a third amendment to the employment agreement with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the amendment. On April 26, 2022, the City Council approved a fourth amendment to the employment agreement with Thomas Lloyd Smith for City Attorney Services and authorized the Mayor to sign the agreement. The Fourth Amendment reflected approval of a six-year contract extension and a one-year severance (if released without cause).

City Attorney Smith received "Exceeds Expectations" during his performance review, and it is recommended the Fifth Amendment reflect an increase to his annual salary by 6%, resulting in a salary of Two Hundred Fifty-Nine Thousand, One Hundred and Forty-Five dollars (\$259,145), and continue to receive benefits offered under the Management Employees Benefit Document.

Please refer to Exhibit A to the Resolution for all amendments to the City Attorney contract. All of the remaining terms and provisions of the agreement and amendment dated February 5, 2019 shall remain in effect.

This Staff Report is intended to facilitate the City's compliance with SB 1436 (2016), which requires a public report of a summary of recommendation regarding any change in the benefits or salary of local agency executives.

## **ATTACHMENTS**

### **A. Resolution**

Exhibit A to Resolution – Fifth Amendment to Employment Agreement and Amendment dated February 5, 2019 with Thomas Lloyd Smith for City Attorney Services.

### **B. Resolution No. 2022/72 Fourth Amendment to Employment Agreement and Amendment with Thomas Lloyd Smith for City Attorney Services.**

### **C. Resolution No. 2021/68 Third Amendment to Employment Agreement and Amendment with Thomas Smith for City Attorney Services.**

### **D. Resolution No. 2020/25 Second Amendment to Employment Agreement and Amendment with Thomas Smith for City Attorney Services.**

### **E. February 5, 2019 Agreement and Amendment with Thomas Smith for City Attorney Services.**

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIFTH AMENDMENT TO THE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF ANTIOCH AND THOMAS LLOYD SMITH FOR  
CITY ATTORNEY SERVICES AND AUTHORIZING THE NECESSARY FISCAL YEAR  
2025 BUDGET ADJUSTMENT**

**WHEREAS**, on February 5, 2019, the City Council approved an employment agreement and amendment with Thomas Lloyd Smith (“Thomas Smith” or “Smith”) for City Attorney services and authorized the Mayor to sign the agreement;

**WHEREAS**, on February 11, 2020, the City Council approved a second amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement;

**WHEREAS**, on April 13, 2021, the City Council approved a third amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement;

**WHEREAS**, on April 26, 2022, the City Council approved a fourth amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement;

**WHEREAS**, the City Council desires to approve a fifth amendment to the February 5, 2019 employment agreement and amendments with Thomas Lloyd Smith for City Attorney services (the “Fifth Amendment”);

**WHEREAS**, the Fifth Amendment reflects direction provided to the Human Resources Director on August 25, 2023, in closed session following the evaluation of Thomas Lloyd Smith’s performance; and

**WHEREAS**, a budget adjustment will be required for fiscal year 2025 to implement the salary provisions of the agreement.

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

**Section 1:** The Fifth Amendment to the Employment Agreement between the City of Antioch and Thomas Lloyd Smith for City Attorney services attached to this Resolution as “Exhibit A” is hereby approved,

**Section 2:** The Mayor is authorized to execute this Agreement, and

**Section 3:** The Acting City Manager or designee is authorized to make the necessary fiscal year 2025 budget adjustment.

**RESOLUTION NO. 2023/\*\***

September 12, 2023

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 12<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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

**FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF  
ANTIOCH AND THOMAS LLOYD SMITH**

The City of Antioch ("City") and Thomas Lloyd Smith ("Thomas Smith" or "Smith") previously entered into that certain Employment Agreement and Amendment dated February 5, 2019, whereby Smith was employed as the City Attorney of the City. The Second Amendment effective March 1, 2020, Third Amendment effective March 1, 2021, Fourth Amendment effective March 1, 2022 (collectively "Agreements"). In this Fifth Amendment, the parties hereby agree to modify and amend the Agreements as follows:

1. **Section 8.A. – Compensation. Salary.** The first paragraph of Section 8.A. shall be replaced and shall read as follows:  
A. Salary. The City agrees to pay Smith for the performance of his duties and functions an annual salary as follows: Two Hundred Fifty-Nine Thousand, One Hundred and Forty-Five dollars (\$259,145). The City Attorney's salary will also be tied to the current Management Employees Benefit Document Item 1. Compensation, Section.
2. Except as modified herein all of the remaining terms and provisions of the Agreement and Amendment dated February 5, 2019 shall remain in effect. If any conflicts exist between the Agreement and Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, the Fifth Amendment shall govern.

**CITY OF ANTIOCH**

By: \_\_\_\_\_ Date: \_\_\_\_\_.  
**Lamar Thorpe, Mayor of the City of Antioch**

**Attest:**

\_\_\_\_\_ Date: \_\_\_\_\_.  
**Elizabeth Householder, City Clerk of the City of Antioch**

By: \_\_\_\_\_ Date: \_\_\_\_\_.  
**Thomas Lloyd Smith**

**RESOLUTION NO. 2022/72**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF ANTIOCH AND THOMAS LLOYD SMITH FOR  
CITY ATTORNEY SERVICES**

**WHEREAS**, on February 5, 2019, the City Council approved an employment agreement and amendment with Thomas Lloyd Smith ("Thomas Smith" or "Smith") for City Attorney services and authorized the Mayor to sign the agreement;

**WHEREAS**, on February 11, 2020, the City Council approved a second amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement;

**WHEREAS**, on April 13, 2021, the City Council approved a third amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement;

**WHEREAS**, the City Council desires to approve a fourth amendment to the February 5, 2019 employment agreement and amendments with Thomas Lloyd Smith for City Attorney services (the "Fourth Amendment"); and

**WHEREAS**, the Fourth Amendment reflects direction provided to the Administrative Services Director on April 12, 2022 in closed session following the evaluation of Thomas Lloyd Smith's performance.

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

**Section 1:** The Fourth Amendment to the Employment Agreement between the City of Antioch and Thomas Lloyd Smith for City Attorney services attached to this Resolution as "Exhibit A" is hereby approved, and

**Section 2:** The Mayor is authorized to execute this Agreement.

\* \* \* \* \*

**RESOLUTION NO. 2022/72**

April 26, 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 26th day of April, 2022, by the following vote:

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

  
ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH



**FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF  
ANTIOCH AND THOMAS LLOYD SMITH**

The City of Antioch ("City") and Thomas Lloyd Smith ("Thomas Smith" or "Smith") previously entered into that certain Employment Agreement and Amendment dated February 5, 2019, whereby Smith was employed as the City Attorney of the City and the Second Amendment and Third Amendment to the Employment Agreement and Amendment, which became effective on March 1, 2020 and March 1, 2021 (collectively "Agreements"). In this Fourth Amendment, the parties hereby agree to modify and amend the Agreements as follows:

1. **Section 2 – Term.** Section 2 shall be replaced and shall read as follows:  
This Agreement shall start on March 1, 2019 and shall continue until February 28, 2028 or until terminated pursuant to this Agreement.

2. **Section 6.B. – Termination by City. Termination Without Good Cause.**

Section 6.B. shall be replaced and shall read s follows:

B. Termination Without Good Cause. If the City elects to terminate this Agreement and Smith's employment without good cause as defined in this Agreement, it shall not be required to provide any reasons for that decision to Smith or anyone else. A Notice of Termination Without Cause shall be provided in writing.

The City will pay Smith for all earned pay and accrued, unused vacation leave up to but not including the effective date of termination, less legally required withholdings. Additionally, the City will pay Smith his monthly salary and health benefits amounts (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 a salary equal to or more of his then current City Attorney salary.

3. **Section 8.A. – Compensation. Salary.** The first paragraph of Section 8.A. shall be replaced and shall read as follows:

A. Salary. The City agrees to pay Smith for the performance of his duties and functions an annual salary as follows: Two Hundred and Thirty Thousand Four Hundred and Seventy-Two dollars (\$230,472). The City Council shall determine annually whether Smith shall be granted a cost-of-living adjustment (COLA) provided other Executive Management employees and whether Smith shall be granted any additional salary increase. The City Attorney's salary will also be tied to the current Management Employees Benefit Document Item 1. Compensation, Section.

4. Except as modified herein all of the remaining terms and provisions of the Agreement and Amendment dated February 5, 2019 shall remain in effect. If any conflicts exist between the Agreement and Amendment, Second Amendment, Third Amendment and this Fourth Amendment, the Fourth Amendment shall govern.

**CITY OF ANTIOCH**

By: \_\_\_\_\_ Date: \_\_\_\_\_.  
Lamar Thorpe, Mayor of the City of Antioch

**Attest:**

\_\_\_\_\_ Date: \_\_\_\_\_.  
Elizabeth Householder, City Clerk of the City of Antioch

By: \_\_\_\_\_ Date: \_\_\_\_\_.  
Thomas Lloyd Smith

**RESOLUTION NO. 2021/68**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF ANTIOCH AND THOMAS LLOYD SMITH FOR  
CITY ATTORNEY SERVICES**

**WHEREAS**, on February 5, 2019, the City Council approved an employment agreement and amendment with Thomas Lloyd Smith ("Thomas Smith" or "Smith") for City Attorney services and authorized the Mayor to sign the agreement;

**WHEREAS**, on February 11, 2020, the City Council approved a second amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement;

**WHEREAS**, the City Council desires to approve a Third Amendment to the February 5, 2019 employment agreement and amendments with Thomas Lloyd Smith for City Attorney services;

**WHEREAS**, the Third Amendment reflects direction provided to the Administrative Services Director on March 9, 2021 in closed session following the evaluation of Thomas Lloyd Smith's performance.

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

**Section 1:** The Third Amendment to the Employment Agreement between the City of Antioch and Thomas Lloyd Smith for City Attorney services attached to this Resolution as "Exhibit A" is hereby approved and the Mayor is authorized to execute this Agreement.

\* \* \* \* \*

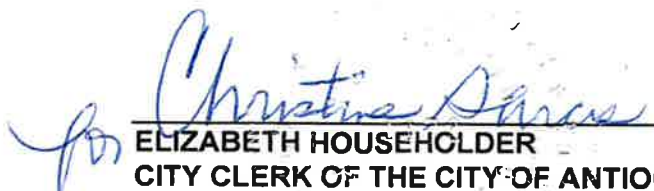
**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of April, 2021, by the following vote:

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

  
ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF  
ANTIOCH AND THOMAS LLOYD SMITH**

The City of Antioch ("City") and Thomas Lloyd Smith ("Thomas Smith" or "Smith") previously entered into that certain Employment Agreement and Amendment dated February 5, 2019, whereby Smith was employed as the City Attorney of the City and the Second Amendment to the Employment Agreement and Amendment, which became effective on March 1, 2020 (collectively "agreements"). In this Third Amendment, the parties hereby agree to modify and amend the Agreements as follows:

**1. Section 8 – Compensation**

**A. Salary.** Shall be replaced with:

Effective March 1, 2021 the City agrees to pay Thomas Lloyd Smith for the performance of his duties and functions an annual salary as follows: Two Hundred and Twenty-One Thousand Four Hundred and Thirty-Six Dollars (\$221,436). The City Attorney's salary will also be tied to the Management Employees Benefit Document dated October 1, 2016 through September 30, 2021 Item 1. Compensation, Section.

Salary will be paid in installments at the same time that other employees of the City are paid. Smith shall not be entitled to receive payment or credit for, and the City shall not pay or credit Smith for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Smith acknowledges that the position of City Attorney is exempt from the provisions of the Fair Labor Standards Act ("FLSA").

2. Except as modified herein all of the remaining terms and provisions of the Agreement and Amendment dated February 5, 2019 shall remain in effect. If any conflicts exist between the Agreement and Amendment, Second Amendment and this Third Amendment, the Third Amendment shall govern.

CITY OF ANTIOCH

By:  Date: 6/21/21  
Lamar Thorpe, Mayor of the City of Antioch

Attest:

 Date: \_\_\_\_\_.  
Elizabeth Householder, City Clerk of the City of Antioch

By:  Date: \_\_\_\_\_.  
Thomas Lloyd Smith

**RESOLUTION NO. 2020/25**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF ANTIOCH AND THOMAS SMITH FOR  
CITY ATTORNEY SERVICES**

**WHEREAS**, on February 5, 2019, the City Council approved an employment agreement and amendment with Thomas Smith. for City Attorney services and authorized the Mayor to sign the agreement; and

**WHEREAS**, the City Council desires to approve a Second Amendment to the February 5, 2019 employment agreement and amendment with Thomas Smith for City Attorney services; and

**WHEREAS**, the Second Amendment reflects direction provided to the Administrative Services Director on January 28, 2020 in closed session following the evaluation of Thomas Smiths performance.

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

**Section 1:** The Second Amendment to the Employment Agreement between the City of Antioch and Thomas Smith for City Attorney services attached to this Resolution as "Exhibit A" is hereby approved and the Mayor is authorized to execute this Agreement.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11<sup>th</sup> day of February 2020, by the following vote:

**AYES:** Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright

**NOES:** None

**ABSENT:** None

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

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF  
ANTIOCH AND THOMAS SMITH**

The City of Antioch ("City") and Thomas Smith ("Smith") have previously enter into that certain Employment Agreement and Amendment dated February 5, 2019 ("Agreement"), whereby Smith was employed as the City Attorney of the City. The parties agree to modify and amend the Agreement as follows:

**1. Section 8 – Compensation**

**A. Salary.** Shall be replaced with:

Effective March 1, 2020 the City agrees to pay Smith for the performance of his duties and functions an annual salary as follows: Two Hundred and Four Thousand Seven Hundred and Fifty Dollars (\$204,750). The City Attorney's salary will also be tied to the Management Employees Benefit Document dated October 1, 2016 through September 30, 2021 Item 1. Compensation, Section A. Salaries for cost of living and equity adjustments which states:

Effective the first full pay period after October 1, 2020 an increase of 3.00%.

Salary will be paid in installments at the same time that other employees of the City are paid. Smith shall not be entitled to receive payment or credit for, and the City shall not pay or credit smith for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Smith acknowledges that the position of City Attorney is exempt from the provisions of the Fair Labor Standards Act (FLSA).

2. Except as modified herein all of the remaining terms and provisions of the Agreement and Amendment dated February 5, 2020 shall remain in effect. If any conflicts exist between the Agreement and Amendment and this Second Amendment, the Second Amendment shall govern.

City of Antioch

By:   
Sean Wright, Mayor

Date: 3/10/20

Attest:

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

Date: 3/13/2020

By:   
Thomas Smith

Date: 3/10/2020

**CITY OF ANTIOCH  
AGREEMENT WITH THOMAS SMITH FOR  
CITY ATTORNEY SERVICES**

This Agreement ("Agreement"), dated for reference purposes only the 5<sup>th</sup> day of February, 2019, is made and entered into at Antioch, California by and between the City of Antioch, California ("City") and Thomas Smith ("Smith"). This Agreement (the "Agreement") shall be effective on the date the Agreement is signed by Smith and the City ("Effective Date").

**RECITALS**

**WHEREAS**, the City requires the services of a person with proven qualifications to fill the position of City Attorney; and

**WHEREAS**, the City, acting by and through its City Council, desires to employ the services of Smith as City Attorney and to appropriately compensate him for such services; and

**WHEREAS**, Smith desires to be employed by the City as City Attorney 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 Smith to the position of City Attorney for the City of Antioch, California, upon the commencement of the Term defined below. Smith accepts employment as City Attorney and agrees to serve as such. Smith 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 Smith at any time, subject only to the provisions in this Agreement.

**Section 2 – Term.** This Agreement shall start no sooner than March 1, 2019 and shall continue for a period of three years from Smith's first date of employment or until terminated pursuant to this Agreement.

**Section 3 – Duties.** Smith's employment shall be full time. As City Attorney, Smith shall perform the duties and functions of the City Attorney identified in State law, the Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder and other duties and functions as the City Council may assign. Smith agrees: (1) to perform all duties and functions in a professional and ethical manner to the best of his skill and ability and (2) to use his best efforts to promote and advance the interests and the City Council's goals and objectives.



Smith understands and agrees that the position of City Attorney is not a part time position and will require Smith to work greater than a customary forty (40) hour week. Although City Hall is generally open to the public during regular set work hours, Smith shall perform his obligations as full time City Attorney during regular work hours and on such evenings, weekends and other times as are necessary. Smith also acknowledges that the position of City Attorney 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.

**Section 4 – No Other Employment.** Smith agrees not to undertake any other employment during the term of this Agreement unless such work will not interfere with the accomplishment of his duties herein and is authorized by the express consent of the City Council, which consent shall not unreasonably be withheld. Smith 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 Smith and interfere with the accomplishment of his duties as City Attorney.

**Section 5 – Termination by Smith.** Smith may terminate this Agreement and resign as City Attorney at any time, for any reason, upon 45 days' prior written notice to the City. Upon receipt of written notice from Smith, the City may elect to immediately remove Smith from his position as City Attorney or to allow Smith to remain as City Attorney for all or any part of the notice period. If the City removes Smith from his position as City Attorney prior to the expiration of the notice period, the City will pay Smith an amount equal to the salary and benefits that Smith would have received if he had remained in the City Attorney position until the expiration of the notice period, less legally required withholdings. If the City advises Smith that he should continue to perform his duties and functions as City Attorney during the notice period, and Smith fails to do so, Smith will receive no salary or benefits after the last date on which he actually performs his City Attorney duties and functions.

**Section 6 – Termination by City.**

- A. **Termination for Good Cause.** The City Attorney may be discharged for good cause. Good cause includes criminal conviction for acts other than vehicle violations or the exercise of personal civil rights unrelated to City employment, acts of moral turpitude or fiscal malfeasance, or, as determined in the reasonable discretions of the City Council, a complete or near complete failure to perform in his position of City Attorney, if that failure continues for a period of thirty (30) days after Smith receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure.

If the City elects to terminate this Agreement for good cause, it will pay Smith for all earned pay and accrued, unused vacation leave at the time it notifies Smith of the termination decision, less legally required withholdings. Smith 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 have been terminated for good



cause. If the City Council intends to terminate this Agreement for good cause, it will provide notice of its intention to Smith with a written explanation of the basis for that decision, sent to Smith's last known home address at least thirty (30) calendar days prior to the City Council meeting in which the termination will be considered, and Smith shall have the opportunity to resign during this period. In lieu of thirty (30) calendar days' notice, the City may place Smith on thirty (30) calendar days paid administrative leave. Smith 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 Smith 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, Smith must provide a written request to meet to the Mayor of the City and the City Manager within five (5) calendar 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, Smith 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 Smith'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 Smith's employment without good cause as defined in this Agreement, it shall not be required to provide any reasons for that decision to Smith or anyone else. A Notice of Termination Without Cause shall be provided in writing.

The City will pay Smith for all earned pay and accrued, unused vacation leave up to but not including the effective date of termination, less legally required withholdings. Additionally, the City will pay Smith his monthly salary and health benefits amounts (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 six (6) 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 a salary equal to or more of his then current City Attorney salary.

- C. Smith shall not be entitled to any severance payment if he is terminated, resigns or retires following his arrest for a felony, a crime of moral turpitude, or 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 (sections 43243 et seq.), if Smith 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 Smith shall reimburse the City any such salary or benefits or payments provided in this circumstance.

**Section 7 – Inability to Perform Essential Duties and Functions.** Smith agrees that if he is unable to perform the essential duties and functions of the City Attorney 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 Smith's inability to perform the essential duties and functions of the City Attorney position, it will also advise Smith in writing sent to Smith's last known home address. Such termination shall not be deemed termination for "good cause" as defined in this Agreement, unless Smith chooses to contest the termination pursuant to Section 6.A. above. At the time the City provides such notice, it will pay Smith for all earned pay and accrued, unused vacation leave, less legally required deductions. However, Smith 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 Smith, the City shall pay all salary and benefits then due to Smith's legal heir(s).

**Section 8 – Compensation.**

- A. **Salary.** The City agrees to pay Smith for the performance of his duties and functions an annual salary as follows: One hundred ninety-five thousand dollars (\$195,000). The City Council shall determine annually whether Smith shall be granted a cost of living adjustment (COLA) provided other Executive Management employees and whether Smith 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. Smith shall not be entitled to receive payment or credit for, and the City shall not pay or credit Smith for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Smith acknowledges that the position of City Attorney is exempt from the provisions of the Fair Labor Standards Act (FLSA).

- B. **Benefits.** During the term of this Agreement and his employment hereunder, Smith 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% @ 62; three-year average final compensation period. In accordance with PEPR, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS, or as may be amended through the Management Benefit Document for Executive Management employees.
- Smith shall not be entitled to the City of Antioch's Medical-After-Retirement benefit, but shall be entitled to a contribution to a Medical-After-Retirement Account (MARA) if offered to other Executive Management employees.
- Smith shall accrue vacation leave at the rate of 120 hours annually upon hire and shall move to the next accrual level in the Management Benefit Document at the start of the fourth (4<sup>th</sup>) year of employment. Upon initial hire, Smith shall be granted 120 hours of vacation accrual and allowed to use 40 hours without a waiting period.

Except as expressly set forth in this Agreement, Smith 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 Attorney to respond to its needs and to grow in the performance of the City Attorney's job, the City Attorney needs to know how the City Council members evaluate the City Attorney's performance. To assure that the City Attorney gets this feedback, the City Council shall conduct an evaluation of the City Attorney's performance on or about the six (6) month anniversary of the first date of employment of Smith; Smith shall initiate the six-month performance update discussion. The City Council and the City Attorney 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 Attorney with a written evaluation of his performance based on criteria established by the City Council with the City Attorney's assistance. The City Council and the City Attorney shall jointly establish written performance goals and objectives within the first 30 days of the first date of employment of Smith.

The City Council shall conduct such evaluation and goal-setting at least annually thereafter. In the annual evaluation, the City Council and City Attorney shall jointly define such goals and performance objectives and shall further establish a relative priority among those goals and objectives. The City Council shall review and consider Smith's performance as City Attorney at least annually as close as reasonably possible to the first date of employment of Smith. The review shall be discussed with Smith and reduced to writing.

**Section 10 – Professional Development.** Understanding the need for Smith to remain current about principles of municipal law, the City agrees to pay for his attendance at professional conferences and training opportunities, and appropriate continuing education materials, subject to budgetary constraints that may occur from time to time. The City will also pay Smith's annual dues to the California State Bar, including membership in the Public Law Section but no other optional sections or enhancements, and basic membership in the Contra Costa County Bar Association.

**Section 11 – Confidential Information.** Smith agrees that he will not reveal any confidential information about the City, City officials, or City employees that he learns while performing the duties and functions of City Attorney.

**Section 12 – City Property.** Smith 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 Attorney are and will remain the exclusive property of the City. Smith will immediately deliver all originals of such materials to the City that are in his possession or control upon termination of this Agreement.

**Section 13 – Assistance in Litigation.** Smith 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. Smith 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. Smith 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 14 – Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the State of California.

**Section 15 – Headings.** The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

**Section 16 – Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned.

**Section 17 – 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 18 – 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 Manager  
                                 City of Antioch  
                                 P.O. Box 5007  
                                 Antioch, CA 94531-5007

Smith:  
Thomas Smith  
At his then current address on file with the City

**Section 19 – 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 20 – Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between Smith and the City regarding his employment as City Attorney. Smith 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 21 – Effective Date.** This Agreement will become effective on the date of execution by the parties and the Term shall commence as defined herein.

**Section 22 – Mediation of Disputes.** In the event that any dispute arises between the parties regarding the interpretation or implementation of any provision of this Agreement, the parties shall first submit the dispute to voluntary mediation prior to the filing of any lawsuit. If the parties cannot agree on selection of a mediator, then the matter shall be submitted to the Judicial Arbitration and Mediation Services ("JAMS-ENDISPUTE") office in Walnut Creek, California, with a panelist to be assigned by that office's administrator.

**Section 23- Venue.** In the event any party seeks to enforce this agreement or any of its terms by a civil action in court, following mediation as provided in the preceding paragraph, the venue for any such action shall be in Contra Costa Superior Court.

**[Signatures on the following page]**

City of Antioch

By: /s/ SEAN WRIGHT Date 02-05-2019  
Sean Wright, Mayor

Approved as to form:

\_\_\_\_\_  
Derek Cole, Interim City Attorney

By:  Date 1/27/2019  
Thomas Smith

Exhibit 1: City of Antioch Management Benefit Document October 1, 2016 through  
September 30, 2021

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF ANTIOCH AND  
THOMAS SMITH**

The City of Antioch ("City") and Thomas Smith ("Smith") have entered into that certain Employment Agreement dated February 5, 2019 ("Agreement"), whereby Smith was employed as the City Attorney of the City. The parties agree to modify and amend the Agreement as follows:

1. **Section 9 – Performance Evaluation** of the Agreement is amended to include the following paragraph.

The City Council shall determine annually whether the City Attorney shall be granted an additional salary increase based on achievement of defined goals and objectives. The City Council shall use the following salary range (Step C through Step E) as a guideline to determine additional compensation. Step A \$176,871; Step B \$185,715; Step C \$195,000; Step D \$204,750; Step E \$214,988. Each step is an increase of 5%.

2. Except as modified herein all of the remaining terms and provisions of the Agreement dated February 5, 2019 shall remain in effect. If any conflicts exist between the Agreement and this Amendment, the Amendment shall govern.

City of Antioch

By: /s/ SEAN WRIGHT Date: 02-05-2019  
Sean Wright, Mayor

Approved as to form:

\_\_\_\_\_  
Derek Cole, Interim City Attorney

Attest:

*yo* Christine Simonson Date: 2-6-2019  
Arne Simonson, CMC, City Clerk of the City of Antioch

By: Thomas Smith  
Thomas Smith

Date: 1/29/2019





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 12, 2023

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager/Economic Development Director *KPR*

**SUBJECT:** City Council 90-Day Request List - Discussion on False Alarm Policy and the Fees That are Charged to Antioch Residents

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### **RECOMMENDED ACTION**

It is recommended that the City Council discuss false alarm fees that are charged to Antioch residents and provide direction to staff.

### **FISCAL IMPACT**

The recommended action has no fiscal impact.

### **DISCUSSION**

This item is for discussion and was placed on the agenda at the request of Mayor Pro Tem Torres-Walker. Section 4-14.11 of the Antioch Municipal Code describes policies related to false alarms, fees, and late charges. This discussion is related to the fees charged to Antioch residents and businesses. The current fees associated with false alarms are in the Master Fee Schedule, adopted by City Council on May 23, 2023

### **ATTACHMENTS**

- A. Antioch Municipal Code Section 4-14.11 False Alarm Fines; Fees; Late Charges
- B. Master Fee Schedule – Alarm Fees

**§ 4-14.11 FALSE ALARM FINES; FEES; LATE CHARGES.**

(A) The Alarm Administrator may assess the alarm user a fine for a false alarm occurring at that alarm user's alarm site. The amount of said fines for the listed categories shall be established by City Council and may be subsequently amended by resolution of the City Council.

(B) If a false alarm fine is not paid within 30 days after the invoice is mailed, a late charge as established by resolution of the City Council shall be imposed.

(C) *Fines for false alarms from non-registered alarm systems.* For person(s) operating a non-registered alarm system incurring a false alarm, fines shall be imposed as established by resolution of the City Council.

(D) If cancellation of a police response occurs prior to the officer's arrival at the alarm site, the response is not considered a false alarm and no false alarm fine will be assessed.

(E) The alarm installation company shall be assessed a fine in an amount established by resolution of the City Council if the police respond to a false alarm and determine that an on-site employee of the alarm installation company directly caused the false alarm. Such false alarms are not included in the total number of false alarms for the alarm user, nor is the alarm user to be held liable for any false alarm fine resulting from such alarm activation.

(F) A fine in an amount established by resolution of the City Council shall be imposed against any monitoring company that fails to verify alarm system signals as required in § 4-14.09(C) of this chapter.

(G) Notice of the right of appeal under this chapter will be included with notice of any fine.

(H) All registration fees, renewal registration fees or fines assessed under this section are due within 30 days of written notice unless otherwise noted. A late charge in an amount established by resolution of the City Council shall be imposed for each individual fee or fine due that is not paid within 30 days.

(I) The Alarm Administrator will charge a false alarm fine after the second false alarm during the alarm user's one-year registration period. A false alarm fine will be charged for each subsequent false alarm during the alarm user's one-year registration period. The Alarm Administrator may waive the false alarm fine pending the successful completion of the online alarm user awareness class available through the Alarm Administrator. In order to have the fine waived, the alarm user shall have successfully completed the class within 30 days of the fine notice. Alarm users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the alarm user awareness class shall be allowed for mail delivery.

(Ord. 2161-C-S, passed 2-26-19)



# ATTACHMENT B

## MASTER FEE SCHEDULE

### >>POLICE DEPARTMENT<<

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | FEE                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ACCT CODE                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Misdemeanor Booking                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 78.00 per booking                                                                                                                                                                                                                                                                                                                                                                                                                                                | 100-3110.46300                       |
| Special Event Regulation (group putting on Event)<br>Event charged for Police Officer, Corporal and Sergeant at overtime rate for Step "E" of regular pay scale plus a 25% Administrative Fee. Event charged for Reserve Police Officer at Step "A" rate of regular officer pay scale plus a 25% Administrative Fee                                                                                                                                                                      | Time, materials and administrative overhead cost                                                                                                                                                                                                                                                                                                                                                                                                                    | 100-3110.46300                       |
| Subpoena, Civil deposit/officer/day plus Admin fee                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 275.00 per G.C. 68096.1 deposit plus actual cost                                                                                                                                                                                                                                                                                                                                                                                                                 | 100-0000.22315<br>100-3110.47010     |
| Subpoena, Civil Administrative Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Clerical cost @ max of \$24/hr (\$6 per ¼ hr), plus 10 cents/page document duplication                                                                                                                                                                                                                                                                                                                                                                              | 100-3110.47010                       |
| Subpoena Duces Tecum/Deposition Subpoena, Plus reasonable/actual costs (per 1563 E.C.)                                                                                                                                                                                                                                                                                                                                                                                                   | Clerical cost @ max of \$24/hr (\$6 per ¼ hr), plus 10 cents/page document duplication                                                                                                                                                                                                                                                                                                                                                                              | 100-3110.47010                       |
| Adult Business Permit                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Deposit as determined by Police Dept plus charges at fully burdened hourly rates for all involved personnel and any outside costs                                                                                                                                                                                                                                                                                                                                   | 100-3110.46300                       |
| Firearms Range                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$100.00 hourly with operator (ADP operator always required for use)                                                                                                                                                                                                                                                                                                                                                                                                | 100-3110.47010                       |
| <b>Alarm Users:</b><br>Registration and Renewal<br>Registration Late Charge<br>Alarm Fee – Late Charge/All Fees and Fines Late<br>False Alarm – Registered<br><br>False Alarm – Non-Registered<br><br>Operating Suspended Alarm System<br><br><b>Alarm Company:</b><br>Failure to Report New Install<br>Failure to use Alarm Confirmation or Enhanced Call Confirmation Procedures<br>False Alarm Caused by Alarm Company<br><br>Calling on Suspended Alarm Site<br><br>All Late Charges | \$30.00<br>\$15.00<br>5% of unpaid amount<br>1 – No charge; 2 – School or \$100; 3 or more - \$205 (for each subsequent response)<br>1 – School or \$100; 2 or more - \$205 (for each subsequent response)<br>1 - \$205; 2 - \$350; 3 or more - \$500 (for each subsequent response)<br><br>\$30.00<br>\$30.00<br><br>1 – No charge; 2 or more - \$205 (for each subsequent response)<br>1 – No charge; 2 or more - \$205 (for each subsequent response)<br>\$15.00 | 100-3110.46315<br><br>100-3110.46320 |

### >>ANIMAL SERVICES<<

| DESCRIPTION                                                                                                                | FEE                                                                                                                                                                                                        | ACCT CODE      |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Adoption Fees</b><br>Adopt – Dog<br>Adopt – Cat<br>Adopt – Rabbit<br>Adopt – Small animal (rats, hamsters, guinea pigs) | \$ 125.00*<br>\$ 90.00*<br>\$ 16.00<br>\$ 7.00<br>*Fees include spay/neuter, microchip and core vaccines. Actual cost of spay/neuter that cannot be completed in-house will be added to the adoption fees. | 214-3320.46710 |