



## **ANNOTATED AGENDA**

### **Antioch City Council REGULAR MEETING**

**Including the Antioch City Council acting as Successor Agency/  
Housing Successor to the Antioch Development Agency/  
Antioch Public Finance Authority**

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**Date: Tuesday, December 10, 2024**

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

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

*City Council meetings are televised live on Comcast channel 24, AT&T U-verse channel 99, or live stream (at [www.antiochca.gov](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 A. Hernandez-Thorpe, Mayor**

**Monica E. Wilson, Mayor Pro Tem (District 4)**

**Tamisha Torres-Walker, Council Member District 1**

**Michael Barbanica, Council Member District 2**

**Lori Ogorchock, Council Member District 3**

**Ellie Householder, City Clerk**

**Lauren Posada, City Treasurer**

**Bessie Marie Scott, City Manager**

**Thomas Lloyd Smith, City Attorney**

#### **NEW CITY ELECTED OFFICIALS**

**Ron Bernal, Mayor**

**Louie Rocha, Mayor Pro Tem (District 2)**

**Tamisha Torres-Walker, Council Member District 1**

**Donald P. Freitas, Council Member District 3**

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

**Melissa Rhodes, City Clerk**

**Jorge R. Rojas, City Treasurer**

**Bessie Marie Scott, City Manager**

**Thomas Lloyd Smith, City Attorney**

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

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

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: [Notifications – City of Antioch, California \(antiochca.gov\)](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 in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

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

#### **PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS** *for Closed Session - None*

#### **CLOSED SESSION:**

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

***No reportable Action***

**6:18 P.M.      MOTIONED TO ADJOURN TO CLOSED SESSION**

**7:09 P.M.      ROLL CALL – REGULAR MEETING** – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency/ Antioch Public Financing Authority – ***All Present***

**MAYOR HERNANDEZ-THORPE MADE A MOTION TO SUSPEND THE RULES AND MOVE THE CONSENT CALENDAR, REGULAR AGENDA ITEMS #3 AND #4 TO BE HEARD AS NEXT ORDER OF BUSINESS; APPROVED 5/0**

**COUNCIL MEMBER OGORCHOCK MADE A SUBSTITUTE MOTION TO PULL CONSENT CALENDAR ITEM “O” TO BE HEARD BEFORE THE CONSENT CALENDAR; APPROVED 5/0**

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

**O. RESPONSE TO GRAND JURY REPORT NO. 2405, “CHALLENGES FACING THE CITY OF ANTIOCH” ADDENDUM**

**Reso No. 2024/176 adopted, 3/2 (Barbanica/Ogorchock – No)**

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

- 1) Approving an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024 in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: “Challenges Facing the City of Antioch” Addendum; and
- 2) Authorizing the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

**A. APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 26, 2024**

**Continued, 5/0**

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

**B. APPROVAL OF COUNCIL WARRANTS**

**Approved, 5/0**

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

**C. APPROVAL OF TREASURER’S REPORT FOR OCTOBER 2024**

**Received and filed, 5/0**

*Recommended Action:* It is recommended that the City Council receive and file the October 2024 Treasurer’s Report.

**D. REJECTION OF CLAIM: DONNA MILES**

**Rejected, 5/0**

*Recommended Action:* It is recommended that the City Council reject the claim submitted by Donna Miles.



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

**E. SECOND READING – HOUSING-RELATED ZONING CODE UPDATES ORDINANCE (LA2024-0003) (Introduced on November 26, 2024)**

**Ord No. 2243-C-S adopted, 5/0**

*Recommended Action: It is recommended that the City Council adopt the ordinance making text amendments to Title 9, Chapter 5, Articles 2 (Definitions) and 38 (Land Use Regulations) of the Antioch Municipal Code, to reflect updated requirements for emergency shelters, major transit stops, supportive housing, transitional housing, employee housing, and replacement units required as part of development projects.*

**F. EXTENSION OF THE WILD HORSE MULTIFAMILY PROJECT APPROVALS**

**Reso No. 2024/177 adopted, 5/0**

*Recommended Action: It is recommended that the City Council adopt the resolution extending the Wild Horse Multifamily project approvals for five years.*

**G. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (25-26) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

**SA Reso No. 2024/43 adopted, 5/0**

*Recommended Action: It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2025 through June 2026 (ROPS 25-26).*

**H. SECOND AMENDMENT TO THE DESIGN CONSULTING SERVICES AGREEMENT WITH BROWN AND CALDWELL FOR ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES IN THE AMOUNT OF \$100,000 (P.W. 700-1)**

**Reso No. 2024/178 adopted, 5/0**

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

- 1) Approving the second amendment to the Design Consulting Services Agreement with Brown and Caldwell for On-Call Professional Engineering Design Services in the amount of \$100,000 for a total contract amount of \$200,000 and extending the term of the agreement to December 31, 2025; and*
- 2) Authorizing the City Manager to execute the second amendment in a form approved by the City Attorney.*

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

- I.** FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH MOUNTAIN CASCADE, INC. IN THE AMOUNT OF \$131,793.92 FOR THE HILLCREST AND DONLON BOOSTER PUMPING STATION IMPROVEMENTS (P.W. 477-BP2)

**Reso No. 2024/179 adopted, 5/0**

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

- 1) Approving the first amendment to the construction agreement with Mountain Cascade, Inc. in the amount of \$131,793.92 for the Hillcrest and Donlon Booster Pumping Station Improvements, increasing the total contract amount from \$1,976,000 to \$2,107,793.92; and
- 2) Authorizing the City Manager to execute the first amendment to the construction agreement with Mountain Cascade, Inc., in a form approved by the City Attorney.

- J.** AWARDING THE MAINTENANCE SERVICES AGREEMENT TO NAZ & CO. DBA TRUE BLUE AUTOMATION SERVICES FOR WATER TREATMENT PLANT INFORMATION AND CONTROL SYSTEMS ASSISTANCE FOR A FIVE (5) YEAR CONTRACT AMOUNT NOT TO EXCEED \$750,000

**Reso No. 2024/180 adopted, 5/0**

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

- 1) Awarding the Maintenance Services Agreement for Water Treatment Plant Information and Control Systems Assistance to Naz & Co. dba True Blue Automation Services for a three (3) year term, in the amount of \$450,000 with an option to extend the agreement two (2) additional years in the amount of \$300,000 for a total amount not to exceed \$750,000; and
- 2) Authorizing the City Manager to execute the agreement, in a form approved by the City Attorney.

- K.** REQUEST FOR TRAINING AND TRAVEL – CAL CITIES – MAYORS AND COUNCIL MEMBERS ACADEMY

**Approved, 5/0**

*Recommended Action:* It is recommended that the City Council authorize associated expenditures for Mayor Bernal and Council Members District 2 Rocha and District 3 Freitas to attend the Cal Cities – Mayors and Council Members Academy, January 22 – 24, 2025 in Sacramento.

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

**L. APPROVAL OF AWARDS FOR THE 2024-2025 CIVIC ENHANCEMENT GRANT PROGRAM**

**Reso No. 2024/181 adopted, 5/0**

*Recommended Action: 1) It is recommended that the City Council approve a:*

- **\$2,800** grant to the **Antioch Historical Society** for construction of a historical bell-tower;
- **\$2,800** grant to the **Antioch Police Activities League** for Youth Sports programs;
- **\$300** grant to the **Antioch Rotary Club** for the Boys in Action program;
- **\$1,750** grant to the **Antioch Rotary Club** for the Day of Empowering Girls event;
- **\$1,750** grant plus approximately **\$2,282** of in-kind City facility services to the **Antioch Rotary Club** for the King's Conference for Underserved Male Youth;
- **\$1,800** grant to **Be Exceptional** for Funds to Expand Youth Programs for people with disabilities;
- **\$4,800** grant to **Bridge Builders for a New Generation** for a Founders Dinner Fundraiser;
- **\$1,500** grant to **Charles and Smith Health and Wellness** for Housing and Resources for Veterans;
- **\$5,500** grant to **Delta Veterans Group** for the Veterans Day/ Memorial Day Ceremonies and the Veterans Banner Program;
- **\$2,800** grant to **El Campanil Theater** for theater technology upgrades;
- **\$1,000** grant plus approximately **\$704** of in-kind City facility services to **Facing Homelessness** to provide supplies and resources to the unhoused;
- **\$3,800** grant plus approximately **\$3,000** of in-kind City services to **East Bay Forward Economic Development Association** for a free community music festival;
- **\$2,300** grant to **General Federation Women's Club of Antioch** to renovate the outdoor portion of the Women's Club facility;
- **\$2,800** grant to **Loaves and Fishes of Contra Costa** for a hot meal program for unhoused and low-income residents;
- **\$2,800** grant to **Mission Possible Community Development Center of Antioch** for the Operation Impact youth program;

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

- **\$1,500** grant plus approximately **\$6,000** of in-kind City facility services to **Prison from the Inside Out** for an outreach program designed to strengthen the relationship between Antioch residents and the Antioch Police Department;
- **\$1,800** grant plus approximately **\$1,000** of in-kind City facility services to **RR Transitional Housing** for the Fierce and Flourishing job readiness training program for youth;
- **\$1,800** grant to **RR Transitional Housing** for the Ignite Youth program;
- **\$2,800** grant to **SHARE Community** for the Mobile Shower and Hygiene Service Program;
- **\$1,800** grant plus approximately **\$350** of in-kind City facility services to **New Generation Equity/STEM4Real** for a community STEM event; and
- **\$1,800** grant to **Team Jesus Outreach Ministries** for solar panels to power refrigerated containers to distribute food to the community.

2) It is recommended that the City Council adopt the resolution codifying the City Council's approval of the 2024-2025 Civic Enhancement Grants.

**M. USE AGREEMENT WITH CONGRESSMAN DESAULNIER'S OFFICE FOR OFFICE SPACE AT THE ANTIOCH COMMUNITY CENTER**

**Reso No. 2024/182 adopted, 5/0**

*Recommended Action:* It is recommended that the City Council adopt the resolution authorizing the City Manager to enter into a lease agreement with Congressman DeSaulnier's office for office space at the Antioch Community Center for the period of January 3, 2025 – January 2, 2027 in an amount not to exceed \$1,000 per month for a total of \$24,000.

**N. MEMORANDUM OF UNDERSTANDING WITH THE ANTIOCH FRIENDS OF SENIORS FOR CHARITABLE BINGO OPERATIONS AT THE ANTIOCH SENIOR CENTER**

**Reso No. 2024/183 adopted, 5/0**

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

- 1) Approving a Memorandum of Understanding with the Antioch Friends of Seniors for Charitable Bingo Operations at the Antioch Senior Center; and.
- 2) Authorizing the City Manager to execute the agreement.

## **COUNCIL REGULAR AGENDA**

3. *DISCUSSION ITEM – DIRECTION TO STAFF CONCERNING PROPOSED AMENDMENTS TO THE ANTIOCH MUNICIPAL CODE SECTIONS 9-5.3801, 9-5.3845 ALLOWING AN INCREASED VARIETY OF CANNABIS BUSINESSES IN CANNABIS BUSINESS OVERLAY DISTRICTS CB 2 AND CB 3*

***Majority Council consensus to provide direction to staff to bring back for new Council to consider.***

*Recommended Action: It is recommended that the City Council provide direction to staff.*

4. *RESOLUTION CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA COUNTY OF BALLOTS CAST IN THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024*

***Reso No. 2024/184 adopted, 5/0***

*Recommended Action: It is recommended that the City Council adopt the resolution confirming the certified results received by the County Clerk of Contra Costa County of ballots cast in the General Municipal Election held on November 5, 2024.*

### **PRESENTATION OF COLORS**

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

***MAYOR HERNANDEZ-THORPE MADE A MOTION TO SUSPEND THE RULES AND MOVE “PRESENTATION TO OUTGOING ELECTED OFFICIALS”, “OATHS OF OFFICE FOR NEWLY ELECTED COUNCIL”, AND “ROLL CALL FOR NEW COUNCIL” TO BE HEARD AFTER THE ANTIOCH HIGH SCHOOL MUSIC MASTERS CHOIR; APPROVED 5/0***

### **ANTIOCH HIGH SCHOOL MUSIC MASTERS CHOIR**

***PRESENTATION to outgoing Elected Officials***

### **OATHS OF OFFICE FOR NEWLY ELECTED COUNCIL**

- *Mayor – Rowland ‘Ron’ Bernal*
- *Council Member District 2 – Louis ‘Louie’ Rocha*
- *Council Member District 3 – Donald ‘Don’ Freitas*
- *City Treasurer – Jorge R. Rojas, Jr.*
- *City Clerk – Melissa Rhodes*

**7:50 P.M. CITY CLERK RHODES CALLED 30 MINUTE RECESS**  
**8:27 P.M. RECONVENED – ROLL CALL** *for New Council – Council Members District 2 Rocha, District 3 Freitas, District 4 Wilson, Mayor Bernal. [Council Member District 1 Torres-Walker – Absent]*

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

**8:29 P.M. COUNCIL MEMBER TORRES-WALKER RETURNED DURING ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**1. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- ANTIOCH POLICE OVERSIGHT COMMISSION
- PLANNING COMMISSION
- BOARD OF ADMINISTRATIVE APPEALS
- 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**

**MAYOR AND COUNCIL COMMUNICATIONS / COMMENTS**

- 5. COUNCIL REORGANIZATION – SELECTION OF MAYOR PRO TEMPORE**  
***Mayor Pro Tem (District 2) Rocha Selected, 5/0***  
Recommended Action: It is recommended that the City Council select the Mayor Pro Tempore.

## **COUNCIL REGULAR AGENDA – Continued**

### **6. CITY COUNCIL APPOINTMENTS TO COUNCIL COMMITTEE ASSIGNMENTS AND COUNCIL STANDING COMMITTEES**

***Approved, 5/0***

***["Exhibit 1" Appointments Attached]***

Recommended Action: It is recommended that the City Council review and discuss City Council Appointments to Council Committee Assignments and Standing Committees. Mayor Bernal will advance appointments for City Council approval by majority vote to be acted upon as follows:

- 1) Motion to approve all appointments for Mayor Bernal.
- 2) *Motion to approve all appointments for Mayor Pro Tem (Council Member District 2) – Rocha.***
- 3) Motion to approve all appointments for Council Member District 1 – Torres-Walker.
- 4) Motion to approve all appointments for Council Member District 3 – Freitas.
- 5) Motion to approve all appointments for Council Member District 4 – Wilson.

## **PUBLIC COMMENTS**

## **STAFF COMMUNICATIONS**

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

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

***Motioned to adjourn meeting at 9:58 p.m., Approved 5/0***

**Council Appointments****December 2024 to December 2026**

<b>COMMITTEE</b>	<b>REPRESENTATIVES</b>	<b>COMMITTEE INFORMATION</b>
ABAG (Association of Bay Area Govmt)	Mayor Pro Tem Rocha Council Member Wilson (alt.)	General Assembly- once a year
Chamber of Commerce Liaison	Mayor Pro Tem Rocha	2nd Thursday of month, 8:00 A.M. Chamber Conference Room
Community Advisory Board- SF Bay Water Emergency Transit Authority	Council Member Freitas Council Member Wilson (alt.)	TBD
Delta Diablo	Council Member Wilson Council Member Freitas (alt.)	2nd Wednesday of month, 4:30 P.M., 2500 Pittsburg/Antioch Highway
East Bay Division (League of California Cities)	Mayor Pro Team Rocha Mayor Bernal (alt.)	3rd Thursday of month, 6:00 P.M. Rotates between Contra Costa and Alameda Counties
TRANSPLAN	Mayor Bernal Council Member Freitas (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East Contra Costa Regional Fee and Financing Authority (ECCRFA)	Mayor Bernal Council Member Freitas (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
State Route 4 By-Pass Authority	Mayor Bernal Council Member Freitas (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East County Water Management Association	Mayor Bernal	As needed, 2-3 times per year
Tri Delta Board of Directors Eastern Contra Costa Transit Authority	Mayor Pro Tem Rocha Council Member Freitas	4th Wednesday of month, 4:00 P.M., Tri Delta Transit, 801 Wilbur Ave
Northeast Antioch Annexation	Council Member Freitas Council Member Torres-Walker	As needed
Mayors' Conference	Mayor Bernal Mayor Pro Tem Rocha (alt.)	1st Thursday of month, 6:30 P.M. Rotates between cities of Contra Costa County



**Council Committee Assignments**

Community Development Block Grant (CDBG) Committee	Council Member Torres-Walker Mayor Pro Tem Rocha	Standing Committee - As needed Community Development Dept. to develop agenda and handle noticing
Lone Tree Golf Course Committee	Mayor Bernal Council Member Wilson	Standing Committee - As needed Parks and Rec. Dept. to develop agenda and handle noticing
City/School Committee	Mayor Pro Tem Rocha Council Member Torres-Walker	Standing Committee - As needed City Manager's to develop agenda and handle noticing
Cannabis Committee	Council Member Freitas Council Member Torres-Walker	Standing Committee - As needed City Attorney's Office to develop agenda and handle noticing
Waterfront Revitalization Committee	Mayor Pro Tem Rocha Council Member Torres-Walker	Standing Committee - As needed City Manager's Office to develop agenda and handle noticing

The City of Antioch urges residents to become involved in their local community! One way to do so is to serve on the various Boards, Commissions, and Committees. Any interested resident is encouraged to apply for the vacancies by **5:00 p.m. on the deadline below.**

**DEADLINE DATE: FRIDAY, DECEMBER 13, 2024:**

➤ **ANTIOCH POLICE OVERSIGHT COMMISSION**

- One (1) partial term vacancy, expiring November 2026

**DEADLINE DATE: FRIDAY, JANUARY 17, 2025:**

➤ **BOARD OF ADMINISTRATIVE APPEALS**

- Four (4) full-term vacancies, expiring March 2028

➤ **PLANNING COMMISSION**

- One (1) partial-term vacancy, expiring October 2025

➤ **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

- One (1) full-term vacancy, expiring March 2028

To be considered for the vacancy position(s) listed above, please fill out an application available 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.***

**#1**



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 Commission shall advise the City Council and Staff on the administration of the Antioch Police Department and public safety issues to ensure that the policies conform to national standards of constitutional policing. The Commission shall promote, encourage, and facilitate community participation and oversight by reviewing and recommending policies that are sensitive to the diverse needs of the residents, aiming to inform the community of its rights and responsibilities on interactions with police officers. (Ordinance No. 2212-C-S, passed May 24, 2022).

**Committee Seats:**

- One (1) representative from each of the four (4) councilmembers voting districts of the City.
- One (1) representative of the Antioch faith-based community.
- One (1) representative of the Antioch business community.
- One (1) employee or student of the Antioch Unified School District.



**Meetings:**

- Twice per month, except in July and December, when meetings occur only once.

**Requirements:**

- Must be a resident of the City of Antioch.
- **Not** a spouse of, or a current /former City Employee /department-sworn employee /sworn police officer /sworn police officer association representative.
- 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.

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.

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.



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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.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 10, 2024

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

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

**SUBJECT:** City Council Meeting Minutes of November 26, 2024

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of November 26, 2024.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 15 - NOVEMBER 27, 2024  
FUND /CHECK#

**100 General Fund**

***Non departmental***

00416499	FREEDOM FOREVER LLC	REFUND CBSC FEE	14.88
00416509	IPERMIT	REFUND CBSC FEE	1.52
00416550	TRAVIS CREDIT UNION	DEVELOPER DEP REFUND	10,000.00
00416586	IN SHAPE HEALTH CLUBS	PAYROLL	37.79
00416629	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00416635	LIFE INSURANCE CO OF NO AMERICA	PAYROLL	5,558.35
00416647	MUNICIPAL POOLING AUTHORITY	PAYROLL	3,587.43
00416652	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,554.00
00416657	PARS	PAYROLL	6,422.82
00416663	R&Q OVERHEAD DOORS	REFUND	4.00
00416664	RANEY PLANNING & MANAGEMENT INC	CONSULTANT SERVICES	1,495.30
00416675	STATE OF CALIFORNIA	PAYROLL	120.00
00416676	STATE OF CALIFORNIA	PAYROLL	50.00
00416687	AFLAC	INSURANCE PREMIUM	5,879.48
00416752	QUADIENT LEASING USA INC	POSTAGE	2,000.00
00416754	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	18,575.08
00416763	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	6,808.25
00949895	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	1,010.00
00949896	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL	21,023.01
00949897	ANTIOCH PUBLIC WORKS EMPLOYEE'S	PAYROLL	2,485.00
00949903	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	43,483.57
00949909	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	31,397.25

***City Council***

00416486	COSTCO	VARIOUS BUSINESS EXPENSES	142.94
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	42.76
00416681	VERIZON WIRELESS	PHONES	105.49
00416693	AMERICAN TROPHIES AWARDS & PROMO	BADGES	55.97
00416748	PHOTOGRAPHY BY TISH	CITY COUNCIL PHOTO	450.00

***City Attorney***

00416479	CANON FINANCIAL SERVICES	COPIER LEASE	140.69
00416523	OFFICE DEPOT INC	OFFICE SUPPLIES	141.35
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	23.35
00416681	VERIZON WIRELESS	DATA USAGE	157.71
00416699	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	28,813.01
00416723	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	98,792.74
00416730	KRAMER WORKPLACE INVESTIGATIONS	LEGAL SERVICES RENDERED	1,189.00
00416733	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	59,188.22
00416755	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	1,152.00
00416767	THOMSON WEST	SUBSCRIPTION	902.48

***City Manager***

00416457	AMBIUS	PLANT SERVICES	374.92
00416479	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00416486	COSTCO	VARIOUS BUSINESS EXPENSES	814.42
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	692.42
00416661	PHOTOGRAPHY BY TISH	CITY PORTRAIT	275.00
00416681	VERIZON WIRELESS	DATA USAGE	41.95





CLAIMS BY FUND REPORT  
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00416756	REED, KWAME P	PER DIEM	322.00
00949706	GINGER LABS INC	NOTABILITY LIC	42.00
00949901	KANTAK, ASHWINI	COACHING SERVICES	480.00
<b>City Clerk</b>			
00416452	ACCOMTEMP	TEMP SERVICES	1,377.75
00416494	ECS IMAGING INC	LASERFICHE CITYWIDE	21,214.28
00416495	EIDEN, KITTY J	MINUTES	450.00
00416523	OFFICE DEPOT INC	OFFICE SUPPLIES	18.10
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	50.84
00416679	TOTAL RECALL CAPTIONING	CLOSED CAPTIONING	862.50
00416686	ACCOMTEMP	TEMP SERVICES	5,303.51
00416706	CERVANTES, ALEXIA	EXPENSE REIMBURSEMENT	25.93
00416707	CITY CLERKS ASSOCIATION OF CA	MEMBERSHIP DUES	250.00
00416721	EIDEN, KITTY J	MINUTES	925.00
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	209.81
00416748	PHOTOGRAPHY BY TISH	CITY CLERK PHOTO	150.00
00949703	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	118.34
<b>Human Resources</b>			
00416475	CANON FINANCIAL SERVICES	COPIER LEASE	278.43
00416610	CPS HUMAN RESOURCE SERVICES	RECRUITMENT EXAM	984.50
00416614	DIABLO LIVE SCAN LLC	FINGERPRINTS	380.00
00416617	FEDEX	POSTAGE	85.32
00416626	HIRERIGHT GIS INTERMEDIATE CORP INC	BACKGROUND	181.85
00416645	MILO, MICHELE M	EXPENSE REIMBURSEMENT	570.53
<b>Economic Development</b>			
00416479	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00416681	VERIZON WIRELESS	PHONES	105.14
<b>Finance Administration</b>			
00416456	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	344.48
00416523	OFFICE DEPOT INC	OFFICE SUPPLIES	24.87
00416600	CHAUDHARY, RASHILA PRANAV	EXPENSE REIMBURSEMENT	40.18
<b>Finance Accounting</b>			
00416456	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	125.60
00416523	OFFICE DEPOT INC	OFFICE SUPPLIES	91.26
00416595	BADAWI & ASSOCIATES	FY 24 AUDIT SERVICES	29,715.75
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	30.43
<b>Finance Operations</b>			
00416523	OFFICE DEPOT INC	OFFICE SUPPLIES	99.93
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	237.90
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	54.85
00416752	QUADIENT LEASING USA INC	LATE FEE	39.20
00949908	UBEO BUSINESS SERVICES	COPIER LEASE	1,205.72
<b>Non Departmental</b>			
00416526	PACIFIC CREDIT SERVICES	COLLECTION FEES	128.50
00416542	SISTER CITIES INTERNATIONAL	MEMBERSHIP DUES	1,030.00
00416605	CONTRA COSTA COUNTY LIBRARY	1ST QTR LIBRARY MAINTENANCE	52,367.94
00416663	R&Q OVERHEAD DOORS	REFUND	197.50
00416736	MUNICIPAL POOLING AUTHORITY	PAYROLL	14,629.82



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00949702	AVENU	STARS REPORT	1,102.50
<b>Public Works Administration</b>			
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	86.90
<b>Public Works Street Maintenance</b>			
00416464	ANTIOCH ACE HARDWARE	SUPPLIES	100.92
00416508	INTERSTATE SALES	PAVEMENT MARKERS	5,604.63
00416512	KERN OIL FILTER RECYCLING, LLC	SERVICE FEE	178.00
00416535	SCA OF CA, LLC	STREET SWEEPING SERVICES	7,846.00
00416538	SHERWIN WILLIAMS CO	PAINTING SUPPLIES	85.43
00416622	HARRIS, RACHEL MARIE	CHECK REPLACEMENT	61.67
00416650	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	780.00
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	69.60
00416694	ANTIOCH ACE HARDWARE	HAND TOOLS	80.74
00416717	CONSTRUCTION ZONE LLC, THE	PAINT STENCILS	315.92
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	9.89
00416761	SHARJO LLC	ABATEMENT SERVICES	2,992.13
00416762	SHERWIN WILLIAMS CO	SUPPLIES	145.57
00949911	GRAINGER INC	DIAMOND SAW BLADES	1,342.09
<b>Public Works-Signal/Street Lights</b>			
00416490	DC ELECTRIC GROUP INC	STREETLIGHT MAINTENANCE	1,424.64
00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11,400.90
00416594	AT AND T MCI	MODEM	636.70
00416656	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	257.86
00416719	DC ELECTRIC GROUP INC	STREETLIGHT MAINTENANCE	5,950.28
00416744	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,549.87
<b>Public Works-Facilities Maintenance</b>			
00416455	ALTA FENCE	FENCE REPAIR	918.00
00416459	AMERICAN PLUMBING INC	PLUMBING SERVICES	1,875.00
00416465	ANTIOCH BUILDING MATERIALS	PAVING MATERIAL	596.51
00416467	BAY CITIES PYROTECTOR	EMERGENCY SPRINKLER REPAIR	1,914.00
00416484	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	429.60
00416498	FREEDOM ALARM INC	SERVICE CHARGE	924.63
00416518	LOPEZ MNTS SVCS LLC	REMOVE WINDOW	4,606.25
00416527	PACIFIC GAS AND ELECTRIC CO	GAS	19,923.12
00416529	PRECISION PLUMBING & CONTRACTING INC	DRINKING FOUNTAIN REPAIR	5,375.00
00416531	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	1,493.11
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	869.51
00416594	AT AND T MCI	MODEM	90.94
00416596	BAY ALARM COMPANY	INSTALLATION	8,656.40
00416597	BAY AREA AIR QUALITY MANAGEMENT DIST	ANNUAL PERMIT RENEWAL	508.00
00416613	DEPARTMENT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION	225.00
00416622	HARRIS, RACHEL MARIE	CHECK REPLACEMENT	61.67
00416627	HONEYWELL INTERNATIONAL INC	QUATERLY MAINTENANCE	30,823.94
00416640	LOPEZ MNTS SVCS LLC	PAINT CITY HALL	9,150.00
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	19.76
00416656	PACIFIC GAS AND ELECTRIC CO	GAS	715.80
00416668	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	520.30
00416672	SHERWIN WILLIAMS CO	PAINTING SUPPLIES	1,051.66



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00416725	HOME DEPOT, THE	PARTS AND SERVICE	313.86
00416770	VERIZON WIRELESS	DATA USAGE	52.57
00949707	GRAINGER INC	SUPPLIES	812.54
<b>Public Works-Parks Maint</b>			
00416459	AMERICAN PLUMBING INC	PARK VISTA GRANDE	692.12
00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	127.02
00416594	AT AND T MCI	MODEM	154.15
00416622	HARRIS, RACHEL MARIE	CHECK REPLACEMENT	61.66
00416631	JONES FAMILY BEE REMOVAL	BEE REMOVAL	500.00
00416650	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	656.00
00416671	SECURE LANE LLC	REPLACEMENT PART	150.20
00416678	TERRACARE ASSOCIATES	REPLACE VALVES	9,520.00
00416690	ALTA FENCE	REPAIR FENCE	623.00
00416695	ARBORICULTURAL SPECIALTIES, INC	TREE REMOVALS	50,670.00
00416766	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	216,516.34
00416774	WATERSAVERS IRRIGATION, INC	IRRIGATION PARTS	89.79
00949906	RED WING SHOE STORE	SAFETY SHOES- MARTINEZ, C	300.00
00949907	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS IRRIGATION	307.84
<b>Public Works-Median/General Land</b>			
00416591	ANTIOCH ACE HARDWARE	IRRIGATION REPAIR	26.64
00416594	AT AND T MCI	MODEM	438.63
00416650	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	780.00
00416678	TERRACARE ASSOCIATES	ROW MONTHLY MAINTENANCE	12,981.92
00416684	WATERSAVERS IRRIGATION, INC	IRRIGATION REPAIR	38.13
00416747	PEREZ NURSERY AND LANDSCAPING	SOMMERSVILLE MEDIAN	569.80
00416766	TERRACARE ASSOCIATES	MAIN LINE REPAIR	450.00
00949907	SITEONE LANDSCAPE SUPPLY HOLDING	CONTROLLER PANEL REPAIRS	5,471.39
00949915	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION SUPPLIES	9,482.18
<b>Police Administration</b>			
00416453	ADAMSON POLICE PRODUCTS	SWAT EQUIPMENT	3,456.56
00416466	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	6,384.00
00416469	BECERRA, ARTURO MODESTO	EXPENSE REIMBURSEMENT	70.00
00416472	BPS TACTICAL INC.	VESTS	3,099.18
00416480	CANON FINANCIAL SERVICES	COPIER LEASE	2,419.29
00416492	DOWN RANGE INVESTMENTS, LLC	ACADEMY UNIFORM	606.01
00416502	GONZALEZ, ADRIAN E	PER DIEM	258.00
00416511	JEONG, JISEOK	PER DIEM	430.00
00416521	NELSON, AMANDA SUSANNE	PER DIEM	860.00
00416523	OFFICE DEPOT INC	OFFICE SUPPLIES	1,064.34
00416540	SHRED IT INC	SHREDDING SERVICES	13.76
00416543	SOUZA MELLONE, MICHAEL C	PER DIEM	368.00
00416544	SOUZA MELLONE, MICHAEL C	EXPENSE REIMBURSEMENT	66.00
00416548	T JUNG INVESTIGATIONS	BACKGROUNDS	2,301.50
00416602	COLE PRO MEDIA, CORP	ENGAGEMENT ADVERTISING	4,000.00
00416617	FEDEX	POSTAGE	64.94
00416660	PERMANENTE MEDICAL GROUP INC, THE	MEDICAL EXAMS	6,600.00
00416669	ROY, MICHAEL L	PER DIEM	184.00
00416696	ARROWHEAD SCIENTIFIC INC	EVIDENCE SUPPLIES	1,590.99



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00416698	BAGEL STREET CAFE	RIMS TRAINING FOOD	2,631.26
00416701	BPS TACTICAL INC.	PD VESTS	1,464.75
00416704	CANON FINANCIAL SERVICES	LATE FEE	25.00
00416734	MILLER MENDEL INC	BACKGROUND	89.17
00416735	MILLER, JOHN PETER	PER DIEM	322.00
00416740	NJOROGE, JOSEPH NJIHIA	PER DIEM	322.00
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	198.88
00416758	SAFESTORE INC	EVIDENCE STORAGE	4,969.20
00416764	STATE OF CALIFORNIA	DOJ PRINTS	194.00
00416768	ULINE	EVIDENCE SUPPLIES	501.72
00416769	VERIZON WIRELESS	PATROL MODEMS	3,010.97
00416772	VIGIL JR, JOSEPH	PER DIEM	322.00
00949710	NATIONAL EMBLEM INC	PATCHES	1,847.41
00949910	CHAPLIN & HILL INVESTIGATIVE SERVICES	PROFESSIONAL SERVICES	20,603.43
<b>Police Community Policing</b>			
00416532	RODRIGUEZ, ALMA GABRIELA	EXPENSE REIMBURSEMENT	106.38
00416554	VIGILANT SOLUTIONS, LLC	ANNUAL SUBSCRIPTION	23,010.00
00416642	EMPLOYEE	ADVANCED DISABILITY PENSION	6,589.00
00416658	PEDREIRA, NICCO	EXPENSE REIMBURSEMENT	25.10
00416710	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00416722	EMPLOYEE	ADVANCED DISABILITY PENSION	5,855.50
00416727	HUNT AND SONS INC	FUEL	338.77
00416732	EMPLOYEE	ADVANCED DISABILITY PENSION	6,589.00
00416739	NICHOLAS K CORPORATION	TRUCK	43,646.25
00416741	NJOROGE, JOSEPH NJIHIA	EXPENSE REIMBURSEMENT	210.72
00416750	PRECISION AUTO BODY	VEHICLE DOOR PAINT	3,600.00
<b>Police Traffic Division</b>			
00416737	MUVZ INC	TRAFFIC EQUIPMENT	2,405.38
<b>Police Investigations</b>			
00416708	CLASSY GLASS TINTING	WINDOW TINTING	400.00
00416718	CONTRA COSTA COUNTY	LAB SERVICES	14,714.80
00416738	NAPA SOLANO SART	SART EXAM	2,400.00
00416760	SEROLOGICAL RESEARCH INSTITUTE	CRIME LAB	5,860.00
00416765	T MOBILE USA INC	CELL RECOVERY	215.00
00416768	ULINE	EVIDENCE SUPPLIES	2,403.55
00416771	VICTORY TACTICAL GEAR	BALLISTIC SHIELDS	23,333.90
<b>Police Communications</b>			
00416522	NET TRANSCRIPTS	TRANSCRIPT SERVICES	889.80
00416594	AT AND T MCI	MODEM	1,250.26
00416711	COMCAST	CONNECTION SERVICES	2,715.74
00416712	COMCAST	CONNECTION SERVICES	301.80
00416753	RADIO IP SOFTWARE INC	SUBSCRIPTION	24,125.00
<b>Office Of Emergency Management</b>			
00416594	AT AND T MCI	MODEM	476.55
<b>Police Community Volunteers</b>			
00416759	SAVE MART SUPERMARKETS	VIP WATER	71.88
<b>Police Facilities Maintenance</b>			
00416527	PACIFIC GAS AND ELECTRIC CO	GAS	31,567.34



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00416594	AT AND T MCI	MODEM	296.86
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	1,350.00
00416627	HONEYWELL INTERNATIONAL INC	QUATERLY MAINTENANCE	16,733.02
<b>Youth Network Services</b>			
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	694.90
00416659	PEREZ, WANDIE TORRES	EVENT FACE PAINTING	800.00
00416681	VERIZON WIRELESS	PHONES	105.14
<b>Housing and Homelessness</b>			
00416681	VERIZON WIRELESS	PHONES	52.72
<b>PSCR Administration</b>			
00416477	CANON FINANCIAL SERVICES	COPIER LEASE	204.13
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	455.37
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	175.00
00416681	VERIZON WIRELESS	PHONES	52.72
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	66.73
<b>Community Development Administration</b>			
00416523	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
00416691	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	241.95
<b>Community Development Land Planning Services</b>			
00416662	PLACEWORKS INC	CONSULTING SERVICES	11,573.18
00416691	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	9.57
00949703	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	1,335.22
<b>CD Code Enforcement</b>			
00416474	CACEO	CACEO CONFERENCE - SANI K.	770.00
00416483	CONTRA COSTA COUNTY	RECORDING/COPY FEES	60.00
00416488	DATA TICKET INC	CONSULTANTS	767.50
00416537	SHARJO LLC	NUISANCE ABATEMENT	28,546.70
00416691	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	16.14
<b>PW Engineer Land Development</b>			
00416470	BELLECCI AND ASSOCIATES	PROFESSIONAL SERVICES	3,373.00
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	171.74
00416594	AT AND T MCI	MODEM	60.11
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	43.02
00416681	VERIZON WIRELESS	DATA USAGE	38.01
00416770	VERIZON WIRELESS	DATA USAGE	52.72
<b>Community Development Building Inspection</b>			
00416487	CRYSTAL CLEAR LOGOS INC	PATCHES	12.62
00416499	FREEDOM FOREVER LLC	REFUND ENERGY INSP FEE	259.12
00416509	IPERMIT	REFUND ENERGY INSP FEE	147.60
00416691	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	61.45
<b>Capital Imp. Administration</b>			
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	227.17
<b>206 American Rescue Plan Fund</b>			
<b>Non Departmental</b>			
00416670	RUDRAM LLC	BRIDGE HOUSING	97,333.33
00949703	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	483.06





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**211 Delta Fair Property Fund**

**Non departmental**

**Parks & Open Space**

00949902	KLEINFELDER INC	PROFESSIONAL SERVICES	4,821.80
00949916	STAR CONSTRUCTION INC	PROGRESS PAYMENT #6	283,790.00

**212 CDBG Fund**

**CDBG**

00416606	CONTRA COSTA FAMILY JUSTICE ALLIANCE	CDBG SERVICES	4,169.32
00416609	COURT APPOINTED SPECIAL ADVOCATES	CDBG SERVICES	1,974.44
00416644	MEALS ON WHEELS & SR OUTREACH SVC	CDBG SERVICES	5,020.32
00416653	OPPORTUNITY JUNCTION	CDBG SERVICES	21,318.27
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	151.98

**213 Gas Tax Fund**

**Streets**

00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	58,276.33
00416656	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	231.06
00416744	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	496.31

**214 Animal Services Fund**

**Animal Services**

00416481	CHAMELEON SOFTWARE PRODUCTS	SOFTWARE	8,351.30
00416489	DATAMARS PETLINK	MICROCHIPS	2,424.00
00416493	EAST BAY VETERINARY EMERGENCY	EMERGENCY SERVICES	2,942.45
00416506	HILLS PET NUTRITION	PET FOOD	1,774.12
00416514	KOEFRAN SERVICES INC	CREMATION SERVICES	2,917.99
00416520	MWI VETERINARY SUPPLY CO	VET SUPPLIES	2,244.96
00416527	PACIFIC GAS AND ELECTRIC CO	GAS	1,661.44
00416549	TONY LA RUSSA'S ANIMAL RESCUE	SAFETY NET	1,162.75
00416557	ZOETIS LLC	VET SUPPLIES	1,035.89
00416603	CONCORD FEED	OPERATING SUPPLIES	478.00
00416682	VICTOR MEDICAL COMPANY	RESCUE CONCENTRATE	243.08
00416688	AIRGAS, INC	VET SUPPLIES	98.74
00416709	COGENT SOLUTIONS AND SUPPLIES	OPERATING SUPPLIES	97.37

**215 Civic Arts Fund**

**Civic Arts**

00416720	DPH SOUND AND LIGHTING	SOUND FOR EVENT	5,112.40
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**216 Park-In-Lieu Fund**

**Parks & Open Space**

00416501	GATES AND ASSOCIATES INC	MARCHETTI PARK DESIGN	75.00
00416533	ROYSTON HANAMOTO ALLEY & ABEY	PROFESSIONAL SERVICES	4,657.50

**218 Senior Bus Fund**

**Senior Bus**

00416551	TRI DELTA TRANSIT	TRI DELTA BUS PASSES	5,500.00
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**219 Recreation Fund**

**Non departmental**

00416604	CONTRA COSTA COUNTY	SR CENTER MEAL PROGRAM	2,079.00
00416625	HERITAGE TRACK & FIELD	REFUND DEPOSIT	500.00
00416630	JOHNSON, CARMELIA	REFUND DEPOSIT	200.00



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**Nick Rodriguez Community Cent**

00416460	AMERICAN STAGE TOURS	RED HAWK CASINO	1,800.00
00416473	BRADY INDUSTRIES	JANITORIAL SUPPLIES	820.71
00416476	CANON FINANCIAL SERVICES	COPIER USAGE	287.28
00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	8,997.71
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	19.09
00416594	AT AND T MCI	MODEM	76.86
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	167.56
00416627	HONEYWELL INTERNATIONAL INC	QUATERLY MAINTENANCE	12,329.60
00416702	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,022.93

**Recreation Sports Programs**

00416503	GONZALEZ-ALSTON, ZONIA V	CONTRACTOR PAYMENT	488.40
00416523	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9,223.40
00416594	AT AND T MCI	MODEM	30.83
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	75.00
00416681	VERIZON WIRELESS	DATA USAGE	49.02

**Recreation-Comm Center**

00416468	BE EXCEPTIONAL	CONTRACTOR PAYMENT	3,487.20
00416517	LIMBLE SOLUTIONS INC	PROFESSIONAL SERVICES	1,380.00
00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	12,689.88
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	30.06
00416593	AT AND T MCI	PHONES	63.15
00416594	AT AND T MCI	MODEM	31.96
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	336.52
00416598	BE EXCEPTIONAL	CONTRACTOR PAYMENT	562.80
00416627	HONEYWELL INTERNATIONAL INC	QUATERLY MAINTENANCE	22,897.82
00416646	MITY LITE INC	ROUND TABLES	4,779.66
00416751	PRECISION PLUMBING & CONTRACTING INC	PLUMBING SERVICES	165.00
00416766	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,496.84

**Recreation Water Park**

00416513	KNORR SYSTEMS INC	CHEMICALS	1,062.14
00416517	LIMBLE SOLUTIONS INC	INVOICE FOR LIMBLE CMMS	2,940.00
00416523	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
00416527	PACIFIC GAS AND ELECTRIC CO	GAS	15,134.13
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	519.07
00416594	AT AND T MCI	MODEM	180.32
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	546.71
00416627	HONEYWELL INTERNATIONAL INC	QUATERLY MAINTENANCE	5,284.12
00416633	KNORR SYSTEMS INC	FUEL SURCHARGE	481.69
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
00416729	KNORR SYSTEMS INC	CHEMICALS	1,760.20
00416766	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,138.66

**221 Asset Forfeiture Fund**

**Non departmental**

00416536	SCALES, DIONNTAE	ASSET FORFEITURE	1,885.00
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<b>222</b>	<b>Measure C/J Fund</b>		
<b>Streets</b>			
00416612	DC ELECTRIC GROUP INC	CONTRA LOMA ENHACEMENT	2,559.88
00416678	TERRACARE ASSOCIATES	ENHANCEMENT CREW	88,892.57
00416684	WATERSAVERS IRRIGATION, INC	LONE TREE ENHANCEMENT	11,099.51
00416689	ALL STAR RENTS	EQUIPMENT RENTAL	932.94
00416695	ARBORICULTURAL SPECIALTIES, INC	LONE TREE ENHANCEMENT	49,500.00
00416731	MCARDLE DESIGN INC	LONE TREE ENHANCEMENT	13,328.66
00416747	PEREZ NURSERY AND LANDSCAPING	MEDIAN ENCHANCEMENT	1,538.75
00416774	WATERSAVERS IRRIGATION, INC	IRRIGATION ENHANCEMENT	138.02
<b>226</b>	<b>Solid Waste Reduction Fund</b>		
<b>Solid Waste</b>			
00416728	KETTLE CREEK CORP	PARK RECYCLING BARNs	25,460.98
<b>229</b>	<b>Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>			
00416528	PARVINDER K GIR	DELIVERY SERVICE	7,902.32
00416541	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
00416638	LIVE OAK ASSOCIATES INC	SITE SURVEY	1,470.02
00416650	OCCUPATIONAL HEALTH CENTERS OF CA	MEDICAL	134.00
00416673	SILVA LANDSCAPE	LANDSCAPE MAINTENANCE	4,320.00
00416742	NOMAD ECOLOGY LLC	SURVEYS - BIOLOGIST	6,946.97
00416745	PARVINDER K GIR	DELIVERY SERVICE	19,473.53
00416746	PEPPER INVESTMENTS INC	PEST CONTROL	1,050.00
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>			
00416594	AT AND T MCI	MODEM	123.32
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,433.93
00416766	TERRACARE ASSOCIATES	TURF MOWING	194.85
<b>Lonetree Maintenance Zone 2</b>			
00416594	AT AND T MCI	MODEM	212.70
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	11,001.54
<b>Lonetree Maintenance Zone 3</b>			
00416594	AT AND T MCI	MODEM	92.49
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	10,262.75
<b>Lonetree Maintenance Zone 4</b>			
00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	104.71
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,493.85
00416766	TERRACARE ASSOCIATES	TURF MOWING	311.69
<b>252</b>	<b>Downtown SLLMD Fund</b>		
<b>Downtown Maintenance</b>			
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,311.42
00416747	PEREZ NURSERY AND LANDSCAPING	DOWNTWN ENHACENMENT	748.74
00416766	TERRACARE ASSOCIATES	TURF MOWING	194.85
<b>253</b>	<b>Almondridge SLLMD Fund</b>		
<b>Almondridge Maintenance</b>			
00416612	DC ELECTRIC GROUP INC	VIERA CONTROLLER	356.16
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,434.19





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**254 Hillcrest SLLMD Fund**

***Hillcrest Maintenance Zone 1***

00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	342.40
00416594	AT AND T MCI	MODEM	61.66
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,298.61
00416766	TERRACARE ASSOCIATES	TURF MOWING	506.60

***Hillcrest Maintenance Zone 2***

00416594	AT AND T MCI	MODEM	215.81
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	12,142.62
00416766	TERRACARE ASSOCIATES	TURF MOWING	693.64

***Hillcrest Maintenance Zone 4***

00416594	AT AND T MCI	MODEM	183.43
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,926.34
00416766	TERRACARE ASSOCIATES	TURF MOWING	389.69

**255 Park 1A Maintenance District Fund**

***Park 1A Maintenance District***

00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	193.42
00416594	AT AND T MCI	PHONES	30.83
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	145.00
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,438.12
00416714	COMCAST	CONNECTION SERVICES	113.80
00416744	PACIFIC GAS AND ELECTRIC CO	GAS	90.26
00416766	TERRACARE ASSOCIATES	TURF MOWING	506.60

**256 Citywide 2A Maintenance District Fund**

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

00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,810.86
00416766	TERRACARE ASSOCIATES	TURF MOWING	7.79

***Citywide 2A Maintenance Zone 4***

00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	47.27
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,306.83

***Citywide 2A Maintenance Zone 5***

00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	284.32
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,452.86

***Citywide 2A Maintenance Zone 6***

00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,309.97
00416719	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	356.16
00416766	TERRACARE ASSOCIATES	TURF MOWING	467.62

***Citywide 2A Maintenance Zone 8***

00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	6,742.54
00416766	TERRACARE ASSOCIATES	TURF MOWING	38.96

***Citywide 2A Maintenance Zone 9***

00416594	AT AND T MCI	MODEM	123.32
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	6,142.90
00416766	TERRACARE ASSOCIATES	TURF MOWING	116.91

***Citywide 2A Maintenance Zone10***

00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	3,033.67
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**257 SLLMD Administration Fund**

**SLLMD Administration**

00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,973.79
00416594	AT AND T MCI	PHONES	123.36
00416649	NUTRIEN AG SOLUTIONS	FERTILIZER	5,970.40
00416691	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	102.07
00416694	ANTIOCH ACE HARDWARE	SUPPLIES	1,053.51
00416724	HAWTHORN VENTURES LLC	UNIFORMS	288.64
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	145.34
00416766	TERRACARE ASSOCIATES	TURF MOWING	467.80
00949706	GINGER LABS INC	NOTABILITY LIC	42.00
00949914	ROADSAFE TRAFFIC SYSTEMS INC	TRAFFIC SIGNS	857.71

**259 East Lone Tree SLLMD Fund**

**Zone 1-District 10**

00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	73.29
00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,981.92
00416719	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	121.04

**281 CFD 2018-01 Public Services Fund**

**CFD 2018-01 Maintenance**

00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,305.14
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**283 CFD 2022-01 Public Services Fund**

**CFD 2018-01 Maintenance**

00416678	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	406.85
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**569 Vehicle Replacement Fund**

**Equipment Maintenance**

00416648	NICHOLAS K CORPORATION	LIGHTING	129,558.10
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**570 Equipment Maintenance Fund**

**Non departmental**

00416507	HUNT AND SONS INC	FUEL	3,550.05
00416628	HUNT AND SONS INC	FUEL	11,591.37

**Equipment Maintenance**

00416454	AFFORDABLE TIRE CENTER	SMOG CHECK	60.00
00416471	BILL BRANDT FORD	PUMP REPLACEMENT	3,478.90
00416515	LES SCHWAB TIRES OF CALIFORNIA	TIRE REPLACEMENT	552.49
00416516	LIM AUTOMOTIVE SUPPLY INC	PARTS	946.44
00416524	OREILLY AUTO PARTS	PARTS	346.38
00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,042.26
00416539	SHIELDS HARPER AND CO	FUEL NOZZLE KIT	2,417.66
00416547	STOMMEL INC	PARTS	34.58
00416555	WALNUT CREEK FORD	PARTS	527.57
00416587	AFFORDABLE TIRE CENTER	WHEEL ALIGNMENT	1,105.00
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	298.14
00416601	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	142.24
00416636	LIM AUTOMOTIVE SUPPLY INC	PARTS	966.94
00416654	OREILLY AUTO PARTS	PARTS	1,177.00
00416683	WALNUT CREEK FORD	PARTS	862.90
00949711	PETERSON TRACTOR CO	AUTO REPAIR PARTS	305.01
00949905	PETERSON TRACTOR CO	PARTS	737.16



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**573 Information Services Fund**

**Information Services**

00416594	AT AND T MCI	MODEM	118.65
00416770	VERIZON WIRELESS	DATA USAGE	262.85

**Network Support & PCs**

00416458	AMERICAN MESSAGING	PAGER & PAGECOPY SVC	69.01
00416594	AT AND T MCI	MODEM	81.40
00416711	COMCAST	CONNECTION SERVICES	2,715.73
00416713	COMCAST	CONNECTION SERVICES	306.80
00949704	CARTER, RONN	CAMERA OPERATOR	787.50
00949706	GINGER LABS INC	NOTABILITY LIC	42.00

**Telephone System**

00416593	AT AND T MCI	PHONES	3,250.78
00416594	AT AND T MCI	PHONES	2,277.99

**GIS Support Services**

00416681	VERIZON WIRELESS	DATA USAGE	38.01
00416770	VERIZON WIRELESS	DATA USAGE	996.24

**577 Post Retirement Medical-Police Fund**

**Non Departmental**

00416558	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00416566	RETIREE	MEDICAL AFTER RETIREMENT	1,477.26
00416570	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00416572	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00416573	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00416575	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00416576	RETIREE	MEDICAL AFTER RETIREMENT	96.74
00416577	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00416579	RETIREE	MEDICAL AFTER RETIREMENT	1,783.68
00416580	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949713	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949714	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949715	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00949720	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00949721	RETIREE	MEDICAL AFTER RETIREMENT	404.78
00949723	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949724	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00949728	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949730	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949737	RETIREE	MEDICAL AFTER RETIREMENT	1,021.41
00949738	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949743	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949745	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00949747	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00949750	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00949760	RETIREE	MEDICAL AFTER RETIREMENT	1,557.12
00949766	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949767	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00949768	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82



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00949782	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949783	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00949784	RETIREE	MEDICAL AFTER RETIREMENT	232.43
00949785	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949788	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00949790	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00949797	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00949798	RETIREE	MEDICAL AFTER RETIREMENT	609.06
00949799	RETIREE	MEDICAL AFTER RETIREMENT	1,838.54
00949800	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949803	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00949812	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949815	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00949818	RETIREE	MEDICAL AFTER RETIREMENT	2,383.00
00949822	RETIREE	MEDICAL AFTER RETIREMENT	935.09
00949824	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00949825	RETIREE	MEDICAL AFTER RETIREMENT	1,438.01
00949832	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949834	RETIREE	MEDICAL AFTER RETIREMENT	1,124.55
00949837	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949838	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00949840	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949841	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00949845	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00949854	RETIREE	MEDICAL AFTER RETIREMENT	656.87
00949855	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949857	RETIREE	MEDICAL AFTER RETIREMENT	1,387.69
00949865	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949866	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949868	RETIREE	MEDICAL AFTER RETIREMENT	475.66
00949870	RETIREE	MEDICAL AFTER RETIREMENT	55.00
00949871	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949875	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949876	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949879	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00949885	RETIREE	MEDICAL AFTER RETIREMENT	852.80
00949889	RETIREE	MEDICAL AFTER RETIREMENT	757.82
00949890	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00949892	RETIREE	MEDICAL AFTER RETIREMENT	21.52
00949894	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>			
00416559	RETIREE	MEDICAL AFTER RETIREMENT	172.00
00416562	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416563	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00416565	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416568	RETIREE	MEDICAL AFTER RETIREMENT	419.79
00416569	RETIREE	MEDICAL AFTER RETIREMENT	167.79



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00416581	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416582	RETIREE	MEDICAL AFTER RETIREMENT	289.77
00949712	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949716	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00949717	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949719	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949722	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949727	RETIREE	MEDICAL AFTER RETIREMENT	76.69
00949732	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949735	RETIREE	MEDICAL AFTER RETIREMENT	407.77
00949736	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949739	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949740	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949741	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949744	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949751	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949754	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949757	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949759	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949761	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949762	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949763	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949764	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949765	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949772	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949773	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949774	RETIREE	MEDICAL AFTER RETIREMENT	155.52
00949775	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00949776	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949780	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949781	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949791	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949792	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949796	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949802	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949807	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949808	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949809	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949811	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949813	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949819	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949821	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949827	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949831	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949833	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949835	RETIREE	MEDICAL AFTER RETIREMENT	42.00
00949839	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949842	RETIREE	MEDICAL AFTER RETIREMENT	79.69



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00949844	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949848	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949853	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949856	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949861	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949873	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949878	RETIREE	MEDICAL AFTER RETIREMENT	24.32
00949881	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949888	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949891	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949893	RETIREE	MEDICAL AFTER RETIREMENT	316.38
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>			
00416560	RETIREE	MEDICAL AFTER RETIREMENT	1,476.00
00416561	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00416564	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416567	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416571	RETIREE	MEDICAL AFTER RETIREMENT	397.82
00416574	RETIREE	MEDICAL AFTER RETIREMENT	81.52
00416578	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00416583	RETIREE	MEDICAL AFTER RETIREMENT	445.66
00416584	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00416585	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949718	RETIREE	MEDICAL AFTER RETIREMENT	316.68
00949725	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949726	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949729	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949731	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00949733	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00949734	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949742	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949746	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949748	RETIREE	MEDICAL AFTER RETIREMENT	92.00
00949749	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00949752	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00949753	RETIREE	MEDICAL AFTER RETIREMENT	209.01
00949755	RETIREE	MEDICAL AFTER RETIREMENT	451.37
00949756	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949758	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00949769	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949770	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949771	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949777	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00949778	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949779	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949786	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00949787	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00949789	RETIREE	MEDICAL AFTER RETIREMENT	316.38





CLAIMS BY FUND REPORT  
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00949793	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949794	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00949795	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949801	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949804	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949805	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949806	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949810	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00949814	RETIREE	MEDICAL AFTER RETIREMENT	656.20
00949816	RETIREE	MEDICAL AFTER RETIREMENT	609.06
00949817	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949820	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00949823	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00949826	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00949828	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949829	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949830	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949836	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949843	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949846	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949847	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949849	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949850	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00949851	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949852	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949858	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949859	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949860	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949862	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00949863	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00949864	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949867	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00949869	RETIREE	MEDICAL AFTER RETIREMENT	318.86
00949872	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949874	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949877	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00949880	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949882	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949883	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949884	RETIREE	MEDICAL AFTER RETIREMENT	1,605.42
00949886	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949887	RETIREE	MEDICAL AFTER RETIREMENT	1,987.00
<b>611</b>	<b>Water Fund</b>		
<b>Non departmental</b>			
00416462	ANIXTER INC	KEYS	29.93
00416545	STANDARD PLUMBING SUPPLY CO. INC.	CONCRETE	476.32
00416588	AIRGAS, INC	GLOVES	1,060.45
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	57.38



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
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00416616	FASTENAL CO	SUPPLIES	3,841.25
00416619	GEMPLER'S INC	SUPPLIES	40.65
00416692	AMERICAN TEXTILE AND SUPPLY INC	RAGS	743.01
00416702	BRADY INDUSTRIES	JANITORIAL SUPPLIES	5,237.60
00416724	HAWTHORN VENTURES LLC	HARD HATS	1,096.20
00949707	GRAINGER INC	PVC CUTTERS	194.68
00949898	GRAINGER INC	SUPPLIES	348.94
00949899	HAMMONS SUPPLY COMPANY	JANITORIAL SUPPLIES	855.35
00949911	GRAINGER INC	SUPPLIES	539.19
00949912	HAMMONS SUPPLY COMPANY	JANITORIAL SUPPLIES	516.19
<b>Water Supervision</b>			
00416681	VERIZON WIRELESS	DATA USAGE	76.02
00416691	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	51.03
00416770	VERIZON WIRELESS	DATA USAGE	198.27
00949706	GINGER LABS INC	NOTABILITY LIC	21.00
<b>Water Production</b>			
00416461	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00416463	ANNUVIA	AED'S	64.36
00416478	CANON FINANCIAL SERVICES	COPIER LEASE	254.50
00416485	CONTRA COSTA WATER DISTRICT	LONE TREE WA	188,898.75
00416496	EXPONENT INC	PROFESSIONAL SERVICES	539.50
00416504	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,185.35
00416505	HAWTHORN VENTURES LLC	HATS	1,277.49
00416519	MORENO, SANTIAGO XIPI	EXPENSE REIMBURSEMENT	235.00
00416527	PACIFIC GAS AND ELECTRIC CO	GAS	131,712.15
00416553	VESTIS GROUP INC	SUPPLIES	650.04
00416556	WESTERN PACIFIC TRUCK SCHOOL	DMV TESTING FEE	1,000.00
00416590	AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP RENEWAL	8,058.00
00416591	ANTIOCH ACE HARDWARE	HOSE	169.94
00416593	AT AND T MCI	PHONES	126.28
00416594	AT AND T MCI	MODEM	825.49
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	1,750.22
00416607	CONTRA COSTA WATER DISTRICT	MAIN CANAL.	1,272,993.65
00416608	CORRPRO COMPANIES INC	CATHODIC PROTECTION	8,000.00
00416611	CRYSTAL CLEAR LOGOS INC	JACKETS	2,520.74
00416618	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	458.45
00416621	HACH CO	STANDARDS AND PARTS	3,274.62
00416623	HAWTHORN VENTURES LLC	UNIFORMS	759.95
00416624	HD SUPPLY INC	SMALL TOOLS	1,336.07
00416632	KERN OIL FILTER RECYCLING, LLC	WASTE DIESEL DISPOSAL	800.00
00416636	LIM AUTOMOTIVE SUPPLY INC	BATTERY	369.77
00416637	LINE X KUSTOM AND ACCESSORIES	LABOR	613.50
00416643	MCMASTER CARR SUPPLY CO	PLASTIC PARTS	41.30
00416650	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	780.00
00416665	REINHOLDT ENGINEERING CONSTR	INSPECTION	175.00
00416666	RICE LAKE WEIGHING SYSTEMS INC	LAB THERMOMETERS	254.50
00416680	UNIVAR SOLUTIONS USA INC	CHEMICALS	23,359.47
00416681	VERIZON WIRELESS	DATA USAGE	38.01





CLAIMS BY FUND REPORT  
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00416685	WILSON, DAVID	EXPENSE REIMBURSEMENT	45.00
00416697	AT AND T MCI	PHONES	126.28
00416700	BORGES AND MAHONEY	ELECTRICAL PARTS	1,878.28
00416724	HAWTHORN VENTURES LLC	SAFTEY SHOES-REYES, A	166.37
00416725	HOME DEPOT, THE	FENCE TIES	892.09
00416726	HUGHES, DECLAN M	EXPENSE REIMBURSEMENT	16.20
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	38.75
00416770	VERIZON WIRELESS	DATA USAGE	145.70
00416773	WALNUT CREEK FORD	STEPS	630.92
00416775	WOODLAND, BENJAMIN MARCUS	EXPENSE REIMBURSEMENT	90.00
00949703	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	248.32
00949705	EUROFINS EATON ANALYTICAL INC	TESTING	960.00
00949708	IDEXX LABORATORIES INC	LAB SUPPLIES	2,115.34
00949911	GRAINGER INC	ELECTRICAL COMPONENTS	4,682.57
<b>Water Distribution</b>			
00416464	ANTIOCH ACE HARDWARE	HOSE MATERIAL	290.22
00416482	CHECK PROCESSORS INC	UTILITY PAYMENT CENTER	521.65
00416491	DELTA DIABLO	WATER	19,783.70
00416497	FASTENAL CO	IMPACT WRENCH	377.89
00416500	G AND S PAVING	SERVICE CUTS	36,246.22
00416505	HAWTHORN VENTURES LLC	HATS	1,483.66
00416510	ISINGS CULLIGAN	WATER	25.63
00416525	PACE SUPPLY CORP	WATER PIPE	1,641.15
00416526	PACIFIC CREDIT SERVICES	COLLECTION FEES	365.66
00416527	PACIFIC GAS AND ELECTRIC CO	GAS	4.33
00416530	ROBERTS AND BRUNE CO	BALL VALVES	461.83
00416534	RT LAWRENCE CORP	WATER PAYMENT LOCKBOX	1,760.00
00416552	ULINE	BAGS	127.96
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	385.51
00416591	ANTIOCH ACE HARDWARE	SCREWS	3.35
00416592	ANTIOCH BUILDING MATERIALS	PAVING MATERIAL	16,999.83
00416594	AT AND T MCI	MODEM	30.83
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	105.00
00416599	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	45,900.00
00416620	GRANITE CONSTRUCTION CO	EZ STREET	2,087.57
00416623	HAWTHORN VENTURES LLC	SAFETY ACCESORIES	48.91
00416641	M AND L OVERHEAD DOORS	FULTON GATE REPAIR	894.48
00416650	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	1,591.00
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	57.58
00416655	PACE SUPPLY CORP	METER VALVES	3,781.35
00416667	ROBERTS AND BRUNE CO	HYDRANT BOLTS	904.34
00416674	STANDARD PLUMBING SUPPLY CO. INC.	PIPE FITTINGS	275.49
00416691	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	204.11
00416694	ANTIOCH ACE HARDWARE	SUPPLIES	19.73
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	83.20
00416770	VERIZON WIRELESS	DATA USAGE	1,895.26
00949707	GRAINGER INC	TINTED GLASSES	323.98
00949709	INFOSEND INC	PRINT & MAIL SERVICES	4,026.36



CLAIMS BY FUND REPORT  
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00949900	INFOSEND INC	PRINT & MAIL SERVICES	1,856.78
00949906	RED WING SHOE STORE	SAFETY SHOES- DINGLE, T	300.00
00949911	GRAINGER INC	SUPPLIES	79.93
00949913	INFOSEND INC	PRINT & MAIL SERVICES	3,503.25
<b>Public Buildings &amp; Facilities</b>			
00416703	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	978.75
00416705	CDM SMITH INC	PROFESSIONAL SERVICES	172,942.13
<b>Water Systems</b>			
00416655	PACE SUPPLY CORP	METER BOX LIDS	26,084.28
<b>621</b>	<b>Sewer Fund</b>		
<b>Swr-Wastewater Administration</b>			
00416464	ANTIOCH ACE HARDWARE	BATTERIES	641.90
00416482	CHECK PROCESSORS INC	UTILITY PAYMENT CENTER	521.64
00416500	G AND S PAVING	SERVICE CUTS	36,246.21
00416510	ISINGS CULLIGAN	OCTOBER WATER 2024	25.63
00416527	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,356.75
00416534	RT LAWRENCE CORP	WATER PAYMENT LOCKBOX	1,760.00
00416589	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	154.96
00416591	ANTIOCH ACE HARDWARE	TOOLS	430.26
00416592	ANTIOCH BUILDING MATERIALS	PAVING MATERIAL	16,999.84
00416594	AT AND T MCI	MODEM	62.79
00416599	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	45,900.00
00416615	EAST BAY MUNICIPAL UTILITY DISTRICT	ASSOC DUES	2,581.00
00416616	FASTENAL CO	TOOL	39.17
00416620	GRANITE CONSTRUCTION CO	EZ STREET	2,087.58
00416634	LANG, ZACHARY	EXPENSE REIMBURSEMENT	209.00
00416639	LOONEY, ZACHARY MICHAEL	EXPENSE REIMBURSEMENT	224.00
00416641	M AND L OVERHEAD DOORS	FULTON GATE REPAIR	894.47
00416650	OCCUPATIONAL HEALTH CENTERS OF CA	MEDICAL	165.00
00416651	OFFICE DEPOT INC	OFFICE SUPPLIES	57.59
00416681	VERIZON WIRELESS	PHONES	38.01
00416691	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	153.09
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	44.46
00416749	PONDER ENVIRONMENTAL SERVICES INC	SEWER GRIT HAULING	7,989.30
00416757	ROBERTS AND BRUNE CO	SUPPLIES	3,552.61
00416770	VERIZON WIRELESS	DATA USAGE	3,035.00
00949706	GINGER LABS INC	NOTABILITY LIC	63.00
00949709	INFOSEND INC	PRINT & MAIL SERVICES	4,026.38
00949900	INFOSEND INC	PRINT & MAIL SERVICES	1,856.77
00949904	OWEN EQUIPMENT SALES	VACTOR TRUCK SERVICE	880.64
00949911	GRAINGER INC	CAM ADAPTER	59.03
00949913	INFOSEND INC	PRINT & MAIL SERVICES	3,503.24
<b>631</b>	<b>Marina Fund</b>		
<b>Non departmental</b>			
00416546	STATE BOARD OF EQUALIZATION	SALES TAX REMIT	1,292.18
<b>Marina Administration</b>			
00416527	PACIFIC GAS AND ELECTRIC CO	GAS	5,115.52
00416596	BAY ALARM COMPANY	NOVEMBER MAINTENANCE	369.16



CLAIMS BY FUND REPORT  
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00416677	STEPHANIES AUTO CLEARANCE	BOAT LIEN SALE APPLICATION	55.00
00416715	COMCAST	CONNECTION SERVICES	698.51
00416716	COMCAST	CONNECTION SERVICES	698.81
00416719	DC ELECTRIC GROUP INC	B DOCK OUTLET REPAIR	178.08
00416743	OFFICE DEPOT INC	OFFICE SUPPLIES	163.34



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Lauren Posada, City Treasurer *LP*

**SUBJECT:** Approval of Treasurer's Report for October of 2024

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file October 2024 Treasurer's Report.

### **FISCAL IMPACT**

There is no fiscal impact of this action.

### **DISCUSSION**

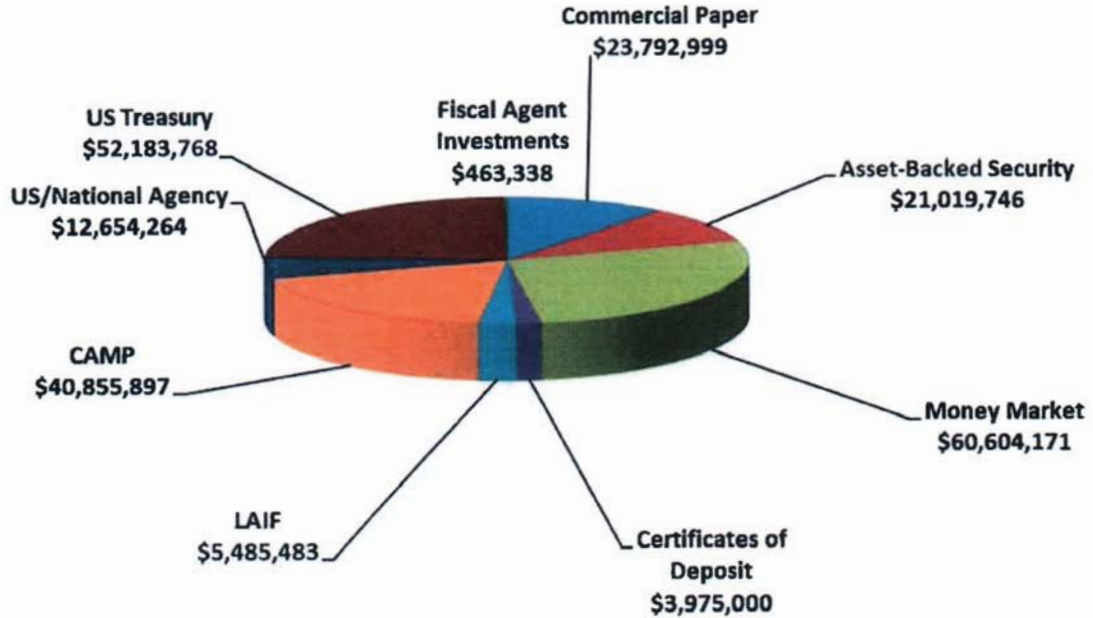
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

### **ATTACHMENTS**

A. City Treasurer's Report

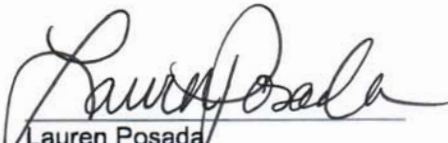
**CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

**October 31, 2024**



**Total of City and Fiscal Agent Investments = \$221,034,666**

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

  
Lauren Posada  
City Treasurer

  
Dawn Merchant  
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds (ABAG)	44,750
Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev)	263,998
Antioch Development Agency 2009 Tax Allocation Bonds	154,590
	<u><u>\$463,338</u></u>



## Consolidated Summary Statement

## Account Statement

For the Month Ending **October 31, 2024**

City of Antioch

### Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
CAMP Pool	172,417.90	40,855,897.25	5.01 %
CAMP Managed Account	400,786.29	113,829,629.79	* N/A
<b>Total</b>	<b>\$573,204.19</b>	<b>\$154,685,527.04</b>	

\* Not Applicable

### Investment Allocation

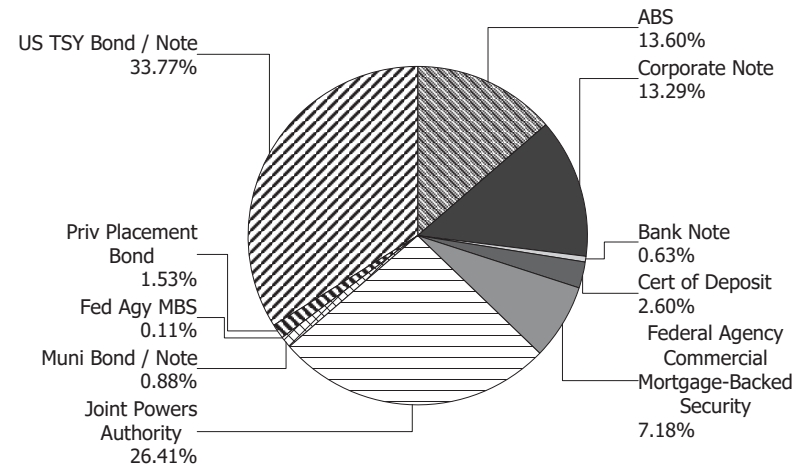
Investment Type	Closing Market Value	Percent
Asset-Backed Security	21,032,678.41	13.60
Corporate Note	20,561,346.92	13.29
Bank Note	981,127.23	0.63
Certificate of Deposit	4,023,496.20	2.60
Federal Agency Commercial Mortgage-Backed Security	11,108,455.92	7.18
Joint Powers Authority	40,855,897.25	26.41
Municipal Bond / Note	1,366,429.25	0.88
Federal Agency Mortgage-Backed Security	165,076.93	0.11
Corporate Note	2,369,407.33	1.53
U.S. Treasury Bond / Note	52,221,611.60	33.77
<b>Total</b>	<b>\$154,685,527.04</b>	<b>100.00%</b>

### Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	40,855,897.25	26.41
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	0.00	0.00
181 days to 1 year	3,095,509.00	2.00
1 to 2 years	34,692,969.35	22.43
2 to 3 years	60,530,189.16	39.13
3 to 4 years	8,217,124.82	5.31
4 to 5 years	7,128,760.53	4.61
Over 5 years	165,076.93	0.11
<b>Total</b>	<b>\$154,685,527.04</b>	<b>100.00%</b>

**Weighted Average Days to Maturity**      **636**

### Sector Allocation





## Consolidated Summary Statement

## Account Statement

For the Month Ending **October 31, 2024**

City of Antioch

Account Number	Account Name	Opening Market Value	Purchases / Deposits	Redemptions / Sales/ Maturities	Unsettled Trades	Change in Value	Closing Market Value	Cash Dividends and Income
6090-001	City of Antioch	40,135,715.66	171,074.31	0.00	0.00	0.00	40,306,789.97	171,074.31
6090-002	Investment Portfolio	114,413,901.54	15,248,510.85	(14,875,918.62)	569,940.21	(977,696.91)	114,378,737.07	402,129.88
<b>Total</b>		<b>\$154,549,617.20</b>	<b>\$15,419,585.16</b>	<b>(\$14,875,918.62)</b>	<b>\$569,940.21</b>	<b>(\$977,696.91)</b>	<b>\$154,685,527.04</b>	<b>\$573,204.19</b>





## Account Statement - Transaction Summary

For the Month Ending **October 31, 2024**

City of Antioch - City of Antioch - 6090-001

### CAMP Pool

Opening Market Value	40,135,715.66
Purchases	171,074.31
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

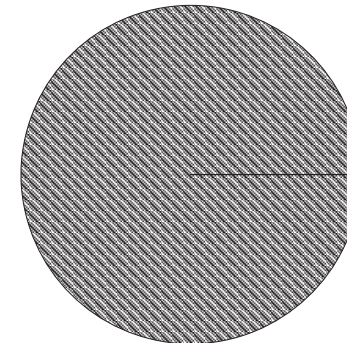
**Closing Market Value** **\$40,306,789.97**

Cash Dividends and Income 171,074.31

### Asset Summary

	<b>October 31, 2024</b>	<b>September 30, 2024</b>
<b>CAMP Pool</b>	40,306,789.97	40,135,715.66
<b>Total</b>	<b>\$40,306,789.97</b>	<b>\$40,135,715.66</b>

### Asset Allocation



CAMP Pool  
100.00%



## Account Statement

For the Month Ending **October 31, 2024**

City of Antioch - City of Antioch - 6090-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>40,135,715.66</b>
10/31/24	11/01/24	Accrual Income Div Reinvestment - Distributions	1.00	171,074.31	40,306,789.97
<b>Closing Balance</b>					<b>40,306,789.97</b>

	Month of October	Fiscal YTD July-October		
<b>Opening Balance</b>	40,135,715.66	34,635,372.65	<b>Closing Balance</b>	40,306,789.97
<b>Purchases</b>	171,074.31	5,671,417.32	<b>Average Monthly Balance</b>	40,141,234.19
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>	5.03%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>40,306,789.97</b>	<b>40,306,789.97</b>		
<b>Cash Dividends and Income</b>	171,074.31	671,417.32		



## Account Statement - Transaction Summary

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

### CAMP Pool

Opening Market Value	138,243.25
Purchases	7,833,795.22
Redemptions	(7,422,931.19)
Unsettled Trades	0.00
Change in Value	0.00

**Closing Market Value** **\$549,107.28**

Cash Dividends and Income 1,343.59

### CAMP Managed Account

Opening Market Value	114,275,658.29
Purchases	7,414,715.63
Redemptions	(7,452,987.43)
Unsettled Trades	569,940.21
Change in Value	(977,696.91)

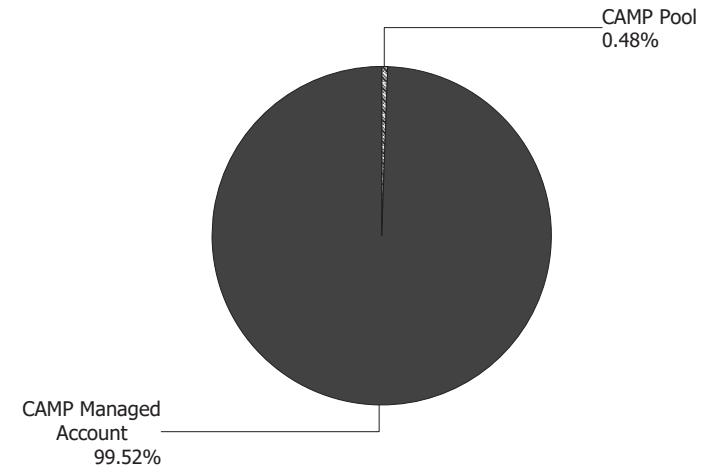
**Closing Market Value** **\$113,829,629.79**

Cash Dividends and Income 400,786.29

### Asset Summary

	<b>October 31, 2024</b>	<b>September 30, 2024</b>
<b>CAMP Pool</b>	549,107.28	138,243.25
<b>CAMP Managed Account</b>	113,829,629.79	114,275,658.29
<b>Total</b>	<b>\$114,378,737.07</b>	<b>\$114,413,901.54</b>

### Asset Allocation





## Managed Account Summary Statement

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
<b>Opening Market Value</b>	<b>\$138,243.25</b>	<b>Opening Market Value</b>	<b>\$114,275,658.29</b>	<b>Opening Market Value</b>	<b>\$114,413,901.54</b>
Purchases	7,833,795.22	Maturities/Calls	(863,731.09)		
Redemptions	(7,422,931.19)	Principal Dispositions	(6,589,256.34)		
		Principal Acquisitions	7,414,715.63		
		Unsettled Trades	569,940.21		
		Change in Current Value	(977,696.91)		
<b>Closing Market Value</b>	<b>\$549,107.28</b>	<b>Closing Market Value</b>	<b>\$113,829,629.79</b>	<b>Closing Market Value</b>	<b>\$114,378,737.07</b>
Dividend	1,343.59				

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	379,464.19	<b>Closing Cash Balance</b>	<b>\$0.00</b>
Less Purchased Interest Related to Interest/Coupons	(8,215.56)		
Plus Net Realized Gains/Losses	29,537.66		
<b>Total Cash Basis Earnings</b>	<b>\$400,786.29</b>		

Earnings Reconciliation (Accrual Basis)	Managed Account	Total	Cash Transactions Summary- Managed Account	
Ending Amortized Value of Securities	113,625,776.86	114,174,884.14	Maturities/Calls	345,000.00
Ending Accrued Interest	1,007,597.03	1,007,597.03	Sale Proceeds	6,658,753.28
Plus Proceeds from Sales	9,994,039.15	17,416,970.34	Coupon/Interest/Dividend Income	309,967.25
Plus Proceeds of Maturities/Calls/Principal Payments	863,731.09	863,731.09	Principal Payments	518,731.09
Plus Coupons/Dividends Received	309,967.25	309,967.25	Security Purchases	(7,422,931.19)
Less Cost of New Purchases	(11,305,354.23)	(19,139,149.45)	Net Cash Contribution	(409,520.43)
Less Beginning Amortized Value of Securities	(113,037,798.38)	(113,176,041.63)	Reconciling Transactions	0.00
Less Beginning Accrued Interest	(1,003,479.88)	(1,003,479.88)		
Dividends	0.00	1,343.59		
<b>Total Accrual Basis Earnings</b>	<b>\$454,478.89</b>	<b>\$455,822.48</b>		



## Portfolio Summary and Statistics

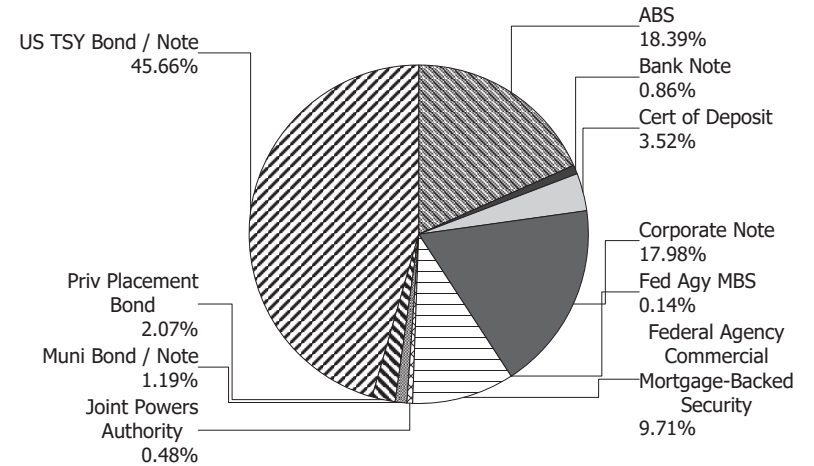
For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

### Account Summary

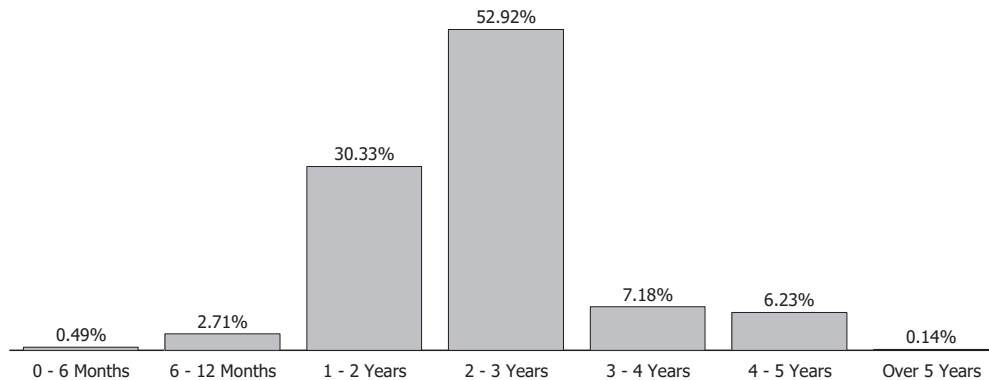
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	52,285,000.00	52,221,611.60	45.66
Municipal Bond / Note	1,435,000.00	1,366,429.25	1.19
Federal Agency Mortgage-Backed Security	172,078.28	165,076.93	0.14
Federal Agency Commercial Mortgage-Backed Security	11,503,398.05	11,108,455.92	9.71
Corporate Note	22,915,000.00	22,930,754.25	20.05
Certificate of Deposit	3,975,000.00	4,023,496.20	3.52
Bank Note	975,000.00	981,127.23	0.86
Asset-Backed Security	21,021,608.69	21,032,678.41	18.39
<b>Managed Account Sub-Total</b>	<b>114,282,085.02</b>	<b>113,829,629.79</b>	<b>99.52%</b>
Accrued Interest		1,007,597.03	
<b>Total Portfolio</b>	<b>114,282,085.02</b>	<b>114,837,226.82</b>	
CAMP Pool	549,107.28	549,107.28	0.48
<b>Total Investments</b>	<b>114,831,192.30</b>	<b>115,386,334.10</b>	<b>100.00%</b>

### Sector Allocation



Unsettled Trades **3,995,000.00** **3,878,082.54**

### Maturity Distribution



### Characteristics

Yield to Maturity at Cost	4.43%
Yield to Maturity at Market	4.41%
Weighted Average Days to Maturity	865



## Managed Account Issuer Summary

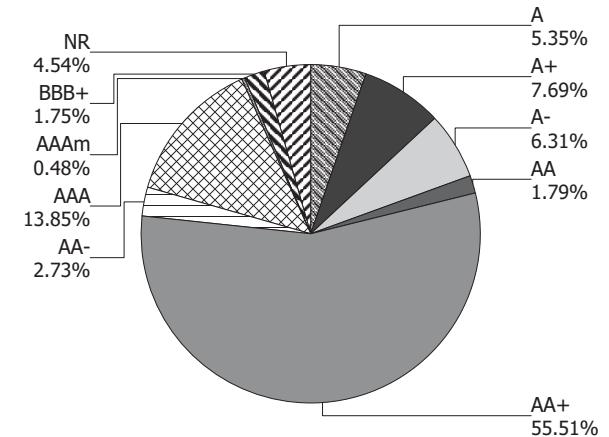
For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

### Issuer Summary

Issuer	Market Value of Holdings	Percent
Accenture PLC	444,358.35	0.39
Adobe Inc	338,694.72	0.30
Ally Auto Receivables Trust	1,242,796.45	1.09
American Express Co	1,250,376.76	1.09
ANZ Group Holdings Ltd	377,379.38	0.33
AstraZeneca PLC	408,244.05	0.36
BA Credit Card Trust	270,961.47	0.24
Bank of America Corp	1,099,534.42	0.96
Bank of New York Mellon Corp	522,864.83	0.46
Bayerische Motoren Werke AG	853,885.25	0.75
BlackRock Inc	557,718.39	0.49
BMW Vehicle Lease Trust	780,970.90	0.68
BP PLC	608,287.20	0.53
Bristol-Myers Squibb Co	161,664.16	0.14
CAMP Pool	549,107.28	0.48
Capital One Financial Corp	1,071,107.40	0.94
CarMax Inc	1,272,586.71	1.11
Charles Schwab Corp	460,360.06	0.40
Chase Auto Owner Trust	695,548.31	0.61
Cintas Corp	347,492.60	0.30
Cisco Systems Inc	675,686.96	0.59
Citigroup Inc	948,068.55	0.83
Cooperatieve Rabobank UA	1,073,080.05	0.94
Credit Agricole Group	823,298.85	0.72
Deere & Co	834,038.98	0.73
Discover Card Execution Note Trust	1,892,722.24	1.65
Eli Lilly & Co	855,381.09	0.75
Federal Home Loan Mortgage Corp	10,231,951.06	8.94
Federal National Mortgage Association	1,041,581.79	0.91
Fifth Third Auto Trust	566,187.44	0.50
Ford Credit Auto Owner Trust	1,663,505.66	1.45
GM Financial Consumer Automobile Receiv	840,729.62	0.74

### Credit Quality (S&P Ratings)





## Managed Account Issuer Summary

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
Goldman Sachs Group Inc	843,121.91	0.74
Harley-Davidson Inc	547,054.35	0.48
Home Depot Inc	485,420.43	0.42
Honda Auto Receivables Owner Trust	707,285.87	0.62
Honda Motor Co Ltd	828,903.08	0.72
Honeywell International Inc	553,532.10	0.48
Hormel Foods Corp	236,750.98	0.21
Huntington Bancshares Inc/OH	322,924.16	0.28
Hyundai Auto Receivables Trust	1,244,319.57	1.09
JPMorgan Chase & Co	2,169,288.50	1.89
Kubota Credit Owner Trust	1,629,903.63	1.43
Mastercard Inc	247,985.50	0.22
Mercedes-Benz Auto Receivables Trust	696,389.26	0.61
Mercedes-Benz Group AG	829,402.13	0.73
Morgan Stanley	1,140,069.35	1.00
National Rural Utilities Cooperative Fi	851,242.48	0.74
Nissan Auto Receivables Owner Trust	1,149,776.71	1.01
Nordea Bank Abp	1,063,017.90	0.93
PACCAR Inc	607,712.60	0.53
PNC Financial Services Group Inc	874,430.73	0.76
Roche Holding AG	686,119.95	0.60
State Board of Administration Finance C	1,366,429.25	1.19
State Street Corp	1,461,050.10	1.28
Texas Instruments Inc	276,614.25	0.24
Toronto-Dominion Bank	1,064,099.40	0.93
Toyota Auto Receivables Owner Trust	1,403,989.97	1.23
Toyota Motor Corp	851,262.21	0.74
Truist Financial Corp	785,030.00	0.69
Unilever PLC	448,562.26	0.39
United States Treasury	52,221,611.60	45.65
USAA Auto Owner Trust	266,920.99	0.23
Wells Fargo & Co	1,276,690.05	1.12
WF Card Issuance Trust	397,519.20	0.35





## Managed Account Issuer Summary

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
World Omni Auto Trust	84,135.62	0.07
<b>Total</b>	<b>\$114,378,737.07</b>	<b>100.00%</b>



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>											
US TREASURY N/B DTD 04/01/2024 4.500% 03/31/2026	91282CKH3	1,100,000.00	AA+	Aaa	04/11/24	04/16/24	1,090,804.69	4.95	4,351.65	1,093,277.72	1,103,694.90
US TREASURY N/B DTD 04/17/2023 3.750% 04/15/2026	91282CGV7	2,550,000.00	AA+	Aaa	05/01/23	05/03/23	2,544,123.05	3.83	4,466.00	2,547,110.59	2,532,667.65
US TREASURY N/B DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	4,350,000.00	AA+	Aaa	06/01/23	06/05/23	4,307,349.61	3.98	72,844.77	4,327,782.12	4,311,258.90
US TREASURY N/B DTD 06/15/2023 4.125% 06/15/2026	91282CHH7	2,150,000.00	AA+	Aaa	06/29/23	06/29/23	2,129,003.91	4.48	33,681.86	2,138,531.71	2,146,977.10
US TREASURY N/B DTD 07/17/2023 4.500% 07/15/2026	91282CHM6	3,025,000.00	AA+	Aaa	08/01/23	08/03/23	3,020,155.28	4.56	40,319.63	3,022,206.53	3,039,653.10
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	2,250,000.00	AA+	Aaa	09/06/23	09/11/23	2,228,554.69	4.73	20,864.47	2,236,920.17	2,257,119.00
US TREASURY N/B DTD 08/15/2023 4.375% 08/15/2026	91282CHU8	3,250,000.00	AA+	Aaa	12/07/23	12/11/23	3,251,523.44	4.35	30,137.57	3,251,015.63	3,260,283.00
US TREASURY N/B DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	5,000,000.00	AA+	Aaa	12/04/23	12/05/23	5,034,960.94	4.37	106,827.45	5,024,668.80	5,044,335.00
US TREASURY N/B DTD 12/15/2023 4.375% 12/15/2026	91282CJP7	4,100,000.00	AA+	Aaa	01/03/24	01/05/24	4,131,710.94	4.09	68,123.29	4,123,227.19	4,117,777.60
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	1,425,000.00	AA+	Aaa	02/08/24	02/09/24	1,415,704.10	4.24	16,883.15	1,417,909.67	1,420,435.73
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	1,625,000.00	AA+	Aaa	02/02/24	02/06/24	1,617,446.29	4.17	19,252.72	1,619,257.10	1,619,795.13
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	525,000.00	AA+	Aaa	03/15/24	03/19/24	519,503.91	4.51	4,590.18	520,619.92	524,671.88
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	1,500,000.00	AA+	Aaa	03/11/24	03/12/24	1,493,144.53	4.29	13,114.81	1,494,576.21	1,499,062.50
US TREASURY N/B DTD 03/15/2024 4.250% 03/15/2027	91282CKE0	2,250,000.00	AA+	Aaa	04/02/24	04/04/24	2,233,740.23	4.51	12,415.40	2,236,754.75	2,255,625.00



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>											
US TREASURY N/B DTD 04/15/2024 4.500% 04/15/2027	91282CKJ9	2,710,000.00	AA+	Aaa	05/09/24	05/10/24	2,698,143.75	4.66	5,695.47	2,699,972.06	2,732,441.51
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	525,000.00	AA+	Aaa	06/10/24	06/12/24	522,518.55	4.67	10,913.72	522,827.85	529,408.95
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	2,800,000.00	AA+	Aaa	06/07/24	06/10/24	2,788,515.63	4.65	58,206.52	2,789,962.60	2,823,514.40
US TREASURY N/B DTD 07/15/2024 4.375% 07/15/2027	91282CKZ3	950,000.00	AA+	Aaa	08/02/24	08/05/24	961,763.67	3.92	12,310.63	960,856.50	955,641.10
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	2,900,000.00	AA+	Aaa	10/02/24	10/04/24	2,885,386.72	3.56	12,707.53	2,885,754.46	2,841,547.60
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	3,250,000.00	AA+	Aaa	09/17/24	09/18/24	3,242,001.95	3.46	14,241.19	3,242,313.39	3,184,493.00
US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLO2	1,300,000.00	AA+	Aaa	10/11/24	10/15/24	1,300,355.47	3.87	2,352.68	1,300,352.32	1,290,758.30
<b>US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027</b>	<b>91282CLO2</b>	<b>2,750,000.00</b>	<b>AA+</b>	<b>Aaa</b>	<b>10/31/24</b>	<b>11/01/24</b>	<b>2,727,871.09</b>	<b>4.17</b>	<b>4,976.82</b>	<b>2,727,871.09</b>	<b>2,730,450.25</b>
<b>Security Type Sub-Total</b>		<b>52,285,000.00</b>					<b>52,144,282.44</b>	<b>4.23</b>	<b>569,277.51</b>	<b>52,183,768.38</b>	<b>52,221,611.60</b>
<b>Municipal Bond / Note</b>											
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	985.43	235,000.00	229,306.65
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	575,000.00	AA	Aa3	11/21/22	11/23/22	519,690.75	5.26	2,411.17	560,848.38	561,069.47
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.705% 07/01/2027	341271AE4	625,000.00	AA	Aa3	10/11/24	10/15/24	579,431.25	4.60	3,552.08	580,132.74	576,053.13
<b>Security Type Sub-Total</b>		<b>1,435,000.00</b>					<b>1,334,122.00</b>	<b>4.31</b>	<b>6,948.68</b>	<b>1,375,981.12</b>	<b>1,366,429.25</b>
<b>Federal Agency Mortgage-Backed Security</b>											



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Mortgage-Backed Security</b>											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	172,078.28	AA+	Aaa	08/03/21	08/17/21	183,370.92	2.35	430.20	180,251.79	165,076.93
<b>Security Type Sub-Total</b>		<b>172,078.28</b>					<b>183,370.92</b>	<b>2.35</b>	<b>430.20</b>	<b>180,251.79</b>	<b>165,076.93</b>
<b>Federal Agency Commercial Mortgage-Backed Security</b>											
FHMS K053 A2 DTD 03/01/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.35	1,372.71	547,842.20	541,115.30
FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5	1,125,000.00	AA+	Aaa	05/11/23	05/16/23	1,087,470.70	4.05	2,573.44	1,107,803.91	1,101,328.88
FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8	274,486.46	AA+	Aaa	08/31/22	09/06/22	265,190.37	3.74	618.05	270,958.56	268,073.64
FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BRQJ7	575,000.00	AA+	Aaa	03/02/23	03/07/23	534,705.08	4.81	1,231.46	554,356.30	558,060.50
FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BRQJ7	575,000.00	AA+	Aaa	05/18/23	05/23/23	546,744.14	4.22	1,231.46	559,560.72	558,060.50
FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	599,632.13	AA+	Aaa	07/19/24	07/24/24	572,789.23	4.61	1,140.30	576,228.39	579,715.35
FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72	855,000.00	AA+	Aaa	04/06/23	04/12/23	818,996.48	3.98	1,890.26	835,588.37	827,394.62
FNA 2016-M12 A2 DTD 11/01/2016 2.442% 09/01/2026	3136AUKX8	632,167.21	AA+	Aaa	12/11/23	12/14/23	593,718.60	4.78	1,286.61	605,274.43	608,431.22
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	489,494.36	AA+	Aaa	11/27/23	11/30/23	466,415.47	5.09	1,365.28	473,521.62	477,772.93
FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60	500,000.00	AA+	Aaa	12/06/23	12/11/23	481,406.25	4.72	1,422.08	486,845.01	488,566.00
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	500,000.00	AA+	Aaa	12/06/23	12/11/23	481,503.91	4.70	1,429.17	486,769.70	489,418.00
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	575,000.00	AA+	Aaa	11/22/23	11/28/23	543,172.85	5.05	1,553.94	551,810.54	557,823.03



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Commercial Mortgage-Backed Security</b>											
FHMS K067 A2 DTD 09/01/2017 3.194% 07/01/2027	3137FAWS3	575,000.00	AA+	Aaa	06/24/24	06/27/24	548,585.94	4.84	1,530.46	550,728.21	555,496.57
FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3	575,000.00	AA+	Aaa	06/17/24	06/21/24	548,541.02	4.80	1,554.42	551,333.62	555,811.67
FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3	575,000.00	AA+	Aaa	08/14/24	08/19/24	559,569.34	4.19	1,554.42	560,527.91	555,811.67
FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	572,007.10	AA+	Aaa	06/17/24	06/21/24	544,345.20	4.78	1,519.16	547,184.88	551,822.11
<b>FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027</b>	<b>3137F64P9</b>	<b>1,245,000.00</b>	<b>AA+</b>	<b>Aaa</b>	<b>10/30/24</b>	<b>11/04/24</b>	<b>1,149,436.52</b>	<b>4.14</b>	<b>0.00</b>	<b>1,149,436.52</b>	<b>1,147,632.29</b>
FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7	483,724.02	AA+	Aaa	12/06/23	12/11/23	453,472.38	4.05	930.36	459,974.95	462,171.70
FHMS K073 A1 DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	226,886.76	AA+	Aaa	12/08/22	12/13/22	220,062.44	3.93	633.39	222,284.77	223,949.94
<b>Security Type Sub-Total</b>		<b>11,503,398.05</b>					<b>10,959,788.03</b>	<b>4.40</b>	<b>24,836.97</b>	<b>11,098,030.61</b>	<b>11,108,455.92</b>
<b>Corporate Note</b>											
CINTAS CORPORATION NO. 2 (CALLABLE) DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	2,501.25	144,928.99	143,961.22
CINTAS CORPORATION NO. 2 (CALLABLE) DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	3,536.25	204,992.47	203,531.38
TRUIST FINANCIAL CORP (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	Baa1	02/07/22	02/09/22	499,358.00	2.09	7,127.64	478,843.80	471,960.00
CITIGROUP INC DTD 01/12/2016 3.700% 01/12/2026	172967KG5	450,000.00	BBB+	A3	04/27/23	05/01/23	438,070.50	4.76	5,041.25	444,704.83	444,883.05
STATE STREET CORP (CALLABLE) DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	927.56	225,000.00	222,859.13



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
MORGAN STANLEY (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	3,119.84	585,000.00	580,523.00
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 02/09/2023 4.450% 03/13/2026	63743HFH0	275,000.00	A-	A2	02/03/23	02/09/23	273,979.75	4.58	1,631.67	274,549.40	274,445.33
STATE STREET CORP (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	1,274.02	511,368.22	505,450.29
BANK OF AMERICA CORP DTD 04/19/2016 3.500% 04/19/2026	06051GFX2	425,000.00	A-	A1	05/10/23	05/12/23	412,288.25	4.60	495.83	418,650.14	418,492.40
WELLS FARGO & COMPANY DTD 04/22/2016 3.000% 04/22/2026	949746RW3	450,000.00	BBB+	A1	03/28/23	03/30/23	423,396.00	5.11	337.50	437,180.83	439,263.90
CHARLES SCHWAB CORP (CALLABLE) DTD 05/13/2021 1.150% 05/13/2026	808513BR5	485,000.00	A-	A2	08/01/24	08/05/24	454,512.90	4.90	2,602.83	458,456.67	460,360.06
TOYOTA MOTOR CREDIT CORP DTD 05/18/2023 4.450% 05/18/2026	89236TKT1	250,000.00	A+	A1	05/16/23	05/18/23	250,097.50	4.44	5,037.15	250,050.28	250,051.25
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	100,000.00	A-	A3	07/21/23	07/25/23	100,504.00	5.06	1,662.50	100,287.59	101,141.90
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	140,000.00	A-	A3	07/06/23	07/10/23	139,102.60	5.49	2,327.50	139,495.06	141,598.66
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	185,000.00	A-	A3	07/05/23	07/07/23	184,772.45	5.29	3,075.63	184,872.32	187,112.52
BANK OF NY MELLON CORP (CALLABLE) DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	1,962.39	165,000.00	164,328.95
BANK OF NY MELLON CORP (CALLABLE) DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	4,281.58	360,508.45	358,535.88
TRUIST FINANCIAL CORP (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	A-	Baa1	07/25/22	07/28/22	140,000.00	4.26	1,540.70	140,000.00	139,142.22
TRUIST FINANCIAL CORP (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	Baa1	07/26/22	07/28/22	175,175.00	4.23	1,925.88	175,076.20	173,927.78



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
STATE STREET CORP (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	300,000.00	A	A1	07/31/23	08/03/23	300,000.00	5.27	3,866.13	300,000.00	303,623.70
MERCEDES-BENZ FIN NA DTD 08/03/2023 5.200% 08/03/2026	58769JAK3	450,000.00	A	A2	08/21/23	08/23/23	447,250.50	5.43	5,720.00	448,360.68	453,861.00
CITIBANK NA (CALLABLE) DTD 08/06/2024 4.929% 08/06/2026	17325FBJ6	500,000.00	A+	Aa3	07/30/24	08/06/24	500,000.00	4.93	5,818.96	500,000.00	503,185.50
PACCAR FINANCIAL CORP DTD 08/10/2023 5.050% 08/10/2026	69371RS56	325,000.00	A+	A1	08/03/23	08/10/23	324,837.50	5.07	3,692.81	324,903.85	328,735.55
BMW US CAPITAL LLC DTD 08/13/2024 4.650% 08/13/2026	05565ECP8	300,000.00	A	A2	08/07/24	08/13/24	299,994.00	4.65	3,022.50	299,994.93	300,370.20
BANK OF AMERICA NA (CALLABLE) DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	550,000.00	A+	Aa1	08/14/23	08/18/23	550,000.00	5.53	6,163.03	550,000.00	559,667.90
HOME DEPOT INC (CALLABLE) DTD 12/04/2023 4.950% 09/30/2026	437076CV2	235,000.00	A	A2	11/27/23	12/04/23	234,485.35	5.04	1,001.69	234,643.81	237,422.85
AMERICAN HONDA FINANCE DTD 09/05/2024 4.400% 10/05/2026	02665WFP1	400,000.00	A-	A3	09/04/24	09/05/24	400,100.00	4.39	2,737.78	400,092.83	399,050.00
STATE STREET CORP (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026	857477BX0	425,000.00	A	A1	11/03/22	11/07/22	424,409.25	5.79	12,017.19	424,702.77	429,116.98
AMERICAN EXPRESS CO (CALLABLE) DTD 11/04/2021 1.650% 11/04/2026	025816CM9	425,000.00	BBB+	A2	06/18/24	06/21/24	391,102.00	5.27	3,447.81	395,989.52	401,094.18
ROCHE HOLDINGS INC (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026	771196CE0	675,000.00	AA	Aa2	11/22/23	11/27/23	678,118.50	5.09	16,584.75	677,162.24	686,119.95
GOLDMAN SACHS GROUP INC (CALLABLE) DTD 11/16/2016 3.500% 11/16/2026	38145GAH3	450,000.00	BBB+	A2	08/07/23	08/09/23	424,597.50	5.40	7,218.75	434,136.93	439,263.90
WELLS FARGO BANK NA (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026	94988J6F9	825,000.00	A+	Aa2	12/04/23	12/11/23	825,000.00	5.25	16,856.58	825,000.00	837,426.15
MERCEDES-BENZ FIN NA DTD 01/11/2024 4.800% 01/11/2027	58769JAO0	375,000.00	A	A2	01/08/24	01/11/24	374,617.50	4.84	5,500.00	374,715.33	375,541.13





## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
AUST & NZ BANKING GRP NY DTD 01/18/2024 4.750% 01/18/2027	05253JAZ4	375,000.00	AA-	Aa2	01/08/24	01/18/24	375,000.00	4.75	5,096.35	375,000.00	377,379.38
TEXAS INSTRUMENTS INC (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	275,000.00	A+	Aa3	02/05/24	02/08/24	274,824.00	4.62	2,916.53	274,865.28	276,614.25
ELI LILLY & CO (CALLABLE) DTD 02/09/2024 4.500% 02/09/2027	532457CJ5	555,000.00	A+	A1	02/07/24	02/09/24	554,705.85	4.52	5,688.75	554,774.82	556,597.29
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 02/22/2024 4.900% 02/22/2027	110122EE4	160,000.00	A	A2	02/14/24	02/22/24	159,827.20	4.94	1,502.67	159,865.16	161,664.16
ASTRAZENECA FINANCE LLC (CALLABLE) DTD 02/26/2024 4.800% 02/26/2027	04636NAK9	405,000.00	A+	A2	02/21/24	02/26/24	404,319.60	4.86	3,510.00	404,466.29	408,244.05
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.800% 02/26/2027	17275RBO4	670,000.00	AA-	A1	02/21/24	02/26/24	669,129.00	4.85	5,806.67	669,317.34	675,686.96
JOHN DEERE CAPITAL CORP DTD 03/07/2024 4.850% 03/05/2027	24422EXM6	275,000.00	A	A1	03/05/24	03/07/24	275,176.00	4.83	2,074.72	275,140.37	277,744.23
TOYOTA MOTOR CREDIT CORP DTD 03/21/2024 5.000% 03/19/2027	89236TLY9	100,000.00	A+	A1	03/18/24	03/21/24	99,879.00	5.04	583.33	99,902.39	101,213.70
TOYOTA MOTOR CREDIT CORP DTD 03/21/2024 5.000% 03/19/2027	89236TLY9	125,000.00	A+	A1	03/19/24	03/21/24	125,110.00	4.97	729.17	125,088.83	126,517.13
HORMEL FOODS CORP (CALLABLE) DTD 03/08/2024 4.800% 03/30/2027	440452AK6	235,000.00	A-	A1	03/05/24	03/08/24	234,772.05	4.84	971.33	234,827.23	236,750.98
BMW US CAPITAL LLC DTD 04/02/2024 4.900% 04/02/2027	05565ECH6	550,000.00	A	A2	03/25/24	04/02/24	549,345.50	4.94	2,170.97	549,465.80	553,515.05
ADOBE INC (CALLABLE) DTD 04/04/2024 4.850% 04/04/2027	00724PAE9	335,000.00	A+	A1	04/01/24	04/04/24	334,832.50	4.87	1,218.56	334,862.91	338,694.72
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	80,000.00	A-	A2	05/08/24	05/10/24	79,985.60	5.11	1,938.00	79,987.88	81,034.56
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	245,000.00	A-	A2	05/07/24	05/10/24	244,848.10	5.12	5,935.13	244,870.95	248,168.34



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
PACCAR FINANCIAL CORP DTD 05/13/2024 5.000% 05/13/2027	69371RT22	275,000.00	A+	A1	05/06/24	05/13/24	274,788.25	5.03	6,416.67	274,819.64	278,977.05
GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	45,000.00	A+	A1	05/17/24	05/21/24	44,953.65	5.45	1,082.80	44,960.15	45,434.03
GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	355,000.00	A+	A1	05/15/24	05/21/24	355,000.00	5.41	8,542.09	355,000.00	358,423.98
JOHN DEERE CAPITAL CORP DTD 06/11/2024 4.900% 06/11/2027	24422EXR5	550,000.00	A	A1	06/06/24	06/11/24	549,318.00	4.94	10,480.56	549,402.20	556,294.75
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.875% 06/25/2027	437076DB5	245,000.00	A	A2	06/17/24	06/25/24	244,189.05	5.00	4,180.31	244,278.38	247,997.58
PNC FINANCIAL SERVICES (CALLABLE) DTD 07/23/2024 5.102% 07/23/2027	693475BY0	450,000.00	A-	A3	07/18/24	07/23/24	450,000.00	5.10	6,249.95	450,000.00	452,849.85
BLACKROCK FUNDING INC (CALLABLE) DTD 07/26/2024 4.600% 07/26/2027	09290DAH4	555,000.00	AA-	Aa3	07/17/24	07/26/24	554,983.35	4.60	6,737.08	554,985.89	557,718.39
HONEYWELL INTERNATIONAL (CALLABLE) DTD 08/01/2024 4.650% 07/30/2027	438516CX2	550,000.00	A	A2	07/29/24	08/01/24	549,983.50	4.65	6,393.75	549,985.97	553,532.10
UNILEVER CAPITAL CORP (CALLABLE) DTD 08/12/2024 4.250% 08/12/2027	904764BU0	225,000.00	A+	A1	08/07/24	08/12/24	224,399.25	4.35	2,098.44	224,441.39	224,281.13
UNILEVER CAPITAL CORP (CALLABLE) DTD 08/12/2024 4.250% 08/12/2027	904764BU0	225,000.00	A+	A1	08/08/24	08/12/24	224,736.75	4.29	2,098.44	224,755.47	224,281.13
ELI LILLY & CO (CALLABLE) DTD 08/14/2024 4.150% 08/14/2027	532457CP1	300,000.00	A+	A1	08/13/24	08/15/24	300,480.00	4.09	2,662.92	300,448.13	298,783.80
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 09/16/2024 4.120% 09/16/2027	63743HFT4	250,000.00	A-	A2	09/10/24	09/16/24	250,245.00	4.08	1,287.50	250,235.18	247,594.25
ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1	160,000.00	AA-	Aa3	10/01/24	10/04/24	159,793.60	3.95	468.00	159,798.59	157,994.08
ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1	290,000.00	AA-	Aa3	10/02/24	10/04/24	289,886.90	3.91	848.25	289,889.63	286,364.27



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
TOYOTA MOTOR CREDIT CORP DTD 10/10/2024 4.350% 10/08/2027	89236TMS1	375,000.00	A+	NR	10/08/24	10/10/24	375,082.50	4.34	951.56	375,081.86	373,480.13
BP CAP MARKETS AMERICA (CALLABLE) DTD 05/17/2024 5.017% 11/17/2027	10373QBY5	600,000.00	A-	A1	05/15/24	05/17/24	600,000.00	5.02	13,713.13	600,000.00	608,287.20
MASTERCARD INC (CALLABLE) DTD 09/05/2024 4.100% 01/15/2028	57636QBA1	250,000.00	A+	Aa3	09/03/24	09/05/24	249,862.50	4.12	1,594.44	249,869.13	247,985.50
JPMORGAN CHASE & CO (CALLABLE) DTD 07/22/2024 4.979% 07/22/2028	46647PEL6	220,000.00	A-	A1	07/16/24	07/22/24	220,103.40	4.97	3,012.30	220,094.74	221,049.62
JPMORGAN CHASE & CO (CALLABLE) DTD 07/22/2024 4.979% 07/22/2028	46647PEL6	355,000.00	A-	A1	07/15/24	07/22/24	355,000.00	4.98	4,860.75	355,000.00	356,693.70
AMERICAN EXPRESS CO (CALLABLE) DTD 07/26/2024 5.043% 07/26/2028	025816DV8	110,000.00	BBB+	A2	07/22/24	07/26/24	110,000.00	5.04	1,463.87	110,000.00	110,743.60
AMERICAN EXPRESS CO (CALLABLE) DTD 07/26/2024 5.043% 07/26/2028	025816DV8	165,000.00	BBB+	A2	07/23/24	07/26/24	165,140.25	5.02	2,195.81	165,128.79	166,115.40
<b>Security Type Sub-Total</b>		<b>22,915,000.00</b>					<b>22,801,439.35</b>	<b>4.65</b>	<b>271,537.75</b>	<b>22,819,278.53</b>	<b>22,930,754.25</b>
<b>Certificate of Deposit</b>											
TORONTO DOMINION BANK NY DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	1,050,000.00	A-	A2	10/27/22	10/31/22	1,050,000.00	5.60	1,143.33	1,050,000.00	1,064,099.40
NORDEA BANK ABP NEW YORK DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	1,050,000.00	AA-	Aa3	11/02/22	11/03/22	1,050,000.00	5.53	28,709.92	1,050,000.00	1,063,017.90
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	1,050,000.00	A+	Aa2	07/17/23	07/20/23	1,050,000.00	5.08	15,409.33	1,050,000.00	1,073,080.05
CREDIT AGRICOLE CIB NY DTD 02/05/2024 4.760% 02/01/2027	22536DWD6	825,000.00	A+	Aa3	02/01/24	02/05/24	825,000.00	4.76	29,452.50	825,000.00	823,298.85
<b>Security Type Sub-Total</b>		<b>3,975,000.00</b>					<b>3,975,000.00</b>	<b>5.27</b>	<b>74,715.08</b>	<b>3,975,000.00</b>	<b>4,023,496.20</b>
<b>Bank Note</b>											



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Bank Note</b>											
PNC BANK NA (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353REQ7	425,000.00	A	A2	08/09/22	08/11/22	417,775.00	3.89	5,755.21	423,497.77	421,580.88
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	270,000.00	A+	Aa3	05/29/24	05/30/24	270,256.50	5.48	6,233.28	270,222.99	274,686.39
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	280,000.00	A+	Aa3	05/28/24	05/30/24	280,000.00	5.50	6,464.14	280,000.00	284,859.96
<b>Security Type Sub-Total</b>		<b>975,000.00</b>					<b>968,031.50</b>	<b>4.80</b>	<b>18,452.63</b>	<b>973,720.76</b>	<b>981,127.23</b>
<b>Asset-Backed Security</b>											
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	46,415.37	NR	Aaa	07/20/21	07/28/21	46,413.63	0.56	11.55	46,414.95	46,169.00
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	62,810.07	NR	Aaa	11/16/21	11/24/21	62,796.82	0.89	15.35	62,806.18	62,105.15
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	7,250.78	AAA	NR	04/13/21	04/21/21	7,249.22	0.52	1.68	7,250.36	7,237.10
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	40,217.33	AAA	NR	11/09/21	11/17/21	40,208.35	0.75	13.23	40,214.25	39,910.47
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	70,917.63	AAA	NR	01/19/22	01/24/22	70,909.20	1.29	40.66	70,914.52	70,193.21
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	93,150.61	AAA	Aaa	07/21/21	07/28/21	93,135.28	0.56	22.77	93,145.51	92,055.53
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	124,074.00	AAA	Aaa	05/10/22	05/18/22	124,067.55	3.21	66.38	124,071.26	123,341.84
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	77,475.08	AAA	Aaa	10/19/21	10/27/21	77,473.61	0.77	26.51	77,474.52	76,396.78
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	85,115.72	AAA	NR	10/26/21	11/03/21	85,104.13	0.82	30.64	85,111.14	84,135.62
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	317,068.57	NR	Aaa	03/15/22	03/23/22	317,023.24	2.69	376.25	317,049.13	313,460.02



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	223,381.75	AAA	Aaa	05/10/22	05/18/22	223,338.51	3.31	328.62	223,362.12	221,998.80
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	76,267.84	AAA	NR	01/11/22	01/19/22	76,261.22	1.26	40.04	76,265.04	75,348.28
KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	531,700.42	NR	Aaa	07/14/22	07/21/22	531,602.96	4.09	966.51	531,653.42	529,272.68
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	187,716.85	AAA	Aaa	04/12/22	04/20/22	187,685.59	3.06	255.29	187,702.00	186,453.51
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	194,353.13	AAA	Aaa	04/21/22	04/28/22	194,323.56	3.49	301.46	194,339.02	192,981.00
TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	183,975.80	AAA	NR	08/08/22	08/16/22	183,945.05	3.76	307.44	183,959.61	183,037.89
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	400,683.27	AAA	NR	07/12/22	07/20/22	400,673.82	3.97	706.98	400,678.37	398,577.28
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/15/2027	254683CS2	570,000.00	NR	Aaa	05/19/22	05/26/22	569,953.66	3.32	841.07	569,976.32	565,663.44
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	425,168.08	AAA	Aaa	09/20/22	09/28/22	425,080.11	4.46	842.78	425,119.80	424,300.31
ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	678,773.55	AAA	Aaa	10/04/22	10/12/22	678,765.13	4.76	1,435.98	678,768.89	678,519.01
KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027	50117KAC4	365,000.00	NR	Aaa	03/28/23	03/31/23	364,942.88	5.08	814.36	364,964.38	366,149.38
HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	651,199.47	AAA	NR	11/01/22	11/09/22	651,196.35	5.39	1,559.98	651,197.69	653,902.60
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	AAA	Aaa	08/02/22	08/09/22	664,917.47	3.56	1,052.18	664,954.74	659,612.17
CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	579,651.38	AAA	NR	10/26/22	10/31/22	579,515.45	5.35	1,375.71	579,572.18	581,735.80



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	694,241.97	AAA	Aaa	11/15/22	11/22/22	694,104.64	5.21	1,607.56	694,160.97	696,389.26
TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0	240,000.00	NR	Aaa	11/01/22	11/08/22	239,976.31	5.30	565.33	239,985.98	241,285.68
TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2	340,000.00	AAA	NR	01/24/23	01/30/23	339,999.83	4.63	699.64	339,999.89	339,997.28
AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9	270,000.00	AAA	NR	10/27/22	11/03/22	269,986.61	4.95	594.00	269,992.00	270,935.28
HAROT 2023-2 A3 DTD 05/30/2023 4.930% 11/15/2027	437927AC0	350,000.00	AAA	Aaa	05/23/23	05/30/23	349,943.30	4.93	766.89	349,961.35	351,553.65
NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3	500,000.00	NR	Aaa	04/18/23	04/26/23	499,911.65	4.91	1,091.11	499,941.03	501,375.50
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	360,000.00	NR	Aaa	02/13/23	02/23/23	359,963.75	5.05	808.00	359,976.47	360,600.84
FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	275,000.00	AAA	NR	03/28/23	03/31/23	274,971.32	4.65	568.33	274,980.64	275,152.62
TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028	891941AD8	420,000.00	NR	Aaa	05/16/23	05/23/23	419,976.52	4.71	879.20	419,983.67	420,434.28
GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8	295,000.00	AAA	Aaa	04/04/23	04/12/23	294,991.89	4.47	549.44	294,994.49	294,487.00
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	185,000.00	AAA	NR	07/11/23	07/18/23	184,967.22	5.47	168.66	184,976.38	186,843.53
DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028	254683CY9	670,000.00	NR	Aaa	04/04/23	04/11/23	669,961.14	4.31	1,283.42	669,973.41	667,446.63
HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	170,000.00	AAA	NR	07/11/23	07/19/23	169,992.62	5.48	414.04	169,994.62	171,731.62
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	270,000.00	AAA	NR	06/08/23	06/16/23	269,938.87	4.79	574.80	269,955.98	270,961.47



## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	300,000.00	AAA	NR	06/07/23	06/14/23	299,973.39	4.87	649.33	299,980.86	301,488.30
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	310,000.00	AAA	NR	06/21/23	06/26/23	309,995.82	5.23	720.58	309,996.97	312,503.25
GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	165,000.00	AAA	Aaa	07/11/23	07/19/23	164,993.63	5.45	374.69	164,995.30	166,712.04
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	560,000.00	AAA	Aaa	08/15/23	08/23/23	559,965.28	5.53	1,376.36	559,973.57	566,187.44
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	865,000.00	AAA	NR	09/07/23	09/15/23	864,760.22	5.17	1,983.73	864,809.12	875,275.34
BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6	120,000.00	NR	Aaa	05/14/24	05/22/24	119,980.46	5.35	285.33	119,982.60	121,374.12
KCOT 2024-2A A3 DTD 06/25/2024 5.260% 11/15/2028	50117DAC0	370,000.00	NR	Aaa	06/18/24	06/25/24	369,991.12	5.26	864.98	369,991.94	374,852.55
FORDO 2024-A A3 DTD 03/19/2024 5.090% 12/15/2028	34535EAD4	390,000.00	NR	Aaa	03/14/24	03/19/24	389,934.44	5.09	882.27	389,942.11	394,019.73
HUNT 2024-1A A3 DTD 02/22/2024 5.230% 01/16/2029	446144AE7	320,000.00	AAA	Aaa	02/13/24	02/22/24	319,988.10	5.23	743.82	319,990.35	322,924.16
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	715,000.00	AAA	NR	01/24/24	01/31/24	714,891.11	4.60	1,461.78	714,907.16	716,269.84
BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7	465,000.00	AAA	Aaa	06/04/24	06/11/24	464,929.37	5.18	401.45	464,935.34	470,785.53
NAROT 2024-B A3 DTD 10/23/2024 4.340% 03/15/2029	65479WAD6	225,000.00	NR	Aaa	10/16/24	10/23/24	224,979.21	4.34	217.00	224,979.43	224,100.90
USAOT 2024-A A3 DTD 07/30/2024 5.030% 03/15/2029	90327VAC2	265,000.00	AAA	Aaa	07/24/24	07/30/24	264,950.39	5.03	592.42	264,953.29	266,920.99
FORDO 2024-B A3 DTD 06/24/2024 5.100% 04/15/2029	34531QAD1	605,000.00	AAA	Aaa	06/18/24	06/24/24	604,994.43	5.10	1,371.33	604,995.19	611,636.85





## Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
HAROT 2024-4 A3 DTD 10/24/2024 4.330% 05/15/2029	43816DAC9	295,000.00	AAA	Aaa	10/16/24	10/24/24	294,958.26	4.33	248.37	294,958.74	293,627.07
HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2	380,000.00	AAA	NR	10/08/24	10/16/24	379,972.18	4.41	698.25	379,973.47	378,774.88
TAOT 2024-D A3 DTD 10/17/2024 4.400% 06/15/2029	89239TAD4	220,000.00	AAA	Aaa	10/10/24	10/17/24	219,987.72	4.40	376.44	219,988.06	219,234.84
ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	345,000.00	AAA	NR	09/24/24	09/27/24	344,964.33	4.14	634.80	344,966.11	342,278.64
CHAOT 2024-4A A3 DTD 07/30/2024 4.940% 07/25/2029	16144YAC2	515,000.00	AAA	NR	07/24/24	07/30/24	514,906.01	4.94	424.02	514,911.05	517,168.67
GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3	305,000.00	AAA	Aaa	10/08/24	10/16/24	304,941.26	4.40	559.17	304,942.12	304,182.30
CHAOT 2024-5A A3 DTD 09/24/2024 4.180% 08/27/2029	16144OAC9	180,000.00	AAA	NR	09/13/24	09/24/24	179,981.06	4.18	125.40	179,981.95	178,379.64
COMET 2024-A1 A DTD 09/24/2024 3.920% 09/17/2029	14041NGE5	1,010,000.00	AAA	NR	09/17/24	09/24/24	1,009,802.85	3.92	4,069.18	1,009,807.49	994,710.62
WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970OAE5	400,000.00	AAA	Aaa	10/17/24	10/24/24	399,940.56	4.29	333.67	399,941.17	397,519.20
<b>Security Type Sub-Total</b>		<b>21,021,608.69</b>					<b>21,019,049.66</b>	<b>4.53</b>	<b>41,398.21</b>	<b>21,019,745.67</b>	<b>21,032,678.41</b>
<b>Managed Account Sub-Total</b>		<b>114,282,085.02</b>					<b>113,385,083.90</b>	<b>4.43</b>	<b>1,007,597.03</b>	<b>113,625,776.86</b>	<b>113,829,629.79</b>
<b>Joint Powers Authority</b>											
CAMP Pool		549,107.28	AAAm	NR			549,107.28		0.00	549,107.28	549,107.28
<b>Liquid Sub-Total</b>		<b>549,107.28</b>					<b>549,107.28</b>		<b>0.00</b>	<b>549,107.28</b>	<b>549,107.28</b>



Managed Account Detail of Securities Held

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)						
Securities Sub-Total	\$114,831,192.30	\$113,934,191.18	4.43%	\$1,007,597.03	\$114,174,884.14	\$114,378,737.07
Accrued Interest						\$1,007,597.03
Total Investments						\$115,386,334.10

Bolded items are forward settling trades.



## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
BUY										
10/01/24	10/04/24	ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1	160,000.00	(159,793.60)	0.00	(159,793.60)			
10/02/24	10/04/24	US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	2,900,000.00	(2,885,386.72)	(5,137.09)	(2,890,523.81)			
10/02/24	10/04/24	ACCENTURE CAPITAL INC (CALLABLE) DTD 10/04/2024 3.900% 10/04/2027	00440KAA1	290,000.00	(289,886.90)	0.00	(289,886.90)			
10/08/24	10/10/24	TOYOTA MOTOR CREDIT CORP DTD 10/10/2024 4.350% 10/08/2027	89236TMS1	375,000.00	(375,082.50)	0.00	(375,082.50)			
10/08/24	10/16/24	HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2	380,000.00	(379,972.18)	0.00	(379,972.18)			
10/08/24	10/16/24	GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3	305,000.00	(304,941.26)	0.00	(304,941.26)			
10/10/24	10/17/24	TAOT 2024-D A3 DTD 10/17/2024 4.400% 06/15/2029	89239TAD4	220,000.00	(219,987.72)	0.00	(219,987.72)			
10/11/24	10/15/24	US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLO2	1,300,000.00	(1,300,355.47)	0.00	(1,300,355.47)			
10/11/24	10/15/24	FLORIDA ST BRD OF ADM DTD 09/16/2020 1.705% 07/01/2027	341271AE4	625,000.00	(579,431.25)	(3,078.47)	(582,509.72)			
10/16/24	10/23/24	NAROT 2024-B A3 DTD 10/23/2024 4.340% 03/15/2029	65479WAD6	225,000.00	(224,979.21)	0.00	(224,979.21)			
10/16/24	10/24/24	HAROT 2024-4 A3 DTD 10/24/2024 4.330% 05/15/2029	43816DAC9	295,000.00	(294,958.26)	0.00	(294,958.26)			
10/17/24	10/24/24	WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970OAE5	400,000.00	(399,940.56)	0.00	(399,940.56)			
10/30/24	11/04/24	FHMS K739 A2 DTD 11/01/2020 1.336% 09/01/2027	3137F64P9	1,245,000.00	(1,149,436.52)	(138.61)	(1,149,575.13)			
10/31/24	11/01/24	US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLO2	2,750,000.00	(2,727,871.09)	(4,976.82)	(2,732,847.91)			
Transaction Type Sub-Total				11,470,000.00	(11,292,023.24)	(13,330.99)	(11,305,354.23)			
CALL										



## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
CALL										
10/28/24	10/28/24	PNC FINANCIAL SERVICES (CALLABLE) DTD 10/28/2022 5.671% 10/28/2025	693475BH7	345,000.00	345,000.00	0.00	345,000.00	0.00	0.00	
Transaction Type Sub-Total				345,000.00	345,000.00	0.00	345,000.00	0.00	0.00	
INTEREST										
10/01/24	10/25/24	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2		0.00	439.26	439.26			
10/01/24	10/25/24	FHMS K053 A2 DTD 03/01/2016 2.995% 12/01/2025	3137BN6G4		0.00	1,372.71	1,372.71			
10/01/24	10/25/24	FHMS K073 A1 DTD 02/01/2018 3.350% 09/01/2028	3137FETM2		0.00	661.99	661.99			
10/01/24	10/25/24	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7		0.00	931.56	931.56			
10/01/24	10/25/24	FHMS K068 A2 DTD 10/01/2017 3.244% 08/01/2027	3137FBBX3		0.00	3,108.84	3,108.84			
10/01/24	10/25/24	FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5		0.00	2,573.44	2,573.44			
10/01/24	10/25/24	FHMS K067 A2 DTD 09/01/2017 3.194% 07/01/2027	3137FAWS3		0.00	1,530.46	1,530.46			
10/01/24	10/25/24	FHMS K057 A2 DTD 09/01/2016 2.570% 07/01/2026	3137BROJ7		0.00	2,462.92	2,462.92			
10/01/24	10/25/24	FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44		0.00	1,553.94	1,553.94			
10/01/24	10/25/24	FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8		0.00	619.07	619.07			
10/01/24	10/25/24	FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82		0.00	1,429.17	1,429.17			
10/01/24	10/25/24	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79		0.00	1,521.74	1,521.74			
10/01/24	10/25/24	FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72		0.00	1,890.26	1,890.26			
10/01/24	10/25/24	FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026	3137BUX60		0.00	1,422.08	1,422.08			



## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
10/01/24	10/25/24	FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1		0.00	1,368.11	1,368.11			
10/01/24	10/25/24	FNA 2016-M12 A2 DTD 11/01/2016 2.442% 09/01/2026	3136AUKX8		0.00	1,289.15	1,289.15			
10/01/24	10/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4		0.00	1,141.00	1,141.00			
10/02/24	10/02/24	BMW US CAPITAL LLC DTD 04/02/2024 4.900% 04/02/2027	05565ECH6		0.00	13,475.00	13,475.00			
10/04/24	10/04/24	ADOBE INC (CALLABLE) DTD 04/04/2024 4.850% 04/04/2027	00724PAE9		0.00	8,123.75	8,123.75			
10/15/24	10/15/24	CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9		0.00	2,740.83	2,740.83			
10/15/24	10/15/24	US TREASURY N/B DTD 04/15/2024 4.500% 04/15/2027	91282CKJ9		0.00	60,975.00	60,975.00			
10/15/24	10/15/24	CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4		0.00	3,719.50	3,719.50			
10/15/24	10/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6		0.00	30.45	30.45			
10/15/24	10/15/24	DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028	254683CY9		0.00	2,406.42	2,406.42			
10/15/24	10/15/24	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2		0.00	29.37	29.37			
10/15/24	10/15/24	TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028	891941AD8		0.00	1,648.50	1,648.50			
10/15/24	10/15/24	HUNT 2024-1A A3 DTD 02/22/2024 5.230% 01/16/2029	446144AE7		0.00	1,394.67	1,394.67			
10/15/24	10/15/24	HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0		0.00	1,515.00	1,515.00			
10/15/24	10/15/24	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3		0.00	2,731.97	2,731.97			
10/15/24	10/15/24	TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027	891940AC2		0.00	1,311.83	1,311.83			
10/15/24	10/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8		0.00	6.21	6.21			



## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
10/15/24	10/15/24	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/15/2027	254683CS2		0.00	1,577.00	1,577.00			
10/15/24	10/15/24	ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2		0.00	714.15	714.15			
10/15/24	10/15/24	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9		0.00	615.08	615.08			
10/15/24	10/15/24	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3		0.00	2,894.16	2,894.16			
10/15/24	10/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5		0.00	614.10	614.10			
10/15/24	10/15/24	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8		0.00	761.71	761.71			
10/15/24	10/15/24	DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3		0.00	1,972.83	1,972.83			
10/15/24	10/15/24	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4		0.00	1,684.16	1,684.16			
10/15/24	10/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8		0.00	532.06	532.06			
10/15/24	10/15/24	US TREASURY N/B DTD 04/17/2023 3.750% 04/15/2026	91282CGV7		0.00	47,812.50	47,812.50			
10/15/24	10/15/24	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7		0.00	1,945.17	1,945.17			
10/15/24	10/15/24	USAOT 2024-A A3 DTD 07/30/2024 5.030% 03/15/2029	90327VAC2		0.00	1,110.79	1,110.79			
10/15/24	10/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4		0.00	49.22	49.22			
10/15/24	10/15/24	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5		0.00	0.69	0.69			
10/15/24	10/15/24	FORDO 2024-B A3 DTD 06/24/2024 5.100% 04/15/2029	34531OAD1		0.00	2,571.25	2,571.25			
10/15/24	10/15/24	FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8		0.00	1,065.63	1,065.63			
10/15/24	10/15/24	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2		0.00	87.78	87.78			



## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
10/15/24	10/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3		0.00	3,120.26	3,120.26			
10/15/24	10/15/24	AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4		0.00	1,217.50	1,217.50			
10/15/24	10/15/24	HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9		0.00	776.33	776.33			
10/15/24	10/15/24	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8		0.00	3,225.91	3,225.91			
10/15/24	10/15/24	HAROT 2023-2 A3 DTD 05/30/2023 4.930% 11/15/2027	437927AC0		0.00	1,437.92	1,437.92			
10/15/24	10/15/24	BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028	09709AAC6		0.00	535.00	535.00			
10/15/24	10/15/24	KCOT 2024-2A A3 DTD 06/25/2024 5.260% 11/15/2028	50117DAC0		0.00	1,621.83	1,621.83			
10/15/24	10/15/24	KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027	50117KAC4		0.00	1,526.92	1,526.92			
10/15/24	10/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6		0.00	56.39	56.39			
10/15/24	10/15/24	TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027	89239HAD0		0.00	1,060.00	1,060.00			
10/15/24	10/15/24	NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027	65480WAD3		0.00	2,045.83	2,045.83			
10/15/24	10/15/24	FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3		0.00	2,580.67	2,580.67			
10/15/24	10/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6		0.00	66.07	66.07			
10/15/24	10/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0		0.00	680.91	680.91			
10/15/24	10/15/24	BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0		0.00	1,077.75	1,077.75			
10/15/24	10/15/24	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0		0.00	239.97	239.97			
10/15/24	10/15/24	FORDO 2024-A A3 DTD 03/19/2024 5.090% 12/15/2028	34535EAD4		0.00	1,654.25	1,654.25			





## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
10/15/24	10/15/24	AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027	02582JJX9		0.00	1,113.75	1,113.75			
10/15/24	10/15/24	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1		0.00	1,416.84	1,416.84			
10/15/24	10/15/24	FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4		0.00	1,351.08	1,351.08			
10/16/24	10/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4		0.00	90.18	90.18			
10/16/24	10/16/24	GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9		0.00	749.38	749.38			
10/16/24	10/16/24	GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028	362583AD8		0.00	1,098.88	1,098.88			
10/19/24	10/19/24	BANK OF AMERICA CORP DTD 04/19/2016 3.500% 04/19/2026	06051GFX2		0.00	7,437.50	7,437.50			
10/21/24	10/21/24	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3		0.00	53.77	53.77			
10/22/24	10/22/24	WELLS FARGO & COMPANY DTD 04/22/2016 3.000% 04/22/2026	949746RW3		0.00	6,750.00	6,750.00			
10/25/24	10/25/24	BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029	096919AD7		0.00	2,007.25	2,007.25			
10/25/24	10/25/24	CHAOT 2024-4A A3 DTD 07/30/2024 4.940% 07/25/2029	16144YAC2		0.00	2,120.08	2,120.08			
10/25/24	10/25/24	BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2		0.00	843.29	843.29			
10/25/24	10/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3		0.00	368.88	368.88			
10/25/24	10/25/24	TORONTO DOMINION BANK NY DTD 10/31/2022 5.600% 10/27/2025	89115B6K1		0.00	59,780.00	59,780.00			
10/25/24	10/25/24	CHAOT 2024-5A A3 DTD 09/24/2024 4.180% 08/27/2029	16144OAC9		0.00	647.90	647.90			
10/28/24	10/28/24	PNC FINANCIAL SERVICES (CALLABLE) DTD 10/28/2022 5.671% 10/28/2025	693475BH7		0.00	9,782.48	9,782.48			
Transaction Type Sub-Total					0.00	309,967.25	309,967.25			



## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
PAYDOWNS										
10/01/24	10/25/24	FHMS K736 A2 DTD 09/01/2019 2.282% 07/01/2026	3137FNWX4	367.87	367.87	0.00	367.87	16.47	15.02	
10/01/24	10/25/24	FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	1,014.50	1,014.50	0.00	1,014.50	47.83	34.44	
10/01/24	10/25/24	FNA 2016-M3 A2 DTD 03/01/2016 2.702% 02/01/2026	3136ARTE8	453.84	453.84	0.00	453.84	15.37	6.21	
10/01/24	10/25/24	FHMS K069 A2 DTD 11/01/2017 3.187% 09/01/2027	3137FBU79	974.35	974.35	0.00	974.35	47.12	43.41	
10/01/24	10/25/24	FHMS K073 A1 DTD 02/01/2018 3.350% 09/01/2028	3137FETM2	10,244.25	10,244.25	0.00	10,244.25	308.13	212.23	
10/01/24	10/25/24	FHMS KJ28 A2 DTD 02/01/2020 2.308% 10/01/2027	3137FREE7	620.75	620.75	0.00	620.75	38.82	31.27	
10/01/24	10/25/24	FNA 2016-M12 A2 DTD 11/01/2016 2.442% 09/01/2026	3136AUKX8	1,249.60	1,249.55	0.00	1,249.55	75.95	55.31	
10/01/24	10/25/24	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	3,624.08	3,624.08	0.00	3,624.08	(237.83)	(173.85)	
10/15/24	10/15/24	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	1,339.22	1,339.22	0.00	1,339.22	0.27	0.05	
10/15/24	10/15/24	CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027	14318UAD3	34,274.62	34,274.62	0.00	34,274.62	8.04	4.76	
10/15/24	10/15/24	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	27,580.36	27,580.36	0.00	27,580.36	0.65	0.34	
10/15/24	10/15/24	TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	12,327.64	12,327.64	0.00	12,327.64	2.06	1.10	
10/15/24	10/15/24	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	20,935.07	20,935.07	0.00	20,935.07	3.49	1.69	
10/15/24	10/15/24	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	13,222.58	13,222.58	0.00	13,222.58	0.51	0.22	
10/15/24	10/15/24	HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027	44933DAD3	43,478.08	43,478.08	0.00	43,478.08	0.21	0.12	
10/15/24	10/15/24	MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	48,770.40	48,770.40	0.00	48,770.40	9.65	5.78	
10/15/24	10/15/24	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	7,087.14	7,087.14	0.00	7,087.14	1.53	0.42	



## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	
PAYDOWNS										
10/15/24	10/15/24	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	27,969.49	27,969.49	0.00	27,969.49	5.79	3.23	
10/15/24	10/15/24	ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027	02008MAC3	50,846.54	50,846.54	0.00	50,846.54	0.63	0.35	
10/15/24	10/15/24	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	9,167.38	9,167.38	0.00	9,167.38	2.05	0.72	
10/15/24	10/15/24	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	10,739.58	10,739.58	0.00	10,739.58	1.28	0.49	
10/15/24	10/15/24	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	12,765.85	12,765.85	0.00	12,765.85	1.74	0.70	
10/15/24	10/15/24	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	25,272.73	25,272.73	0.00	25,272.73	3.61	1.59	
10/15/24	10/15/24	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	16,521.23	16,521.23	0.00	16,521.23	0.62	0.16	
10/15/24	10/15/24	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	16,798.64	16,798.64	0.00	16,798.64	2.55	1.24	
10/15/24	10/15/24	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	14,239.75	14,239.75	0.00	14,239.75	2.34	0.80	
10/15/24	10/15/24	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	10,408.76	10,408.76	0.00	10,408.76	0.20	0.08	
10/15/24	10/15/24	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	23,472.57	23,472.57	0.00	23,472.57	4.55	2.11	
10/15/24	10/15/24	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	39,009.32	39,009.32	0.00	39,009.32	7.15	3.52	
10/16/24	10/16/24	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	9,616.16	9,616.16	0.00	9,616.16	0.84	0.36	
10/21/24	10/21/24	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	10,513.35	10,513.35	0.00	10,513.35	2.22	0.67	
10/25/24	10/25/24	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	13,825.44	13,825.44	0.00	13,825.44	0.72	0.31	
Transaction Type Sub-Total				518,731.14	518,731.09	0.00	518,731.09	374.56	254.85	
SELL										



## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
SELL										
10/02/24	10/04/24	LINDE INC/CT (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025	53522KAB9	525,000.00	528,627.75	8,156.46	536,784.21	4,194.75	3,848.78	FIFO
10/02/24	10/04/24	BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 11/13/2020 0.750% 11/13/2025	110122DN5	250,000.00	241,177.50	734.38	241,911.88	4,307.50	(4,909.98)	FIFO
10/02/24	10/04/24	US TREASURY N/B DTD 01/17/2023 3.875% 01/15/2026	91282CGE5	2,400,000.00	2,401,875.00	20,470.11	2,422,345.11	7,406.25	4,274.10	FIFO
10/08/24	10/09/24	TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.800% 01/05/2026	89236TLJ2	375,000.00	376,890.00	4,700.00	381,590.00	2,178.75	2,071.64	FIFO
10/09/24	10/10/24	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	147,405.66	146,127.38	304.64	146,432.02	(1,247.48)	(1,263.33)	FIFO
10/09/24	10/10/24	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	155,712.00	154,398.18	316.83	154,715.01	(1,310.18)	(1,312.23)	FIFO
10/11/24	10/15/24	NATIONAL AUSTRALIA BK/NY DTD 01/12/2023 4.966% 01/12/2026	63253OAA2	915,000.00	921,908.25	11,738.38	933,646.63	6,908.25	6,908.25	FIFO
10/11/24	10/15/24	MORGAN STANLEY DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	224,034.75	2,050.00	226,084.75	(546.75)	(860.34)	FIFO
10/11/24	10/15/24	US TREASURY N/B DTD 01/31/2024 4.250% 01/31/2026	91282CJV4	675,000.00	676,133.79	5,924.59	682,058.38	5,299.80	3,942.10	FIFO
10/16/24	10/21/24	CATERPILLAR FINL SERVICE DTD 05/15/2023 4.350% 05/15/2026	14913UAA8	500,000.00	502,000.00	9,425.00	511,425.00	2,235.00	2,122.72	FIFO
10/17/24	10/18/24	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	116,492.02	115,249.74	21.55	115,271.29	(1,237.79)	(1,240.33)	FIFO
10/17/24	10/21/24	CATERPILLAR FINL SERVICE DTD 05/15/2023 4.350% 05/15/2026	14913UAA8	300,000.00	300,834.00	5,655.00	306,489.00	975.00	907.63	FIFO
10/30/24	11/01/24	NESTLE HOLDINGS INC DTD 03/14/2023 5.250% 03/13/2026	641062BK9	400,000.00	404,484.00	2,800.00	407,284.00	4,616.00	4,544.19	FIFO
10/30/24	11/01/24	TEXAS INSTRUMENTS INC (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027	882508CE2	210,000.00	211,320.90	2,227.17	213,548.07	1,455.30	1,423.77	FIFO



## Managed Account Security Transactions & Interest

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
SELL										
10/31/24	11/01/24	US TREASURY N/B DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	2,700,000.00	2,691,562.50	22,891.30	2,714,453.80	38,812.50	12,168.75	FIFO
Transaction Type Sub-Total				9,894,609.68	9,896,623.74	97,415.41	9,994,039.15	74,046.90	32,625.72	
Managed Account Sub-Total					(531,668.41)	394,051.67	(137,616.74)	74,421.46	32,880.57	
Total Security Transactions					(531,668.41)	\$394,051.67	(\$137,616.74)	\$74,421.46	\$32,880.57	

Bolded items are forward settling trades.



## Account Statement

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>138,243.25</b>
10/02/24	10/02/24	Purchase - Interest 05565ECH6	1.00	13,475.00	151,718.25
10/04/24	10/04/24	Purchase - Interest 00724PAE9	1.00	8,123.75	159,842.00
10/04/24	10/04/24	Purchase - Interest 110122DN5	1.00	734.38	160,576.38
10/04/24	10/04/24	Purchase - Principal 110122DN5	1.00	241,177.50	401,753.88
10/04/24	10/04/24	Purchase - Principal 53522KAB9	1.00	528,627.75	930,381.63
10/04/24	10/04/24	Purchase - Interest 53522KAB9	1.00	8,156.46	938,538.09
10/04/24	10/04/24	Purchase - Interest 91282CGE5	1.00	20,470.11	959,008.20
10/04/24	10/04/24	Purchase - Principal 91282CGE5	1.00	2,401,875.00	3,360,883.20
10/04/24	10/04/24	Redemption - Interest 91282CLL3	1.00	(5,137.09)	3,355,746.11
10/04/24	10/04/24	Redemption - Principal 91282CLL3	1.00	(2,885,386.72)	470,359.39
10/04/24	10/04/24	Redemption - Principal 00440KAA1	1.00	(159,793.60)	310,565.79
10/04/24	10/04/24	Redemption - Principal 00440KAA1	1.00	(289,886.90)	20,678.89
10/09/24	10/09/24	Purchase - Principal 89236TLJ2	1.00	376,890.00	397,568.89
10/09/24	10/09/24	Purchase - Interest 89236TLJ2	1.00	4,700.00	402,268.89
10/10/24	10/10/24	Purchase - Principal 362585AC5	1.00	146,127.38	548,396.27
10/10/24	10/10/24	Purchase - Interest 362585AC5	1.00	304.64	548,700.91
10/10/24	10/10/24	Purchase - Principal 89238FAD5	1.00	154,398.18	703,099.09
10/10/24	10/10/24	Purchase - Interest 89238FAD5	1.00	316.83	703,415.92
10/10/24	10/10/24	Redemption - Principal 89236TMS1	1.00	(375,082.50)	328,333.42
10/15/24	10/15/24	Purchase - Interest 91282CGV7	1.00	47,812.50	376,145.92
10/15/24	10/15/24	Purchase - Interest 91282CKJ9	1.00	60,975.00	437,120.92



## Account Statement

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
10/15/24	10/15/24	Purchase - Interest 02007NAC2	1.00	714.15	437,835.07
10/15/24	10/15/24	Purchase - Interest 02008JAC0	1.00	680.91	438,515.98
10/15/24	10/15/24	Purchase - Interest 02008MAC3	1.00	2,894.16	441,410.14
10/15/24	10/15/24	Purchase - Interest 02582JJX9	1.00	1,113.75	442,523.89
10/15/24	10/15/24	Purchase - Interest 02582JJZ4	1.00	1,217.50	443,741.39
10/15/24	10/15/24	Purchase - Interest 05522RDG0	1.00	1,077.75	444,819.14
10/15/24	10/15/24	Purchase - Interest 09709AAC6	1.00	535.00	445,354.14
10/15/24	10/15/24	Purchase - Interest 14044CAC6	1.00	56.39	445,410.53
10/15/24	10/15/24	Purchase - Interest 14314QAC8	1.00	6.21	445,416.74
10/15/24	10/15/24	Purchase - Interest 14317DAC4	1.00	49.22	445,465.96
10/15/24	10/15/24	Purchase - Interest 14317HAC5	1.00	614.10	446,080.06
10/15/24	10/15/24	Purchase - Interest 14318MAD1	1.00	1,416.84	447,496.90
10/15/24	10/15/24	Purchase - Interest 14318UAD3	1.00	2,731.97	450,228.87
10/15/24	10/15/24	Purchase - Interest 161571HT4	1.00	3,719.50	453,948.37
10/15/24	10/15/24	Purchase - Interest 161571HV9	1.00	2,740.83	456,689.20
10/15/24	10/15/24	Purchase - Interest 254683CS2	1.00	1,577.00	458,266.20
10/15/24	10/15/24	Purchase - Interest 254683CW3	1.00	1,972.83	460,239.03
10/15/24	10/15/24	Purchase - Interest 254683CY9	1.00	2,406.42	462,645.45
10/15/24	10/15/24	Purchase - Interest 31680EAD3	1.00	2,580.67	465,226.12
10/15/24	10/15/24	Purchase - Interest 344928AD8	1.00	1,065.63	466,291.75
10/15/24	10/15/24	Purchase - Interest 344930AD4	1.00	1,351.08	467,642.83
10/15/24	10/15/24	Purchase - Interest 345286AC2	1.00	87.78	467,730.61



## Account Statement

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
10/15/24	10/15/24	Purchase - Interest 34531QAD1	1.00	2,571.25	470,301.86
10/15/24	10/15/24	Purchase - Interest 34535EAD4	1.00	1,654.25	471,956.11
10/15/24	10/15/24	Purchase - Interest 41284YAD8	1.00	532.06	472,488.17
10/15/24	10/15/24	Purchase - Interest 41285JAD0	1.00	1,515.00	474,003.17
10/15/24	10/15/24	Purchase - Interest 437927AC0	1.00	1,437.92	475,441.09
10/15/24	10/15/24	Purchase - Interest 446144AE7	1.00	1,394.67	476,835.76
10/15/24	10/15/24	Purchase - Interest 448977AD0	1.00	239.97	477,075.73
10/15/24	10/15/24	Purchase - Interest 44933DAD3	1.00	3,120.26	480,195.99
10/15/24	10/15/24	Purchase - Interest 44933XAD9	1.00	776.33	480,972.32
10/15/24	10/15/24	Purchase - Interest 44935FAD6	1.00	30.45	481,002.77
10/15/24	10/15/24	Purchase - Interest 50117DAC0	1.00	1,621.83	482,624.60
10/15/24	10/15/24	Purchase - Interest 50117EAC8	1.00	761.71	483,386.31
10/15/24	10/15/24	Purchase - Interest 50117JAC7	1.00	1,945.17	485,331.48
10/15/24	10/15/24	Purchase - Interest 50117KAC4	1.00	1,526.92	486,858.40
10/15/24	10/15/24	Purchase - Interest 50117TAC5	1.00	0.69	486,859.09
10/15/24	10/15/24	Purchase - Interest 50117XAE2	1.00	29.37	486,888.46
10/15/24	10/15/24	Purchase - Interest 58768PAC8	1.00	3,225.91	490,114.37
10/15/24	10/15/24	Purchase - Interest 65480JAC4	1.00	1,684.16	491,798.53
10/15/24	10/15/24	Purchase - Interest 65480WAD3	1.00	2,045.83	493,844.36
10/15/24	10/15/24	Purchase - Interest 891940AC2	1.00	1,311.83	495,156.19
10/15/24	10/15/24	Purchase - Interest 891941AD8	1.00	1,648.50	496,804.69
10/15/24	10/15/24	Purchase - Interest 89231CAD9	1.00	615.08	497,419.77





## Account Statement

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
10/15/24	10/15/24	Purchase - Interest 89239HAD0	1.00	1,060.00	498,479.77
10/15/24	10/15/24	Purchase - Interest 90327VAC2	1.00	1,110.79	499,590.56
10/15/24	10/15/24	Purchase - Interest 98163KAC6	1.00	66.07	499,656.63
10/15/24	10/15/24	Purchase - Interest 6174468C6	1.00	2,050.00	501,706.63
10/15/24	10/15/24	Purchase - Principal 6174468C6	1.00	224,034.75	725,741.38
10/15/24	10/15/24	Purchase - Interest 63253QAA2	1.00	11,738.38	737,479.76
10/15/24	10/15/24	Purchase - Principal 63253QAA2	1.00	921,908.25	1,659,388.01
10/15/24	10/15/24	Purchase - Interest 91282CJV4	1.00	5,924.59	1,665,312.60
10/15/24	10/15/24	Purchase - Principal 91282CJV4	1.00	676,133.79	2,341,446.39
10/15/24	10/15/24	Purchase - Principal 14318MAD1	1.00	27,580.36	2,369,026.75
10/15/24	10/15/24	Purchase - Principal 14318UAD3	1.00	34,274.61	2,403,301.36
10/15/24	10/15/24	Purchase - Principal 14314QAC8	1.00	7,087.14	2,410,388.50
10/15/24	10/15/24	Purchase - Principal 02008MAC3	1.00	50,846.55	2,461,235.05
10/15/24	10/15/24	Purchase - Principal 14317HAC5	1.00	16,798.64	2,478,033.69
10/15/24	10/15/24	Purchase - Principal 14317DAC4	1.00	14,239.75	2,492,273.44
10/15/24	10/15/24	Purchase - Principal 98163KAC6	1.00	12,765.85	2,505,039.29
10/15/24	10/15/24	Purchase - Principal 89231CAD9	1.00	12,327.64	2,517,366.93
10/15/24	10/15/24	Purchase - Principal 448977AD0	1.00	13,222.58	2,530,589.51
10/15/24	10/15/24	Purchase - Principal 44933DAD3	1.00	43,478.09	2,574,067.60
10/15/24	10/15/24	Purchase - Principal 44935FAD6	1.00	9,167.38	2,583,234.98
10/15/24	10/15/24	Purchase - Principal 58768PAC8	1.00	48,770.40	2,632,005.38
10/15/24	10/15/24	Purchase - Principal 14044CAC6	1.00	10,408.76	2,642,414.14



## Account Statement

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
10/15/24	10/15/24	Purchase - Principal 02008JAC0	1.00	23,472.57	2,665,886.71
10/15/24	10/15/24	Purchase - Principal 50117EAC8	1.00	25,272.73	2,691,159.44
10/15/24	10/15/24	Purchase - Principal 50117JAC7	1.00	39,009.32	2,730,168.76
10/15/24	10/15/24	Purchase - Principal 65480JAC4	1.00	27,969.49	2,758,138.25
10/15/24	10/15/24	Purchase - Principal 345286AC2	1.00	10,739.58	2,768,877.83
10/15/24	10/15/24	Purchase - Principal 41284YAD8	1.00	20,935.07	2,789,812.90
10/15/24	10/15/24	Redemption - Principal 91282CLQ2	1.00	(1,300,355.47)	1,489,457.43
10/15/24	10/15/24	Redemption - Principal 341271AE4	1.00	(579,431.25)	910,026.18
10/15/24	10/15/24	Redemption - Interest 341271AE4	1.00	(3,078.47)	906,947.71
10/16/24	10/16/24	Purchase - Interest 362583AD8	1.00	1,098.88	908,046.59
10/16/24	10/16/24	Purchase - Interest 36267KAD9	1.00	749.38	908,795.97
10/16/24	10/16/24	Purchase - Interest 380146AC4	1.00	90.18	908,886.15
10/16/24	10/16/24	Purchase - Principal 380146AC4	1.00	9,616.16	918,502.31
10/16/24	10/16/24	Purchase-Principal 50117XAE2	1.00	16,521.23	935,023.54
10/16/24	10/16/24	Purchase-Principal 50117TAC5	1.00	1,339.22	936,362.76
10/16/24	10/16/24	Redemption - Principal 38014AAD3	1.00	(304,941.26)	631,421.50
10/16/24	10/16/24	Redemption - Principal 448976AD2	1.00	(379,972.18)	251,449.32
10/17/24	10/17/24	Redemption - Principal 89239TAD4	1.00	(219,987.72)	31,461.60
10/18/24	10/18/24	Purchase - Interest 448977AD0	1.00	21.55	31,483.15
10/18/24	10/18/24	Purchase - Principal 448977AD0	1.00	115,249.74	146,732.89
10/21/24	10/21/24	Purchase - Interest 06051GFX2	1.00	7,437.50	154,170.39
10/21/24	10/21/24	Purchase - Interest 43815GAC3	1.00	53.77	154,224.16



## Account Statement

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
10/21/24	10/21/24	Purchase - Principal 14913UAA8	1.00	502,000.00	656,224.16
10/21/24	10/21/24	Purchase - Interest 14913UAA8	1.00	9,425.00	665,649.16
10/21/24	10/21/24	Purchase - Principal 14913UAA8	1.00	300,834.00	966,483.16
10/21/24	10/21/24	Purchase - Interest 14913UAA8	1.00	5,655.00	972,138.16
10/21/24	10/21/24	Purchase - Principal 43815GAC3	1.00	10,513.35	982,651.51
10/22/24	10/22/24	Purchase - Interest 949746RW3	1.00	6,750.00	989,401.51
10/23/24	10/23/24	Redemption - Principal 65479WAD6	1.00	(224,979.21)	764,422.30
10/24/24	10/24/24	Redemption - Principal 43816DAC9	1.00	(294,958.26)	469,464.04
10/24/24	10/24/24	Redemption - Principal 92970QAE5	1.00	(399,940.56)	69,523.48
10/25/24	10/25/24	Purchase - Interest 89115B6K1	1.00	59,780.00	129,303.48
10/25/24	10/25/24	Purchase - Interest 05592XAD2	1.00	843.29	130,146.77
10/25/24	10/25/24	Purchase - Interest 05602RAD3	1.00	368.88	130,515.65
10/25/24	10/25/24	Purchase - Interest 096919AD7	1.00	2,007.25	132,522.90
10/25/24	10/25/24	Purchase - Interest 16144QAC9	1.00	647.90	133,170.80
10/25/24	10/25/24	Purchase - Interest 16144YAC2	1.00	2,120.08	135,290.88
10/25/24	10/25/24	Purchase - Interest 3136ARTE8	1.00	619.07	135,909.95
10/25/24	10/25/24	Purchase - Interest 3136AUKX8	1.00	1,289.15	137,199.10
10/25/24	10/25/24	Purchase - Interest 3137BN6G4	1.00	1,372.71	138,571.81
10/25/24	10/25/24	Purchase - Interest 3137BNGT5	1.00	2,573.44	141,145.25
10/25/24	10/25/24	Purchase - Interest 3137BRQJ7	1.00	2,462.92	143,608.17
10/25/24	10/25/24	Purchase - Interest 3137BSP72	1.00	1,890.26	145,498.43
10/25/24	10/25/24	Purchase - Interest 3137BTUM1	1.00	1,368.11	146,866.54



## Account Statement

For the Month Ending **October 31, 2024**

### City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
10/25/24	10/25/24	Purchase - Interest 3137BUX60	1.00	1,422.08	148,288.62
10/25/24	10/25/24	Purchase - Interest 3137BVZ82	1.00	1,429.17	149,717.79
10/25/24	10/25/24	Purchase - Interest 3137F1G44	1.00	1,553.94	151,271.73
10/25/24	10/25/24	Purchase - Interest 3137FAWS3	1.00	1,530.46	152,802.19
10/25/24	10/25/24	Purchase - Interest 3137FBBX3	1.00	3,108.84	155,911.03
10/25/24	10/25/24	Purchase - Interest 3137FBU79	1.00	1,521.74	157,432.77
10/25/24	10/25/24	Purchase - Interest 3137FETM2	1.00	661.99	158,094.76
10/25/24	10/25/24	Purchase - Interest 3140J9DU2	1.00	439.26	158,534.02
10/25/24	10/25/24	Purchase - Interest 3137FNWX4	1.00	1,141.00	159,675.02
10/25/24	10/25/24	Purchase - Interest 3137FREE7	1.00	931.56	160,606.58
10/25/24	10/25/24	Purchase - Principal 3137FREE7	1.00	620.75	161,227.33
10/25/24	10/25/24	Purchase - Principal 05602RAD3	1.00	13,825.44	175,052.77
10/25/24	10/25/24	Purchase - Principal 3137FBU79	1.00	974.35	176,027.12
10/25/24	10/25/24	Purchase - Principal 3137FETM2	1.00	10,244.25	186,271.37
10/25/24	10/25/24	Purchase - Principal 3137BTUM1	1.00	1,014.50	187,285.87
10/25/24	10/25/24	Purchase - Principal 3140J9DU2	1.00	3,624.08	190,909.95
10/25/24	10/25/24	Purchase - Principal 3136ARTE8	1.00	453.84	191,363.79
10/25/24	10/25/24	Purchase - Principal 3136AUKX8	1.00	1,249.55	192,613.34
10/28/24	10/28/24	Purchase - Interest 693475BH7	1.00	9,782.48	202,395.82
10/28/24	10/28/24	Purchase-Principal 3137FNWX4	1.00	367.87	202,763.69
10/28/24	10/28/24	Purchase - Principal 693475BH7	1.00	345,000.00	547,763.69
10/31/24	11/01/24	Accrual Income Div Reinvestment - Distributions	1.00	1,343.59	549,107.28



## Account Statement

For the Month Ending **October 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
Closing Balance					549,107.28
		Month of October	Fiscal YTD July-October		
Opening Balance		138,243.25	39,967.95	Closing Balance	549,107.28
Purchases		7,833,795.22	20,927,284.49	Average Monthly Balance	315,977.57
Redemptions (Excl. Checks)		(7,422,931.19)	(20,418,145.16)	Monthly Distribution Yield	5.03%
Check Disbursements		0.00	0.00		
Closing Balance		549,107.28	549,107.28		
Cash Dividends and Income		1,343.59	7,190.48		



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 10, 2024

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

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

**SUBJECT:** REJECTION OF CLAIM: DONNA MILES

---

### **RECOMMENDED ACTION**

It is recommended that the City Council reject the claim submitted Donna Miles.

Should the City Council desire to discuss this matter, it would be scheduled for a future closed session.

### **ATTACHMENTS**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Nathan Tinclair, Associate Planner *NST*

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

**SUBJECT:** Second Reading: Housing-Related Zoning Code Updates Ordinance (LA2024-0003)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the ordinance making text amendments to Title 9, Chapter 5, Articles 2 (Definitions) and 38 (Land Use Regulations) of the Antioch Municipal Code, to reflect updated requirements for emergency shelters, major transit stops, supportive housing, transitional housing, employee housing, and replacement units required as part of development projects.

### **FISCAL IMPACT**

There is no anticipated direct or indirect fiscal impact because of this action.

### **DISCUSSION**

This item proposes that the City Council adopt an ordinance amending the Zoning Code to meet new state law requirements and fulfill Housing Element implementation programs. Specifically – the ordinance would make the following changes:

1. Update the definitions of Emergency Shelters and Major Transit Stops.
2. Add a section that creates Employee Housing as a land use category and provides guidelines for its development including that housing for six or fewer employees be considered a single-family structure, and that housing for agricultural employees be considered an agricultural use.
3. Clarify that both supportive and transitional housing projects are considered a residential use of property, subject to the same restrictions that apply to other dwellings of the same type in the same zone.
4. Add a section that establishes requirements for the replacement of dwelling units.
5. Update footnotes to Table of Land Use Regulations to reflect updates in State law.

### **BACKGROUND**

The City of Antioch's 2023-2031 Housing Element, which was adopted on January 24, 2023, and certified by the California Department of Housing and Community Development on October 12, 2023, outlines 67 implementing programs to support the production of

housing for all income levels, household types, and needs, and deliver the 3,016 units assigned as part of Antioch's Regional Housing Needs Allocation (RHNA).

Concurrently with the adoption of the Housing Element in January 2023, staff brought forward an ordinance, approved by City Council, amending several sections of the zoning code to comply with Housing Element policies and state laws, including changes to the design review process for multi-family projects, rezoning of parcels identified in the Housing Element, and updates to the allowed uses in residential and mixed-use zones. On November 28, 2023, the City Council adopted two additional ordinances related to updating the zoning code in furtherance of the Housing Element and compliance with state laws, including establishing new requirements for accessory dwelling units (ADU's).

Since development and adoption of the Housing Element, the State of California has continued to implement legislation regulating the ways in which cities evaluate housing project applications, including AB 2553, discussed further below.

This proposed ordinance is in furtherance of the following Housing Element programs and state laws:

#### Housing Element Programs

*3.1.5 Emergency Shelters, Supportive, and Transitional Housing* – this program requires updates to the zoning code to accommodate emergency shelters, supportive and transitional housing. The zoning code was previously amended to update requirements for emergency shelters, to allow supportive housing in multi-family zoning districts, as well as allow transitional housing subject to the same standards and procedures of residential uses in the same zone.

*3.1.6 Zoning for Employee Housing*— this program requires updates to the zoning code to accommodate employee housing – including defining housing for six or fewer employees as a single-family structure, as well as treating agricultural employee housing for 36 beds or less in group setting, or 12 individual units or less, as an agricultural use.

*5.1.18 Replacement Housing*—this program requires that replacement of units affordable to the same or lower income level be included as a condition of development on any nonvacant site identified in the Housing Element.

#### State Laws

*AB 2553* – passed in 2023. This legislation updates the definition of “Major Transit Stop” – which includes rail or bus rapid transit stations, ferry terminals served by bus or rail transit, and the intersection of two or more major bus routes with a frequency of service interval of 20 minutes or less (was previously 15 minutes or less). In Antioch, the only locations currently meeting the definition of a Major Transit Stop are the Antioch BART station and Antioch-Pittsburg Amtrak station.

*SB 330/AB 1218* – SB 330, the Housing Crisis Act of 2019, added replacement unit requirements applicable to housing developments proposing to demolish existing dwelling units. AB 1218, passed in 2023, expanded these replacement unit requirements to all development projects demolishing protected units.



## ANALYSIS

The proposed ordinance implements Housing Element programs, codifies state law, and provides clarification and upkeep for the Antioch Municipal Code.

Antioch's zoning regulations only allow for the continuation of the small amounts of existing agricultural uses, not expansion of agriculture, so staff does not anticipate that the employee housing amendments will result in significant development of agricultural workforce housing in Antioch. Small employee housing for six or fewer residents would be treated as a single-family house and could be developed in neighborhoods throughout the city.

The requirement for replacement dwelling units comes from state housing element law and the Housing Crisis Act of 2019. Projects that replace protected dwelling units would be required to provide comparable replacement units affordable to the same income level.

Government Code section 66300.5 defines protected units as:

- 1) Residential dwelling units that are or were subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income in the past five years;
- 2) Residential dwelling units that are or were subject to any form of rent or price control through a public entity's valid exercise of its police power within the past five years;
- 3) Residential dwelling units that are or were rented by lower or very low-income households within the past five years;
- 4) Residential dwelling units that were withdrawn from rent or lease in accordance with Chapter 12.75... of Division 7 of Title 1 within the past 10 years.

There is an additional requirement that housing development projects must create at least as many units as they will demolish, as well as replacement unit requirements for non-vacant sites listed within the Housing Element inventory of available sites.

The proposed ordinance clarifies that per Government Code section 65583(c)(3), supportive housing (i.e. transitional housing) is also allowed subject to the same standards and procedures of residential uses in the same zone, and it adds a footnote better defining transitional housing.

The table below summarizes the proposed text amendments and the reason for requesting them:

AMC Section	Summary of Amendments	Reason for Amendments
<b>9-5.203</b> DEFINITIONS	Clarifying that emergency shelters include navigation centers, bridge housing, respite or recuperative care.	Housing Element Program 3.1.5 Emergency Shelters, Supportive and Transitional Housing
	Changing frequency of bus service required to be considered a Major Transit Stop from intervals of 15 minutes or less to 20 minutes or less.	AB 2553
<b>9-5.3803</b> TABLE OF LAND USE REGULATIONS	Add new category Employee Housing with footnotes 20 (employee housing for six or fewer considered a single-family structure) and 21 (agricultural housing developments).	Housing Element Program 3.1.6 Zoning for Employee Housing
	Make Supportive Housing permitted by right in RE/RR and R-4/R-6 districts subject to footnotes 11 and 17. Footnote 17 amended to clarify that supportive housing is subject to only those restrictions that apply to other dwellings of the same type in the same zone.	Housing Element Program 3.1.5 Emergency Shelters, Supportive and Transitional Housing  Government Code section 65583(c)(3)
	Make Transitional Housing permitted by right in RE/RR and R-4/R-6 districts subject to footnotes 11 and 22. Footnote 22: transitional housing is subject to only those restrictions that apply to other dwellings of the same type in the same zone.	Housing Element Program 3.1.5 Emergency Shelters, Supportive and Transitional Housing  Government Code section 65583(c)(3)
<b>9-5.3809</b> AGRICULTURAL USES	Amend to read that employee housing is also permitted subject to § 9-5.3851.	Housing Element Program 3.1.6 Zoning for Employee Housing

<b>9-5.3851 EMPLOYEE HOUSING</b>	Establishes regulations for development of employee housing. Employee housing for six or fewer deemed a single-family structure. Agricultural employee housing of up to 36 beds in group quarters, or 12 individual units, is considered an agricultural use.	Housing Element Program 3.1.6 Zoning for Employee Housing
<b>9-5.3852 REPLACEMENT OF DWELLING UNITS</b>	Establishes replacement unit requirements for certain projects that involve the demolition of dwelling units.	Housing Element Program 3.1.8 Replacement Housing  SB 330/AB 1218

On November 6, 2024, the Antioch Planning Commission held a public hearing regarding the proposed ordinance. There were no comments from the public. The Commission asked staff about the staff report, and for clarification regarding replacement unit requirements and the definition of protected units. Upon close of the public hearing, the Antioch Planning Commission voted 5-0, with one Commissioner absent, to recommend City Council approval of the proposed ordinance.

On November 26, 2024, the Antioch City Council introduced and waived further reading of the ordinance. After discussion, the Council voted 4-0, with one Council member absent to approve the ordinance.

The adoption of an ordinance requires two separate readings. This second reading will finalize the adoption of the ordinance. The ordinance will take effect 30 days after its final passage (Gov. Code, § 36937).

### **ENVIRONMENTAL REVIEW**

The proposed Ordinance is not a project under CEQA, pursuant to CEQA Guidelines section 15378(b)(5) and Public Resources Code section 21065, because it constitutes organizational or administrative activities of the City that will not result in direct or reasonably foreseeable indirect physical changes in the environment. Specifically, the proposed Ordinance would only establish and clarify administrative processes required by state law and would not approve new construction or other groundbreaking activities. Thus, there is no potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment. Accordingly, this Ordinance is not a project under CEQA, and no further environmental review is required. This determination reflects the City's independent judgment and analysis.

### **ATTACHMENTS**

A. Proposed Ordinance

# **ATTACHMENT “A”**

## **ORDINANCE NO. XXXX-C-S**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING TITLE 9, CHAPTER 5, ARTICLES 2 AND 38 OF THE ANTIOCH MUNICIPAL CODE, ZONING, TO IMPLEMENT ZONING MODIFICATIONS RELATED TO THE GENERAL PLAN HOUSING ELEMENT AND UPDATES TO STATE LAW, AND FINDING THE ACTION NOT A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

**WHEREAS**, the state Housing Element Law (Cal. Gov. Code §§ 65580 – 65589.11) requires that the City of Antioch (“Antioch” or “City”) adopt a General Plan Housing Element for the eight-year period of 2023-2031 (“Housing Element”), to accommodate the City’s regional housing need allocation (RHNA), and identify actions that will be taken to accommodate that portion of the City’s share of the regional housing need for each income level, that could not be accommodated on sites identified in the Housing Element inventory without rezoning (Gov. Code § 65583(c)(1)).

**WHEREAS**, on January 24, 2023, the City adopted the Housing Element and on October 12, 2023, the California Department of Housing and Community Development certified the Housing Element;

**WHEREAS**, to accommodate the RHNA allocation and increase the production and availability of housing in Antioch, the Housing Element outlines 67 separate Implementing Programs (“Program or Programs”), including Program 3.1.6, Zoning for Employee Housing, and Program 5.1.18, Replacement Housing;

**WHEREAS**, Title 9, Chapter 5 (Zoning) of the Antioch Municipal Code (“AMC”) contains the City’s zoning and land use regulations;

**WHEREAS**, to implement these Housing Element Programs, as well as maintain compliance with state Housing Element Law, AMC Title 9, Chapter 5, Articles 2 (Definitions) and 38 (Land Use Regulations) must be amended to update requirements for emergency shelters, major transit stops, supportive housing, transitional housing, employee housing, and replacement units required as part of development projects;

**WHEREAS**, this proposed ordinance (“Ordinance”) amends AMC Title 9, Chapter 5, Articles 2 and 38 to fulfill Housing Element Programs and comply with State law;

**WHEREAS**, on November 6, 2024, the Planning Commission held a duly noticed public hearing to consider the proposed Ordinance related to Zoning code amendments to implement Housing Element Programs, received the staff report and staff presentation, received comments from the public and interested parties, and discussed the matter.

Following the public hearing, the Planning Commission adopted Resolution No. 2024-15 recommending the City Council adopt the proposed Ordinance;

**WHEREAS**, on November 26, 2024, the City Council held a duly noticed public hearing to consider the proposed Ordinance related to Zoning code amendments to implement Housing Element Programs, received the staff report and staff presentation, received comments from the public and interested parties, considered the recommendation of the Planning Commission and discussed the matter;

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

The City Council of the City of Antioch does ordain as follows:

**SECTION 1: Recitals**

The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

**SECTION 2: Findings**

The City Council finds that the Ordinance is necessary to further the public necessity, convenience, and general welfare in that the purpose of the Ordinance is to ensure that the City's Municipal Code will comply with state law, as well as implement Housing Element Programs.

**SECTION 3: City Council Review**

The City Council has reviewed, considered, and evaluated all of the information prior to acting upon the Ordinance.

**SECTION 4: Record of Proceedings**

The documents and other materials that constitute the record of proceedings upon which the City Council has based its recommendation are located in and may be obtained from the City of Antioch's Clerk's Office, 200 H Street, Antioch, CA 94509

**SECTION 5: Amendment to Section 9-5.203**

Section 9-5.203 of the Antioch Municipal Code is hereby amended to read as follows, with additions shown in underline and deletions indicated by strikethrough:

**§ 9-5.203 DEFINITIONS.**

**EMERGENCY SHELTER.** A temporary, short-term residence providing housing with minimal support service for homeless families or individual persons where occupancy is limited to six months or less, as defined in Cal. Health and Safety Code § 50801. Medical assistance, counseling, and meals may be provided. An emergency shelter shall include other interim interventions, including,

but not limited to, a navigation center, bridge housing, and respite or recuperative care.

**MAJOR TRANSIT STOP.** Consistent with California Public Resources Code Section 21064.3, a site containing any of the following:

- (a) An existing rail or bus rapid transit station
- (b) A ferry terminal served by either a bus or rail transit service
- (c) The intersection of two or more major bus routes with a frequency of service interval of ~~15~~ 20 minutes or less during the morning and afternoon peak commute periods.

**SECTION 6: Amendment to Section 9-5.3803**

Section 9-5.3803 of the Antioch Municipal Code is hereby amended to read as follows, with additions shown in underline and deletions indicated by strikethrough:

**§ 9-5.3803 TABLE OF LAND USE REGULATIONS.**

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3 5	PB C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES 9	CB	TH	CIH 14	IH	
RESIDENTIAL USES																							
Day-care centers(§ 9-5.3832)	U	U	U	U	U	U	U	U	U	U	U	U	—	—	U	—	U	*	—	—	—	— <sup>18</sup>	
Senior Group Housing <sup>10</sup>	P	P	U	U	U	U	—	—	—	—	—	U	U	—	—	—	U	*	—	—	—	P	
Family care home <sup>10</sup>	P	P	P	P	—	—	—	—	—	—	—	U	U	—	—	—	U		—	—	—	P	
Fraternity-sorority house/dormitory	U	U	U	U	U	U	—	—	—	—	—	U	—	—	—	—	—	*	—	—	—	—	
<u>Employee Housing (§ 9-5.3809 &amp; § 9-5.3851)</u>	<u>p<sup>20, 21</sup></u>	<u>p<sup>20</sup></u>	<u>p<sup>20</sup></u>	<u>p<sup>20</sup></u>	<u>p<sup>20</sup></u>	<u>p<sup>20</sup></u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>=</u>	<u>=</u>	<u>p<sup>21</sup></u>	<u>=</u>	<u>—</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	
Home occupations	A	A	A	A	A	A						A	—	—	—	—	—	*	—	—	P	P	
Hospice <sup>10</sup>	—	—	U	U	U	U	—	U	U	—	—	U	—	—	—	—	U <sub>2</sub>	*	—	—	—	—	

	RE RR	R-4 R-6	R-10	R-2 0	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES <sup>9</sup>	CB	TH	CIH 14	IH
Low Barrier Navigation Center												P					P	P		P	P	P
Mobile homepark	—	—	U	U	U	U	—	—	—	—	—	—	—	—	—	—	—	*	—	—	—	—
Multiple- family: condominium , apartment, town-house (§9- 5.3820)	—	—	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	P <sup>11</sup>	—	—	—	—	—	P <sup>11</sup>	—	—	—	—	U <sub>2</sub>	*	—	—	P <sup>15</sup> U <sup>16</sup>	— <sup>19</sup>
Recreational vehicle park (§9-5.3830)	—	—	—	—	—	—	—	—	—	—	U	—	U	—	—	U	—	*	—	—	—	—
Residential care facility <sup>10</sup>	—	—	U	U	U	U	—	U	U	—	—	U	—	—	—	—	U	*	—	—	—	—
Supportive Housing	<u>P<sup>11, 17</sup></u>	<u>P<sup>11, 17</sup></u>	P <sup>11, 17</sup>	P <sup>11, 17</sup>	P <sup>11, 17</sup>	P <sup>11, 17</sup>						P <sup>11, 17</sup>					U	P <sup>17</sup>		P <sup>17</sup>	P <sup>15, 17</sup>	P <sup>17</sup>
Residential hotel	—	—	U	U	U	U	—	U	U	U	U	U	—	—	—	—	—	*	—	—	—	—



	RE RR	R-4 R-6	R-10	R-2 0	R-2 5	R- 35	PB C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES <sup>9</sup>	CB	TH	CIH <sub>14</sub>	IH
Room & boarding house	—	—	U	U	U	U	—	U	U	U	U	U	—	—	—	—	—	*	—	—	—	—
Accessory Dwelling Unit (§9-5.3805)	A	A	A	A	A	A	—	—	—	—	—	—	—	—	—	—	—	*	—	—	—	—
Cottage Community																						P
Single-family dwelling	P	P	U	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>	—	—	—	—	—	U	U	—	—	—	—	*	—	—	—	—
Tobacco and paraphernalia retailers (§9-5.3843)	—	—	—	—	—	—	—	—	—	—	U	—	—	—	—	—	—	—	—	—	—	—
Two-family dwelling	—	—	P	P	P	P	—	—	—	—	—	U	—	—	—	—	—	*	—	—	—	—
Transitional Housing	<u>P<sup>11, 22</sup></u>	<u>P<sup>11, 22</sup></u>	<u>P<sup>11, 22</sup></u>	<u>P<sup>11, 22</sup></u>	<u>P<sup>11, 22</sup></u>	<u>P<sup>11, 22</sup></u>	—	—	—	—	—	<u>P<sup>11, 22</sup></u>	—	—	—	—	U	<u>P<sup>22</sup></u>	<u>—</u>	U	<u>P<sup>15</sup></u> <u>U<sup>16</sup></u>	<u>P<sup>11, 22</sup></u>
PUBLIC AND SEMI-PUBLIC USES																						
Bus & transit maintenance facility	—	—	—	—	—	—	—	—	—	—	—	—	U	—	U	U	—	*	—	—	—	—

Bus & train terminal	—	—	—	—	—	—	—	—	—	—	—	—	U	—	U	U	—	*	—	—	—	—
Clubs & Lodges(private & public)	—	U	U	U	U	U	U	U	U	U	U	U	U	—	—	—	U	*	—	—	—	—
	RE RR	R-4 R-6	R-10	R-2 0	R-2 5	R-35	PB C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES <sup>9</sup>	CB	TH	CIH <sub>14</sub>	IH
Convalescent and Extended Care	—	—	U	U	U	U	—	—	—	—	—	U	—	—	—	—	U	—	—	—	—	
Correctional facility <sup>12</sup>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	—	—	—	—	
Cultural institutions	—	—	—	—	—	—	U	U	—	U	U	U	U	—	U	—	U	*	—	—	—	
Government offices	—	—	—	—	—	—	U	P	P	P	P	U	—	—	U	U	—	*	—	—	—	
Heliport (§9-5.3806)	—	—	—	—	—	—	U	—	—	—	—	—	U	—	U	U	U	*	—	—	—	
Emergency shelter	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	P	—	—	—	

	RE RR	R-4 R-6	R-1 0	R-20	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES 9	CB	TH	CIH 14	IH
Hospitals (§ 9-5.3827):																						
Acute care	—	—	—	—	—	—	U	U	—	—	—	U	—	—	U	—	U	*	—	—	—	—
Rehabilitation	—	—	—	—	—	—	U	U	—	—	—	U	—	—	U	—	U	*	—	—	—	—
Psychiatric/ chemical dependency	—	—	—	—	—	—	U	U	—	—	—	U	—	—	U	—	U	*	—	—	—	—
Medical care—urgent	—	—	—	—	—	—	U	U	—	—	—	U	—	—	P	U	P	*	—	—	—	—
Parks	P	P	P	P	P	P	P	P	—	U	U	U	P	P	U	U	—	*	—	—	—	—
Public assembly	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	—	—	—	— <sup>18</sup>
Public safety facilities	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	—	—	—	—
Public utility yard	—	—	—	—	—	—	—	—	—	—	—	—	U	—	U	U	—	*	—	—	—	—
Religious assembly <sup>3</sup> (§9- 5.3832)	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	—	—	—	—
Satellite antenna(§ 9-5.3807)	A	A	A	A	A	A	A	A	A	A	A	A	A	—	A	A	A	*	—	—	—	—

Schools, private and preschools	U	U	U	U	U	U	U	U	U	U	—	U	—	—	U	—	U	*	—	—	—	— <sup>18</sup>
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	RE RR	R-4 R-6	R-10	R-20	R-2 5	R-35	PB C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES 9	CB	TH	CIH 14	IH
Utility substations	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	U	*	—	—	—	—

COMMERCIAL USES

Adult book stores, motion picture arcades, and model studios (§ 9-5.3808)	—	—	—	—	—	—	—	—	—	U	U	—	—	—	—	—	—	*	—	—	—	—
Adult entertainment, other (§ 9-5.3808)	—	—	—	—	—	—	—	—	—	U	U	—	—	—	—	—	—	*	—	—	—	—
Agricultural uses (§ 9-5.3809)	P	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	*	—	—	—	—
Appliance maintenance & repair services:																						
Major	—	—	—	—	—	—	—	—	—	P	P	P	—	—	P	P	—	*	—	—	—	—

Minor	—	—	—	—	—	—	—	P	P	P	P	P	—	—	P	P	—	*	—	—	—	—
Amusement center (§ 9-5.3813)	—	—	—	—	—	—	—	—	U	U	U	U	U	—	—	—	—	*	—	—	—	—

	RE R R	R-4 R-6	R-1 0	R-20	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	E S <sup>9</sup>	CB	TH	CIH 14	IH
Animal hospital veterinary clinics	—	—	—	—	—	—	U	—	U	U	U	U	—	—	U	U	—	*	—	—	—	—
Antique store	—	—	—	—	—	—	—	—	—	P	P	A	U	—	U	—	—	*	—	—	—	—
Auto sales, rental	—	—	—	—	—	—	U	—	—	U	U	U	—	—	—	—	—	*	—	—	—	—
Auto storage	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—
Auto service station (§ 9-5.3815)	—	—	—	—	—	—	—	—	U	U	U	U	—	—	U	U	—	*	—	—	—	—
Auto repair:																						
Major	—	—	—	—	—	—	U	—	—	—	U	U	—	—	U	P	—	*	—	—	—	—
Minor	—	—	—	—	—	—	U	—	U	U	U	U	—	—	P	P	—	*	—	—	—	—
Bakeries-retail	—	—	—	—	—	—	—	—	P	P	P	P	U	—	P	P	—	*	—	—	—	—
Bank or savings & loan	—	—	—	—	—	—	P	P	P	P	P	P	—	—	—	—	—	*	—	—	—	—
Bar (§ 9-5.3831)	—	—	—	—	—	—	—	—	—	U	U	U	U	—	—	—	—	*	—	—	—	—

Barber & beauty shop	—	—	—	—	—	—	—	—	P	P	P	P	—	—	—	—	—	*	—	—	—	—
----------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

	RE RR	R-4 R-6	R-1 0	R-20	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	E S <sup>9</sup>	CB	TH	CIH 14	IH
Bed and breakfast inns (§9-5.3819)	U	U	—	—	—	—	—	—	—	—	—	U	U	—	—	—	—	*	—	—	—	—
Boat repair																						
Major	—	—	—	—	—	—	U	—	—	—	U	U	U	—	U	P	—	*	—	—	—	—
Minor	—	—	—	—	—	—	U	—	U	U	U	U	U	—	P	P	—	*	—	—	—	—
Boat, RV—storage facility (§ 9-5.3810)	—	—	—	—	—	—	—	—	—	—	U	U	U	—	U	P	—	*	—	—	—	—
Bowling alleys (§9-5.3831)	—	—	—	—	—	—	—	—	—	U	U	U	—	—	—	—	—	*	—	—	—	—
Cannabis business (§ 9-5.3845)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U <sup>13</sup>	—	—	—
Car and vehicle wash	—	—	—	—	—	—	—	—	—	U	U	U	U	—	U	U	—	*	—	—	—	—
Card room	—	—	—	—	—	—	—	—	—	U	U	—	—	—	—	—	—	*	—	—	—	—

Catering services	—	—	—	—	—	—	—	—	—	P	P	P	A	—	U	—	—	*	—	—	—	—
Clothing store	—	—	—	—	—	—	—	—	—	P	P	P	A	—	—	—	—	*	—	—	—	—

	RE RR	R-4 R-6	R-1 0	R-20	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES <sup>9</sup>	CB	TH	CIH <sub>14</sub>	IH
Combined residential/commercial structure	—	—	—	—	—	—	—	—	—	—	—	U	U	—	—	—	—	*	—	—	—	—
Computer gaming and internet access business	—	—	—	—	—	—	—	—	—	—	U	—	—	—	—	—	—	—	—	—	—	—
Confectionery stores	—	—	—	—	—	—	—	—	P	P	P	P	A	—	—	—	—	*	—	—	—	—
Dance hall	—	—	—	—	—	—	—	—	—	U	U	U	—	—	U	—	—	*	—	—	—	—

	RE RR	R-4 R-6	R-1 0	R-20	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES <sup>9</sup>	C B	TH	CIH <sub>14</sub>	IH
Drive-up window (all uses)	—	—	—	—	—	—	U	U	U	U	U	U	—	—	U	U	U	*	—	—	—	—
Dry cleaning agencies; pick-up and self-serve	—	—	—	—	—	—	—	—	P	P	P	P	—	—	—	—	—	*	—	—	—	—

Florist shop	—	—	—	—	—	—	P	—	P	P	P	P	—	—	—	—	P	*	—	—	—	—
Food stores (§9-5.3831):																						
Convenience store	—	—	—	—	—	—	—	—	U	U	U	U	U	—	—	—	U	*	—	—	—	—
Supermarket	—	—	—	—	—	—	—	—	U	P	P	U	—	—	—	—	—	*	—	—	—	—
Fortune-teller’s	—	—	—	—	—	—	—	—	—	U	U	U	—	—	—	—	—	*	—	—	—	—
Funeral parlor & mortuary	—	—	—	—	—	—	—	—	U	U	U	U	—	—	—	—	—	*	—	—	—	—
Furniture stores	—	—	—	—	—	—	—	—	—	P	P	U	—	—	—	—	—	*	—	—	—	—
Gift shop	—	—	—	—	—	—	—	—	—	P	P	P	P	—	—	—	—	*	—	—	—	—
Gun sales (§9-5.3833)	—	—	—	—	—	—	—	—	—	U	U	U	U	—	—	—	—	*	—	—	—	—
Hardware store	—	—	—	—	—	—	—	—	U	P	P	U	U	—	—	—	—	*	—	—	—	—
Health club/fitness center	—	—	—	—	—	—	U	—	U	P	P	U	—	—	U	—	U	*	—	—	—	—
	RE RR	R-4 R-6	R-1 0	R-20	R-2 5	R-3 5	PB C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES 9	C B	TH	CIH 14	IH
Hotel & motels	—	—	—	—	—	—	U <sup>5</sup>	U	—	P	P	P	U	—	U <sup>5</sup>	—	U	*	—	—	—	—
Jewelry store	—	—	—	—	—	—	—	—	—	P	P	P	U	—	—	—	—	*	—	—	—	—
Kennels	—	—	—	—	—	—	—	—	—	U	U	—	—	—	U	U	—	*	—	—	—	—



Laboratories; medical, dental, optical	—	—	—	—	—	—	P	P	U	U	U	U	—	—	U	—	P	*	—	—	—	—
--	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

	RE RR	R-4 R-6	R-1 0	R-20	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	E S <sup>9</sup>	CB	TH	CIH <sub>14</sub>	IH
Launderette	—	—	—	—	—	—	—	—	P	P	P	P	—	—	—	—	—	*	—	—	—	—
Liquor stores (§9-5.3831)	—	—	—	—	—	—	—	—	U	U	U	U	—	—	—	—	—	*	—	—	—	—
Live entertainment	—	—	—	—	—	—	—	—	—	U	U	U	U	—	—	—	—	*	—	—	—	—
Marina	—	—	—	—	—	—	—	—	—	—	—	—	U	—	—	—	—	*	—	—	—	—
Miniature golf courses	—	—	—	—	—	—	—	—	—	U	U <sup>6</sup>	U	—	—	U	—	—	*	—	—	—	—
Mini-storage	—	—	—	—	—	—	—	—	—	—	—	U	U	—	U	P	—	*	—	—	—	—
Nurseries (horticulture) (§ 9-5.3824)	—	—	—	—	—	—	—	—	—	P	P	U	U	—	P	P	—	*	—	—	—	—
Offices:																						
Business & professional	—	—	—	—	—	—	P	P	U	P	P	P	U	—	—	—	P	*	—	—	—	— <sup>18</sup>

Medical (includes clinics)	—	—	—	—	—	—	P	P	U	P	P	P	U	—	—	—	P	*	—	—	—	—
Paint store	—	—	—	—	—	—	—	—	—	P	P	U	—	—	U	—	—	*	—	—	—	—
Parking lot (commercial) (§9- 5.3837)	—	—	—	—	—	—	A	A	A	A	A	A	A	A	P	P	A	*	—	—	—	—

	<b>RE RR</b>	<b>R-4 R-6</b>	<b>R-1 0</b>	<b>R-20</b>	<b>R-2 5</b>	<b>R-3 5</b>	<b>P B C</b>	<b>C-0</b>	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>MC R</b>	<b>WF</b>	<b>OS</b>	<b>M-1</b>	<b>M-2</b>	<b>H</b>	<b>E S<sup>9</sup></b>	<b>CB</b>	<b>TH</b>	<b>CIH 14</b>	<b>IH</b>
Pawn shops	—	—	—	—	—	—	—	—	—	U	U	U	—	—	—	—	—	*	—	—	—	—
Pet shop	—	—	—	—	—	—	—	—	P	P	P	P	U	—	—	—	—	*	—	—	—	—
Pharmacy	—	—	—	—	—	—	U	P	P	P	P	P	A	—	P	P	P	*	—	—	—	—
Photographer	—	—	—	—	—	—	—	P	P	P	P	P	A	—	U	—	—	*	—	—	—	—

	<b>RERR</b>	<b>R-4 R-6</b>	<b>R-1 0</b>	<b>R-20</b>	<b>R-2 5</b>	<b>R-3 5</b>	<b>P B C</b>	<b>C-0</b>	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>MC R</b>	<b>WF</b>	<b>OS</b>	<b>M-1</b>	<b>M-2</b>	<b>H</b>	<b>E S<sup>9</sup></b>	<b>CB</b>	<b>TH</b>	<b>CIH 14</b>	<b>IH</b>
Printing & blue printing	—	—	—	—	—	—	—	P	P	U	U	U	—	—	P	P	—	*	—	—	—	—
Radio & TV sales & repair	—	—	—	—	—	—	—	—	U	P	P	P	—	—	—	—	—	*	—	—	—	—

Recycling facilities:																							
Reverse vending machines (§ 9-5.3811)	—	—	—	—	—	—	—	—	P	P	P	P	—	—	P	P	—	*	—	—	—	—	—
Small collection facility (§ 9-5.3812)	—	—	—	—	—	—	—	—	A	A	A	A	—	—	A	A	—	*	—	—	—	—	—
Large collection facility (§ 9-5.3813)	—	—	—	—	—	—	—	—	A	A	A	A	—	—	A	A	—	*	—	—	—	—	—
Light processing facility	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—	—
Heavy processing facility (§ 9-5.3815)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—	—
Repair service	—	—	—	—	—	—	—	—	—	—	U	U	U <sup>7</sup>	—	P	P	—	*	—	—	—	—	—

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3 5	PB C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	E S <sup>9</sup>	CB	TH	CIH 14	IH
Restaurants (§§ 9-5.3823 and 9-5.3831):																						
General	—	—	—	—	—	—	P	P	P	P	P	P	P	—	U <sup>5</sup>	—	—	*	—	—	—	—
Fast food	—	—	—	—	—	—	U	—	—	U	U	U	U	—	U <sup>5</sup>	—	—	*	—	—	—	—
Outdoor seating & food service	—	—	—	—	—	—	U	U	U	U	U	U	U	—	U <sup>5</sup>	U	—	*	—	—	—	—
Take out/delivery	—	—	—	—	—	—	P	U	P	P	P	P	U	—	U <sup>5</sup>	—	—	*	—	—	—	—

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	E S <sup>9</sup>	CB	TH	CIH 14	IH
With bar & live entertainment	—	—	—	—	—	—	—	—	—	U	U	U	U	—	—	—	—	*	—	—	—	—
Retail; general and specialty	—	—	—	—	—	—	—	—	P	P	P	P	A	—	—	—	—	*	—	—	—	—
Secondhand sales	—	—	—	—	—	—	—	—	—	—	U	U	—	—	—	—	—	*	—	—	—	—
Shoe repair shop	—	—	—	—	—	—	—	—	P	P	P	P	—	—	—	—	—	*	—	—	—	—

Sign shop	—	—	—	—	—	—	—	—	—	U	U	—	—	—	U	—	—	*	—	—	—	—
Studios (e.g., dance, martial arts)	—	—	—	—	—	—	—	—	—	P	P	P	—	—	—	—	—	*	—	—	—	—
Tailor shop	—	—	—	—	—	—	—	—	—	P	P	P	—	—	—	—	—	*	—	—	—	—
Tattoo studio	—	—	—	—	—	—	—	—	—	U	U	U	—	—	—	—	—	*	—	—	—	—
Theaters	—	—	—	—	—	—	—	—	—	U	U	U	U	—	—	—	—	*	—	—	—	—
Upholstery shop	—	—	—	—	—	—	—	—	—	U	U	U	—	—	U	P	—	*	—	—	—	—
Wireless Communications Facilities (§ 9-5.3846)	As subject to § 9-5.3846																					
Variety store	—	—	—	—	—	—	—	—	—	P	P	P	P	—	—	—	—	*	—	—	—	—

	RE RR	R-4 R-6	R-10	R-2 0	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H E S <sup>9</sup>	CB	TH	CIH <sub>14</sub>	IH	
Vehicle/boat/ equipment sales& rental (§ 9-5.3825)	—	—	—	—	—	—	U <sup>8</sup>	—	—	U	U	U	U	—	U	U	—	*	—	—	—	—
INDUSTRIAL USES																						
Animal rendering	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—

Bakery-commercial	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	*	—	—	—	—
Beverage bottlingplant	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—	—
Boat building	—	—	—	—	—	—	—	—	—	—	—	—	U	—	U	P	—	*	—	—	—	—
Cement or clayproducts manufacturing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—
Concrete batchplant	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Contractor's storage yard	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—	—
Dairy products processing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—	—
Dry cleaners processing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—
Exterminator	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—	—
Finished paper production	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—
Food processingplant	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—	—

Fuel yard; bulk petroleum storage	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
--	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	M C R	WF	OS	M-1	M-2	H	ES 9	CB	TH	CIH 14	IH
Garment manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—
Hazardous waste facilities (§ 9-5.3826):	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Small generator (§ 9-5.3826)	—	—	—	—	—	—	—	—	U	U	U	U	—	—	U	U	—	*	—	—	—	—

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-35	PB C	C-0	C-1	C-2	C-3	M CR	WF	OS	M-1	M-2	H	ES 9	CB	TH	CIH 14	IH
Large generator (§ 9-5.3826)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Processor (§ 9-5.3826)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Household hazardous waste facility (§ 9-5.3826)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—

Junk yard/auto wrecking yard	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Lumber yard	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—
Machine shop	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—	—
Manufacturing or storage of explosives, acid, cement, fertilizer, gas, inflammable fluids, glue, gypsum, lime, plaster of paris	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Mining & quarry; resource extraction	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—
Oil & gas drilling	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3 5	P B C	C-0	C-1	C-2	C-3	M C R	WF	OS	M-1	M-2	H	ES 9	CB	TH	CIH 14	IH
Oil & gas production	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Photographic plants	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—



Plastic fabrication	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—
Research & development	—	—	—	—	—	—	U	—	—	—	—	U	—	—	U	U	—	*	—	—	—	—

	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3 5	PB C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H	ES 9	CB	TH	CIH 14	IH
Residual repository (§ 9-5.3826)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Salvage/war surplus yards	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—
Solid waste transfer station	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Smelting or processing of iron, tin zinc or other ore	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Stockyards/slaughterhouses	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—	—
Stone monument works	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—	—
Truck terminal yard	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—	—

Truck & tractor repair	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—	—
Warehousing & wholesaling	—	—	—	—	—	—	U	—	—	—	—	—	—	—	U	P	—	*	—	—	—	—
TEMPORARY USES																						
	RE RR	R-4 R-6	R-1 0	R-2 0	R-2 5	R-3 5	PB C	C-0	C-1	C-2	C-3	MC R	WF	OS	M-1	M-2	H ES 9	CB	TH	CIH 14	IH	
Removal of earth (§ 9-5.3822)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*	—	—	—	—
Temporary construction building and uses (§ 9-5.3821)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*	—	—	—	A
Outdoor display of merchandise (in conjunction with a non-residential use)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*	—	—	—	—

Special outdoor events (§§ 9-5.3828 and 9-5.3831)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*	—	—	—	—
Christmas tree and pumpkin sale lots (§ 9-5.3829)	—	—	—	—	—	—	A	A	A	A	A	A	—	—	A	A	—	*	—	—	—	—

1. Single-family dwellings existing prior to the effective date of this section are permitted uses, conforming to the R-20 zone; however, development of new single-family dwelling units, other than replacement of existing single-family dwellings, are prohibited within the R-20, R-25, and R-35 zones.
2. Use may be permitted as an ancillary use if it is incidental to an otherwise permitted or conditionally permitted use within this zoning district.
3. Legally established churches existing prior to the effective date of this section are permitted uses, conforming to the PBC, C-O, C-1, C-2, and C-3 zone; however, development of new religious assembly uses, other than replacement of existing uses, is prohibited within these zoning districts.
4. Funeral services are limited to “J” Street, Fourth Street, and the area between Fourth and Fifth Streets.
5. May be located only on sites adjacent to freeway interchanges.
6. May be located along Somersville Road north of the SR-4 freeway.
7. Marine repair only. Permitted as an ancillary service for waterfront activities.
8. Boat sales and repair only.
9. In the case of the Emergency Shelter Overlay District, where no letter or number is included in the table for a particular land use, the regulations of the base zone apply. Emergency shelters are permitted by right in the Emergency Shelter Overlay District if they meet all standards of § 9-5.3835, Emergency Shelters, of this article.
10. Hospices and residential care facilities providing care for up to six patients are a permitted use in any district where residential uses are allowed.
11. Permitted by right subject to compliance with all other applicable standards and design review pursuant to Article 26 and 27.

12. Subject to a conditional use permit on a site at least one quarter mile from any type of residential care facility, social service institution, welfare institution, or a similar type of facility; at least one mile from another correctional facility; and at least 1,000 feet from a school, library, public park, recreation area or any property zoned or used for residential development. See § 9-5.3838, Correctional Facilities, for additional requirements.
13. Cannabis business requires approval of a use permit by the City Council upon recommendation by the Planning Commission. See § 9-5.3845.
14. In the Commercial Infill Housing Overlay District, allowable commercial uses and standards remain as determined by the underlying zoning.
15. Up to 35 units/acre and building height of four stories or 45 feet permitted by right subject to compliance with all other applicable standards.
16. 35 to 50 units/acre and building height above 45 feet permitted with approval of a use permit.
17. Supportive housing developments must meet the requirements of Government Code Section 65651 (a) to be permitted by right and reviewed consistent with Government Code Sections 65651 and 65653. Pursuant to Government Code Section 65583(c)(3), supportive housing shall be considered a residential use of property and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. Developments which do not meet such requirements shall require approval of a use permit, except that cottage community supportive housing developments may be deed restricted for 20 years instead of 55 years.
18. Permitted as supportive services/community spaces that are accessory to residential land uses in a cottage community.
19. The IH Overlay does not preclude the development of multiple-family residential where otherwise allowed. When multiple-family residential uses are permitted per the underlying zoning, such as with sites identified in the Housing Element, the site may develop in compliance with Articles 26 and 27.
20. Employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure. See § 9-5.3851.
21. Any employee housing consisting of 12 units or 36 beds or less designed for use by families or households working for an existing agricultural use, shall also be deemed an agricultural use. See § 9-5.3809.
22. Pursuant to Government Code Section 65583(c)(3), transitional housing shall be considered a residential use of property and shall be subject only to those restrictions that apply to other residential

dwellings of the same type in the same zone. Transitional housing developments must meet the definition of Government Code Section 65582 (j). Developments which do not meet such requirements shall require approval of a use permit.

#### **SECTION 7: Amendment to Section 9-5.3809**

Section 9-5.3809 of the Antioch Municipal Code is hereby amended to read as follows, with additions shown in underline and deletions indicated by strikethrough:

##### **§ 9-5.3809 AGRICULTURAL USES.**

Pre-existing agricultural uses can be continued and not expanded. Employee housing for agricultural uses is also permitted in zones where pre-existing agricultural uses are allowed subject to § 9-5.3851, Employee Housing, of this article.

#### **SECTION 8: Addition of Section 9-5.3851**

Section 9-5.3851 is hereby added to Title 9, Chapter 5, Article 38 of the Antioch Municipal Code, to read as follows:

##### **§ 9-5.3851 EMPLOYEE HOUSING.**

(A) Pursuant to California Health and Safety Code § 17021.5, employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use designation. No conditional use permit, zoning variance, or other zoning clearance shall be required of employee housing that serves six or fewer employees that is not required of a family dwelling of the same type in the same zone. Employee housing, as defined in California Health and Safety Code § 17008, shall not be included within the definition of a boarding house, rooming house, hotel, dormitory, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling. The provisions of this subdivision shall be interpreted to fulfill the requirements of Cal. Health and Safety Code § 17021.5. Any changes to that Cal. Health and Safety Code § 17021.5 shall be deemed to supersede and govern any conflicting provisions contained herein.

(B) Pursuant to California Health and Safety Code § 17021.6, any employee housing consisting of no more than 36 beds in group quarters, or 12 units or spaces designed for use by a single family or household, working for an agricultural use, shall be deemed an agricultural use. No conditional use permit, zoning variance or other discretionary approval shall be required of this employee housing for up to 12 units or 36 beds that is not required of any other agricultural activity in the same

zone. Pursuant to California Health and Safety Code § 17021.8, a new agricultural employee housing development that meets certain criteria is eligible for a streamlined, ministerial approval process and is not subject to a conditional use permit. The provisions of this subdivision shall be interpreted to fulfill the requirements of Cal. Health and Safety Code §§ 17021.6 and 17021.8. Any changes to Cal. Health and Safety Code § 17021.6 and § 17021.8 shall be deemed to supersede and govern any conflicting provisions contained herein.

#### **SECTION 9: Addition of Section 9-5.3852**

Section 9-5.3852 is hereby added to Title 9, Chapter 5, Article 38 of the Antioch Municipal Code, to read as follows:

#### **§ 9-5.3852 REPLACEMENT OF DWELLING UNITS.**

(A) No project shall be approved that will require the demolition of occupied or vacant protected units, unless the project complies with the applicable replacement requirements of Government Code § 66300.6(b).

(B) A housing development project shall not be approved if it requires demolition of one or more residential dwelling units unless the project will create at least as many units as will be demolished.

(C) For any project on a nonvacant site identified in the General Plan Housing Element inventory of adequate sites, dwelling units shall also be replaced consistent with Government Code § 65915(c)(3).

(D) The terms used in this section are as defined in Government Code § 66300.5, and Antioch Municipal Code § 9-5.203.

#### **SECTION 10: CEQA**

The City Council finds that the adoption of this Ordinance is not a project under CEQA pursuant to CEQA Guidelines section 15378(b)(5) and Public Resources Code section 21065, because it constitutes organizational or administrative activities of the City that will not result in direct or reasonably foreseeable indirect physical changes in the environment. Specifically, the proposed Ordinance would only establish and clarify administrative processes required by state law and the City's adopted Housing Element and would not approve new construction or other groundbreaking activities. Thus, there is no potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment. This determination reflects the City's independent judgment and analysis.

#### **SECTION 11: 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, unreasonable, 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 12: Publication; Effective Date**

This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 26th day of November 2024, and passed and adopted at a regular meeting thereof, held on the 10th day of December 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**LAMAR A. HERNANDEZ-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 December 10, 2024

**SUBMITTED BY:** Zoe Merideth, Planning Manager

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

**SUBJECT:** Extension of the Wild Horse Multifamily Project Approvals

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### **STAFF RECOMMENDATION**

It is recommended that the City Council adopt the resolution extending the Wild Horse Multifamily project approvals for five years.

### **FISCAL IMPACT**

There is no direct fiscal impact because of this action.

### **DISCUSSION**

CCP-Contra Costa Investor, LLC. (Applicant) is seeking a five-year extension of a previously approved Vesting Tentative Subdivision Map (VTSM 357-302-20) for condominium purposes, Final Development Plan, and Design Review standards for a 126 multifamily unit residential community and associated improvements on an 11.72-acre project site, known as The Wild Horse Multifamily project.

### **BACKGROUND**

The Wild Horse Multifamily project is a 126-unit townhome development with associated improvements on an approximately 11.72 acre project site located at the terminus of Wild Horse Road, between Le Conte Circle and State Route 4.

On January 11, 2022, the City Council adopted Resolution 2022/07, which approved the EIR Certification; Resolution 2022/08 which approved the General Plan Amendment; Ordinance 2201-C-S rezoning the property to Planned Development District (PD-20-01); and Resolution 2022/09 which approved the Vesting Tentative Subdivision Map (VTSM 357-202-20) for condominium purposes, Final Development Plan and Design Review standards for The Wild Horse Multifamily Project. Resolution 2022/09 is included as Attachment B.





Figure 1 Site Location

In 2023, the applicant submitted a request to extend the project approvals as provided for under the Antioch Municipal Code (AMC) Chapter 4 “Subdivisions” and Article 3 “Tentative Maps”, which allows Council to extend the subdivision map one year, with Planning Commission’s recommendation. The section reads:

#### 9-4.314 EXPIRATION AND EXTENSION.

An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval. Upon an application of the subdivider filed prior to the expiration of the tentative map, and following the recommendation of the Commission, the time at which the map expires may be extended by the Council for a period of one additional year.

At the July 19, 2023 Planning Commission meeting, the Planning Commission recommended the City Council extend the project approvals for one year until January

11, 2025. At the August 8, 2023 City Council meeting the Council voted to continue the item to the August 22, 2023 meeting. At the August 22, 2023 meeting, Council voted to extend the project approvals for one-year until January 11, 2025.

The applicant has now submitted a request for a five-year extension, as allowed for in the Subdivision Map Act.

### **ANALYSIS**

In a letter dated October 10, 2024, the applicant's attorney requested the City extend the approvals a second time, as allowed under the Subdivision Map Act, to have additional time to complete the processing of the Final Map and begin construction of the project. This letter is included as Attachment C.

While the AMC allows for one, one-year extension, the Subdivision Map Act, which governs subdivisions throughout the State of California, provides that a city may extend a tentative map for an additional amount of time not to exceed six years (Gov. Code § 66452.6(e).)

There are no changes to the proposed project that would warrant changes to the conditions of approval. California continues to face a housing shortage, and this project furthers the production of housing within the City of Antioch. Staff recommends approving the extension.

If approved, the new expiration date will be January 11, 2030. The previously approved Conditions of Approval and Vesting Tentative Map will be carried forward without any change and as originally approved by the City Council in January 2022.

### **PLANNING COMMISSION MEETING**

At its November 20, 2024 meeting, the Planning Commission voted 5-0, with one member absent to recommend approval of the extension. No members of the public spoke on the item nor did the Commission ask any questions.

### **ENVIRONMENTAL REVIEW**

An Environmental Impact Report (EIR) was adopted and certified on January 11, 2022.

### **ATTACHMENTS**

- A: Resolution Approving the Extension
- B: Resolution 2022/09
- C: Applicant Letter Requesting an Extension

# ATTACHMENT "A"

## RESOLUTION NO. 2024/xxxx

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE FIVE-YEAR EXTENSION OF THE VESTING TENTATIVE SUBDIVISION MAP, FINAL DEVELOPMENT PLAN, AND DESIGN REVIEW APPROVALS OF THE WILD HORSE MULTIFAMILY PROJECT (PD-20-01, AR-21-17)**

**WHEREAS**, the City of Antioch received a written request from Bryan Wenter, on behalf of CCP-Contra Costa Investor, LLC. (Applicant), for a five-year extension of the project approvals for the Wild Horse Multifamily Project. The extension would extend the expiration date of the approvals for the Vesting Tentative Subdivision Map (VTSM 357-302-20) for condominium purposes, Final Development Plan, and Design Review;

**WHEREAS**, an Environmental Impact Report (EIR) and a Mitigation Monitoring and Reporting Program was prepared and adopted by the City Council on January 11, 2022 in conformance with the California Environmental Quality Act;

**WHEREAS**, a subsequent environmental document does not need to be prepared because (1) no changes to the project are proposed requiring revisions to the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects, (2) no substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and (3) no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence or at the time the previous EIR was adopted;

**WHEREAS**, on January 11, 2022 City Council duly held a public meeting, received and considered evidence, both oral and documentary and approved the Vesting Tentative Subdivision Map, Final Development Plan, and Design Review;

**WHEREAS**, on August 22, 2023 the City Council approved an extension of the Vesting Tentative Subdivision Map, Final Development Plan, and Design Review approvals for one year, expiring on January 11, 2025;

**WHEREAS**, in a letter dated October 10, 2024, the applicant requested a five-year extension of the project approvals to complete the processing of the Final Map and begin construction of the project; and

**WHEREAS**, on November 20, 2024 the Planning Commission recommended approval of an extension of the Vesting Tentative Subdivision Map, Final Development Plan, and Design Review approvals for five years, expiring on January 11, 2030.

**WHEREAS**, the City Council held a public meeting on December 10, 2024 and considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves a five-year extension of the project approvals for the Vesting Tentative Subdivision Map (VTSM 357-302-20) for condominium purposes, Final Development Plan, and Design Review for the Wild Horse Multifamily Project until January 11, 2030.

\* \* \* \* \*

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the Council of the City of Antioch at a regular meeting thereof held on the 10th day of December 2024.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## ATTACHMENT "B"

### CITY COUNCIL RESOLUTION NO. 2022/09

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A VESTING TENTATIVE MAP, FINAL DEVELOPMENT PLAN, AND DESIGN REVIEW FOR THE WILD HORSE MULTIFAMILY PROJECT

**WHEREAS**, the City of Antioch (City) received an application from CCP-Contra Costa Investor, LLC (Applicant), seeking approval of the following: EIR Certification, General Plan Amendment, Rezone to Planned Development District, Vesting Tentative Map, Final Development Plan, and Design Review for the development of a 126 multifamily unit residential community and associated improvements on an approximately 11.72 acre project site, known as the Wild Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17);

**WHEREAS**, the project site consists of an approximately 11.72 acre parcel located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4 (APN: 041-022-003);

**WHEREAS**, a Final Environmental Impact Report (Final EIR) and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15162;

**WHEREAS**, on December 1, 2021, the Planning Commission recommended to the City Council certification of the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

**WHEREAS**, on January 11, 2022, the City Council certified the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

**WHEREAS**, the applicant has prepared Design Guidelines for the Project in order to customize the City of Antioch's Residential Design Guidelines specifically for the Project;

**WHEREAS**, on October 21, 2021, the Parks and Recreation Commission considered the Wild Horse Multifamily Project and did recommend to the Planning Commission that the project be obligated to pay \$119,700 in parkland dedication in lieu fees. The Planning Commission did recommend to the City Council on December 1, 2021 that the project be obligated to pay \$119,700 in parkland dedication in lieu fees;

**WHEREAS**, on December 1, 2021, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary, and recommended approval of a Vesting Tentative Subdivision Map, Final Development Plan, and Design Review to the City Council;



**WHEREAS**, the City Council duly gave notice of public hearing as required by law; and

**WHEREAS**, on January 11, 2022, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council makes the following required findings for approval of a Vesting Tentative Subdivision Map:

1. The Vesting Tentative Subdivision Map, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations. The site has a proposed General Plan Designation of High Density Residential and the Vesting Tentative Subdivision Map will accommodate uses that are consistent with the proposed General Plan designation.
2. The project proposed by the Vesting Tentative Subdivision Map for Condominium Purposes complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The City's Planning and Engineering staff have reviewed the Vesting Tentative Subdivision map and evaluated the effects of the map proposed and have determined that the Vesting Tentative Map, as conditioned, complies with and conforms to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations.
3. The Project's conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with all applicable City standards.

**BE IT FURTHER RESOLVED**, that the City Council makes the following findings for approval of a Final Development Plan:

1. Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability, and the uses proposed will not be detrimental to present and potential surrounding uses but instead will have a beneficial effect which could not be achieved under another zoning district because the project will provide new housing options to the area while remaining compatible with existing surrounding development. The project is designed to function independently while remaining interconnected through pathways and access for both vehicles and pedestrians.
2. The streets and thoroughfares proposed meet the standards of the city's Growth Management Program and adequate utility service can be supplied to all phases of the development because the Project design minimizes traffic impacts to the existing street system and encourages internal pedestrian circulation within the development. The Project will be required to construct all required streets and

utilities to serve the project. The final design, location, and size of these improvements will be subject to the approval of the City Engineer. As shown in the project's Final EIR, adequate utility service can be supplied to the project. the project will be constructing all the required streets and utilities to serve the project.

3. Any commercial components are justified economically at the location(s) proposed. There are no commercial components to the project
4. Any residential component will be in harmony with the character of the surrounding neighborhood and community and will result in densities no higher than that permitted by the General Plan because the project has been designed to comply with City density standards, and the proposed densities are within General Plan allowances. The project includes multifamily development that is consistent with the overall intent of the General Plan.
5. Any industrial component conforms to applicable desirable standards and will constitute an efficient, well-organized development with adequate provisions for railroad and/or truck access and necessary storage and will not adversely affect adjacent or surrounding development. There are no industrial components of the project.
6. Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offer certain unusual redeeming features to compensate for any deviations that may be permitted. The proposed PD zone was intended to allow for current and future flexibility in development. Minor deviations to development standards have been incorporated into the Wild Horse Multifamily Project Planned Development Ordinance that respond to specific limitations, including topography and existing infrastructure, of the project site.
7. The area surrounding the P-D District can be planned and zoned in coordination and substantial compatibility with the proposed development because the land surrounding the Project is already developed and the proposal has been designed to compatible with surrounding uses.
8. The P-D District conforms to the General Plan of the city because the amendment to the General Plan to change the designation of the site to High Density Residential allows continues to allow residential development to occur at the site while allowing flexibility of development types. The intent of the General Plan is being maintained.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch does hereby APPROVE a Vesting Tentative Map, Final Development Plan, and Design Review for the development of a 126 multifamily unit residential community and associated improvements on an approximately 11.72 acre project site, known as the Wild

Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17) located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4 (APN: 041-022-003) subject to the following conditions:

**A. GENERAL CONDITIONS**

1. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions.
2. Concurrent with the first submittal of grading or improvement plans, the developer shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.
3. This approval expires two years from the date of approval (Expires January 11, 2024) unless a building permit has been issued and construction has diligently commenced thereon and not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one, one-year extension shall be granted.
4. The developer shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, developer shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.
5. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
6. Permits or approvals, whether discretionary or ministerial, will not be considered if the developer is not current on fees, reimbursement and/or other payments that are due the City.
7. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
8. All required easements or rights-of-way for improvements shall be obtained by the developer at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.



9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the parcel map for condominium purposes or subsequent separate document as approved by City Engineer.

**B. VESTING TENTATIVE MAP CONDITIONS**

1. The Vesting Tentative Map for condominium purposes approval is subject to the time lines established in the State of California Subdivision Map Act.
2. Approval is based upon substantial conformance with the Vesting Tentative Map for condominium purposes prepared on August 10, 2020, revised on October 26, 2020 and stamped received by the Community Development Department on October 30, 2020.
3. Approval of this Vesting Tentative Map for condominium purposes shall not constitute the approval of any improvements shown on the Vesting Tentative Map for condominium purposes and shall not be construed as a guarantee of future extension or re-approvals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond the capacities of these facilities.

**C. DISTRICTS AND ANNEXATION**

1. Prior to filing of a parcel map for condominium purposes for recording, the developer shall annex into the District 1 Zone 1 Lighting and Landscaping District (LLD) and accept a level of annual assessments sufficient to maintain public facilities in the vicinity of the project area at no cost to the City. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.
2. Prior to filing of a parcel map for condominium purposes for recording, the developer shall annex into CFD 2018-02 (Police Protection).

**D. HOME OWNERS ASSOCIATION AND CC&RS**

1. The developer shall establish a Home Owners Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining all on-site landscaping, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), street lighting, bio-retention basins, and storm drain facilities.

2. The City shall be reimbursed for maintenance of landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), bio-retention basins, storm drain facilities, street lighting, and all other HOA facilities and amenities not maintained by the HOA to an acceptable City level.
3. A parking lot sweeping program shall be implemented that, at a minimum, provides for sweeping immediately prior to the storm season and prior to each storm event.
4. Subject to approval by the state, the Codes, Covenants and Restrictions (CC&Rs) for the subdivision shall include a provision indicating that the City of Antioch is named as a third-party beneficiary with the right, but not the obligation, to enforce the provisions of the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, streets, curbs, gutters, streetlights, parking, open space, storm water facilities and the prohibition of nuisances. The City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the CC&Rs, including but not limited to rights of entry. This right of enforcement is in addition to all other legal and equitable remedies available to the City, including the right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals. Neither action nor inaction by the City shall constitute a waiver or relinquishment of any rights or remedies. In addition, the CC&Rs shall include a provision that any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CC&Rs cannot be terminated or amended materially without the prior written consent of the Community Development Director and the City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:
  - City approvals of uses or external modifications.
  - Property ownership or maintenance obligations including, but not limited to, common areas, storm water and landscaping.

The CC&Rs for this project shall be reviewed and approved by the City Attorney and the Community Development Director prior to the issuance of the first building permit.

**E. CONSTRUCTION CONDITIONS**

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code and is restricted to weekdays between the hours 8:00 A.M. and 5:00 P.M., or as approved in writing by the City Manager. Requests for alternative days/time may be submitted in writing to the City Engineer for consideration.
2. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.
3. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with a contact number of the developer, City staff, and the air quality control board.
4. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

**F. SITE AND PROJECT DESIGN**

1. Provisions for mail delivery and locations of mailbox facilities shall be reviewed by the USPS and approved by the City Engineer prior to the issuance of a building permit.
2. All proposed improvements shall be constructed to City standards or as approved by the City Engineer.
3. All public streets shall intersect at approximately 90 degrees and meet the requirements of Caltrans Highway Design Manual for Intersection Design Standards (Topic 405), as approved by the City Engineer.
4. All driveways shall be perpendicular or radial to the street centerline, or as approved by the City Engineer.
5. Maximum driveway slope shall be 12% or as approved by the City Engineer.
6. All driveways shall be a minimum of five feet (5') from the curb return.
7. Curb ramps shall meet the latest version of Caltrans ramps.

8. Monolithic sidewalks with beveled curb shall be six inches (6") thick and reinforced as approved by the City Engineer. Sidewalks at driveway approaches shall be ADA complaint. Minimum sidewalks widths shall be as follows:
  - Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12" deep by 3" high with ½" lip and 18" gutter).
  - Adjacent to vertical curb, 4.5 feet excluding curb.
9. Sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as approved by the City Engineer.
10. A minimum of a twenty-foot (20') tangent shall extend beyond the return at intersections at public streets for the maintenance of adequate sight distance, or as approved by the City Engineer.
11. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as approved by the City Engineer.
12. The street names for the streets listed below shall be approved by Planning Commission prior to recordation of the parcel map for condominium purposes. Changes to street names shall require Planning Commission review and approval.
  - Street 'A'
  - Street 'B'
13. The developer shall provide a "checklist" of universal design accessibility features to home buyers as required by Health and Safety Code § 17959.6.
14. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.
15. The developer shall install and maintain streetlights within the project area at no cost to the City.
16. Guest parking shall be provided at the site at a minimum rate of one spot per every five units.
17. Cul-de-sac parking shall be provided as required by the City Engineer.

18. All fencing adjacent to open space (trails and basins) shall be wrought iron or tubular steel and shall be located at the top of slope.
19. All standard two-car garages shall be a minimum of twenty feet by twenty feet (20' x 20') clear inside dimensions. All tandem two-car garages shall have a minimum dimension of ten feet by forty feet (10' x 40') clear inside dimensions.
20. The developer and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.

**G. UTILITIES**

1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.
2. All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code, or as approved by the City Engineer.
3. All sewage shall flow by gravity to the intersecting street sewer main.
4. All public utilities, including storm drain pipes and ditches, shall be installed in streets avoiding between lot locations. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.
5. Prior to the recordation of the parcel map for condominium purposes, the developer shall submit hydrology and hydraulic analyses with a storm water control plan that proves the adequacy of the in-tract drainage system and downstream drainage system to the City for review and approval and to Contra Costa County Flood Control for review at no cost to the City as directed by the City Engineer.
6. The detention basin and associated improvements shall be constructed prior to issuance of first building permit for residential structures.
7. The developer shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements for additional water flow conditions.



8. Buildings shall contain rain gutters and downspouts that direct water away from the foundation as approved by the City Engineer.
9. Prior to acceptance of public utilities, the developer shall provide GPS coordinates of all in and above ground assets. This includes all Water Distribution Utility features, Collection Utility features, Storm Water Utility features, and inverts associated with these features. Developer shall also include GPS coordinates of metal subdivision entryway signs, street signs, light poles, and irrigation controllers. These GPS coordinates must be taken on a survey-grade sub-meter GPS data receiver/collector and provided in GIS shapefile format using the North American 1983 Coordinate System.

#### **H. LANDSCAPING**

1. Landscaping on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and shall be installed, at no cost to the City.
2. Final landscape and irrigation plans shall be submitted to the City for review and approval at the time the design review for the multifamily buildings are submitted. All landscaping and irrigation shall be installed in accordance with approved plans prior to the issuance of certificates of occupancy.
3. Landscaping for the project shall be designed to comply with the City of Antioch Water Efficient Landscape Ordinance (WELO). Prior to issuance of a building permit, the developer shall demonstrate compliance with the applicable requirements of the WELO in the landscape and irrigation plans submitted to the City.
4. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.
5. All trees shall be a minimum 15-gallon size and all shrubs shall be a minimum 5-gallon size.

#### **I. FIRE REQUIREMENTS**

1. The applicant shall comply with the conditions provided by the Contra Costa Fire Protection District in the letter dated December 23, 2020.

#### **J. FEES**

1. The developer shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.

2. Prior to recordation of parcel map for condominium purposes, developer shall pay the Contra Costa County Flood Control District Drainage Area fee per letter dated January 4, 2021 and Contra Costa County map maintenance fee.
3. The developer shall pay all pass-through fees. Fees include but are not limited to:
  - a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
  - b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.
  - c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the parcel map for condominium purposes.
  - d. Contra Costa County Flood Control District Drainage Area fee.
  - e. School Impact Fees.
  - f. Delta Diablo Sanitation Sewer Fees.
  - g. Contra Costa Water District Fees.

**K. MODEL HOMES**

1. If developer requests model homes or sales trailer, prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.
2. The model home complex parking lot location and design shall be subject to the City Engineer's approval.
3. The model home landscaping shall be drought tolerant, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.

**L. GRADING**

1. Prior to the approval of the grading plan(s), the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City Engineer, this condition may include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the developer.

2. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
3. A grading permit shall be required prior to any grading operations.
4. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.
5. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
6. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
7. The swales adjacent to the house structure shall have a minimum of a two percent (2%) slope or as directed by the City Engineer.
8. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The developer shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.
9. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.
10. The grading plan for this development shall be approved by the City Engineer.
11. All elevations shown on the plans shall be on the USGS 1929 sea level datum or NAVD 88 with conversion information, as approved by the City Engineer.
12. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
13. All retaining walls shall be of masonry construction.
14. Wall and fence locations shall be included on the grading plan.



15. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.
16. The back-to-back or side-to-side grading transitions from lot-to-lot shall have a maximum slope of 2:1, and shall be accommodated entirely on the lower lot or as approved by the City Engineer.
17. The minimum concrete gutter flow slope shall be 0.75%.
18. All property lines shall be located at the top of slope.

**M. CONSERVATION/NPDES**

1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used.
2. The Project shall meet or exceed Tier 1 of the CALGreen Building Code.
3. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretionary Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.
4. Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.

5. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
  - a. Prior to issuance of permits for building, site improvements, or landscaping, the developer shall submit a permit application consistent with the developer's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.
  - b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).
  - c. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.
  - d. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
  - e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
  - f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the

watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.

- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.
- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The developer shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
- n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked

mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.

- o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.
- 6. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.
- 7. Defined emergency spillway shall be included in the bioretention basin's design to convey potential overflow due to large storm events from the basin and mitigate flooding on adjacent properties and an Operations and Maintenance Manual shall be submitted for basins.

**N. PARCEL MAP REQUIREMENTS**

- 1. The parcel map for condominium purposes submittal shall include all of the required information described in Title 9, Chapter 4, Article 5: Final Maps, of the Antioch Municipal Code, including, but not limited to:
  - a. Improvement security in one of the following forms:
    - i. Bond or bonds issued by one or more duly authorized corporate securities in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, and in an amount equal to 100% of the total estimated costs of the improvements for labor and materials.
    - ii. A deposit, either with the city or a responsible escrow agent or trust company, at the option of the City Engineer, of money or negotiable bonds of the kind approved for securing deposits of public moneys, in the amounts and for security as specified above, to be released in the same manner as described above for bonds.
    - iii. An irrevocable letter of credit in form acceptable to the City Attorney issued by a financial institution acceptable to the City Attorney in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, no part thereof to be released until such time as specified by state law.
  - b. An original, signed improvement agreement, to be executed by the developer, guaranteeing the completion of the construction of the



improvements required by the governing body within a specified time and payment therefore, satisfactory to the City Attorney as to legality and satisfactory to the City Engineer as to amount.

- c. A letter from the Tax Collector showing that all payable taxes have been paid and a bond for the payment of taxes then a lien but not yet payable, as required by the Subdivision Map Act.
- d. A cash payment, or receipt therefore, of all the fees required for the checking and filing of the maps and the inspections of the construction; payment for the street signs to be furnished and installed by the city, if required by the developer; a cash deposit for the payment of such fire hydrant rental fees as may be established by the respective fire districts or water company or district having jurisdiction; and any other applicable fees or deposits.
- e. Deeds for the easements or rights-of-way for road purposes map.
- f. Written evidence acceptable to the city, in the form of rights of entry or permanent easements across private property outside the subdivision, permitting or granting access to perform the necessary construction work and permitting the maintenance of the facility.
- g. Agreements acceptable to the city, executed by the owners of existing utility easements within the proposed roads rights-of-way, consenting to the dedication of roads or consenting to the joint use of the rights-of-way as may be required by the city for the purpose use and convenience of the roads.
- h. A surety bond acceptable to the city, guaranteeing the payment of the taxes and assessments which will be a lien on the property, as set forth in the Subdivision Map Act, when applicable.
- i. Payment of map maintenance fee.
- j. Payment of the assessment district apportionment fee, if applicable.
- k. Evidence of annexation into Police Services Fee CFD
- l. Evidence of payment of Contra Costa County Flood Control District fees.
- m. A preliminary soil report, prepared by a civil engineer who is registered by the state, based upon adequate test borings or excavations of every subdivision, as defined in Cal. Gov't Code §§ 66490 and 66491. The

preliminary soil report may be waived if the City Engineer shall determine that, due to the knowledge of such department as to the soil qualities of the subdivision, no preliminary analysis is necessary.

2. Concurrent with, or prior to, submittal of the Final Subdivision Map, the developer shall submit evidence of annexation into all required districts, including Community Facilities District and Lighting and Landscape District.

**O. MITIGATION MONITORING AND REPORTING PROGRAM**

1. The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program for the Wild Horse Multifamily Project.

**P. PROJECT SPECIFIC CONDITIONS**

1. This approval applies to the following documents;
  - a. Vesting tentative map for condominium purposes and final development plans and other design drawings dated received by the Community Development Department on October 30, 2020
  - b. Landscaping plans dated received by the Community Development Department on August 12, 2020
  - c. Su Property Design Guidelines dated received by the Community Development Department on October 30, 2020
  - d. Stormwater Control Plan for Su Property dated received by the Community Development Department on October 30, 2020.
2. Prior to the development of the project, the applicant shall secure a use permit and design review approval from the Planning Commission.
3. Developer shall record parcel map for condominium purposes prior to the issuance of a building permit.
4. Wild Horse Road extension shall be fully landscaped to the satisfaction of the City Engineer, prior to the issuance of the first building permit. Improvements shall be full width (both sides of street) for the full length of Wild Horse Road extension plus the adjacent unimproved street frontage areas. For the purpose of this condition, Wild Horse extension shall be defined as from the intersection with Le Conte Circle up to and including the underpass of Highway 4.
5. Developer shall provide all the necessary signing, striping and street improvements along Wild Horse Road necessary to provide safe access to and from their proposed entrance. Improvements may include but not be

limited to accessibility, safety signage, view corridors, safe pavement transitions, etc. The entrance shall be a "street cut" design.

6. No Parking Any Time (R26) signage shall be installed per California MUTCD standards at locations along project frontage as approved by the City Engineer.
7. Stop sign shall be installed at driveway exits onto Wild Horse Road.
8. Street 'A', Street 'B', and all interior drive aisles between building units shall have a street width of 26', a minimum traffic index (TI) of 6, and a minimum pavement thickness of 4" AC over 12" Class II AB.
9. Street 'A' and Street 'B' shall have 5' sidewalk on both sides of streets.
10. The parking lot striping and signing plan shall be approved by the City Engineer.
11. All parking spaces shall be double-striped and all parking lot dimensions shall meet minimum City policies and Antioch Municipal Code requirements.
12. The City of Antioch franchise waste hauler shall provide approval for the location of all trash enclosures, subject to the approval of the City Engineer. Trash enclosures shall not be located within any easement areas. Trash bins shall not be stored in the required garage space for each unit.
13. Trash enclosures shall be screened with landscaping and painted to match the building design. The trash enclosure shall comply with AMC § 9-5.1401 Refuse Storage Area Design Guidelines. The trash enclosures shall be depicted on the Design Review application.
14. The applicant shall show a turning template on the site plan verifying that trucks can safely ingress, egress, and successfully maneuver throughout the site.
15. Prior to the issuance of the building permit for the construction of the 7<sup>th</sup> multifamily unit, open space/play area shall be constructed and completed.
16. As recommended by the Parks and Recreation Commission on October 21, 2021, the following condition shall apply prior to the issuance of the 1<sup>st</sup> building permit:
  - Park-in-lieu fees in the amount of \$119,700 shall be paid to the City of Antioch to meet the Project's park land dedication obligation.

17. The final private park design shall be reviewed and approved by the Parks and Recreation Commission prior to the issuance of a building permit for the park.
18. The private park shall meet all the City's park design standards current at the time of park construction and shall include a color scheme soothing for children with visual sensitivities.
19. The developer shall disclose to each property owner in the development that the Contra Costa Water District property that borders the development contains hydrological improvements and related service structures which may be altered or expanded by the Water District.
20. All units shall have two covered and enclosed parking spaces in a garage. Up to 50% of the parking spaces may be tandem parking.
21. The project shall be built in conformance with the Su Property Design Guidelines, dated received by the Community Development Department on October 30, 2020, unless modified by the conditions of approval or the Planned Development Ordinance for the project. Major deviations from or modification to the Design Guidelines shall be approved by the Planning Commission. Minor deviations may be approved by the Zoning Administrator.
22. The landscaping plans shall be revised to use non-invasive, drought tolerant, native plants. The revisions shall be shown on the final landscaping plan submittal.
23. A Community Facilities District (CFD) for fire protection shall be required for this project. The developer shall enter into a Memorandum of Understanding with the Contra Costa County Fire Protection District regarding the establishment of the CFD or annexation of the property into an existing CFD.
24. The park shall be designed to be an all-abilities park.
25. The project shall provide speed humps/speed bumps at the entrance of the project. The design shall be reviewed and approved by the City Engineer prior to issuance of a building permit.

\* \* \* \* \*



**I HEREBY CERTIFY** that the foregoing recommendation 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 January, 2022 by following vote:

**AYES:** Council Members District 3 Ogorchock, District 4 Wilson and Mayor Pro Tem (District 2) Barbanica

**NOES:** Council Members District 1 Torres-Walker

**ABSTAIN:** None

**ABSENT:** None

**RECUSED:** Mayor Thorpe

  
ELIZABETH HOUSEHOLDER  
City Clerk of the City of Antioch



## ATTACHMENT "C"



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October 10, 2024

### VIA FEDERAL EXPRESS

Zoe Meredith  
Senior Planner  
City of Antioch – Planning Division  
200 H Street  
Antioch, CA 94509  
E-Mail: zmerideth@antiochca.gov

**Re: Wild Horse Multifamily Project Vesting Tentative Map Extension (PD-20-01, AR-21-17) Pursuant to Government Code Section 66452.6(e)**

Dear Ms. Meredith:

As you know, on January 11, 2022 the City approved the 126-unit Wild Horse Multifamily Project located on an approximately 11.72-acre parcel at the terminus of Wild Horse Road, between Le Conte Circle and State Route 4 in Antioch, when the City Council adopted (1) Resolution 2022/07 approving the EIR Certification; (2) Resolution 2022/08 approving the General Plan Amendment; (3) Ordinance 2201-C-S rezoning the property to Planned Development District (PD-20-01); and (4) Resolution 2022/09 approving the Vesting Tentative Subdivision Map (VTSM 357-202-20) for condominium purposes, Final Development Plan, and Design Review.

The applicant, CCP-Contra Costa Investor, LLC, is requesting an extension of the approvals found in Resolution 2022/09 and in particular the approved Vesting Tentative Subdivision Map. We request to extend the map for a period of five years, as authorized by Government Code section 66452.6(e). The Subdivision Map Act provides that upon the application of a subdivider such as my client before the expiration of an approved or conditionally approved tentative map, such map may be extended for a period or periods not exceeding a total of six years. Last year the City Council approved a one-year extension of the map, setting a new expiration date of January 11, 2025.

Zoe Meredith  
October 10, 2024  
Page 2

We request that the City Council extend the map for the remaining five years provided by the Map Act and have enclosed a check in the amount of \$873 to cover the extension fee. The requested extension should provide us with enough time to complete the processing of the Final Map and begin construction. We would appreciate the City's prompt processing of the requested extension.

Sincerely,

MILLER STARR REGALIA

*Bryan W. Wenter*

Bryan W. Wenter, AICP

BWW:kli

Enclosure: Check No. 3424


cc: Andrew Palffy



**STAFF REPORT TO THE SUCCESSOR AGENCY TO THE ANTIOCH  
DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Dawn Merchant, Finance Director 

**APPROVED BY:** Bessie Marie Scott, City Manager

**SUBJECT:** Recognized Obligation Payment Schedule (25-26) for the  
Successor Agency to the Antioch Development Agency of the City  
of Antioch

---

**RECOMMENDED ACTION**

It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2025 through June 2026 (ROPS 25-26).

**FISCAL IMPACT**

Approval of the ROPS and enforceable obligations listed thereupon will ensure that the Successor Agency receives adequate funding from the Redevelopment Property Tax Trust Fund administered through Contra Costa County to meet all outstanding obligations due during the ROPS period.

**DISCUSSION**

As a result of the passage of Assembly Bill X1 26, or Dissolution Act, as amended by Assembly Bill 1484 and further by Senate Bill 107, the Successor Agency to the Antioch Development Agency of the City of Antioch (Successor Agency) is required to prepare an annual Recognized Obligation Payment Schedule (ROPS) that outlines administrative, contractual and bonded indebtedness expenses of the Successor Agency until all obligations of the former Antioch Development Agency are satisfied.

The ROPS 25-26 for the period of July 2025 through June 2026 is required to be submitted to the Department of Finance (DOF) by February 1, 2025. A draft ROPS for this period is attached (Attachment A). The ROPS 25-26 will be used by the County Auditor-Controller to allocate property tax increment to the Successor Agency to pay the obligations listed on the ROPS due for fiscal year 2026. The ROPS is subject to certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. The Oversight Board is scheduled to

review this ROPS on January 27, 2025. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 25-26 (Attachment A), detailing the continuing obligations of the former Antioch Development Agency.

The ROPS is segregated into four pages, with the first page providing a summary of funding requested. The second page details all obligations of the Successor Agency to be reimbursed from the Redevelopment Property Tax Trust Fund established at the County level. The third page provides cash balance totals (which outlines any funds retained, being set aside for future approved obligations or unspent from the prior period ROPS distribution). The fourth page provides notes, if any, to clarify the obligations listed.

#### **ATTACHMENTS**

- A.** Resolution Approving the Recognized Obligation Payment Schedule for the Period of July 2025 through June 2026 (ROPS 25-26)
  - 1)** Recognized Obligation Payment Schedule for the Period of July 2025 through June 2026 (ROPS 25-26)

# ATTACHMENT A

## SA RESOLUTION NO. 2024/

### RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE SUCCESSOR AGENCY FOR THE PERIOD OF JULY 2025 THROUGH JUNE 2026 (ROPS 25-26)

**Whereas**, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*), on July 15, 1975, the City Council of the City of Antioch ("City") adopted the Antioch Community Redevelopment Plan (as amended), which set forth the Redevelopment Plan of the Antioch Community Redevelopment Project Area to be implemented by the Antioch Development Agency ("Agency");

**Whereas**, in June 2011, as part of the 2011-2012 State budget bill, the California State Legislature enacted, and the Governor signed, Assembly Bill X1 26 to dissolve redevelopment agencies;

**Whereas**, given the State-mandated dissolution of the Antioch Development Agency on February 1, 2012 pursuant to Assembly Bill X1 26, the City Council adopted a resolution confirming its intention to serve as the Successor Agency to the Antioch Development Agency ("Successor Agency") and as Housing Successor ("Housing Successor"), pursuant to California Health and Safety Code section 34173(d); and

**Whereas**, Health and Safety Code section 34177(l)(1) provides that Successor Agencies are required to prepare a Recognized Obligation Payment Schedule ("ROPS") before each annual fiscal period identifying enforceable obligations and sources of payment;

**NOW THEREFORE BE IT RESOLVED THAT** the Successor Agency to the Antioch Development Agency of the City of Antioch hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency for the period of July 2025 through June 2026 (ROPS 25-26).

\* \* \* \* \*

The foregoing resolution was passed and adopted by the Successor Agency to the Antioch Development Agency of the City of Antioch at a regular meeting thereof, held on the 10th day of December, 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**ELIZABETH HOUSEHOLDER**  
**RECORDING SECRETARY**

**Recognized Obligation Payment Schedule (ROPS 25-26) - Summary**  
**Filed for the July 1, 2025 through June 30, 2026 Period**

**Successor Agency:** Antioch

**County:** Contra Costa

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>25-26A Total (July - December)</b>	<b>25-26B Total (January - June)</b>	<b>ROPS 25-26 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 378,628</b>	<b>\$ 1,471,703</b>	<b>\$ 1,850,331</b>
F RPTTF	375,628	1,468,703	1,844,331
G Administrative RPTTF	3,000	3,000	6,000
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 378,628</b>	<b>\$ 1,471,703</b>	<b>\$ 1,850,331</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date

**Antioch**  
**Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail**  
**July 1, 2025 through June 30, 2026**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$15,916,591		\$1,850,331	\$-	\$-	\$-	\$375,628	\$3,000	\$378,628	\$-	\$-	\$-	\$1,468,703	\$3,000	\$1,471,703
2	2009 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	08/01/2009	09/01/2027	Bank of New York	Bond issue to fund non-housing projects	Area 1	432,556	N	\$144,231	-	-	-	140,578	-	\$140,578	-	-	-	3,653	-	\$3,653
6	Bond administration	Fees	07/01/1994	05/01/2032	Bank of New York	Bond administrative fees	Areas 1,2,3,4,4.1	186,735	N	\$4,700	-	-	-	2,350	-	\$2,350	-	-	-	2,350	-	\$2,350
12	Administrative costs	Admin Costs	02/01/2012	12/31/2032	City of Antioch/consultants	Administrative expenses for agency	Areas 1,2,3,4,4.1	1,818,000	N	\$6,000	-	-	-	-	3,000	\$3,000	-	-	-	-	3,000	\$3,000
18	2015A Lease Revenue Bonds	Bond Reimbursement Agreements	02/01/2015	05/01/2032	City of Antioch	Bonds issued to refinance 2002 Lease Revenue Bonds	Areas 1,2,3,4,4.1	13,479,300	N	\$1,695,400	-	-	-	232,700	-	\$232,700	-	-	-	1,462,700	-	\$1,462,700
20	Department of Boating and Waterways Loan/Marina	Third-Party Loans	07/01/2003	08/01/2039	City of Antioch	Marina construction loan	Area 1	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-



**Antioch**  
**Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances**  
**July 1, 2022 through June 30, 2023**  
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	<b>ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)</b>	<b>Fund Sources</b>					<b>Comments</b>
		<b>Bond Proceeds</b>	<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>		
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	<b>Beginning Available Cash Balance (Actual 07/01/22)</b> RPTTF amount should exclude "A" period distribution amount.	146,035	52	139,405	8,433		
2	<b>Revenue/Income (Actual 06/30/23)</b> RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller	4,304	2,463		16,576	1,705,044	
3	<b>Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)</b>	297	472	28,668		1,700,602	
4	<b>Retention of Available Cash Balance (Actual 06/30/23)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	150,042		110,734	16,709		\$61,446 202/21 ROPS PPA applied to 23/24 ROPS. \$49,288 21/22 ROPS balance applied to 24/25 ROPS. \$16,709 interest earnings applied to 23/24 ROPS.
5	<b>ROPS 22-23 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		No entry required			4,442	
6	<b>Ending Actual Available Cash Balance (06/30/23)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$2,043	\$3	\$8,300	\$-	Amount reported for 21/22 PPA was \$49,288 but didn't take into account \$3 used in bond funds in that year so report

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
							PPA should have been \$49,291.

**Antioch**  
**Recognized Obligation Payment Schedule (ROPS 25-26) - Notes**  
**July 1, 2025 through June 30, 2026**


Item #	Notes/Comments
2	
6	
12	
18	
20	


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst II 

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

**SUBJECT:** Second Amendment to the Design Consulting Services Agreement with Brown and Caldwell for On-Call Professional Engineering Design Services in the Amount of \$100,000; P.W. 700-1

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the second amendment to the Design Consulting Services Agreement with Brown and Caldwell for On-Call Professional Engineering Design Services in the amount of \$100,000 for a total contract amount of \$200,000 and extending the term of the agreement to December 31, 2025; and
2. Authorizing the City Manager to execute the second amendment in a form approved by the City Attorney.

**FISCAL IMPACTS**

The Fiscal Year 2024/25 Capital Improvement Budget includes adequate funding through the Water Enterprise Fund for various water-related projects, including the Brackish Water Desalination Project.

**DISCUSSION**

On November 10, 2021, the City entered into an "On-Call" Design Consulting Services Agreement with Brown and Caldwell (BC) for \$50,000 with an expiration date of December 31, 2024 for various water-related projects.

On August 26, 2022, the City Council approved the first amendment to BC's Agreement to provide design engineering services for the Brackish Water Desalination project, water treatment plant improvements, drainage design and stormwater management, in addition to the Antioch/Brentwood Intertie in the amount of \$50,000 for a total contract amount of \$100,000.

Staff is recommending the City Council amend the agreement with BC to include continued design engineering services for the Brackish Water Desalination project, water treatment plant improvements, and drainage design and stormwater management. This

amendment will increase the existing contract by \$100,000 for a total contract amount of \$200,000 and extend the term of the agreement to December 31, 2025.

**ATTACHMENTS**

A. Resolution

Exhibit 1 – Amendment No. 2 to Agreement with Brown & Caldwell

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH BROWN  
AND CALDWELL FOR ON-CALL PROFESSIONAL ENGINEERING DESIGN  
SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AMENDMENT TO THE AGREEMENT  
P.W. 700-1**

**WHEREAS**, on November 10, 2021, Brown and Caldwell (BC) entered into an "On Call" Design Consulting Services Agreement ("Agreement") for professional engineering design services in the amount of \$50,000 with an expiration date of December 31, 2024;

**WHEREAS**, on August 26, 2022, the City Council approved the first amendment in the amount of \$50,000 for a total contract amount of \$100,000 with BC to provide design engineering services for the Brackish Water Desalination project, water treatment plant improvements, drainage design and stormwater management, in addition to the Antioch/Brentwood Intertie; and

**WHEREAS**, the City Council has considered approving the second amendment to the Agreement with BC for additional On-Call Professional Engineering Design Services in the amount of \$100,000 for a total contract amount of \$200,000 and extending the term of the Agreement to December 31, 2025.

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

1. Approves the second amendment to the Design Consulting Services Agreement with Brown and Caldwell for On-Call Professional Engineering Design Services in the amount of \$100,000 for a total contract amount of \$200,000 and extends the term of the agreement to December 31, 2025; and
2. Authorizes the City Manager to execute the second amendment in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\***

December 10, 2024

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 10th day of December 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## **EXHIBIT "1"**

### **AMENDMENT NO. 2 TO AGREEMENT WITH BROWN AND CALDWELL FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES P.W. 700-1**

**THIS SECOND AMENDMENT TO THE AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES** is entered into this 1st day of January 2025, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and BROWN AND CALDWELL, their address is 201 North Civic Drive, Suite 300, Walnut Creek, CA 94596 ("Consultant").

### **RECITALS**

**WHEREAS**, on November 10, 2021, City and Consultant, entered into an Agreement for Professional Consultant Services for On-Call Professional Engineering Services ("Agreement") in the amount of \$50,000.00;

**WHEREAS**, on August 26, 2022, City increased the compensation for Consultant in the amount of \$50,000 for a total of \$100,000;

**WHEREAS**, the Brackish Water Desalination Project continues to require Consultant's services, and the City desires to extend the term of the Agreement to December 31, 2025, and increase the total compensation to \$200,000, to allow Consultant to continue providing the necessary services under the terms and conditions set forth in the Agreement; and

**WHEREAS**, the City Council has considered and approved such amendments.

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

**1. Section 1 "SERVICES" shall be amended to read as follows:**

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

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

"The term of this Agreement shall begin on the Effective Date and shall end on **December 31, 2025**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1, and Exhibit A to Amendment No. 2 prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as



provided for in Section 8.”

All other terms and conditions of the Agreement shall remain in full force and effect.

**3. Section 2 “COMPENSATION” shall be amended to read as follows:**

“City hereby agrees to pay Consultant a sum not to exceed **Two hundred thousand dollars (\$200,000)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, and Exhibit A to Amendment No. 2, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

CITY OF ANTIOCH:

BROWN AND CALDWELL

By: \_\_\_\_\_  
Bessie Marie Scott, City Manager

By: \_\_\_\_\_  
Angela MacKinnon, Vice President

ATTEST:

\_\_\_\_\_  
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

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

## **Exhibit A**

This Exhibit for Amendment 2 extends the completion date and updates the compensation and payment section.

### **Scope of Services**

The Scope of the services and assumptions described under Amendment 1 remain unchanged

### **Schedule**

For the Basic Services performed under Task 2- 4, the City requests that the completion date be extended through December 31, 2025.

### **Compensation and Payment**

Table 1 of Amendment 1 outlines the estimated fee by tasks and the not to exceed total fee which remains unchanged. Consultant will perform the work on a time-and-materials basis, for a fee not to exceed \$100,000.00. Time-related charges will be invoiced when costs (effort and expenses) reach a minimum of \$2,000 and at the time of final invoice. Time related charges will be invoiced according to the updated hourly billing rates herein attached.

### **Terms and Conditions**

Work will be performed in accordance with the terms and conditions described in the Design Consulting Services Agreement between the City of Antioch and Brown and Caldwell for On-Call Professional Engineering Design Services dated November 10, 2021.

## Brown and Caldwell Schedule of Hourly Billing Rates

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I	77.00
B	Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	87.00
C	Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	101.00
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	107.00
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	115.00
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	144.00
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	171.00
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	194.00
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp.Contract Administrator	235.00
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	263.00
K	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	314.00
L	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	336.00
M	Vice President			366.00
N	Senior Vice President			427.00
O	President/Executive Vice President			427.00

\*\* Rates are subject to annual adjustment of 5% beginning January 1st of the following year. Current rates are effective as of January 1, 2025.





CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst II 

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

**SUBJECT:** First Amendment to the Construction Agreement with Mountain Cascade, Inc. in the amount of \$131,793.92 for the Hillcrest and Donlon Booster Pumping Station Improvements; P.W. 477-BP2

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the construction agreement with Mountain Cascade, Inc. in the amount of \$131,793.92 for the Hillcrest and Donlon Booster Pumping Station Improvements, increasing the total contract amount from \$1,976,000 to \$2,107,793.92; and
2. Authorizing the City Manager to execute the first amendment to the construction agreement with Mountain Cascade, Inc., in a form approved by the City Attorney.

**FISCAL IMPACT**

The Fiscal Year 2024/25 Capital Improvement Budget includes an additional \$140,146 of Water Enterprise funds for the Hillcrest and Donlon Booster Pumping Station Improvements ("Project"). Adoption of this resolution will increase the construction agreement with Mountain Cascade, Inc. for the Project in the amount of \$131,793.92 for a total contract amount of \$2,107,793.92.

**DISCUSSION**

On October 27, 2020, the City Council awarded an agreement to Mountain Cascade, Inc. for the Project. The Project consists of replacing existing booster pumps, appurtenances, and electrical equipment at the Hillcrest Booster Pump Station (BPS) as well as adding one additional pump and a new standby, diesel-fueled standby generator at the Donlon BPS. Additional work includes structural improvements at both BPSs, improvements to the City's connection to Contra Costa Water District's Multi-Purpose-Pipeline at the Hillcrest BPS, and building improvements at the Hillcrest BPS, which includes paint coating, sidewalk improvements, new lighting, and recalibration of the existing flow meter.

Staff recommends the approval of the amendment to the construction agreement with Mountain Cascade, Inc. to include:

- Modifications to the check valve at the Hillcrest Booster Pump Station to install levers and weights to reduce the water hammer at this facility.
- Modifications to the electrical and control facilities at the James Donlon Booster Pump Station including furnishing and installing a new motor control center conduit and conductors and interposing relays from the existing Programmable Logic Controller to the generator and two of the new valves.
- Modifications to electrical and control facilities at the Hillcrest Booster Pump Station including furnishing and installing a new motor control center bucket to power the existing mini load center; installation of control conduit to separate various electrical voltages within the station and performing additional wiring connections; a new motor control center bucket to power the existing mini load center; installation of control conduit to separate various electrical voltages within the station; installing new pressure indicating facilities and performing additional wiring connections
- Constructing temporary water bypass facilities at the Hillcrest Booster Pump Station. The water flow required for the booster pump station to operate correctly was unable to be obtained through the existing four-inch diameter wharf hydrant and standpipe as specified. It was necessary for the contractor to remove both wharf hydrant and standpipe and connect directly to the underground pipeline.
- Improvements to the Multi-Purpose Pipeline control vault at the Hillcrest Booster Pump Station including replacing unusable ridged steel raceways within the control vault with new PVC facilities and removing and replacing safety lighting within the vault.

## **ATTACHMENTS**

### **A. Resolution**



**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING AN AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH  
MOUNTAIN CASCADE, INC., INCREASING THE CONTRACT AMOUNT BY  
\$131,793.92 FOR A TOTAL CONTRACT AMOUNT OF \$2,107,793. FOR THE  
HILLCREST AND DONLON BOOSTER PUMPING STATION IMPROVEMENTS AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT  
P.W. 477-BP2**

**WHEREAS**, the Hillcrest and Donlon Booster Pumping Station Improvements ("Project") was published and advertised in the East County Times on August 26, 2020 and August 27, 2020 and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, the Project bids were publicly opened and read on October 13, 2020, and ten (10) bids were received for the Project;

**WHEREAS**, the lowest responsive and responsible bid was submitted by Mountain Cascade, Inc.;

**WHEREAS**, on October 27, 2020, Mountain Cascade, Inc. was awarded a construction agreement to perform work associated with the Project; and

**WHEREAS**, the City Council has considered approving the amendment to increase the construction agreement with Mountain Cascade, Inc. for the Project in the amount of \$131,793.92 for a total contract amount of \$2,107,793.92 for additional improvements and authorizing the City Manager to execute the first amendment.

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

1. Approves a first amendment to the construction agreement with Mountain Cascade, Inc. in the amount of \$131,793.92 for the Hillcrest and Donlon Booster Pumping Station Improvements increasing the total contract amount from \$1,976,000 to \$2,107,793.92; and
2. Authorizes the City Manager to execute the first amendment to the Construction Agreement, in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\***

December 10, 2024

Page 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of December 2024, 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 December 10, 2024

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

**SUBMITTED BY:** Marcus Woodland, Water Treatment Plant Superintendent

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

**SUBJECT:** Awarding the Maintenance Services Agreement to Naz & Co. dba True Blue Automation Services for Water Treatment Plant Information and Control Systems Assistance for a Five (5) Year Contract Amount Not to Exceed \$750,000

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding the Maintenance Services Agreement for Water Treatment Plant Information and Control Systems Assistance to Naz & Co. dba True Blue Automation Services for a three (3) year term, in the amount of \$450,000 with an option to extend the agreement two (2) additional years in the amount of \$300,000 for a total amount not to exceed \$750,000; and
2. Authorizing the City Manager to execute the agreement, in a form approved by the City Attorney.

**FISCAL IMPACT**

The Fiscal Year 2024/25 Water Enterprise Fund Budget includes \$150,000 of funding. Funding for the remaining four (4) years of the agreement in the amount of \$600,000 will be requested as part of the City's biennial budget process.

**DISCUSSION**

The City of Antioch owns and operates two (2) conventional surface water treatment plants. These facilities are used in the treatment of raw water to provide potable water to the citizens of Antioch. This treatment process relies on the proper integration of information and control systems to effectively operate and deliver the water that residents utilize on a daily basis.

This maintenance services agreement provides the Water Treatment Plant (WTP) with information and controls system services that include installation, maintenance, troubleshooting, repairs, and documentation of a wide variety of industrial instruments at the WTP. These instruments provide the necessary electronic monitoring, metering,



controlling and signaling information used in the water treatment process.

On October 2, 2024, staff published a Request for Proposal on the City's website, local newspaper, and Builder Exchanges. On November 6, 2024, four (4) proposals were received. Staff reviewed and scored each proposal and selected Naz & Co. dba True Blue Automation Services as the best value to the City.

Staff recommends acceptance of their proposal to ensure that the WTP continues to operate within its operational design in a cost-effective manner and maintain State compliance mandates.

**ATTACHMENTS**

- A. Resolution
  - Exhibit 1. Draft Maintenance Services Agreement
- B. Naz & Co. dba True Blue Automation Services Proposal

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING THE MAINTENANCE SERVICES AGREEMENT TO NAZ & CO. DBA  
TRUE BLUE AUTOMATION SERVICES FOR WATER TREATMENT PLANT  
INFORMATION AND CONTROL SYSTEMS ASSISTANCE FOR A FIVE-YEAR  
CONTRACT AMOUNT NOT TO EXCEED \$750,000 AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Antioch owns and operates two (2) conventional surface water treatment plants that are used in the treatment of raw water to provide potable water to the citizens of Antioch;

**WHEREAS**, this treatment process relies on the proper integration of information and control systems to effectively operate and deliver the water that residents utilize on a daily basis;

**WHEREAS**, this Maintenance Service Agreement provides the Water Treatment Plant (WTP) with information and controls system services that include installation, maintenance, troubleshooting, repairs, and documentation of a wide variety of industrial instruments at the WTP;

**WHEREAS**, these instruments provide the necessary electronic monitoring, metering, controlling and signaling information used in the water treatment process;

**WHEREAS**, on October 2, 2024, staff published a Request for Proposal on the City's website, local newspaper, and Builder Exchanges;

**WHEREAS**, on November 6, 2024, four (4) proposals were received. Staff reviewed and scored each proposal and selected Naz & Co. dba True Blue Automation Services as the most qualified and cost-effective firm to provide the services required;

**WHEREAS**, staff recommends acceptance of their proposal to ensure that the WTP continues to operate within its operational design in a cost-effective manner and maintain State compliance mandates; and

**WHEREAS**, the City Council has considered awarding a Maintenance Services Agreement for Water Treatment Plant Information and Control Systems Assistance to Naz & Co. dba True Blue Automation Services for a three (3) year term in the amount of \$450,000 with an option to extend the agreement two (2) additional years in the amount of \$300,000 for a five (5) year amount not to exceed \$750,000 and authorizing the City Manager to execute the agreement.

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

1. Awards the Maintenance Services Agreement for Water Treatment Plant Information and Control Systems Assistance to Naz & Co. dba True Blue Automation Services for a three (3) year term, in the amount of \$450,000 with an option to extend the agreement two (2) additional years in the amount of \$300,000 for a total amount not to exceed \$750,000; and
2. Authorizes the City Manager to execute the agreement, in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of December 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**CITY OF ANTIOCH  
MAINTENANCE SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement ("**Agreement**") is made and entered into this **10<sup>th</sup>** day of **December, 2024** ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **Naz & Co. dba True Blue Automation Services**, a **CORPORATION** with its principal place of business at 6200 Stoneridge Mall Rd, Suite 300, Pleasanton, CA 94588 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

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

**2.2 Project.**

City desires to engage Contractor to render such services for the **WATER TREATMENT PLANT INFORMATION AND CONTROL SYSTEMS ASSISTANCE** project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **WATER TREATMENT PLANT INFORMATION AND CONTROL SYSTEMS ASSISTANCE** maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

### **3.2 Responsibilities of Contractor.**

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

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

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

3.2.4 City's Representative. The City hereby designates **Marcus Woodland, Water Treatment Plant Superintendent**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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

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



calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

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

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-



discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.2.10.7 Water Quality.

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

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

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

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

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

### 3.2.13 Bonds.

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

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

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

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total three (3) year compensation shall not exceed **Four Hundred Fifty Thousand Dollars (\$450,000.00)**, with an option to extend two (2) additional years in an amount not to exceed **Three Hundred Thousand Dollars (\$300,000.00) for a total amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00)** without written approval of City's Finance Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

### 3.3.5 California Labor Code Requirements

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

Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

### **3.4 Termination of Agreement.**

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

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

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

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the



Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

### **3.5 General Provisions.**

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

**Contractor:**

Ness Budan  
Naz & Co. dba True Blue Automation Services  
6200 Stoneridge Mall Rd, Suite 300  
Pleasanton, CA 94588

**City:**

Marcus Woodland  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**City:**

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

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

### **3.5.2 Indemnification.**

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

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

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

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

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

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

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

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

paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

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

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

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



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

3.5.19 Wage Theft Prevention.

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

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

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND NAZ & CO DBA TRUE BLUE AUTOMATION SERVICES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **10<sup>th</sup>** day of **December, 2024**.

**CITY OF ANTIOCH**  
*Approved By:*

**NAZ & CO. DBA TRUE BLUE AUTOMATION  
SERVICES**

\_\_\_\_\_  
Bessie Marie Scott  
City Manager

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Elizabeth Householder  
City Clerk

\_\_\_\_\_  
Title

*Approved As To Form:*

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**ATTACHMENT "A"**

**SPECIFICATIONS**

**Hours of Operation**

The Water Treatment Plant operates 24/7 and a reliable emergency contact must be established for calls during off hours. Emergency response time should be within 12 hours. Non-emergency response time shall be within 72 hours of the call date.

**Payments and Invoicing**

Invoices must list the City-issued purchase order number and be itemized as per the bid submittal worksheet including the location line-item numbers. Invoices shall include materials and markup price. Any City approved charges must be listed on the invoice separately. All information is to be provided in email format, and paper copy if directed so. The Contractor must be capable of responding to requests by both email and cell phone.

**Bonds**

Before commencing performance of the work contracted for hereunder, Contractor shall furnish a Payment and Performance Bond as required by Section 9550 of the Civil Code, and as approved by the City, from a single surety licensed and admitted in the State with an agent for service of process in California and acceptable to the City in the City's sole discretion.

The successful bidder shall be required to furnish a Payment and Performance Bond, in increments of \$100,000.00 for surety coverage of the initial \$100,000.00 of work performed. When the work completed reaches 80% of the bonded amount, the Contractor shall secure an additional bond to cover the next \$100,000.00 of work, continuing this process throughout the Agreement term, until the maximum Agreement amount is bonded. At no time shall any work be performed by the Contractor without the required bonding in place. It shall be Contractor's responsibility to ensure that all work performed be in compliance with the bonding requirements set forth herein.

Contractor shall deliver all Bonds required hereunder to the City prior to the commencement of work.

**Budget**

The City has budgeted approximately \$150,000.00 per year for this job.

**Contract Length and Effective Dates**

This contract will be effective for three (3) years upon successful approval of contractor's employees, with the option to extend two additional, one-year intervals, solely at the discretion of the City. The City may opt to phase in the City facilities and/or adjust the scope of work depending on the contract amount.

**Location**

All work will be performed at the City's Water Treatment Plant located at 401 Putnam Street. Occasionally travel to one of the city's offsite booster pump stations may be required. Remote work may be allowed on occasion with prior approval from the city's designee on a case-by-case basis.

**Contractor Will Provide**

A safe and motivated crew capable of performing all work per specifications. After approval to start work the contractor is to supply the City representative with a work schedule that must include starting times and dates. At least one crew member must speak English. Contractor will be responsible for onsite safety and quality control.



#### **Customer Service and Quality Assurance**

Any work or assigned duties that are not performed to our standard and/or contractual agreement may result in delay, reduction, or discount at the Contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not content with the services or communication supplied by the Contractor. All complaints about services rendered will be processed by the City's authorized designee/s. The City may use routine surveys of employee satisfaction regarding the quality of work to gauge overall satisfaction.

#### **BACKGROUND**

The City of Antioch seeks to retain the services of an Information and Controls Systems Contractor qualified to assist the Water Treatment Plant with information and controls systems issues including installing, maintaining, troubleshooting, repairing and documenting a wide variety of industrial instruments which include electronic monitoring, metering, controlling and signaling devices used in the treatment and processing of drinking water. The work covers the entire industrial instrumentation and telemetry trades, and the Contractor is expected to often work independently due to the specialization of the work. The Contractor is also required to have a high level of knowledge, skills, and abilities, including the ability to troubleshoot telemetry, Supervisory Control and Data Acquisition (SCADA) systems and programmable logic controllers (PLC) software. Emergency response is required.

#### **SCOPE OF WORK**

Items of work to be performed under this contract will be individually negotiated as the need for services arises and will be authorized in writing by the City. In some cases, the City may elect to assign only specific portions of a project, or in other cases, the entire project including auxiliary associated work to the Contractor.

The Contractor's role will be to support technical work performed by instrumentation staff at the City of Antioch's Water Treatment Plant to troubleshoot, diagnose, repair, and replace failing and outdated equipment as well as install new equipment as the city replaces and upgrades current equipment.

All programs and data supporting said programs shall be made available to the City upon request and shall become the property of the City for active and future projects.

The work shall comply with the following requirements:

- Current Federal laws, State laws, and Local laws.
- FCC Communication Standards.
- CA Title 22
- Safe Drinking Water Act

The work to be performed may include, but is not limited to the following:

- Network Consultation and Design Services
- Diagnose and repair instrumentation:
- Onsite and Offsite Radio Communications
- SCADA Clients and PLC's
- Online Process Instrumentation
- Perform Skilled Technical Programming:
- SCADA Applications
- PLC Ladder Logic
- Troubleshoot PID Loops
- Telemetry
- PLC Logic

## **EXHIBIT "B"**

### **SCHEDULE OF SERVICES**

Contractor Contact Information for Services: \_\_\_\_\_

Services will be requested by telephone or email. The contractor shall have a representative available to meet with the City of Antioch personnel 24/7. Contractor may work on Saturday with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 a.m. and after 6:00 p.m., and further limited to 8:00 a.m. and 5:00 p.m. if within 300 feet of occupied dwellings.

# EXHIBIT "C"

## COMPENSATION

OFFICIAL BID SUBMITTAL

PAGE 2 OF 6

INITIAL HERE  


### I. FEE SUBMITTAL

#### CITY OF ANTIOCH INFORMATION AND CONTROL SYSTEMS ASSISTANCE RFP NO. 918-1106-24

Hourly Rates	FY 25/26	FY 26/27	FY 27/28	OPTIONAL		Comments
				FY 28/29	FY 29/30	
Project Management	\$ 175.00	\$ 187.25	\$ 200.40	\$ 214.50	\$ 230.00	
Senior Programmer	\$ 175.00	\$ 187.25	\$ 200.40	\$ 214.50	\$ 230.00	
Programmer	\$ 175.00	\$ 187.25	\$ 200.40	\$ 214.50	\$ 230.00	
IT Tech Services	\$ 175.00	\$ 187.25	\$ 200.40	\$ 214.50	\$ 230.00	

**FIVE (5) YEAR PROPOSAL GRAND TOTAL: \$ 4,028.60**

**WRITTEN FIVE (5) YEAR PROPOSAL GRAND TOTAL AMOUNT:** fourthousandtwentyeightandsixtycents

#### CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- Acceptable price adjustments will be applied proportional with the DIR's prevailing wage and CPI increase.
- Per DIR Prevailing wage and DOL, The overtime rate is applied for hours worked in excess of 8 hours, including 12 hours Monday- Friday during normal business hours from 7 am to 5 pm. Overtime is applied for hours worked up to and including 12 hours on Saturday and up to and including 8 hours on Sunday. Double-time rate is applied for hours worked in excess of 12 hours Monday-Saturday and for hours worked in excess of 8 hours on Sunday. Overtime rate will be billed at 1.5 times base rate and double-time will be billed at 2 times base rate.
- On-site service calls carry a 4 hour minimum per person; The minimum charge for remote support is 2 hours.
- TBA is available 24 hours per day, 7 days a week to provide remote and on-site service. Onsite emergency calls carry a 2-hour minimum.

Mark-up for Programming Software, Licenses, Associated Cabling and any hardware/software materials needed to perform our work.....Cost +10%





## EXHIBIT "D"

### INSURANCE REQUIREMENTS

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

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

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

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

#### **Commercial General Liability (CGL):**

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

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

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

**Automobile Liability:**

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

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

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

**Professional Liability (Errors and Omissions):**

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

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

\_\_\_ Insurance appropriates to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

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

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

**Builder's Risk (Course of Construction):**

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

**Contractor's Pollution Legal Liability:**

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

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

**Cyber Liability Insurance**

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

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

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

**Surety Bonds:**

Contractor shall provide the following Surety Bonds:

\_\_\_\_ Bid Bond  
X Performance Bond  
X Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**Other Insurance Provisions:**

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

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

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on

the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

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

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

  X   **Waiver of Subrogation:**

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

       **Completed Operations**

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay

losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

**Acceptability of Insurers:**

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

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

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

**Subcontractors:**

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

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

**Verification of Coverage:**

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

**Special Risks or Circumstances**

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

**Failure to Comply:**

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

**Applicability of Coverage:**

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



**PAYMENT BOND**

***THIS PAGE MUST BE NOTARIZED***

**CITY OF ANTIOCH**

**RFP 918-1106-24 Water Treatment Plant  
Information and Control Systems Assistance**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

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

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

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

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

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

**Signatures on next page**



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

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**PERFORMANCE BOND**

***THIS PAGE MUST BE NOTARIZED***

**CITY OF ANTIOCH**

**RFP 918-1106-24 Water Treatment Plant  
Information and Control Systems Assistance**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

NOW, THEREFORE, we, the undersigned Principal, and

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

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

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

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

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

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

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

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

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

\_\_\_\_\_  
(Principal)  
By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

**Note:**

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

\_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title



**WATER TREATMENT PLANT INFORMATION  
AND CONTROL SYSTEMS ASSISTANCE  
RFP 918-1106-24  
ADDENDUM NO. 1**

**October 10, 2024**

**Questions and Answers**

**Q-1. Who manufactures the PLCs? (i.e. Rockwell, Siemens)**

**A-1. Schneider**

**Q-2. Which Scada is used? (i.e. Wonderware, Ignition)**

**A-2. Aveva InTouch**

**Q-3. We are a publicly traded company. Our D&B commercial credit report (31 pages) and audited financial statement (9 pages) tend to be long. Is it okay to provide an overview in Section 5: Fiscal Stability and provide the actual evidence/proof in the Appendix without page limit penalty?**

**A-3. Yes, that's fine.**

**Q-4. Our fiscal year just closed at the end of September 2024. Is it ok to provide our 2023 Audited Financial Statement?**

**A-4. You may submit your most recent audited financial statement. If you have not received your 2024 audited financial statement, the 2023 one will suffice.**

**Q-5. Is this scope based on a single Water Treatment Plant (WTP) alone, or is there any other City SCADA infrastructure and facilities to be supported? If so, please provide details.**

**A-5. This is only for the water production division that has two water treatment plants on one site.**

**Q-6. Please provide make/maker of:**

- 1. PLCs**
- 2. Operator Interface Terminals**
- 3. Central SCADA Server Hardware**
- 4. Primary SCADA network communications equipment (switches, firewalls, etc.)**

**A-6. The City does not feel the specifics of the equipment and system network is pertinent or appropriate to publish. The PLC's are Schneider and the SCADA software is Aveva. There is no special equipment being utilized that is not common in the drinking water industry.**

**Q-7. Please provide details of the main SCADA software component, including supplier and version #:**


1. Operating System and Hypervisor
2. SCADA Application
3. Communications Driver(s)
4. Historian
5. Alarm Management/Dispatch
6. Backup Software
7. Other

**A-7. The City does not feel the specifics of the equipment and system network is pertinent or appropriate to publish. The PLC's are Schneider and the SCADA software is Aveva. There is no special equipment being utilized that is not common in the drinking water industry.**

**Q-8. Please provide system network or topology drawing for intended system support**

**A-8. The City does not feel the specifics of the equipment and system network is pertinent or appropriate to publish. The PLC's are Schneider and the SCADA software is Aveva. There is no special equipment being utilized that is not common in the drinking water industry.**

**This addendum must be included with your bid:**

Company Name TRUE BLUE AUTOMATION SERVICES  
Date Received 10/10/24  
Signature   
Name BERK GURKAN  
Title PROJECT MANAGER

# TrueBlue

## Automation Services

ATTACHMENT "B"

10/22/2024

### CITY OF ANTIOCH CITY PUBLIC WORKS SERVICES DEPARTMENT

RFP: Information and Control System Assistance



# TrueBlue

## Automation Services

### **A. Authorization and Compliance**

We, TBA Automation, are pleased to submit our proposal for the City of Antioch City as outlined in RFP Information and Control system assistance services. This submission is authorized by Berk Gürkan, Electrical Engineer, who is fully empowered to negotiate and commit to terms on behalf of TBA Automation.

We are committed to meeting all indemnification and insurance requirements outlined in the RFP. Furthermore, we affirm that the terms of our proposal will remain valid for 90 days following the proposal submission deadline.

---

### **B. Affirmative Action Plan**

TBA Automation is dedicated to fostering a workplace that promotes equality and eliminates unlawful discrimination. Our Affirmative Action Plan is fully compliant with all relevant federal, state, and local regulations, ensuring a diverse and inclusive environment.

We believe that a diverse team brings a broader perspective, ultimately benefiting the quality and innovation of our solutions.

### **CONFLICTS OF INTEREST/PROPRIETARY INFORMATION/ EXCLUSIONS**

---

#### **Conflicts of Interest (Attachment III)**

We do not see any real or perceived conflicts of interest for TBA in providing services through this contract. We will continue to monitor our activities and will communicate with City of Antioch City if any conflicts should arise.

#### **Proprietary Information**

TBA acknowledges that nothing in the submitted RFP is proprietary to TBA and that once submitted, all RFPs shall become the property of the City of Antioch City.

#### **Exclusions**

There are no project categories that TBA wishes to be excluded from

---



# TrueBlue

## Automation Services

### **c. Debarment and Suspension Certification**

In compliance with Title 49, Part 29 of the Code of Federal Regulations, TBA Automation certifies that neither we nor any affiliated individuals are currently under suspension, debarment, voluntary exclusion, or ineligibility determination by any federal agency.

The completed Debarment and Suspension Certification is included with our submission.

---

### **d.State Prevailing Wage Rates**

TBA Automation acknowledges and commits to adhering to the State of California's General Prevailing Wage Rate requirements, as outlined in California Labor Code, Section 1773. We will ensure full compliance with all applicable federal, state, and local laws relevant to the execution of this project. (Attachment V)

---

### **e. Signature and Contact Information**

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below

This cover letter is signed by our Electrical Engineer and an authorized representative of both TBA Automation

**Berk Gürkan**

Electrical Engineer

TB Automation

6200 Stoneridge Mall Road Suite 300 Pleasanton 94588, United States

(925) 808-7331

[berk@tbaudiosationservices.com](mailto:berk@tbaudiosationservices.com)

# TrueBlue

## Automation Services

### **HISTORY**

True Blue Automation Services is a system integrator with 20+ years of experience in industrial automation field. We deliver high-quality SCADA and automation solutions to leading multinational companies and governments.

TB Automation's main office is located in Livermore, CA. Our primary focus is to manage complex PLC, SCADA and Motor Control integrations, system upgrades, and network configurations to ensure optimal performance and scalability in USA. Additionally, our branch office is located in Istanbul, Turkey, and is vital in providing the best support and service for multinational factories across Europe.

DIR# 1000044543

SB# 2003880

Electrical Contractor License C-10 #1018673

Naz & Co. dba: True Blue Automation Services (Corporation

### **CAPABILITIES**

We specialize in providing fully automated water-process systems, including groundwater wells, water treatment facilities, storage reservoirs, and booster pump stations throughout California.

TB Automation Proven Experience in Executing Projects Provides Peace of Mind and Smooth Project Delivery

- Sacramento Sanitary District – Sewer Division
- San Francisco Public Utilities Commission – Water Division
- City of Santa Clara Water, Sewer, Storm Division
- County of Santa Clara – Water Division
- City Heights Water District
- City of Antioch City- Water, Sewer, Storm divisions
- San Francisco International Airport – Water Division
- Zone 7 Water Agency – Water Division
- Salida Sanitary District
- Carmel Area Wastewater District
- City of Benicia – Wastewater Division
- City of Manteca- water division
- City of Colfax – water division
- City of Placerville – wastewater division
- East Bay Municipal Utility District- water division
- Twain Harte Community Services District - Water Division
- Placer County Water Agency – water division
- Silicon Valley Clean Water
- Union Sanitary District
- City of Antioch – water division

# TrueBlue

## Automation Services

### APPROACH AND WORK PLAN

### PROJECT MANAGER AND PROJECT TEAM

TB Automation has assembled a team structured to match your needs. The team has been selected to make certain that the staff members provided, and the industry leaders we are teaming with, provide City of Antioch City with a highly experienced staff.

This section includes the names, roles, brief biographies, relevant experience and for each key staff member proposed to City of Antioch City.

Full resumes for our entire team are included

Upon acceptance and issuance of a Notice to proceed from the District to True Blue's response to a "Work Order", A Project Team will be established to coordinate, manage and perform the work authorized under the "Work Order". This Project Team will consist of:



# TrueBlue

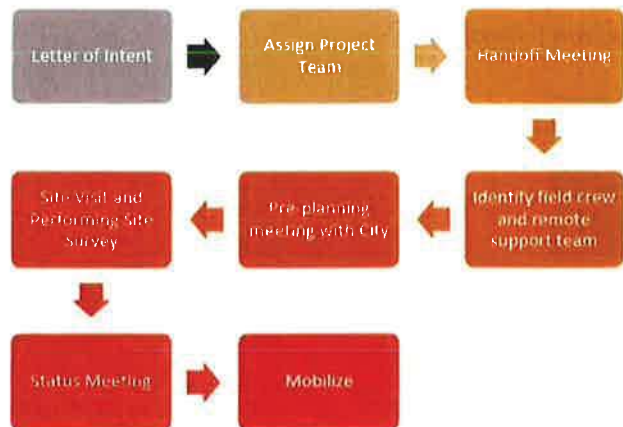
## Automation Services

### Efficiently Integrating Different Worlds to Deliver Reliable Solutions

TBA will provide the City of Antioch City with two highly qualified technical advisors and a proven project manager. To seamlessly tie this team together, Ness Budan, Berk Gurkan and Joe Hiti our will build a deep understanding of the engineering needs of City of Antioch City.

Along with technical expertise, Ness's relationship with the City of Antioch City will provide TBA with the insight needed to perform projects to meet the City's expectations. Moreover, because our field techs, managers, and advisors are primarily based in the Bay Area, they will prove invaluable for communicating within the team and, in turn, delivering cost-effective and reliable solutions.

### Project Approach Work Flow



### Response Time Response to Non-Emergency Work Requests:

True Blue takes a proactive approach to responding to service calls. We have a same-day policy for addressing service calls and setting appointments. True Blue personnel intend to be on-site and respond to non-emergency work requests by the City within 24 hours from the time of notification.

**Response to Emergency Work Requests:** True Blue provides 24-7 service to our customers when the need arises. Our answering service will handle after-hours calls and immediately routed to an appropriate manager for review of the problem with the City. The manager will be responsible for dispatching a qualified electrician who is capable of resolving the problem. Upon Request, True Blue personnel intends to be on-site in 2-4 hours to evaluate the emergency situation.

# TrueBlue

## Automation Services

### KEY PERSONNEL

#### **Ness Budan – Project Manager**

- Prepares and is responsible for all administrative tasks as required for the assigned project(s) job setup, all logs, submittals, shop drawings, and RFIs.
- Assists in research for prime contract change orders, and subcontract change orders.
- Maintains communication with the customers and customer's engineer as required.
- Prepares and or assists the billing process and procurement of payment from the customer with oversight from his supervisor.
- Works with the superintendent in evaluating the proper equipment needed for the project and assures company owned equipment is utilized as much as possible
- Review the project's overall job cost and prepare a monthly report analyzing the projected job costs and man-hour productions.
- Read and understand the plans and specifications – regularly.
- Assists project management in directing additional job staff such as project administrators and labor forces in their respective job duties.
- Assists in directing and monitoring the buyout of the job including but not limited to subcontracts, purchase orders and company costs and expenses.
- Analyze the capabilities of subcontractors and suppliers as they begin and continue their work as it relates to quality and quantity of work.
- Direct and monitor the project submittal process timely.
- Assists in producing, directing and monitoring the project schedule with the supervisors. Provide monthly updates to the client or as directed within the guidelines of the prime contract
- Keep supervisors informed as to upcoming direct hire work and the jobsite needs of tools and equipment.
- Assists project management group in the project closeout process per the established company procedure.
- Reviews and approves, as required, daily timecards for all project labor staff, union or non-union, working on their respective projects.
- Collects and submits all certified payroll documents as required.

# TrueBlue

## Automation Services

### **Erdem Salin – Automation Engineer**

Familiarity working with Circuit Map Change Sheets, Points Lists, Site Surveys, and other technical documentation needed to support device testing, programming, design and commissioning

- Design, develop, and commission PLC, HMI, and SCADA applications with AVEVA (Wonderware), Inductive Automation, GEifix or other platforms
- Experience in Cisco programming and ignition to assist with the implementation of a new enterprise system infrastructure
- Perform onsite programming and electrical troubleshooting service calls with existing automation equipment, including VFDs, Servo Drives, PLCs, HMIs, Sensors, Relays, Motors, etc.
- Experience with RT SCADA-Supervisory Control +10 years
- Experience working with RT SCADA systems, RTUs, Line-Reclosers, Capacitor Banks, Fusesavers, Pad Mounted Interrupters, Switches, Circuit Breakers, Transformer Banks, Relays, etc. for devices on Distribution Lines and within Distribution Substations
- Knowledge of various communication paths such as digital or radio, TCP End Paths, serial / ethernet technology, DNP3 protocols, etc
- Controls experience with Rockwell and AVEVA platforms
- Proficient in Inductive Ignition Perspective
- Familiarity with Ethernet, Modbus, TCP/IP, Bacnet,
- Competence in Rockwell and Aveva: FactoryTalk Suite, RS Logix/Studio 5000, and PlantPAx DCS, Aveva Edge, Aveva Intouch, Aveva System Platform, Aveva Historian Clients, Batch Management SQL
- Programming languages such as C++, Java and Python

# TrueBlue

## Automation Services

**Berk Gurkan,** (Electrical Engineer)

### Education

- Bachelor of Science Degree in Electrical and Power Electronics Engineering
- Postgraduate Degree in Finance
- CSLB C-10 Electrical Contractor License (Responsible managing employee)
- Prepares Electrical and Automation drawings and writes specifications in the process of completing the electrical/Automation design of above and below-ground water system facilities
- Performs advanced engineering calculations for low and medium voltage power distribution and motor control including: -Short circuit current calculations - Voltage drop calculations - Breaker coordination studies, Arc Flash studies
- Prepares company bid documents, RFI, RFQ and contract, change orders
- Specifies, develops bid packages, and procures major equipment
- Manages project scope, schedule, and budget
- Manages and communicates with project-specific customers, consultants, and company staff
- Prepares data tables, graphs, cost estimations, justifications, and reports required for evaluations and projects in multiple projects
- Interprets and understands engineering work reports and jobsite drawings and provides input or guidance
- Prepares and publishes various documents and reports for state and local government agencies
- Utilizes Company financial software to accurately monitor project costs during and at the end of a project
- Provides project management and shared field inspection at the location of the project construction
- Provides technical support and fieldwork documentation for field operations and maintenance



# TrueBlue

## Automation Services

### **John Labat – Field Service Supervisor**

- 10+ years of experience in the industrial automation field
- Perform services to support the on-site installation, start-up, maintenance, and operation of automation control systems & advanced manufacturing software applications, drive systems, manufacturing systems,
- Building up automation and control panels
- Editing, creating, upgrading control schematics on EPLAN
- Experience working with automation systems, such as PLCs, SCADA, HMI and other automation systems
- Working knowledge of network technologies such as Ethernet, TCP/IP, and serial communications
- Ability to manage multiple tasks and prioritize effectively
- Strong problem-solving skills (troubleshooting service at multiple jobsites)
- Configuring, updating, and creating tags, scripts, ladder logics on HMI, PLCs
- Performing programming RXLogics/ Studio 5000 for SLC500, Micrologix, Connectdrive, Compactlogix Allen Bradley series
- Performing commissioning services for powerflex 753,755, 5XX, 4XX VFD series
- Performing commission and start-up services for Eaton 801 and 811 Soft Starter series
- Conducting component based repair services for Printed Circuit Boards
- Performs project management function for customer projects including needs identification, scheduling, tracking, and reporting

# TrueBlue

## Automation Services

### **Joe Hiti – Automation Project Consultant**

- AVEVA System Platform Member since 2021
- Creating Bill of Materials and selecting right products for automation applications
- Supporting developers and programmers in managing and creating design, development, and maintenance documentation related to each client
- Adapt and implement the methodologies and processes
- Advance understanding Citect, Wonderware, Aveva, GEifix, Ignition SCADA Platforms
- Documenting the client's system integration and reporting needs
- Design, develop and deliver automation integration solutions to customers
- Converting to the manufacturing/Machine Builder environment and performing follow-up testing to finalize system configuration
- Mentoring our automation engineers, field control technicians and instrument technicians
- Provide remote customer support through the performance of installation, as well as overseeing any necessary diagnoses, troubleshooting, service, and repair of Rockwell equipment and systems
- Implements solutions and performs design and/or programming modifications to customer's equipment on assigned projects to include hardware and software modifications to complex electrical and control systems
- Programs PLCs, HMIs and SCADA systems for new or modified equipment
- Maintains automation and equipment including working with low voltage
- Troubleshoot problems, identify, and implement new or amended system functionality, identify operational process gaps, and take corrective actions
- Recommends and initiate modifications or replacement of equipment, which fail to meet operating standards
- Executes initiatives supporting our automation strategy, manage operating workflows, and progress continuous improvement opportunities
- Develops and write documentation as required (validation project plans, standard operating procedures, qualification summary reports, system audits, technical reports, traceability matrix, etc.)
- Controls experience with Rockwell and AVEVA platforms
- Proficient in Inductive Ignition Perspective
- Proficient with Ethernet, Modbus, TCP/IP, Bacnet, all communication protocols
- Competence in Rockwell and Aveva: FactoryTalk Suite, RS Logix/Studio 5000, and PlantPAx DCS, Aveva Edge, Aveva Intouch, Aveva System Platform, Aveva Historian Clients, Batch Management SQL

# TrueBlue

## Automation Services

AVEVA

### Certificate of Achievement

*This Certificate is Awarded to*

**Erdem Salin**

*for the successful completion of*

**AVEVA Application Server 2023 Product Exam**

on 10 Aug 2023

Serial Number | 579444 24168 09082023



### Certificate of Completion

This certificate is awarded to

**Erdem Salin**

Global Energy Solutions LLC

For attendance at:

**CCP143: Studio 5000 Project  
Development - Rockwell Automation**

21-24.08.2023

**MACIEJ KONOPKA**

Course Trainer  
Rockwell Automation

A handwritten signature in blue ink, appearing to read 'Konopka'.

# TrueBlue

## Automation Services

### Your business credit scores

NAZ & CO. P.O. Box 01-629 6700

powered by **dun&brastreet**

#### The D&B® Small Business Financial Exchange (SBFE) Score

Last updated November 28, 2024

# 903

A score of **903** means your business is perceived to be at **Low Risk** of potentially making a late financial services payment over the next 12 months.



Date Accepted

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR	FORM
<b>2023</b>	<b>8453-C</b>
<b>California e-file Return Authorization for Corporations</b>	
Corporation name	California Corporation No., CA SOS file no., or FEIN
<b>NAZ &amp; CO INC</b>	<b>3867071</b>

<b>Part I Tax Return Information (whole dollars only)</b>	
1 Total income (Form 100, line 9; Form 100S, line 8; Form 100W, line 9 or Form 100X, line 6)	<b>208,323.</b>
2 Taxable income (Form 100, line 22; Form 100S, line 20; Form 100W, line 22 or Form 100X, line 10)	<b>207,762.</b>
3 Total tax (Form 100, line 30; Form 100S, line 30; Form 100W, line 30 or Form 100X, line 19)	<b>18,366.</b>
4 Tax due (Form 100, line 39; Form 100S, line 40; Form 100W, line 36 or Form 100X, line 21)	<b>18,366.</b>
5 Overpayment (Form 100, line 40; Form 100S, line 41; Form 100W, line 37 or Form 100X, line 28)	<b>0.</b>

<b>Part II Settle the Account Electronically for Taxable Year 2023</b>	
6 <input type="checkbox"/> Direct deposit of refund (For Forms 100, 100S, and 100W only.)	
7 <input checked="" type="checkbox"/> Electronic funds withdrawal	
7a Tax due amount	<b>18,366.</b>
7b Withdrawal date (mm/dd/yyyy)	<b>07/25/2024</b>
7c PTE amount due (for Form 100S only)	
7d Withdrawal date (mm/dd/yyyy)	

<b>Part III Schedule of Estimated Tax Payments for Taxable Year 2024</b> (These are not installment payments for the current amount the corporation owes.)				
8 Amount	First Payment	Second Payment	Third Payment	Fourth Payment
	<b>0.</b>	<b>0.</b>	<b>0.</b>	<b>0.</b>
9 Withdrawal Date (mm/dd/yyyy)				

<b>Part IV Pass-Through Entity (PTE) Elective Tax Payment for Taxable Year 2024 (for Form 100S only)</b>	
10 Amount	First Payment
11 Withdrawal date (mm/dd/yyyy)	

<b>Part V Banking Information (Have you verified the corporation's banking information?)</b>	
12 Routing number	<b>121000358</b>
13 Account number	<b>325025733516</b>
14 Type of account:	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings

<b>Part VI Declaration of Officer</b>	
I authorize the corporate account to be settled as designated in Part II. If I check Part II, box 6, I declare that the bank account specified in Part V for the direct deposit refund agrees with the authorization stated on my return. If I check Part II, box 7, I authorize an electronic funds withdrawal for the amount listed line 7a, line 7c, any estimate payment amounts listed on Part III, line 8, and the amount listed on Part IV, line 10 from the bank account specified in Part V.	
Under penalties of perjury, I declare that I am an officer of the above corporation and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the corporation's 2023 California income tax return. To the best of my knowledge and belief, the corporation's return is true, correct, and complete. If the corporation is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the corporation's tax liability, the corporation will remain liable for the tax liability and all applicable interest and penalties. I authorize the corporation return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. If the processing of the corporation's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay or the date when the refund was sent.	

<b>Part VII Declaration of Electronic Return Originator (ERO) and Paid Preparer. See instructions.</b>	
I declare that I have reviewed the above corporation's return and that the entries on form PTB 8453-C are complete and correct to the best of my knowledge. (If I am only an internet service provider, I understand that I am not responsible for reviewing the corporation's return. I declare, however, that form PTB 8453-C accurately reflects the data on the return.) I have obtained the corporate officer's signature on form PTB 8453-C before transmitting this return to the FTB. I have provided the corporate officer with a copy of all forms and information that will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2023 Handbook for Authorized e-file Providers. I will keep form PTB 8453-C on file for four years from the due date of the return or four years from the date the corporation return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above corporation's return and accompanying schedules and statements, and to the best of my knowledge and belief they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.	

ERO's signature	Date	Check if also paid preparer	Check if self-employed	ERO's PTN
<b>Hakan Kaya</b>	<b>7/23/2024</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>P00724374</b>
Firm's name (or yours if self-employed) and address	Firm's FEIN		ZIP code	
<b>HAKAN KAYA</b> <b>16520 BAKE PARKWAY # 230</b> <b>IRVINE CA</b>	<b>26-4044834</b>		<b>92618</b>	

Under penalties of perjury, I declare that I have examined the above corporation's return and accompanying schedules and statements, and to the best of my knowledge and belief they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

# TrueBlue

## Automation Services

### REFERENCES

**SCADA/PLC/HMI/MCC TROUBLESHOOTING/UPGRADE/RETROFIT/REPAIR-  
PROJECTS FOR MULTINATIONAL FACTORIES and GOVERNMENT**

#### **SAMPLE WORK REPORT**

<b>JOB SITE NAME:</b> Glenlock Station – Water Divison
<b>ADDRESS:</b> Redwood City
<b>DATE:</b> 10/24/2024 <b>JOBSITE POC:</b> Nick
<b>REASON FOR CALL:</b> Pump 1 not showing run icon on SCADA screen, no speed feedback to PLC, Pump starting and stopping before micro switch completes cycle

<b>EQUIPMENT NAME</b>	<b>MODEL</b>	<b>CAT NO.</b>	<b>SERIAL</b>	<b>VFD HP/A/V</b>
Pump 1	Allen Bradley PowerFlex 753 Allen Bradley SLC500 AVEVA System Platform - Intouch	20F1A N D 125 JA0NNNNN	85834695	100HP/125A/460VAC

### **Work Performed: Allen Bradley SLC5 PLC & Powerfex 753 VFD – AVEVA InTouch SCADA Troubleshooting Service**

- Reviewed on-site PLC wiring schematic and verified I/O mapping for P1 controls
- Reviewed the Aveva Intouch SCADA (tags)
- Inspected and verified VFD control wiring/programming
- Performed power-off checks (Fuses, wire connections, etc.)
- Performed power on checks with drive energized but OFF
- Verified system operation

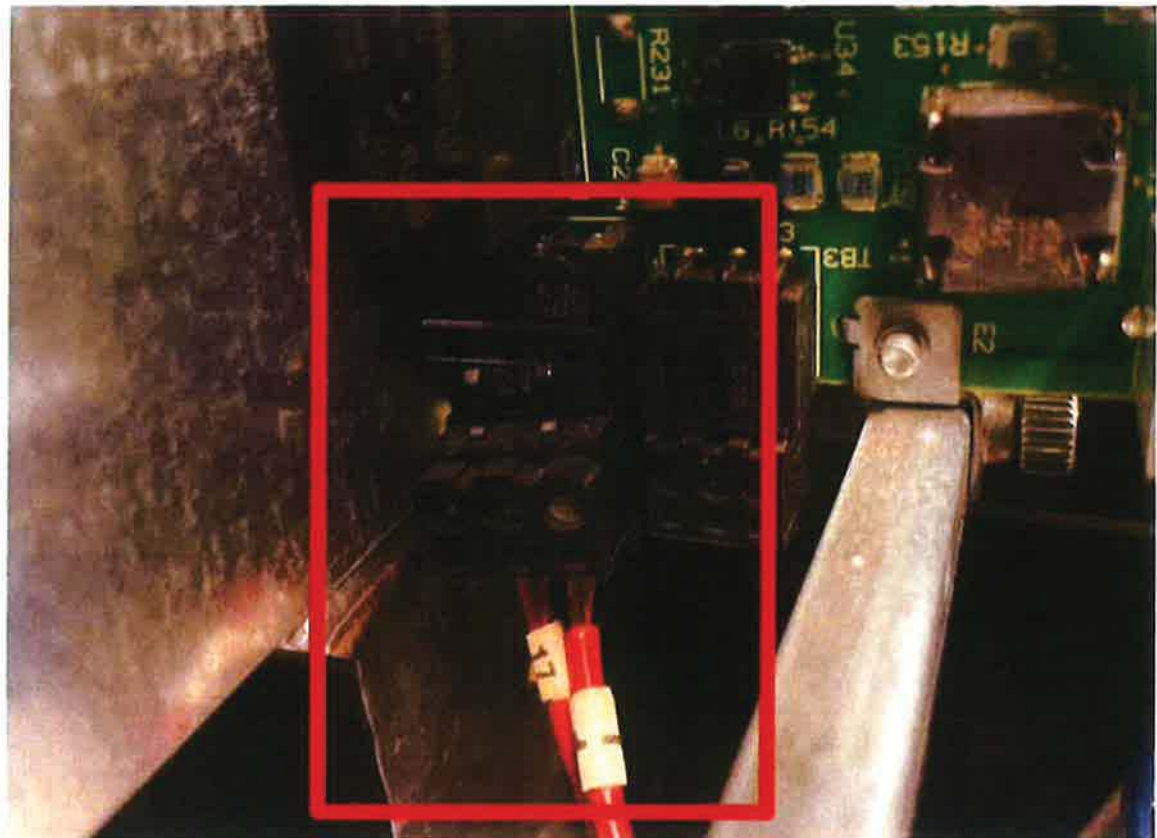
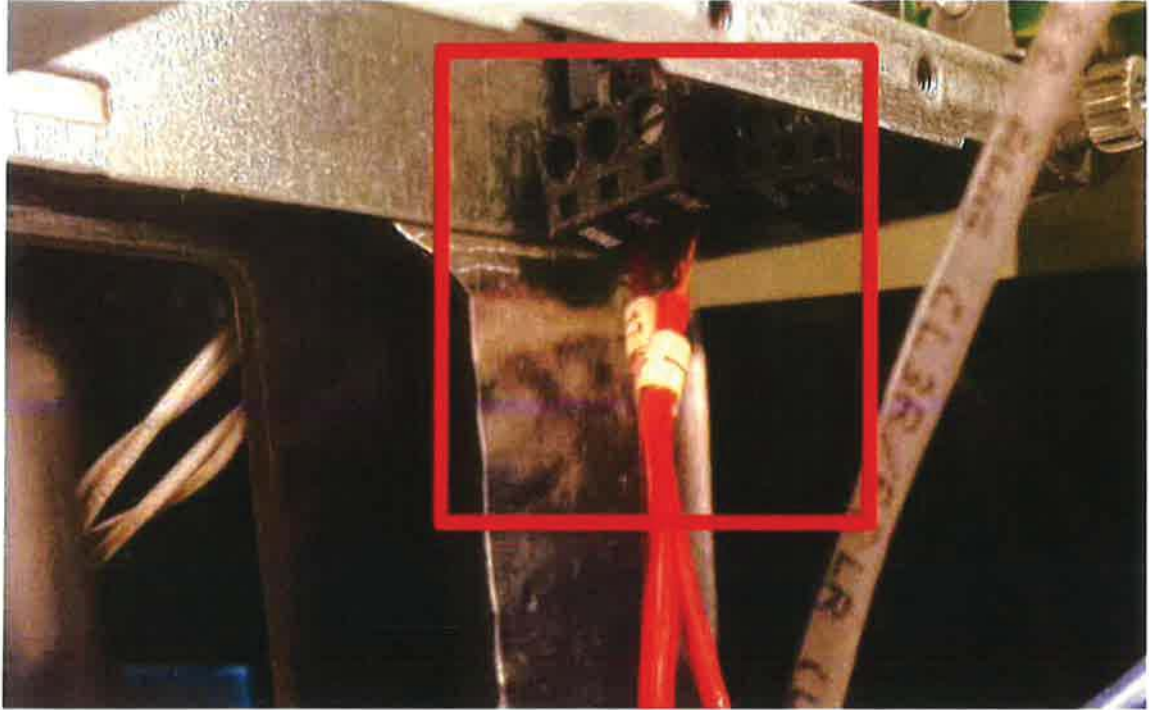
### **Summary:**

- Diagnosed loose wire and terminal block on VFD Relay 1. When the drive is running this run relay closes sending 120VAC to a PLC input telling the system the drive is running.



# TrueBlue

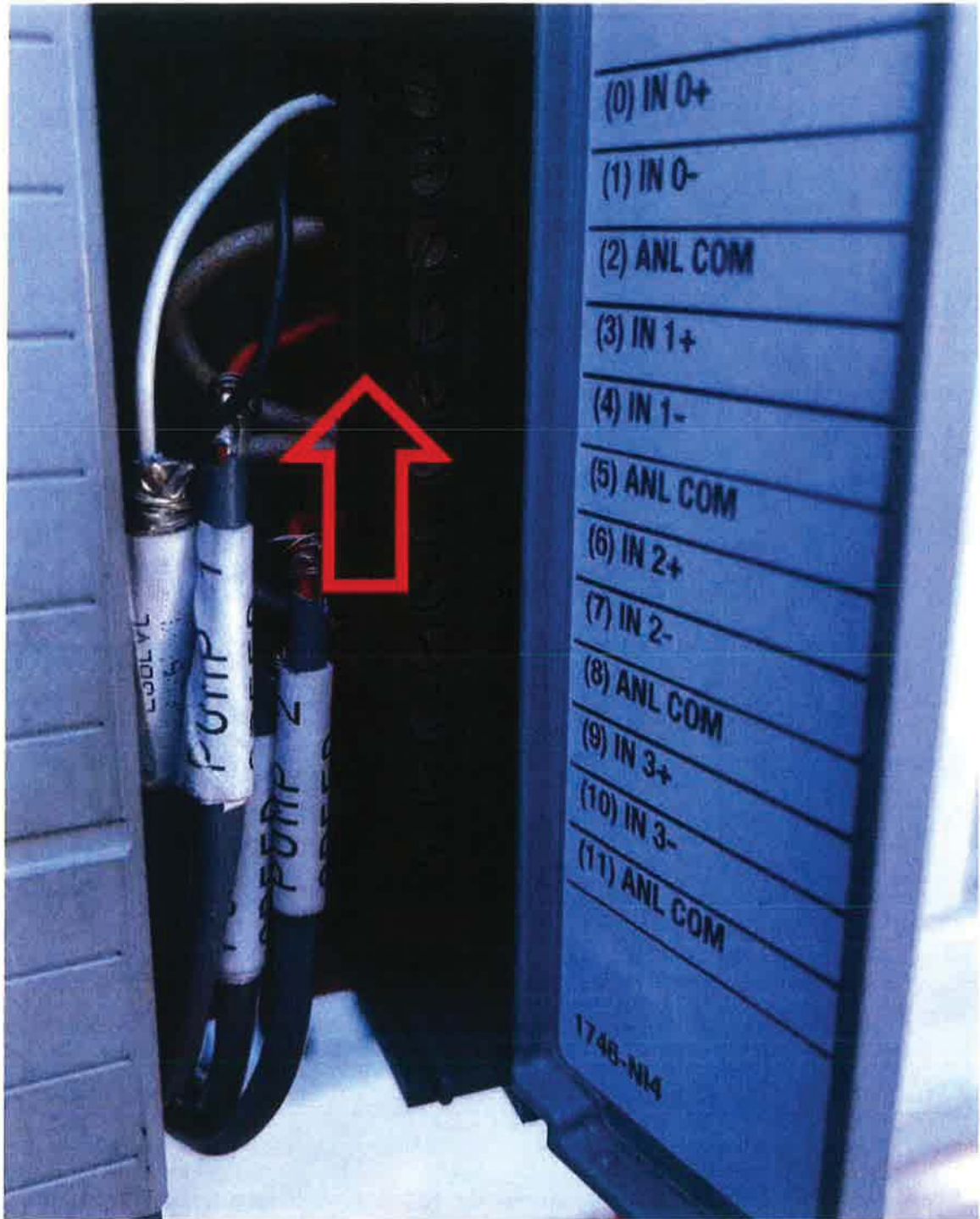
Automation Services



- Found Loose wire from VFD analog output (Speed Feedback) to PLC input

# I rueBlue

Automation Services





# TrueBlue

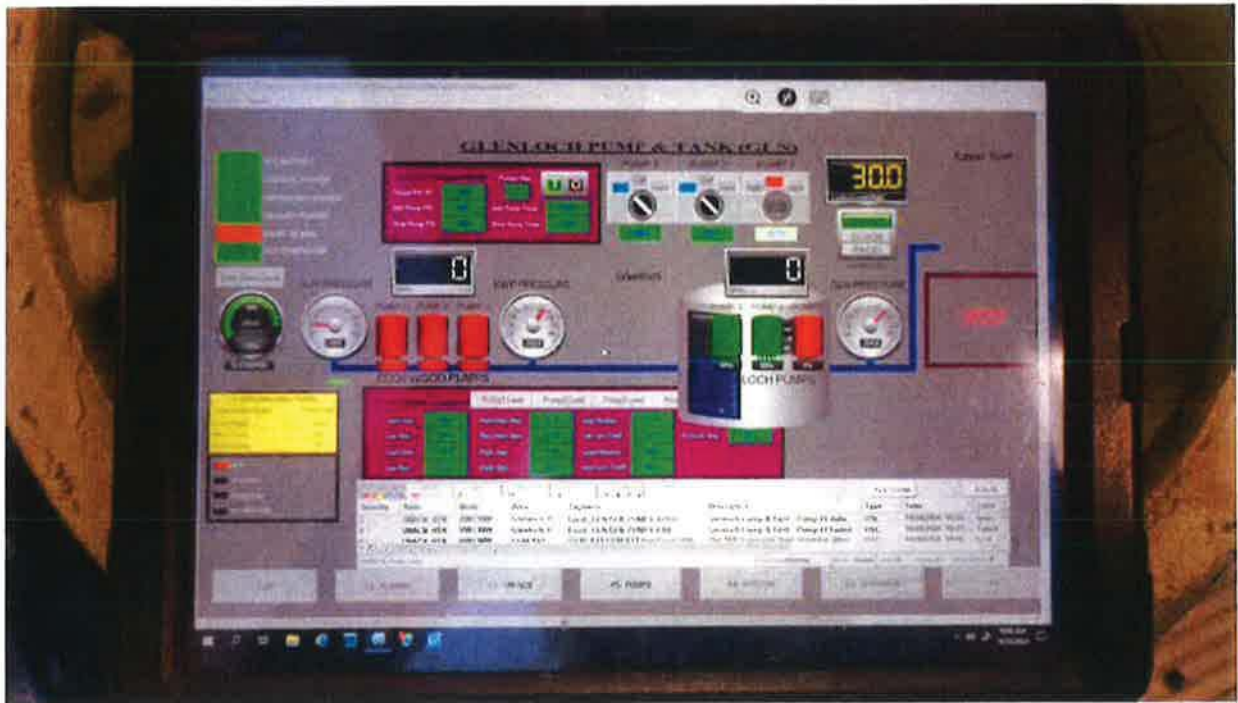
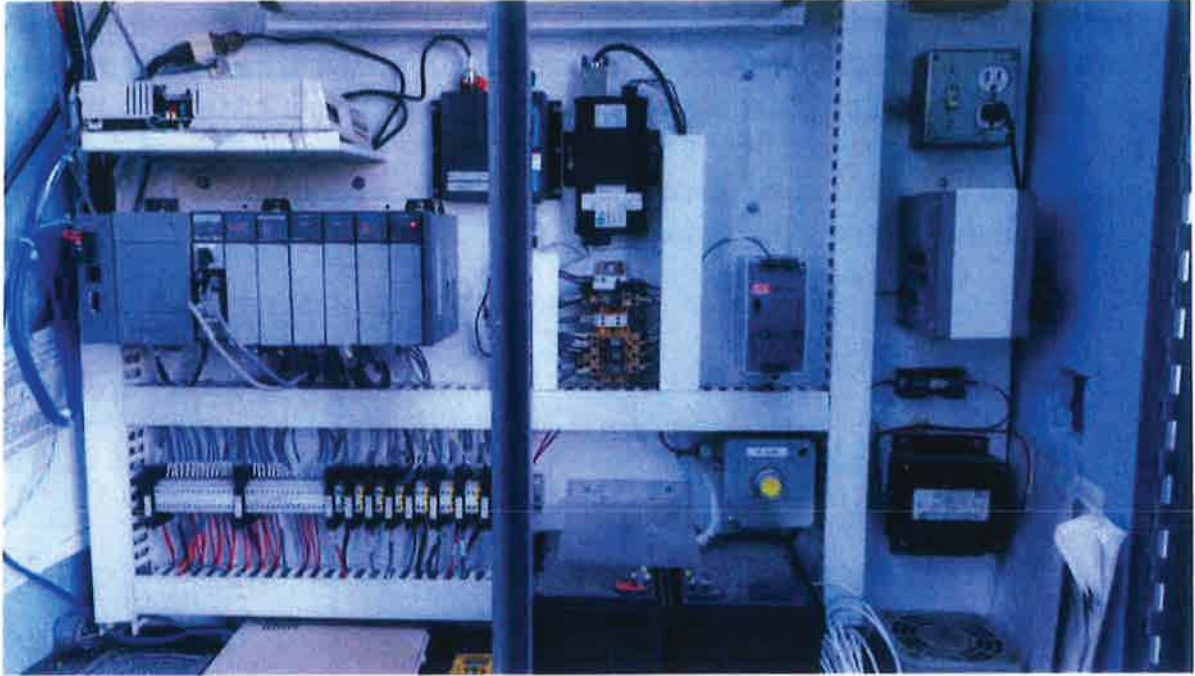
## Automation Services

The drive is not securely mounted inside the enclosure. The top two mounting bolts have loose nuts, while the bottom left mounting bolt is pinned to the back of the drive, preventing it from sitting flush against the back of the enclosure. Additionally, the bottom right mounting bolt lacks a nut to secure the drive properly. When the VFD heatsink fan operates and the pump motor runs, vibration occurs inside the VFD, resulting in the I/O boards becoming loose.



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## Automation Services



# TrueBlue

## Automation Services

### Corrective Action/Conclusion:

- The loose wire and terminal block on relay 1 was preventing the SCADA icon from changing states to green and telling the system P1 is running
- The loose VFD analog output wire landed on the PLC analog input was preventing the PLC from getting a speed feedback for P1
- The drive needs to be removed and appropriately re-mounted to the enclosure. It is loose, and the relay terminal and common wire are shook loose, causing system issues.
- One or both of these issues (Run status, speed feedback) prevented the system from running P1 properly. P1 is now fully functional, but the drive should be re-mounted ASAP to avoid this issue from happening again.

**Legrand** (Legrand is a French industrial group historically based in Limoges in the Nouvelle-Aquitaine region. Legrand is established in 90 countries and its products are distributed in nearly 180 countries. Revenue 6.94 Billion Eur)

- **Project Overview:**  
Managed the SCADA, PLC, and SQL database systems for a production line with over 20 stations and 2000 IO points.
- **Key Achievements:**
  - Led the network infrastructure setup and OPC configuration for the Aveva SCADA system across all Legrand factories.
  - Executed Siemens PLC version upgrades and implemented necessary OPC adjustments to ensure compatibility and performance.
- **Technologies Used:**  
Siemens PLCs, Aveva ( for MES) SCADA ( Runtime Locally), SQL Databases
- **Outcome:**  
Seamless integration across multiple factories, enhancing system reliability and efficiency.

### Technical Details:

Component/Task	Details	Technology/Tools Used
Legacy System Access	Accessed old PLC and HMI programs via converters; virtual Windows environments used for compatibility	Siemens PLCs, Custom Converters, Virtual Windows Environment
Data Communication	Identified and communicated necessary data for MES integration	MES Custom Code, OPC Servers, Network Adapters
System Simulation	Offline programming and testing with process experts	Simulation Software, Test Rigs
Production Safety Stock	Agreed on 2-week safety stock to prevent downtime during upgrade	Production Planning Tools
System Upgrade Execution	Conducted 2-week system dismantling and re-installation, followed by thorough testing	Siemens PLCs, Aveva SCADA, SQL Databases



# TrueBlue

## Automation Services

Ana Sayfa <<< **legrand** Kapat Min Klavye 5:34:10 PM 5/19/2022 Klavye

**IDXC3**

Step+ STEP RESET

Ürün Besleme Yazıcı Modu

Dişlek. & Nötr Şahit Numune

ST2 3 3 3 4 1 4 4 3 0.0 0 0 0 0 0 0 0 0 0 0

1: Min, 2: Max, 3: Span, 4: Collage, 5: MaxTime, 6: MinTime, 9: ST, 10: NC, 99: OK

Veri Hızı ST1 ST2 ST3 ST4 ST5 ST6 ST7 ST8 ST9 ST10 ST11 ST12 ST13 ST14 ST15 ST16 ST17 ST18 ST19 ST20 ST21 ST22

ST1 ST2 ST3 ST4 ST5 ST6 ST7 ST8 ST9 ST10 ST11 ST12 ST13 ST14 ST15 ST16 ST17 ST18 ST19 ST20 ST21 ST22

No. Time Date Sta... Text Acknowledge...

224	5:34:02 PM	5/19/20...	I	Kapalı KAPALI Deği	0
223	5:34:02 PM	5/19/20...	I	Acil Stop Basış	0
222	5:34:02 PM	5/19/20...	I	Kapı Açık	0
221	5:34:02 PM	5/19/20...	I	ST2-ST10 SÖZ. İle Haberleşme Sağlanamıyor	0
225	5:34:02 PM	5/19/20...	I	Makine İçerisine Giriş İzni Verildi	0
240	5:34:02 PM	5/19/20...	I	ST10 Plazma Arızası	0
239	5:34:02 PM	5/19/20...	I	ST10 Plazma Hazır Değil	0
238	5:34:02 PM	5/19/20...	I	Ürün Besleme Koruması Dolu	0

Hat Giriş İzni

AUTO

### Key Reference

Project Name	Client Name	Contact Person	Position	Phone Number	Email Address
Legrand SCADA Integration	Legrand	John Doe	Head of Operations	+1 234 567 890	johndoe@legrand.com

# TrueBlue

## Automation Services

**Perfetti Van Melle Project - MES Integration and Automation Update** (Perfetti Van Melle is an Italian-Dutch multinational company of confectionery and gum. It was formed in 2001 with the merger of the Italian-based company Perfetti SpA and the Dutch-based company Van Melle NV, Revenue 2.65 billion Eur)

- **Project Overview:**

TB automation successfully implemented a Manufacturing Execution System (MES) at Perfetti Van Melle, integrating both legacy and modern systems. This project involved establishing communication with old databases, unifying production planning, and streamlining all manufacturing processes under the MES framework.

- **Key Achievements:**

- Integrated MES with legacy and new systems, ensuring seamless communication across different platforms.
- Unified production planning and process management under the MES, improving overall operational efficiency.
- Updated automation in specific areas to align with current technological standards.
- Gained significant experience in managing and resolving challenges associated with interventions on old and new production lines.

- **Technologies Used:** [List any specific technologies or platforms, such as Aveva MES, PLCs, database connectors, etc.]

- **Outcome:** The project resulted in a cohesive and efficient manufacturing process, with enhanced data communication and process control across all production lines, whether legacy or modern.

- **Technical Details:**

Component/Task	Details	Technology/Tools Used
MES System Integration	Integrated MES across old and new systems, ensuring compatibility and seamless data flow	Aveva MES, Custom Database Connectors
Legacy Database Communication	Established reliable communication channels with old databases, enabling real-time data integration	SQL Databases, Legacy System Adapters
Automation Update	Updated automation in selected areas to meet modern standards	Siemens PLCs, SCADA Systems
Production Planning Unification	Unified production planning and control processes under the MES framework	MES Planning Tools, Production Monitoring Software
Handling Legacy and Modern Systems	Managed the integration and updates for both old and new production lines, gaining valuable experience	Simulation Tools, System Integration Methods

# TrueBlue

## Automation Services

07/07/2023 - 16:00

Station 1	Station 2	Station 3	Station 4	Station 5	Station 6
0	0	0	10	10	10
0	0	0	0	0	0
0	0	0	40	40	40
0	0	0	214	199	187
18	15	15	7	7	7
0	0	0	0	0	0
28,00	28,00	28,00	27,00	28,00	23,20
4:48:2	4:48:3	4:48:3	12:5:17	12:8:9	12:8:9
2,80	2,50	2,60	2,40	2,40	2,40
00:00:00	00:00:00	00:00:00	00:13:47	00:16:08	00:14:18
%	%	%	% 32	% 32	% 32
00:00:00	00:00:00	00:00:00	00:14:18	00:16:08	00:14:18
0	0	0	10	10	10
0	0	0	0	0	0
0	0	0	40	40	40
0	0	0	182	168	174
14	15	15	7	7	7
0	0	0	0	0	0
28,00	28,00	28,00	27,00	28,00	23,20
4:48:5	4:48:8	4:48:7	12:8:10	12:8:9	12:8:9
0,00	0,00	0,00	0,00	0,00	0,00
00:00:00	00:00:00	00:00:00	00:14:41	00:16:29	00:14:17
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00:00:00	00:00:00	00:00:00	00:14:41	00:16:29	00:14:17

### I-Andon

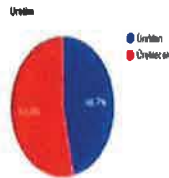
Menu

- Andon Yönetimi
- Üretim Yönetimi
- İş Emri Yönetimi
- Bakım Yönetimi
- Enerji Yönetimi
- Kalite Yönetimi
- Sistem Yönetimi
- Proje Yönetimi
- Yetki Yönetimi

### Üretimdeki İş Emri

Andon İş Emri Id	Üretim Hattı	İş Emri Kodu	Ürün Kodu	Atanan Adet	Üretilen	Bugün Üretilen	Alanma Zamanı	Durumu
7136	Montaj4	45410402	SA FLAT-G IP40 OL 30x120 840 L033 28W NF	300	140	140	07-03-2023	İslemde

Kalite Formu Oluştur



### Yeni Ürün

Barkod

Kayıt

# TrueBlue

## Automation Services

### Key Reference

Project Name	Client Name	Contact Person	Position	Phone Number	Email Address
Perfetti Van Melle MES Implementation	Perfetti Van Melle	Michael Brown	IT Director	+44 1234 567890	michaelbrown@perfetti.com

**Autoliv** (Autoliv, Inc. is an American, Swedish-headquartered automotive safety supplier with sales to all leading car manufacturers worldwide. Together with its joint ventures, Autoliv has over 68,000 employees in 27 countries, of whom 5700 are involved in research, development, and engineering, Revenue 6,921 bilion)

- **Project Overview:** Rolled out the "Leading To Lead" infrastructure across three factories in Turkey, focusing on integrating Aveva SCADA with Autoliv's standard traceability systems.
- **Key Achievements:**
  - Standardized the PLC configurations and SCADA monitoring protocols to ensure consistent performance across all sites.
- **Technologies Used:** Aveva SCADA, Siemens PLCs, Custom Traceability Systems
- **Outcome:** Consistent performance and standardized processes across multiple factories, enhancing overall efficiency.

**Image Placeholder:** [Insert image or diagram of the standardized SCADA system implemented at Autoliv]

### Key Reference

Project Name	Customer Name	Contact Person	Position	Phone Number	Email Address
Autoliv Traceability System	Autoliv	Lisa White	Systems Engineer	+49 123 4567890	lisawhite@autoliv.com



# TrueBlue

## Automation Services

**Adient Automation Project** (Adient is an American Irish-domiciled company that manufactures automotive seating for customers worldwide and is based in Plymouth, Michigan, United States. Revenue 14.1 billion \$14.1)

- **Project Overview:** Delivered a turnkey automation solution for Ford's Single Adjust line, encompassing 19 stations and up to 4000 IO points.
- **Key Achievements:**
  - Developed functional blocks (FBs) for Ignition SCADA, integrating barcode scanners, printers, servo systems, and other key components.
  - Implemented a comprehensive traceability system, allowing for real-time monitoring of each station's performance.
- **Technologies Used:** Siemens PLCs, Ignition SCADA, Barcode Scanners, Servo Systems
- **Outcome:** Real-time monitoring and enhanced traceability, resulting in improved operational efficiency.

### Technical Details:

Component/Task	Details	Technology/Tools Used
Database Integration	Integrated Atrac traceability system with L2L and PLCs	PostgreSQL, L2L Middleware, Siemens PLCs
Data Relationships	Established data relationships between traceability system and automation components	Custom SQL Queries, Data Mapping Tools
PLC Standards Compliance	Developed PLC software in accordance with Autoliv's strict standards	Siemens PLC Programming, Compliance Tools

Project Name	Customer Name	Contact Person	Position	Phone Number	Email Address
SCADA Integration	Adient	Jane Smith	Automation Manager	+1 987 654 321	janesmith@adient.com

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## Automation Services

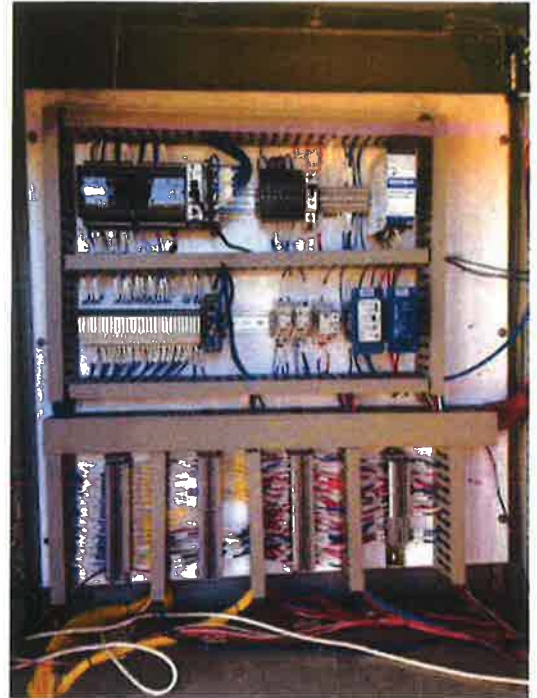
PLC-HMI-MCC Upgrade & SCADA INTEGRATION  
Gianera Pump Station – Completed 2024  
Storm Division

Before



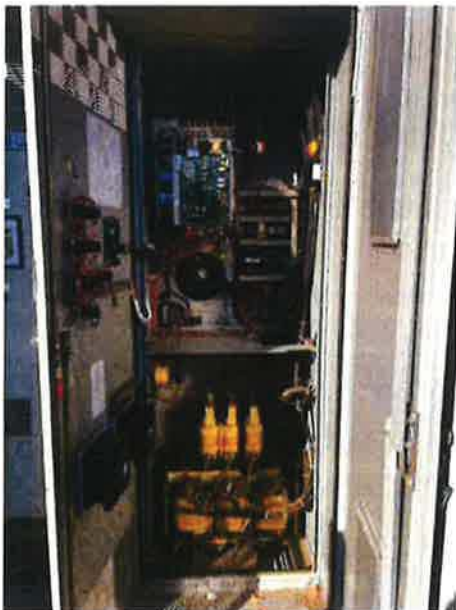
*City of Santa Clara Water/Sewer Division*

After



Motor Control Center Upgrade / AB PLC & SCADA Integration Project  
Sacramento Sanitary District – 15 pump / 5 jobsites Completed 2023

Before



During



After



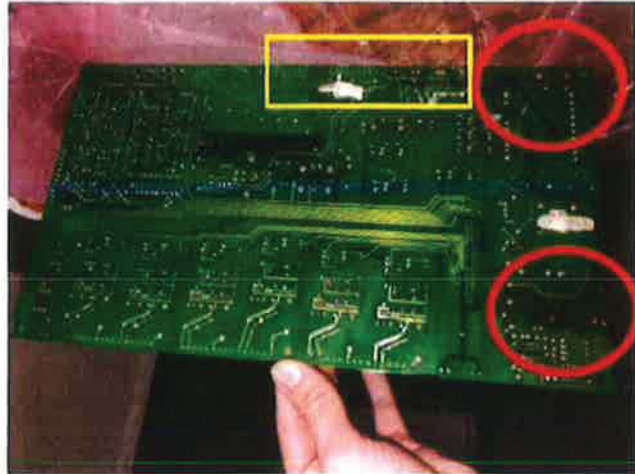
# TrueBlue

## Automation Services

TrueBlue  
Automation Services

### Repair Services

- In-house repair service includes
- \*2-year labor and parts warranty + 1 year extra (optional)
- \*Free pick-up and drop-off service
- \*A Full Inspection, Individual Component Analysis and Replacement
- \*Rush repair services available - 24 hours



HMI, Programmable Logic Controllers, Rectifying Boards, Internal Fans, I/O Boards, control boards, Shunt Board, Analog board, Snubber boards, Gate driver Boards, IGBTs, SCRs, Optical Interface boards, Power Supply Modules, Shunt board, Communication Cards, Voltage sensing board, MOV Surge Suppressor circuit, Power cells , PWM Rectifier, Opto adapter board, SGCTs, Operator Interface Module... more

### Repair Services

Dublin San Ramon WWTP  
DEFECTIVE SNUBBER BOARD REPAIR SERVICE ON-SITE



### TrueBlue Automation Services Repair Work Report

3357 First Street, Suite L  
Livermore, CA 94551  
Office: 925-408-7331  
Fax: 925-408-7331

JOB SITE NAME: Dublin San Ramon Services District		BILL TO: Dublin San Ramon Services District			
ADDRESS: 7399 Johnson Drive		ADDRESS: 7399 Johnson Drive			
CITY: Pleasanton		CITY: Pleasanton			
ZIP CODE: 94588		ZIP CODE: 94588			
ON SITE CONTACT: Maurice Atendido		ON SITE PHONE: 925-875-1356			
REASON FOR CALL: AC drive gate driver board repair		P.O. #: 9084			
EQUIP. PLANT	MODEL	CONDITION	TECHNICIAN	SERIAL #	LOCATION
Robicon	460H85 03	REPAIRED	ETHAN G	L0312012	WORKSHOP

#### REPAIR DESCRIPTION

1. Electronic components tested
2. Functionality all components tested
3. Reflowed solder on PCB and connections
4. Replaced Capacitor
5. Replaced Integrated Circuit
6. Replaced Regulator
7. Unit Cleaned
8. Checked and verified Transistors Input/output offset Voltage

#### PARTS USED

- (2) MCHW4503-000E HIGH SPEED OPTOCOUPLER
- (2) LM7913CT LINEAR VOLTAGE REGULATOR 3-TERM 1A NEG
- (2) TIP32 BIPOLAR TRANSISTOR
- (2) TIP42A BIPOLAR TRANSISTOR
- (2) TIP41BG Bipolar Transistors - BJT 6A 80V 85W NPN
- (2) LM7815AC IC REG LINEAR 15V 1A TO220-3
- (2) CR56U35 SEMICONDUCTOR CAPACITOR
- (2) LM431ACM ADJUSTABLE PREC ZENER SHUNT REGULATOR



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## Automation Services

PLC/HMI Upgrade & SCADA Integration Project  
Bubbler system modernization  
City of Santa Clara  
Sewer Division  
De La Cruz Lift Station  
Completed - 2023



Project Name	Customer Name	Contact Person	Position	Phone Number	Email Address
On-call Automation / Electrical Services	City of Santa Clara	Scott Litzner	Superintendent – Operations Water	408-615-2067	SLITZNER@SANTACLARACA.GOV
MCC Upgrade and PLC/SCADA Integration	Sacramento Sanitary District	Manny Narayan	Electrical Supervisor	916-201-1234	NARAYANM@SACSEWER.COM
On-call automation support services	CITY OF GILROY WWTP	Richard Rodriguez	Maintenance Supervisor	408-422-2924	Richard.rodriquez@jacobs.com

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## Automation Services

### SAMPLE WORK REPORT

<b>JOB SITE NAME:</b> Redwood City – Water Division	
<b>ADDRESS:</b> Peninsula Pump Station	
<b>CITY:</b>	<b>Point of Contact Jobsite:</b> Nick
<b>REASON FOR CALL:</b> Pump 2 is always in a fail state on AVEVA SCADA and PLC, failing to call to run on pump 2.	

EQUIPMENT NAME	MODEL	CAT NO.	SS HP/A/V
Pump 2	Eaton Cutler-Hammer Allen Bradley SLC500 AVEVA SCADA	S801T18N3S	120HP/180A/460VAC

### Work Performed: Troubleshooting service for SCADA/SOFTSTARTER/PLC

- Reviewed control schematic for Pump 2
- Performed troubleshooting for Pump 2 fail alarm to SCADA
- Traced back control wires on relay output terminals from SS to PLC
- Performed PLC I/O checks integrity
- Verified the PLC DI/DO and SS Relay outputs

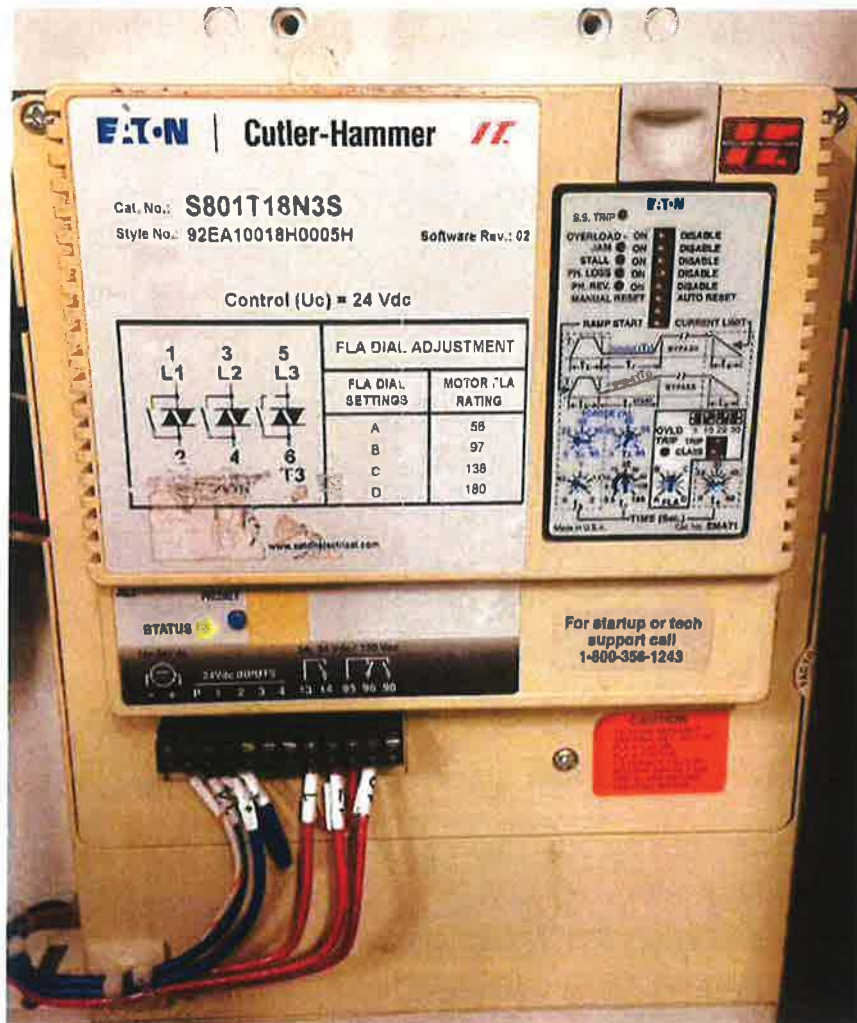
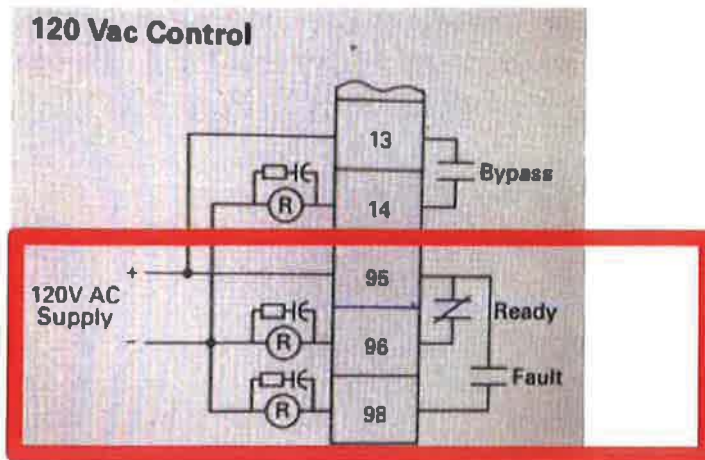
### Summary For Pump 2 Fail Alarm:

- The fault alarm relay output was landed on the wrong relay terminal of the Pump 2 soft starter. Wire #10 is landed on the NC contact 96 which was closing the fault relay CRF when the soft start was ready instead of in a fault state. Moved wire #10 to the NO contact 98.

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## Automation Services

### 120 Vac Control

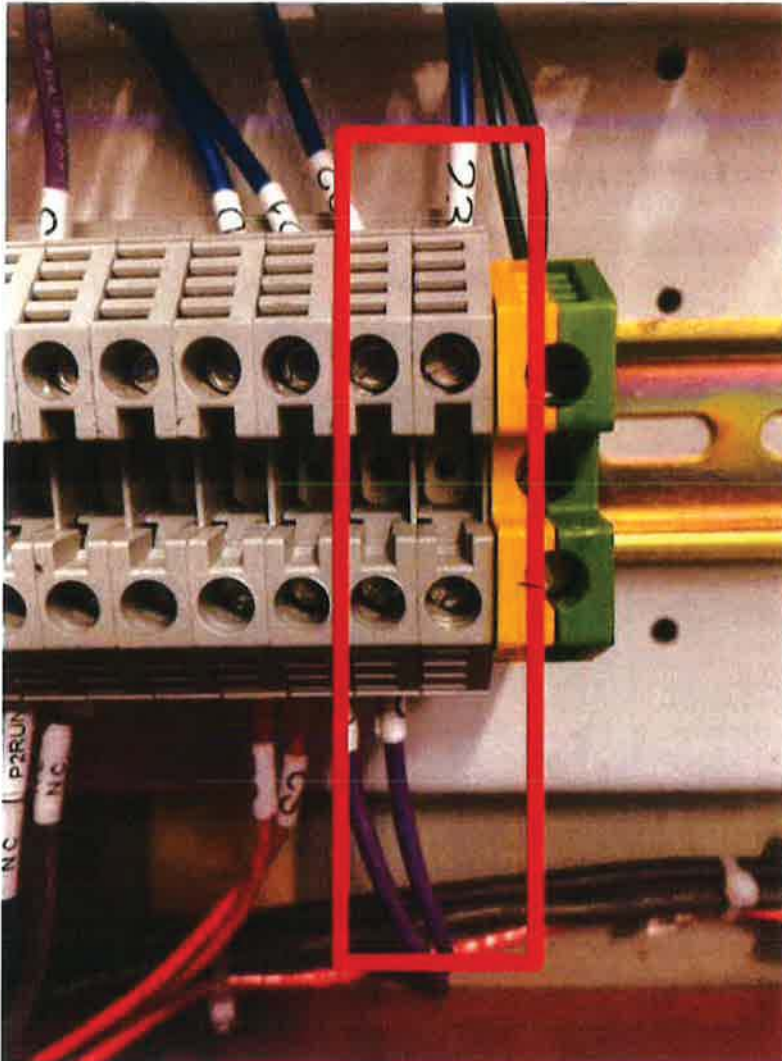




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## Automation Services

- **No field wire to PLC Digital Input** from Pump 2 terminal block wire #23 Fail to PLC. Wire #23 needs to send +24VDC to the PLC Digital Input when the soft start is not in a fault state. Without this input on the PLC the system thinks there is a fault on the soft starter.



### **Corrective Action/Conclusion For Pump 2 Fail Alarm:**

- A new wire needs to be pulled from the PLC cabinet to the Pump 2 enclosure-terminated on the terminal block with wire #23. the PLC to Pump 2, eliminate the false Pump 2 fail alarm, and verify the system is operating correctly



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## Automation Services

### **Proposed Method to Accomplish the Work**

In the industrial automation field, the proposed method for accomplishing a specific task or improving efficiency typically involves several key stages, each focused on streamlining processes, increasing productivity, enhancing quality, and ensuring safety. Below is an outline for a general method that can be applied to industrial automation tasks, with consideration for integrating advanced technologies, optimizing workflows, and achieving operational goals.

#### **1. Problem Definition & Objective Setting**

**Identify the Problem or Opportunity:** Understand the specific needs of the process. This could include reducing cycle time, improving quality, decreasing downtime, or optimizing resource utilization.

**Set Clear Objectives:** Define measurable goals such as improvements, cost reductions, or quality enhancements.

#### **2. Process Mapping & Workflow Analysis**

**Document Current Workflows:** Analyze existing processes and create a flowchart of how tasks are performed manually or semi-automatically. This provides insights into inefficiencies, bottlenecks, and areas for improvement.

**Perform Value Stream Mapping:** Identify value-added and non-value-added activities. Eliminate waste and identify areas where automation can provide the most benefit.

#### **3. Technology Selection & System Design**

**Select the Right Automation Technologies:**

**PLC (Programmable Logic Controllers):** For controlling processes, and systems.

**SCADA (Supervisory Control and Data Acquisition):** For real-time monitoring and control.

**IoT Sensors and Edge Computing:** To gather real-time data and enable predictive maintenance and optimization. For predictive analytics, fault detection, and continuous process optimization

**Design the Automated System:** This involves integrating sensors, controllers, actuators, communication systems, and user interfaces into a seamless system that meets the project's objectives.

#### **4. Simulation & Testing**

**Create Virtual Simulations:** Before physically implementing the system, simulate the automated process to identify potential issues such as conflicts, programming errors, or hardware malfunctions.

**Test Small-Scale Prototypes:** Pilot the automation solution on a smaller scale or in a test environment to evaluate its performance and make adjustments.

#### **5. Integration with Existing Systems**

**Seamlessly Integrate with Legacy Systems:** Ensure that the new automation solution can communicate and work with existing equipment, databases, and control systems.

**Interoperability:** Implement a standard communication protocol (such as OPC, MQTT, or Modbus) to ensure smooth data exchange and coordination between devices.

#### **6. Implementation & Installation**

**System Installation:** Once all components have been tested and validated, proceed with full-scale installation in the environment.

**Safety Compliance:** Ensure that the automation system adheres to safety and NEC standards (such as ISO, NEMA, or OSHA) to protect

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## Automation Services

### 7. Continuous Monitoring & Optimization

**Real-Time Monitoring:** Use SCADA systems or cloud-based platforms to continuously monitor system performance, track key performance indicators (KPIs), and gather data on system status.

**Data Analytics & AI:** Leverage data analytics to perform root cause analysis, detect anomalies, and optimize system performance based on collected data.

**Feedback Loops:** Implement continuous feedback mechanisms to fine-tune and optimize processes over time.

### 8. Evaluation & Continuous Improvement

**Performance Review:** Conduct a thorough post-implementation evaluation against the initial objectives. Measure success in terms of efficiency gains, cost savings, product quality, or other specific goals.

**Iterative Improvements:** Automation is a continuous process. Use the feedback collected to iterate on system design, improve processes, and implement further automation technologies as needed.

**Future Proofing & Scalability:** Ensure the automation system is scalable to accommodate future needs or expansions in production capacity. This includes modular hardware designs and flexible software architectures.

### Sample Case: Automated Assembly Line for Automotive Industry Manufacturing

**Problem Definition:** High error rates in manual assembly leading to increased rework and slow production.

**Objective:** Achieve 30% reduction in assembly time and eliminate manual errors.

**Process Mapping:** Document the existing manual assembly line, identifying steps that can be automated.

**Technology Selection:** Choose collaborative automation products for assembly tasks, vision systems for quality checks, and PLCs for line control.

**Simulation:** Create a digital twin of the assembly line and test the system integration in simulation software.

**Integration:** Integrate the new system with existing ERP (Enterprise Resource Planning) software for material tracking and workflow management.

**Implementation:** Install vision systems, and PLCs. Conduct initial trials and adjustments.

**Continuous Monitoring:** Monitor the line using SCADA to ensure operational efficiency and product quality.

**Evaluation:** Measure production speed, error rates, and cost savings after full implementation.

By following a systematic approach, industrial automation projects can be successfully deployed, yielding improvements in productivity, efficiency, safety, and quality.

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## Automation Services



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/05/2024

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

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

<b>PRODUCER</b> Business World Insurance Agency 7800 University Ave A-1 La Mesa CA 91942		<b>CONTACT</b> NAME: NICK SMADI PHONE: (619) 773-1100 FAX: (619) 773-1101 E-MAIL: Nick.smadi@insurancemf.com																									
<b>INSURED</b> NAZ & CO dba TRUE BLUE AUTOMATION SERVICES 3987 1st St Ste L Livermore CA 94551-1449		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td>INSURER A:</td> <td>ATAIN SPECIALTY INS CO</td> <td>NAIC #</td> <td>17159</td> </tr> <tr> <td>INSURER B:</td> <td>UNITED FINANCIAL CAS CO</td> <td></td> <td>11770</td> </tr> <tr> <td>INSURER C:</td> <td>NAUTILUS INSURANCE COMPANY</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td>SECURITY NATL INS CO</td> <td></td> <td>19879</td> </tr> <tr> <td>INSURER E:</td> <td>PALMS INSURANCE COMPANY LTD</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A:	ATAIN SPECIALTY INS CO	NAIC #	17159	INSURER B:	UNITED FINANCIAL CAS CO		11770	INSURER C:	NAUTILUS INSURANCE COMPANY			INSURER D:	SECURITY NATL INS CO		19879	INSURER E:	PALMS INSURANCE COMPANY LTD			INSURER F:			
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INSURER D:	SECURITY NATL INS CO		19879																								
INSURER E:	PALMS INSURANCE COMPANY LTD																										
INSURER F:																											

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
ITEM	TYPE OF INSURANCE	ADD. SUBR.	POLICY NUMBER	POLICY EFF.	POLICY EXP.
LINE		INSUR.		(MM/DD/YYYY)	(MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	BWPF001587R04	10/24/2024	10/24/2025
					EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (See commercial) \$ 100,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOH AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	AN1328340	10/24/2024	04/24/2025
					COMBINED SINGLE LIMIT (See schedule) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$	Y Y	AN1298010	10/24/2024	10/24/2025
					EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N Y	SNP1501188	07/26/2024	07/26/2025
					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability & POLLUTION LIABILITY		CSMPCPL00140-00	08/29/2024	08/29/2025
					GENERAL AGGREG/ \$2,000,000 PRODUCTS-COMPOF \$2,000,000 EACH OCCURRENCE \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) EXCESS/UMBRELLA FOLLOW FORM City of Antioch, Maintenance Service Center IS NAMED AS ADDITIONAL INSURED					

<b>CERTIFICATE HOLDER</b> City of Antioch Maintenance Service Center 1201 W. 4th St. Antioch CA, 94509	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## ATTACHMENT "B"

PROPOSAL SUBMITTAL FORMSPROPOSAL NO. 918-1106-24 INFORMATION AND CONTROL SYSTEMS ASSISTANCE

The undersigned Proposer declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to Proposers. The undersigned proposer certified that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Proposer further certifies he/she is skilled and regularly engaged in the general class of work called for in the contract documents. In accordance with the requirements, the proposer represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Proposer further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Proposer acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

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

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

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

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

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

Company Name True Blue Automation Services

Contact Name Berk Gurkan

Title Electrical Engineer

Address 6200 Stoneridge Mall Road Suite 300

City/State/Zip Pleasanton/ CA/ 94588

Telephone 925-808-7331 FAX 925-808-7331

Email Address berk@tbautomationservices.com

Contractor's License No. 1018673 Exp. Date 9/30/2026

City of Antioch Business License No. Pending Bid Approval Exp. Date

Signature  Date 10/30/2024

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

DELIVER BID SUBMITTAL TO:  
CITY OF ANTIOCH  
PUBLIC WORKS  
RFP NO. 918-1106-24  
1201 W 4<sup>TH</sup> STREET  
ANTIOCH, CA 94509

BG

I. FEE SUBMITTAL

**CITY OF ANTIOCH  
INFORMATION AND CONTROL SYSTEMS ASSISTANCE  
RFP NO. 918-1106-24**

Hourly Rates	FY 25/26	FY 26/27	FY 27/28	OPTIONAL		Comments
				FY 28/29	FY 29/30	
Project Management	\$ 175.00	\$ 187.25	\$ 200.40	\$ 214.50	\$ 230.00	
Senior Programmer	\$ 175.00	\$ 187.25	\$ 200.40	\$ 214.50	\$ 230.00	
Programmer	\$ 175.00	\$ 187.25	\$ 200.40	\$ 214.50	\$ 230.00	
IT Tech Services	\$ 175.00	\$ 187.25	\$ 200.40	\$ 214.50	\$ 230.00	

**FIVE (5) YEAR PROPOSAL GRAND TOTAL: \$ 4,028.60**

**WRITTEN FIVE (5) YEAR PROPOSAL GRAND TOTAL AMOUNT:** fourthousandtwentyeightandsixtycents

## CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

a. Acceptable price adjustments will be applied proportional with the DIR's prevailing wage and CPI increase.

B. Per DIR Prevailing wage and DOL, The overtime rate is applied for hours worked in excess of 8 hours, including 12 hours Monday– Friday during normal business hours from 7 am to 5 pm. Overtime is applied for hours worked up to and including 12 hours on Saturday and up to and including 8 hours on Sunday. Double-time rate is applied for hours worked in excess of 12 hours Monday-Saturday and for hours worked in excess of 8 hours on Sunday. Overtime rate will be billed at 1.5 times base rate and double-time will be billed at 2 times base rate.

f. On-site service calls carry a 4-hour minimum per person; The minimum charge for remote support is 2 hours.

g. TBA is available 24 hours per day, 7 days a week to provide remote and on-site service. Onsite emergency calls carry a 2-hour minimum

Mark-up for Programming Software, Licenses, Associated Cabling and any hardware/software materials needed to perform our work.....Cost +10%



BG

**II. NON-COLLUSION DECLARATION**

The undersigned declares:

I am the Electrical Engineer of True Blue Automation Services, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/30/2024 [date], at Pleasanton [city], CA [state].

Name of Bidder True Blue Automation Services

Signature 

Name Berk Gurkan

Title Electrical Engineer

**END OF NON-COLLUSION DECLARATION**



**III. PROPOSER ACKNOWLEDGEMENT FORM****REQUEST FOR PROPOSALS NO. 918-1106-24**  
**FOR INFORMATION AND CONTROL SYSTEMS ASSISTANCE**

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

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

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

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

Failure to return this form may render the proposal nonresponsive.

Proposer Name: True Blue Automation Services

Authorized Representative of Proposer:

Print Name: Berk Gurkan

Signature: 

Date: 10/30/2024

BG

**IV. FLEET COMPLIANCE CERTIFICATION**

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

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

Name of Proposer: True Blue Automation Services

Signature:



Name:

Berk Gurkan

Title:

Electrical Engineer

Date:

10/30/2024

BG

**V. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>2</sup>

Name of Proposer: True Blue Automation Services

DIR Registration Number: 1000044543

DIR Registration Expiration: 06/30/2026

Small Project Exemption:        Yes or   x   No

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

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

Name of Proposer True Blue Automation Services

Signature B. Gurkan

Name and Title Berk Gurkan - Electrical Engineer

Dated 100/30/2024

<sup>2</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



## WATER TREATMENT PLANT INFORMATION AND CONTROL SYSTEMS ASSISTANCE

RFP 918-1106-24  
ADDENDUM NO. 1

October 10, 2024

### Questions and Answers

Q-1. Who manufactures the PLCs? (i.e. Rockwell, Siemens)

**A-1. Schneider**

Q-2. Which Scada is used? (i.e. Wonderware, Ignition)

**A-2. Aveva InTouch**

Q-3. We are a publicly traded company. Our D&B commercial credit report (31 pages) and audited financial statement (9 pages) tend to be long. Is it okay to provide an overview in Section 5: Fiscal Stability and provide the actual evidence/proof in the Appendix without page limit penalty?

**A-3. Yes, that's fine.**

Q-4. Our fiscal year just closed at the end of September 2024. Is it ok to provide our 2023 Audited Financial Statement?

**A-4. You may submit your most recent audited financial statement. If you have not received your 2024 audited financial statement, the 2023 one will suffice.**

Q-5. Is this scope based on a single Water Treatment Plant (WTP) alone, or is there any other City SCADA infrastructure and facilities to be supported? If so, please provide details.

**A-5. This is only for the water production division that has two water treatment plants on one site.**

Q-6. Please provide make/maker of:

1. PLCs
2. Operator Interface Terminals
3. Central SCADA Server Hardware
4. Primary SCADA network communications equipment (switches, firewalls, etc.)

**A-6. The City does not feel the specifics of the equipment and system network is pertinent or appropriate to publish. The PLC's are Schneider and the SCADA software is Aveva. There is no special equipment being utilized that is not common in the drinking water industry.**

**Q-7. Please provide details of the main SCADA software component, including supplier and version #:**

1. Operating System and Hypervisor
2. SCADA Application
3. Communications Driver(s)
4. Historian
5. Alarm Management/Dispatch
6. Backup Software
7. Other

**A-7. The City does not feel the specifics of the equipment and system network is pertinent or appropriate to publish. The PLC's are Schneider and the SCADA software is Aveva. There is no special equipment being utilized that is not common in the drinking water industry.**

**Q-8. Please provide system network or topology drawing for intended system support**

**A-8. The City does not feel the specifics of the equipment and system network is pertinent or appropriate to publish. The PLC's are Schneider and the SCADA software is Aveva. There is no special equipment being utilized that is not common in the drinking water industry.**

**This addendum must be included with your bid:**

Company Name TRUE BLUE AUTOMATION SERVICES

Date Received 10/10/24

Signature 

Name BERK GURKAN


Title PROJECT MANAGER



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Request for Training and Travel – Cal Cities – Mayors and Council Members Academy

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### **RECOMMENDED ACTION**

It is recommended that the City Council authorize associated expenditures for Mayor Bernal and Council Members District 2 Rocha and District 3 Freitas to attend the Cal Cities – Mayors and Council Members Academy, January 22-24, 2025, in Sacramento.

### **FISCAL IMPACT**

The estimated cost for registration, travel and lodging is \$5,884.17. The City Council's FY2024/25 General Fund budget has sufficient funds to cover the cost.

### **DISCUSSION**

The City of Antioch Travel and Expense Policy for Elected and Appointed Officials is attached as Attachment A. Contained therein the Authorization Process states: "Overnight Travel by Elected Official shall be pre-approved by placing the item on the City Council Consent Calendar." The League of California Cities brochure outlining the Academy is attached as background (Attachment B).

### **ATTACHMENTS**

- A. Travel and Expense Policy for Elected and Appointed Officials
- B. League of California Cities Brochure



**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

**PURPOSE**

This document establishes the expense and reimbursement policy for all Elected and Appointed (non-employee) Officials of the City of Antioch. As Elected Officials, individuals may incur expenses related to the execution of their duties and responsibilities. These expenses may include the following: personal vehicle use, communication needs (cell phones, internet, and personal phone lines, newspaper subscriptions), and conferences and meetings related to the City's interests and/or business. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, and Police Crime Prevention Commission, and other boards or committees established by the City Council there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests and/or business as approved by the City Council. Therefore, this policy establishes procedures for requesting and receiving payment for expenses incurred while representing the City on official business.

**ADOPTION AND IMPLEMENTATION**

The Council is responsible for adopting the expense and reimbursement policy for Elected and Appointed Officials and for approving any subsequent policy revisions.

**EXCEPTIONS**

The City Council may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

**I. PERSONAL VEHICLE USE**

In recognition of the fact that Elected Officials may use their private vehicles while performing their duties, a monthly vehicle allowance will be provided, as allowed pursuant to California Government Code section 1223. Vehicle allowance shall cover all vehicle related expenses including but not limited to bridge tolls, routine parking fees, gasoline, wear and tear of personal vehicle, maintenance, and insurance. Elected officials receiving a monthly vehicle allowance shall be eligible for mileage reimbursement for travel beyond a 75-mile radius from the City of Antioch City Hall based on mileage rate set by the IRS code. Reimbursement shall be for the incremental miles beyond the 75-mile radius.

In order to be eligible for the reimbursement allowance, Elected Officials shall annually provide proof of liability insurance to the City Clerk. The monthly cap on reimbursement

of automobile expenses for personal vehicle usage shall be as follows: Mayor: \$450; Council Members: \$350; City Clerk: \$350; City Treasurer: \$350.

## **II. COMMUNICATION EQUIPMENT AND SERVICES**

In recognition of the fact that City Council members and other Elected and Appointed Officials have a significant responsibility to stay in touch with their constituents and City management employees, reimbursement of communication equipment shall be allowed for cell phone service and equipment, internet service and equipment, local and long distance telephone and fax line service and equipment. Individual council members and other elected and appointed officials will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50; City Clerk \$50; City Treasurer \$50. Any communication service expenditures beyond that amount will be borne by the individual elected official.

## **III. MEMBERSHIPS**

The City Council shall decide which groups to join as an entity, such as the League of California Cities or the Antioch Chamber of Commerce, through City Council action including the budget process. Individual memberships in groups by Elected or Appointed Officials shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

## **IV. LOCAL CITY EVENTS**

Elected City Officials may be reimbursed for the cost of attending local events related to the City's business upon completion of an expense report and detailed documentation of expenses. City funds shall not be used to purchase alcohol or reimburse Elected Officials for alcohol related costs, unless as part of a set price for the event that happens to include alcohol. If a guest accompanies an Elected Official, only the cost of the Elected Official will be reimbursed. All reimbursement requests must include original itemized receipts and information on local city events attended.

## **V. CONFERENCES**

During the budget process, the City Council shall appropriate a budget allotment for each Council Member's travel. If a Council Member exceeds their budget allotment or if the Council Member requests travel outside of the continental United States, the City Council shall review the conference request at a regularly scheduled meeting and decide, through City Council action if attendance to any such conference is approved.

At least (60) days prior to the conference start date, Elected City Officials shall submit a Conference Profile to the City Manager that includes all conference-related travel including travel that is within the Council Members budget allotment. The Conference Profile will include but not be limited to:

- Summary of how the Conference relates to the Vision and Strategic Plan and City policy.
- Description of how the educational benefits of the conference will strengthen the Elected City Official's ability to lead and serve in the City of Antioch.
- Description of how the networking benefits of the conference will strengthen the Elected City Official's ability to lead and serve the City of Antioch.
- Estimated cost of the conference, and if applicable the cost of hotel, meals, mileage, airfare, and any other applicable cost.

The Conference Profile must be submitted to the City Manager (60) days prior to the conference start date in order to take advantage of discount pricing for conference, hotel, airfare, etc.

## **VI. TRAVEL**

In recognition of the fact that Elected Officials may need to represent the City at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures.

### **(A) PROCEDURE**

The key document in the administrative process is the Travel Authorization/Warrant Request (TA/WR). Besides ensuring that travel by Elected and Appointed Officials is conducted within this policy, the TA/WR summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for cash advances, vendor payments and credit card purchases. General instructions for completing and processing this form are provided in a separate document.

### **(B) AUTHORIZATION PROCESS**

During the budget process, the City Council shall appropriate a budget allotment for each Council Members travel. If a Council Member exceeds their budget allotment or the Council Member is requesting travel outside of the continental United States, the City Council shall decide, through City Council action if attendance to any conference is approved.

After travel, the Travel Authorization report must be finalized. Finance will review for receipts and policy compliance.

### **(C) METHODS OF REIMBURSEMENT**

There are three ways to request and receive payment for travel and travel-related expenditures: (1) advance payment, (2) reimbursement for actual expenditures, and (3) credit card usage.

(1) Advance payments: Elected Officials may request a cash advance for meals. For advance payment, the request must be submitted to the Finance Department two weeks prior to the travel date for the Finance Department to process such request.

Advance payment must be requested through TA/WR with a copy of the training, meeting or conference announcement as proof of official City business trip. The advance will be within the IRS approved per diem rates for meals and incidental expenses (**M&IE**) for the location/area visited as listed in Publication 1542. The value of meals provided at conferences, training, or other travel programs will be deducted from the cash advance at the following rate:

Breakfast - 20%      Lunch - 30%      Dinner - 50%

Other items, such as conference registration, lodging, and air fare may be paid directly to the vendor in advance of travel.

Upon return from travel, all cash advances must be documented with original itemized receipts.

(2) Reimbursement: Elected and Appointed Officials shall be reimbursed for all eligible expenditures upon return from travel for items that have original receipts. A Travel Authorization/Warrant Request with original receipts will be paid by Finance within the regular accounts payable time schedule. Reimbursement claims should be submitted within 30 days from the return from travel, and no reimbursements may be made that cross over fiscal years.

(3) Credit Card Usage: Elected and Appointed Officials may use personal credit cards to pay for travel expenses. Original receipts must be included with the Travel Authorization Warrant Request to be eligible for reimbursement.

#### **(D) ELIGIBLE EXPENDITURES**

##### **Meals and Incidental Expenses (M & IE)**

- **Meals:** City funds shall not be used to purchase alcohol or reimburse Elected or Appointed Officials for alcohol related costs. Meal costs will be reimbursed as supported by original itemized receipts.

- **Personal Meals:** All expenditures must be documented and reimbursement will not exceed the meal schedule listed above.

- **Business Meals:** To qualify as a business meal, the identity of the participants and the business purpose of the discussion must be substantiated.

- **Incidental Expenses:** Those related to City business will be reimbursed at cost as supported by original receipts (e.g., tolls and taxi cabs).

In no event shall the reimbursement for meals and incidental expenses exceed the IRS approved per diem rates for the location visited as listed in Publication 1542.

- **Lodging:** The City will pay lodging expenses for Elected or Appointed

Officials during official travel requiring one or more overnight stays. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the Elected or Appointed Official would have to travel at unreasonably early or late hours to reach his or her destination.

Elected or Appointed Officials shall make an effort to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The City will pay only for standard single rooms for individual Elected Officials. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor. If conference rates are not available, government rates must be requested. Lodging rates that are equal to or less than the government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

If a double room is requested by an Elected or Appointed Official because he or she is accompanied by a spouse or other person, the difference between the single and double room rate shall be considered the Elected or Appointed Official's personal expense.

Elected or Appointed Officials shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the Elected or Appointed Official's personal expense unless failure to cancel the reservation was due to circumstances beyond the Elected Official's control.

- **Personal Entertainment:** No reimbursement will be made for personal entertainment.

- **Guests:** If a guest accompanies an Elected or Appointed Official, only the cost of the Elected or Appointed Official will be reimbursed. All costs above a single person will be borne by the Elected or Appointed Official.

- **Discounts:** If offered early registrations should be obtained whenever possible.

- **Telephone/Internet:** The City will pay for all City-related business telephone calls or internet use by an Elected or Appointed Official while traveling on authorized City business. If approved prior to travel, the City may pay for personal internet use up to \$5.00 per day for authorized overnight business travel within California and up to \$10.00 per day for all other authorized overnight business travel.

- **Transportation:** All travel will be made by the method most cost effective for the City. Considerations such as time, distance traveled and cost of transportation should be factors in arriving at the lowest cost.

Elected and Appointed Officials shall endeavor to book air travel to take advantage of discounts and nonrefundable ticket fares where practical. All flights shall be booked at coach class or equivalent level. Any additional costs incurred due to personal travel added on before or after the trip will be paid by the Elected or Appointed Official.

Elected and Appointed Officials are encouraged to use their personal vehicles as transportation to and from airports. The cost of traveling from home to the airport will be paid for from monthly stipend. If a personal vehicle is left at the airport for more than one day, parking will be reimbursed per day based on long term parking rates or other transportation to and from the airport, whichever is less. Parking will not be reimbursed at the short term parking rate.

The use of rental vehicles is discouraged and shall be authorized only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical. Elected or Appointed Officials must understand that the City's vehicle insurance coverage does not cover the individual driver of a rental car. Therefore, the City Official shall confirm personal coverage under their personal insurance or purchase additional insurance from the rental agency at their own expense. Rental vehicles shall be driven only by Elected or Appointed Officials included on the car rental agreement. Elected or Appointed Officials shall be reimbursed for reasonable taxi fare, airport van, or other public transportation in order to travel from their destination airport to their hotel.

## **VII. REPORTING OF EXPENDITURES**

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act <sup>1</sup>, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board or committee to which the Official belongs.

## **VIII. ACKNOWLEDGEMENT**

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

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<sup>1</sup> The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."





# Mayors and Council Members Academy

Jan. 22-24 in Sacramento or Jan. 29-31 in Garden Grove, 2025

Whether you're a new mayor or city council member, or you've been serving your community for years, this academy is for you. The academy covers the legal, financial, and practical fundamentals to your job as an elected city official. Just as vital, you'll have opportunities to foster relationships with your peers. Sessions also include an update on key legislative issues and an overview of your Cal Cities services.

We hope you can join us Jan. 22-24, 2025 at the Sheraton Grand in Sacramento, or Jan. 29-31, 2025 at the Delta Hotel in Garden Grove.

For registration questions, please contact Registrar, **Megan Dunn** (<mailto:mdunn@calcities.org>) . For all other questions, please contact event program manager, **Kayla Boutros** (<mailto:kboutros@calcities.org>) .

**Please see our event and meeting policies (/education-and-events/event-and-meeting-policies-26201#0) .**



or

**Register for the Southern California Academy**  
(<https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7b5DA496CF-1388-EF11-AC20-7C1E5259A00B%7d>)

## Academy Information

### Registration ↓

**Capacity is limited, and registration is subject to sell out prior to the deadline. Register early!**

#### Full Registration Includes:

- admission to all educational sessions
- admission to Wednesday lunch and evening reception, Thursday breakfast and lunch, and Friday breakfast

Attendees can register through their MyCalCities account. If you have not used your MyCalCities account already, please review details about the portal and contact us with questions.

#### Register online by:

Wednesday, Jan. 15 for the Northern California Academy **[Register now](https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7b36A4CF47-1188-EF11-AC20-7C1E5259A00B%7d)**  
(<https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7b36A4CF47-1188-EF11-AC20-7C1E5259A00B%7d>).



If you are registering someone other than yourself, first sign in as yourself and then choose the option to register someone else.

*Note:* A credit card is required for registration through MyCalCities. If you need to pay with a check, create your account and then reach out to conference registrar, **Megan Dunn** (<mailto:mdunn@calcities.org?subject=AC%20Registration>) to request an invoice. Full payment is due at the time of registration.

To request an accommodation or for inquiries about accessibility, please contact conference registrar, **Megan Dunn** (<mailto:mdunn@calcities.org>). Every effort will be made to honor requests submitted.

View Cal Cities' **[event and meeting policies \(/education-and-events/event-and-meeting-policies-26201\)](#)** in advance of the academy.

## Conference Registration Fees

Member-City Officials and Staff	\$675
Non-Member City Officials and Staff	\$1,675
Guest/Spouse Reception Pass	\$50

*\*The guest/spouse fee is restricted to persons who are not city or public officials, are not related to any Cal Cities Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to the Wednesday evening reception only. There is no refund for the cancellation of a guest/spouse registration. It is not advisable to use city funds to register a guest/spouse.*



a \$75 processing charge, only when a written request is submitted to [megan Dunn \(mailto:mdunn@calcities.org\)](mailto:mdunn@calcities.org) , and received on or before Jan. 15 for Northern California and Jan. 22 for Southern California. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

## Hotel and Travel ↓

A limited number of hotel rooms are available at a reduced rate for conference attendees. ***Hotels are subject to sell out prior to the deadline – reserve early!***

### **STEP ONE: Register for the Northern California Academy**

<https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7b36A4CF47-1188-EF11-AC20-7C1E5259A00B%7d>

OR

### **Register for the Southern California Academy**

<https://my.calcities.org/Events/Calendar-Of-Events/Meeting-Home-Page?meetingid=%7b5DA496CF-1388-EF11-AC20-7C1E5259A00B%7d>

### **STEP TWO: Book a hotel room**

Once you register for the conference you will receive access to the hotel booking link.

### **Academy Locations:**



Delta Hotels by Marriott –  
Anaheim/Garden Grove  
12021 Harbor Blvd  
Garden Grove, CA 92840

**Group Hotel Rate (per night):** \$169 –  
Single/Double Occupancy (plus tax and fees)  
Discounted rate deadline: 12/30/24\*

\*Hotels are subject to sell out before the deadline.

### Hotel Changes or Cancellations

Hotel reservation changes, date modifications, early check-out, or cancellations must be made directly through the hotel. Please note that after the discounted hotel rate cut-off date has passed, you may incur a financial penalty of minimum one-night room charge or attrition fees.

**PLEASE NOTE:** *The information you provide to Cal Cities when registering for a Cal Cities conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with Cal Cities the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between Cal Cities and the hotel(s) will be limited to your first name, last name, email, and dates/length of stay in the hotel.*

**CAUTION!** *You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.*



approximately twelve miles from Sacramento International Airport (SMF) and just one mile from the Sacramento Valley Station for Amtrak service. Valet and self-parking are available for your convenience (fee applies).

The Delta Hotel Anaheim/Garden Grove is located 15 miles from John Wayne Airport and 17 miles from Long Beach Airport. Self-parking is available for your convenience (fee applies).

\*Please note parking rates and taxes are subject to change without notice.

## Schedule →

***\*Schedule subject to change***

[\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/2025-norcal-mcma-schedule.pdf?sfvrsn=5c72cf72\\_6\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/2025-norcal-mcma-schedule.pdf?sfvrsn=5c72cf72_6) **Click here to view the schedule for the Northern California Academy** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/2025-norcal-mcma-schedule.pdf?sfvrsn=5c72cf72\\_6\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/2025-norcal-mcma-schedule.pdf?sfvrsn=5c72cf72_6) .

[\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/2025-socal-mcma-schedule-for-website.pdf?sfvrsn=e3a190ff\\_8\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/2025-socal-mcma-schedule-for-website.pdf?sfvrsn=e3a190ff_8) **Click here to view the schedule for the Southern California Academy** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/2025-socal-mcma-schedule-for-website.pdf?sfvrsn=e3a190ff\\_8\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/2025-socal-mcma-schedule-for-website.pdf?sfvrsn=e3a190ff_8) .

## Explore Previous Academies →

**View the 2024 Mayors and Council Members program here** [\(/docs/default-source/advocacy/2024-mayors-and-council-members-academy-program.pdf?sfvrsn=3c3bb210\\_3\)](/docs/default-source/advocacy/2024-mayors-and-council-members-academy-program.pdf?sfvrsn=3c3bb210_3) .





[academy-session-materials/resource-guide86fbbed2-d787-40bb-afcb-b2277cca0b37.pdf?sfvrsn=1e8bf57e\\_3\)](#)

- [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/sexual-harassment-prevention-training-for-mayors-and-councilmembers--ab-1661.pdf?sfvrsn=6a2116ba\\_3\)](#) **Harassment Prevention Training for Supervisors and Officials (AB 1661)** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/sexual-harassment-prevention-training-for-mayors-and-councilmembers--ab-1661.pdf?sfvrsn=6a2116ba\\_3\)](#) [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/financial-responsibilities-and-city-revenues.pdf?sfvrsn=8d84678a\\_3\)](#)
- **Social Media Digital Communications And Civic Engagement** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/social-media-digital-communications-and-civic-engagementcfc1399c8-3d1b-427f-bacf-298ed8af90c5.pdf?sfvrsn=b9310bda\\_3\)](#)
- **Your Legal Powers and Obligations** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-legal-powers-and-obligations81fcc89a-9cac-46a6-9c12-df1d5b6a0c7c.pdf?sfvrsn=955de7bf\\_3\)](#)
- [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-lu-planning.pdf?sfvrsn=907bc111\\_3\)](#) **Policy Role in Land Use Planning** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-lu-planning.pdf?sfvrsn=907bc111\\_3\)](#)
- [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/understanding-public-service-ethics-laws-and-principles-ab-1234-training.pdf?sfvrsn=ca9d6557\\_5\)](#) **Understanding Public Service Ethics Laws and Principles: AB 1234 Training** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/understanding-public-service-ethics-laws-and-principles-ab-1234-training.pdf?sfvrsn=ca9d6557\\_5\)](#)



- [\(/docs/default-source/advocacy/developing-an-effective-city-council-and-manager-team---key-to-good-governance-and-city-success.pdf?sfvrsn=da65096b\\_3\)](/docs/default-source/advocacy/developing-an-effective-city-council-and-manager-team---key-to-good-governance-and-city-success.pdf?sfvrsn=da65096b_3) **Developing an Effective City Council and Manager Team - Key to Good Governance and City Success** [\(/docs/default-source/advocacy/developing-an-effective-city-council-and-manager-team---key-to-good-governance-and-city-success.pdf?sfvrsn=da65096b\\_3\)](/docs/default-source/advocacy/developing-an-effective-city-council-and-manager-team---key-to-good-governance-and-city-success.pdf?sfvrsn=da65096b_3)
- [\(/docs/default-source/advocacy/effective-advocacy-and-key-city-issues.pdf?sfvrsn=8da846ba\\_3\)](/docs/default-source/advocacy/effective-advocacy-and-key-city-issues.pdf?sfvrsn=8da846ba_3) **Effective Advocacy and Key City Issues** [\(/docs/default-source/advocacy/effective-advocacy-and-key-city-issues.pdf?sfvrsn=8da846ba\\_3\)](/docs/default-source/advocacy/effective-advocacy-and-key-city-issues.pdf?sfvrsn=8da846ba_3)

## Previous Academy Session Materials

### 2023 Session Materials →

- **Resource Guide** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/resource-guide45773fd6-efbf-4e85-8df8-f49dae3a3e94.pdf?sfvrsn=f47fd6ff\\_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/resource-guide45773fd6-efbf-4e85-8df8-f49dae3a3e94.pdf?sfvrsn=f47fd6ff_3)
- **Developing an Effective Council and City Manager Team The Key to Good Governance and City Success** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/developing-an-effective-council-and-city-manager-team-the-key-to-good-governance-and-city-success.pdf?sfvrsn=3a1ab793\\_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/developing-an-effective-council-and-city-manager-team-the-key-to-good-governance-and-city-success.pdf?sfvrsn=3a1ab793_3)
- **Effective Advocacy and Key City Issues** [\(/docs/default-source/new-mayors-and-council-members-academy-session-materials/effective-advocacy-and-key-city-issues3556ee1c-cbf2-469d-a32b-a1a642d77232.pdf?sfvrsn=cc71371f\\_3\)](/docs/default-source/new-mayors-and-council-members-academy-session-materials/effective-advocacy-and-key-city-issues3556ee1c-cbf2-469d-a32b-a1a642d77232.pdf?sfvrsn=cc71371f_3)



[officials-\(ab-1661\)-\(1\).pdf?sfvrsn=4600e6fe\\_3\)](#)

- [Policy Role in Land Use Planning \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-land-use-planning1eb40bf1-b9e1-4f5e-81d8-77f22cbea013.pdf?sfvrsn=752073e1\\_6\)](#)
- [Social Media Digital Communications and Civic Engagement \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/social-media-digital-communications-and-civic-engagementd37a783f-e625-4e0a-9102-9104c8d7059b.pdf?sfvrsn=48ff5c92\\_3\)](#)
- [Understanding Public Service Ethics Laws & Principles AB 1234 Training \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/understanding-public-service-ethics-laws-principles-ab-1234-training.pdf?sfvrsn=6e38619e\\_6\)](#)
- [Your Cal Cities and How to Use it \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-cal-cities-and-how-to-use-it7c67d3a2-0aa9-4ea6-b745-6b674828b01f.pdf?sfvrsn=7121d8b6\\_3\)](#)
- [Your Legal Powers and Obligations \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-legal-powers-and-obligations-.pdf?sfvrsn=f3dcbfe4\\_3\)](#)

## 2022 Session Materials →

- [New Mayors and Council Members Academy Resource Guide \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/new-mayors-and-council-members-resource-guide.pdf?sfvrsn=2e2b96de\\_3\)](#)
- [Cal Cities Annual Report 2021 \(/docs/default-source/annual-report/cal-cities-annual-report-2021-.pdf?sfvrsn=97b0a639\\_9\)](#)
- [Developing an Effective City Council and City Manager Team: Key to Good Governance and City Success \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/developing-an-](#)



[managers-conference---session-materials/effective-advocacy-and-key-city-issues.pdf?sfvrsn=77d522a9\\_3\)](#)

- [Policy Role in Land Use Planning \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/policy-role-in-land-use-planning-.pdf?sfvrsn=f573c841\\_3\)](#)
- [Social Media, Digital Communications, and Civic Engagement \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/social-media-digital-communications-and-civic-engagement.pdf?sfvrsn=42fcc4c5\\_3\)](#)
- [Your Legal Powers and Obligations; Open Government and Conflicts of Interest \(/docs/default-source/new-mayors-and-council-members-academy-session-materials/your-legal-powers-and-obligations-open-government-and-conflicts-of-interest.pdf?sfvrsn=a0133044\\_3\)](#)

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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Brad Helfenberger, Parks and Recreation Director 

**APPROVED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Approval of Awards for the 2024-2025 Civic Enhancement Grant Program

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### RECOMMENDED ACTION

1. It is recommended that the City Council approve a:
  - **\$2,800** grant to the **Antioch Historical Society** for construction of a historical bell-tower;
  - **\$2,800** grant to the **Antioch Police Activities League** for Youth Sports programs;
  - **\$300** grant to the **Antioch Rotary Club** for the Boys in Action program;
  - **\$1,750** grant to the **Antioch Rotary Club** for the Day of Empowering Girls event;
  - **\$1,750** grant plus approximately **\$2,282** of in-kind City facility services to the **Antioch Rotary Club** for the King's Conference for Underserved Male Youth;
  - **\$1,800** grant to **Be Exceptional** for Funds to Expand Youth Programs for people with disabilities;
  - **\$4,800** grant to **Bridge Builders for a New Generation** for a Founders Dinner Fundraiser;
  - **\$1,500** grant to **Charles and Smith Health and Wellness** for Housing and Resources for Veterans;
  - **\$5,500** grant to **Delta Veterans Group** for the Veterans Day/ Memorial Day Ceremonies and the Veterans Banner Program;
  - **\$2,800** grant to **El Campanil Theater** for theater technology upgrades;

- **\$1,000** grant plus approximately **\$704** of in-kind City facility services to **Facing Homelessness** to provide supplies and resources to the unhoused;
- **\$3,800** grant plus approximately **\$3,000** of in-kind City services to **East Bay Forward Economic Development Association** for a free community music festival;
- **\$2,300** grant to **General Federation Women's Club of Antioch** to renovate the outdoor portion of the Women's Club facility;
- **\$2,800** grant to **Loaves and Fishes of Contra Costa** for a hot meal program for unhoused and low-income residents;
- **\$2,800** grant to **Mission Possible Community Development Center of Antioch** for the Operation Impact youth program;
- **\$1,500** grant plus approximately **\$6,000** of in-kind City facility services to **Prison from the Inside Out** for an outreach program designed to strengthen the relationship between Antioch residents and the Antioch Police Department;
- **\$1,800** grant plus approximately **\$1,000** of in-kind City facility services to **RR Transitional Housing** for the Fierce and Flourishing job readiness training program for youth;
- **\$1,800** grant to **RR Transitional Housing** for the Ignite Youth program;
- **\$2,800** grant to **SHARE Community** for the Mobile Shower and Hygiene Service Program;
- **\$1,800** grant plus approximately **\$350** of in-kind City facility services to **New Generation Equity/STEM4Real** for a community STEM event; and
- **\$1,800** grant to **Team Jesus Outreach Ministries** for solar panels to power refrigerated containers to distribute food to the community.

2. It is recommended that the City Council adopt the resolution codifying the City Council's approval of the 2024-2025 Civic Enhancement Grants.

### **FISCAL IMPACT**

The approved General Fund budget allocation for the Civic Enhancement Grant Program is \$50,000 for Fiscal Year 2024-2025.

### **DISCUSSION**

The FY24-25 General Fund budget includes continued funding for the Civic Enhancement Grants Program to support community events and improvement projects that originate with Non-Profit organizations in Antioch. It is the City's goal to assist Non-Profit organizations by creating and implementing a grant program to fund civic events and enhancement projects in an objective manner. The Parks and Recreation Commission makes final recommendations for grant approval to the City Council, which ultimately authorizes the grant allocations.



The program also includes an option to request City facilities/services as part of the application to allow organizations access without having to use awarded funds for this purpose. These in-kind requests are noted on the attached Exhibit A to the Resolution in the “Appx. Value of City Facilities/Services” column. The value of these services is in addition to the recommended funding amount.

Applications for the Civic Enhancement Grant Program were published on September 13, 2024, and due October 14, 2024. The City received 28 applications for grant funding to support projects and/or programs in 2025. The City Council authorized \$50,000 in FY24-25 to fund the Civic Enhancement Grant Program. The total amount of funding submitted in requests was \$2,096,626. The Parks and Recreation Commission narrowed these requests to the \$50,000 authorized by City Council.

At the Regular Meeting of November 21, 2024, the Parks and Recreation Commission voted to recommend funding as detailed in the table on Exhibit A of the Resolution. Following the approval of grant awards, staff will proceed with executing grant agreements and disbursement of grant funding.

#### **ATTACHMENTS**

A. Resolution

Exhibit A: 2024-25 Civic Enhancement Grant Awards Recommended by  
the Parks and Recreation Commission

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING CIVIC ENHANCEMENT GRANTS AS RECOMMENDED BY THE  
PARKS AND RECREATION COMMISSION FOR FISCAL YEAR 2024-25**

**WHEREAS**, it is the City's goal to assist nonprofit organizations by creating and implementing a grant program to fund civic events and enhancement projects in an objective and efficient manner;

**WHEREAS**, the Fiscal Year 2024-25 General Fund Budget authorized funding for a community grant program;

**WHEREAS**, the Civic Enhancement Grant program includes the option to request City facilities and services;

**WHEREAS**, the City conducted an open process to accept grant applications and encouraged all community organizations to submit applications; and

**WHEREAS**, the Parks and Recreation Commission reviewed all applications and recommends approval and funding for 21 programs and projects that support the community.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the 2024-25 Civic Enhancement Grants as follows:

- **\$2,800** grant to the **Antioch Historical Society** for construction of a historical bell-tower;
- **\$2,800** grant to the **Antioch Police Activities League** for Youth Sports programs;
- **\$300** grant to the **Antioch Rotary Club** for the Boys in Action program;
- **\$1,750** grant to the **Antioch Rotary Club** for the Day of Empowering Girls event;
- **\$1,750** grant plus approximately **\$2,282** of in-kind City facility services to the **Antioch Rotary Club** for the King's Conference for Underserved Male Youth;
- **\$1,800** grant to **Be Exceptional** for Funds to Expand Youth Programs for people with disabilities;
- **\$4,800** grant to **Bridge Builders for a New Generation** for a Founders Dinner Fundraiser;
- **\$1,500** grant to **Charles and Smith Health and Wellness** for Housing and Resources for Veterans;

- **\$5,500** grant to **Delta Veterans Group** for the Veterans Day/ Memorial Day Ceremonies and the Veterans Banner Program;
- **\$2,800** grant to **El Campanil Theater** for theater technology upgrades;
- **\$1,000** grant plus approximately **\$704** of in-kind City facility services to **Facing Homelessness** to provide supplies and resources to the unhoused;
- **\$3,800** grant plus approximately **\$3,000** of in-kind City services to **East Bay Forward Economic Development Association** for a free community music festival;
- **\$2,300** grant to **General Federation Women's Club of Antioch** to renovate the outdoor portion of the Women's Club facility;
- **\$2,800** grant to **Loaves and Fishes of Contra Costa** for a hot meal program for unhoused and low-income residents;
- **\$2,800** grant to **Mission Possible Community Development Center of Antioch** for the Operation Impact youth program;
- **\$1,500** grant plus approximately **\$6,000** of in-kind City facility services to **Prison from the Inside Out** for an outreach program designed to strengthen the relationship between Antioch residents and the Antioch Police Department;
- **\$1,800** grant plus approximately **\$1,000** of in-kind City facility services to **RR Transitional Housing** for the Fierce and Flourishing job readiness training program for youth;
- **\$1,800** grant to **RR Transitional Housing** for the Ignite Youth program;
- **\$2,800** grant to **SHARE Community** for the Mobile Shower and Hygiene Service Program;
- **\$1,800** grant plus approximately **\$350** of in-kind City facility services to **New Generation Equity/STEM4Real** for a community STEM event;
- **\$1,800** grant to **Team Jesus Outreach Ministries** for solar panels to power refrigerated containers to distribute food to the community; and

**BE IT FURTHER RESOLVED** that **Exhibit A** is hereby attached to this resolution and incorporated by reference.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of December, 2024, by the following vote:

**AYES:**

**ABSENT:**

**ABSTAIN:**

**NOES:**

---

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

# Exhibit A

## 2024-25 Civic Enhancement Grant Awards Recommended by the Parks and Recreation Commission


Name of Applicant	Requested Amount	Recommended Award	Appx. Value of City Facilities/ Services	Project Summary
Antioch Historical Society	\$6,500	\$2,800		Construction of historical Bell-Tower
Antioch Police Activities League	\$10,000	\$2,800		Youth Sports Programs
Antioch Rotary: Boys in Action	\$300	\$300		Boys in action
Antioch Rotary: Day of Empowering Girls	\$3,000	\$1,750		Day of Empowering Girls
Antioch Rotary Club: Kings Conference	\$3,000	\$1,750	\$2,282	Kings Conference
Be Exceptional	\$5,000	\$1,800		Classes for People with Disabilities
Bridge Builders New Generation (BBNG)	\$15,000	\$4,800		Founders Dinner fundraiser
Charles and Smith Health & Wellness	\$40,000	\$1,500		Housing & Resources for Veterans
Chosen Sports Leagues, Inc	\$1,000,000	-		Sports programs for youth
Delta Veterans Group	\$10,000	\$5,500		Veterans Day and Memorial Day Ceremonies/ Veterans Banner Program
El Campanil Theater Preservation Foundation	\$9,878	\$2,800		Technology Upgrades for Theater
Facing Homelessness	\$5,000	\$1,000	\$704	Supplies for Unhoused
East Bay FEDA Music Series	\$19,000	\$3,800	\$3,000	Free Community Music Festival
Genesis Church	\$100,000	-		Youth Explosion Event
GFWC Women's Club of Antioch	\$20,000	\$2,300		Renovating Women's Club Outdoor Space
Grace Arms Holy Eve	\$30,000	-		Holy Eve Halloween Alternative Event
Helping The Youth Grow	\$500,000	-		Youth Basketball and leadership
Lincoln Families	\$5,000	-		Middle school programs
Lively Stones Agency For Change	\$112,418	-		Mentee Project for Underserved Youth
Loaves and Fishes Of Contra Costa	\$5,000	\$2,800		Hot Meal Program for unhoused and low income
Misson Possible (MPCDCA)	\$22,000	\$2,800		Operation Impact youth program
Planned Parenthood Shata Diablo Inc	\$50,000	-		Relocation to serve more of community
Prison From The Inside Out	\$26,000	\$1,500	\$6,000	Strengthening relationship of APD and residents
RR Transitional Housing: Fierce and Flourishing	\$7,600	\$1,800	\$1,000	Job readiness training for youth
RR Transitional Housing: Ignite Youth	\$6,930	\$1,800		Empowering youth
SHARE Community	\$10,000	\$2,800		Mobile Shower and Hygiene Service Program
New Generation Equity STEM4REAL	\$25,000	\$1,800	\$350	STEM community Event
Team Jesus Outreach Ministries	\$50,000	\$1,800		Solar panels for Refrigeration Containers
<b>Total</b>	<b>\$2,096,626</b>	<b>\$50,000</b>	<b>\$9,932</b>	




## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Brad Helfenberger, Parks and Recreation Director 

**APPROVED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Use Agreement with Congressman DeSaulnier's Office for Office Space at the Antioch Community Center

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### **RECOMMENDED ACTION**

It is recommended that the City Council approve the attached resolution authorizing the City Manager to enter into a lease agreement with Congressman DeSaulnier's office for office space at the Antioch Community Center for the period of January 3, 2025 - January 2, 2027 in an amount not to exceed \$1,000 per month for a total of \$24,000.

### **FISCAL IMPACT**

This action will result in an increase in revenue in the Recreation Special Revenue Fund in the amount of \$24,000 for the period of January 3, 2025 through January 2, 2027.

### **DISCUSSION**

Congressman Mark DeSaulnier was reelected to represent the 10<sup>th</sup> Congressional District, which encompasses much of the City of Antioch, for the 2025-2027 Congressional Term. The 10<sup>th</sup> Congressional District has utilized office space at the Antioch Community Center since January 2023. The space was previously used by the 9<sup>th</sup> Congressional District prior to district lines being redrawn following the 2020 Census. Congressman DeSaulnier's office desires to continue using the office for the 2025-2027 Congressional Term. A new agreement is needed in order to allow for this use of space.

### **ATTACHMENTS**

- A. Resolution
- B. Draft Agreement
- C. Delineated Office Space Plans



**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE  
OFFICE OF CONGRESSMAN DESAULNIER FOR THE USE OF OFFICE SPACE AT  
THE ANTIOCH COMMUNITY CENTER**

**WHEREAS**, Congressman Mark DeSaulnier has been reelected as the Congressman to serve the 10<sup>th</sup> Congressional District;

**WHEREAS**, the 10<sup>th</sup> Congressional District encompasses the southern portion of Antioch;

**WHEREAS**, the office of Congressman DeSaulnier desires to continue to utilize office space in the City of Antioch in order to better serve its constituents;

**WHEREAS**, the space at the Antioch Community Center currently unitized by Congressman Mark DeSaulnier is an ideal location for this purpose;

**WHEREAS**, the City of Antioch desires to lease the space to the Office of Congressman Mark DeSaulnier for this purpose;

**WHEREAS**, a new agreement is necessary to allow for the use of space;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch authorizes the City Manager to enter into a lease agreement with Congressman Desaulnier’s office for office space at the Antioch Community Center for the period of January 3, 2025 to January 2, 2027 in an amount not to exceed \$1,000 per month for a total of \$24,000 in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of December, 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## District Office Lease Amendment - Instructions

**THE OFFICE OF THE ADMINISTRATIVE COUNSEL MUST APPROVE THE DISTRICT OFFICE LEASE AMENDMENT AND ATTACHMENT PRIOR TO SIGNATURE.**

**The term for a District Office Lease Amendment for the 119th Congress may not commence prior to January 3, 2025.**

**A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, rather than December 31, 2026.**

- The Member/Member-elect is required to personally sign lease documents.
- A District Office Lease Attachment (“Attachment”) for the 119th Congress must accompany this Amendment.
- Prior to either party signing a District Office Lease Amendment, the Member/Member-elect must submit the proposed Amendment, accompanied by the District Office Lease Attachment for the 119th Congress (“Attachment”), to the Office of the Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation package.
- After both parties have executed an approved Lease Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance ([VendorEFT@mail.house.gov](mailto:VendorEFT@mail.house.gov); 202-226-2277).

Instructions for completing the District Office Lease Amendment (“Amendment”):

- Section 1 – Insert the time period covering the previous lease that is being amended and the office’s street address, including the city, state and ZIP.
- Section 2 – Insert the new termination date (if the lease is being extended). The Amendment must terminate on or before January 2, 2027. If the purpose of the Amendment is not to change the terminate date, insert “N/A” in the space provided.
- Section 3 – Insert the amount of monthly rent for the extended term. In the blank space, insert any changes or additions to the terms of the lease. If there are no other changes to your existing lease, write “NONE” in the space provided.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Amendment**

(Page 1 of 2 – 119th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 3, 2023 to January 2, 2025 for the lease of office space located at Antioch Community Center, 4703 Lone Tree Way, Rooms 125, 126, 127 in the city, state and ZIP of Antioch, California 94531.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2027. (This District Office Lease Amendment (“Amendment”) may not provide for an extension of beyond January 2, 2027, which is the end of the constitutional term of the 119th Congress.
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \$1,000.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].  
  
NONE
4. **District Office Lease Attachment for the 119th Congress.** This District Office Lease Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress and the District Office Lease Attachment for the 119th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

*[Signature page follows.]*

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Amendment**

(Page 2 of 2 – 119th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

City of Antioch

*Print Name of Lessor/Landlord*

Congressman Mark DeSaulnier

*Print Name of Lessee*

By:

*Lessor Signature*

*Lessee Signature*

Name: Bessie Marie Scott

Title: City Manager

*Date*

*Date*

***This District Office Lease Amendment must be accompanied with an executed  
District Office Lease Attachment.***

## **District Office Lease Attachment - Instructions**

The District Office Lease Attachment ("Attachment") must accompany *every* Lease or Amendment submitted for a Member/Member-elect's District Office.

**THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.**

**The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.**

**A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.**

- The Member/Member-elect is required to personally sign lease documents.
- The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- Section B ("Additional Lease Terms") of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance ([VendorEFT@mail.house.gov](mailto:VendorEFT@mail.house.gov); 202-226-2277).
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).

# District Office Lease Attachment

(Page 1 of 5 – 119th Congress)

Phone Number: (925) 779-7078      Email Address: [bhelfenberger@antiochca.gov](mailto:bhelfenberger@antiochca.gov)



*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Attachment**

(Page 2 of 5 – 119th Congress)

**SECTION B**

**(Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

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**District Office Lease Attachment**

(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov). Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

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**District Office Lease Attachment**

(Page 4 of 5 – 119th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

**District Office Lease Attachment**  
(Page 5 of 5 – 119th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Antioch  
\_\_\_\_\_  
*Print Name of Lessor/Landlord*

Congressman Mark DeSaulnier  
\_\_\_\_\_  
*Print Name of Lessee*

By: \_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Lessee Signature*

Title: City Manager

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

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

From the Member's Office, who is the point of contact for questions?

Name Betsy Arnold Marr Phone (202) 225-2095 E-mail betsyarnoldmarr@mail.house.gov

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Administrative Counsel)

### INSTRUCTIONS

FAX NUMBER: (202) 225-6914

## UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

AGENCY IDENTIFIER	53-6002523	AGENCY LOCATION CODE	4832	TELEPHONE NUMBER	(202) 226-2277
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## PAYEE/COMPANY INFORMATION

REMIT TO ADDRESS

☐ Other

*(Applies to accounts maintained outside the U.S.)*

FINANCIAL INSTITUTION INFORMATION <sup>U.S.</sup>

TELEPHONE NUMBER

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER

LOCKBOX NUMBER
----------------

TYPE OF ACCOUNT

## CHECKING

## SAVINGS

LOCKBOX

## SOCIO-ECONOMIC INFORMATION

○(Z) Over 17 million

**CERTIFICATION OF DATA BY PAYEE/COMPANY**

TITLE/POSITION

TELE



**Section V - Certification of Data By Payee/Company** – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.







**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Brad Helfenberger, Parks and Recreation Director 

**APPROVED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Memorandum of Understanding with the Antioch Friends of Seniors for Charitable Bingo Operations at the Antioch Senior Center

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the attached resolution:

1. Approving a Memorandum of Understanding with the Antioch Friends of Seniors for Charitable Bingo Operations at the Antioch Senior Center; and
2. Authorizing the City Manager to execute the agreement.

**FISCAL IMPACT**

There will be no direct fiscal impact to the City of Antioch as a result of this action. The bingo program is estimated to generate \$4,500-\$9,000 annually, which will benefit the Antioch Friends of Seniors.

**DISCUSSION**

For many years, bingo games have been a staple program of the Antioch Senior Center. Under Article IV, Section 19 of the California Constitution, games of bingo must be conducted by a 501c3 charitable organization. Prior to the COVID-19 Pandemic, the bingo games were conducted by a 501c3 charitable organization that is no longer active. Since April 2023, bingo games at the Antioch Senior Center have been conducted by the Antioch Historical Society under a Memorandum of Understanding approved by City Council at the Regular Meeting of March 28, 2023. However, this was intended to be a temporary arrangement until a new 501c3 organization could be formed solely for the purposes of supporting programs and activities at the Antioch Senior Center. This has now occurred with the formation of the “Antioch Friends of Seniors” earlier this year. They are now ready to take over operation of the bingo program.

Under the proposed MOU, the Antioch Friends of Seniors will begin operating bingo games at the Antioch Senior Center. Initially, the games will be held once per week each Thursday from 1pm-3pm and may expand to include Mondays. Cards cost \$1 each and players typically purchase anywhere from two to ten cards. Door prizes are also provided. Ten games are played over a two-hour period with cash prizes ranging from \$10-\$20. Games are open to the public for anyone ages 18 and older.

**ATTACHMENTS**

- A. Resolution
- B. Memorandum of Understanding

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A MEMORANDUM OF UNDERSTANDING WITH ANTIOCH FRIENDS  
OF SENIORS REGARDING CHARITABLE BINGO OPERATIONS AT THE ANTIOCH  
SENIOR CENTER.**

**WHEREAS**, bingo games have been a staple program at the Antioch Senior Center for many years;

**WHEREAS**, under Article IV, Section 19 of the California State Constitution, games of bingo must be conducted by a 501c3 charitable organization;

**WHEREAS**, the Antioch Friends of Seniors is a new 501c3 charitable organization formed to support programs and activities at the Antioch Senior Center; and

**WHEREAS**, the Antioch Friends of Seniors desires to conduct games of bingo at the Antioch Senior Center.

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

1. Approves a Memorandum of Understanding with the Antioch Friends of Seniors for Charitable Bingo Operations at the Antioch Senior Center; and
2. Authorizes the City Manager to execute the agreement in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of December, 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CITY OF ANTIOCH  
AND  
ANTIOCH FRIENDS OF SENIORS  
REGARDING CHARITABLE BINGO OPERATIONS**

This Memorandum of Understanding (“MOU”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF ANTIOCH, a California municipal corporation (“City”), and ANTIOCH FRIENDS OF SENIORS, a 501c3 non-profit corporation (“Operator”). City and Operator are sometimes referred to herein individually as a “Party” and collectively as the “Parties.” This MOU is intended to set forth the basic terms of the agreement between Operator and the City for the operation of games of bingo at the Antioch Senior Center, located at 415 W 2nd St, Antioch, CA 94509 (the “Program”) administered by Operator with the assistance of the City.

**RECITALS**

WHEREAS, Operator is a non-profit agency that seeks to support programs and activities at the Antioch Senior Center;

WHEREAS, Operator’s target populations include senior citizen residents of the City generally;

WHEREAS, the City has a demonstrated commitment to providing services to seniors and the wider Antioch community;

WHEREAS, the City desires to increase City services available to seniors and the wider Antioch community;

WHEREAS, the City is empowered by Article IV, Section 19 of the California Constitution to authorize, by ordinance, the operation of games of bingo within its jurisdiction;

WHEREAS, Antioch Municipal Code Title 5, Chapter 15 (Bingo Games) authorizes games of live bingo to be played on limited days and times; and

WHEREAS, Operator desires to operate games of bingo at the Antioch Senior Center through the Program, in conformance with the Antioch Municipal Code and California Penal Code Section 326.5.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.



2. Operator agrees to:
  - A. Operate the Program in a good and professional manner, and in full conformance with the requirements of City and State law, including but not limited to Antioch Municipal Code Title 5, Chapter 15 and California Penal Code Section 326.5.
  - B. Provide games of live caller bingo up to twice per week, on Mondays and Thursdays between the hours of 1:00 P.M. and 3:00 P.M.
  - C. Oversee quality control of the Program, including but not limited to ensuring compliance with City and State law by its volunteers and employees.
  - D. Only take possession of the Antioch Senior Center one hour prior to, during, and thirty minutes after (12:00 P.M. to 3:30 P.M.) any live bingo operations under this MOU, in order to set up, operate, and conclude such bingo operations, and subject to all terms and conditions of the Donation of Use and Facility Use Terms Addendum set forth in Exhibit "A" to this MOU, attached hereto and incorporated by reference herein.
3. Operator shall not:
  1. Conduct or allow to be conducted any games of bingo under the Program more than twice per calendar week (excepting any special annual events coordinated between the City and Operator pursuant to Antioch Municipal Code section 5-15.12(a)).
  2. Limit participation in any games of bingo under the Program based on membership in Operator's organization. All games must be open to the public.
  3. Allow minors to participate in any bingo game.
  4. Other than security personnel, pay any profit, wage, or salary from any bingo game to any person.
  5. Permit any person to operate or staff any game of bingo who is not a member of Operator's organization.
  6. Exclude any person on the grounds of race, sex, creed, color, religion, national origin, or other protected class from participating in or enjoying the benefits of the Program.
  7. Subject any person to discrimination on the grounds of race, sex, creed, color, religion, national origin, or other protected class in any activities, programs, or employment supported by this MOU.
- E. Track the number of seniors served, average attendance, prize amounts, and net proceeds from bingo games, and provide reports to City as may be requested.



4. The City agrees to:

- A. Only for as long as this MOU is in effect and subject to availability, donate the use of those designated portions of the Antioch Senior Center set forth in Exhibit A to the Operator to run the Program in conformance with the requirements of City and State law, including but not limited to Antioch Municipal Code Title 5, Chapter 15 and California Penal Code Section 326.5.
- B. Offer the operator the opportunity to promote the Bingo program in the Antioch Senior Center Newsletter the "Rivertown Report," the City's Recreation Guide, City Website, and City's social media subject to availability and approval by the City Manager or designee.

5. Release of Liability: Operator hereby releases, waives, and discharges the City, the City Council, members of the City Council, and its officials, directors, officers, employees, volunteers, agents or assigns (collectively, "Released Parties") from and against any and all claims, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively, "Claims") arising out of or in any manner related to this use of the City Property. Operator knowingly and voluntarily waives any and all rights and benefits conferred upon Operator by the provisions of Section 1542 of the California Civil Code or by any similar law or provision, which Section reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXISTS IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

6. Indemnification. To the fullest extent permitted by law, Operator shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, or agents in connection with the performance of this MOU, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Operator's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Operator, the City, its officials, officers, employees, agents, or volunteers. This provision shall survive any termination or expiration of this MOU.

7. Effective Date and Term. This MOU shall become operational and effective as of the date first set forth above and will remain in effect for two years from the effective date, unless terminated earlier in accordance with Section 8 of this MOU. The term of this MOU may be renewed by written amendment between the parties, unless a Party provides notice of non-renewal to the other Party prior to the end of the then-current term.

8. Termination and Modification. Either Party may terminate the MOU at any time by giving thirty days prior written notice to the other Party specifying the date of termination. The City may immediately terminate this MOU by written notice specifying the date of termination for breach by Operator of its obligations hereunder. This MOU may only be modified in a writing signed by both Parties.
9. Insurance. The Operator shall maintain insurance through the life of this MOU as required in Exhibit "B" to this MOU, attached to this MOU and incorporated herein by reference.
10. Entire Agreement. This MOU represents the entirety of the agreement of the Parties with respect to the subject matter hereof.
11. Authority. The persons signing this MOU hereby warrant that he or she has the authority to bind the Party for which he or she is signing.
12. Severability. If any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion shall be deemed severed from this MOU and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion has never been part of this MOU.
13. Governing Law and Venue. This MOU shall be governed by the laws of the State of California without regard to conflicts of laws principles. Venue shall be in Contra Costa County, California.
14. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same MOU.
15. Electronic Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

[attached behind this page]

**SIGNATURE PAGE TO  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CITY OF ANTIOCH  
AND  
ANTIOCH FRIENDS OF SENIORS  
REGARDING CHARITABLE BINGO OPERATIONS**

IN WITNESS WHEREOF, the Parties hereto have the authority to execute this MOU on the date as written below.

**OPERATOR:  
ANTIOCH FRIENDS OF SENIORS**

**CITY OF ANTIOCH**

By: \_\_\_\_\_  
June Miles, President

By: \_\_\_\_\_  
Bessie Marie Scott  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

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

By: \_\_\_\_\_  
Melissa Rhodes  
City Clerk

Its: \_\_\_\_\_

**ANTIOCH FRIENDS OF SENIORS**

**Contact:**

JUNE MILES

PRESIDENT

415 W. 2<sup>nd</sup> Street.

ANTIOCH, CA 94509

925-779-7074

[antiochfriendsofseniors.com](http://antiochfriendsofseniors.com)

**APPROVED AS TO FORM:**

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

**The City of Antioch Contact:**

BRAD HELFENBERGER

PARKS AND RECREATION DIRECTOR

4703 LONE TREE WAY

ANTIOCH, CA 94531

925-779-7078

[bhelfenberger@antiochca.gov](mailto:bhelfenberger@antiochca.gov)

## **EXHIBIT A**

### **DONATION OF USE AND FACILITY USE TERMS ADDENDUM**

#### **1. DEFINITIONS**

“City Facility” means and refers to that certain City property commonly referred to and identified as the Antioch Senior Center, located at 415 W 2nd St, Antioch, CA 94509.

“Services” means the administration and operation of games of live-caller bingo by Operator and Operator’s personnel, as well as attendant planning, set-up, and tear-down activities.

All other defined terms set forth in the Memorandum of Understanding between the City and Operator, to which this Exhibit A is attached (“MOU”), are incorporated as though fully set forth herein.

#### **2. OPERATOR SHALL:**

- a. Be permitted to utilize the City Facility to provide Services on the dates and times as specified in the MOU, or as otherwise agreed to by both parties in writing. Operator shall only use that portion of the City Facility as designated by City staff for Operator’s use. City staff may expand, limit, or remove from use by Operator any and all portions of the City Facility by later written designation.
- b. Provide all prizes and other incidental items, to be paid for with proceeds from the Services.
- c. Ensure that the Operator or Operator’s personnel performing Services at the City Facility:
  - i. Meet any requirements for background checks (through the Department of Justice or other background check resource), required education or professional certification, and required insurance, as applicable. The City will conduct required background screenings for any volunteers conducting Bingo games at the Senior Center.
  - ii. Use the City Facility in a manner compliant all rules, regulations and policies of the City applicable to the City Facility.
  - iii. Assist in setting up or breaking down equipment used in the City Facility for providing Services, unless otherwise allowed by the City.
  - iv. Notify the City in writing of:
    1. Damage to the property or unsafe conditions resulting from, or discovered during, performance of Services;

2. Conditions at the City Facility that require repair or maintenance in order to conduct Services;
  3. Vandalism, damage, or unsafe conditions at the City Facility that are discovered by the Operator upon arrival at or during the use of the City Facility.
- d. Cooperate fully with all reasonable requests from City staff.
  - e. Use the City Facility for performance of the Services and the Program, and for no other purpose.
  - f. Conduct the Services at the City Facility, at all times, in a safe, orderly and professional manner so as not to create a disturbance or nuisance, and so as not to impact any other uses of the City Facility or other City property, or to bother or harass any persons present at the City Facility.

## **2. THE CITY OF ANTIOCH SHALL:**

- a. During the term of the MOU, donate to Operator the use of those portions of the City Facility designated by staff on the dates and times as specified in the MOU, or as approved in advance and in writing by the City Manager or the City's Parks and Recreation Director or designee, and allow the Operator to use such portions of the City Facility as further specified herein at no cost for such use.
- b. Upon request, subject to availability and approval by the City Manager, City's Parks and Recreation Director or designee, allow the Operator to use specified City desks, tables, chairs, and other equipment at the City Facility, as reasonably necessary for the provision of the Services.
- c. Keep the City Facility in good repair and in a condition reasonably suitable for the Operator to perform Services, including the City's provision of maintenance and janitorial services.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS.**

Before beginning performance under this MOU, Operator, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this MOU by Operator and its agents, representatives and employees. Operator shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Operator shall maintain the insurance policies required by this section throughout the term of this MOU. Verification of the required insurance shall be submitted and made part of this MOU prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

**1.1 Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

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

**1.4 Other Insurance Provisions.** Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

**1.4.1 *Additional Insured Status.*** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Operator including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Operator's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**1.4.2 *Primary Coverage.*** For any claims related to this contract, the Operator's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Operator's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.



**1.4.3 *Notice of Cancellation.*** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**1.4.4 *Waiver of Subrogation.*** Operator hereby grants to City a waiver of any right to subrogation which any insurer of said Operator may acquire against the City by virtue of the payment of any loss under such insurance. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

**1.4.5 *Deductibles and Self-Insured Retentions.*** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Operator to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**1.4.6 *Claims made policies.*** If any of the required policies provide claims-made coverage:

**1.4.6.1** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

**1.4.6.2** Insurance must be maintained and evidence of insurance must be provided for the entire term of the contract.

**1.4.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Operator must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the term of the agreement.


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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Response to Grand Jury Report No. 2405,  
"Challenges Facing the City of Antioch" Addendum

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Approving an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024 in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: "Challenges Facing the City of Antioch" Addendum (Exhibit 1); and
2. Authorizing the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

### **FISCAL IMPACT**

Responding to the Grand Jury report required staff time. Fiscal impacts of implementing the recommendations in the report are not yet identified.

### **DISCUSSION**

In June 2024, the City of Antioch received the attached Grand Jury report entitled, "Challenges Facing the City of Antioch". On September 10, 2024, the City Council discussed and approved the attached response, by Resolution 2024/124, to the Grand Jury Report 2405 that was subsequently submitted to the Grand Jury.

On October 7, 2024, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information be provided for noncompliant responses to Findings 6 and 13, and Recommendations 1 through 5. Staff is requesting City Council provide additional information to clarify the original responses provided at the September 10<sup>th</sup> City Council meeting.

On November 12, 2024 (Attachment B) and November 26, 2024 (Attachment C), the City Council provided responses to the Grand Jury's request for additional information. Staff

have prepared the response based on direction provided by Council and is seeking approval of response.

**ATTACHMENTS**

- A. Resolution  
Exhibit 1 to Resolution – 2405 Grand Jury Response Addendum Letter
- B. Staff Report from November 12, 2024 Council Meeting
- C. Staff Report from November 26, 2024 Council Meeting

**RESOLUTION NO. 2024/\*\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN  
ADDENDUM TO PREVIOUS RESPONSES PROVIDED TO CONTRA COSTA  
COUNTY CIVIL GRAND JURY AND AUTHORIZING THE MAYOR TO SIGN AND  
SUBMIT EXPLANATORY RESPONSES TO GRAND JURY REPORT NO. 2405 -  
CHALLENGES FACING THE CITY OF ANTIOCH**

**WHEREAS**, the City of Antioch received Contra Costa County Civil Grand Jury (Grand Jury) Report No. 2405 – “Challenges Facing the City of Antioch”;

**WHEREAS**, a written response to the Grand Jury is required under California Penal Code § 933.05 (b);

**WHEREAS**, on August 27, 2024, the City Council adopted a resolution approving a written response to the Grand Jury report: “Challenges Facing the City of Antioch” and authorized the Mayor to sign it;

**WHEREAS**, on September 11, 2024, the City Council’s response was submitted in writing to the Grand Jury; and

**WHEREAS**, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information for non-compliant responses to Findings 6 and 13 and Recommendations 1 through 5.

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

1. Approves an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024, in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: “Challenges Facing the City of Antioch” Response Addendum (Exhibit 1), and
2. Authorizes the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 10<sup>th</sup> day of December 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

December 10, 2024

The Honorable Terri Mockler  
Presiding Judge of Contra Costa County Superior Court  
725 Court Street  
PO Box 431  
Martinez, CA 94553-0091

Re: **City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury Report No. 2405: Challenges Facing the City of Antioch - Addendum**

Dear Judge Mockler,

On October 4, 2024, the City of Antioch received two letters from Mr. Ed Sarubbi regarding the City's response to Grand Jury Report 2405, Challenges Facing the City of Antioch. According to Mr. Sarubbi, the Grand Jury found that the City's responses to specific Findings and Recommendations provided on September 11, 2024, did not comply with the requirements of Section 933.05 of the California Penal Code.

The identified Findings were Findings 6 and 13. The Grand Jury requires an explanation be included with the City's original response of "The City disagrees with this finding".

The Addendum to these **Findings** is here below.

**F6.** *The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).*

The response to this Finding is as follows:

*The City disagrees with this finding.* The Mayor and certain City Council members do not believe that they have overstepped their authority regarding personnel matters which are under the purview of the City Manager and Human Resources. We have instructed the City Manager to send a separate communication with correspondence from our Human Resources Department concerning the employment matter involving the Public Works Director that will demonstrate that there was no interference on the part of the City Council. This information will include a timeline and fact pattern regarding the termination in the employment matter referenced, to the extent that the information is disclosable under personnel rules. As noted, included in the City of Antioch's Municipal Code under Title 2: Administration is § 2-2.10 Council Interference, which includes that the Council must work solely with the City Manager to deal with administrative services, and the Council commits to abide by this and to



refrain from interfering with the carrying out of city operations under the administration of the City Manager.

**F13.** *Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.*

The response to this Finding is as follows:

*The City disagrees with this finding.* The City of Antioch has historically always had a vacancy rate near its current levels. The new City Manager will be completing a vacancy review during the upcoming budget cycle to assess the operational needs of each department and review open positions for both relevancy and necessity going forward. As a follow up to this response, information will be sent to you which shows vacancy rates over time, once gathered and analyzed. The Council has funded certain positions and directed city staff to fill these, and they have not always done so, for example when additional code enforcement officers were authorized. In addition, the City Manager has had to request that some positions be posted once she arrived and states various reasons hiring has not occurred which relate to operations and the needs of departments, as well as other factors that make recruitment and retention challenging. The process of hiring and recruitment of employees and the timeline for such does not include council directive and is an administrative function of the City Manager. When the Council does contribute it is for initiatives to recruit staff to our city, like the Incentive Bonus to hire police officers after the Antioch Police Department began to lose officers due to the investigation involving some of its members began in 2023. Too, the City has a reserve fund balance due to the salary savings created because of positions which have been funded, yet not hired. Note that the City had compaction issues in its Public Works Department which impacted the recruitment and retention in that area, and we directed the City Manager at that time to investigate this two years ago. Too, the Council has not seen a General Plan update for years and we are unsure of what type of staffing is needed for the City, thus we must rely on the City Manager to oversee this function and report back to us when she needs support.

The Grand Jury also requested additional information be provided on **Recommendations** 1 through 5. The Addendum to these responses is here below.

**R1.** *The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation.* A new City Manager was hired and began on October 7, 2024. A detailed summary of the process will be provided to you in a separate communication as the information is being compiled at this time.

**R2.** *The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation.* Again, we note that included in the City of Antioch's Municipal Code under Title 2: Administration is § 2-2.10 Council Interference, which states that the Council must work solely with the City Manager to deal with administrative services, and the Council commits to abide by this and to refrain from interfering with the carrying out of city operations under the administration of the City Manager.

**R3.** *The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation.* The City Manager was hired and began on October 7, 2024. One of the priorities that we have set for her is to address the recruitment and appointment of permanent department heads to fill current department head vacancies. She will need time to assess the current issues and will work to have permanent department heads appointed and in place over the next year.

**R4.** *By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation.* The Council has instructed the City Manager to complete a comprehensive operational assessment for each department over the next year, and to report back to Council on the findings and recommendations and interventions needed which come out of this undertaking.

**R5.** *By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation.* The City Manager will work with the City Attorney to hold a series of training sessions on the Brown Act requirements no later than the end of Quarter 1, 2025 for the Mayor, City Council members and relevant

city employees, as well as all official Boards and Committees of the City of Antioch. In addition, the City Manager will work with the City Attorney to hold a Public Records Act Training for the Mayor, City Council members and relevant city employees, as well as all official Boards and Committees of the City of Antioch.

On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses comprehensive and helpful in this matter.

Sincerely yours,


Lamar A. Hernandez-Thorpe  
Mayor, City of Antioch

cc: Joanne Sarmiento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson  
Antioch City Council  
Bessie Marie Scott, City Manager  
Thomas Lloyd Smith, City Attorney, City of Antioch

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Response to Grand Jury Report No. 2405,  
"Challenges Facing the City of Antioch" Addendum

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. approving an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024 in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: "Challenges Facing the City of Antioch" Addendum (Exhibit 4) and
2. authorizing the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

**FISCAL IMPACT**

Responding to the Grand Jury report required staff time. Fiscal impacts of implementing the recommendations in the report are not yet identified.

**DISCUSSION**

In June 2024, the City of Antioch received the attached Grand Jury report entitled, "Challenges Facing the City of Antioch" (Exhibit 1). On September 10, 2024, the City Council discussed and approved the attached response, by Resolution 2024/124, to the Grand Jury Report 2405 that was subsequently submitted to the Grand Jury (Exhibit 2).

On October 7, 2024, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information be provided for noncompliant responses to Findings 6 and 13, and Recommendations 1 through 5 (Exhibit 3). Staff is requesting City Council provide additional information to clarify the original responses provided at the September 10<sup>th</sup> City Council meeting.

Per Section 933.05 of the California Penal Code, the City's responses to the following were noncompliant and require additional explanation:

**F6.** *The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).*

(Original) Response      *The City disagrees with this finding.*

**F13.** *Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.*

(Original) Response      *The City disagrees with this finding.*

**R1.** *The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.*

(Original) Response      *The City agrees with this recommendation.*

**R2.** *The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.*

(Original) Response      *The City agrees with this recommendation.*

**R3.** *The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.*

(Original) Response      *The City agrees with this recommendation.*

**R4.** *By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.*

(Original) Response      *The City agrees with this recommendation.*

**R5.** *By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.*

*(Original) Response      The City agrees with this recommendation.*

## **ATTACHMENTS**

### **A. Resolution**

Exhibit 1 Grand Jury Report 2405 – Challenges Facing the City of Antioch

Exhibit 2 Original Grand Jury Response - 2405

Exhibit 3 Grand Jury Noncompliant Letter – Request for Additional Findings Information and Grand Jury Noncompliant Letter – Request for Additional Recommendations Information

Exhibit 4 Response Addendum



**ATTACHMENT “A”**

**RESOLUTION NO. 2024-XXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN  
ADDENDUM TO PREVIOUS RESPONSES PROVIDED TO CONTRA COSTA  
COUNTY CIVIL GRAND JURY AND AUTHORIZING THE MAYOR TO SIGN AND  
SUBMIT EXPLANATORY RESPONSES TO GRAND JURY REPORT NO. 2405 -  
CHALLENGES FACING THE CITY OF ANTIOCH**

**WHEREAS**, the City of Antioch received Contra Costa County Civil Grand Jury (Grand Jury) Report No. 2405 – “Challenges Facing the City of Antioch” (Exhibit 1);

**WHEREAS**, a written response to the Grand Jury is required under California Penal Code § 933.05 (b);

**WHEREAS**, on August 27, 2024, the City Council adopted a resolution approving a written response to the Grand Jury report: “Challenges Facing the City of Antioch” and authorized the Mayor to sign it;

**WHEREAS**, on September 11, 2024, the City Council’s response was submitted in writing to the Grand Jury (Exhibit 2);

**WHEREAS**, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information for noncompliant responses to Findings 6 and 13 and Recommendations 1 through 5 (Exhibit 3).

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

1. approves an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024, in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: “Challenges Facing the City of Antioch” Response Addendum (Exhibit 4), and
2. authorizes the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

\* \* \* \* \*

**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 22<sup>nd</sup> day of October 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

# Grand Jury

EXHIBIT 1

725 Court Street  
P.O. Box 431  
Martinez, CA 94553-0091

# Contra Costa County



June 14, 2024

Antioch City Council  
P.O. Box 5007  
Antioch, CA 94531-5007



Dear Antioch City Council:

Attached is a copy of Grand Jury Report No. 2405, "Challenges Facing the City of Antioch" by the 2023-2024 Contra Costa County Grand Jury

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency, or department responsible for responding to the report. Please respond to the Findings and Recommendations as they apply to your agency. Please also confirm in writing that the person responding to the report is authorized to do so. As the responding person or person responding on behalf of an entity, please indicate one of the following actions with respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the cases of both (2) and (3) above, please specify the portion of the finding that is disputed, and include an explanation of the reasons therefor.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

The Penal Code also prescribes the obligations of a governing board or elected county official

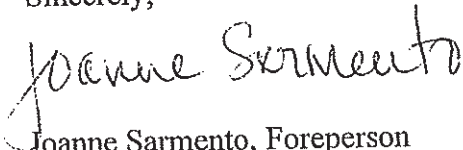
with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to these recommendations and to the supporting findings, as directed in the report.

After reviewing the response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) an electronic copy by e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov). The response must be submitted to the Grand Jury no later than **Monday, September 13, 2024**.

Finally, please note that this report is provided at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read "Joanne Sarmiento". The signature is fluid and cursive, with the first name "Joanne" written in a larger, more prominent script than the last name "Sarmiento".

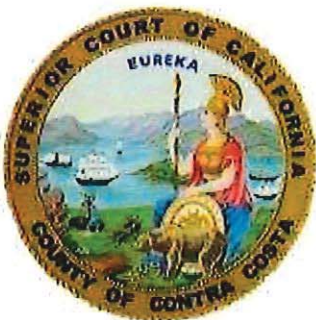
Joanne Sarmiento, Foreperson  
20223-2024 Contra Costa County Civil Grand Jury

Cc: Kwame Reed

# **A Report of The 2023 – 2024 Contra Costa County Civil Grand Jury**

Report 2405  
6/12/2024

## **Challenges Facing the City of Antioch**




**A Report of  
The 2023 – 2024 Contra Costa County  
Civil Grand Jury**

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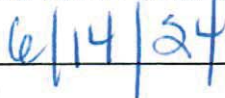
**Challenges Facing the City of Antioch**

APPROVED BY THE GRAND JURY

  
\_\_\_\_\_  
JOANNE SARMENTO

GRAND JURY FOREPERSON

Date

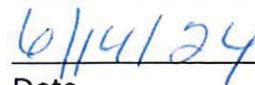
  
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6/14/24

ACCEPTED FOR FILING

  
\_\_\_\_\_  
Hon. TERRI MOCKLER

JUDGE OF THE SUPERIOR COURT

Date

  
\_\_\_\_\_  
6/14/24



## SUMMARY

Antioch is a dynamic and diverse city that faces a number of challenges. Among these challenges are:

1. Turnover in city leadership (six permanent or acting City Managers since 2013) which has resulted in an average tenure for Antioch City Managers that is less than half the state average (less than two years vs. 4.5-year average).
2. A city employee vacancy rate that is 4-times the national average (21.6% vs. 5.3%).
3. Possible Brown Act violations by the Mayor and certain City Council members, as outlined in a letter to Antioch's Acting City Manager from the Contra Costa District Attorney (see Appendix A).

An important first step in addressing the challenges facing Antioch will be stabilizing leadership by hiring an experienced and qualified City Manager. The city has hired a Human Resources consulting firm and is in the process of recruiting a City Manager. A new City Manager's success will depend, in part, on the Mayor and City Council creating an environment that while maintaining the oversight required by city ordinances, enables the City Manager to operate with independence, as also mandated by city ordinances. The Mayor and City Council should also perform their functions in compliance with the Brown Act.

This report details the Grand Jury's research and findings related to the challenges facing Antioch. We conclude with our recommendations to help address these challenges.

## BACKGROUND

### Why This Report?

Controversy regarding the Antioch Police Department was receiving wide press attention at the time the Grand Jury was considering topics to investigate during its 2023-2024 term. We concluded that the police force was receiving adequate attention from other investigative bodies, including the Federal Bureau of Investigation and the Contra Costa County District Attorney's Office. However, the Grand Jury learned that the issues surrounding the police force are related to other issues of oversight and management within city government. In particular, we noted the average tenure for Antioch City Managers has been less than half the California state average over the last decade (average City Manager tenure of less than 2 years in Antioch vs. 4.5 years for the state).

Accordingly, the Grand Jury decided to examine the issue of turnover in city leadership. In pursuing this investigation, the Grand Jury learned that in addition to a high level of turnover in the City Manager position, Antioch has a city employee vacancy rate in excess of 20% (the national average for government agencies is 5.3%). Seven of the eleven most senior positions in Antioch city government are currently filled with acting (not permanent) or part-time personnel.

Our investigation also raised concerns regarding the Mayor and City Council's involvement in operating issues that are the responsibility of the City Manager. All of these issues are interrelated as is discussed later in this report.

Our investigation revealed evidence that one or more violations of the Brown Act, the California law requiring open and public meetings, may have occurred. We also learned that the Contra Costa County District Attorney's Office investigated potential Brown Act violations. The District Attorney's findings are discussed later in this report and in Appendix A.

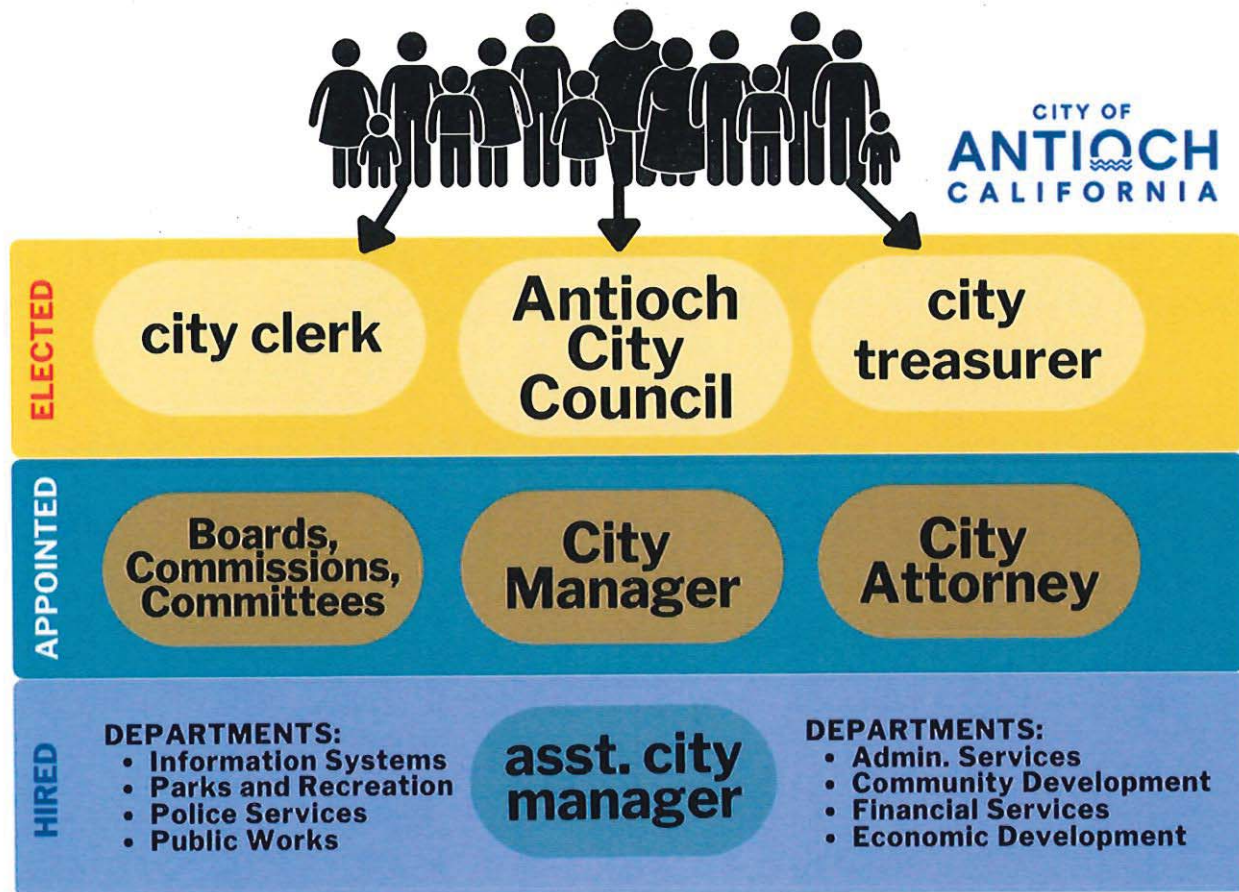
### **Antioch Government Structure**

In examining the issue of turnover in Antioch city leadership it is helpful to first understand the structure of Antioch's local government. Like many California cities, Antioch is a general law city, operating under the Council-Manager form of government. Policymaking and legislative authority are vested in a five-member city council, which consists of a mayor and four council members. The four council members are elected by district, with the mayor elected city-wide. All serve four-year staggered terms. Under city ordinances the mayor and council hire and supervise the City Manager and City Attorney. The City Manager is responsible for day-to-day operations of the city, including supervision of all city employees (Antioch City Code § 2-2.06).

Under its Council-Manager structure, and as specified in city ordinances, the Antioch City Council has the responsibility of appointing the City Manager and City Attorney (Antioch City Code § 2-2.02). The City Manager serves as the chief administrative officer of the city, with responsibility for day-to-day operations of the city and the hiring and supervision of the Assistant City Manager as well as nine department heads. The department heads, in turn, hire and supervise departmental employees. See Exhibit 1. Under city ordinances the City Council, including the Mayor, have no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

Given the City Manager's role as chief administrative officer of Antioch, this position is critical to the City's successful operation. A vacancy in this position creates a void in city leadership and prevents the appointment of new permanent department heads when there is turnover. Antioch's policy is to defer the appointment of new department heads until a permanent City Manager is in place. This policy allows the permanent City Manager to appoint their own staff. Because the city has not had a permanent City Manager since March 2023, no new permanent department heads have been appointed since that time. As a result, the city now has acting heads in five of its nine most senior staff positions (three department heads, the City Manager, and the Assistant City Manager).

## EXHIBIT 1



Source: City of Antioch website

### A Bit About Antioch

Antioch is the second largest city in Contra Costa County, with a population of approximately 115,000. It is also among the county's most racially diverse cities (see Table 1, Antioch At-A-Glance for details).

Affordable housing relative to other parts of the county has contributed to meaningful population growth in Antioch in recent decades. Improving transportation infrastructure, including a BART extension, has also made Antioch a more desirable community for commuters. As the city's population has grown it has experienced significant demographic shifts, which are highlighted in Table 1.



**TABLE 1**

## Antioch At-A-Glance

	<b>Antioch</b>		<b>Contra Costa County</b>	
	<b>2010</b>	<b>2022</b>	<b>2010</b>	<b>2022</b>
Population	102,372	115,264	1,049,025	1,156,966
Population Growth		12.6%		10.3%
Land Area (square miles)		28.4		715.9
Housing Units	32,252	36,639	400,203	430,081
Homeownership Rate	NA	61.5%	67.1%	67.2%
Racial Mix				
White (a)	35.6%	25.4%	47.8%	39.8%
Hispanic/Latino	31.7%	35.5%	24.4%	27.0%
Asian	10.5%	13.7%	14.2%	20.2%
Black/African American	17.3%	19.5%	8.9%	9.5%
Other	4.9%	5.9%	4.8%	3.5%
Household Income (median)	\$62,088	\$90,709	\$73,678	\$120,020
HH Income as % of County Average	84%	76%		
Poverty Rate	9.2%	12.1%	9.0%	8.7%
High School Graduates (b)		85.6%		89.7%
Bachelor's Degree (b)		23.0%		44.5%

(a) Not Hispanic or Latino

(b) Among adults 25 or older

**Source: US Census Bureau**

## METHODOLOGY

- We interviewed government officials in Antioch and experts in city government practices and regulation.
- We reviewed press reports and other documents related to Antioch's city government operations and performance.
- We reviewed recordings and transcripts of city council meetings.
- We reviewed city budgets for the past 20 years.
- We also reviewed documents related to city government best practices.

## **DISCUSSION**

### **Excessive City Manager Turnover is a Negative for Antioch**

Over the past ten years, Antioch has had six permanent or acting city managers, with an average tenure of less than two years (see Table 2). At least two of the city's last three permanent city managers were terminated by the Mayor and City Council or resigned under threat of termination.

While turnover among city managers can be healthy, bringing new approaches and fresh views to city government, excessive turnover in leadership in any organization will be disruptive to that organization. According to data from the California City Managers Foundation, the average tenure of a City Manager in California is slightly over 4.5 years. This compares to the average in Antioch of less than 2 years.

The level of turnover for City Managers in Antioch has impacted the city in several ways. First and perhaps most importantly, it is disruptive to city operations. The City Manager is responsible for hiring and directly supervising all department heads. As highlighted in Exhibit 1, in Antioch this includes Community Development, Economic Development, Financial Services, Human Resources, Information Systems, Recreation, Police Services, Public Safety, and Public Works, as well as Assistant City Manager. As previously noted, as a result of having no permanent City Manager for over a year, the city has delayed appointing permanent department heads who supervise day-to-day operations in such critical departments as Public Works, Community Development and the Police Department. In addition, the Directors of the Economic Development and Recreation Departments are currently serving as Acting City Manager and Acting Assistant City Manager, respectively. Accordingly, these departments do not have full-time Directors. As a result, more than half of the city departments are headed by acting or part-time directors.

TABLE 2

## Antioch City Managers

Name	Title	Begin Date	End Date	Tenure (months) (a)
Kwame Reed	Acting City Manager	6/23/2023		12 months
Forest Ebbs	Acting City Manager	3/17/2023	7/14/2023	4 months
Ana Cortez	Acting City Manager	3/15/2023	3/17/2023	< 1 month
Cornelius (Con) Johnson	City Manager Interim City Manager	22-Oct 21-Nov	7/14/23 - Resigned 3/2023 - On administrative leave	16 months (until on leave)
Ron Bernal	City Manager	17-Mar	12/2021 - Retired	57 months (4.5 years)
Steve Duran	City Manager	13-Dec	4/2017 - Terminated 3/2017 - On administrative leave	39 months (until on leave)

*Average Tenure: 21 months*

**Notes:**

(a) There can be overlap in manager's tenure reflecting timing of hiring and departure

Source: City of Antioch press releases, media reports



Turnover in the City Manager position also imposes incremental costs on the city. These costs include duplicative salaries when City Manager tenures overlap. This was the case when former City Managers Steve Duran and Cornelius Johnson were placed on administrative leave before being replaced. Other costs include recruiting, training, and severance expenses. Mr. Duran received one year of severance pay (\$230,000) following his termination.

The Antioch City Manager has broad responsibilities including oversight of a roughly \$100 million general fund budget and responsibility for an authorized staff of over 400 full-time personnel. High turnover means more time on the learning curve for each new City Manager.

Appointing a qualified and effective permanent City Manager is an important first step for Antioch in addressing current challenges, including filling key department head vacancies, reducing the employee vacancy rate, and managing a large and complex organization. For the new City Manager to succeed, the Mayor and City Council must create an environment that enables the City Manager to operate with the authority vested in the position and without interference, as outlined in city ordinances (Antioch City Code § 2-2.06 and § 2-2.10) as well as in the position's job description<sup>1</sup>. In particular, city ordinances specify that "Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council, nor any member thereof, shall give orders to any of the subordinates of the City Manager" (Antioch City Code § 2-2.10).

The job description Antioch posted in its recruiting process calls out the need for the new City Manager to work effectively with staff while providing "appropriate buffering between the City Council and the Department Directors." In addition, the City Manager is tasked with "refereeing elected official involvement" in city operations and ensuring compliance with the Brown Act. These are critical and difficult tasks.

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<sup>1</sup> The Antioch City Manager's job description can be found here: [https://www.antiochca.gov/fc/human-resources/document-warehouse/IEDA223\\_CITY%20MANAGER.pdf](https://www.antiochca.gov/fc/human-resources/document-warehouse/IEDA223_CITY%20MANAGER.pdf)

## High Employee Vacancy Rates Negatively Impact City Services

In addition to turnover in city leadership, Antioch currently experiences a level of vacancies in city staff that is roughly four-times the national average. These issues are related. In the absence of a permanent City Manager, three department head positions have not been filled permanently. The Community Development and Public Works Departments have not had permanent Directors for over a year (see Table 3). This has delayed the hiring process for staff members within these departments. Multiple interviewees noted that turnover at senior levels of city management has negatively impacted recruitment efforts because job candidates are often reticent to accept a position when the permanent supervisor is not in place. Table 4 provides data on the vacancy rates for the three departments currently without permanent department heads.

**TABLE 3**

### Antioch Department Heads

Department	Director	Status	Tenure (a)
City Manager	Kwame Reed	Acting	12 months
Assistant City Manager	Bradley Helfenberger	Acting	10 months
Community Development	Kevin Scudero	Acting	13 months
Economic Development	Kwame Reed	Part-time	
Financial Services	Dawn Merchant	Permanent	
Human Resources	Ana Cortez	Permanent	
Information Systems	Alan Barton	Permanent	
Recreation	Bradley Helfenberger	Part-time	
Police Services	Brian Addington	Acting	3 months (b)
Public Safety/Comm. Resources	Tasha Johnson	Permanent	
Public Works	Scott Buenting	Acting	16 months

(a) Number of months person has served as Acting Director

(b) Acting Chief Addington replaced Acting Chief Joe Vigil, who served in the role for 6 months

Source: City of Antioch, media reports

Figure 1 tracks the employee vacancy rate in Antioch since 2012. Vacancy rate refers to the percentage of authorized and funded positions in the city that are currently unfilled. Between 2012 and 2023 the vacancy rate in Antioch city government positions has averaged roughly 12% each year. This has spiked to over 21% in the past two years, with a vacancy rate of 21.6% as of February 2024. For comparison purposes according to the U.S. Bureau of Labor Statistics, the employee vacancy rate for all U.S. employers as of February 2024 was 5.3%. The vacancy rate for state and local governments (excluding education) was also 5.3%.<sup>2</sup>

Staff turnover in Antioch contributes to the city's vacancy rate. Since July 1, 2022, the city has hired 102 new employees (out of a total authorized staff of approximately 409). Over the same period, 98 employees have departed. Recurring reasons cited by employees for leaving their jobs included: (1) overwork in the context of understaffing and (2) dysfunction within and lack of support from the City Council.

Job vacancies in Antioch's city government are broad-based, covering most departments. The police department has engaged in proactive recruiting efforts (including a current \$30,000 recruitment bonus and other incentives for Police Officer positions) which has helped reduce the vacancy rate in that department. Nevertheless, the department still has approximately 30 open positions. The vacancy rates in the Community Development and Public Works departments, the other two departments without permanent heads, exceed the city-wide average vacancy rate.

**Table 4**

### Department Vacancy Rates

	Filled Positions	Funded Positions	Vacancy Rate
Community Development	20	31	35%
Police Services	128	157	18%
Public Works (a)	87	117	26%
<b>TOTAL City</b>	<b>315</b>	<b>409</b>	<b>23%</b>

(a) includes water and sewer departments

Data reflects full time equivalent positions, excluding seasonal and temporary staff

**Source:** Fiscal 2023-2025 Antioch City Budget

Vacancy rates for government agencies tend to be higher in the San Francisco Bay Area than the nation overall<sup>3</sup>. This is a function of a tight local labor market and high local cost of living, among other factors. For example, the vacancy rate (as of 2023, the most recently available data) for San Francisco was 14%, Concord 11%, Richmond 19%, and Oakland 12% (excluding unfunded and frozen positions). While all these cities have rates well above the national average, Antioch's 21% rate stands out at nearly four-times the national average.

<sup>2</sup> U.S. Bureau of Labor Statistics, Economic News Release, 4/2/24.

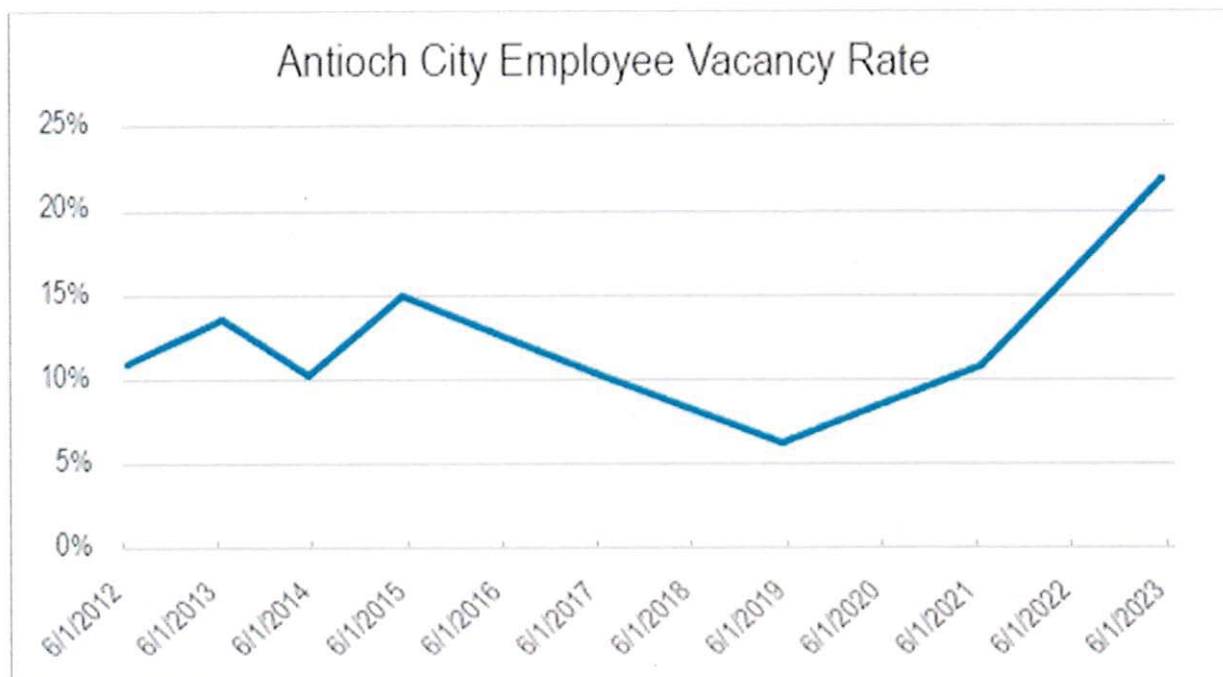
<sup>3</sup> "Civil Service Vacancies in California: 2022-2023", UC Berkeley Labor Center, December 12, 2023.



Antioch's employee vacancy rate has negative implications for several reasons. Most importantly, services to citizens have been negatively impacted by a lack of staff. For example, limited staffing has caused delays in certain capital projects. This includes traffic signal installations; road improvements and park renovations have been delayed due to staffing issues in the Public Works Department. Longer response times for police services have resulted from staffing shortages in the Police Department. The Mayor and Council Members have cited police staffing shortages and associated slower police response times as contributors to the higher crime rate the city has experienced in the past three years. Total Group A offenses in Antioch (the most serious crimes) have increased from 5,733 in 2021, to 6,130 in 2022, to 7,257 in 2023, with a further 24% increase year-to-date through April in 2024.

In addition to the negative impact on services to citizens, staff shortages impose an additional work burden on existing staff. This negatively impacts staff morale, contributing to the city's high employee turnover rate. Finally, staff shortages lead to increased overtime expenses and the need to outsource services.

**FIGURE – 1**



In the course of numerous interviews, the Grand Jury learned that turnover in the City Manager position and high employee vacancy rates are both related to a failure, at times, by the Mayor and City Council to respect the City Manager's operating authority. As previously noted, Antioch's government structure calls for the City Manager to make hiring decisions (with the exception of City Attorney) and oversee day-to-day operations of the city. However, Antioch's Mayor and City Council have on occasion overstepped their authority in seeking to implement personnel and other changes that are the responsibility of the City Manager.

Examples over the last three years include efforts by certain Council Members to direct the City Manager to fire then Public Works Director John Samuelson in December 2022. Mr. Samuelson was terminated, but subsequently received a settlement and severance totaling \$244,000. Other examples include pressure to hire Gregory Rolen as a consulting attorney in November 2022. Mr. Rolen was hired without prior approval of his contract, as required by Antioch Resolution #2021/26 (adopted 2/26/21). Mr. Rolen's contract was subsequently terminated after payment of a \$39,000 fee. Finally, the Grand Jury learned of instances of Council Members setting up meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10). The Grand Jury found evidence that Council interference with City Manager responsibilities contributed to the departures of some of the recent City Managers. In turn, the City Managers' departures contributed to subsequent increases in employee vacancy rates due in part to extended vacancies in key department head positions.

### **Brown Act Compliance**

The Ralph M. Brown Act (California Code § 54950, et. seq.) is a California law that specifies, among other things, that government business must be conducted in open and public meetings, with limited exceptions. In particular, elected government officials cannot meet as a group in private, unannounced, and/or secret sessions to discuss government business<sup>4</sup>.

A meeting is defined as a "congregation of a majority of the members of a legislative body" (§ 54952.2a). In the case of the city of Antioch, this would be 3 out of 5 Council Members. Under the Brown Act, a meeting and the agenda must be noticed and posted at least 72 hours in advance of the meeting. It must be held in a place accessible to the public. A legislative body may not take action on any item not on the agenda, except to seek information on the topic. The exception is a "closed meeting" to discuss labor negotiations, real estate transactions, personnel issues, and lawsuits. For these, an agenda of closed session items is posted, and any reportable actions taken in closed session are subsequently announced in open session.

A violation of the Brown Act occurs when a majority of members of a governing body are together in an unnoticed meeting, in a place not accessible to the public, and discuss business about their jurisdiction (or disclose privileged information from closed meetings). Violations of the Brown Act are a misdemeanor, with penalties including fines of up to \$1,000, imprisonment in state prison, and/or permanent disqualification from holding any office in California.

In the course of our investigation, the Grand Jury discovered evidence that one or more Brown Act violations may have occurred involving members of the Antioch City Council. The Grand Jury learned that the hiring of former City Manager Cornelius Johnson may have been discussed at a private meeting in October 2021 with Mayor Hernandez-Thorpe and Council members Monica Wilson and Tamisha Torres-Walker. This meeting was held without public notice and

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<sup>4</sup> The full text of the Brown Act can be found at:

[https://leginfo.ca.gov/faces/codes\\_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5](https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5).



without the participation of the full Council. Mr. Johnson was subsequently hired as Acting City Manager in a 3-2 council vote on November 9, 2021, with Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker voting yes, and Council members Michael Barbanica and Lori Ogorchock voting no.

The Contra Costa District Attorney's Office conducted an investigation into alleged violations of the Brown Act by Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker (see Appendix A for details on the District Attorney's findings). The District Attorney's investigation focused on meetings held at Mayor Hernandez-Thorpe's home in 2022 that may have involved discussions regarding restructuring the Public Works Department, hiring a City Engineer and redistricting the city's electoral map.

The Grand Jury found evidence that the meetings cited by the District Attorney took place at the dates and locations specified in the District Attorney's letter (Appendix A). The Grand Jury was unable to independently confirm the content of those meetings.

In concluding its investigation into potential Brown Act violations in Antioch, the District Attorney noted that there was insufficient evidence to prove beyond a reasonable doubt that intentional violations occurred. The District Attorney's Office nevertheless noted that it "has serious concerns that noncompliance with the Brown Act may have occurred" and indicated that "any similar meeting on matters concerning the city could subject Council members to criminal liability." (See Appendix A).

The Grand Jury found that the city of Antioch has not historically provided formal training on Brown Act compliance to Council members. Following the District Attorney's investigation, a formal session on the Brown Act and Brown Act compliance was held at the City Council meeting on February 13, 2024. Given the importance of Brown Act compliance, we encourage the Council to consider conducting similar training events on an ongoing basis.

## **FINDINGS**

- F1.** Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$100 million general fund budget and an authorized staff of over 400 employees.
- F2.** The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.
- F3.** As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.
- F4.** There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.



- F5.** Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).
- F6.** The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).
- F7.** The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).
- F8.** Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.
- F9.** In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.
- F10.** The Police, Public Works and Community Development departments currently are without permanent department heads.
- F11.** Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).
- F12.** The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.
- F13.** Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.
- F14.** The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.
- F15.** The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

## RECOMMENDATIONS

- R1.** The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.
- R2.** The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.
- R3.** The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.
- R4.** By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.
- R5.** By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

## REQUEST FOR RESPONSES

Pursuant to California Penal Code § 933(b) et seq. and California Penal Code § 933.05, the 2023-2024 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

Responding Agency	Findings	Recommendations
Antioch City Council	F1 – F16	R1 – R5

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

## **APPENDIX A**

**NOTE:** The letter from the Contra Costa County District Attorney's Office is incorrectly dated January 4, 2023. The Grand Jury has confirmed with the District Attorney's Office that the correct date is January 4, 2024.





OFFICE OF THE DISTRICT ATTORNEY  
CONTRA COSTA COUNTY

*Diana Becton*  
DISTRICT ATTORNEY

January 4, 2023

Kwame Reed  
Acting City Manager  
City of Antioch  
200 H Street  
Antioch, CA 94509

RE: Alleged violations of the Brown Act by Antioch City Council members

Dear Mr. Reed:

The Contra Costa County District Attorney's Office was contacted earlier this year regarding alleged violations of the Brown Act by Antioch Mayor Thorpe, Antioch Councilmember Torres-Walker and Antioch Councilmember Wilson. Specifically, we were told that those three council members met in private to discuss matters within the council's jurisdiction regarding the Public Works Department and the hiring of the City Engineer. Our investigation also led to an allegation that those three city officials met in private to discuss the redistricting of the city's electoral map. The District Attorney's Office reviewed these allegations and the applicable law and then interviewed potential witnesses to determine whether any Brown Act violations occurred.

As you are aware, the Brown Act is set forth in California Government Code sections 54950, et seq. Our analysis here is specifically guided by Government Code section 54952.2. That section prohibits a majority of the members of a legislative body to develop a collective concurrence as to action to be taken on any item within the subject matter jurisdiction of the legislative body unless such a meeting is open and public.

In this matter, there is evidence that Mayor Thorpe and Councilmembers Torres-Walker and Wilson met at Mayor Thorpe's home in 2022 and held discussions. Furthermore, it appears that the discussions may have included an agreement to take action on matters within the subject matter jurisdiction of the council. As defined by Government Code section 54952.6, "action taken" means a collective decision, or even a commitment or promise to make a decision, on a matter concerning the city. Our investigation leads us to believe that Mayor Thorpe and Councilmembers Torres-Walker and Wilson did meet and may have developed a collective occurrence absent a public forum.

District Attorney Administration  
900 Ward Street, Fourth Floor  
Martinez, California 94553

(925) 957-8604  
Fax (925) 646-4683

Government Code sections 54959 through 54960.5 set forth the actions that may be taken by the District Attorney's Office to enforce and prevent Brown Act violations. Following our review of the underlying facts and the applicable laws that are relevant to this matter, the District Attorney's Office has serious concerns that non-compliance with the Brown Act may have occurred, however, there is insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute at this time.

We have decided to bring our concerns to your attention in order for you to impress upon the council the importance of the Brown Act and the requirements of the statute. Any similar meeting on matters concerning the city could subject council members to criminal liability. Further, we are referring this letter to the Contra Costa County Grand Jury to provide that body the opportunity to take any action it may deem appropriate.

Thank you for your serious consideration of this matter. As the Brown Act makes clear, the deliberations and actions of our governmental representatives must occur openly and be subject to public scrutiny. If you have any questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

DIANA BECTON  
District Attorney

Steven Bolen  
Deputy District Attorney  
Contra Costa County

cc: Thomas L. Smith, City Attorney, City of Antioch  
Contra Costa County Grand Jury





September 11, 2024

The Honorable Terri Mockler  
Presiding Judge of Contra Costa County Superior Court  
725 Court Street  
PO Box 431  
Martinez, CA 94553-0091

Re: **City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury Report No. 2405: Challenges Facing the City of Antioch**

Dear Judge Mockler,

On behalf of the City of Antioch City Council, this letter is in response to Contra Costa Civil Grand Jury Report No. 2405 – Challenges Facing the City of Antioch. The City Council approved this response at its meeting on September 10, 2024. Pursuant to California Penal Code § 933.05, the City of Antioch has responded to the applicable findings and recommendations.

### Findings

**F1.** Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$100 million general fund budget and an authorized staff of over 400 employees.

*Response* The City agrees with this finding.

*The City's overall budget including general operations and capital improvements is \$146 million.*

**F2.** The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.

*Response* The City agrees with this finding.



**F3.** As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.

*Response*      *The City agrees with this finding.*

**F4.** There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.

*Response*      *The City partially disagrees with the finding.*

*The Antioch City Council has appointed five (5) city managers since December 2013. Human Resources Director, Ana Cortez, was delegated the authority and responsibilities of the city manager position by a former city manager prior to him being placed on administrative leave. Ms. Cortez fulfilled those responsibilities for a period of two (2) days bridging the period between the city manager being placed on administrative leave and the City Council appointing an Acting City Manager. Ms. Cortez was not appointed Acting City Manager by the City Council.*

**F5.** Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

*Response*      *The City agrees with this finding.*

**F6.** The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).

*Response*      *The City disagrees with this finding.*

**F7.** The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).

*Response The City disagrees with this finding.*

*Staff is under the direction from the City Manager to always inform him of these conversations once they have occurred. There has been a history of Council working with staff on topics including Measure W, salary studies, ad hoc committees and standing committees. Committee topics have included matters such as cannabis businesses, social equity and racial justice, unsheltered people, and the Rivertown/Downtown area.*

**F8.** Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.

*Response The City agrees with this finding.*

*As of February 15, 2024, the City-wide vacancy rate was 21% (Acting City Manager).*

**F9.** In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.

*Response The City agrees with this finding.*

**F10.** The Police, Public Works and Community Development departments currently are without permanent department heads.

*Response The City agrees with this finding.*

**F11.** Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).

*Response The City agrees with this finding.*

*The Economic Development Director is currently serving as Acting City Manager. He is not performing "part-time" duties for the Economic Development Department. The role of the Acting City Manager does not allow for any instance of not performing those duties at 100% of the time.*

**F12.** The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.

*Response The City partially disagrees with this finding.*

*Not knowing when the Grand Jury sourced the staffing information for the abovementioned departments, the City cannot verify the information. As of June 30, 2024, the Public Works Department had a 17% vacancy rate and the Community Development Department had a 25% vacancy rate (Acting City Manager).*

**F13.** Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.

*Response The City disagrees with this finding.*

**F14.** The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.

*Response The City agrees with this finding.*

**F15.** The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

*Response The City agrees with this finding.*

## **RECOMMENDATIONS**

The Grand Jury recommends that:

- R1.** The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.

*Response The City agrees with this recommendation.*

- R2.** The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.

*Response The City agrees with this recommendation.*

- R3.** The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.

*Response The City agrees with this recommendation.*

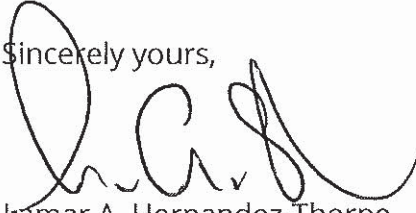
- R4.** By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.

*Response The City agrees with this recommendation.*

- R5.** By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

*Response The City agrees with this recommendation.*

On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses extremely helpful to its future endeavors.

Sincerely yours,  
  
Lamar A. Hernandez-Thorpe  
Mayor  
City of Antioch

Cc: Joanne Sarmento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson  
Antioch City Council  
Kwame P. Reed, Acting City Manager  
Thomas Lloyd Smith, City Attorney, City of Antioch





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**Noncompliant (Lacks Appropriate Response to Findings)**

October 3, 2024

Lamar A. Hernandez-Thorpe  
City of Antioch Mayor  
200 H Street  
Antioch, Ca 94509

Re: Your Response to Grand Jury Report 2405, Challenges Facing the City of Antioch, June 12, 2024

Dear Mr. Hernandez-Thorpe,

The Grand Jury received your response to the above-titled report and finds that it does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

Response to Findings 6 and 13: A response of "The City disagrees with this finding requires an explanation.

Attached is an excerpt of Section 933.05 for your reference.

The Grand Jury requests that you resubmit your response in its entirety within ten days of the date of this letter, following the directions contained in the original letter of transmittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Sarubbi".

Ed Sarubbi

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

2024-25 Contra Costa County Civil Grand Jury

cc: Kwame Reed





Attachment: Penal Code §933.05 (excerpt)

Subdivision (a) of §933.05 of the California Penal Code (excerpt, emphasis added)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.



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## Noncompliant (Lacks Appropriate Response to Recommendations)

October 3, 2024

Lamar A. Hernandez-Thorpe  
City of Antioch Mayor  
200 H Street  
Antioch, Ca 94509

Re: Your Response to Grand Jury Report 2405, Challenges Facing the City of Antioch, June 12, 2024

Dear Mr. Hernandez-Thorpe,

The Grand Jury received your response to the above-titled report and finds that it does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

Response to Recommendations 1, 2, 3, 4, and 5: A response of "The City agrees with this recommendation" is not a valid response.

Attached is an excerpt of Section 933.05 for your reference.

The Grand Jury requests that you resubmit your response in its entirety within ten days of the date of this letter, following the directions contained in the original letter of transmittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Sarubbi".

Ed Sarubbi

Esarubbi@contracosta.courts.ca.gov

2024-25 Contra Costa County Civil Grand Jury

cc: Kwame Reed



Attachment: Penal Code §933.05 (excerpt)

Subdivision (b) of §933.05 of the California Penal Code (excerpt, emphasis added)

- b. For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
1. The recommendation has been implemented, with a summary regarding the implemented action.
  2. The recommendation has not yet been implemented, but will be implemented in the future, **with a timeframe** for implementation.
  3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. **This timeframe shall not exceed six months** from the date of publication of the grand jury report.
  4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor

October XX, 2024

The Honorable Terri Mockler  
Presiding Judge of Contra Costa County Superior Court  
725 Court Street  
PO Box 431  
Martinez, CA 94553-0091

Re: **City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury Report No. 2405: Challenges Facing the City of Antioch - Addendum**

Dear Judge Mockler,

On October 4, 2024, the City of Antioch received two letters from Mr. Ed Sarubbi regarding the City's response to Grand Jury Report 2405, Challenges Facing the City of Antioch. According to Mr. Sarubbi, the Grand Jury found that the City's responses to specific Findings and Recommendations provided on September 11, 2024, did not comply with the requirements of Section 933.05 of the California Penal Code.

The identified Findings were Findings 6 and 13. The Grand Jury requires an explanation be included with the City's original response of "The City disagrees with this finding".

The Addendum to these **Findings** is here below.

**F6.** *The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).*

The response to this Finding is as follows:

*The City disagrees with this finding. [Additional information inserted here]*

**F13.** *Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.*

The response to this Finding is as follows:

*The City disagrees with this finding. [Additional information inserted here]*

The Grand Jury also requested additional information be provided on **Recommendations** 1 through 5. The Addendum to these responses is here below.

**R1.** *The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

**R2.** *The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

**R3.** *The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

**R4.** *By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

**R5.** *By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses extremely helpful to its future endeavors.

Sincerely yours,

Lamar A. Hernandez-Thorpe  
Mayor, City of Antioch


cc: Joanne Sarmiento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson  
Antioch City Council  
Bessie Marie Scott, City Manager  
Thomas Lloyd Smith, City Attorney, City of Antioch



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of November 26, 2024

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Response to Grand Jury Report No. 2405,  
"Challenges Facing the City of Antioch" Addendum

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Approving an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024, in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: "Challenges Facing the City of Antioch" Addendum (Exhibit 4); and
2. Authorizing the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

**FISCAL IMPACT**

Responding to the Grand Jury report required staff time. Fiscal impacts of implementing the recommendations in the report are not yet identified.

**DISCUSSION**

In June 2024, the City of Antioch received the attached Grand Jury report entitled, "Challenges Facing the City of Antioch" (Exhibit 1). On September 10, 2024, the City Council discussed and approved the attached response, by Resolution 2024/124, to the Grand Jury Report 2405 that was subsequently submitted to the Grand Jury (Exhibit 2).

On October 7, 2024, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information be provided for noncompliant responses to Findings 6 and 13, and Recommendations 1 through 5 (Exhibit 3). Staff is requesting City Council provide additional information to clarify the original responses provided at the September 10<sup>th</sup> City Council meeting.

Per Section 933.05 of the California Penal Code, the City's responses to the following were noncompliant and require additional explanation:

**F6.** *The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).*

(Original) Response      *The City disagrees with this finding.*

**F13.** *Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.*

(Original) Response      *The City disagrees with this finding.*

**R1.** *The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.*

(Original) Response      *The City agrees with this recommendation.*

**R2.** *The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.*

(Original) Response      *The City agrees with this recommendation.*

**R3.** *The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.*

(Original) Response      *The City agrees with this recommendation.*

**R4.** *By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.*

(Original) Response      *The City agrees with this recommendation.*

**R5.** *By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.*

(Original) Response      *The City agrees with this recommendation.*

## **ATTACHMENTS**

### **A. Resolution**

Exhibit 1 Grand Jury Report 2405 – Challenges Facing the City of Antioch

Exhibit 2 Original Grand Jury Response - 2405

Exhibit 3 Grand Jury Noncompliant Letter – Request for Additional Findings Information and Grand Jury Noncompliant Letter – Request for Additional Recommendations Information

Exhibit 4 Response Addendum

**RESOLUTION NO. 2024/\*\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AN ADDENDUM TO PREVIOUS RESPONSES PROVIDED TO  
CONTRA COSTA COUNTY CIVIL GRAND JURY AND AUTHORIZING THE MAYOR  
TO SIGN AND SUBMIT EXPLANATORY RESPONSES TO GRAND JURY REPORT  
NO. 2405 - CHALLENGES FACING THE CITY OF ANTIOCH**

**WHEREAS**, the City of Antioch received Contra Costa County Civil Grand Jury (Grand Jury) Report No. 2405 – “Challenges Facing the City of Antioch” (Exhibit 1);

**WHEREAS**, a written response to the Grand Jury is required under California Penal Code § 933.05 (b);

**WHEREAS**, on August 27, 2024, the City Council adopted a resolution approving a written response to the Grand Jury report: “Challenges Facing the City of Antioch” and authorized the Mayor to sign it;

**WHEREAS**, on September 11, 2024, the City Council’s response was submitted in writing to the Grand Jury (Exhibit 2);

**WHEREAS**, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information for noncompliant responses to Findings 6 and 13 and Recommendations 1 through 5 (Exhibit 3).

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

1. Approves an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024, in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: “Challenges Facing the City of Antioch” Response Addendum (Exhibit 4), and
2. Authorizes the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

\* \* \* \* \*

**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 November 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**Grand Jury****Contra  
Costa  
County**

725 Court Street  
P.O. Box 431  
Martinez, CA 94553-0091

June 14, 2024

Antioch City Council  
P.O. Box 5007  
Antioch, CA 94531-5007



Dear Antioch City Council:

Attached is a copy of Grand Jury Report No. 2405, "Challenges Facing the City of Antioch" by the 2023-2024 Contra Costa County Grand Jury

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency, or department responsible for responding to the report. Please respond to the Findings and Recommendations as they apply to your agency. Please also confirm in writing that the person responding to the report is authorized to do so. As the responding person or person responding on behalf of an entity, please indicate one of the following actions with respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the cases of both (2) and (3) above, please specify the portion of the finding that is disputed, and include an explanation of the reasons therefor.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

The Penal Code also prescribes the obligations of a governing board or elected county official

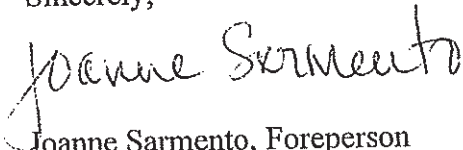
with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to these recommendations and to the supporting findings, as directed in the report.

After reviewing the response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) an electronic copy by e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov). The response must be submitted to the Grand Jury no later than **Monday, September 13, 2024**.

Finally, please note that this report is provided at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov).

Sincerely,

A handwritten signature in cursive script that reads "Joanne Sarmiento".

Joanne Sarmiento, Foreperson  
20223-2024 Contra Costa County Civil Grand Jury

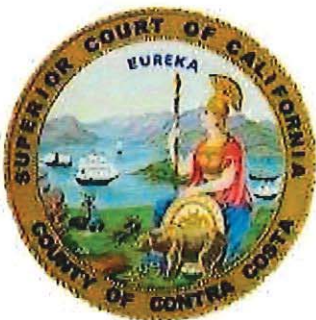
Cc: Kwame Reed



# **A Report of The 2023 – 2024 Contra Costa County Civil Grand Jury**

Report 2405  
6/12/2024

## **Challenges Facing the City of Antioch**



**A Report of  
The 2023 – 2024 Contra Costa County  
Civil Grand Jury**

Report 2405  
6/12/2024

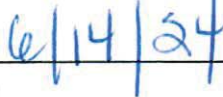
**Challenges Facing the City of Antioch**

APPROVED BY THE GRAND JURY

  
\_\_\_\_\_  
JOANNE SARMENTO

GRAND JURY FOREPERSON

Date

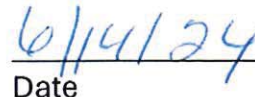
  
\_\_\_\_\_  
6/14/24

ACCEPTED FOR FILING

  
\_\_\_\_\_  
Hon. TERRI MOCKLER

JUDGE OF THE SUPERIOR COURT

Date

  
\_\_\_\_\_  
6/14/24

## SUMMARY

Antioch is a dynamic and diverse city that faces a number of challenges. Among these challenges are:

1. Turnover in city leadership (six permanent or acting City Managers since 2013) which has resulted in an average tenure for Antioch City Managers that is less than half the state average (less than two years vs. 4.5-year average).
2. A city employee vacancy rate that is 4-times the national average (21.6% vs. 5.3%).
3. Possible Brown Act violations by the Mayor and certain City Council members, as outlined in a letter to Antioch's Acting City Manager from the Contra Costa District Attorney (see Appendix A).

An important first step in addressing the challenges facing Antioch will be stabilizing leadership by hiring an experienced and qualified City Manager. The city has hired a Human Resources consulting firm and is in the process of recruiting a City Manager. A new City Manager's success will depend, in part, on the Mayor and City Council creating an environment that while maintaining the oversight required by city ordinances, enables the City Manager to operate with independence, as also mandated by city ordinances. The Mayor and City Council should also perform their functions in compliance with the Brown Act.

This report details the Grand Jury's research and findings related to the challenges facing Antioch. We conclude with our recommendations to help address these challenges.

## BACKGROUND

### Why This Report?

Controversy regarding the Antioch Police Department was receiving wide press attention at the time the Grand Jury was considering topics to investigate during its 2023-2024 term. We concluded that the police force was receiving adequate attention from other investigative bodies, including the Federal Bureau of Investigation and the Contra Costa County District Attorney's Office. However, the Grand Jury learned that the issues surrounding the police force are related to other issues of oversight and management within city government. In particular, we noted the average tenure for Antioch City Managers has been less than half the California state average over the last decade (average City Manager tenure of less than 2 years in Antioch vs. 4.5 years for the state).

Accordingly, the Grand Jury decided to examine the issue of turnover in city leadership. In pursuing this investigation, the Grand Jury learned that in addition to a high level of turnover in the City Manager position, Antioch has a city employee vacancy rate in excess of 20% (the national average for government agencies is 5.3%). Seven of the eleven most senior positions in Antioch city government are currently filled with acting (not permanent) or part-time personnel.

Our investigation also raised concerns regarding the Mayor and City Council's involvement in operating issues that are the responsibility of the City Manager. All of these issues are interrelated as is discussed later in this report.

Our investigation revealed evidence that one or more violations of the Brown Act, the California law requiring open and public meetings, may have occurred. We also learned that the Contra Costa County District Attorney's Office investigated potential Brown Act violations. The District Attorney's findings are discussed later in this report and in Appendix A.

### **Antioch Government Structure**

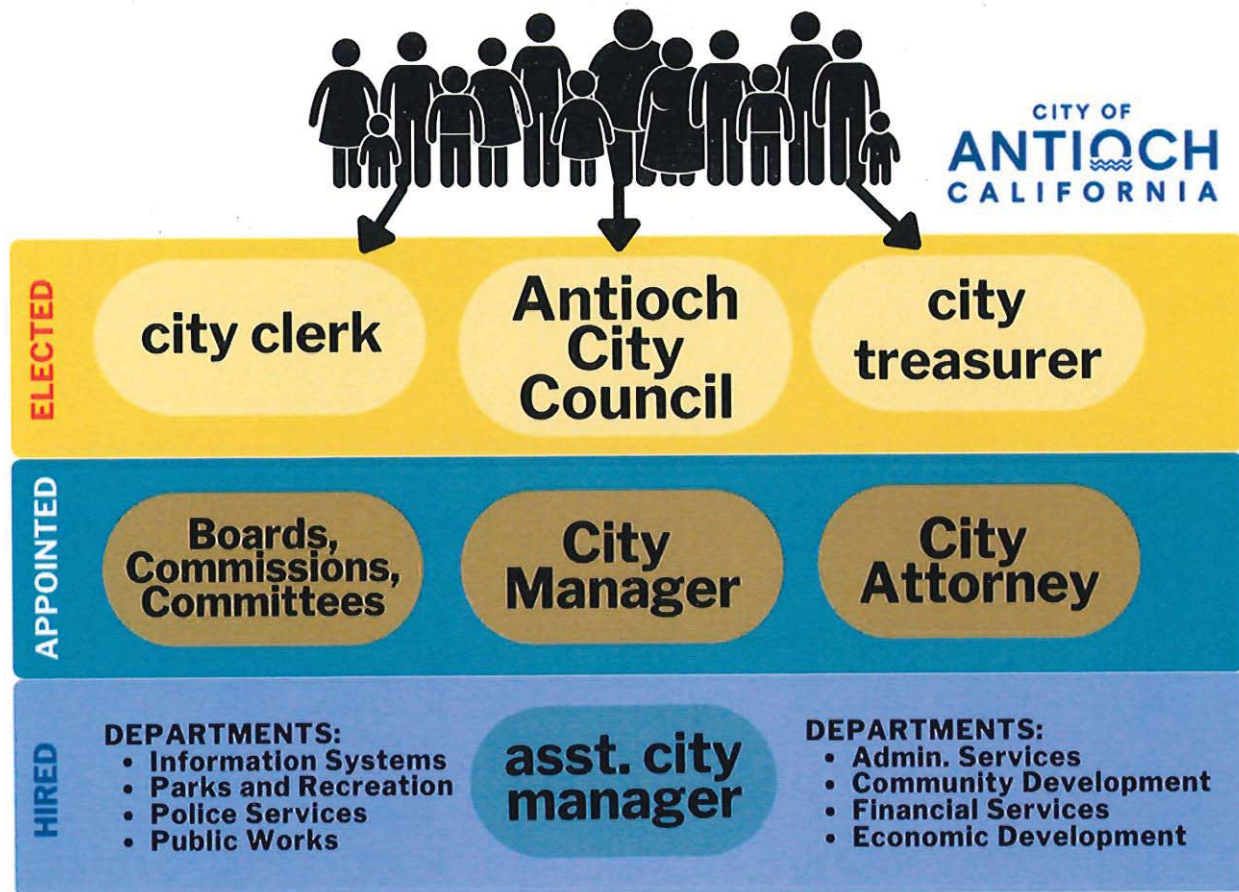
In examining the issue of turnover in Antioch city leadership it is helpful to first understand the structure of Antioch's local government. Like many California cities, Antioch is a general law city, operating under the Council-Manager form of government. Policymaking and legislative authority are vested in a five-member city council, which consists of a mayor and four council members. The four council members are elected by district, with the mayor elected city-wide. All serve four-year staggered terms. Under city ordinances the mayor and council hire and supervise the City Manager and City Attorney. The City Manager is responsible for day-to-day operations of the city, including supervision of all city employees (Antioch City Code § 2-2.06).

Under its Council-Manager structure, and as specified in city ordinances, the Antioch City Council has the responsibility of appointing the City Manager and City Attorney (Antioch City Code § 2-2.02). The City Manager serves as the chief administrative officer of the city, with responsibility for day-to-day operations of the city and the hiring and supervision of the Assistant City Manager as well as nine department heads. The department heads, in turn, hire and supervise departmental employees. See Exhibit 1. Under city ordinances the City Council, including the Mayor, have no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

Given the City Manager's role as chief administrative officer of Antioch, this position is critical to the City's successful operation. A vacancy in this position creates a void in city leadership and prevents the appointment of new permanent department heads when there is turnover. Antioch's policy is to defer the appointment of new department heads until a permanent City Manager is in place. This policy allows the permanent City Manager to appoint their own staff. Because the city has not had a permanent City Manager since March 2023, no new permanent department heads have been appointed since that time. As a result, the city now has acting heads in five of its nine most senior staff positions (three department heads, the City Manager, and the Assistant City Manager).



## EXHIBIT 1



Source: City of Antioch website

### A Bit About Antioch

Antioch is the second largest city in Contra Costa County, with a population of approximately 115,000. It is also among the county's most racially diverse cities (see Table 1, Antioch At-A-Glance for details).

Affordable housing relative to other parts of the county has contributed to meaningful population growth in Antioch in recent decades. Improving transportation infrastructure, including a BART extension, has also made Antioch a more desirable community for commuters. As the city's population has grown it has experienced significant demographic shifts, which are highlighted in Table 1.

TABLE 1

## Antioch At-A-Glance

	<u>Antioch</u>		<u>Contra Costa County</u>	
	<u>2010</u>	<u>2022</u>	<u>2010</u>	<u>2022</u>
Population	102,372	115,264	1,049,025	1,156,966
Population Growth		12.6%		10.3%
Land Area (square miles)		28.4		715.9
Housing Units	32,252	36,639	400,203	430,081
Homeownership Rate	NA	61.5%	67.1%	67.2%
Racial Mix				
White (a)	35.6%	25.4%	47.8%	39.8%
Hispanic/Latino	31.7%	35.5%	24.4%	27.0%
Asian	10.5%	13.7%	14.2%	20.2%
Black/African American	17.3%	19.5%	8.9%	9.5%
Other	4.9%	5.9%	4.8%	3.5%
Household Income (median)	\$62,088	\$90,709	\$73,678	\$120,020
HH Income as % of County Average	84%	76%		
Poverty Rate	9.2%	12.1%	9.0%	8.7%
High School Graduates (b)		85.6%		89.7%
Bachelor's Degree (b)		23.0%		44.5%

(a) Not Hispanic or Latino

(b) Among adults 25 or older

Source: US Census Bureau

## METHODOLOGY

- We interviewed government officials in Antioch and experts in city government practices and regulation.
- We reviewed press reports and other documents related to Antioch's city government operations and performance.
- We reviewed recordings and transcripts of city council meetings.
- We reviewed city budgets for the past 20 years.
- We also reviewed documents related to city government best practices.



## **DISCUSSION**

### **Excessive City Manager Turnover is a Negative for Antioch**

Over the past ten years, Antioch has had six permanent or acting city managers, with an average tenure of less than two years (see Table 2). At least two of the city's last three permanent city managers were terminated by the Mayor and City Council or resigned under threat of termination.

While turnover among city managers can be healthy, bringing new approaches and fresh views to city government, excessive turnover in leadership in any organization will be disruptive to that organization. According to data from the California City Managers Foundation, the average tenure of a City Manager in California is slightly over 4.5 years. This compares to the average in Antioch of less than 2 years.

The level of turnover for City Managers in Antioch has impacted the city in several ways. First and perhaps most importantly, it is disruptive to city operations. The City Manager is responsible for hiring and directly supervising all department heads. As highlighted in Exhibit 1, in Antioch this includes Community Development, Economic Development, Financial Services, Human Resources, Information Systems, Recreation, Police Services, Public Safety, and Public Works, as well as Assistant City Manager. As previously noted, as a result of having no permanent City Manager for over a year, the city has delayed appointing permanent department heads who supervise day-to-day operations in such critical departments as Public Works, Community Development and the Police Department. In addition, the Directors of the Economic Development and Recreation Departments are currently serving as Acting City Manager and Acting Assistant City Manager, respectively. Accordingly, these departments do not have full-time Directors. As a result, more than half of the city departments are headed by acting or part-time directors.

TABLE 2

## Antioch City Managers

Name	Title	Begin Date	End Date	Tenure (months) (a)
Kwame Reed	Acting City Manager	6/23/2023		12 months
Forest Ebbs	Acting City Manager	3/17/2023	7/14/2023	4 months
Ana Cortez	Acting City Manager	3/15/2023	3/17/2023	< 1 month
Cornelius (Con) Johnson	City Manager Interim City Manager	22-Oct 21-Nov	7/14/23 - Resigned 3/2023 - On administrative leave	16 months (until on leave)
Ron Bernal	City Manager	17-Mar	12/2021 - Retired	57 months (4.5 years)
Steve Duran	City Manager	13-Dec	4/2017 - Terminated 3/2017 - On administrative leave	39 months (until on leave)

*Average Tenure: 21 months*

**Notes:**

(a) There can be overlap in manager's tenure reflecting timing of hiring and departure

Source: City of Antioch press releases, media reports

Turnover in the City Manager position also imposes incremental costs on the city. These costs include duplicative salaries when City Manager tenures overlap. This was the case when former City Managers Steve Duran and Cornelius Johnson were placed on administrative leave before being replaced. Other costs include recruiting, training, and severance expenses. Mr. Duran received one year of severance pay (\$230,000) following his termination.

The Antioch City Manager has broad responsibilities including oversight of a roughly \$100 million general fund budget and responsibility for an authorized staff of over 400 full-time personnel. High turnover means more time on the learning curve for each new City Manager.

Appointing a qualified and effective permanent City Manager is an important first step for Antioch in addressing current challenges, including filling key department head vacancies, reducing the employee vacancy rate, and managing a large and complex organization. For the new City Manager to succeed, the Mayor and City Council must create an environment that enables the City Manager to operate with the authority vested in the position and without interference, as outlined in city ordinances (Antioch City Code § 2-2.06 and § 2-2.10) as well as in the position's job description<sup>1</sup>. In particular, city ordinances specify that "Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council, nor any member thereof, shall give orders to any of the subordinates of the City Manager" (Antioch City Code § 2-2.10).

The job description Antioch posted in its recruiting process calls out the need for the new City Manager to work effectively with staff while providing "appropriate buffering between the City Council and the Department Directors." In addition, the City Manager is tasked with "refereeing elected official involvement" in city operations and ensuring compliance with the Brown Act. These are critical and difficult tasks.

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<sup>1</sup> The Antioch City Manager's job description can be found here: [https://www.antiochca.gov/fc/human-resources/document-warehouse/IEDA223\\_CITY%20MANAGER.pdf](https://www.antiochca.gov/fc/human-resources/document-warehouse/IEDA223_CITY%20MANAGER.pdf)



## High Employee Vacancy Rates Negatively Impact City Services

In addition to turnover in city leadership, Antioch currently experiences a level of vacancies in city staff that is roughly four-times the national average. These issues are related. In the absence of a permanent City Manager, three department head positions have not been filled permanently. The Community Development and Public Works Departments have not had permanent Directors for over a year (see Table 3). This has delayed the hiring process for staff members within these departments. Multiple interviewees noted that turnover at senior levels of city management has negatively impacted recruitment efforts because job candidates are often reticent to accept a position when the permanent supervisor is not in place. Table 4 provides data on the vacancy rates for the three departments currently without permanent department heads.

**TABLE 3**

### Antioch Department Heads

Department	Director	Status	Tenure (a)
City Manager	Kwame Reed	Acting	12 months
Assistant City Manager	Bradley Helfenberger	Acting	10 months
Community Development	Kevin Scudero	Acting	13 months
Economic Development	Kwame Reed	Part-time	
Financial Services	Dawn Merchant	Permanent	
Human Resources	Ana Cortez	Permanent	
Information Systems	Alan Barton	Permanent	
Recreation	Bradley Helfenberger	Part-time	
Police Services	Brian Addington	Acting	3 months (b)
Public Safety/Comm. Resources	Tasha Johnson	Permanent	
Public Works	Scott Buenting	Acting	16 months

(a) Number of months person has served as Acting Director

(b) Acting Chief Addington replaced Acting Chief Joe Vigil, who served in the role for 6 months

Source: City of Antioch, media reports

Figure 1 tracks the employee vacancy rate in Antioch since 2012. Vacancy rate refers to the percentage of authorized and funded positions in the city that are currently unfilled. Between 2012 and 2023 the vacancy rate in Antioch city government positions has averaged roughly 12% each year. This has spiked to over 21% in the past two years, with a vacancy rate of 21.6% as of February 2024. For comparison purposes according to the U.S. Bureau of Labor Statistics, the employee vacancy rate for all U.S. employers as of February 2024 was 5.3%. The vacancy rate for state and local governments (excluding education) was also 5.3%.<sup>2</sup>

Staff turnover in Antioch contributes to the city's vacancy rate. Since July 1, 2022, the city has hired 102 new employees (out of a total authorized staff of approximately 409). Over the same period, 98 employees have departed. Recurring reasons cited by employees for leaving their jobs included: (1) overwork in the context of understaffing and (2) dysfunction within and lack of support from the City Council.

Job vacancies in Antioch's city government are broad-based, covering most departments. The police department has engaged in proactive recruiting efforts (including a current \$30,000 recruitment bonus and other incentives for Police Officer positions) which has helped reduce the vacancy rate in that department. Nevertheless, the department still has approximately 30 open positions. The vacancy rates in the Community Development and Public Works departments, the other two departments without permanent heads, exceed the city-wide average vacancy rate.

**Table 4**

### Department Vacancy Rates

	Filled Positions	Funded Positions	Vacancy Rate
Community Development	20	31	35%
Police Services	128	157	18%
Public Works (a)	87	117	26%
<b>TOTAL City</b>	<b>315</b>	<b>409</b>	<b>23%</b>

(a) includes water and sewer departments

Data reflects full time equivalent positions, excluding seasonal and temporary staff

**Source:** Fiscal 2023-2025 Antioch City Budget

Vacancy rates for government agencies tend to be higher in the San Francisco Bay Area than the nation overall<sup>3</sup>. This is a function of a tight local labor market and high local cost of living, among other factors. For example, the vacancy rate (as of 2023, the most recently available data) for San Francisco was 14%, Concord 11%, Richmond 19%, and Oakland 12% (excluding unfunded and frozen positions). While all these cities have rates well above the national average, Antioch's 21% rate stands out at nearly four-times the national average.

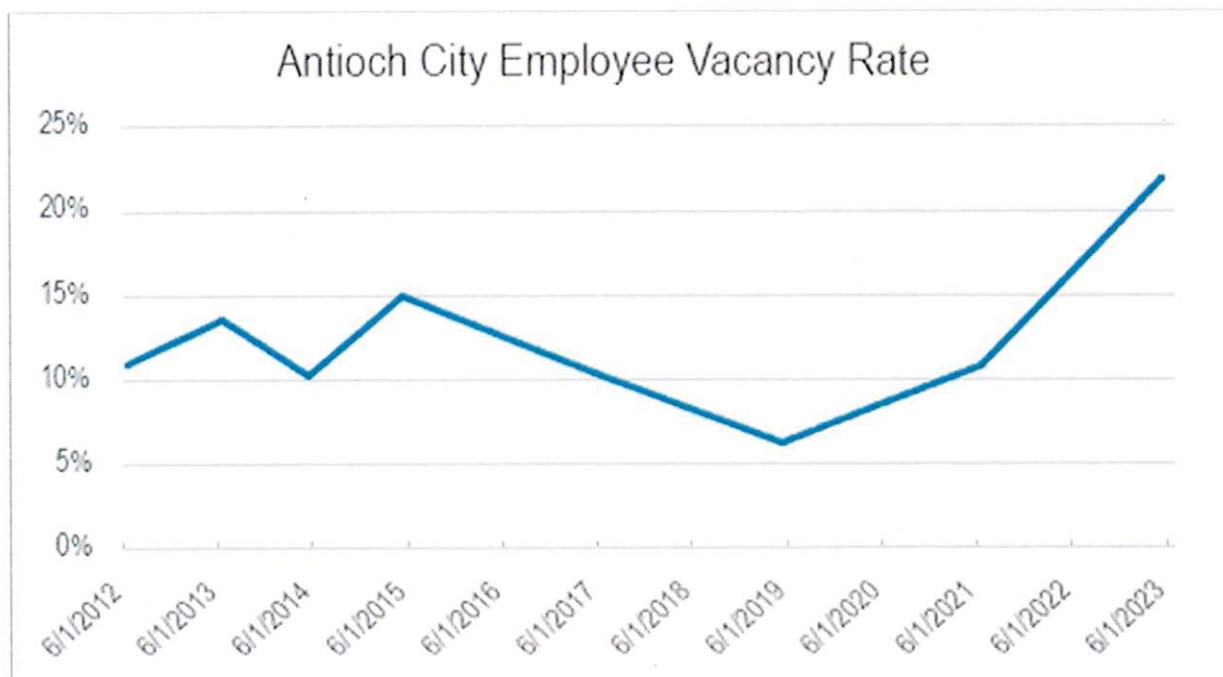
<sup>2</sup> U.S. Bureau of Labor Statistics, Economic News Release, 4/2/24.

<sup>3</sup> "Civil Service Vacancies in California: 2022-2023", UC Berkeley Labor Center, December 12, 2023.

Antioch's employee vacancy rate has negative implications for several reasons. Most importantly, services to citizens have been negatively impacted by a lack of staff. For example, limited staffing has caused delays in certain capital projects. This includes traffic signal installations; road improvements and park renovations have been delayed due to staffing issues in the Public Works Department. Longer response times for police services have resulted from staffing shortages in the Police Department. The Mayor and Council Members have cited police staffing shortages and associated slower police response times as contributors to the higher crime rate the city has experienced in the past three years. Total Group A offenses in Antioch (the most serious crimes) have increased from 5,733 in 2021, to 6,130 in 2022, to 7,257 in 2023, with a further 24% increase year-to-date through April in 2024.

In addition to the negative impact on services to citizens, staff shortages impose an additional work burden on existing staff. This negatively impacts staff morale, contributing to the city's high employee turnover rate. Finally, staff shortages lead to increased overtime expenses and the need to outsource services.

**FIGURE – 1**



In the course of numerous interviews, the Grand Jury learned that turnover in the City Manager position and high employee vacancy rates are both related to a failure, at times, by the Mayor and City Council to respect the City Manager's operating authority. As previously noted, Antioch's government structure calls for the City Manager to make hiring decisions (with the exception of City Attorney) and oversee day-to-day operations of the city. However, Antioch's Mayor and City Council have on occasion overstepped their authority in seeking to implement personnel and other changes that are the responsibility of the City Manager.



Examples over the last three years include efforts by certain Council Members to direct the City Manager to fire then Public Works Director John Samuelson in December 2022. Mr. Samuelson was terminated, but subsequently received a settlement and severance totaling \$244,000. Other examples include pressure to hire Gregory Rolen as a consulting attorney in November 2022. Mr. Rolen was hired without prior approval of his contract, as required by Antioch Resolution #2021/26 (adopted 2/26/21). Mr. Rolen's contract was subsequently terminated after payment of a \$39,000 fee. Finally, the Grand Jury learned of instances of Council Members setting up meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10). The Grand Jury found evidence that Council interference with City Manager responsibilities contributed to the departures of some of the recent City Managers. In turn, the City Managers' departures contributed to subsequent increases in employee vacancy rates due in part to extended vacancies in key department head positions.

### **Brown Act Compliance**

The Ralph M. Brown Act (California Code § 54590, et. seq.) is a California law that specifies, among other things, that government business must be conducted in open and public meetings, with limited exceptions. In particular, elected government officials cannot meet as a group in private, unannounced, and/or secret sessions to discuss government business<sup>4</sup>.

A meeting is defined as a "congregation of a majority of the members of a legislative body" (§ 54952.2a). In the case of the city of Antioch, this would be 3 out of 5 Council Members. Under the Brown Act, a meeting and the agenda must be noticed and posted at least 72 hours in advance of the meeting. It must be held in a place accessible to the public. A legislative body may not take action on any item not on the agenda, except to seek information on the topic. The exception is a "closed meeting" to discuss labor negotiations, real estate transactions, personnel issues, and lawsuits. For these, an agenda of closed session items is posted, and any reportable actions taken in closed session are subsequently announced in open session.

A violation of the Brown Act occurs when a majority of members of a governing body are together in an unnoticed meeting, in a place not accessible to the public, and discuss business about their jurisdiction (or disclose privileged information from closed meetings). Violations of the Brown Act are a misdemeanor, with penalties including fines of up to \$1,000, imprisonment in state prison, and/or permanent disqualification from holding any office in California.

In the course of our investigation, the Grand Jury discovered evidence that one or more Brown Act violations may have occurred involving members of the Antioch City Council. The Grand Jury learned that the hiring of former City Manager Cornelius Johnson may have been discussed at a private meeting in October 2021 with Mayor Hernandez-Thorpe and Council members Monica Wilson and Tamisha Torres-Walker. This meeting was held without public notice and

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<sup>4</sup> The full text of the Brown Act can be found at:

[https://leginfo.ca.gov/faces/codes\\_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5](https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5).

without the participation of the full Council. Mr. Johnson was subsequently hired as Acting City Manager in a 3-2 council vote on November 9, 2021, with Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker voting yes, and Council members Michael Barbanica and Lori Ogorchock voting no.

The Contra Costa District Attorney's Office conducted an investigation into alleged violations of the Brown Act by Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker (see Appendix A for details on the District Attorney's findings). The District Attorney's investigation focused on meetings held at Mayor Hernandez-Thorpe's home in 2022 that may have involved discussions regarding restructuring the Public Works Department, hiring a City Engineer and redistricting the city's electoral map.

The Grand Jury found evidence that the meetings cited by the District Attorney took place at the dates and locations specified in the District Attorney's letter (Appendix A). The Grand Jury was unable to independently confirm the content of those meetings.

In concluding its investigation into potential Brown Act violations in Antioch, the District Attorney noted that there was insufficient evidence to prove beyond a reasonable doubt that intentional violations occurred. The District Attorney's Office nevertheless noted that it "has serious concerns that noncompliance with the Brown Act may have occurred" and indicated that "any similar meeting on matters concerning the city could subject Council members to criminal liability." (See Appendix A).

The Grand Jury found that the city of Antioch has not historically provided formal training on Brown Act compliance to Council members. Following the District Attorney's investigation, a formal session on the Brown Act and Brown Act compliance was held at the City Council meeting on February 13, 2024. Given the importance of Brown Act compliance, we encourage the Council to consider conducting similar training events on an ongoing basis.

## **FINDINGS**

- F1.** Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$100 million general fund budget and an authorized staff of over 400 employees.
- F2.** The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.
- F3.** As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.
- F4.** There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.



- F5.** Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).
- F6.** The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).
- F7.** The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).
- F8.** Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.
- F9.** In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.
- F10.** The Police, Public Works and Community Development departments currently are without permanent department heads.
- F11.** Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).
- F12.** The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.
- F13.** Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.
- F14.** The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.
- F15.** The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

## RECOMMENDATIONS

- R1.** The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.
- R2.** The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.
- R3.** The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.
- R4.** By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.
- R5.** By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

## REQUEST FOR RESPONSES

Pursuant to California Penal Code § 933(b) et seq. and California Penal Code § 933.05, the 2023-2024 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

Responding Agency	Findings	Recommendations
Antioch City Council	F1 – F16	R1 – R5

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

## **APPENDIX A**

**NOTE:** The letter from the Contra Costa County District Attorney's Office is incorrectly dated January 4, 2023. The Grand Jury has confirmed with the District Attorney's Office that the correct date is January 4, 2024.





OFFICE OF THE DISTRICT ATTORNEY  
CONTRA COSTA COUNTY

*Diana Becton*  
DISTRICT ATTORNEY

January 4, 2023

Kwame Reed  
Acting City Manager  
City of Antioch  
200 H Street  
Antioch, CA 94509

RE: Alleged violations of the Brown Act by Antioch City Council members

Dear Mr. Reed:

The Contra Costa County District Attorney's Office was contacted earlier this year regarding alleged violations of the Brown Act by Antioch Mayor Thorpe, Antioch Councilmember Torres-Walker and Antioch Councilmember Wilson. Specifically, we were told that those three council members met in private to discuss matters within the council's jurisdiction regarding the Public Works Department and the hiring of the City Engineer. Our investigation also led to an allegation that those three city officials met in private to discuss the redistricting of the city's electoral map. The District Attorney's Office reviewed these allegations and the applicable law and then interviewed potential witnesses to determine whether any Brown Act violations occurred.

As you are aware, the Brown Act is set forth in California Government Code sections 54950, et seq. Our analysis here is specifically guided by Government Code section 54952.2. That section prohibits a majority of the members of a legislative body to develop a collective concurrence as to action to be taken on any item within the subject matter jurisdiction of the legislative body unless such a meeting is open and public.

In this matter, there is evidence that Mayor Thorpe and Councilmembers Torres-Walker and Wilson met at Mayor Thorpe's home in 2022 and held discussions. Furthermore, it appears that the discussions may have included an agreement to take action on matters within the subject matter jurisdiction of the council. As defined by Government Code section 54952.6, "action taken" means a collective decision, or even a commitment or promise to make a decision, on a matter concerning the city. Our investigation leads us to believe that Mayor Thorpe and Councilmembers Torres-Walker and Wilson did meet and may have developed a collective occurrence absent a public forum.

District Attorney Administration  
900 Ward Street, Fourth Floor  
Martinez, California 94553

(925) 957-8604  
Fax (925) 646-4683



Government Code sections 54959 through 54960.5 set forth the actions that may be taken by the District Attorney's Office to enforce and prevent Brown Act violations. Following our review of the underlying facts and the applicable laws that are relevant to this matter, the District Attorney's Office has serious concerns that non-compliance with the Brown Act may have occurred, however, there is insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute at this time.

We have decided to bring our concerns to your attention in order for you to impress upon the council the importance of the Brown Act and the requirements of the statute. Any similar meeting on matters concerning the city could subject council members to criminal liability. Further, we are referring this letter to the Contra Costa County Grand Jury to provide that body the opportunity to take any action it may deem appropriate.

Thank you for your serious consideration of this matter. As the Brown Act makes clear, the deliberations and actions of our governmental representatives must occur openly and be subject to public scrutiny. If you have any questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

DIANA BECTON  
District Attorney

Steven Bolen  
Deputy District Attorney  
Contra Costa County

cc: Thomas L. Smith, City Attorney, City of Antioch  
Contra Costa County Grand Jury

(925) 779-6179

[lthorpe@antiochca.gov](mailto:lthorpe@antiochca.gov)

200 H Street, Antioch CA 94509



September 11, 2024

The Honorable Terri Mockler  
Presiding Judge of Contra Costa County Superior Court  
725 Court Street  
PO Box 431  
Martinez, CA 94553-0091

Re: **City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury Report No. 2405: Challenges Facing the City of Antioch**

Dear Judge Mockler,

On behalf of the City of Antioch City Council, this letter is in response to Contra Costa Civil Grand Jury Report No. 2405 – Challenges Facing the City of Antioch. The City Council approved this response at its meeting on September 10, 2024. Pursuant to California Penal Code § 933.05, the City of Antioch has responded to the applicable findings and recommendations.

### Findings

**F1.** Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$100 million general fund budget and an authorized staff of over 400 employees.

*Response The City agrees with this finding.*

*The City's overall budget including general operations and capital improvements is \$146 million.*

**F2.** The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.

*Response The City agrees with this finding.*

**F3.** As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.

*Response*      *The City agrees with this finding.*

**F4.** There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.

*Response*      *The City partially disagrees with the finding.*

*The Antioch City Council has appointed five (5) city managers since December 2013. Human Resources Director, Ana Cortez, was delegated the authority and responsibilities of the city manager position by a former city manager prior to him being placed on administrative leave. Ms. Cortez fulfilled those responsibilities for a period of two (2) days bridging the period between the city manager being placed on administrative leave and the City Council appointing an Acting City Manager. Ms. Cortez was not appointed Acting City Manager by the City Council.*

**F5.** Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

*Response*      *The City agrees with this finding.*

**F6.** The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).

*Response*      *The City disagrees with this finding.*



**F7.** The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).

*Response The City disagrees with this finding.*

*Staff is under the direction from the City Manager to always inform him of these conversations once they have occurred. There has been a history of Council working with staff on topics including Measure W, salary studies, ad hoc committees and standing committees. Committee topics have included matters such as cannabis businesses, social equity and racial justice, unsheltered people, and the Rivertown/Downtown area.*

**F8.** Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.

*Response The City agrees with this finding.*

*As of February 15, 2024, the City-wide vacancy rate was 21% (Acting City Manager).*

**F9.** In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.

*Response The City agrees with this finding.*

**F10.** The Police, Public Works and Community Development departments currently are without permanent department heads.

*Response The City agrees with this finding.*

**F11.** Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).

*Response The City agrees with this finding.*

*The Economic Development Director is currently serving as Acting City Manager. He is not performing "part-time" duties for the Economic Development Department. The role of the Acting City Manager does not allow for any instance of not performing those duties at 100% of the time.*

**F12.** The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.

*Response The City partially disagrees with this finding.*

*Not knowing when the Grand Jury sourced the staffing information for the abovementioned departments, the City cannot verify the information. As of June 30, 2024, the Public Works Department had a 17% vacancy rate and the Community Development Department had a 25% vacancy rate (Acting City Manager).*

**F13.** Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.

*Response The City disagrees with this finding.*

**F14.** The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.

*Response The City agrees with this finding.*

**F15.** The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

*Response The City agrees with this finding.*

## **RECOMMENDATIONS**

The Grand Jury recommends that:

- R1.** The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.

*Response The City agrees with this recommendation.*

- R2.** The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.

*Response The City agrees with this recommendation.*

- R3.** The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.

*Response The City agrees with this recommendation.*

- R4.** By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.

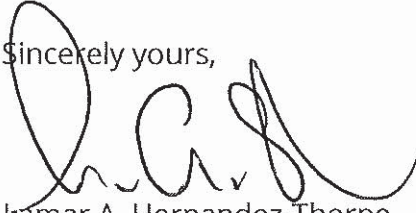
*Response The City agrees with this recommendation.*

- R5.** By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

*Response The City agrees with this recommendation.*



On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses extremely helpful to its future endeavors.

Sincerely yours,  
  
Lamar A. Hernandez-Thorpe  
Mayor  
City of Antioch

Cc: Joanne Sarmento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson  
Antioch City Council  
Kwame P. Reed, Acting City Manager  
Thomas Lloyd Smith, City Attorney, City of Antioch

Grand Jury

Contra  
Costa  
County



725 Court Street  
P.O. Box 431  
Martinez, CA 94553-0091

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**Noncompliant (Lacks Appropriate Response to Findings)**

October 3, 2024

Lamar A. Hernandez-Thorpe  
City of Antioch Mayor  
200 H Street  
Antioch, Ca 94509

Re: Your Response to Grand Jury Report 2405, Challenges Facing the City of Antioch, June 12, 2024

Dear Mr. Hernandez-Thorpe,

The Grand Jury received your response to the above-titled report and finds that it does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

Response to Findings 6 and 13: A response of "The City disagrees with this finding requires an explanation.

Attached is an excerpt of Section 933.05 for your reference.

The Grand Jury requests that you resubmit your response in its entirety within ten days of the date of this letter, following the directions contained in the original letter of transmittal.

Sincerely,

Ed Sarubbi

Esarubbi@contracosta.courts.ca.gov  
2024-25 Contra Costa County Civil Grand Jury

cc: Kwame Reed



Attachment: Penal Code §933.05 (excerpt)

Subdivision (a) of §933.05 of the California Penal Code (excerpt, emphasis added)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

Grand Jury

Contra  
Costa  
County

725 Court Street  
P.O. Box 431  
Martinez, CA 94553-0091



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**Noncompliant (Lacks Appropriate Response to Recommendations)**

October 3, 2024

Lamar A. Hernandez-Thorpe  
City of Antioch Mayor  
200 H Street  
Antioch, Ca 94509

Re: Your Response to Grand Jury Report 2405, Challenges Facing the City of Antioch, June 12, 2024

Dear Mr. Hernandez-Thorpe,

The Grand Jury received your response to the above-titled report and finds that it does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

Response to Recommendations 1, 2, 3, 4, and 5: A response of "The City agrees with this recommendation" is not a valid response.

Attached is an excerpt of Section 933.05 for your reference.

The Grand Jury requests that you resubmit your response in its entirety within ten days of the date of this letter, following the directions contained in the original letter of transmittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Sarubbi".

Ed Sarubbi

Esarubbi@contracosta.courts.ca.gov

2024-25 Contra Costa County Civil Grand Jury

cc: Kwame Reed



Attachment: Penal Code §933.05 (excerpt)

Subdivision (b) of §933.05 of the California Penal Code (excerpt, emphasis added)

- b. For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
1. The recommendation has been implemented, with a summary regarding the implemented action.
  2. The recommendation has not yet been implemented, but will be implemented in the future, **with a timeframe** for implementation.
  3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. **This timeframe shall not exceed six months** from the date of publication of the grand jury report.
  4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor

November XX, 2024

The Honorable Terri Mockler  
Presiding Judge of Contra Costa County Superior Court  
725 Court Street  
PO Box 431  
Martinez, CA 94553-0091

Re: **City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury Report No. 2405: Challenges Facing the City of Antioch - Addendum**

Dear Judge Mockler,

On October 4, 2024, the City of Antioch received two letters from Mr. Ed Sarubbi regarding the City's response to Grand Jury Report 2405, Challenges Facing the City of Antioch. According to Mr. Sarubbi, the Grand Jury found that the City's responses to specific Findings and Recommendations provided on September 11, 2024, did not comply with the requirements of Section 933.05 of the California Penal Code.

The identified Findings were Findings 6 and 13. The Grand Jury requires an explanation be included with the City's original response of "The City disagrees with this finding".

The Addendum to these **Findings** is here below.

**F6.** *The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).*

The response to this Finding is as follows:

*The City disagrees with this finding. [Additional information inserted here]*

**F13.** *Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.*

The response to this Finding is as follows:

*The City disagrees with this finding. [Additional information inserted here]*

The Grand Jury also requested additional information be provided on **Recommendations** 1 through 5. The Addendum to these responses is here below.



**R1.** *The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.*

The response to this ☐e☐o☐ ☐endation is as follows:

*The City agrees with this recommendation.* [[Additional information inserted here](#)]

**R2.** *The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.*

The response to this ☐e☐o☐ ☐endation is as follows:

*The City agrees with this recommendation.* [[Additional information inserted here](#)]

**R3.** *The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.*

The response to this ☐e☐o☐ ☐endation is as follows:

*The City agrees with this recommendation.* [[Additional information inserted here](#)]

**R4.** *By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.*

The response to this ☐e☐o☐ ☐endation is as follows:

*The City agrees with this recommendation.* [[Additional information inserted here](#)]

**R5.** *By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.*

The response to this ☐e☐o☐ ☐endation is as follows:

*The City agrees with this recommendation.* [[Additional information inserted here](#)]

EXHIBIT 4

On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses extremely helpful to its future endeavors.

Sincerely yours,

Lamar A. Hernandez-Thorpe  
Mayor, City of Antioch

cc: Joanne Sarmiento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson  
Antioch City Council  
Bessie Marie Scott, City Manager  
Thomas Lloyd Smith, City Attorney, City of Antioch

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney [TLS](#)

**SUBJECT:** Discussion Item: Direction to Staff Concerning Proposed Amendments to the Antioch Municipal Code Sections 9-5.3801, 9-5.3845 allowing an increased variety of Cannabis Businesses in Cannabis Business Overlay Districts CB 2 and CB 3

---

**RECOMMENDED ACTION**

It is recommended that the City Council provide direction to staff.

**FISCAL IMPACT**

The proposed action will not have a negative effect on the City budget and may generate increased revenue by providing more options for cannabis businesses in additional locations where commercial or similar businesses are already allowed by the City.

**DISCUSSION**

**A. Proposed Amendments to the Ordinance Concerning Cannabis Businesses**

The proposed amendments to the ordinance would make the following changes:

**1. Adding new areas for cannabis businesses**

Antioch Municipal Code §9.5-3801 designates three types of cannabis business districts, which are identified as “CB1”, “CB2” and “CB3”. These districts are sometimes referred to as the “green zones.” Each of the City’s green zones cover different geographical areas within the City and allow different commercial uses. The areas are:

**CB 1** Verne Roberts Circle and the Wilbur Avenue corridor (two areas): CB 1 allows the broadest range of cannabis businesses. (See Table A)

**CB 2** Downtown Antioch: This area is designated as Mixed Use within the Downtown Specific Plan. CB 2 allows storefront retail only.<sup>1</sup>

**CB 3** Somersville District: This area is bounded by Buchanan Rd., Delta Fair Blvd., and Fairview Drive. CB 3 allows storefront retail only.

The Mayor's proposed amendments to the ordinance would allow all cannabis business districts to apply for the same types of licenses regardless of the Cannabis Overlay District the business resides in (CB1, CB2, CB3). It is important to note that the proposed changes are overlay districts, not changes to the underlying zoning in any of the affected areas.

## **2. Offering the same types of cannabis business licenses for all CB districts**

Antioch Municipal Code §9-5.3845 currently limits the types of cannabis businesses that can be conducted in each CB District.

**CB 1** The area designated as the Cannabis Business Overlay District prior to August 1, 2021. This area is the current "green zone." Permitted cannabis businesses within CB 1 are any type of existing cannabis license.

No changes are proposed to CB1.

### **CB 2 Downtown Antioch**

This area is currently designated as Mixed Use within the Downtown Specific Plan. To encourage retail development and maintain consistency with the Downtown Specific Plan, this area currently only allows retail storefront cannabis businesses (Type 10).

The Mayor's proposed amendments to the ordinance would align CB2 with CB1 and permit any type of existing cannabis business in CB2.

### **CB 3 Somersville District**

This area is currently restricted to storefront retail (Type 10) only.

The Mayor's proposed amendments to the ordinance would align CB3 with CB1 and permit any type of existing cannabis business in CB3.

---

<sup>1</sup> "Storefront retail" is a Type 10 license and allows the storefront to deliver cannabis to individual customers.

Below are charts, which show the types of business uses.

TABLE A		
Overlay District	License Types Permitted	Permit Requirement
CB 1	1, 1A, 1B, 1C, 2, 2A, 2B, 3, 3A, 3B, 4, 5, 5A, 5B, 6, 7, 8, 9, 10, 11,12, 13	City Council Use Permit
CB 2	10	City Council Use Permit
CB 3	10	City Council Use Permit

The Department of Cannabis Control has updated certain license types for Cannabis businesses. As a part of this proposed update, the City can also update the license types in the Antioch Municipal Code to align with the new license types created by the Department of Cannabis Control.

#### **ATTACHMENTS**

- A. Antioch Municipal Code § 9-5.3845, 9-5.3801
- B. Department of Cannabis Control License Types

# ATTACHMENT A

## ARTICLE 38: LAND USE REGULATIONS

### § 9-5.3801 SUMMARY OF ZONING DISTRICTS.

The following is a summary of all zoning districts. (Note: The Study District (S) is not included in the proceeding chart as the ultimate land uses for such a district are not determined until all necessary studies are completed and the appropriate land use designations can be applied.)

RE	Rural Estate District: 0-2 du/acre
RR	Rural Residential District: 0-2 du/acre
R-4	Single-Family Low Density Residential District: 2-4 du/acre
R-6	Single-Family Low Density Residential District: 4-6 du/acre
R-10	Medium Density Residential District: 6-10 du/acre
R-20	Medium Density Residential District: 11-20 du/acre
R-25	High Density Residential District: 20-25 du/acre
R-35	High Density Residential District: 30-35 du/acre
PBC	Planned Business Center District
C-0	Professional Office District
C-1	Convenience Commercial District
C-2	Neighborhood/Community Commercial District
C-3	Regional Commercial District
SP	Specific Plan
MCR	Mixed Commercial/Residential District
WF	Urban Waterfront District
OS	Open Space/Public Use District
M-1	Light Industrial District
M-2	Heavy Industrial District
H	Hospital/Medical Center Overlay District
PD	Planned Development District
HPD	Hillside Planned Development District
T	Manufactured Housing Combining District
SH	Senior Housing Overlay District
ES	Emergency Shelter Overlay District
S	Study District
MUMF	Mixed Use Medical Facility District
P	Exclusive Parking District
CB	Cannabis Business Overlay District

CB 1: The area designated as the Cannabis Business Overlay District prior to August 1, 2021. CB 1 allows the broadest range of cannabis businesses.

CB 2 Downtown Antioch: The area designated as Mixed Use within the Downtown Specific Plan. CB 2 allows storefront retail only.

CB 3 Somersville District: The area bounded by Buchanan Rd., Delta Fair Blvd., and Fairview Dr. CB 3 allows storefront retail only.

TH	Transitional Housing Overlay District
CIH	Commercial Infill Housing Overlay District

(Ord. 897-C-S, passed 10-25-94; Am. Ord. 922-C-S, passed 6-11-96; Am. Ord. 1064-C-S, passed 12-13-05; Am. Ord. 2072-C-S, passed 10-22-13; Am. Ord. 2089-C-S, passed 6-24-14; Am. Ord. 2143-C-S, passed 6-26-18; Am. Ord. 2158-C-S, passed 12-11-18; Am. Ord. 2199-C-S, passed 10-26-21; Am. Ord. 2208-C-S, passed 3-8-22; Am. Ord. 2211-C-S, passed 4-26-22)

### § 9-5.3802 INTRODUCTION TO LAND USE REGULATIONS.

~~(A) The charts and text in § 9-5.3803 are adopted as the city's basic land use regulations. The uses shown in this chart are divided into five groups:~~

- ~~(1) Residential;~~
- ~~(2) Public and semi-public;~~
- ~~(3) Commercial;~~
- ~~(4) Industrial; and~~



## **§ 9-5.3845 CANNABIS BUSINESSES.**

A cannabis business may be established within any of the Cannabis Business (CB) Zoning Overlay Districts only under all of the following conditions:

(A) A cannabis business may be established only under the conditions set forth herein. No other cannabis business or commercial cannabis use shall be allowed within the city except as authorized by this article.

(B) A use permit from the City Council is required for all cannabis businesses. The application for the use permit shall be considered by the Planning Commission which shall make a recommendation to the City Council.

Prior to operating in the city and as a condition of issuance of a use permit, the operator of each cannabis business shall enter into and maintain compliance with an operating agreement, setting forth the terms and conditions under which the cannabis business will operate. Such requirements for the cannabis business operator shall include, but are not limited to, the following:

- (1) Providing a public outreach and education program;
- (2) Implementing and maintaining a social equity program;
- (3) Payment and reporting of fees and other charges, which may be imposed on gross receipts and/or square footage of cultivation, or such other methodology as determined by the City Council;
- (4) Implementing and maintaining a security plan to be approved by the Chief of Police;
- (5) Implementing and maintaining an odor control and mitigation plan;
- (6) Payment of fees and charges including, but not limited to administrative and penalty fees;
- (7) Record keeping;
- (8) Compliance with city's requirements for periodic review and audit of the cannabis business's operations and related matters;
- (9) Insurance coverage as required by the city;
- (10) Indemnification of the city, its officers, officials, employees, agents and consultants;
- (11) Assignability;
- (12) Procedures for amendment of the operating agreement;
- (13) Hours of operation;
- (14) Signage;
- (15) External lighting; and
- (16) Such other terms and conditions that will protect and promote the public health, safety, and welfare.

(C) In addition to the standard findings for approval of a use permit, the City Council shall make the following additional finding in support of approval of a use permit for a cannabis business.

(1) That the location and site characteristics of the proposed cannabis business are consistent with all applicable state laws and city standards or guidelines, that all provisions have been made to ensure that the operation of the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the city.

(D) Cannabis businesses may be established as described in Table A.

<b>TABLE A</b>		
Overlay District	License Types Permitted	Permit Requirement
CB 1	1, 1A, 1B, 1C, 2, 2A, 2B, 3, 3A, 3B, 4, 5, 5A, 5B, 6, 7, 8, 10, 11, 12	City Council Use Permit
CB 2	10	City Council Use Permit
CB 3	10	City Council Use Permit

(1) License type 7 is not allowed in multi-tenant buildings in CB 1.

(E) The separation requirements for the Cannabis Business Overlay Zoning Districts shall be as described in Table B:

<b>TABLE B</b>		
Overlay District	Between Retail Uses	From Sensitive Use
CB 1	600'	600'
CB 2	200'	200'
CB 3	600'	600'

(1) Notwithstanding § 9-5.3845(E), the city shall have the discretion to decrease the 600-foot restriction without requiring a variance when significant barriers (such as large roadways, railroad tracks, or similar buffers) exist between the proposed retail cannabis business and the existing use identified in § 9-5.3845(D)(4).

(2) Solely as to CB 2, the term "sensitive use" shall not include any property located within the city's boundaries and occupied by a city residential land use or designated by the city as residential in the city's general plan or zoning ordinance.

(3) The separation requirements referenced in § 9-5.3845(E) for sensitive uses shall be measured property line to property line. The separation requirements referenced in § 9-5.3845(E) for retail businesses shall be measured between the primary entrance/exit for the business' customers for each retail business.

(F) Applicants to operate cannabis businesses, as well as current cannabis businesses, shall pay their share of city fees, charges, and other costs of city staff and consultants (including outside legal counsel) for matters relating to their application and business (e.g., conditional use permit, operating agreement, and any modification or implementation thereof). The applicant shall make a cash deposit with the city in an amount to be determined by the City Attorney. The city shall return any unused deposit; the business applicant/operator shall pay any amount greater than the original deposit. The applicant/operator may have to make more than one deposit.

(Ord. 2143-C-S, passed 6-26-18; Am. Ord. 2165-C-S, passed 4-23-19; Am. Ord. 2191-C-S, passed 10-27-20; Am. Ord. 2199-C-S, passed 10-26-21)



Department of  
Cannabis Control  
CALIFORNIA

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[CA.GOV](#) / [Department of Cannabis Control](#) / Applicants / License types

# License types

The Department of Cannabis Control (DCC) issues licenses based on the type of cannabis activity that your business will perform. If you will do more than one activity, you may need more than one license.

You must have a valid DCC license before performing any commercial cannabis activity, including:

- Growing cannabis (cultivation)
- Transporting cannabis (distribution)
- Making cannabis products (manufacturing)
- Testing cannabis or cannabis products (testing laboratory)
- Selling cannabis (retail)
- Holding an event where cannabis will be sold (event organizers)

When you know what license type you need, DCC has resources to help you learn:

- [The license application requirements](#)
- [How to apply for a license](#)
- [How the DCC licensing team reviews applications](#)
- [How to renew a license](#)

# Cultivation licenses

Cultivation license types are based on the:

- Type of production and lighting used
- Number of plants grown or size of the canopy. The canopy is the area where mature (flowering) plants are grown.

The cultivation license types are:

- Specialty cottage
  - Specialty cottage outdoor – up to 25 mature plants or up to 2,500 square feet of canopy
  - Specialty cottage indoor – up to 500 square feet of canopy
  - Specialty cottage mixed-light tier 1 and 2 – up to 2,500 square feet of canopy
- Specialty
  - Specialty outdoor – up to 50 mature plants or up to 5,000 square feet of canopy
  - Specialty indoor – 501 to 5,000 square feet of canopy
  - Specialty mixed-light tier 1 and 2 – 2,501 to 5,000 square feet of canopy
- Small
  - Small outdoor – 5,001 to 10,000 square feet of canopy
  - Small indoor – 5,001 to 10,000 square feet of canopy
  - Small mixed-light tier 1 and 2 – 5,001 to 10,000 square feet of canopy
- Medium
  - Medium outdoor – 10,001 square feet to 1 acre of canopy
  - Medium indoor – 10,001 to 22,000 square feet of canopy
  - Medium mixed-light tier 1 and 2 – 10,001 to 22,000 square feet of canopy
- Large
  - Large outdoor – more than 1 acre of total canopy

- Large indoor – more than 22,000 square feet of total canopy
- Large mixed-light – mixed-light site with more than 22,000 square feet of total canopy
- Nursery – for cultivators that only grow clones, immature plants, seeds or other types of cannabis used for propagation
- Processor – for cultivators that only trim, sift, cure, dry, grade, package or label cannabis

## Determining your license type

**Outdoor licenses** are for cultivators who grow cannabis outside without using any artificial lighting on mature plants.

**Indoor licenses** are for cultivators who grow cannabis in a permanent structure using at least 25 watts of artificial light per square foot.

**Mixed-light licenses** are for cultivators who grow cannabis in a:

- Greenhouse
- Hoop-house
- Glasshouse
- Conservatory
- Hothouse
- Other similar structure

Mixed-light licenses have two tiers based on the amount of artificial light used:

- Tier 1 – Up to 6 watts per square foot of artificial light
- Tier 2 – 6 to 25 watts per square foot of artificial light

## Manufacturing license types

Manufacturing license types are based on:

- The activities performed
- The chemicals used for extraction and post processing, if any
- Whether the manufacturer works in a shared-use facility

## **Type 7: volatile solvent manufacturing**

Type 7 manufacturers can:

- Use volatile solvents for extraction or post-extraction processing of cannabis extract
- Use non-volatile solvents for extraction or post processing
- Use mechanical methods for extraction
- Make cannabis products through infusion
- Package and label cannabis products

Volatile solvents are chemicals that produce a flammable gas or vapor. Examples include:

- Butane
- Heptane
- Hexane
- Propane

## **Type 6: non-volatile solvent manufacturing or mechanical extraction**

Type 6 manufacturers can:

- Use non-volatile solvents for extraction or post-extraction processing
- Use mechanical methods for extraction
- Make cannabis products through infusion
- Package and label cannabis products



Non-volatile solvents are chemicals that do not produce a flammable gas or vapor. Examples include:

- Ethanol
- Carbon dioxide
- Cooking oils
- Butter

Mechanical extraction uses pressure, heat or cold to extract cannabinoids instead of using chemicals. Examples include:

- Rosin presses
- Dry ice

## **Type N: infusion of products**

Type N manufacturers can:

- Make cannabis products through infusion
- Package and label cannabis

Infusion mixes cannabis extract or plant material with other ingredients to make a cannabis product.

## **Type P: packaging and labeling**

Type P manufacturers can only package and label cannabis products.

## **Type S: manufacturers who work in a shared-use facility**

Type S manufacturers operate in shared-use facilities and can:

- Extract cannabis using butter or food-grade oils, water, glycerin, vegetable oil, animal fat, or using mechanical methods
- Make cannabis products through infusion
- Package and label cannabis

Shared-use facilities are places where multiple Type S manufacturers rotate on a schedule and share space and equipment. A Type 7, 6 or N license can register all or part of their manufacturing premises as a shared-use facility.

## **Distribution licenses**

### **Type 11: distributor**

Type 11 distributors can:

- Move cannabis and cannabis products between cultivation, manufacturing or distribution premises
- Move finished cannabis goods to retail premises
- Provide storage services to other licensees
- Arrange for testing of cannabis goods

### **Type 13: transport-only distributor**

Type 13 distributors can move cannabis and cannabis products between cultivation, manufacturing or distribution premises. Reduced fees are available if you only want to transport the goods you cultivate or manufacture.

## **Testing laboratory licenses**

The Type 8 license is for laboratories that test cannabis goods prior to sale at a retailer.

Testing laboratories must obtain and maintain ISO/IEC 17025 accreditation. You can use an interim testing license while you work on your accreditation.

## **Retail licenses**

### **Type 9: non-storefront retailer (delivery only)**

A non-storefront retailer sells cannabis goods to customers only through delivery.

## **Type 10: storefront retailer**

A storefront retailer has a physical location where cannabis goods are sold. Storefront retailers can also deliver cannabis goods.

## **Microbusiness licenses**

The Type 12 license is for businesses that do at least three of the following activities at one location:

- Cultivation – up to 10,000 total square feet
- Manufacturing – use of non-volatile solvents, mechanical extraction or infusion
- Distribution or distribution transport-only
- Retail – storefront or non-storefront

## **Event licenses**

There are two cannabis event license types:

- Event organizer – for the person hosting cannabis events
- Temporary cannabis event – for the event itself

Cannabis events can only be held by a person with an event organizer license.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting December 10, 2024

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

**SUBMITTED BY:** Ellie Householder, MPP, City Clerk

**SUBJECT:** Resolution Confirming Canvass by the County Clerk of Contra Costa County of Ballots Cast in the General Municipal Election held on November 5, 2024

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution confirming the certified results received by the County Clerk of Contra Costa County of ballots cast in the General Municipal Election held on November 5, 2024.

### **FISCAL IMPACT**

The fiscal year 2024/25 General Fund budget includes \$123,305 for the cost of the November 5, 2024 General Municipal Election.

### **DISCUSSION**

The County Clerk of the Contra Costa County Elections Division has provided the certified results of canvass for November 5, 2024, General Municipal Election to the Antioch City Clerk. Once the certified results are received, the Antioch City Clerk must also certify the results pursuant to California Elections Code section 10262. The Resolution (Attachment 'A') must be adopted at the next regularly scheduled Council Meeting to officially declare the results of the election for Mayor, Council Member District 2, Council Member District 3, City Clerk, and City Treasurer seats. The terms of office shall be four (4) years.

### **ATTACHMENTS**

#### **A. Resolution**

Exhibit 1 to Resolution – Certification of the results of the canvass of ballots cast from the Antioch City Clerk and the County Clerk of Contra Costa for the November 5, 2024, General Municipal Election.

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA COUNTY  
OF BALLOTS CAST AT THE GENERAL MUNICIPAL ELECTION HELD ON  
NOVEMBER 5, 2024**

**WHEREAS**, the County Clerk of Contra Costa County, pursuant to the request of the City Clerk for the City of Antioch, has duly canvassed the votes cast in the General Municipal Election held on November 5, 2024, for the election of Mayor, Council Member District 2, Council Member District 3, City Treasurer, and City Clerk seats for the City of Antioch as hereinafter set forth, and has certified the results of the votes cast thereon; and

**WHEREAS**, the Antioch City Clerk has certified to this City Council the certification of results received by the County Clerk of Contra Costa County which is now on file in the office of the Antioch City Clerk.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that the canvass of votes of the November 5, 2024, election by the County Clerk of Contra Costa County as shown by said certification and the results shown thereby are hereby ratified, confirmed, and approved, and the votes cast for the various candidates are attached as provided in "Exhibit 1".

**IT IS THEREFORE, FURTHER RESOLVED, FOUND AND DETERMINED** as follows:

- 1) ROWLAND BERNAL** was elected as Mayor for a term of four (4) years, commencing forthwith;
- 2) LOUIS JESUS ROCHA** was elected as Council Member District 2 for a term of four (4) years, commencing forthwith;
- 3) DONALD PATRICK FREITAS** was elected as Council Member District 3 for a term of four (4) years, commencing forthwith;
- 4) JORGE R. ROJAS, JR.** was elected as City Treasurer for a term of four (4) years, commencing forthwith; and
- 5) MELISSA RHODES** was elected as City Clerk for a term of four (4) years, commencing forthwith.

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\***

December 10, 2024

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**I HEREBY CERTIFY** that the foregoing resolution was duly passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of December 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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





**CITY CLERK'S CERTIFICATE**  
**As to the results of the canvass of the**  
**City of Antioch**  
**November 5, 2024, General Election**

State of California  
County of Contra Costa, } ss  
City of Antioch

I, **ELIZABETH HOUSEHOLDER, MPP**, City Clerk in and for the City of Antioch, Contra Costa County, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, confirm the certified results of the ballots cast for the City of Antioch in the General Election held on November 5, 2024, by the County Clerk of Contra Costa County.

I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in the City of Antioch and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true, and correct.

**WITNESS my hand and official seal this 10th day of December 2024.**



**ELIZABETH HOUSEHOLDER, MPP**  
**CITY CLERK FOR THE CITY OF ANTIOCH**

DEC 04 2024

RECEIVED

CERTIFICATE OF COUNTY CLERK  
AS TO THE RESULTS OF THE CANVASS OF THE  
**City of Antioch**  
NOVEMBER 5, 2024 GENERAL ELECTION

State of California            )  
  ) ss.  
County of Contra Costa        )

I, Kristin B. Connelly, County Clerk-Recorder in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Antioch**, in said county at the General Election held on November 5, 2024. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true, and correct.

WITNESS my hand and official seal this 3rd day of December, 2024.

Kristin B. Connelly, County Clerk-Recorder



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

Jacob Stull, Deputy Clerk

## CITY OF ANTIOCH, MAYOR (Vote for 1)

Precincts Reported: 61 of 61 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		36,273	7,549	43,822 / 66,128	66.27%
Candidate	Party	Vote By Mail	In-Person	Total	
RON BERNAL		21,677	4,114	25,791	61.98%
LAMAR HERNÁNDEZ-THORPE		10,632	2,151	12,783	30.72%
RAKESH CHRISTIAN		2,413	628	3,041	7.31%
Total Votes		34,722	6,893	41,615	

## CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 2 (Vote for 1)

Precincts Reported: 11 of 11 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		8,345	1,743	10,088 / 15,511	65.04%
Candidate	Party	Vote By Mail	In-Person	Total	
LOUIE ROCHA		4,455	806	5,261	57.80%
DOMINIQUE KING		3,233	608	3,841	42.20%
Total Votes		7,688	1,414	9,102	

## CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 3 (Vote for 1)

Precincts Reported: 15 of 15 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		11,199	2,127	13,326 / 19,391	68.72%
Candidate	Party	Vote By Mail	In-Person	Total	
DONALD "DON" FREITAS		4,939	796	5,735	49.19%
ADDISON PETERSON		2,868	523	3,391	29.09%
ANTWON RAMON WEBSTER		2,118	414	2,532	21.72%
Total Votes		9,925	1,733	11,658	

## CITY OF ANTIOCH, CITY CLERK (Vote for 1)

Precincts Reported: 61 of 61 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		36,273	7,549	43,822 / 66,128	66.27%
Candidate	Party	Vote By Mail	In-Person	Total	
MELISSA RHODES		27,821	5,268	33,089	100.00%
Total Votes		27,821	5,268	33,089	

## CITY OF ANTIOCH, TREASURER (Vote for 1)

Precincts Reported: 61 of 61 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		36,273	7,549	43,822 / 66,128	66.27%
Candidate	Party	Vote By Mail	In-Person	Total	
JORGE ROJAS JR		12,272	2,330	14,602	37.56%
LORI OGORCHOCK		10,233	2,057	12,290	31.61%
JIM DAVIS		10,043	1,943	11,986	30.83%
Total Votes		32,548	6,330	38,878	

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 10, 2024

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

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

**SUBJECT:** Selection of Mayor Pro Tempore

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**RECOMMENDED ACTION**

It is recommended that the City Council select the mayor pro tempore.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**DISCUSSION**

Government Code § 36802 states that the mayor shall preside at the meetings of the City Council. If the mayor is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act. The mayor pro tempore has all of the powers and duties of the mayor.

Antioch Municipal Code § 2-1.403 states that the mayor pro tempore shall have all the duties and responsibilities specified in the California Government Code. Pursuant to California Government Code § 36802, the mayor pro tempore serves in the absence of the mayor or if he is unable to act until the mayor returns or is able to act. During such time, the mayor pro tempore has all of the powers and duties of the mayor. However, pursuant to California Government Code § 34902, in the case of a vacancy in the office of the mayor for any reason, the City Council shall fill the vacancy by appointment, or by calling an election as specified in that provision. (AMC § 2-1.403)

On June 23, 2020, the City Council adopted an ordinance amending Sections 1.401 and 1.402 of Title 2 of the Antioch Municipal Code revising the selection process and term of office for mayor pro tempore ("Ordinance"). The selection process under the ordinance reads as follows:

**§ 2-1.401 SELECTION.**

(A) At the first City Council meeting following each general municipal election, or at the first City Council meeting of December during every odd year commencing

in 2021, the City Council shall designate one of its members to be mayor pro tempore.

(B) The City Council shall select the mayor pro tempore as follows:

(1) The council member who has not previously served as mayor pro tempore shall be selected. If more than one council member has not previously served as mayor pro tempore, the City Council shall select the member who received the highest percentage of votes from his or her district in the most recent general municipal election at which the council member was elected. If the selected council member declines, the City Council shall select the next council member who has not previously served and has the next highest percentage of votes from his or her district.

(2) If all council members have previously served as mayor pro tempore, or if the council members eligible in accordance with subsection (B)(1) decline, the City Council shall select the council member who received the highest percentage of votes in his or her district in the most recent general municipal election at which the council member was elected. If the selected council member declines, or if the council member would serve two consecutive years if chosen, the City Council shall select the member with the next highest percentage of votes from his or her district in the most recent general municipal election at which the council member was elected.

The following council members have previously served as mayor pro tempore:

- Monica E. Wilson (appointed December 8, 2020)
- Tamisha Torres-Walker (appointed December 13, 2022)
- Monica E. Wilson (appointed December 12, 2023)

Pursuant to Antioch Municipal Code § 2-1.401(B)(2), if all council members previously served as mayor pro tempore, the City Council shall select the council member who received the highest percentage of votes in his or her district in the most recent general municipal election at which the council member was elected. Attachment A to this staff report contains the December 4, 2024 City of Antioch City Council election results. Louis Rocha received the highest percentage of votes in his district in the most recent general municipal election at which the council members were elected ("Attachment A").

## **ATTACHMENTS**

A. City Clerk's Certificate of the Election Results for the City of Antioch



**CITY CLERK'S CERTIFICATE**  
**As to the results of the canvass of the**  
**City of Antioch**  
**November 5, 2024, General Election**

State of California  
County of Contra Costa, } ss  
City of Antioch

I, **ELIZABETH HOUSEHOLDER, MPP**, City Clerk in and for the City of Antioch, Contra Costa County, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, confirm the certified results of the ballots cast for the City of Antioch in the General Election held on November 5, 2024, by the County Clerk of Contra Costa County.

I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in the City of Antioch and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true, and correct.

**WITNESS my hand and official seal this 10th day of December 2024.**



**ELIZABETH HOUSEHOLDER, MPP**  
**CITY CLERK FOR THE CITY OF ANTIOCH**



DEC 04 2024

RECEIVED

CERTIFICATE OF COUNTY CLERK  
AS TO THE RESULTS OF THE CANVASS OF THE  
**City of Antioch**  
NOVEMBER 5, 2024 GENERAL ELECTION

State of California                    )  
  ) ss.  
County of Contra Costa            )

I, Kristin B. Connelly, County Clerk-Recorder in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Antioch**, in said county at the General Election held on November 5, 2024. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true, and correct.

WITNESS my hand and official seal this 3rd day of December, 2024.

Kristin B. Connelly, County Clerk-Recorder



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

Jacob Stull, Deputy Clerk

## CITY OF ANTIOCH, MAYOR (Vote for 1)

Precincts Reported: 61 of 61 (100.00%)

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Candidate	Party	Vote By Mail	In-Person	Total	
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Total Votes		34,722	6,893	41,615	

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Candidate	Party	Vote By Mail	In-Person	Total	
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CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 10, 2024

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** City Council Appointments to Council Committee Assignments and Council Standing Committees

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**RECOMMENDED ACTION**

It is recommended that the City Council review and discuss City Council Appointments to Council Committee Assignments and Standing Committees. Mayor Bernal will advance appointments for City Council approval by majority vote to be acted upon as follows:

- 1) Motion to approve all appointments for Mayor Bernal.
- 2) *Motion to approve all appointments for Mayor Pro Tem (Council Member District \_\_\_\_ ) – [name of mayor pro tem].*
- 3) Motion to approve all appointments for Council Member District 1 – Torres-Walker.
- 4) Motion to approve all appointments for Council Member District 2 – Rocha.
- 5) Motion to approve all appointments for Council Member District 3 – Freitas.
- 6) Motion to approve all appointments for Council Member District 4 – Wilson.

**FISCAL IMPACT**

This recommended action has no direct fiscal impact.

**DISCUSSION**

City Council Appointments to Council Committee Assignments and Council Standing Committees are reviewed and revisited every two years.

**ATTACHMENTS**

A. Council Committee Assignments for 2024-2026

**Council Appointments****December 2022 to December 2024**

<b>COMMITTEE</b>	<b>REPRESENTATIVES</b>	<b>COMMITTEE INFORMATION</b>
ABAG (Association of Bay Area Govmt)	Mayor Pro Tem Torres-Walker Council Member Ogorchock (alt.)	General Assembly- once a year
Chamber of Commerce Liaison	Council Member Ogorchock	2nd Thursday of month, 8:00 A.M. Chamber Conference Room
Community Advisory Board- SF Bay Water Emergency Transit Authority	Mayor Pro Tem Torres-Walker	TBD
Delta Diablo	Mayor Thorpe Council Member Wilson (alt.)	2nd Wednesday of month, 4:30 P.M., 2500 Pittsburg/Antioch Highway
East Bay Division (League of California Cities)	Council Member Barbanica	3rd Thursday of month, 6:00 P.M. Rotates between Contra Costa and Alameda Counties
TRANSPLAN	Mayor Thorpe Council Member Wilson (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East Contra Costa Regional Fee and Financing Authority (ECCRFA)	Mayor Thorpe Council Member Wilson (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
State Route 4 By-Pass Authority	Mayor Thorpe Council Member Wilson (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East County Water Management Association	Council Member Barbanica	As needed, 2-3 times per year
Tri Delta Board of Directors Eastern Contra Costa Transit Authority	Mayor Thorpe Council Member Wilson (alt.)	4th Wednesday of month, 4:00 P.M., Tri Delta Transit, 801 Wilbur Ave
Northeast Antioch Annexation	Council Member Ogorchock	As needed
Mayors' Conference	Mayor Thorpe Council Member Wilson (alt.)	1st Thursday of month, 6:30 P.M. Rotates between cities of Contra Costa County

**Council Committee Assignments**

Community Development Block Grant (CDBG) Committee	Mayor Pro Tem Torres-Walker Council Member Barbanica	Standing Committee - As needed Community Development Dept. to develop agenda and handle noticing
Lone Tree Golf Course Committee	Council Member Wilson Council Member Ogorchock	Standing Committee - As needed Parks and Rec. Dept. to develop agenda and handle noticing
City/School Committee	Mayor Pro Tem Torres-Walker Council Member Ogorchock	Standing Committee - As needed City Manager's to develop agenda and handle noticing
Cannabis Committee	Mayor Pro Tem Torres-Walker Council Member Wilson	Standing Committee - As needed City Attorney's Office to develop agenda and handle noticing
Waterfront Revitalization Committee	Mayor Pro Tem Torres-Walker Council Member Wilson	Standing Committee - As needed City Manager's Office to develop agenda and handle noticing