

CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

Antioch City Council

REGULAR MEETING

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

Date: Tuesday, April 26, 2022

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

Place: Council Chambers
200 ‘H’ Street
Antioch, CA 94509

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar Thorpe, Mayor
Michael Barbanica, Mayor Pro Tem (District 2)
Tamisha Torres-Walker, Council Member District 1
Lori Ogorchock, Council Member District 3
Monica E. Wilson, Council Member District 4

Ellie Householder, City Clerk
Lauren Posada, City Treasurer
Cornelius Johnson, Interim City Manager
Thomas Lloyd Smith, City Attorney

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

SPEAKER RULES

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

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

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

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

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

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

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

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

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

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

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

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Management Unit, Treatment Plant Employees' Association, Antioch Public Works Association, and Antioch Police Sworn Management Association.

No reportable action

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

Direction provided to City Attorney and City Manager

6:01 P.M. ADJOURNED TO CLOSED SESSION

**7:01 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing
Successor to the Antioch Development Agency – *All Present***

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

1. PROCLAMATIONS

- In Honor of A Home within CASA (Court Appointed Special Advocates) Therapy Project
- Arbor Day, April 29, 2022

Approved, 5/0

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

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- RECREATION EXPO – MAY 7, 2022

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- ECONOMIC DEVELOPMENT COMMISSION
- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

- 4. PRESENTATION** – *Brackish Water Desalination Project Update presented by John Samuelson, Public Works Director/City Engineer*

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

- A. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MARCH 11, 2022**

Approved, 5/0

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

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

- B.** APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 22, 2022
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Meeting Minutes.
- C.** APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 12, 2022
Continued, 5/0
Recommended Action: It is recommended that the City Council continue the Meeting Minutes.
- D.** APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 19, 2022
Continued, 5/0
Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes.
- E.** APPROVAL OF COUNCIL WARRANTS
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the warrants.
- F.** APPROVAL OF HOUSING SUCCESSOR WARRANTS
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the warrants.
- G.** REJECTION OF CLAIMS: NIRIVANA ALLEN, OLIVIA ALLEN, NIRIVANA ALLEN, JR., KANAI ALLEN, QZAIHAH ALLEN, AND CARLA MCLAURIN
Rejected, 5/0
Recommended Action: It is recommended that the City Council reject the claims submitted by Nirivana Allen, Olivia Allen, Nirivana Allen, Jr., Kanai Allen, Qzaiah Allen, and Carla McLaurin.
- H.** SECOND READING – FORMATION OF THE PROPOSED CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES) FOR LAUREL RANCH SUBDIVISION (PW 698) (*Introduced on April 12, 2022*)
Ord No. 2209-C-S adopted, 5/0
Recommended Action: It is recommended that the City Council adopt the Ordinance Levying Special Taxes within the City of Antioch Community Facilities District No. 2022-01 (Public Services).

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

I. SECOND READING – STRATEGIC INFILL HOUSING STUDY (Introduced on April 12, 2022)

Ord No. 2210-C-S adopted, 5/0

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

- 1) Adopt the ordinance for a Zoning Map Amendment to rezone ten (10) sites to include a “Commercial Infill Housing (CIH) Overlay District” designation, zoning map amendment (Z-22-01).

Ord No. 2211-C-S adopted, 5/0

- 2) Adopt the ordinance for Zoning Text Amendments amending Sections 9-5.203 “Definitions,” 9-5.301 “Districts Established and Defined,” 9-5.3801 “Summary of Zoning Districts,” 9-5.3808 “Table of Land Use Regulations,” and 9-5.601 “Height, Area and Setback Regulations for Primary Structure” of the Antioch Municipal Code.

J. RESOLUTION FOR ON-CALL CONTRACT PLANNING AND ENVIRONMENTAL CONSULTING SERVICES

Reso No. 2022/64 adopted, 5/0

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

- 1) Adopt the Resolution approving Agreements for On-Call Planning and Environmental Consulting Services with Stantec, Raney, and MIG; and
- 2) Authorize the City Manager to execute the Agreements.

K. RESOLUTION AMENDING AN EXISTING CONTRACT FOR CONSULTANT SERVICES WITH URBAN PLANNING PARTNERS FOR THE PREPARATION OF THE 6TH CYCLE HOUSING ELEMENT 2023-2031 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

Reso No. 2022/65 adopted, 5/0

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

- 1) Approving a contract amendment in the amount of \$157,300 with Urban Planning Partners; and
- 2) Authorize the City Manager to execute the amended agreement.

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

L. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR PREWETT PARK CONCRETE IMPROVEMENTS, PHASE II (P.W. 567-9)

Reso No. 2022/66 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for Prewett Park Concrete Improvements, Phase II.

M. WATER RATE STUDY

Reso No. 2022/67 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to approve water rates for Fiscal Year 2022-23 and Fiscal Year 2023-24 with no increases in rates.

N. CONSIDERATION OF BIDS FOR CITY PARK LANDSCAPE ENHANCEMENT BID NO. 988-0309-22A

Reso No. 2022/68 adopted, 5/0

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

- 1) Approving an amendment to increase the Fiscal Year 2021/22 Capital Improvement Budget for the City Park Landscape Enhancement in the amount of \$20,000 from the Parks Division General Fund;
- 2) Awarding the construction agreement for the City Park Landscape Enhancement to the lowest, responsive, and responsible bidder, Elite Landscape Construction Inc.;
- 3) Approving a construction agreement with Elite Landscape Construction Inc. in the amount of \$205,839.99; and
- 4) Authorizing the City Manager to execute the construction agreement with Elite Landscape Construction Inc. for a total amount of \$205,839.99 in a form approved by the City Attorney.

O. RESOLUTION ACCEPTING THE OFFERS OF DEDICATION FOR LAUREL ROAD RELATED TO THE LAUREL RANCH SUBDIVISION (P.W. 698)

Reso No. 2022/69 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting the offers of dedication from the property owner for Laurel Road.

COUNCIL REGULAR AGENDA

6. UNHOUSED RESIDENT SERVICES – FALL 2022 CYCLE STATE OF CALIFORNIA HOMEKEY PROGRAM AND EXECUTIVE INN LOCATED AT 515 EAST 18TH STREET

Council motioned to postpone to a later date, 4/1 (Barbanica)

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

- 1) Authorizing the City to pursue State of California Homekey Program funding for housing opportunities associated with the Executive Inn located at 515 East 18th Street;
- 2) Pledging the 5-year City commitment of a subsidy estimated at \$12.3 million dollars in local funds; and
- 3) Authorizing pursuit of the public procurement process to identify an experienced developer partner to assist with financing, development, long term ownership and operations of the future Homekey site.

7. BICYCLE GARDEN – SELECTION OF PREFERRED LOCATION AND ONE ALTERNATE LOCATION, IDENTIFICATION OF CONTRA COSTA TRANSPORTATION AUTHORITY AS LEAD AGENCY OF THE PROJECT, AND FUNDING AUTHORIZATION FOR SCOPE AND DESIGN PHASE

Reso No. 2022/70 adopted *changing approval date to April 26, 2022, To include Prewett Park as the preferred location with Gentrytown Park as the alternate location, 5/0*

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

- 1) Selecting the preferred location and one alternate location for the Bicycle Garden;
- 2) Identifying the Contra Costa Transportation Authority (CCTA) as the lead agency with the intent to enter in a funding agreement in an amount not to exceed \$550,000 for the planning and design of the Bicycle Garden to be **approved by City Council at a future meeting**; and
- 3) Authorizing the Finance Director to make an adjustment to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget in an amount not to exceed \$550,000 from the General Fund for the planning and design of the Bicycle Garden.

9:51 P.M. ADJOURNED TO BREAK

9:59 P.M. RECONVENED WITH ALL COUNCIL PRESENT

COUNCIL REGULAR AGENDA – Continued

8. DISCUSSION ITEM: TOBACCO ORDINANCE GRACE PERIOD TEMPORARILY SUSPENDING THE IMPLEMENTATION OF NEW RESTRICTIONS ON SALES OF TOBACCO OR TOBACCO PRODUCTS WITH CHARACTERIZING FLAVOR, ELECTRONIC CIGARETTES, CIGARS, AND LITTLE CIGARS

Direction provided to staff to prepare an amendment to the Tobacco Ordinance implementing a grace period until December 1, 2022, focus on community education; and suspend enforcement

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

- 1) Whether staff should prepare an amendment to the tobacco ordinance implementing a grace period temporarily suspending the implementation of new restrictions on sales of tobacco or tobacco products with characterizing flavor, electronic cigarettes, cigars, and little cigars;
- 2) The duration of the grace period, if any and
- 3) Whether staff should focus on community education and suspend enforcement activity until the passage of the amendment to the ordinance.

9. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE CONFIDENTIAL UNIT FOR THE PERIOD OF OCTOBER 1, 2021 – SEPTEMBER 30, 2025

Reso No. 2022/71 adopted, 5/0

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

- 1) Approving the Tentative Agreement between the City of Antioch and the Confidential Unit; and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

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

Reso No. 2022/72 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Fourth Amendment to the Employment Agreement with Thomas Lloyd Smith for City Attorney Services and authorizing the Mayor to sign the Agreement.

COUNCIL REGULAR AGENDA – Continued

11. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL UNION NO. 3 REPRESENTATIONAL UNIT IV FOR THE PERIOD OF OCTOBER 1, 2021 – SEPTEMBER 30, 2025

Reso No. 2022/73 adopted, 5/0

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

- 1) Approving the Tentative Agreement between the City of Antioch and Operating Engineers Local Union No. 3 Representational Unit IV (OE3); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

COUNCIL MEMBER OGORCHOCK REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEMS #15 AND #16 TO BE HEARD BEFORE ITEM #12; APPROVED 5/0

15. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1, 2021 – SEPTEMBER 30, 2025

Reso No. 2022/74 adopted, 5/0

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

- 1) Approving the Tentative Agreement between the City of Antioch and the Management Unit; and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

16. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE TREATMENT PLANT EMPLOYEES' ASSOCIATION FOR THE PERIOD OF OCTOBER 1, 2021 – SEPTEMBER 30, 2025

Reso No. 2022/75 adopted, 5/0

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

- 1) Approving the Tentative Agreement between the City of Antioch and the Treatment Plant Employees Association (TPEA); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

COUNCIL REGULAR AGENDA – Continued

COUNCIL MEMBER OGORCHOCK HAD REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEMS #15 AND #16 TO BE HEARD BEFORE ITEM #12; APPROVED 5/0

12. RECRUITMENT SIGNING BONUS/INCENTIVES FOR QUALIFIED LATERAL AND ACADEMY GRADUATE POLICE OFFICERS

Direction to Mayor to work with staff to develop a policy to bring back to Council for further discussion

Recommended Action: It is recommended that the City Council discuss and direct staff regarding modification of the City's recruitment signing bonus/incentive program to include qualified lateral and academy graduate police officers.

13. OVER HIRE OF SWORN POLICE OFFICERS

Direction to Mayor to work with staff to develop a policy to bring back to Council for consideration

Recommended Action: It is recommended that the City Council discuss and direct staff regarding the over hire of sworn police officers.

14. DISCUSSION ITEM: FORMATION OF THE PUBLIC SERVICES AND COMMUNITY RESOURCES DEPARTMENT

Direction to staff to not bring back ordinance

Recommended Action: It is recommended that the City Council provide direction including the following:

- 1) Whether staff should prepare an ordinance forming the Public Safety and Community Resources Department; and
- 2) If so, whether the ordinance should include a Public Safety Manager position or remain silent until later determination.

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

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

Motioned to adjourn meeting at 11:16 p.m., 5/0



*IN HONOR OF
A HOME WITHIN CASA (COURT APPOINTED SPECIAL ADVOCATES)
THERAPY PROJECT*

WHEREAS, Children and young adults who have been removed from their homes and placed in foster care have experienced significant trauma and left unaddressed, childhood trauma and mental health needs contribute to significant challenges in adulthood;

WHEREAS, more than 200 of the 800 foster youth in Contra Costa County live in Antioch;

WHEREAS, the mission of Court Appointed Special Advocates (CASA) is to recruit, train, and support volunteer advocates as a powerful voice for the best interest of abused and neglected children during the court process, in order to help every child ultimately thrive in a stable and permanent home;

WHEREAS, through their service and commitment, volunteers trained by CASA have helped to restore hope in the lives of children and youth;

WHEREAS, in November of 2019, CASA launched the CASA Therapy Project (now the Home Within CASA Therapy Project) as a teletherapy program so that foster youth in Contra Costa County could get therapy even if they had mild mental health symptoms and have the same therapist no matter how often or where they moved in California;

WHEREAS, A Home Within CASA Therapy Project has matched 17 foster youth from Antioch with dedicated volunteer therapists;

WHEREAS, A Home Within CASA Therapy Project plans to serve at least 30 foster youth from Antioch in the next year, and an additional 170 throughout California; and

WHEREAS, through private partnerships with organizations such as Kaiser Permanente and the support of grants such as those made through the Governor's Office are helping to expand the program statewide.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby recognize the dedication and hard work of the Court Appointed Special Advocates (CASA) of Contra Costa County in supporting the mental health of youth who are in the foster care system living in our community.

APRIL 26, 2022

LAMAR A. THORPE, Mayor

1.01
04-26-22



ARBOR DAY
APRIL 29, 2022

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska;

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife;

WHEREAS, trees beautify our community and are a renewable resource giving us paper, wood for our homes, and fuel for our fires;

WHEREAS, the City of Antioch has been named Tree City USA for the seventeenth consecutive year; and

WHEREAS, the City of Antioch will be celebrating Arbor Day with a treeplanting at the Antioch Community Park on April 29, 2022, at 1:00 p.m., with City Staff, and all members of the community are welcome.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim April 29, 2022, as ARBOR DAY in the City of Antioch and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

APRIL 26, 2022

LAMAR A. THORPE, Mayor

1.02
04-26-22

revitalize,
reenergize,
reimagine

OPEN TO THE PUBLIC
FREE EVENT!

Recreation Expo!



MAY 7, 2022
11AM-2PM
at the Antioch Water Park

10% OFF
In-Person Activity Registrations
during Expo hours only.

Discounted
Water Park
Season
Passes!

The City of Antioch's Parks & Recreation Department offers low-cost, quality activities and sports that exemplify the Department's mission of improving access to health and wellness for the community! Come to the Antioch Community Center to see what class and activity fits you and your family best!

BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards and committees. Any interested resident is encouraged to apply for the vacancy listed below. To be considered for these volunteer positions, a completed application must be received in the Office of the City Clerk **by 5:00 p.m., on April 27, 2022.** Applications are available at <https://www.antiochca.gov/#>.

- ***ECONOMIC DEVELOPMENT COMMISSION***
- ***SALES TAX CITIZENS' OVERSIGHT COMMITTEE***
- ***CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES***

Your interest and desire to serve our community is appreciated.

ECONOMIC DEVELOPMENT COMMISSION

(EXTENDED Deadline date: 04/27/2022)

The Antioch Chamber of Commerce shall recommend one member

- The EDC's function is to address economic development issues within the City and make recommendations to the City Council and staff regarding policies, regulations, marketing, development strategies and planning activities designed to enhance the City's economic base and create quality jobs.
- Seven-member board – 4 year terms. At least five members shall be Antioch residents/electors. Non-resident members shall own or operate a business in the City. The Antioch Chamber of Commerce shall recommend one member.
- Regular meetings are held at 7:00 p.m. on the first Tuesday in the months of February, April, June, September, October and December, the third Tuesday in July, and on the first Tuesday on an as-needed basis only during the months of March, May, and November. No meetings are held during January or August.
- Members of the Economic Development Commission are subject to The Brown Act open meeting law and are required to file an annual Statement of Economic Interest (FPPC Form 700).
- Commissioners must take the 2-hour AB1234 Ethics Training within one year of appointment and every two years thereafter. There is no cost to this online AB1234 Ethics Training provided by the Fair Political Practices Commission.
- Newly appointed and reappointed commissioners are required to take an Oath of Office administered by the City Clerk.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE

(EXTENDED Deadline date: 04/27/2022)

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

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



CONTRA COSTA MOSQUITO & VECTOR CONTROL
BOARD OF TRUSTEES

(Deadline date: 04/27/2022)

One (1) Antioch Citizen Representative Vacancy

- The Antioch City Council is seeking candidates for its representative to the Contra Costa Mosquito & Vector Control Board of Trustees.
- The Board of Trustees are officials appointed by their respective City Councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve for a term of two to four years and are highly dedicated to this community service.
- Must be an Antioch resident and at least the voting age of 18 with an interest in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel or land development, and a resident of the city which is in the District (California Health & Safety Code, Section 2242)
- The regular business meetings are held on the second Monday night of every other month. All meetings are currently conducted via Zoom in accordance with Government Code section 54935E.
- Additional information regarding the responsibilities and duties are available online at www.ContraCostaMosquito.com

Update to Antioch City Council
Brackish Water Desalination Project



Project Overview

Brackish Water Desalination Project



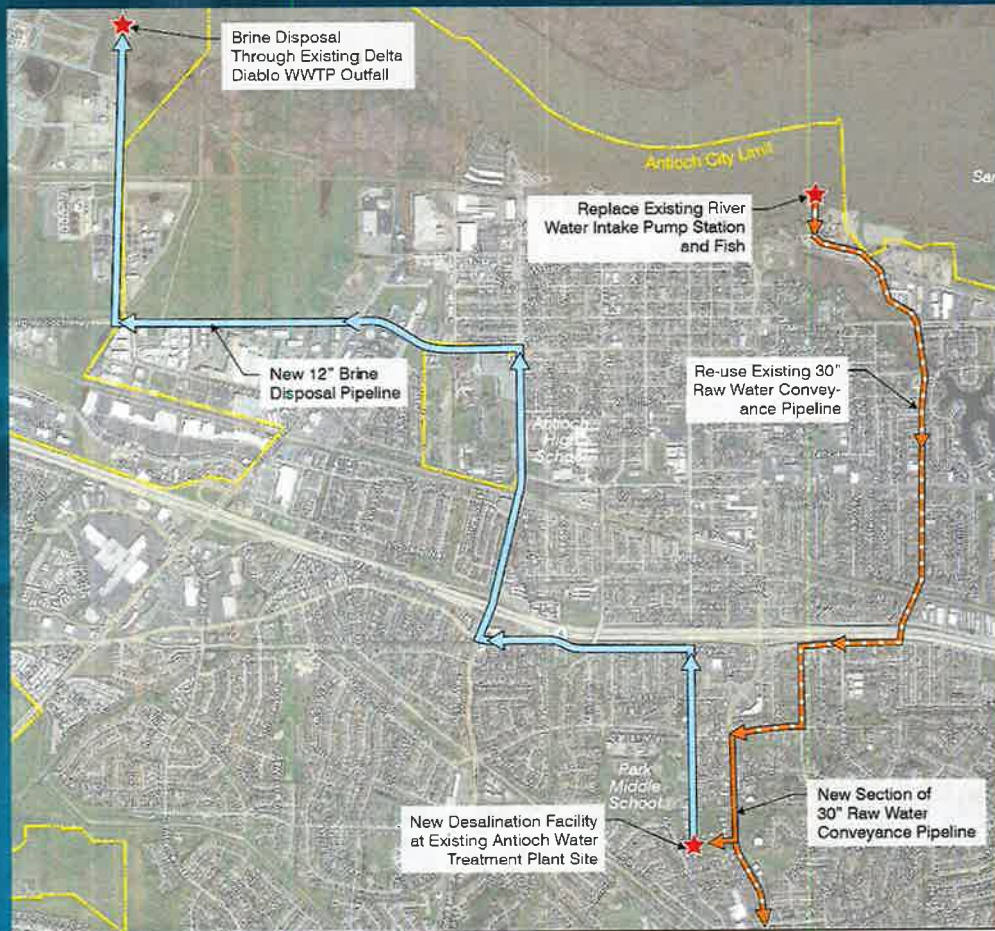
Reliable, Drought-Proof Water Supply



The Project will utilize reverse osmosis technology to enable the City to produce 6MGD of drinking water when Delta salinity is too high for conventional treatment



Cost-Effective Use of Existing Facilities



Key Elements

- Replace intake and add new state-of-the-art fish screen
- New 16 MGD Pump Station (8MGD during desal ops to produce 6 MGD treated)
- Upgrades to WTP
- New brine disposal pipeline to Delta Diablo (4 miles, 2 MGD)



Project Update

Brackish Water Desalination Project



Project Schedule

- Construction Contract Awarded – 12/18/2020
- Construction Started – 1/25/2021
- Anticipated Construction Completion – Mid 2023



Project Funding

- \$10M DWR Prop 1 Desalination Grant
- \$27M DWR Settlement Agreement
- \$55M SWRCB State Revolving Fund Loan
- \$17M Water Enterprise Funds



Construction Update – Water Intake

- Installed cofferdam to allow work within the San Joaquin River
- Installed shoring for intake pipeline and pump station
- Prepping foundation of pump station









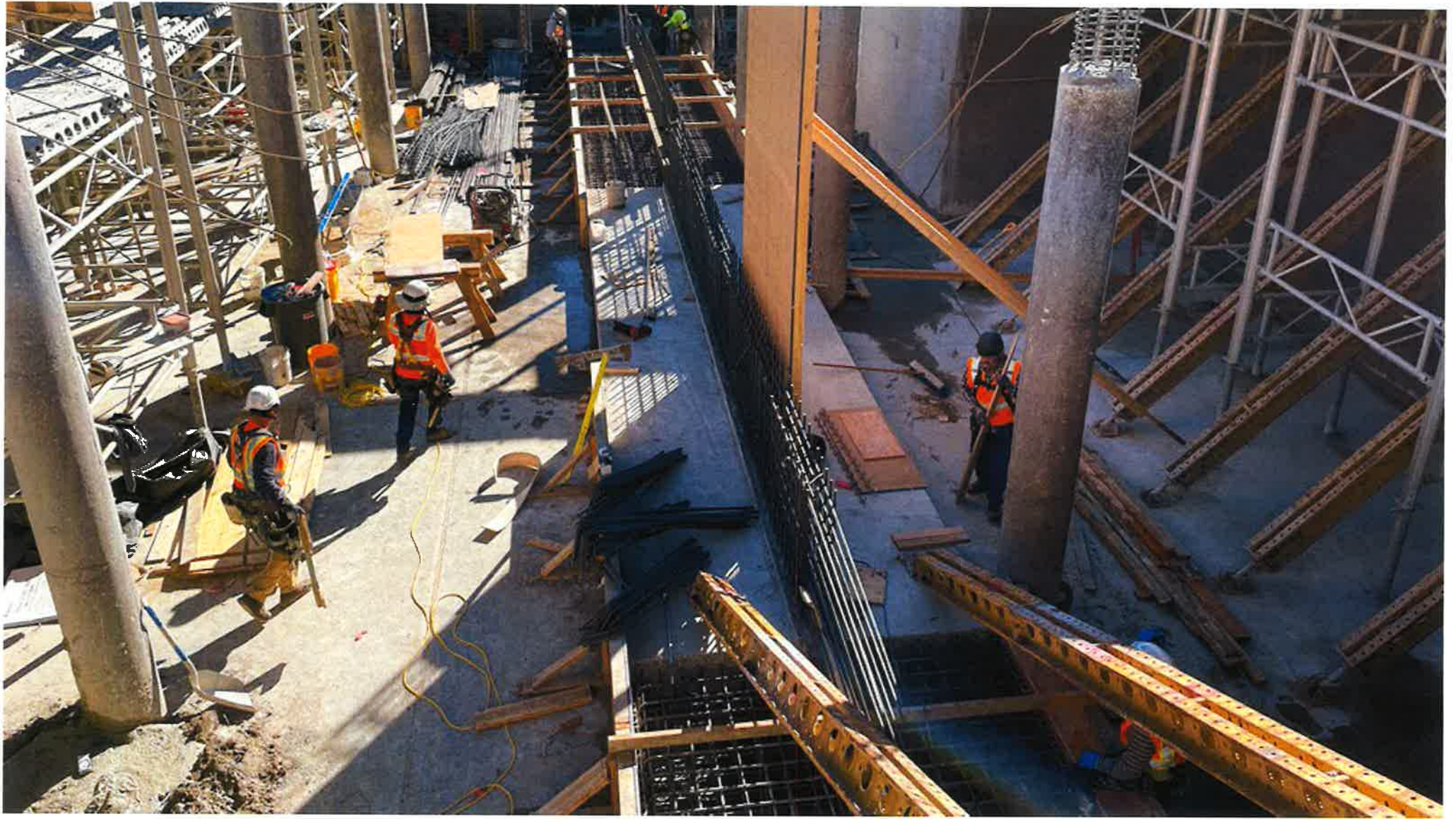
Construction Update – WTP

- Installed retaining wall for the new building
- Installed utilities for brackish water treatment building
- Modifying WTP A facilities
- Installing electrical upgrades









Construction Update – Brine Pipeline



- Installing new brine pipeline





What to Expect Over the Next 6 Months

- New intake completed with fish screens
- Pump station in progress
- Exterior walls for new brackish water treatment building completed
- Electrical and mechanical improvements to Plant A
- Complete installation of brine line along L Street



Questions?

Brackish Water Desalination Project



CITY COUNCIL MEETING

Special Meeting
5:15 P.M.

March 11, 2022
Council Chambers

5:15 P.M. SPECIAL MEETING/STUDY SESSION

Mayor Thorpe called the meeting to order at 5:15 P.M., and City Clerk Householder called the roll.

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

SM-1. REDISTRICTING: RECEIPT OF PUBLIC INPUT AND SELECTION OF FINAL MAP

City Attorney Smith presented the staff report dated March 11, 2022, recommending that the City Council receive public comment and select the final redistricting map redefining the boundaries of all City Council electoral districts of the City.

Laurie Ratterree stated she was disappointed with the redistricting process. She spoke in support of draft map 91 and questioned why it was not supported by the majority of Council.

Kathy Cabrera, Antioch resident, expressed concern there was not enough advanced notice for this meeting and it was scheduled at a time when residents were unable to attend. She spoke in support of draft map 521 because it followed the guidelines of the Fair Maps Act. She encouraged residents to sign the recall initiative.

Lindsay Amezcua stated she was disappointed with the redistricting procedures and felt the public had been left out of the process.

Mary Rocha stated she was disappointed with the redistricting process and felt actions previously taken favored a Councilmember.

Allen Payton requested Council support draft map 521 because it followed major thoroughfares, did not divide communities of interest, and had a small population deviation. He felt draft map A modified was drawn to move Councilmember Ogorchock out of her district.

Sandy Hartrick stated she was disappointed with the redistricting process and felt modified draft map A did not meet criteria of the Fair Maps Act. She requested Council select the map drawn by residents and cautioned that if they chose not to, they would be exposing themselves to a lawsuit.

A

04-26-22

Tom Hartrick expressed concern regarding the start time of the meeting noting many residents were unable to attend. He felt public opinion was being ignored and Council had not followed criteria of the Fair Maps Act except for the population deviation percentages. He also believed modified draft map A was drawn by Councilmembers to place certain people in specific districts.

Kerry Abfalter stated Council was not representing the citizens of Antioch and expressed concern that this meeting was scheduled outside of the regular Council meeting time.

At the request of Mayor Thorpe, Ms. Hood displayed and made additional modifications to modified draft map A.

A motion was made by Councilmember Barbanica, seconded by Councilmember Ogorchock to adopt draft map 521 as the permanent redistricting map. The motion failed by the following vote:

Ayes: Ogorchock, Barbanica

Noes: Torres-Walker, Wilson, Thorpe

A motion was made by Councilmember Torres-Walker and seconded by Councilmember Wilson to adopt draft map A modified (attachment A of the staff report).

Councilmember Ogorchock thanked the public speakers this evening. Speaking to the motion, she expressed concern that lines were drawn to accommodate population deviation percentages and no other criteria of the Fair Maps Act. She also expressed concern regarding comments made by Ms. Mac Donald and quoted in the East Bay Times, in reference to the Fair Maps Act. She questioned why Councilmember Torres-Walker moved lines up Montara Drive.

Councilmember Torres-Walker responded that she was unaware of where Councilmember Ogorchock lived when she adjusted the lines for modified draft map A.

Councilmember Ogorchock stated she believed the residents who had participated in the redistricting process were being ignored. She felt modified draft map A was created to move her into another district and noted if it were adopted, she would be running for Council for District 4. She cautioned Council that they would be exposing themselves to a lawsuit.

Councilmember Torres-Walker expressed concern that some of the negative public comments this evening appeared to be directed towards people of color serving on Council.

Councilmember Barbanica spoke in support of draft map 91. He commented that modified draft map A was a disservice to the community since it divided well established neighborhoods and communities of interest. He noted if the motion passed, Council had not listened to the community.

Mayor Thorpe commented Councilmembers represented the entire city. He discussed the original districting process and noted that he had not questioned if Councilmember Ogorchock created a map that deliberately removed Councilmember Wilson from a District.

Councilmember Wilson reported she had received an equal number of comments in support of all maps. She stated she had had false accusations directed toward her and had witnessed gerrymandering during the previous districting process. She thanked Councilmember Torres-Walker for her comments this evening.

A vote taken on the previous motion to adopt draft map A modified (attachment A of the staff report), passed. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

PUBLIC COMMENTS

In response to Councilmember Ogorchock, Mayor Thorpe stated she had three minutes to make a public comment.

Councilmember Ogorchock stated as a Councilmember she had the right to speak without a time limit. She requested an evaluation of Interim City Manager Johnson.

Mayor Thorpe asked for a motion to adjourn.

ADJOURNMENT

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council adjourned the meeting at 6:03 P.M. the motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

March 22, 2022
Council Chambers

6:00 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Philadelphia Indemnity Insurance Company v. City of Antioch et al. Contra Costa County Superior Court Case No. Case No. MSC18-00327.
2. **CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), Confidential Unit, Management Unit, Treatment Plant Employees' Association, Antioch Public Works Association, and Antioch Police Sworn Management Association.
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8: Property: Antioch Marina Harbor Masters Building Unit #3 (approximately 608 square feet) and Unit #7 (approximately 1,028 square feet) at Marina Plaza, Antioch California 94509-7905; Agency Negotiation: Cornelius Johnson, City Manager, and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Gary Clausen, Twin Rivers Marine Insurance Agency; Under Negotiation: Price and Terms of Payment.
4. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8: Property: 4.79-acre property on Delta Fair Blvd., Antioch, CA (APN 074-080034-7); Agency Negotiation: Cornelius Johnson, City Manager; Negotiating Parties: Christy Saxton Interim Director, Health, Housing and Homeless Services, Contra Costa County; Under Negotiation: Price and Terms of Payment.

ADJOURN TO CLOSED SESSION – Council adjourned to Closed Session at 6:03 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:06 P.M., and City Clerk Householder called the roll.

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action, **#2 CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action, **#3 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, no reportable action; and **#4 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, direction given to Interim City Manager and City Attorney.

1. PROCLAMATION

Prescription Drug Abuse Awareness Month, March 2022

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

April Rovero, Founder of Medication Education and Disposal Safety (MEDS) Coalition and National Coalition Against Prescription Drug Abuse, accepted and thanked the City Council for the *Prescription Drug Abuse Awareness Month* proclamation. Contact information was provided.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Mayor Thorpe announced the following civic and community event.

- ANTIOCH HISTORICAL SOCIETY SESQUICENTENNIAL KICKOFF BBQ – April 2, 2022

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

- Parks and Recreation Commission
- Economic Development Commission
- Sales Tax Citizens' Oversight Committee

For more information and to apply, visit: www.bit.ly/ApplyAntioch or the City's homepage.

ON MOTION BY COUNCILMEMBER OGORCHOCK, SECONDED BY COUNCILMEMBER BARBANICA THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEM #9, TO BE HEARD AFTER PUBLIC COMMENTS.

PUBLIC COMMENTS

Due to the amount of speaker requests, Mayor Thorpe reduced speaker times to two-minutes. He declined Councilmember Barbanica's request to vote on reduced speaker times.

Norma Hernandez, Antioch resident, requested City Council put a hold the tobacco ordinances and requested they be placed on a future agenda for reconsideration.

Ralph Hernandez, Antioch resident, stated that Mayor Thorpe was entitled to due process with regards to his DUI. He discussed the City's ban on tobacco and noted it favored cannabis businesses, which was unlawful.

Chuck Kuslits, Antioch resident, requested Mayor Thorpe resign as an elected official and spoke in support of the recall effort. He discussed comments made by Councilmember Torres-Walker at a previous Council meeting and noted the speaker's comments she referenced, were not racist.

Michelle Kuslits, Antioch resident, expressed concern Mayor Thorpe had been cited for a DUI and requested he resign as an elected official. She spoke to other allegations against Mayor Thorpe and cautioned those that supported him if the accusations were determined to be true.

Mayor Thorpe requested members of the audience refrain from interrupting speakers.

City Clerk Householder announced Robyn Kuslets presented information that had been provided to Council.

Robyn Kuslits, Concord resident, representing Lambda Democratic Club of Contra Costa County, discussed remarks made on social media by a former Councilmember regarding a transgender public official. She also discussed the Municipal Equality Index and requested Council commit to submitting Antioch's score for this year. She committed to working with the City to raise their score to the highest level.

Greg Dimo, Antioch resident, reported the city of San Francisco was rebuking their policies that lead to soft on crime issues. He spoke in support of the Antioch Police Department and requested certain Councilmembers resign for not serving the entire constituency of Antioch.

Mark Jordan, Antioch resident, discussed a demand letter he sent regarding the redistricting process and requested an item be agendized to withdraw the maps approved by Council. He noted if the maps were not withdrawn, he would be proceeding with legal action against the city.

Hector Melo, Antioch resident, yielded his time to Roshon Williams.

Roshon Williams and Marlene Hartigan, Antioch residents, requested the Council place the RV ordinance on the City Council agenda for further discussion.

Ahmed Qassem Naser, Antioch resident, stated Council's action to ban flavored tobacco was harmful to small business and requested Council delay enforcement to allow them sufficient time to sell their products.

Kathy Cabrera, Antioch resident, requested Mayor Thorpe resign. She discussed reasons for the recall and encouraged residents to sign the recall initiative.

Frank Sterling stated he was disappointed Mayor Thorpe had received a DUI because he depended on his support. He spoke to an incident he was involved in with the Antioch Police Department.

Robert Conner, Antioch resident, expressed concern that the paving of his street remained unfinished. He also expressed concern regarding items posted on social media by a member of the City Council.

Kathryn Wade voiced her appreciation to Mayor Thorpe and Councilmember Torres-Walker for the changes they had made in the community. She stated everyone's personal life should remain private.

Lacey Brown, Antioch resident, requested Council publicly denounce comments made on social media by a former Councilmember pertaining to trans people.

Mariah Williams, Antioch resident, stated everyone's personal business should remain private and spoke to the accomplishments of Mayor Thorpe.

Patricia Granados thanked Councilmember Barbanica for denouncing Antioch Back the Blue participants for comments made on social media. She discussed actions of the Pittsburg Police Department and those who promoted violence.

Sandra Talbert spoke in support of Mayor Thorpe.

Edgar Martinez, Antioch resident, wished Council the best with their personal issues and commented that they needed to do better. He asked how easy it was for developers to build affordable housing projects in Antioch.

Danielle Aubin, Patient Advocator for BAART Programs, thanked the City Council for the *Prescription Drug Abuse Awareness Month* proclamation. She noted anyone needing treatment for opioid use disorder could contact them for help.

Public comments submitted in writing were entered into the record from the following individuals: Michael Kerr, Pittsburg resident, Marchelle Johnson, Antioch resident, Marlene Hartigan and Natasha Thomas representing Mothers Against Drunk Driving.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Community Violence Solutions Ad Hoc Committee meeting.

MAYOR'S COMMENTS

Mayor Thorpe reported on his attendance at the Community Violence Solutions Ad Hoc Committee meeting and his participation at the CCTA groundbreaking for the construction of the Highway 4 overcrossing for the Mokelumne Trail.

COUNCIL REGULAR AGENDA

9. EXISTING STREET SWEEPING SERVICES IN THE CITY OF ANTIOCH

Director of Public Works/City Engineer Samuelson presented the staff report dated March 22, 2022, and Dean Ekerson presented a PowerPoint presentation recommending the City Council receive a presentation by Delta Diablo on their existing street sweeping services and provide feedback.

Councilmember Torres-Walker thanked Mr. Ekerson for the presentation. She discussed the possibility of increasing services and supported Council discussing signage and notification citywide.

Mayor Thorpe suggested Council discuss increasing frequency to twice monthly citywide and weekly for major thoroughfares. He stated signage indicating street sweeping days could also address parking enforcement.

Director of Public Works/City Engineer Samuelson discussed the responsibilities of the Street Sweeping Program.

Councilmember Barbanica supported printing the street sweeping schedule on water bills.

Councilmember Torres-Walker suggested the possibility of surveying the community to determine the level of street sweeping needed.

Councilmember Ogorchock stated she would rather go through the prop 218 process for funding the increase level of service. She commented that she did not support more signage and the City did not have the ability to address parking violations.

Following discussion, the City Council consensus directed staff to bring back potential costs for increasing the level of street sweeping services and signage.

In response to Mayor Thorpe, Director of Public Works/City Engineer Samuelson stated he would investigate whether enterprise funds could be used for signage.

3. PRESENTATION

Chairperson Jones and Committee Member Iwuoma presented the Sales Tax Citizens' Oversight Committee's Annual Committee Report for FY 2020-2021.

Committee Member Williams explained the report was developed by the entire committee. She recognized Vice Chair Syvetets and Committee Members Bell and Farrish.

Councilmember Ogorchock requested the Sales Tax Citizens' Oversight Committee report out on the funds directed towards senior services.

Council thanked the Sales Tax Citizens' Oversight Committee for the report.

Mayor Thorpe commented that 80% of Measure W funds were allocated to the Antioch Police Department and Council met the expectations of the voters. He commented that they would continue to invest in youth and code enforcement.

5. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 25, 2022**
- B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 4, 2022**
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 8, 2022**
- D. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 22, 2022**
- E. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 8, 2022**
- F. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MARCH 11, 2022**
- G. APPROVAL OF COUNCIL WARRANTS**
- H. REJECTION OF CLAIMS: JOSE AMAYA AND MARIA SANTOS CRUZ**
- I. RESOLUTION NO. 2022/43 LETTER OF SUPPORT FOR THE CITY OF ANTIOCH'S REBUILDING AMERICA INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY 2022 GRANT APPLICATION**
- J. RESOLUTION NO. 2022/44 APPROVING A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH 4LEAF, INC. TO PROVIDE SUPPORT TO THE BUILDING INSPECTION SERVICES DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT**
- K. 2021 ANNUAL HOUSING ELEMENT PROGRESS REPORT, HOUSING SUCCESSOR ANNUAL REPORT AND PROGRESS REPORT FOR THE GENERAL PLAN**
- L. RESOLUTION NO. 2022/45 AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES**
- M. RESOLUTION NO. 2022/46 CONSIDERATION OF BIDS FOR THE ANTIOCH RIVERTOWN GATEWAY SIGN (P.W. 679-2)**

- N. **RESOLUTION NO. 2022/47 MARINA OFFICE SPACE LEASE: APPROVE AND AUTHORIZE THE EXECUTION OF A NEW LEASE AGREEMENT WITH TWIN RIVERS MARINE INSURANCE AGENCY FOR A TERM OF FIVE (5) YEARS**
- O. **RESOLUTION NO. 2022/48 UNHOUSED RESIDENT SERVICES – AMENDMENT NO. 3 TO CONSULTING SERVICES AGREEMENT WITH FOCUS STRATEGIES**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved the Council Consent Calendar with the exception of items K, L and O, which were removed for further discussion.

Item K – Mr. Becker expressed concern that the Land Use Table did not acknowledge Transitional Housing.

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

Item L – Councilmember Ogorchock pointed out that the last paragraph of page 1 of the resolution should state Contra Costa County and the date should be changed accordingly.

City Attorney Smith responded that the reference was to the recital and was not material to the action of the resolution. He noted he would make the changes requested to the resolution when it came back to Council.

Councilmember Ogorchock stated she wanted Council to consider sunsetting the resolution.

City Attorney Smith responded that eliminating a teleconference option would impact all Boards, Commissions and Committees that continued to meet virtually.

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

Item O – Patricia Granados suggested the city look at the Glide Program in San Francisco as an example of services to provide the houseless.

Mayor Thorpe explained that this item was related to the City's consultant who provided professional expertise.

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

PUBLIC HEARING

6. **FORMATION OF THE PROPOSED CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES) FOR LAUREL RANCH SUBDIVISION (P.W. 698)**

Director of Public Works/City Engineer Samuelson presented the staff report dated March 22, 2022 recommending the City Council take the following actions: 1) Adopt the Resolution Authorizing Formation of the City of Antioch Community Facilities District (“CFD”) No. 2022-01 (Public Services); 2) Adopt the Resolution Calling Special Landowner Election; 3) Motion to continue the following public hearing items until the April 12, 2022, City Council Meeting: a. Adoption of the Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien until the April 12, 2022, City Council Meeting; and b. Introduction of the Ordinance Levying Special Taxes within the City of Antioch Community Facilities District No. 2022-01 (Public Services) by title only until the April 12, 2022, City Council Meeting.

Mayor Thorpe opened and closed the public hearing with no members of the public requesting to speak.

RESOLUTION NO. 2022/49

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the Resolution Authorizing Formation of the City of Antioch Community Facilities District (“CFD”) No. 2022-01 (Public Services).

RESOLUTION NO. 2022/50

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the Resolution Calling Special Landowner Election.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously continued the following public hearing items until the April 12, 2022, City Council Meeting: a) Adoption of the Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien until the April 12, 2022, City Council Meeting; and b) Introduction of the Ordinance Levying Special Taxes within the City of Antioch Community Facilities District No. 2022-01 (Public Services) by title only until the April 12, 2022, City Council Meeting.

COUNCIL REGULAR AGENDA – Continued

7. MAYOR’S APPRENTICESHIP PROGRAM OVERVIEW

Youth Services Network Manager Johnson presented the staff report dated March 22, 2022, recommending the City Council receive the presentation and provide direction to staff.

In response to Councilmember Ogorchock, Youth Services Network Manager Johnson explained that they would put out an RFP or RFQ to identify a provider that had experience with this population. She commented that the provider would cover the training, support, coaching and program evaluations. She provided a breakdown of the budget.

Councilmember Wilson thanked Youth Services Network Manager Johnson for the report and spoke in support of the program.

Councilmember Barbanica stated he wanted to support the program; however, he believed Council should prioritize public safety and his request to increase police staffing.

Mayor Thorpe commented that investing in youth was a public safety program.

Councilmember Torres-Walker spoke in support of the apprenticeship program. She reported that she had had conversations regarding staffing at the police department and was told the focus should be on hiring the currently funded positions. She wished the program was expanded to more individuals.

Mayor Thorpe reported that this program was fully endorsed by the Community Violence Solutions Ad Hoc Committee. He noted with that and Councilmember Wilson support, direction had been provided to Youth Services Network Manager Johnson.

8. AMERICAN RESCUE PLAN ACT FUNDING

Finance Director Merchant presented the staff report dated March 22, 2022, recommending the City Council provide feedback and direction regarding the allocation of American Rescue Plan Act funding received by the City of Antioch and adopt a resolution authorizing the necessary Fiscal Year 2022 and 2023 budget amendments for expenditures approved at the March 22, 2022, meeting.

Andrew Becker discussed the potential for investing funds for a transitional housing project on Delta Fair Blvd and improving the Carnegie Library building.

The following additional items were added by Council for consideration of ARPA funding:

- Solar
- Cinderblock wall repairs
- Water/sewer infrastructure for Wilbur Avenue
- City cost incurred due to COVID-19 (cleaning, sanitation, extra staffing)
- AUSD youth program partnership
- School Safety Crossing Guards
- Upgraded dog play area at Antioch Animal Services
- Carnegie Library improvements
- Expanded Wi-Fi/broadband across District 1
- Land acquisition for unhoused resident services
- A street, E. 18th Street and Sycamore Improvements

Following discussion, Council consensus supported the following ARPA Spending Ideas:

1. Mental Health Crisis Response pilot
2. Bridge Housing Support Services pilot (excluding the 2 CORE Team members)

3. Small business grants
4. Façade Improvement grants
5. Small business support
6. Bicycle Garden
7. Mayor's Apprenticeship Program
8. Rehabilitation of the building for the Public Safety & Community Resources Department
9. L Street Improvements
10. Wi-Fi for downtown area
11. Upgrade of City facility ventilation systems
12. Park Enhancements
13. Two all-inclusive parks

Council agreed to bring back the remaining items and resolution once a funding analysis was completed.

PUBLIC COMMENTS

Frank Sterling supported providing opportunities for residents. He expressed concern regarding incidents involving the Antioch Police Department.

Lacey Brown reiterated her request for Council to consider a proclamation denouncing comments made by a former elected official.

Edgar Martinez, District 1 resident, stated he appreciated Councilmember Torres-Walker addressing the improvements needed to East 18th and "A" Streets. He spoke in support of a CORE team for Antioch.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Ogorchock requested staff provide an update on the 6-month agenda item list.

Councilmember Wilson requested staff agendaize a discussion on Empire Mine Road.

Councilmember Torres-Walker thanked everyone for participating in the meeting. She requested staff agendaize the following: Human Rights and Equity Index discussion, proclamation denouncing hateful language toward the LGBTQIA+ and trans community members, and the role, budget and equipment utilized by Community Resource Officers.

She discussed an election mailer she received during the last election that disparaged Mayor Thorpe. She cautioned everyone to get the facts prior to accusing people of illegal activities. She read a letter she received from Pat Young, former chair of the Los Medanos Community Health District, in support of Mayor Thorpe and disputing comments made by Councilmember Ogorchock. She spoke to Mayor Thorpe's character.

Mayor Thorpe apologized to Robyn Kuslets for the way she had been treated by the community. He stated he was proud of her and announced that the City would raise the Pride flag for the remainder of the year. He thanked Councilmember Torres-Walker for her comments.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the meeting at 10:15 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Nickie Mastay, Administrative Services Director *NM*

SUBJECT: City Council Meeting Minutes of April 12, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of April 12, 2022.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Nickie Mastay, Administrative Services Director *NM*

SUBJECT: City Council Special Meeting Minutes of April 19, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of April 19, 2022.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MARCH 30 - APRIL 14, 2022
FUND/CHECK#

100 General Fund

Non Departmental

00207085	HILDAGO GROUP LLC	DUPLICATE PYMT REFUND	4.00
00301156	BUNBAO COM	DUPLICATE TAX REFUND	4.00
00399641	CENTURY COMMUNITIES INC	REFUND WATER CAP FEE	31,223.75
00399646	CONTRA COSTA COUNTY	L1107788/14-2772	50.00
00399668	LIFE INSURANCE	PAYROLL	4,057.60
00399676	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,939.63
00399682	PARS	PAYROLL	4,040.44
00399688	STATE OF CALIFORNIA	6231780744524181	200.00
00399741	COLONIAL LIFE	INSURANCE PREMIUM	597.98
00399753	DIVISION OF STATE ARCHITECT	PROFESSIONAL SERVICES	794.00
00399775	LOREEN, LEE	REIMBURSEMENT	4.00
00942287	NATIONWIDE RETIREMENT	PAYROLL	37,932.49
00942291	VANTAGEPOINT TRANSFER	PAYROLL	8,448.88
00942292	NATIONWIDE RETIREMENT	PAYROLL	27,640.17

City Council

00399749	COSTCO	CLOSED SESSION MEAL	145.59
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City Attorney

00301137	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	29.80
00301138	ALHAMBRA	WATER SERVICE	29.43
00399701	WILLIAM AVERY AND ASSOCIATES	PROFESSIONAL SERVICES	6,259.00
00399726	BERTRAND FOX & ELLIOT	LEGAL SERVICES	560.50
00399735	CALIF, STATE OF	USE TAX REMITTANCE	3.12
00399739	COLE HUBER LLP	LEGAL SERVICES	536.31
00399763	HANSON BRIDGETT LLP	LEGAL SERVICES	16,782.50
00399769	JACKSON LEWIS PC	LEGAL SERVICES	1,099.74
00399771	LAW OFFICE OF RUTHANN G	LEGAL SERVICES	2,090.00
00399773	LEXISNEXIS	LEGAL SERVICES	229.00
00399778	MEYERS NAVE	LEGAL SERVICES	2,967.84
00399801	SHRED IT INC	SHRED SERVICES	619.56
00399809	TELECOM LAW FIRM PC	LEGAL SERVICES	7,652.70
00942280	CANON FINANCIAL SERVICES	COPIER LEASE	124.22

City Manager

00399680	OFFICE DEPOT INC	SUPPLIES	45.48
00399708	AMAZON CAPITAL SERVICES INC	SUPPLIES	4,643.08
00399723	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	803.09
00399735	CALIF, STATE OF	USE TAX REMITTANCE	5.14
00399748	COSTCO	ANNUAL MEMBERSHIP FEE	60.00
00399749	COSTCO	SUPPLIES	144.63
00399784	OFFICE DEPOT INC	SUPPLIES	147.68
00399814	VOLER STRATEGIC ADVISORS	PROFESSIONAL SERVICES	8,000.00
00942280	CANON FINANCIAL SERVICES	COPIER LEASE	124.21

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City Clerk

00399652	EIDEN, KITTY J	PROFESSIONAL SERVICES	1,600.00
00399680	OFFICE DEPOT INC	SUPPLIES	74.86
00399783	NEXTREQUEST CO	WORKFLOW SUBSCRIPTION	12,678.75
00399801	SHRED IT INC	SHRED SERVICES	309.80
00942278	BAY AREA NEWS GROUP	LEGAL AD	535.50

City Treasurer

00399735	CALIF, STATE OF	USE TAX REMITTANCE	0.96
00942301	PFM ASSET MANAGEMENT LLC	ADVISORY SERVICES	9,329.72

Human Resources

00399654	FEDEX	SHIPPING	36.91
00399735	CALIF, STATE OF	USE TAX REMITTANCE	40.40
00399752	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT SERVICES	20.00
00399762	GOVERNMENTJOBS.COM INC	SUBSCRIPTION FEE	9,294.21
00399801	SHRED IT INC	SHRED SERVICES	619.52

Economic Development

00399719	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	956.79
00399720	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	407.89
00399723	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	92.95
00399735	CALIF, STATE OF	USE TAX REMITTANCE	3.00
00399747	CONWAY DATA INC	PROFESSIONAL SERVICES	7,000.00
00942280	CANON FINANCIAL SERVICES	COPIER LEASE	124.22
00942300	ORANGE22 INC	CONSULTING SERVICES	2,750.00

Finance Administration

00399627	ALPHAGRAPHICS	SUPPLIES	406.34
00399708	AMAZON CAPITAL SERVICES INC	SUPPLIES	142.24
00399784	OFFICE DEPOT INC	SUPPLIES	95.07

Finance Accounting

00399708	AMAZON CAPITAL SERVICES INC	SUPPLIES	75.46
00399735	CALIF, STATE OF	USE TAX REMITTANCE	2.09
00399801	SHRED IT INC	SHRED SERVICES	309.83
00942304	SUPERION LLC	ASP SERVICE	19,801.79

Finance Operations

00399623	ACCOUNTEMPS	TEMP SERVICES	854.64
00399702	ACCOUNTEMPS	TEMP SERVICES	854.64
00399703	ACCOUNTEMPS	TEMP SERVICES	1,709.28
00399708	AMAZON CAPITAL SERVICES INC	SUPPLIES	87.67
00399718	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	149.00
00399752	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT SERVICES	40.00
00399794	QUADIENT LEASING USA INC	POSTAGE LEASE	1,029.08
00399810	UNITED PARCEL SERVICE	WEEKLY SERVICE PRINTER FEE	18.00

Non Departmental

00207084	SWEET RI TREAT LLC	BUSINESS LICENSE REFUND	12.50
00207085	HILDAGO GROUP LLC	BUSINESS LICENSE REFUND	72.50

Finance Accounting
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00207086	SCHINDLER ELEVATOR CORP	BUSINESS LICENSE REFUND	1.00
00301155	A MEADOWS INVESTMENTS LLC	BUSINESS LICENSE REFUND	110.00
00301156	BUNBAO COM	BUSINESS LICENSE REFUND	125.00
00301157	LASER ADVANTAGE	BUSINESS LICENSE REFUND	142.00
00399698	WAGeworks	ADMIN FEE	344.00
00399718	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	108.85
00399757	EIDEN, KITTY J	PROFESSIONAL SERVICES	575.00
00399775	LOREEN, LEE	BUSINESS LICENSE	259.00
00399781	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	14,122.03
Public Works Street Maintenance			
00399664	INTERSTATE SALES	SUPPLIES	1,720.66
00399669	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	433.50
00399678	NUTRIEN AG SOLUTIONS	SUPPLIES	24,881.87
00399690	SUPERCO SPECIALTY PRODUCTS.	GRAFFITI BUSTER	937.60
00399707	ALTA FENCE	CONCRETE REPLACEMENT	1,995.00
00399710	ANTIOCH ACE HARDWARE	SUPPLIES	247.15
00399735	CALIF, STATE OF	USE TAX REMITTANCE	3.19
00399754	EAST BAY WELDING SUPPLY	SUPPLIES	25.17
00399758	FASTENAL CO	SUPPLIES	1,061.57
00399767	INTERSTATE SALES	SUPPLIES	27,174.10
00399816	ZAP MANUFACTURING INC	PROFESSIONAL SERVICES	9,660.49
00399817	ZUMAR INDUSTRIES INC	SUPPLIES	2,781.46
00942279	BIG SKY ENVIRONMENTAL	WASTE OIL PICKUP	190.00
00942299	NIXON EGLI EQUIPMENT CO	SUPPLIES	414.38
Public Works-Signal/Street Lights			
00399649	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	1,380.00
00399716	AT AND T MCI	PHONE	2,604.38
00399717	AT AND T MCI	PHONE	138.69
00399751	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	12,170.42
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,693.89
00942281	CONSOLIDATED ELECTRICAL	SUPPLIES	31,608.00
Public Works-Facilities Maintenance			
00399629	ANTIOCH ACE HARDWARE	SUPPLIES	36.49
00399634	BAY ALARM COMPANY	ALARM SERVICE	34,510.56
00399650	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
00399660	HONEYWELL INTERNATIONAL INC	LABOR	5,338.30
00399716	AT AND T MCI	PHONE	264.90
00399735	CALIF, STATE OF	USE TAX REMITTANCE	26.29
00399789	PACIFIC GAS AND ELECTRIC CO	GAS	5,993.34
00399791	PEPPER INVESTMENTS INC	PEST CONTROL	910.00
00399796	REINHOLDT ENGINEERING	TESTING SERVICES	1,310.00
00399797	RICKIES ROOF REPAIR	PROFESSIONAL SERVICES	1,200.00

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Public Works-Parks Maint

00399628	ALTA FENCE	FENCING	500.00
00399649	DC ELECTRIC GROUP INC	PARTS	3,952.00
00399684	ROBERTS AND BRUNE CO	SUPPLIES	234.87
00399716	AT AND T MCI	PHONE	452.75
00399735	CALIF, STATE OF	USE TAX REMITTANCE	377.17
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,056.68
00399806	STEWARTS TREE SERVICE INC	TREE SERVICE	3,562.50
00942303	SITEONE LANDSCAPE SUPPLY	SUPPLIES	6,659.12

Public Works-Median/General Land

00399629	ANTIOCH ACE HARDWARE	SUPPLIES	162.14
00399704	AL FRESCO LANDSCAPING INC	LANDSCAPING SERVICES	1,152.00
00399711	APPLIED LANDSCAPE MATERIALS	LANDSCAPING SERVICES	8,813.00
00399716	AT AND T MCI	PHONE	1,412.36
00399717	AT AND T MCI	PHONE	365.24
00399735	CALIF, STATE OF	USE TAX REMITTANCE	86.87
00399744	CONCRETE FENCE INSTALLERS	PROFESSIONAL SERVICES	151,440.31
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,880.09
00399806	STEWARTS TREE SERVICE INC	TREE SERVICE	6,225.00
00399815	WATERSAVERS IRRIGATION	SUPPLIES	22,317.65
00942303	SITEONE LANDSCAPE SUPPLY	SUPPLIES	3,006.97

Police Administration

00301170	CCJWSA	RECORDS WARRANT BOOKS	195.00
00301171	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	23.00
00399624	ADAMSON POLICE PRODUCTS	SUPPLIES	1,231.50
00399648	CORDICO PSYCHOLOGICAL CORP	PRE-EMPLOYMENT SERVICES	400.00
00399651	DUFFY, ADAM JAMES	EXPENSE REIMBURSEMENT	56.00
00399677	NET TRANSCRIPTS	PROFESSIONAL SERVICES	67.73
00399691	T JUNG INVESTIGATIONS	PRE-EMPLOYMENT SERVICES	2,000.00
00399706	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	1,109.03
00399712	ARROWHEAD 24 HOUR TOWING	TOW SERVICE	52.50
00399721	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,685.35
00399722	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,322.47
00399727	BLUMBERG, FREDRICK C.	EXPENSE REIMBURSEMENT	149.65
00399735	CALIF, STATE OF	USE TAX REMITTANCE	420.93
00399737	CHALK, STEPHANIE A	EXPENSE REIMBURSEMENT	30.58
00399756	ECS IMAGING INC	PROFESSIONAL SERVICES	22,788.00
00399770	JOHNSON, GABRIELLE M	EXPENSE REIMBURSEMENT	39.33
00399795	REACH PROJECT INC	SERVICES MARCH 2022	17,083.00
00942280	CANON FINANCIAL SERVICES	PROFESSIONAL SERVICES	1,915.55
00942286	MOBILE MINI LLC	EVIDENCE STORAGE	173.25

Police Cadets

00399735	CALIF, STATE OF	USE TAX REMITTANCE	0.11
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Police Prisoner Custody

00399722	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	214.52
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Police Community Policing

00399632	ARROWHEAD 24 HOUR TOWING	LOCKOUT	52.50
00399661	HUNT AND SONS INC	MC GAS	941.66
00399705	ALL CREATURES VET	VETERINARY SERVICES	3,323.69
00399722	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,104.48
00399735	CALIF, STATE OF	USE TAX REMITTANCE	11.68

Police Investigations

00301171	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	11.50
00399633	AT AND T MCI	PHONE ANALYSIS	825.00
00399644	CONTRA COSTA COUNTY	EXTRADITION	485.00
00399647	CONTRA COSTA COUNTY	CRIME LAB ANALYSIS	19,805.00
00399651	DUFFY, ADAM JAMES	EXPENSE REIMBURSEMENT	9.69
00399685	SEROLOGICAL RESEARCH	DNA EVIDENCE	10,575.00
00399692	T MOBILE USA INC	PHONE ANALYSIS	900.00
00399721	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	195.94
00399722	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	448.94
00399736	CALIFORNIA EXTRADITION	EXTRADITION TRANSPORT	1,819.50
00399786	ORMAN, LEONARD A	EXPENSE REIMBURSEMENT	351.00
00399787	OTHRAM INC	TESTING SERVICES	6,496.00
00399807	T MOBILE USA INC	PHONE ANALYSIS	1,700.00

Police Communications

00399667	LEXISNEXIS	SUBSCRIPTION SERVICES	252.50
00399716	AT AND T MCI	PHONE	8,601.86
00399735	CALIF, STATE OF	USE TAX REMITTANCE	4.49
00399742	COMCAST	CONNECTION SERVICES	6,512.15
00399758	FASTENAL CO	SUPPLIES	210.00
00942277	AMERICAN TOWER CORP	TOWER FEES	253.96

Office Of Emergency Management

00399716	AT AND T MCI	PHONE	1,402.72
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Police Community Volunteers

00399630	ANTIOCH PUBLIC GOLF CORP	VOLUNTEER BRUNCH	2,151.02
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Police Facilities Maintenance

00399660	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	2,312.30
00399716	AT AND T MCI	PHONE	953.93
00399735	CALIF, STATE OF	USE TAX REMITTANCE	27.81
00399789	PACIFIC GAS AND ELECTRIC CO	GAS	14,951.65
00399791	PEPPER INVESTMENTS INC	PEST CONTROL	222.00

Community Development Land Planning Services

00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	119.45
00399654	FEDEX	SHIPPING	25.44
00399696	URBAN PLANNING PARTNERS	CONSULTING SERVICES	59,047.00
00399757	EIDEN, KITTY J	PROFESSIONAL SERVICES	150.00

Finance Accounting
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00399812	URBAN PLANNING PARTNERS	CONSULTING SERVICES	6,222.50
00942278	BAY AREA NEWS GROUP	LEGAL AD	519.30
CD Code Enforcement			
00399638	CACEO	TRAINING	218.00
00399745	CONTRA COSTA COUNTY	RECORDING FEES	1,055.00
00399813	VACANT PROPERTY SECURITY	RENTAL EQUIPMENT	408.27
PW Engineer Land Development			
00399716	AT AND T MCI	PHONE	174.35
00399735	CALIF, STATE OF	USE TAX REMITTANCE	16.50
00399752	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT SERVICES	20.00
00399784	OFFICE DEPOT INC	SUPPLIES	93.59
00942305	TESTING ENGINEERS INC	TESTING SERVICES	2,414.50
Community Development Building Inspection			
00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	4,379.58
00399680	OFFICE DEPOT INC	SUPPLIES	247.93
00399784	OFFICE DEPOT INC	SUPPLIES	390.30
Capital Imp. Administration			
00206985	ISINGS CULLIGAN	SUPPLIES	87.10
00399708	AMAZON CAPITAL SERVICES INC	SUPPLIES	417.07
211	Delta Fair Property Fund		
Parks & Open Space			
00300858	BPX PRINTING AND GRAPHICS	PROFESSIONAL SERVICES	145.86
00399799	RRM DESIGN GROUP	PROFESSIONAL SERVICES	15,296.25
213	Gas Tax Fund		
Streets			
00399629	ANTIOCH ACE HARDWARE	SUPPLIES	52.63
00399653	EVERDE GROWERS	LANDSCAPING SERVICES	3,110.18
00399735	CALIF, STATE OF	USE TAX REMITTANCE	204.57
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	35,451.01
00399808	TANKO STREETLIGHTING	PROFESSIONAL SERVICE	49,518.00
00942290	TJKM TRANSPORTATION	CONSULTING SERVICES	2,259.12
214	Animal Services Fund		
Animal Services			
00399789	PACIFIC GAS AND ELECTRIC CO	GAS	1,574.81
216	Park-In-Lieu Fund		
Parks & Open Space			
00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	1,500.00
219	Recreation Fund		
Non Departmental			
00399700	WAQAILUTUA, EMA	DEPOSIT REFUND	500.00
Nick Rodriguez Community Cent			
00399642	COLE SUPPLY CO INC	SUPPLIES	797.27
00399725	BAY CITIES PYROTECTOR	TESTING SERVICES	480.00
00399789	PACIFIC GAS AND ELECTRIC CO	GAS	1,665.37

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00399791	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00399800	SERVICE PROS PLUMBERS INC	PROFESSIONAL SERVICES	808.00
Senior Programs			
00399660	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	1,703.79
00399694	TRI DELTA TRANSIT	BUS TICKETS FOR SENIORS	5,500.00
00399716	AT AND T MCI	PHONE	821.85
00399725	BAY CITIES PYROTECTOR	PROFESSIONAL SERVICES	450.00
00399728	BRENTWOOD PRESS	ADVERTISING	299.00
00399789	PACIFIC GAS AND ELECTRIC CO	GAS	1,110.23
Recreation Sports Programs			
00207050	LY, DUNG	CLASS REFUND	29.00
00399657	GOLDEN STATE WARRIORS	UNIFORMS	540.00
00399716	AT AND T MCI	PHONE	90.55
00399735	CALIF, STATE OF	USE TAX REMITTANCE	15.22
00399752	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT SERVICES	80.00
00399760	EMPLOYEE	EXPENSE REIMBURSEMENT	176.15
00399776	MALEKZADEH, SAMIRA	CHECK REPLACEMENT	105.00
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	8,403.68
Recreation-Comm Center			
00207047	BIG SKY LOGOS	UNIFORMS	37.51
00207048	DIRECTV	MUSIC CHANNELS	39.99
00207049	QUADIANT LEASING USA INC	POSTAGE EQUIPMENT	65.52
00399634	BAY ALARM COMPANY	ALARM SERVICE	1,543.09
00399635	BIG SKY LOGOS	UNIFORMS	2,836.66
00399642	COLE SUPPLY CO INC	SUPPLIES	1,805.67
00399660	HONEYWELL INTERNATIONAL	HVAC SERVICES	3,164.21
00399714	AT AND T MCI	PHONE	274.93
00399716	AT AND T MCI	PHONE	96.84
00399723	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.00
00399735	CALIF, STATE OF	USE TAX REMITTANCE	3.62
00399742	COMCAST	CONNECTION SERVICES	100.02
00399752	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT SERVICES	40.00
00399759	FASTSIGNS	SUPPLIES	297.89
Recreation Water Park			
00399643	COMMERCIAL POOL SYSTEMS	RENTAL SERVICE	69.14
00399660	HONEYWELL INTERNATIONAL	HVAC SERVICES	730.20
00399670	LINCOLN EQUIPMENT INC	SUPPLIES	8,394.01
00399716	AT AND T MCI	PHONE	523.15
00399735	CALIF, STATE OF	USE TAX REMITTANCE	70.26
00399752	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT SERVICES	80.00
00399789	PACIFIC GAS AND ELECTRIC CO	GAS	14,674.73
00399791	PEPPER INVESTMENTS INC	PEST CONTROL	543.00
00399793	QUADIANT LEASING USA INC	POSTAGE	49.33

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221	Asset Forfeiture Fund		
	Non Departmental		
00399792	PUGH, ARMONIE	ASSET FORFEITURE	80,225.00
222	Measure C/J Fund		
	Streets		
00399704	AL FRESCO LANDSCAPING INC	LANDSCAPING SERVICES	5,184.00
00399777	METROPOLITAN TRANSPORT	P-TAP ROUND 23	19,600.00
226	Solid Waste Reduction Fund		
	Solid Waste Used Oil		
00399645	CONTRA COSTA COUNTY	RECORDING FEES	2,000.00
	Solid Waste		
00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	35.00
00399735	CALIF, STATE OF	USE TAX REMITTANCE	828.26
00399746	CONTRA COSTA HEALTH	GBP PARNTER	800.00
229	Pollution Elimination Fund		
	Channel Maintenance Operation		
00399735	CALIF, STATE OF	USE TAX REMITTANCE	1.28
251	Lone Tree SLLMD Fund		
	Lonetree Maintenance Zone 1		
00399716	AT AND T MCI	PHONE	362.20
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	919.75
	Lonetree Maintenance Zone 2		
00399716	AT AND T MCI	PHONE	620.41
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	769.35
	Lonetree Maintenance Zone 3		
00399716	AT AND T MCI	PHONE	271.65
252	Downtown SLLMD Fund		
	Downtown Maintenance		
00399707	ALTA FENCE	SUPPLIES	502.00
00399735	CALIF, STATE OF	USE TAX REMITTANCE	4.77
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	249.65
253	Almondridge SLLMD Fund		
	Almondridge Maintenance		
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	231.61
254	Hillcrest SLLMD Fund		
	Hillcrest Maintenance Zone 1		
00399704	AL FRESCO LANDSCAPING INC	LANDSCAPING SERVICES	4,032.00
00399716	AT AND T MCI	PHONE	181.10
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	905.24
	Hillcrest Maintenance Zone 2		
00399716	AT AND T MCI	PHONE	633.85
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	812.76

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Hillcrest Maintenance Zone 4

00399689	STEWARTS TREE SERVICE INC	TREE SERVICE	2,450.00
00399716	AT AND T MCI	PHONE	536.55
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	734.65
00399806	STEWARTS TREE SERVICE INC	TREE SERVICE	2,150.00

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00399634	BAY ALARM COMPANY	EQUIPMENT	16,185.65
00399716	AT AND T MCI	PHONE	67.64
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	106.20

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00399689	STEWARTS TREE SERVICE INC	TREE SERVICE	2,160.00
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	85.55

Citywide 2A Maintenance Zone 4

00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	358.93
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Citywide 2A Maintenance Zone 5

00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	609.90
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Citywide 2A Maintenance Zone 6

00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	261.62
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Citywide 2A Maintenance Zone 8

00399689	STEWARTS TREE SERVICE INC	TREE SERVICE	2,600.00
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Citywide 2A Maintenance Zone 9

00399716	AT AND T MCI	PHONE	362.20
00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	530.48

Citywide 2A Maintenance Zone 10

00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	143.88
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257 SLLMD Administration Fund

SLLMD Administration

00399716	AT AND T MCI	PHONE	455.13
00942288	SITONE LANDSCAPE SUPPLY	SUPPLIES	30,403.43

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00399704	AL FRESCO LANDSCAPING INC	LANDSCAPING SERVICES	1,152.00
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311 Capital Improvement Fund

Non Departmental

Parks & Open Space

00399673	MERCOZA	PROFESSIONAL SERVICES	119,000.00
00399718	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	333.17
00399735	CALIF, STATE OF	USE TAX REMITTANCE	2.75
00942289	THE GUNLOCKE COMPANY LLC	OFFICE FURNITURE	6,988.24

Streets

00399779	MG AND JC CONCRETE INC	CONSTRUCTION SERVICES	72,988.85
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Public Buildings & Facilities

00399662	INDIGO HAMMOND AND PLAYLE	ENGINEERING SERVICES	525.00
00942278	BAY AREA NEWS GROUP	LEGAL AD	412.20

321 Development Impact-General Adm Fund

Dev Impact - General Admin

00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	620.68
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322 Development Impact-Public Wrks Fund

Dev Impact - Public Works

00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	445.00
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323 Development Impact-Police Fund

Dev Impact - Police

00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	1,190.00
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324 Development Impact-Parks&Rec Fund

Dev Impact - Parks & Rec

00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	3,261.00
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376 Lone Diamond Fund

Assessment District

00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	2,825.77
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570 Equipment Maintenance Fund

Non Departmental

00399661	HUNT AND SONS INC	SUPPLIES	32,128.75
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00399765	HUNT AND SONS INC	FUEL	85,180.68
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Equipment Maintenance

00399625	AFFORDABLE TIRE CENTER	PROFESSIONAL SERVICES	60.00
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00399629	ANTIOCH ACE HARDWARE	SUPPLIES	6.30
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00399636	BILL BRANDT FORD	SUPPLIES	872.43
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00399659	HARLEY DAVIDSON	SUPPLIES	1,053.46
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00399671	LINE X KUSTOM	SUPPLIES	141.36
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00399675	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	84.91
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00399679	OCONNELL JETTING SYSTEMS	LABOR	233.25
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00399681	OREILLY AUTO PARTS	SUPPLIES	595.59
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00399699	WALNUT CREEK FORD	SUPPLIES	165.08
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00399735	CALIF, STATE OF	USE TAX REMITTANCE	171.03
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00399738	CHUCKS BRAKE AND WHEEL	SUPPLIES	970.93
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00399772	LES SCHWAB TIRES	SUPPLIES	815.86
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00399774	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,331.61
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00399780	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	428.52
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00399784	OFFICE DEPOT INC	SUPPLIES	197.00
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00399785	OREILLY AUTO PARTS	SUPPLIES	1,199.12
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00399789	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,759.86
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00399803	SOUTHERN COUNTIES	SUPPLIES	3,694.22
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00399810	UNITED PARCEL SERVICE	SHIPPING	9.45
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00942284	GRAINGER INC	SUPPLIES	1,807.87
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00942285	KIMBALL MIDWEST	SUPPLIES	787.60
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Finance Accounting
Prepared by: Michele Milo

CITY OF
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573 Information Services Fund

Information Services

00399716	AT AND T MCI	PHONE	363.27
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Network Support & PCs

00399709	AMS DOT NET INC	ADVERTISING	1,158.48
00399716	AT AND T MCI	PHONE	1,122.94
00399735	CALIF, STATE OF	USE TAX REMITTANCE	3.17
00399743	COMCAST	CONNECTION SERVICES	325.57
00399790	PAGEFREEZER SOFTWARE INC	WEB DOMAINS	5,214.00

Telephone System

00399713	AT AND T MCI	PHONE	264.74
00399714	AT AND T MCI	PHONE	6,986.51
00399716	AT AND T MCI	PHONE	8,569.72

GIS Support Services

00399735	CALIF, STATE OF	USE TAX REMITTANCE	22.87
00942283	GIS PLANNING INC	PROFESSIONAL SERVICES	4,999.00

Office Equipment Replacement

00942293	COMPUTERLAND	SUPPLIES	320.59
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577 Post Retirement Medical-Police Fund

Non Departmental

00399672	MACLEOD WATTS INC	PROFESSIONAL SERVICES	3,033.33
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578 Post Retirement Medical-Misc Fund

Non Departmental

00399672	MACLEOD WATTS INC	PROFESSIONAL SERVICES	3,033.33
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579 Post Retirement Medical-Mgmt Fund

Non Departmental

00399672	MACLEOD WATTS INC	PROFESSIONAL SERVICES	3,033.34
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611 Water Fund

Non Departmental

00207006	AMERICAN WATER WORKS	RENEWAL-CONNELLY	100.00
00399629	ANTIOCH ACE HARDWARE	SUPPLIES	49.37
00399724	BAY AREA BARRICADE	SUPPLIES	230.37
00399735	CALIF, STATE OF	USE TAX REMITTANCE	296.37
00399740	COLE SUPPLY CO INC	SUPPLIES	5,048.94
00399755	EAST BAY WORK WEAR	UNIFORMS	8,066.02
00399758	FASTENAL CO	SUPPLIES	4,100.48
00399766	IDN WILCO	SUPPLIES	1,350.42
00399774	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	4,302.90
00399784	OFFICE DEPOT INC	SUPPLIES	2,279.26
00942284	GRAINGER INC	SUPPLIES	145.91
00942296	GRAINGER INC	SUPPLIES	81.69

Water Supervision

00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	583.00
00399804	STATE WATER RESOURCES	ARREARAGE FUNDS	2,342,988.09

Finance Accounting
Prepared by: Michele Milo
4/21/2022

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Water Production

00399631	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	78.13
00399655	FISHER SCIENTIFIC COMPANY	SUPPLIES	200.20
00399658	HACH CO	SUPPLIES	1,325.62
00399665	KAGIN, IVONA	EXPENSE REIMBURSEMENT	40.00
00399695	UNIVAR SOLUTIONS USA INC	CHEMICALS	22,159.55
00399697	USA BLUEBOOK	SUPPLIES	317.79
00399708	AMAZON CAPITAL SERVICES INC	SUPPLIES	126.00
00399714	AT AND T MCI	PHONE	549.80
00399716	AT AND T MCI	PHONE	3,506.39
00399735	CALIF, STATE OF	USE TAX REMITTANCE	144.33
00399761	FINBERG FENCING INC	FENCE REPAIR	525.00
00399764	HOUSE, KEVIN SHAW	EXPENSE REIMBURSEMENT	96.00
00399784	OFFICE DEPOT INC	SUPPLIES	122.84
00399789	PACIFIC GAS AND ELECTRIC CO	GAS	104,342.93
00399811	UNIVAR SOLUTIONS USA INC	CHEMICALS	32,901.64
00942282	EUROFINS EATON ANALYTICAL INC	PROFESSIONAL SERVICES	1,170.00
00942284	GRAINGER INC	SUPPLIES	798.14
00942294	CONSOLIDATED ELECTRICAL	SUPPLIES	56.06
00942295	EVOQUA WATER TECHNOLOGIES	PROFESSIONAL SERVICES	555.38
00942306	THATCHER COMPANY	CHEMICALS	15,312.29

Water Distribution

00399629	ANTIOCH ACE HARDWARE	SUPPLIES	15.78
00399634	BAY ALARM COMPANY	EQUIPMENT	11,913.96
00399656	G AND S PAVING	ASPHALT REPAIRS	29,431.33
00399666	LES SCHWAB TIRES	TIRE	797.79
00399708	AMAZON CAPITAL SERVICES INC	SUPPLIES	346.89
00399716	AT AND T MCI	PHONE	90.55
00399735	CALIF, STATE OF	USE TAX REMITTANCE	275.53
00399742	COMCAST	CONNECTION SERVICES	2,032.66
00399755	EAST BAY WORK WEAR	UNIFORMS	124.26
00399758	FASTENAL CO	SUPPLIES	129.59
00399766	IDN WILCO	SUPPLIES	95.97
00399772	LES SCHWAB TIRES	TIRES	608.97
00399774	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	59.25
00399782	NATEC INTERNATIONAL INC	TRAINING	895.00
00399784	OFFICE DEPOT INC	SUPPLIES	116.54
00399788	PACE SUPPLY CORP	SUPPLIES	5,154.61
00399798	ROBERTS AND BRUNE CO	SUPPLIES	10,077.59
00399810	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	71.27
00942284	GRAINGER INC	SUPPLIES	378.38
00942296	GRAINGER INC	SUPPLIES	339.96
00942297	INFOSEND INC	SUPPLIES	341.11
00942298	MOBILE MINI LLC	STORAGE	161.83

Finance Accounting
Prepared by: Michele Milo
4/21/2022

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Public Buildings & Facilities

00399637	BROWN AND CALDWELL INC	CONSTRUCTION SERVICES	930.50
00399640	CDM SMITH INC	CONSTRUCTION SERVICES	139,148.83
00399674	MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	340.00
00942302	SHIMMICK CONSTRUCTION INC	CONSTRUCTION SERVICES	2,407,911.09

612 Water System Improvement Fund

Water Systems

00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	1,121.38
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621 Sewer Fund

Non Departmental

00207004	CWEA SFBS	CERT RENEWAL	68.26
00399663	INFRASTRUCTURE TECH	SUBSCRIPTION	9,541.67

Swr-Wastewater Administration

00207004	CWEA SFBS	CERT RENEWAL	22.74
00399639	CAZADORO CONSTRUCTION INC	MANHOLE PROJECT	373,334.00
00399656	G AND S PAVING	ASPHALT REPAIRS	29,431.34
00399663	INFRASTRUCTURE TECH	SUBSCRIPTION	1,908.33
00399686	SIGNARAMA	SUPPLIES	346.95
00399693	TRENCH PLATE RENTAL CO INC	SUPPLIES	4,463.99
00399708	AMAZON CAPITAL SERVICES INC	SUPPLIES	139.91
00399716	AT AND T MCI	PHONE	184.66
00399735	CALIF, STATE OF	USE TAX REMITTANCE	230.39
00399742	COMCAST	CONNECTION SERVICES	2,032.66
00399755	EAST BAY WORK WEAR	UNIFORMS	298.96
00399768	JACK DOHENY SUPPLIES INC	SUPPLIES	592.65
00399782	NATEC INTERNATIONAL INC	TRAINING	895.00
00399784	OFFICE DEPOT INC	SUPPLIES	116.55
00399789	PACIFIC GAS AND ELECTRIC CO	GAS	322.86
00942284	GRAINGER INC	SUPPLIES	396.97
00942297	INFOSEND INC	PROFESSIONAL SERVICES	6,563.13

Wastewater Collection

00399687	SOUTHWEST PIPELINE	SEWER REHABILITATION PROJECT	516,258.73
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631 Marina Fund

Non Departmental

00399683	REYNOLDS, TYLER	DEPOSIT REFUND	144.00
00399750	DAVIS, JOHN	DEPOSIT REFUND	161.00
00399802	SOLAK, ROBERT	DEPOSIT REFUND	100.00

Marina Administration

00399707	ALTA FENCE	PROFESSIONAL SERVICES	1,718.00
00399735	CALIF, STATE OF	USE TAX REMITTANCE	3.71
00399765	HUNT AND SONS INC	FUEL	22,242.63
00399789	PACIFIC GAS AND ELECTRIC CO	GAS	4,470.15
00399791	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00399805	STEPHANIES AUTO CLEARANCE	LIEN SALE	385.00

Finance Accounting
Prepared by: Michele Milo
4/21/2022

CITY OF
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755	Fire Protection Fund		
<i>Non Departmental</i>			
00399641	CENTURY COMMUNITIES INC	DEPOSIT REFUND	951.00

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227	Housing Fund		
Housing			
00399654	FEDEX	SHIPPING	26.14



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *725*

SUBJECT: REJECTION OF CLAIMS: NIRIVANA ALLEN, OLIVIA ALLEN, NIRIVANA ALLEN, JR., KANAI ALLEN, QZAI AH ALLEN, AND CARLA MCLAURIN

RECOMMENDED ACTION

It is recommended that the City Council reject the claims submitted by Nirivana Allen, Olivia Allen, Nirivana Allen, Jr., Kanai Allen, Qzaiah Allen, and Carla McLaurin.

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 April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst *PH*

REVIEWED BY: Carlton Thompson, Assistant City Engineer *CT*

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

SUBJECT: Formation of the Proposed City of Antioch Community Facilities District No. 2022-01 (Public Services) for Laurel Ranch Subdivision (PW 698) *(Introduced on April 12, 2022)*

RECOMMENDED ACTION

It is recommended that the City Council adopt the Ordinance Levying Special Taxes within the City of Antioch Community Facilities District No. 2022-01 (Public Services).

DISCUSSION

The adoption of the Ordinance requires two separate readings. The subject Ordinance was introduced at the April 12, 2022, City Council meeting. This second reading will finalize the adoption of this Ordinance which will become effective thirty days following action taken.

ATTACHMENTS

- A. Ordinance Levying Special Taxes within the City of Antioch Community Facilities District No. 2022-01 (Public Services)

ATTACHMENT "A"

ORDINANCE NO. ** -C-S

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH LEVYING SPECIAL TAXES WITHIN THE CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

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

SECTION 1. Authority. This ordinance is adopted pursuant to the authority of Section 53340 of the Government Code of the State of California, the Antioch Municipal Code, and the laws of the state of California.

SECTION 2. Findings and Recitals. The City Council hereby finds, determines and declares as follows:

WHEREAS, on February 8, 2022, this City Council adopted Resolution No. 2022/21 entitled "Resolution of the City Council of the City of Antioch With Respect to Formation of Proposed City of Antioch Community Facilities District No. 2022-01 (Public Services)" (the "Resolution of Intention"), stating its intention to form the "City of Antioch Community Facilities District No. 2022-01 (Public Services)" (the "CFD"), under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, on March 22, 2022, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to finance the costs of the public services within the CFD. At the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the special taxes were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held; and

WHEREAS, on March 22, 2022, following the public hearing, this City Council adopted the following resolutions: a resolution entitled "Resolution of the City Council of the City of Antioch, Formation of Community Facilities District" (the "Resolution of Formation"), which established the CFD and defined the public services to be funded by the CFD (the "Services"); and a resolution entitled "Resolution of the City Council of the City of Antioch Calling Special Election" (the "Election Resolution") submitting the propositions of the levy of the special tax to the qualified electors of the CFD as required by the Act; and

WHEREAS, pursuant to the Election Resolution, on April 12, 2022, a special election was held within the CFD at which the eligible landowner electors approved such propositions by the two-thirds vote required by the Act;

SECTION 3. Levying of Special Tax. In accordance with the authority granted to the City pursuant to Government Code section 53340 and pursuant to the findings stated herein, the City Council of the City of Antioch, by passage of this Ordinance, hereby:

A. Authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the formula (the "Rate and Method") set forth in the Resolution of Formation, which is by this reference incorporated herein. The special taxes are hereby levied starting in Fiscal Year 2022-23 and continuing until a notice of cessation is recorded.

B. The Public Works Director/City Engineer is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation and the Rate and Method of Apportionment.

C. Except as may otherwise be provided by law or by the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation and the Rate and Method of Apportionment.

D. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation including, but not limited to, the payment of the costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax; and

E. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Director of Finance is hereby authorized to collect the special taxes by other appropriate methods of collection, including direct billing to the affected property owners at such intervals deemed appropriate; and

SECTION 4. Severability. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Publication; Certification. The City Clerk shall certify the adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage at least once in a newspaper of general circulation published and circulated in the City.

SECTION 6. Effective Date. This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was introduced at a regular meeting of the City Council held on the 12th day of April, 2022 and adopted as an ordinance of the City of Antioch at a regular meeting of the City Council held on the 26th day of April, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Anne Hersch, Planning Manager - AH
SUBJECT: Strategic Infill Housing Study – Second Reading

RECOMMENDED ACTION

It is recommended that the City Council adopt:

- The ordinance for a Zoning Map Amendment to rezone ten (10) sites to include a “Commercial Infill Housing (CIH) Overlay District” designation, zoning map amendment (Z-22-01).
- The ordinance for Zoning Text Amendments amending Sections 9-5.203 “Definitions,” 9-5.301 “Districts Established and Defined,” 9-5.3801 “Summary of Zoning Districts,” 9-5.3808 “Table of Land Use Regulations,” and 9-5.601 “Height, Area & Setback Regulations for Primary Structure” of the Antioch Municipal Code.

DISCUSSION

The adoption of an ordinance requires two separate readings. The subject ordinances were introduced at the April 12, 2022 City Council hearing. The second reading will finalize the adoption of the ordinances.

ATTACHMENT

- A. Ordinance for Zoning Map Amendment with Exhibit A Zoning Map
- B. Ordinance for Zoning Text Amendment with Exhibit A Zoning Text Amendments

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING
THE CITY OF ANTIOCH ZONING MAP TO INCLUDE THE COMMERCIAL INFILL
HOUSING OVERLAY (CIH) DISTRICT**

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

SECTION 1:

The City Council determined on April 12, 2022, that, pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act, and after full consideration of the EIR Addendum prepared for project, and on the basis of the whole record before it, the Addendum for the Commercial Infill Housing Overlay (CIH) District should be adopted.

SECTION 2:

At its regular meeting of March 16, 2022, the Planning Commission recommended that the City Council adopt the Ordinance to amend the City's Zoning Map to include the Commercial Infill Overlay District rezone the subject property from Planned Development District to Planned Development District (Z-22-01) for the following properties.

1. 99 Cents Only/Big Lots, 2521 Somersville Rd.
2. Buchanan Crossings, 3110 Buchanan Rd.
3. Crestview Dr. & W. 10th St., APN: 074-334-030
4. Deer Valley Plaza, 4346 Lone Tree Way
5. Delta Fair Shopping Center, 2710-3040 Delta Fair Blvd.
6. Hillcrest Summit, Shaddick Drive & Harris Dr
7. Hillcrest Terrace, 3440 Deer Valley Rd.
8. In-Shape Shopping Center, 4099 Lone Tree Way
9. Lakeview Center, 4042 Lone Tree Way
10. Somersville Towne Center, 2556 Somersville Rd.

SECTION 3:

The Zoning Map shown in Exhibit A, attached hereto, hereby rezones the above listed sites to have a Commercial Infill Housing Overlay (CIH) Designation, and the zoning map is hereby amended accordingly.

SECTION 4:

The City Council finds that the that the proposed Commercial Infill Housing Overlay District will allow flexibility in land uses and facilitate the creation of medium and high density housing development; that the subject properties are suitable for the Overlay District; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with the Antioch General Plan amendments.

SECTION 5:

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the _____ of _____, 2022, and passed and adopted at a regular meeting thereof, held on the _____ of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

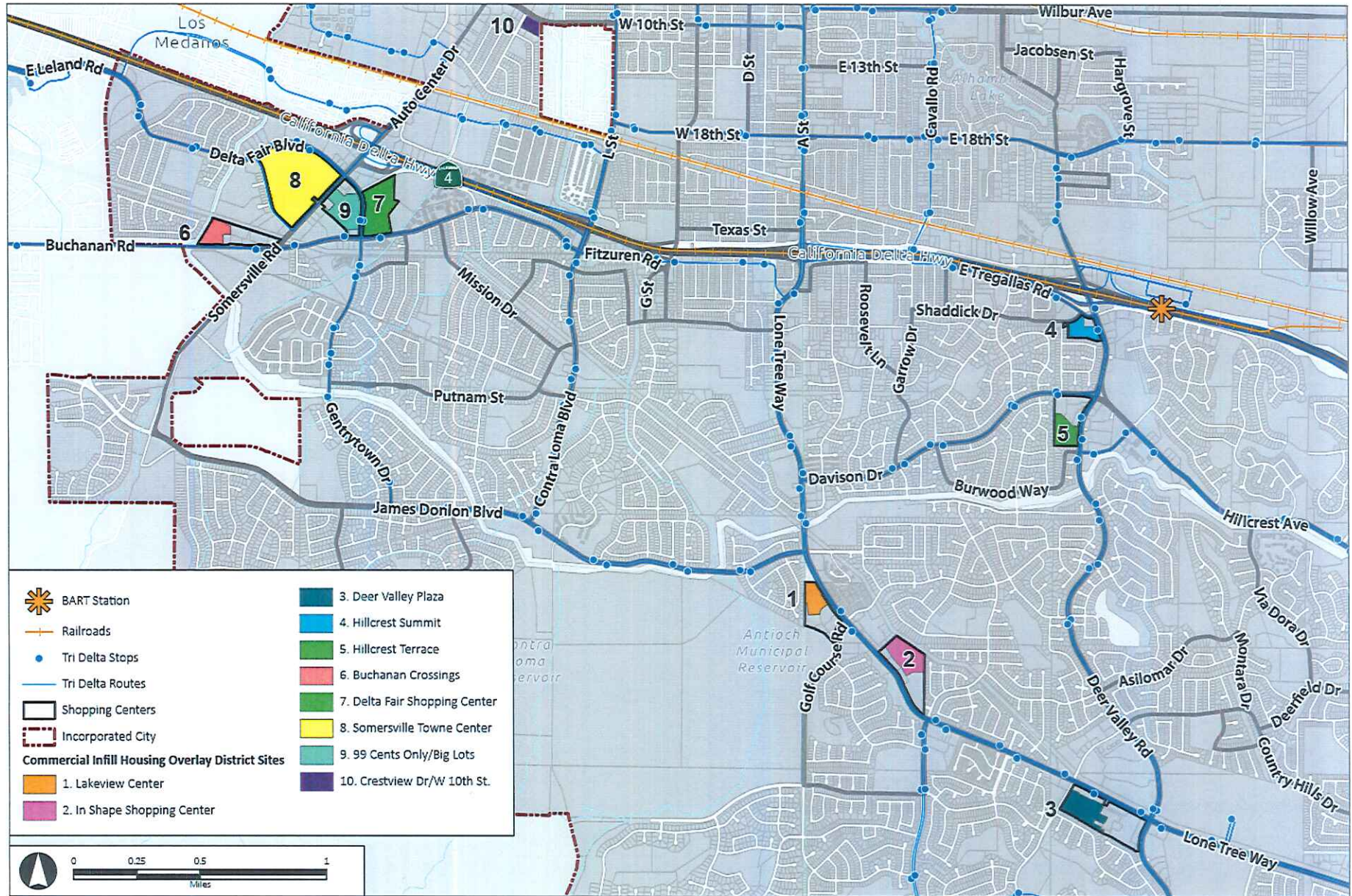
ABSTAIN:

Lamar Thorpe, Mayor

ATTEST:

Elizabeth Householder, City Clerk

2. Project Description



Source: PlaceWorks, 2021.

Figure 1
 Commercial Infill Housing Overlay District Sites

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING SECTIONS 9-5.203 "DEFINITIONS," 9-5.301 "DISTRICTS ESTABLISHED AND DEFINED," 9-5.3801 "SUMMARY OF ZONING DISTRICTS," 9-5.3808 "TABLE OF LAND USE REGULATIONS," AND 9-5.601 "HEIGHT, AREA & SETBACK REGULATIONS FOR PRIMARY STRUCTURE" OF THE ANTIOCH MUNICIPAL CODE

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

SECTION 1:

The City Council determined on April 12, 2022, that, pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act, and after full consideration of the EIR Addendum prepared for project, and on the basis of the whole record before it, the Addendum for the Commercial Infill Housing Overlay (CIH) District should be adopted.

SECTION 2:

At its regular meeting of March 16, 2022, the Planning Commission recommended that the City Council adopt the Ordinance amending Sections 9-5.203 "Definitions," 9-5.301 "Districts Established and Defined," 9-5.3801 "Summary of Zoning Districts," 9-5.3808 "Table of Land Use Regulations," and 9-5.601 "Height, Area & Setback Regulations for Primary Structure" of the Antioch Municipal Code.

SECTION 3:

The Zoning Text Amendments shown in Exhibit A, attached hereto, hereby amends Title 9 "Planning and Zoning" Chapter 5 "Zoning" to include Commercial Infill Housing (CIH) Overlay District standards in Sections 9-5.203 "Definitions," 9-5.301 "Districts Established and Defined," 9-5.3801 "Summary of Zoning Districts," 9-5.3808 "Table of Land Use Regulations," and 9-5.601 "Height, Area & Setback Regulations for Primary Structure" of the Antioch Municipal Code.

SECTION 4:

The City Council finds that the that the proposed Commercial Infill Housing Overlay District will allow flexibility in land uses and facilitate the creation of medium and high density housing development; that the Zoning text amendments are consistent with the Overlay District policies; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with the Antioch General Plan amendments.

SECTION 5:

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the ____ of _____, 2022, and passed and adopted at a regular meeting thereof, held on the ____ of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lamar Thorpe, Mayor

ATTEST:

Elizabeth Householder, City Clerk

PROPOSED ZONING TEXT AMENDMENTS

§ 9-5.203 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL INFILL HOUSING. Strategic, streamlined development of high-quality medium- and high-density residential and mixed-use projects sited on vacant and/or underutilized infill sites in commercial areas of the City.

STORY. A portion of a building between the surface of any floor and the surface of the floor next above it, or, if there is no floor above it, the space between such floor and the ceiling next above it. A story also includes a basement, cellar, or unused under-floor space if the finished floor level directly above such space is more than six (6) feet above the ground adjacent to the building for more than fifty percent (50%) of the total perimeter.

§ 9-5.301 DISTRICTS ESTABLISHED AND DEFINED.

(EE) CIH Commercial Infill Housing Overlay District. This overlay district provides sites suitable for the development of high-quality medium-and high-density residential mixed-use projects on infill sites in commercial areas of the City when compatible with the Commercial Infill Housing description in the Land Use Element of the Antioch General Plan. This overlay district allows residential development at a minimum of 12 dwelling units per gross acre. This overlay district is consistent with the Commercial Infill Housing General Plan description.

Table 9-5.601 Height, Area & Setback Regulations for Primary Structure

HEIGHT, AREA & SETBACK REGULATIONS FOR PRIMARY STRUCTURE											
Zone	Maximum Height Feet ^b	Minimum Building Site Sq. Ft.	Minimum Lot Width in Feet		Maximum Lot Coverage ^e	Minimum Density Allowed (Units per Gross Developable Acre)	Maximum Density Allowed Units Per Gross Developable Acre ^d	Front Yard Minimum ^{a,k}	Minimum Side Yard Required in Feet ^e		Minimum Rear Yard Required in Feet
			Corner	Interior					Corner	Interior	
RE	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
RR	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
CIH	IN COMPLIANCE WITH THE COMMERCIAL INFILL HOUSING OVERLAY DISTRICT OBJECTIVE DESIGN STANDARDS DOCUMENT.										
R-4	35	6,000	65	60	40%	NA	4 du/acre	f	f	5 ft.	20 ft.
R-6	35	6,000	65	60	40%	NA	6 du/acre	f	f	5 ft.	20 ft.
R-10	45	6,000	65	60	40%	NA	10 du/acre	f	f	5 ft.	10 ft.
R-20	45	20,000	70	70	40%	NA	20 du/acre	f	f	5 ft.	10 ft.
R-25	45	20,000	70	70	50%	20 du/acre	25 du/acre	f	f	5 ft.	10 ft. ^m
R-35	45	20,000	70	70	50%	30 du/acre	35 du/acre	f	f	5 ft.	10 ft. ^m
PBC	35	20,000	65	60	35%	NA	0	f	f	0 ft.	0 ft.
C-0	35	20,000	65	60	35%	NA	0	f	f	0 ft.	10 ft.
C-1	35	20,000	65	60	35%	NA	0	f	f	0 ft.	10 ft.
C-2	35	20,000	65	60	35%	NA	0	f	f	0 ft.	10 ft.
C-3	70	20,000	65	60	35%	NA	0	f	f	0 ft.	10 ft.
MCR ^j	45	6,500	65	60	50%	NA	20 du/acre	f	f	5 ft.	10 ft.

B4

HEIGHT, AREA & SETBACK REGULATIONS FOR PRIMARY STRUCTURE

RTC ^j	50	2,500	25 ^g	25 ^g	100%	NA	20 ^h	0 ⁱ	0 ⁱ	0 ft.	0 ft.
RTR-10	45	3,500	45	45	50%	NA	12	15	10	5 ft.	15 ft.
RTR-20	45	20,000	100	100	50%	NA	20	15	10	5 ft.	10 ft.

HEIGHT, AREA & SETBACK REGULATIONS FOR PRIMARY STRUCTURE

Zone	Maximum Height Feet ^b	Minimum Building Site Sq. Ft.	Minimum Lot Width in Feet		Maximum Lot Coverage ^e	Minimum Density Allowed (Units per Gross Developable Acre)	Maximum Density Allowed Units Per Gross Developable Acre ^d	Front Yard Minimum ^a	Minimum Side Yard Required in Feet ^c		Minimum Rear Yard Required in Feet
			Corner	Interior					Corner	Interior	
WF	45	6,500	60	60	60%	NA	0	0	0	0 ft.	0 ft.
M-1	45	40,000	100	100	50%	NA	0	f	f	0 ft.	0 ft.
M-2	70	40,000	100	100	50%	NA	0	f	f	0 ft.	0 ft.
HPD	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
PD	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
RRMP	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS IN A MANNER CONSISTENT WITH ARTICLE 41 OF THE MUNICIPAL CODE										
TOD	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
H	70	SAME AS C-0 ZONE ^k									
OS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
S	TO BE DETERMINED BY CITY COUNCIL THROUGH PLANNED DEVELOPMENT PROCESS										
SH	SAME AS UNDERLYING BASE ZONE										
T	SAME AS UNDERLYING BASE ZONE										
^a Where 40% or more of the frontage (excluding reversed frontage lots) in a block has been improved with buildings, the minimum required front yard for main buildings shall be the average of the improved lots if less than the front yard requirements, but not less than six feet from the property line.											

HEIGHT, AREA & SETBACK REGULATIONS FOR PRIMARY STRUCTURE

- ^b Height shall mean the vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the structure, excluding below ground basements, to the topmost point of the roof. Exceptions to the specified height limitation shall include the spires, belfries, cupolas and domes of churches, monuments, water towers, fire and hose towers, observation towers, distribution and transmission towers, lines and poles, chimneys, smokestacks, flag poles, radio towers, excluding wireless communications facilities subject to § 9-5.3846, equipment penthouses encompassing less than 20% of total roof area and less than eight feet in height, and parapets less than 30 inches in height, unless otherwise governed by this chapter.
- ^c Minimum lot area in all zones shall not apply to the condominium parcelization of a larger project where land is being divided for individual building envelopes.

HEIGHT, AREA & SETBACK REGULATIONS FOR PRIMARY STRUCTURE

d	Maximum density allowed is defined in the city General Plan as per the maximum developable gross acreage definition found in this chapter.
e	For at least 25% of the lots in a given subdivision, one side yard of an interior lot shall be 10 feet in width and the other side yard can be five feet. The 10-foot side yard area shall remain as unrestricted open area. This shall also apply to all two-story single-family residential lots. On any parcel of land of an average width of less than 50 feet, which parcel was under one ownership or is shown as a lot on any subdivision map filed in the office of the County Recorder prior to April 11, 1950, when the owner thereof owns no adjoining land, the width of each side yard may be reduced to 10% of the width of such parcel, but in no case to less than three feet.
f	<p>Front yard and street side setbacks shall be reserved for landscaping only, excluding access and egress driveways and shall be determined on a graduated scale based upon type of street and land use as follows:</p> <ol style="list-style-type: none">(1) Non-residential uses. Arterial street: minimum 30-foot setback with 30-foot landscaping on all frontages. Collector street: minimum 25-foot setback with 25-foot landscaping. Local street: minimum 20-foot setback with 20-foot landscaping.(2) Single-family detached and two-family dwelling uses. Arterial street: minimum 30-foot setback with 30-foot landscaping on all frontages. Collector street: minimum 25-foot setback and landscaping for front yard and 10-foot street side yard setback with landscaping Local street: minimum 20-foot front yard setback with 20 foot of landscaping and 10-foot street side yard setback with landscaping.(3) Multi-family dwelling uses. Arterial street: minimum 15-foot setback with 15-foot landscaping on all frontages. Collector street: minimum 15-foot setback with 15-foot landscaping. Local street: minimum 10-foot setback with 10-foot landscaping.
g	New construction with frontage in excess of the minimum lot width shall reflect the pattern of building widths in facade design.
h	<p>Within the area bounded by the Burlington Northern Santa Fe Railroad, "I" Street, Second Street, and "E" Street, residential density may be increased to 45 dwelling units per acre provided:</p> <ol style="list-style-type: none">(1) The residential use is part of a mixed use development with the entire first floor devoted to commercial use;(2) The proposed development provides public amenities as described in § 4 (relating to residential use in RTC); and(3) The project has received use permit approval from the Planning Commission.

HEIGHT, AREA & SETBACK REGULATIONS FOR PRIMARY STRUCTURE

ⁱ Buildings in the RTC district shall be placed on the property line except for:

- (1) Setbacks to accommodate outdoor dining and plazas, provided that such setbacks do not exceed a depth of one-third of the lot depth;
- (2) Courtyards, promenades, and plazas located on any portion of the site; and
- (3) Where a setback is necessary to maintain the uniform setback of building facades.

^j The first floor of a building shall extend from property line to property line except:

- (1) In setback areas for outdoor dining, plazas; and
- (2) For required vehicular or pedestrian access.

^k Notwithstanding any other provisions of this chapter for yard requirements, in any residential district the front of any garage shall be not less than 20 feet from the exterior property line on which such garage faces.

^l For projects that consist of attached single-family dwellings (townhomes), in which each dwelling occupies its own lots, the minimum lot area is 1,800 square feet and the minimum required interior side setback is zero.

^m Where a multi-family dwelling abuts a lot that is zoned RR, RE, R4 or R6, a minimum rear yard of 20 feet shall be provided.

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
RESIDENTIAL USES																					
Day-care centers (§ 9-5.3832)	U	U	U	U	U	U	U	U	U	U	U	U	—	—	U	—	U	*	—	—	—
Day-care: large family (§ 9-5.3818)	A	A	A	A	A	A	—	—	—	—	—	—	—	—	—	—	—	*	—	—	A
Day-care: small family (§ 9-5.3817)	P	P	P	P	P	P	—	—	—	—	—	—	—	—	—	—	—	*	—	—	P
Senior Group Housing	U	U	U	U	U	U	—	—	—	—	—	U	—	—	—	—	U	*	—	—	—
Family care home	P	P	P	P			—	—	—	—	—	U	—	—	—	—	—		—	—	—
Fraternity-sorority house/dormitory	U	U	U	U	U	U	—	—	—	—	—	U	—	—	—	—	—	*	—	—	—
Home occupations	A	A	A	A	A	A						A	—	—	—	—	—	*	—	—	P
Hospice ¹⁰	—	—	U	U	U	U	—	U	U	—	—	U	—	—	—	—	U ²	*	—	—	—

B10

	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
Manufactured, modular home; mobile home (§ 9-5.3804)	P	P	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—	*	—	—	—
Mobile home park	—	—	U	U	U	U	—	—	—	—	—	—	—	—	—	—	—	*	—	—	—
Multiple-family: condominium, apartment, town-house (§ 9-5.3820)	—	—	U	U	P, U ¹¹	P, U ¹¹	—	—	—	—	—	U	—	—	—	—	U ²	*	—	—	P ¹⁵ U ¹⁶
Recreational vehicle park (§ 9-5.3830)	—	—	—	—	—	—	—	—	—	—	U	—	U	—	—	U	—	*	—	—	—
Residential care facility ¹⁰	—	—	U	U	U	U	—	U	U	—	—	U	—	—	—	—	U	*	—	—	—

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	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
Residential hotel	—	—	U	U	U	U	—	U	U	U	U	U	—	—	—	—	—	*	—	—	—
Room & boarding house	—	—	U	U	U	U	—	U	U	U	U	U	—	—	—	—	—	*	—	—	—
Second residential unit (§ 9-5.3805)	A	A	A	A	A	A	—	—	—	—	—	—	—	—	—	—	—	*	—	—	—
Single-family dwelling	P	P	U	P ¹	P ¹	P ¹	—	—	—	—	—	U	U	—	—	—	—	*	—	—	—
Tobacco and paraphernalia retailers (§ 9-5.3843)	—	—	—	—	—	—	—	—	—	—	U	—	—	—	—	—	—	—	—	—	—
Two-family dwelling	—	—	P	P	P	P	—	—	—	—	—	U	—	—	—	—	—	*	—	—	—
Transitional Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—
PUBLIC AND SEMI-PUBLIC USES																					
Bus & transit maintenance facility	—	—	—	—	—	—	—	—	—	—	—	—	U	—	U	U	—	*	—	—	—
Bus & train terminal	—	—	—	—	—	—	—	—	—	—	—	—	U	—	U	U	—	*	—	—	—

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Clubs & Lodges (private & public)	—	U	U	U	U	U	U	U	U	U	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
Convalescent and Extended Care	—	—	U	U	U	U	—	—	—	—	—	U	—	—	—	—	U	—	—	—	—
Correctional facility ¹²	—	—	—	—	—	—	—	—	—	—	—	—	—	—	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	*	—	—	—
Homeless shelter	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	P	—	—	—

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	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	
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	*	—	—	—	
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 ³ (§ 9-5.3832)	—	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	*	—	—	—	

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	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
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	—	—	—	—	*	—	—	—

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	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
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	—	—	—	—	—	*	—	—	—

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	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
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 ¹³	—	—
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	—	—	—	—	*	—	—	—

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	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
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-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
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-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
Hotel & motels	—	—	—	—	—	—	U ⁵	U	—	P	P	P	U	—	U5	—	U	*	—	—	—
Jewelry store	—	—	—	—	—	—	—	—	—	P	P	P	U	—	—	—	—	*	—	—	—
Kennels	—	—	—	—	—	—	—	—	—	U	U	—	—	—	U	U	—	*	—	—	—
Laboratories; medical, dental, optical	—	—	—	—	—	—	P	P	U	U	U	U	—	—	U	—	P	*	—	—	—

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	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
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 ⁶	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	*	—	—	—
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	*	—	—	—

B22

	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
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	—	—	*	—	—	—

B23

	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
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 ⁷	—	P	P	—	*	—	—	—

B24

	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
Restaurants (§§ 9-5.3823 and 9-5.3831):																					
General	—	—	—	—	—	—	P	P	P	P	P	P	P	—	U ⁵	—	—	*	—	—	—
Fast food	—	—	—	—	—	—	U	—	—	U	U	U	U	—	U ⁵	—	—	*	—	—	—
Outdoor seating & food service	—	—	—	—	—	—	U	U	U	U	U	U	U	—	U ⁵	U	—	*	—	—	—
Take out/delivery	—	—	—	—	—	—	P	U	P	P	P	P	U	—	U ⁵	—	—	*	—	—	—

	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
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	—	—	—	—	*	—	—	—

B26

	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
Vehicle/boat/ equipment sales & rental (§ 9-5.3825)	—	—	—	—	—	—	U ⁸	—	—	U	U	U	U	—	U	U	—	*	—	—	—
INDUSTRIAL USES																					
Animal rendering	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—
Bakery- commercial	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	*	—	—	—

B27

	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
Beverage bottling plant	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—
Boat building	—	—	—	—	—	—	—	—	—	—	—	—	U	—	U	P	—	*	—	—	—
Cement or clay products manufacturing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—
Concrete batch plant	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	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 processing plant	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	P	—	*	—	—	—
Fuel yard; bulk petroleum storage	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—

B28

	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
Garment manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	U	—	*	—	—	—
Hazardous waste facilities (§ 9-5.3826):	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	U	—	*	—	—	—
Small generator (§ 9-5.3826)	—	—	—	—	—	—	—	—	U	U	U	U	—	—	U	U	—	*	—	—	—

B29

	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
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	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
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
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																					

B32

	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
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	*	—	—	—
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 zone.
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. Up to 20 units/acre permitted by right subject to compliance with all other applicable standards.
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.
(Am. Ord. 930-C-S, passed 7-29-97; Am. Ord. 1080-C-S, passed 10-24-06; Am. Ord. 2072-C-S, passed 10-22-13; Am. Ord. 2075-C-S, passed 11-26-13; Am. Ord. 2077-C-S, passed 12-10-13; Am. Ord. 2089-C-S, passed 6-24-14; Am. Ord. 2096-C-S, passed 2-24-15; Am. Ord. 2143-C-S, passed 6-26-18; Am. Ord. 2158-C-S, passed 12-11-18; Am. Ord. 2169-C-S, passed 6-25-19)
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.

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.*)

CIH Commercial Infill Housing Overlay District

9-5.3848 COMMERCIAL INFILL HOUSING OVERLAY DISTRICT

The Commercial Infill Housing (CIH) Overlay District will comply with the following standards and regulations. Any standards not included in this section will comply with the site's underlying zoning standards.

(A) Site Qualification. Sites shown within the CIH Overlay District on the Antioch Zoning Map are qualified by-right for development of infill housing and can submit an application to the Planning Department for ministerial review. For sites outside of the CIH Overlay District, a rezone of the site to be included in the CIH Overlay District is required with approval from City Council prior to submitting an application to the Planning Department.

(B) Residential Density. Residential development under 12 dwelling units per acre shall not be permitted within the CIH Overlay District. Residential development of 12 to 35 dwelling units per acre are allowed by-right. Development over 35 dwelling units per acre require the approval of a use permit.

(C) Off-street Parking Required. Off-street parking requirements shall follow the requirements in Table 9-5.1703.1, *Off-Street Parking Required*.

(D) Building Height. Development of two to four stories (up to 45 feet in building height) shall be allowed by-right. Development higher than four stories (more than 45 feet in building height) shall require the approval of a use permit.

(E) Objective Design Standards. Development shall comply with the objective design standards contained in the City's Commercial Infill Housing Overlay District Objective Design Standards document.

(F) Review Process. Applications for residential or mixed-use development on qualified Commercial Infill Housing Overlay District sites shall be submitted to the

Planning Department for ministerial processing and must include an application packet and design plans. Applications will be processed administratively by staff and reviewed for conformance with the Commercial Infill Housing Overlay District Objective Design Standards.”

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Anne Hersch, Planning Manager *AH*
SUBJECT: Resolution for On-Call Contract Planning and Environmental Consulting Services

RECOMMENDED ACTION

It is recommended that the City Council:

1. Adopt the Resolution approving agreements for on-call planning and environmental consulting services with Stantec, Raney, and MIG; and
2. Authorize the City Manager to execute the agreements.

FISCAL IMPACT

There are no direct costs incurred by the City for this request. On-call planning and environmental consulting services are cost recoverable as project applicants pay an initial deposit to cover the cost of services rendered. Staff tracks billing associated with the project and requests additional funds from project sponsors as needed.

DISCUSSION

The Planning Division is responsible for the development and administration of programs that guide the physical development of Antioch, including the General Plan, a variety of Specific Plans and the City's Zoning Ordinance. These policies establish the framework and vision for future development in the City. The Division uses these policies in the review, management, and processing of development applications as well as related compliance with the California Environmental Quality Act (CEQA) Guidelines.

CEQA

For development applications where CEQA is required, the City uses technical consultants to provide expertise and project management. The consultants work with specialists who prepare studies and supporting documentation to satisfy the

environmental review. Analysis varies based on project scope and may include air quality, greenhouse gas emissions, soils, and noise as well as other factors.

Contract Planning Services

For projects that have multiple entitlements such as large residential subdivisions, staff will use the services of a contract planner to manage the entitlement review as well as the CEQA analysis. The contract planner serves as an extension of City staff by managing the application process, coordinating with City staff and the applicant on completeness/scheduling, writing reports and making presentations to the Planning Commission and City Council. Projects that are processed by contract planners are typically a multi-year review process and require coordination with regional agencies as well as City departments.

Request for Qualifications

A Request for Qualifications was released on February 4, 2022 and closed on March 9, 2022. The City received a total of nine (9) qualification submittals. Of the submittals, staff has selected three (3) consultants to enter into a contract services agreement.

- Raney Consultants-provides both CEQA and On-Call Services and has an existing contract with the City
- Stantec-provides CEQA services only and has an existing contract with City
- MIG Consultants-provides both CEQA and On-Call services and can provide day to day staffing if requested

Staff selected Raney Consultants and Stantec based on their successful past efforts in Antioch. While new, MIG Consultants will provide another option for CEQA services and can also provide staffing if requested.

ATTACHMENT

A. Resolution

ATTACHMENT A

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AGREEMENT FOR CEQA & ON-CALL PLANNING SERVICES WITH RANEY CONSULTANTS, STANCTEC, AND MIG CONSULTING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO CONSULTING SERVICES AGREEMENTS

WHEREAS, the Planning Division uses consulting services for development application review, related project management, and compliance with the California Environmental Quality Act Guidelines;

WHEREAS, a Request for Qualifications was issued on February 4, 2022 and closed on March 9, 2022 and solicited qualifications from qualified firms for on-call planning, CEQA consulting services, and contract staffing;

WHEREAS, the City received a total of nine (9) responses to the Request for Qualifications;

WHEREAS, Raney Consulting and Stantec were selected based on their successful past efforts providing on-call and CEQA consulting services to the City; and

WHEREAS, MIG Consultants will provide CEQA consulting services and office staffing if requested.

1. **NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby Approves an agreement with Stantec for on-call CEQA consulting services to provide technical environmental analysis as part of development application review;
2. Approves an agreement with Raney for on-call planning and CEQA consulting services for development application review; and
3. Approves an agreement with MIG for on-call planning and CEQA consulting services, and office staffing if requested; and
4. Authorizes the City Manager to execute the Agreements 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 26th day of April, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Anne Hersch, Planning Manager *AH*

SUBJECT: Resolution Amending an Existing Contract for Consultant Services with Urban Planning Partners for the Preparation of the 6th Cycle Housing Element 2023-2031 and Authorizing the City Manager to Execute the Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving a contract amendment in the amount of \$157,300 with Urban Planning Partners, included as Exhibit A in the Resolution; and
2. Authorize the City Manager to execute the amended agreement.

FISCAL IMPACT

The original contract was approved in an amount not to exceed \$552,765. A contract amendment was approved for \$107,440 for the Safety and Environmental Justice Elements is covered through the General Fund. The project is funded through State grants the General Fund.

Grants:

- \$500,000 is provided through a Local Early Action Planning (LEAP) grant
- \$41,439 is provided through the Regional Early Action Planning (REAP) grant
- **Grant Total: \$541,439**

The consultant has requested a second contract amendment of \$157,300 to cover the costs associated with the Sites Inventory, Environmental Impact Report (EIR), and increasing the contingency fee. This allocation will come from the General Fund.

General Fund:

- \$118,766 is provided through the City's General Fund from fees collected as part of Building and Planning Services
- \$157,300 for EIR preparation
- **General Fund Total: \$276,066**

DISCUSSION

On May 25, 2021, the City Council adopted a resolution directing the City Manager to execute a contract with Urban Planning Partners for development and preparation of the 2023-2031 Housing Element and supporting contents including environmental analysis to satisfy the California Environmental Quality Act (CEQA) Guidelines. The initial contract amount was authorized for \$552,765.

On July 27, 2021, the original contract was amended to include \$107,440 for the preparation of the Safety Element and Environmental Justice Element to satisfy the requirements of Senate Bill (SB) 1000. SB 1000 was adopted by the State of California in 2018 and requires:

- The Safety Element be updated concurrently with any Housing Element update to address climate adaptation and resilience strategies.
- The preparation of an Environmental Justice Element to address disadvantaged communities and provide objectives and policies to promote civil engagement in the public decision-making process.

ANALYSIS

The current request is the second contract amendment for the project. Additional funds are required to cover costs associated with the Sites Inventory analysis, an assessment of fair housing, the EIR preparation and contingency fees. This additional contract amendment will cover any remaining costs associated with the Housing Element update process.

The Housing Element is on track to be completed by the end of 2022, consistent with the required submittal timelines set forth by the State Department of Housing and Community Development.

ATTACHMENT

A. Resolution with Exhibit A

ATTACHMENT A

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH URBAN PLANNING PARTNERS, INC. FOR THE COMPLETION OF THE 2023-2031 HOUSING ELEMENT 6th CYCLE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT

WHEREAS, the State Department of Housing and Community Development requires all jurisdictions in the State of California to update their Housing Element every eight (8) years;

WHEREAS, on May 25, 2021, the City Council approved a contract for consultant services with Urban Planning Partner in the amount of \$552,765 for the preparation of the 2023-2031 Housing Element and related services;

WHEREAS, on July 27, 2021 the City Council approved a contract amendment for the preparation of the Safety and Environmental Justice Elements required pursuant to SB1000;

WHEREAS, the City of Antioch has commenced with the Housing Element update for the 2023-2031 6th Cycle planning period and is on schedule to complete the Housing Element update at the end of 2022; and

WHEREAS, the additionally requested funds will cover costs associated with the Sites Inventory analysis, fair housing, completion of the Environmental Impact Report and contingency fees.

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

1. Approves a second contract amendment with Urban Planning Partners, in substantially the form attached as Exhibit A, in an amount of \$157,300, and
2. Authorizes the City Manager to execute the second contract amendment to 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 26th day of April, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**EXHIBIT A
HOUSING ELEMENT
CONTRACT MODIFICATION SCOPE #2
(SEPARATE PAGE)**

April 11, 2022

Anne Hersch
City of Antioch
PO Box 5007
Antioch, CA 94531

Sent via email: ahersch@antiochca.gov

Re: Antioch Housing and Environmental Hazards Element and EJ Update - Contract Modification #2

Dear Anne,

This letter is to request an increase in our current NTE amount by an additional \$157,300. The scope of work and estimated fee to prepare the Draft Environmental Impact Report (EIR) is the primary driver for this contract modification request. There are also adjustments requested based on the level of effort expended to date and a misunderstanding around the contingency fee included in the original estimated fee. These are all described below.

As you know, our contract is a time-and-materials contract with a NTE amount without prior authorization. We will continue to only invoice the City for time spent on the project. Our current NTE authorization is \$660,205, consisting of an NTE of \$552,765 for Housing Element, \$42,720 for the Environmental Hazards Element, and \$64,720 for the Environmental Justice (EJ) policies. The Environmental Hazards and EJ components of the project were authorized by Amendment No. 1 of the contact, dated July 21, 2021.

As we've worked on the Housing Element Update, there have been several factors that affect our NTE amount and the need for this request:

- 1. Sites Inventory Assumptions.** Urban Planning Partners had assumed use of ABAG's Housing Element Site Selection (HESS) tool for the sites inventory analysis and presumed this tool would automate much of the work behind the sites inventory analysis. When it became clear that the data in the HESS tool was not accurate, we pivoted to using GIS for the sites inventory. Data discrepancies and data management needs far exceeded our anticipated level of effort as we had to navigate conflicting data related to parcel sizes, APNs, General Plan Land Use Designations, and existing land use. Urban Planning Partners acknowledges some of the difficulties during this time were related to our staff changes and inefficiencies and is not seeking an amendment for related costs. However, substantial time was spent discovering and correcting errors in the data that was provided to us and managing a

much larger data set than we had anticipated across GIS and Excel (instead of the consolidated HESS tool).

2. **AFFH and HCD Expectations.** Since scoping this work in March 2021, HCD released an 89-page guidance document for Housing Elements and AFFH requirements. In addition, lessons from SCAG and other COGs ahead of the Bay Area have revealed HCD's high expectations around AFFH requirements. Given the project's timeline, Urban Planning Partners has had to perform an assessment of fair housing in absence of deliverables or a clear schedule of anticipated deliverables from the Contra Costa County Collaborative. The assessment has included analyzing geospatial data from HCD's AFFH Data Viewer and mapping our sites inventory on top of demographic data.
3. **CEQA Scope.** When scoping the project in March 2021, we had used a placeholder range for the cost of an EIR given uncertainties around the project description. The authorized scope of work stipulated that the level of effort for CEQA would be revisited once the site inventory and rezonings were better defined. Now that we know we have over 180 sites, the level of effort has increased from what we had previously predicted. The total EIR cost was estimated at \$257,950 in the original contract. The budget for the updated EIR scope found in Attachment A is \$334,181, which makes for an unmet need of \$76,231. This is the amount requested in this contract modification, as shown below. The EIR budget table found in Attachment A shows our estimated labor by personnel, including subconsultants to complete the technical sections. The estimate is greater than originally estimated due to several factors, including the magnitude of the sites inventory, the personnel needed to meet expedited deadlines, and a higher level of effort required from subconsultants than anticipated. We also request including a 10 percent contingency fee for the EIR (\$33,418) to help with things like a higher volume of response to comments during FEIR preparation or strategy meetings that may be needed. The EIR contingency fee would not be used without prior authorization.
4. **Standing Meetings and Contingency Fee.** Our original budget proposal included a 10 percent contingency fee of \$47,651 for the Housing Element update, yet we are realizing that this contingency fee is not included in our NTE amount of \$552,765 for the Housing Element. We believe this was an error, as we have already received the City's permission to dip into the contingency fee to hold our standing biweekly meetings which were not originally scoped. We are therefore requesting formal approval of the \$47,651 contingency fee within the umbrella of the Housing Element update.

The total budget needed to cover the costs explained above is \$157,300. See the breakdown outlined below.

- Out of scope sites inventory labor \$4,175
- Assessment of Fair Housing and AFFH requirements \$10,000
- Unmet need for EIR scope of work, including the following technical analyses: \$76,231
 - **Cogstone** (Tribal Cultural Resources)
 - **Baseline Environmental Consulting** (Air Quality, GHG, Energy, Noise and Vibration, Hydrology and Water Quality, Geology and Soils, Hazards and Hazardous Materials)
 - **Environmental Collaborative** (Biological Resources)
- Requested EIR Contingency Fee \$33,418
- Housing Element Contingency Fee \$47,651

Approval of this Contract Modification #2 would increase our NTE amount as shown below.

A. Work Authorization	June 8, 2021
B. Initial NTE budget	\$552,765
C. NTE Increase #1 (Approved July 21, 2021)	\$107,440
D. NTE with Increase #1	\$660,205
E. I. NTE Increase #2 (Requested)	\$157,300
J. NTE with Increase #2:	\$817,505

Authorization

Please sign below to indicate your acceptance of the NTE increase requested herein as Contract Modification #2.

Please let me know if you have questions or need additional information.

Sincerely,

URBAN PLANNING PARTNERS, INC.



Lynette Dias
President

**NTE AMOUNT INCREASE
TO \$817,505**

ACCEPTED AND AUTHORIZED BY

Anne Hersch
City of Antioch

Date

Attachments:

Attachment A. CEQA Budget

Attachment A

EIR Estimated Fee

	Urban Planning Partners							Baseline Environmental Consulting					Cogstone						Environmental Collaborative		Fehr & Peers				Team Total							
	Chris Banks Project Director	Doug Harding Principal Planner	Marcello Romo Project Manager	Madison Project Manager	Harriet/Support	Connelly Word Processing	Urban Planning Partners Total	Jane Abell Kern, City Hydrologist	Patrick Simon Environmental Engineer	Eric Abels Environmental Engineer	Eric Tian Environmental Engineer	Word Processing	Baseline Environmental Total	Program Director	Task Manager and Principal	Architectural Historian	Supervisor	GIS Specialist	Technical Editor	Customize Team Total	Jim Martin Environmental Consulting Team Total	Kal Basso, P.E. IE Transportation Manager	Kevin Johnson Travel Demand Manager	Yvonne Rosoff Transportation Planner		Fehr & Peers Total						
Hourly Rate:	\$225	\$240	\$155	\$150	\$120	\$130		\$225	\$185	\$185	\$175	\$120		\$155	\$120	\$90	\$95	\$95	\$105		\$185		\$280	\$200	\$145							
Task 3B - EIR Certification Hearings																																
Subtotal for Task 3B	12	-	36	-	4	-	\$ 5,660	-	-	-	-	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,660			
PHASE 3. RESPONSE TO COMMENTS DOCUMENT/FINAL EIR	32	-	64	64	4	16	26,780	-	7	16	16	-	7,055	-	-	-	6	-	-	520	-	-	4	3	-	-	1,160	3,400	38,045			
Admin Record																																
EIR Administrative Record																																
Subtotal	4	-	14	-	24	12	7,510	-	-	-	-	5	-	0	0	0	0	2	0	150	-	-	-	-	-	-	-	7,700				
PHASE 4. ADMIN RECORD	4	-	14	-	24	12	7,510	-	-	-	-	5	-	-	-	-	-	2	-	150	-	-	-	-	-	-	-	7,700				
TOTAL EIR LABOR ESTIMATE	98	150	231	154	106	112	144,235	4	20	33	125	7	7	31	32	64	27	4	56	-	-	60	278	-	-	-	313,195					
DIRECT COSTS																																
1. Subconsultant Markup																											\$ 16,806					
2. Misc. Direct Costs and Printing																											\$ 100					
TOTAL DIRECT COSTS																											\$ 16,906					
TOTAL ESTIMATED FEE																											\$ 161,341	\$ 61,170	\$ 21,180	\$ 10,900	\$ 79,780	\$ 334,121
TEN PERCENT CONTINGENCY																																\$ 33,412
TOTAL ESTIMATED FEE WITH CONTINGENCY																																\$ 367,599

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Junming Li, Assistant Engineer *JK*

REVIEWED BY: Carlton Thompson, Assistant City Engineer *CT*

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

SUBJECT: Acceptance of Work and Notice of Completion for Prewett Park Concrete Improvements, Phase II (P.W. 567-9)

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for Prewett Park Concrete Improvements, Phase II.

FISCAL IMPACTS

The Capital Improvement Budget included \$500,000 for this work through the General Fund.

DISCUSSION

On January 11, 2022, Council awarded this project to Mercoza of Campbell, CA in the amount of \$398,000. This project consisted of removing and replacing deck coating, concrete stairs, concrete deck edge coping, and concrete flatwork at the Prewett Family Water Park.

All work on this project was completed on April 13, 2022.

ATTACHMENTS

- A. Resolution
- B. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ACCEPTING
WORK AND DIRECTING THE CITY MANAGER OR DESIGNEE TO FILE A NOTICE
OF COMPLETION FOR THE PREWETT PARK CONCRETE IMPROVEMENTS,
PHASE II
P.W. 567-9**

WHEREAS, on June 22, 2021, the City Council adopted the 5 Year Capital Improvement Program 2021-2026, which included funding for the Prewett Park Concrete Improvements, Phase II (Project);

WHEREAS, the Project was published and advertised in the East County Times on November 8, 2021 and November 10, 2021, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on December 14, 2021, and four (4) bids were received;

WHEREAS, the lowest responsive and responsible bidder was submitted by Mercoza of Campbell;

WHEREAS, on January 21, 2022, Mercoza was awarded a construction agreement by the City of Antioch to perform work associated with the Project;

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

WHEREAS, all work on the Project was completed on April 13, 2022, at a final contract price of \$398,000 in accordance with plans and specifications referred to therein.

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

1. The work on the Prewett Park Concrete Improvements, Phase II is hereby completed and accepted; and
2. The City Manager or designee is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof for the Project.

* * * * *

RESOLUTION NO. 2022/**

April 26, 2022

Page 2 of 2

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 26th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

ATTACHMENT "B"

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

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

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION FOR THE
PREWETT PARK CONCRETE IMPROVEMENTS, PHASE II
(P.W. 567-9)**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on the 13th of April, 2022, the work of improvements on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was Mercoza.
6. The surety for said project was Western Surety Company.
7. This project consisted of removing and replacing deck coating, concrete stairs, concrete deck edge coping, and concrete flatwork at the Prewett Family Water Park located at 4701 Lone Tree Way, Antioch, California.

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

Date

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

B1

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlton Thompson, Assistant City Engineer CT

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

SUBJECT: Water Rate Study

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to approve water rates for Fiscal Year 2022/23 and Fiscal Year 2023/24 with no increases in rates.

FISCAL IMPACT

The proposed rates will maintain adequate funding to sustain the Water Enterprise funds.

DISCUSSION

The City's last water rate study along with associated rates for five fiscal years was adopted in 2015. The rates, fees and charges adopted for this period were designed to provide adequate funding for the Water Enterprise funds to develop and maintain the City's water infrastructure. On December 10, 2019, City Council adopted a resolution to approve water rates for fiscal year 2020/21 and fiscal year 2021/22 with no rate increase.

City Staff, in conjunction with Municipal Financial Services, has analyzed the adequacy of revenues from current and adopted rates to meet projected expenditures of the Water Enterprise Fund including all existing debt service. This was done to determine whether revenues will be adequate to cover operating and maintenance costs, as well as needed capital costs while meeting target reserve levels and debt service coverage requirements. The study has determined that adopted water rates for fiscal year 2021/22 are adequate to sustain the Water Enterprise Funds for fiscal year 2022/23 and fiscal year 2023/24 resulting in no increases to water rates through June 30, 2024.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING WATER RATES**

WHEREAS, at the request of the City, Municipal Financial Services, an independent public finance consultant, analyzed the adequacy of revenues from current and adopted rates to meet projected expenditures of the Water Enterprise Fund including all existing debt service;

WHEREAS, the City has determined the current water rates are adequate to sustain the Water Enterprise funds for fiscal year 2022/23 and fiscal year 2023/24 including all existing debt service; and

WHEREAS, the City Council now finds it necessary to adopt the current water rates for fiscal year 2022/23 and fiscal year 2023/24.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Antioch has determined the current water rates are adequate to sustain the Water Enterprise funds for fiscal year 2022/23 and fiscal year 2023/24 including all existing debt service and hereby implements the current water rates for fiscal year 2022/23 and fiscal year 2023/24.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: John Samuelson, Public Works Director/ City Engineer ^{JS}

SUBJECT: Consideration of Bids for City Park Landscape Enhancement Bid No. 988-0309-22A

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to increase the fiscal year 2021/22 Capital Improvement Budget for the City Park Landscape Enhancement in the amount of \$20,000 from the Parks Division General Fund;
2. Awarding the construction agreement for the City Park Landscape Enhancement to the lowest, responsive, and responsible bidder, Elite Landscape Construction Inc.;
3. Approving a construction agreement with Elite Landscape Construction Inc. in the amount of \$205,839.99 in substantially the form included in Exhibit 1 to the Resolution (Attachment "A"); and
4. Authorizing the City Manager to execute the construction agreement with Elite Landscape Construction Inc. for a total amount of \$205,839.99 in a form approved by the City Attorney.

FISCAL IMPACT

Adoption of this resolution will increase the fiscal year 2021/22 Capital Improvement Budget by \$20,000 from the Parks Division General Fund for a total project budget of \$220,000. The remaining funding is included in the approved fiscal year 2021/22 Capital Improvement Budget through the Delta Fair Property Fund.

DISCUSSION

On April 6, 2022, two (2) bids were received and opened, as shown on the attached tabulation (attachment "B"). The lowest, responsive and responsible bid was submitted by Elite Landscape Construction Inc. of Clovis, CA in the amount of \$177,417.99 for the

Base Bid, \$28,422.00 for Option 1, and \$98,439.74 for Option 2. The bids have been checked and found to be without errors or omissions. Funding at this time allows the City to move forward with the work proposed in the Base Bid price and Option 1 bid price for a total amount of \$205,839.99.

This project will consist of replacing trees, shrubs, and plants, enhancing the Rose Garden, renovating and reseeding turf areas and the soccer field, applying mulch to park areas, and repairing and upgrading irrigation throughout City Park. In addition, repairs will be made to the playground surfacing area and playground equipment. The playground will then be repainted, and a new mural will be added to the playground by volunteers from the local Rotary Club.

ATTACHMENTS

- A. Resolution | Exhibit 1
- B. Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE CONSTRUCTION AGREEMENT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH ELITE LANDSCAPE
CONSTRUCTION INC. FOR THE CITY PARK LANDSCAPE ENHANCEMENT
(BID NO. 988-0309-22A)**

WHEREAS, the Consideration of Bids for the City Park Landscape Enhancement ("Project") was announced on the City of Antioch website on March 10, 2022, and subsequently published in the East County Times March 15 & 16, 2022;

WHEREAS, on April 6, 2022, two (2) bids were received and opened for this Project;

WHEREAS, the City Council has considered an amendment to increase the fiscal year 2021/22 Capital Improvement Budget for the Project in the amount of \$20,000 from the Parks Division General Fund;

WHEREAS, the City Council has considered awarding the Project construction agreement (Agreement") to the lowest, responsive, and responsible bidder, Elite Landscape Construction Inc.; and

WHEREAS, the City Council has considered authorizing the City Manager to execute the Agreement with Elite Landscape Construction Inc. for a total amount of \$205,839.99.

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

1. Approves an amendment to increase the fiscal year 2021/22 Capital Improvement Budget for the City Park Landscape Enhancement Project in the amount of \$20,000 from the Parks Division General Fund
2. Awards the construction agreement for the City Park Landscape Enhancement to the lowest responsive, and responsible bidder, Elite Landscape Construction Inc.
3. Approves the construction agreement with Elite Landscape Construction Inc. for a total amount of \$205,839.99 in substantially the form included in Exhibit 1 to the Resolution (Attachment "A"); and
4. Authorizes the City Manager to execute the Agreement with Elite Landscape Construction Inc. in an amount not to exceed \$205,839.99 in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2022/**

April 26, 2022

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT 1

CITY PARK: LANDSCAPE ENHANCEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of April, 2022 by and between **ELITE LANDSCAPE CONSTRUCTION, INC.**, hereinafter called "**CONTRACTOR**" and the **CITY OF ANTIOCH**, hereinafter called the "**CITY**."

WITNESSETH, that the **CONTRACTOR** and the **CITY**, for consideration hereinafter named, agree as follows:

1. **SCOPE OF WORK**

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for **LANDSCAPE ENHANCEMENTS: CITY PARK**. The work is more fully described in the RFP Contract & Specifications Bid Document, and also in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. **TIME OF COMPLETION**

After this Agreement has been executed by the parties, the **CONTRACTOR** shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be ninety (90) working days from the Notice to Proceed.

3. **TOTAL BID PRICE**

The **CONTRACTOR** shall faithfully perform all of the work hereunder for the total contract amount of **Two Hundred Five Thousand, Eight Hundred Thirty-Nine dollars and .99 cents (\$205,839.99)**, payable by the **CITY** to the **CONTRACTOR** at the time and in the manner provided in the Contract Documents. The total bid price comprises the Base Bid in the amount of \$177,417.99 and Option 1 in the amount of \$28,422.00.

4. **COMPONENT PARTS**

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Capital Improvements Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids (RFB); including but not limited to:
 - a. Description of Project (Specifications, General Scope of Work, Detailed Scope of Work, City Park Specifications)
 - b. General Terms and Conditions
- C. Description of Project (Equipment)
- D. Special Provisions
- E. Bid Submittal Forms
- F. Payment bond
- G. Insurance Requirements

5. **SERVICE OF NOTICE**

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: Department of Public Works
City of Antioch
1201 W 4th Street
Antioch, CA 94509

P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: Elite Landscape Construction, Inc.
Aldo Garcia, General Manager
2972 Larkin Ave
Clovis, CA 93612

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

THIS SECTION INTENTIONALLY LEFT BLANK

CONTRACTOR:

Elite Landscape Construction, Inc.

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

**CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation**

By: _____
Cornelius Johnson, Interim City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

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):

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.

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.

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.

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- Bid Bond
- Performance Bond
- 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.

 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.

ATTACHMENT "B"

**CITY OF ANTIOCH
TABULATION OF BIDS**



JOB TITLE: CITY PARK | Landscape Enhancements
BIDS OPENED: April 6, 2022 ~ 2:00 p.m.
City Hall Council Chambers

Lowest, Responsive & Responsible Bidder:	Elite Landscape Construction, Inc.	
TOTAL BID PRICE:	<u>\$ 177,417.99</u>	<input checked="" type="checkbox"/> Option 1: <u>\$28,422</u> <input type="checkbox"/> Option 2: <u>N/A</u>

BID SUBMISSIONS: BID NO. 988-0309-22A

PROSPECTIVE BIDS: ORGANIZATION	BID BASE TOTAL COST:	OPTION 1 COST:	OPTION 2 COST:	COMMENTS:
Elite Landscape Construction, Inc.	\$177,417.99	\$28,422	\$98,439.74	N/A
Terracare Associates	\$183,673.19	\$27,193	\$179,181.30	N/A

Tabulated By: Arlene Roberts, Administrative Analyst III
 INITIALS UPON COMPLETION OF BID TABULATION: AR

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlton Thompson, Assistant City Engineer *CT*

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

SUBJECT: Resolution Accepting the Offers of Dedication for Laurel Road related to the Laurel Ranch Subdivision, P.W. 698

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting the offers of dedication from the property owner for Laurel Road.

FISCAL IMPACT

This transfer of property has no fiscal impact.

DISCUSSION

On September 3, 2019, as part of the Laurel Ranch Subdivision project, the Strack Farms Land, LLC offered a portion of the subdivision for the extension of Laurel Road to the City. This offer also extends Country Hills Drive from the boundary of the Park Ridge Subdivision to the intersection with Laurel Road.

On September 26, 2019, as part of the Park Ridge Subdivision project the Davidon Homes LLC offered a portion of the subdivision for the extension of Laurel Road to the City. The extension of Laurel Road was required as part of the development agreement and a requirement of the East Lone Tree Specific Plan.

On November 4, 2019, the City Attorney recorded a certificate of acceptance for the offers but did not accept the offers of dedication pursuant to City Council Resolution 83/74 and reserving the right to accept the offers at a later date by a separate instrument. This is standard practice where the offers are formally accepted with the acceptance of the final map for the subdivision.

Davidon Homes is in the final phase of construction of the Laurel Road extension and the intersection with Country Hills Drive. They are installing the streetlights and a traffic signal at the intersection of Laurel Road and Country Hills Drive. PG&E needs the final map or accepted offers of dedication to energize the streetlights and the signal. The final map is

part of the adjacent KB Homes development of Laurel Ranch. KB Homes will not have the final map and associated documents ready for acceptance and recording until sometime in June or July of this year.

This action does not accept any improvements on Laurel Road.

ATTACHMENTS

- A. Resolution
- B. Offer of Dedication from Strack Farms LLC to the City of Antioch
- C. Offer of Dedication from Davidon Homes LLC to the City of Antioch

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING THE OFFERS OF DEDICATION FROM THE PROPERTY
OWNER FOR LAUREL ROAD
P.W. 698**

WHEREAS, Strack Farms LLC and Davidon Homes LLC has acquired land for development and the City of Antioch has required as a condition of approval the extension of Laurel Road over that land;

WHEREAS, on March 9, 2010, the City Council of the City of Antioch approved the Final Development Plan, Vesting Tentative Map and Use Permit to construct the project upon which the extension of Laurel Road and Country Hills Drive were shown;

WHEREAS, on September 3, 2019, Strack Farms Land, LLC., offered a portion of the subdivision for the extension of Laurel Road to the City;

WHEREAS, on September 26, 2019, Davidon Homes, LLC., offered a portion of the subdivision for the extension of Laurel Road to the City; and

WHEREAS, on November 4, 2019, the City Attorney recorded a certificate of acceptance for the offers but did not accept the offers of dedication pursuant to City Council Resolution 83/74 and reserving the right to accept the offers at a later date by a separate instrument.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby adopts the resolution accepting the offers of dedication from the property owners for Laurel Road.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

11/20/2019, 20190207877
copy/duplicate has not been compared to original document

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Antioch
200 H STREET
ANTIOCH, CA. 94531

ABOVE THIS LINE FOR RECORDER'S USE

IRREVOCABLE OFFER OF DEDICATION

STRACK FARMS LAND, LLC, a Delaware limited liability company, and WSI LAND HOLDINGS, LLC, a Delaware limited liability company, the present title owner of record of the herein described land, does hereby make an irrevocable offer of dedication to the CITY OF ANTIOCH, a municipal corporation, its successors or assigns, in fee simple, for street and highway purposes, including improvements thereon, the real property situated in the City of Antioch, County of Contra Costa, State of California, described and shown on the following attached Exhibits:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that the CITY OF ANTIOCH and its successors or assigns incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered real property or any improvements thereon or therein, until after improvements have been completed as approved by the City Engineer and such offer has been accepted by appropriate action of the City Council or by the City Manager on behalf of the CITY OF ANTIOCH.

The provisions hereby shall inure to the benefit of and be binding upon the heirs, successors, assigns, or personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the title owner hereto has executed this instrument as of the date set forth below.

EXECUTED as of 9/3, 2019

GRANTOR: STRACK FARMS LAND, LLC, a Delaware limited liability company

By: [Signature]
Name: John C. Troutman
Title: Vice President

WSI LAND HOLDINGS, LLC, a Delaware limited liability company

By: [Signature]
Name: John C. Troutman
Title: Vice President

B1

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

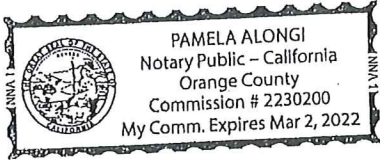
On September 3, 2019 before me, Pamela Alongi, Notary Public, personally appeared John C. Troutman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Pamela Alongi
Signature of Notary Public

(Notary Seal)



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EXHIBIT "A"
LAUREL ROAD
(PORTION ON LAUREL RANCH)

ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE WEST LINE OF SAID SECTION 34, NORTH $1^{\circ}22'10''$ EAST 6.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID TRUE POINT OF BEGINNING ALONG THE WEST LINE OF SAID SECTION 34 NORTH $01^{\circ}22'10''$ EAST 104.01 FEET; THENCE LEAVING THE WEST LINE OF SAID SECTION 34, SOUTH $89^{\circ}32'40''$ EAST 98.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE SOUTH $89^{\circ}32'40''$ EAST 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE FROM THE CENTER OF SAID CURVE BEARS SOUTH $89^{\circ}32'40''$ WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE SOUTH $89^{\circ}32'40''$ EAST 95.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 933.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 563.42 FEET THROUGH A CENTRAL ANGLE OF $34^{\circ}36'00''$ TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE FROM THE CENTER OF SAID CURVE BEARS SOUTH $34^{\circ}08'40''$ EAST; THENCE ALONG THE ARC OF SAID CURVE 32.57 FEET THROUGH A CENTRAL ANGLE OF $93^{\circ}18'09''$; THENCE NORTH $53^{\circ}38'20''$ EAST 80.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE FROM THE CENTER OF SAID CURVE BEARS SOUTH $53^{\circ}38'20''$ WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE NORTH $52^{\circ}33'12''$ EAST 462.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 4 BYPASS; THENCE ALONG SAID RIGHT OF WAY SOUTH $37^{\circ}26'26''$ EAST 51.33 FEET; THENCE NORTH $52^{\circ}33'34''$ EAST 8.38 FEET; THENCE SOUTH $37^{\circ}26'26''$ EAST 60.67 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 4 BYPASS SOUTH $52^{\circ}33'12''$ WEST 468.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$; THENCE SOUTH $37^{\circ}26'48''$ EAST 22.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 608.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 340.18 FEET THROUGH A CENTRAL ANGLE OF $32^{\circ}03'27''$; THENCE SOUTH $69^{\circ}30'15''$ EAST 65.95 FEET TO THE NORTHERLY PROPERTY LINE OF PARCEL N-N DESCRIBED ON THE SUBDIVISION MAP 8846 RECORDED IN BOOK 531 OF MAPS AT PAGE 37 CONTRA COSTA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY PROPERTY

LINE OF PARCEL N-N, NORTH 89° 20' 17" WEST 223.17 FEET TO THE MOST WESTERLY POINT OF SAID PARCEL N-N; THENCE LEAVING SAID NORTHERLY PROPERTY LINE OF PARCEL N-N NORTH 57° 38' 50" WEST 28.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 571.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 128.14 FEET THROUGH A CENTRAL ANGLE OF 12° 51' 30" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 702.00 FEET, A RADIAL LINE FROM THE CENTER OF SAID CURVE BEARS SOUTH 45° 12' 40" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 89.96 FEET THROUGH A CENTRAL ANGLE OF 7° 20' 32"; THENCE NORTH 37° 26' 48" WEST 25.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 29.96 FEET THROUGH A CENTRAL ANGLE OF 85° 49' 14" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1045.00 FEET, A RADIAL LINE FROM THE CENTER OF SAID CURVE BEARS SOUTH 33° 16' 02" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 615.06 FEET THROUGH A CENTRAL ANGLE OF 33° 43' 22"; THENCE NORTH 89° 32' 40" WEST 135.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 16.64 FEET THROUGH A CENTRAL ANGLE OF 47° 41' 01" TO THE NORTHERLY PROPERTY LINE OF PARCEL M-M DESCRIBED ON THE SUBDIVISION MAP 8846 RECORDED IN BOOK 531 OF MAPS AT PAGE 37 CONTRA COSTA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY PROPERTY LINE OF PARCEL M-M NORTH 89° 20' 17" WEST 80.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE FROM THE CENTER OF SAID CURVE BEARS NORTH 47° 00' 11" EAST; THENCE LEAVING SAID NORTHERLY PROPERTY LINE OF PARCEL M-M, WESTERLY ALONG THE ARC OF SAID CURVE 16.25 FEET THROUGH A CENTRAL ANGLE OF 46° 32' 51"; THENCE NORTH 89° 32' 40" WEST 53.41 FEET TO SAID WEST LINE OF SAID SECTION 34 AND ALSO THE TRUE POINT OF BEGINNING.

CONTAINING 4.53 ACRES MORE OR LESS.

EXHIBIT "B"
ATTACHED HERETO AND MADE A PART HEREOF

PREPARED BY:


DANIEL DRUMMOND, LS 6333

9/18/17

DATE

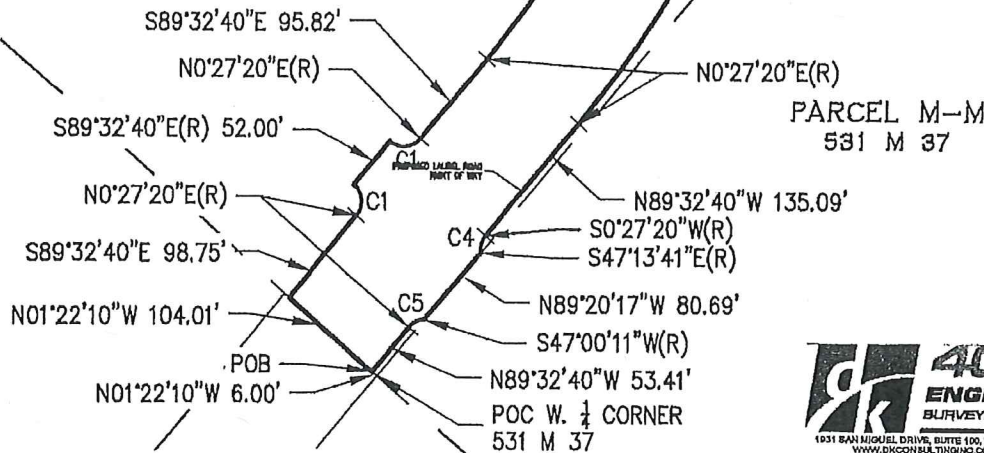


EXHIBIT "B"
LAUREL ROAD
 (PORTION ON LAUREL RANCH)

SCALE 1"=150'

- C1 Δ=90°00'00"
R=20.00'
L=31.42'
- C2 Δ=93°18'09"
R=20.00'
L=32.57'
- C3 Δ=85°49'14"
R=20.00'
L=29.96'
- C4 Δ=47°41'01"
R=20.00'
L=16.64'
- C5 Δ=46°32'51"
R=20.00'
L=16.25'

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 (R) RADIAL BEARING



F:\PROJECTS\2001\011052-43 LAUREL ROAD\DWG\SURVEY\PLATS\LAUREL-PLAT.DWG 6/17/2019

dk JOB# 01-1052-43

SHEET 1 OF 2

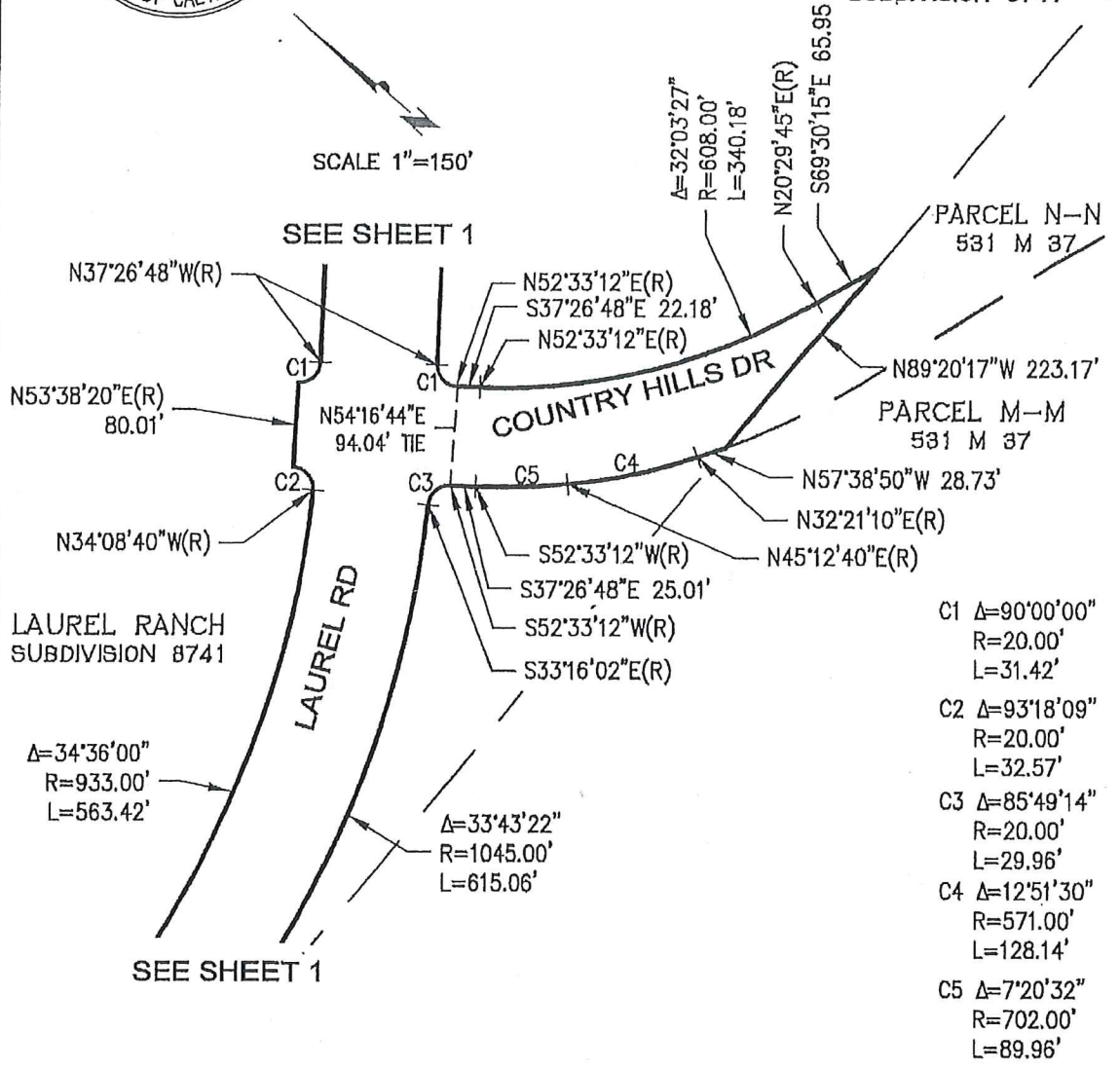
B5

EXHIBIT "B"
LAUREL ROAD
(PORTION ON LAUREL RANCH)



LAUREL RANCH
SUBDIVISION 8741

SCALE 1"=150'



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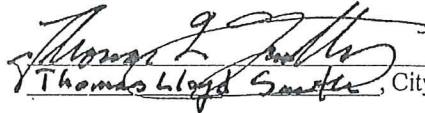


B6

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee simple interest in real property conveyed by the Irrevocable Offer of Dedication dated 9/3, 2019 from STRACK FARMS LAND, LLC, a Delaware limited liability company, and WSI LAND HOLDINGS, LLC, a Delaware limited liability company, to the CITY OF ANTIOCH, a municipal corporation, is hereby **NOT** accepted at this time by the City of Antioch pursuant to the authority conferred by City Council Resolution 83/74 adopted on May 10, 1983, and the grantee consents to recordation thereof by its duly authorized officer. The grantee reserves the right to accept the offer of dedication in fee title by separate document.

Dated: 11/4, 2019



Thomas Lloyd Smith, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

State of California
County of _____

On _____, 2019 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

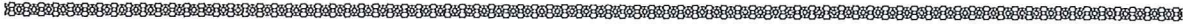
Signature of Notary Public

(Notary Seal)

B7

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa }

On November 4, 2019 before me, Rakia Grant-Smith, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Thomas Lloyd Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Rakia Grant-Smith
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer Is Representing: _____

B8

ATTACHMENT "C"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Antioch
200 H STREET
ANTIOCH, CA 94531

copy/duplicate has not been compared to original document

11/20/2019, 20190207878

ABOVE THIS LINE FOR RECORDER'S USE

IRREVOCABLE OFFER OF DEDICATION

DAVIDON HOMES, a California limited partnership, the present title owner of record of the herein described land, does hereby make an irrevocable offer of dedication to the CITY OF ANTIOCH, a municipal corporation, its successors or assigns, in fee simple, for street and highway purposes, including improvements thereon, the real property situated in the City of Antioch, County of Contra Costa, State of California, described and shown on the following attached Exhibits:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that the CITY OF ANTIOCH and its successors or assigns incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered real property or any improvements thereon or therein, until after improvements have been completed as approved by the City Engineer and such offer has been accepted by appropriate action of the City Council or by the City Manager on behalf of the CITY OF ANTIOCH.

The provisions hereby shall inure to the benefit of and be binding upon the heirs, successors, assigns, or personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the title owner hereto has executed this instrument as of the date set forth below.

EXECUTED as of Sep. 26, 2019 GRANTOR: DAVIDON HOMES, a California limited partnership

By: Davidon Corporation,
a California corporation
Its: General Partner
By: [Signature]
Name: STEVE ABBES
Title: VICE PRESIDENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

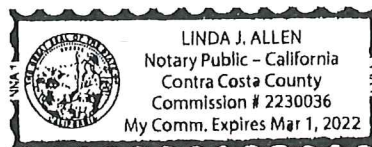
On Sep. 26, 2019 before me, Linda J. Allen, Notary Public, personally appeared Steve Abbs, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



CI

ATTACHMENT "B"

EXHIBIT "A"
LAUREL ROAD
(PORTION ON PARK RIDGE)

ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL M-M AS SHOWN ON THE SUBDIVISION MAP 8846 "PARK RIDGE 1" RECORDED JANUARY 26, 2017 IN BOOK 531 OF MAPS AT PAGE 37 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL M-M; THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL M-M, SOUTH 89° 20' 17" EAST 68.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID PARCEL M-M NORTHERLY BOUNDARY SOUTH 89° 20' 17" EAST 80.69 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE FROM THE CENTER OF SAID CURVE BEARS NORTH 47° 13' 41" WEST; THENCE LEAVING SAID NORTHERLY BOUNDARY, SOUTHERLY ALONG THE ARC OF SAID CURVE 14.77 FEET THROUGH A CENTRAL ANGLE OF 42° 18' 59"; THENCE LEAVING SAID CURVE ALONG A RADIAL LINE NORTH 89° 32' 40" WEST 70.00 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE FROM THE CENTER OF SAID CURVE BEARS SOUTH 89° 32' 40" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 15.17 FEET THROUGH A CENTRAL ANGLE OF 43° 28' 09" TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.02 ACRES MORE OR LESS.

EXHIBIT "B"
ATTACHED HERETO AND MADE A PART HEREOF

PREPARED BY:


DANIEL DRUMMOND, LS 6333

9/18/12
DATE

ATTACHMENT "B"

EXHIBIT "B"
LAUREL ROAD
(PORTION ON PARK RIDGE)



SCALE 1"=50'

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
(R) RADIAL

LAUREL RANCH
SUBDIVISION 8741

LAUREL ROAD

S0°27'20"W(R)

Δ=47°41'01"

R=20.00'

L=16.65'

S47°13'41"E(R)

EXISTING PROPERTY LINE
EAST-WEST CENTER
SECTION 34 LINE

Δ=42°18'59"

R=20.00'

L=14.77'

POB

S47°00'11"W(R)

Δ=46°32'51"

R=20.00'

L=16.25'

N0°27'20"E(R)

LAUREL ROAD
0.02± AC

N89°20'17"W 80.69'

N89°32'40"W(R) 70.00'

PARCEL M-M
531 M 37

LAUREL ROAD
451 M 21

Δ=43°27'09"

R=20.00'

L=15.17'

POC W. 1/4 CORNER
531 M 37

N89°20'17"W
68.02'

PARCEL D
370 M 42

E:\PROJECTS\2001\011052-43 LAUREL ROAD\DWG\SURVEY\PLATS\S-LAUREL-PLAT.DWG 6/17/2016



C3

ATTACHMENT "B"

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee simple interest in real property conveyed by the Irrevocable Offer of Dedication dated 9/26, 2019 from DAVIDON HOMES, a California limited partnership, to the CITY OF ANTIOCH, a municipal corporation, is hereby **NOT** accepted at this time by the City of Antioch pursuant to the authority conferred by City Council Resolution 83/74 adopted on May 10, 1983, and the grantee consents to recordation thereof by its duly authorized officer. The grantee reserves the right to accept the offer of dedication in fee title by separate document.

Dated: November 4, 2019



Thomas L. Smith, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

State of California
County of _____

On _____, 2019 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

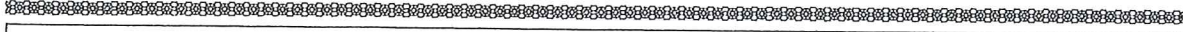
(Notary Seal)

C4

ATTACHMENT "B"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }
On November 4, 2019 before me, Rakia Grant-Smith, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas Lloyd Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Rakia Grant-Smith
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

CS

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager

APPROVED BY: Cornelius H. Johnson, Interim City Manager **CHI**

SUBJECT: Unhoused Resident Services - Fall 2022 Cycle State of California Homekey Program and Executive Inn Located at 515 East 18th Street

RECOMMENDED ACTION

It is recommended that the City Council receive the presentation and adopt the resolution:

- 1) Authorizing the City to pursue State of California Homekey Program funding for housing opportunities associated with the Executive Inn located at 515 East 18th Street;
- 2) Pledging the 5 year City commitment of a subsidy estimated at \$12.3 million dollars in local funds; and
- 3) Authorizing pursuit of the public procurement process to identify an experienced developer partner to assist with financing, development, long term ownership and operations of the future Homekey site.

FISCAL IMPACT

With Homekey financing, an enforceable funding commitment is required for the first five years of capital and operating expenses incurred over a 15-year time horizon. The enforceable funding commitment is a subsidy that obligates the City to expend local funds that match Homekey resources.

The City's financial commitment is estimated at \$12.3M for interim housing over the first five years of the project. Funding for ongoing operations for the remainder of the regulatory period will need to be identified. To the extent the developer and City can work collectively to secure additional capital and operating funding, the City commitment may be reduced.

A five year projection of the General Fund indicates that expenditure of \$12.3M would deplete the reserves and budget stabilization fund in FY 2027.

At the City Council meeting on April 12, 2022, \$5.7M in American Rescue Plan Act (ARPA) funds were allocated for a two year Non-Congregate Bridge Housing pilot initiative. Reducing the initial lease term would enable the City to apply these funds to the Homekey interim housing model.

DISCUSSION

A presentation on the State of California's Homekey Program was provided to the City Council at a regular meeting on February 22, 2022. At that time, staff was directed to evaluate several scenarios within the context of Homekey financing requirements. The scenarios considered were the Executive Inn, several City owned parcels and a commercial property yet to be acquired. The conclusion of the exercise was that the Executive Inn was the only property that met the aggressive timelines and threshold requirements of the Homekey program should the City wish to move forward with a successful application.

In order to accomplish preparation of a competitive application and prioritize efforts, City staff requests that the City Council consider its position on Homekey financing for the identified location. A presentation has been prepared that captures the following elements that aim to assist with Council deliberations:

1. Revisit of Homekey Program Elements
2. Executive Inn as a Prospective Homekey Site
3. Role of a Developer Partner
4. State Resources & City Commitments
5. Proposed Approach (RFP/RFQ, Product Type TBD, Developer as Future Owner)
6. Next Steps and Rough Timeline

ATTACHMENTS

- A. Resolution
- B. Powerpoint presentation slides
- C. General Fund Projections prepared by Finance Director Dawn Merchant

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY TO PURSUE STATE OF CALIFORNIA'S HOMEKEY
PROGRAM FUNDING, PLEDGE A LOCAL COMMITMENT OF A 5 YEAR SUBSIDY
ESTIMATED AT 12.3 MILLION DOLLARS AND INITIATE A FORMAL
SOLICITATION OF A DEVELOPER PARTNER FOR THE SUBJECT PROPERTY
LOCATED AT 515 EAST EIGHTEENTH STREET IN ANTIOCH, CALIFORNIA**

WHEREAS, the City of Antioch is seeking to pursue strategies that both respond to the needs of Antioch's unhoused residents and community concerns about homeless encampments;

WHEREAS, on February 22, 2022, the City Council received a presentation regarding potential pursuit of State of California Homekey financing opportunities;

WHEREAS, an evaluation of various scenarios ensued to determine alignment with the anticipated Fall 2022 Homekey Program Notice of Funding Availability;

WHEREAS, the City previously solicited a Request for Proposals for a Motel Occupancy Agreement Program to Shelter Unhoused Residents and the Homekey requirement of site control can be secured with a lease that includes an option to purchase provision;

WHEREAS, the City Council recognizes that an experienced partner is critical to secure funding and supports the formal solicitation of a developer partner to provide housing that addresses unhoused resident needs;

WHEREAS, when coupled with an experienced developer partner, the Executive Inn located at 515 East Eighteenth Street is a competitive site for Homekey funding because the property can be renovated and occupied within aggressive State timetables;

WHEREAS, once selected, a qualified developer partner would work in collaboration with the City on a Homekey application for funding;

WHEREAS, Homekey provides robust capital but limited operating subsidy that will require the City's five year commitment of local resources estimated at \$12.3M;

WHEREAS, the City Council acknowledges the critical role of the Continuum of Care and Contra Costa County's Health, Housing, and Homeless (H3) Services Program in pursuing viable approaches to unhoused resident needs; and

WHEREAS, the consensus of the City Council is for the City of Antioch to initiate housing opportunities within city limits in coordination with H3.

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

1. Pursuit of State of California's Homekey Program Funding;
2. City commitment of an initial five-year pledge of local resources that amount to a subsidy of \$12.3M dollars in local funds; and
3. Staff initiation of a formal solicitation of a developer partner for the subject property located at 515 East Eighteenth Street in Antioch, California.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



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strategies

CITY OF ANTIOCH

EXECUTIVE INN
HOMEKEY FINANCING

PRESENTER: JEREE GLASSER-HEDRICK, HOUSING DIRECTOR | April 26, 2022

HOMEKEY PROGRAM



Homekey is a new state financing program developed in response to the pandemic

- It is designed to provide capital to projects throughout California to rapidly expand housing options for households experiencing homelessness or at risk of homelessness
- The Homekey program provides capital and a limited-duration operating subsidy match to a local contribution
- The program has very quick construction and occupancy requirements which make motel conversion sites very competitive for funding

HOMEKEY FUNDING AVAILIABLE



Funding Rounds

- To date, there have been two rounds of funding
 - First round was released in summer of 2021 and included \$600 Million of funding
 - The second round of funding was released in fall of 2021 and included \$1.45 Billion of funding (\$250,000 was funded from general funds)
 - It is closing May 2, 2022
 - They are oversubscribed and plan to fund some projects beyond the \$1.45 Billion
- The third round of funding has been announced for October 2022
 - In the 2021-2022 budget, \$2.2 billion in funding was approved for Homekey
 - There is approximately \$1 billion remaining for projects that were submitted but not funded in the second round and for round three

EXECUTIVE INN AS HOMEKEY SITE



The Executive Inn is Competitive

- City conducted an objective evaluation of other potential sites
- The Executive Inn is a competitive site to receive Homekey funding if an application is submitted upon NOFA release (October 2022)
- It can be renovated and occupied within the Homekey timeframe
- The owners of the motel are willing to negotiate a sale in addition to a lease for the non-congregate bridge housing model
- The Bay Area has been allocated Homekey resources in the last two rounds

EXECUTIVE INN AND PARTNERSHIP



Role of a Developer/Partner is Important

- Given limited capacity of the City owning and operating long-term affordable housing, inclusion of an experienced developer/partner makes sense
 - Experienced partners aid in meeting threshold requirements and result in developments that have long-term operational and asset management expertise
 - Partners relieve the City of liability regarding property ownership and the obligation of addressing ongoing operational and financial responsibilities
 - City will retain oversight of the developer's obligations and commitments through a regulatory agreement leaving the City with control over the site

A Homekey Award and Local Funding Commitment

- Homekey provides robust capital and limited operating subsidy, but Homekey does not cover 100% of capital and operating costs of a development
- To leverage the maximum amount of Homekey funding, a local funding commitment is required
- The City will need to provide the difference between the capital and operating costs of the project and what the Homekey Program and the development partner can leverage
- Ownership of the site will greatly reduce cost of development in comparison to the Non-Congregate Bridge Housing model

LOCAL FINANCING COMMITMENT



Funding from the City will be necessary to make Homekey a success

- A capital and operating commitment will be necessary
- Both will help leverage Homekey proceeds and create project feasibility
- Assuming an interim site, the capital and 5-year operational costs of the Homekey development are estimated to require \$12.3 million in local resources
 - City commitment could be offset if the selected developer brings resources to the development

EXECUTIVE INN PARTNER SELECTION



Selection of an Experienced Partner is Critical to Funding and Operating Success

- City should control the Executive Inn site via lease with option to purchase
- City would release a Request for Proposals (RFP) for the Executive Inn, requesting a site-specific proposal for a developer, owner, and operator
- City should provide reference to a local financial commitment in RFP not to exceed the difference between the cost to acquire, renovate, and operate for 5 years and the estimated Homekey commitment
 - City and developer can work to reduce this commitment by supplanting it with other funding

NEXT STEPS



Dual Track the Executive Inn as a Non-Congregate Bridge Housing Site and a Fall 2022 Homekey Application

- Finalize lease negotiations with owner resulting in lease with option to purchase (Non-Congregate Bridge Housing & Homekey)
- Finalize negotiations with BACS (Non-Congregate Bridge Housing)
- Solicit Developer/Partner - (Homekey)
- Obtain Use Permit from Planning Commission (Non-Congregate Bridge Housing)
- Award of lease to Executive Inn, support service contract to BACS, and Developer/Partner Selection (Non-Congregate Bridge Housing & Homekey)
- Necessary improvements completed to occupy (Non-Congregate Bridge Housing)
- Submit a third round Homekey application - October 2022 (Homekey)
- Receive Homekey Award - December 2022 (Homekey)
- Homekey Improvements to be completed August 2023 (Homekey)



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strategies

THANK YOU!

Jeree Glasser-Hedrick

jeree@focusstrategies.net



(916) 436-1836



FocusStrategies.net



340 S Lemon Ave, STE 1815, Walnut, CA 91789

GENERAL FUND PROJECTIONS

	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$28,758,798	\$28,758,798
Taxes	52,288,421	54,445,334	56,231,583	58,037,612	59,852,959
Taxes - Measure C	18,000	0	0	0	0
1% Sales Tax	20,083,816	20,850,666	22,266,000	23,049,000	23,775,000
Services Charges/Permits	8,316,553	9,587,022	7,838,119	8,106,403	8,377,961
All Other Revenues	4,041,151	1,919,875	1,420,350	1,420,350	1,420,350
Transfers In	3,679,971	3,722,796	3,808,266	3,966,609	4,125,698
Total Revenues	88,427,912	90,525,693	91,564,318	94,579,974	97,551,968
% Change		2%	1%	3%	3%
Personnel	56,850,463	64,274,909	69,407,156	72,840,419	75,640,100
Services/Supplies/Transfers	35,284,707	30,035,803	28,812,685	30,022,419	31,170,748
Total Expenditures	92,135,170	94,310,712	98,219,841	102,862,838	106,810,848
% Change		2%	4%	5%	4%
Transfer In Budget Stabilization	3,707,258	3,785,019	6,655,523	8,282,864	1,385,762
Surplus/(Deficit)	-	-	-	-	(7,873,118)
Ending Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$28,758,798	\$20,885,680
Committed	1,839,453	2,059,453	2,281,753	2,506,399	2,733,438
Unassigned	\$26,919,345	\$26,699,345	\$26,477,045	\$26,252,399	\$18,152,242
Unassigned %	30.44%	29.49%	28.92%	27.76%	18.61%


**GENERAL FUND PROJECTIONS
WITH \$12.3M HOMEKEY**

	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$28,758,798	\$22,764,560
Taxes	52,288,421	54,445,334	56,231,583	58,037,612	59,852,959
Taxes - Measure C	18,000	0	0	0	0
1% Sales Tax	20,083,816	20,850,666	22,266,000	23,049,000	23,775,000
Services Charges/Permits	8,316,553	9,587,022	7,838,119	8,106,403	8,377,961
All Other Revenues	4,041,151	1,919,875	1,420,350	1,420,350	1,420,350
Transfers In	3,679,971	3,722,796	3,808,266	3,966,609	4,125,698
Total Revenues	88,427,912	90,525,693	91,564,318	94,579,974	97,551,968
% Change		2%	1%	3%	3%
HOMEKEY	-	2,460,000	2,460,000	2,460,000	2,460,000
Personnel	56,850,463	64,274,909	69,407,156	72,840,419	75,640,100
Services/Supplies/Transfers	35,284,707	30,035,803	28,812,685	30,022,419	31,170,748
Total Expenditures	92,135,170	96,770,712	100,679,841	105,322,838	109,270,848
% Change		5%	4%	5%	4%
Transfer In Budget Stabilization	3,707,258	6,245,019	9,115,523	4,748,626	-
Surplus/(Deficit)	-	-	-	(5,994,238)	(11,718,880)
Ending Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$22,764,560	\$11,045,680
Committed	1,839,453	2,059,453	2,281,753	2,506,399	2,733,438
Unassigned	\$26,919,345	\$26,699,345	\$26,477,045	\$20,258,161	\$8,312,242
Unassigned %	30.44%	29.49%	28.92%	21.42%	8.52%

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: Bicycle Garden – Selection of Preferred Location and One Alternate Location, Identification of Contra Costa Transportation Authority as Lead Agency of the Project, and Funding Authorization for Scope and Design Phase

RECOMMENDED ACTION

It is recommended that the City Council receive the presentation and adopt the attached resolution:

1. Selecting the preferred location and one alternate location for the Bicycle Garden;
2. Identifying the Contra Costa Transportation Authority (CCTA) as the lead agency with the intent to enter in a funding agreement in an amount not to exceed \$550,000 for the planning and design of the Bicycle Garden to be approved by City Council at a future meeting; and
3. Authorizing the Finance Director to make an adjustment to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget in an amount not to exceed \$550,000 from the General Fund for the planning and design of the Bicycle Garden.

FISCAL IMPACT

The fiscal impact of this action will be \$550,000, which will cover the planning and design phase of this project. This expenditure is currently unbudgeted and is proposed to be funded through the General Fund. The fiscal impact of the construction phase is estimated to be \$2,500,000 to \$3,500,000 depending on factors associated with the site that is selected.

DISCUSSION

The City of Antioch, in partnership with the Contra Costa Transportation Authority (“CCTA”) and the Street Smarts Diablo Safe Routes to Schools program, proposes the development of a state-of-the-art Bicycle Garden in Antioch. The Bicycle Garden would

be a permanent, hands-on bicycle training facility fully contained within an existing Antioch park. Designed like a miniature city streetscape, the Garden would provide a safe place for youth and adults to ride bikes and learn the rules-of-the-road. The park would consist of small roads that weave in and around landscaped areas with smaller scaled versions of real-life traffic features including signals, traffic signs, road markings, bus stops, bike lanes, train tracks, etc.

The City Council discussed this concept at the regular meeting of May 25th, 2021. Council provided staff direction to take the item to the Parks and Recreation Commission and ask them to establish an Ad-Hoc Committee tasked with conducting public outreach and evaluating potential locations, then returning with a recommendation for the top three. An ad-hoc committee was formed at the Parks and Recreation Commission regular meeting of June 17th, 2021.

The Ad-Hoc Committee held three public workshops to inform the public about the proposed project and obtain feedback about possible locations. An online survey was also conducted and received over 150 responses.

At the regular meeting of November 18, 2021, the Parks and Recreation Commission selected three finalists for the Bicycle Garden for the City Council to consider. The three parks recommended include Chichibu Park, Gentrytown Park, and Prewett Community Park. It is recommended that the City Council select their preference for the location of the Bicycle Garden along with one alternate in case the preferred choice is later determined to be unfeasible.

CCTA has been identified as an ideal partner for the project, has volunteered to be the project lead and provide project oversight at no additional cost to the City. They have already completed preliminary work on the concept and have worked closely with City staff on the development and community outreach phase of the project. Additionally, CCTA maintains an on-call stable of consultants who can begin the design work immediately, whereas if the City were to seek a consultant directly, a procurement process would be required that would substantially delay the start of the design phase. CCTA has identified T.Y. Lin International Group as the architect for this project. The City will be solely responsible for the expense of professional consulting services which will be defined in an agreement prepared for future City Council action.

ATTACHMENTS

- A. Resolution
- B. PowerPoint Presentation

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
SELECTING XXXXX PARK AS THE PREFERRED LOCATION FOR THE BICYCLE
GARDEN, SELECTING XXXXX PARK AS THE ALTERNATE LOCATION,
IDENTIFYING CONTRA COSTA TRANSPORTATION AUTHORITY AS THE LEAD
AGENCY WITH THE INTENT TO ENTER INTO A FUNDING AGREEMENT IN AN
AMOUNT NOT TO EXCEED \$550,000 FOR THE PLANNING AND DESIGN OF THE
BICYCLE GARDEN, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE AN
ADJUSTMENT TO THE FISCAL YEAR 2021/22 AND FISCAL YEAR 2022/23
BUDGET IN AN AMOUNT NOT TO EXCEED \$550,000 FROM THE GENERAL FUND
FOR THE PLANNING AND DESIGN OF THE BICYCLE GARDEN**

WHEREAS, the City of Antioch, in partnership with the Contra Costa Transportation Authority (CCTA) desire to develop a state-of-the-art Bicycle Garden to be a permanent, hands-on bicycle training facility fully contained within an existing park;

WHEREAS, at the City Council Regular Meeting of May 25th, 2021, the City Council of the City of Antioch directed the Parks and Recreation Commission to form an Ad-Hoc Committee tasked with conducting public outreach and evaluating potential locations;

WHEREAS, an Ad-Hoc Committee was appointed at the Parks and Recreation Commission Regular Meeting of June 17th 2021 and subsequently conducted three public workshops and conducted a survey to inform the public about the project and collect feedback;

WHEREAS, at the Parks and Recreation Commission Regular Meeting of November 18th, 2021, the Ad-Hoc Committee presented their findings and the Commission recommended that the City Council consider Chichibu Park, Gentrytown Park, and Prewett Community Park as the desired location for the Bicycle Garden;

WHEREAS, CCTA has been identified as an ideal partner for the project and has volunteered to be the project lead; and

WHEREAS, CCTA anticipates that the costs for the planning and design of the project is \$550,000.

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

1. Selects XXXXX Park as the preferred location for the Bicycle Garden and selects XXXXX Park as the alternate location;
2. Identifies the Contra Costa Transportation Authority as the lead agency for the project with the intent to enter into a funding agreement in an amount not to exceed \$550,000 to be approved at a future meeting; and

RESOLUTION NO. 2022/**

April 26, 2022

Page 2

3. Authorizes the Finance Director to make an adjustment to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget in an amount not to exceed \$550,000 from the General Fund for the planning and design of the Bicycle Garden.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Antioch Bicycle Garden

Attachment B

Location Selection



Parks & Recreation Commission - Marie Arce, Chair
Director of Parks & Recreation - Brad Helfenberger
April 26, 2022



Antioch Bicycle Garden: Concept Review



Antioch Bicycle Garden: Review of Progress

- Concept Presented to Council May 2021
 - Direction given to Parks and Recreation Commission to form Ad-Hoc Committee
- Ad-Hoc Committee formed in June 2021
- Findings presented to Parks and Recreation Commission in November 2021. Commission Recommendation made.

Antioch Bicycle Garden: Community Engagement

- Online survey
- Posted signs in parks
- Reached out to Community Partners
- Social Media
- Engaged Recreation Participants
- Local Blog and Media
- City of Antioch and CCTA web pages
- Hosted 3 Virtual Public Workshops



BICYCLE GARDEN JOIN the conversation

ANTIOCH
CALIFORNIA

CONTRA COSTA
transportation
authority

Street  Smarts
DIABLO REGION

Antioch Bicycle Garden: 3 Potential Locations

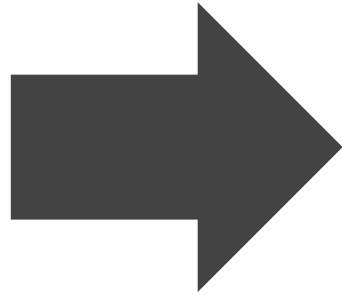
Prewett

Chichibu

Gentrytown

Eagleridge

Meadow Creek



Prewett

Chichibu

Gentrytown

Antioch Bicycle Garden: Location Considerations

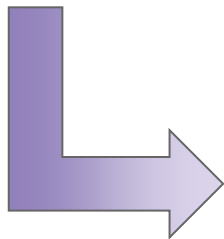
- 5+ acres of usable space w/ remaining green space
- Terrain
- Existing amenities and current usage
- Parking
- Restrooms
- School and Community Access

Antioch Bicycle Garden: Public Survey Results

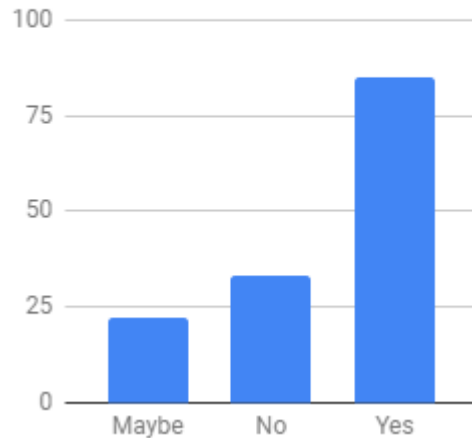
Prewett

61% of Surveyors would like the Bicycle Garden at Prewett

Would Prewett be a good location for the Bicycle Garden?



Count | Distribution



Most | Least

VALUE	FREQUENCY
Yes	85
No	33
Maybe	22

Antioch Bicycle Garden: Prewett Community Park



Antioch Bicycle Garden: Prewett Community Park

4701 Lone Tree Wy

Antioch, California

Google

Street View - Mar 2021



Antioch Bicycle Garden: Prewett Community Park

Pros

- **Regional** park with high utility
- **Would add to existing unique features that attract visitors from Antioch and throughout the region:** Water Park, Skatepark, Library, Community Center, Trails
- **Largest parking lot** that could accommodate school buses, families, out of town visitors
- **Most convenient transit access** ; bus stops at park
- **Excellent bike trail access:** Park is adjacent to Mokolunne Trail and 2 other auxiliary trails on North and East sides. Additional trail access across the street, behind Deer Valley HS. Lone Tree has no bike lanes, but parallel trail access lets riders avoid riding on busy thoroughfares
- **No neighbors** in direct proximity of park

Pros (cont.)

- **Terrain is a Blank Space** that would allow freedom of design, custom landscaping and shade trees
- **School proximity:**
 - .8 mile walk from Diablo Vista ES,
 - 1 mile walk from Jack London ES,
 - 1.3 mile walk from Lone Tree ES
 - .5 miles from Black Diamond MS.
 - Across from DVHS

Challenges

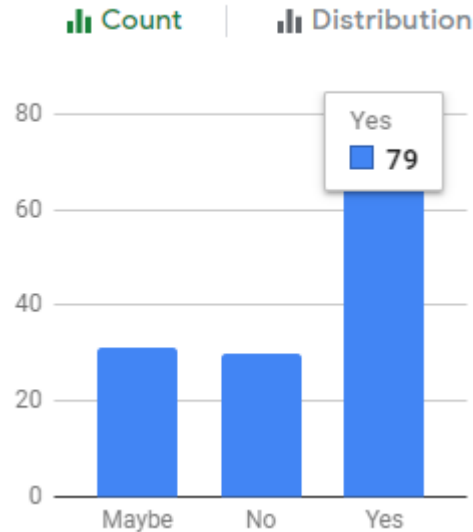
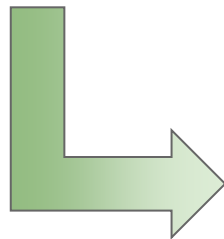
- Undeveloped site
- Frisbee Golf course would be reconfigured
- Grading of slope required
- Restroom located in Community Center

Antioch Bicycle Garden: Public Survey Results

Chichibu

56% of Surveyors would like the Bicycle Garden at Chichibu

Would Chichibu be a good location for the Bicycle Garden?



Most | Least

VALUE	FREQUENCY
Yes	79
Maybe	31
No	30

Antioch Bicycle Garden: Chichibu Park



Antioch Bicycle Garden: Chichibu Park



Antioch Bicycle Garden: Chichibu Park

Pros

- **Popular neighborhood park** with existing unique amenities: lighted tennis courts, bocce, basketball, new play structure, gardens
- **Parking lot** (approx 80 spaces)
- **Excellent bike trail access:** Close to Mokelumne Trail and City of Antioch Service/walking/riding trail
- **Residential neighborhood access**
- **School proximity:** abuts Sutter Elementary School
- **Flat terrain** with some existing shade trees on the perimeter. Intended location is currently unused.
- **Geographically most central** park



Challenges

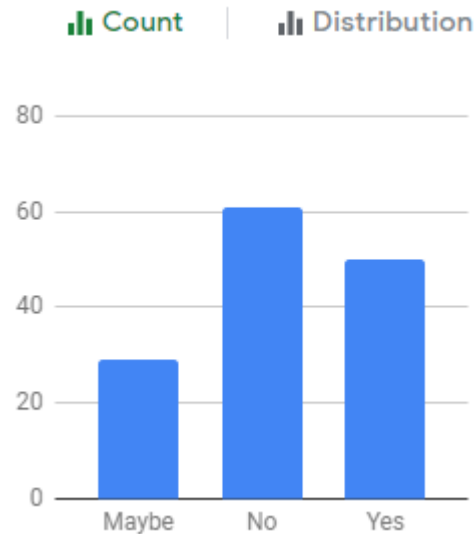
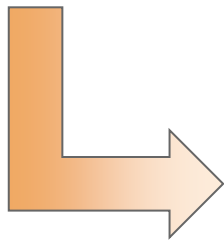
- Nearest transit access is .7 miles from park
- Situated in a residential neighborhood; visitor impact unknown
- AUSD owns the land where the Bicycle Garden would be built

Antioch Bicycle Garden: Public Survey Results

Gentrytown

36% of Surveyors would like the Bicycle Garden at Gentrytown

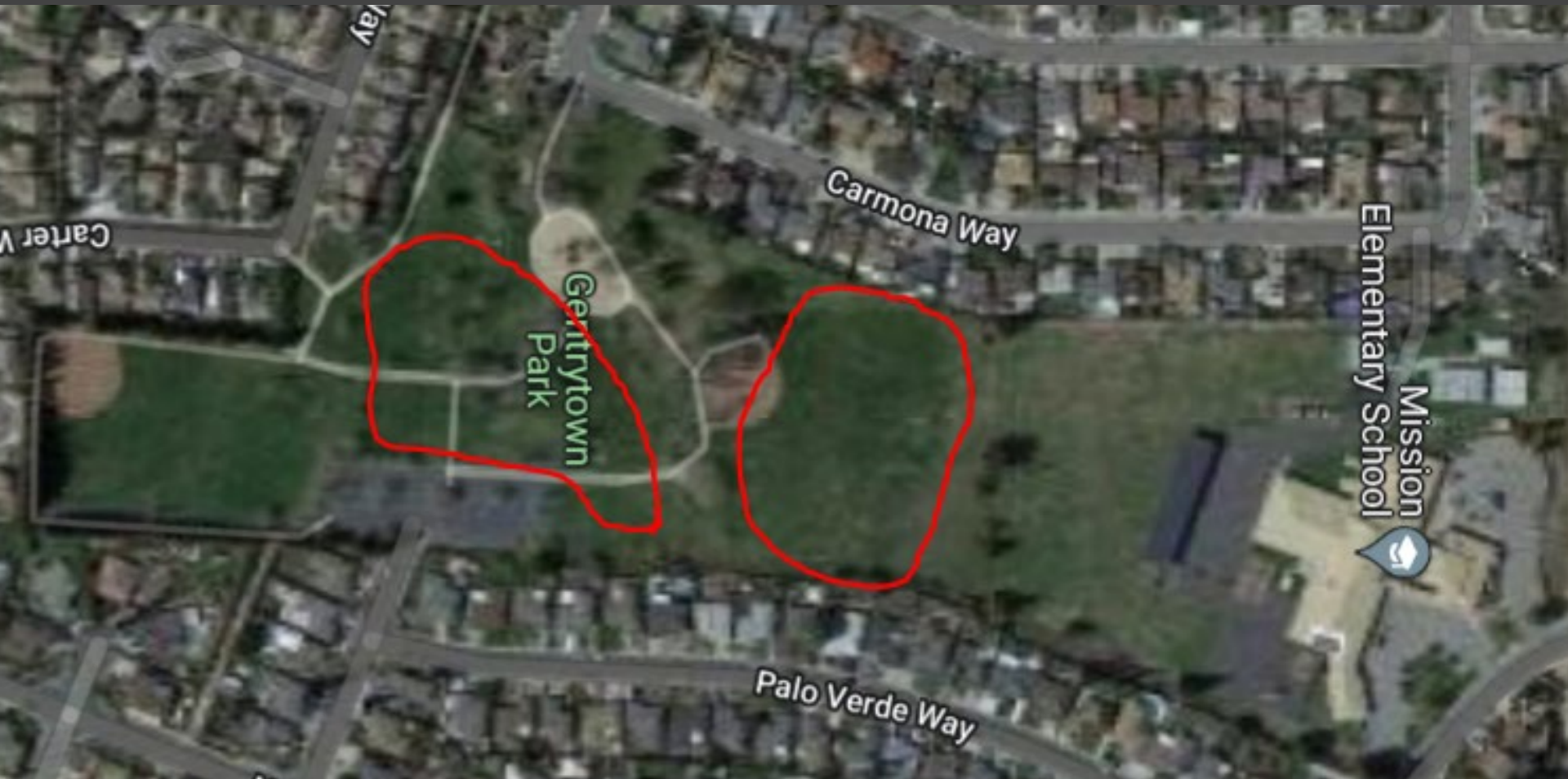
Would Gentrytown be a good location for the Bicycle Garden?



Most | Least

VALUE	FREQUENCY
No	61
Yes	50
Maybe	29

Antioch Bicycle Garden: Gentrytown Park



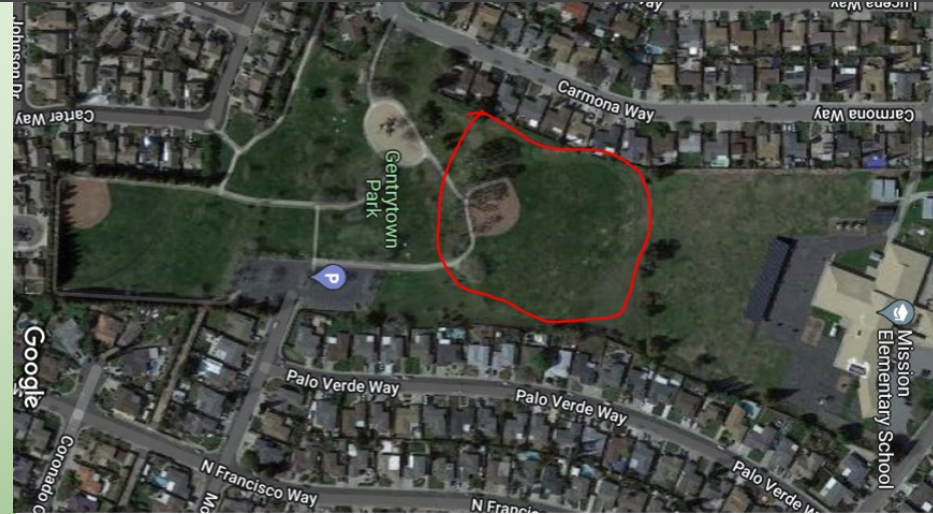
Antioch Bicycle Garden: Gentrytown Park



Antioch Bicycle Garden: Gentrytown Park

Pros

- **Popular neighborhood park** with ball fields, play structures, and picnic areas
- **Parking lot** (approx 75 spaces)
- **Excellent bike trail access:** Good access from Delta de Anza and Mokelumne trails and aux. trail on Asilomar
- **Multiple residential neighborhood access points**
- **School proximity:** abuts Mission Elementary School
- **Flat terrain** with some existing shade trees on the perimeter
- **Transit Access:** .5 miles from park



Challenges

- One ball field could be lost
- Situated in a residential neighborhood; visitor impact unknown
- Not selected in survey's "top 2" park choices

Antioch Bicycle Garden: Location Selection

Council to select the top choice, plus one alternate location:

Prewett

Chichibu

Gentrytown

Antioch Bicycle Garden: Next Steps

Council Authorization needed to enter into MOU with CCTA; CCTA to act as Lead Agency

- Design Phase, including public participation

Budget Amendment needed for design work

- Local Funds - \$550,000 requested

Antioch Bicycle Garden: Future Steps

- Cost estimate - in progress
- Identify Local funds + Possible Grant(s)
procurement
- Construction

Antioch Bicycle Garden: Thank you!

Questions?



ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE



CONTRA COSTA
transportation
authority

Street  Smarts

DIABLO REGION

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Discussion Item: Tobacco Ordinance Grace Period Temporarily Suspending the Implementation of New Restrictions on Sales of Tobacco or Tobacco Products with Characterizing Flavor, Electronic Cigarettes, Cigars, and Little Cigars

RECOMMENDED ACTION

It is recommended that the City Council provide direction to staff concerning:

1. Whether staff should prepare an amendment to the tobacco ordinance implementing a grace period temporarily suspending the implementation of new restrictions on sales of tobacco or tobacco products with characterizing flavor, electronic cigarettes, cigars, and little cigars;
2. The duration of the grace period, if any and
3. Whether staff should focus on community education and suspend enforcement activity until the passage of the amendment to the ordinance.

FISCAL IMPACT

None.

DISCUSSION

The City Council recently passed an ordinance amending section 6-8.02 of the Antioch Municipal Code to add the definitions of characterizing flavor, cigar, and little cigar (including Cigarillo) and amending section 6-8.14 to restrict tobacco retailers or businesses from selling or providing tobacco with characterizing flavor, selling or providing electronic cigarettes or e-cigarettes, and to regulate the size and price of specified packages of cigarettes, little cigars, and cigars.

Since passing the ordinance, the City Council has heard public comment from tobacco retailers and businesses selling tobacco products expressing the desire for a grace period temporarily suspending the implementation of new restrictions on sales of tobacco or tobacco products with characterizing flavor, electronic cigarettes, cigars, and little cigars

to enable businesses to sell their existing inventory and transition into compliance with the new ordinance.

The City Council could institute such a grace period by directing staff to draft an amendment to the ordinance that inserts a grace period prior to the commencement of enforcement activities. The grace period would enable tobacco retailers and businesses to sell their existing inventory and prepare to come into compliance with the new ordinance. During the period prior to the passage of the new ordinance, Council can also direct staff to focus on educating the community about the new ordinance, rather than engaging in immediate enforcement.

ATTACHMENTS


A. None

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Tentative Agreement between the City of Antioch and the Confidential Unit for the Period of October 1, 2021 – September 30, 2025

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Confidential Unit; and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

FISCAL IMPACT

The estimated fiscal impact of the Confidential Unit Tentative Agreement for Fiscal Year 2021/22 is \$105,820.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and the Confidential Unit covered the period of October 1, 2016 – September 30, 2021. Representatives of the City and the Confidential Unit have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

Highlighted terms of the first year of the Tentative Agreement are:

- Four-year contract ending September 30, 2025.

- Effective the first full pay period after October 1, 2021, salaries for all classifications represented by the Confidential Bargaining Unit shall be increased by 4%.
- Effective January 1, 2023, the City shall contribute 100% of the Kaiser rate to the Flexible Benefits plan.
- The addition of Juneteenth as a recognized City Holiday and one additional floating holiday.

Please refer to Exhibit 1 to the Resolution for the detail of the Tentative Agreement.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

RESOLUTION NO. 2022/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE CONFIDENTIAL UNIT FOR THE PERIOD OF OCTOBER 1, 2021 –
SEPTEMBER 30, 2025**

WHEREAS, the City and the Confidential Unit had a Memorandum of Understanding covering the period of October 1, 2016 – September 30, 2021;

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

WHEREAS, representatives of the City and the Confidential Unit reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2021 through September 30, 2025.

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

Section 1. The Tentative Agreement between the City of Antioch and the Confidential Unit for the period of October 1, 2021 – September 30, 2025, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The City Manager or designee is authorized to amend the FY2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**City of Antioch and
Confidential Unit
MOU Negotiations 2021-22**

**Comprehensive Tentative Agreement
April 1, 2022**


The City and the Confidential Unit have met and conferred in good faith and have reached agreement on the following terms to be incorporated into the successor MOU. All proposals not specifically identified below are deemed withdrawn. It is understood and agreed that this comprehensive tentative agreement represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to final approval by the City Council).

1. Term of Agreement: 4-year agreement (10/1/2021 through 9/30/2025)
2. Cost of Living Adjustments:
 - Effective the first full pay period after October 1, 2021, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2022, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2023, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2024, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
3. Equity Adjustments: As agreed in the Side Letter Agreement signed 12/6/2021
4. Flexible Benefits Plan:

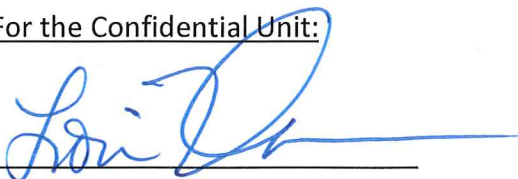
Effective January 1, 2023, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:

 1. For each employee who is eligible for employee only medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser single rate and per month.
 2. For each employee who is eligible for two (2) party medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser two (2) party rate per month.
 3. For each employee who is eligible for family medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser family rate per month.
 4. In addition to the City contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to the 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party or family).
5. Holidays: Add Juneteenth (June 19th) to the list of City observed holidays in Section 5.A. Add one additional floating holiday to Section 5.B (for a total of three floating holidays).

For the City:



For the Confidential Unit:



[Handwritten Signature]


Date: 4/6/2022

Date: April 6, 2022

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving the Fourth Amendment to the Employment Agreement with Thomas Lloyd Smith for City Attorney Services and Authorizing the Mayor to Sign the Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Fourth Amendment to the Employment Agreement with Thomas Lloyd Smith for City Attorney Services and authorizing the Mayor to sign the Agreement.

FISCAL IMPACT

On February 5, 2019, City Council approved an employment agreement and amendment with Thomas Lloyd Smith (“Thomas Smith” or “Smith”) for City Attorney services. The Second Amendment to this employment agreement was adopted by City Council (Resolution No. 2020/25) and increased the annual salary by 5% beginning March 1, 2020. The Third Amendment to this employment agreement was adopted by City Council (Resolution No. 2021/68) and reflected approval of a Step increase from Step D to Step E, an increase of 5% beginning March 1, 2021. The Fourth Amendment to this employment agreement is to approve a six-year contract and a one-year severance (if released without cause).

DISCUSSION

On February 5, 2019, the City Council approved an employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement. On February 11, 2020, the City Council approved a second amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement. On April 13, 2021, the City Council approved a third amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement. The Fourth Amendment reflects direction provided to the Administrative Services Director on April 12, 2022 in closed session following the annual evaluation of Smith’s performance.

In summary, the Fourth Amendment will reflect approval of a six-year contract extension and a one-year severance (if released without cause). These changes reflect a positive review. City Attorney Smith's annual salary is Step E Two Hundred and Thirty Thousand Four Hundred and Seventy-Two dollars (\$230,472) and is tied to the Management Employees Benefit Document.

Please refer to Exhibit A to the Resolution for all amendments to the City Attorney contract. All of the remaining terms and provisions of the agreement and amendment dated February 5, 2019 shall remain in effect.

This Staff Report is intended to facilitate the City's compliance with SB 1436 (2016), which requires a public report of a summary of recommendation regarding any change in the benefits or salary of local agency executives.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – Fourth Amendment to Employment Agreement and Amendment dated February 5, 2019 with Thomas Lloyd Smith for City Attorney Services.

B. Resolution No. 2021/68 Third Amendment to Employment Agreement and Amendment with Thomas Smith for City Attorney Services.

C. Resolution No. 2020/25 Second Amendment to Employment Agreement and Amendment with Thomas Smith for City Attorney Services.

D. February 5, 2019 Agreement and Amendment with Thomas Smith for City Attorney Services.

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ANTIOCH AND THOMAS LLOYD SMITH FOR
CITY ATTORNEY SERVICES**

WHEREAS, on February 5, 2019, the City Council approved an employment agreement and amendment with Thomas Lloyd Smith (“Thomas Smith” or “Smith”) for City Attorney services and authorized the Mayor to sign the agreement;

WHEREAS, on February 11, 2020, the City Council approved a second amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement;

WHEREAS, on April 13, 2021, the City Council approved a third amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement;

WHEREAS, the City Council desires to approve a fourth amendment to the February 5, 2019 employment agreement and amendments with Thomas Lloyd Smith for City Attorney services (the “Fourth Amendment”); and

WHEREAS, the Fourth Amendment reflects direction provided to the Administrative Services Director on April 12, 2022 in closed session following the evaluation of Thomas Lloyd Smith’s performance.

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

Section 1: The Fourth Amendment to the Employment Agreement between the City of Antioch and Thomas Lloyd Smith for City Attorney services attached to this Resolution as “Exhibit A” is hereby approved, and

Section 2: The Mayor is authorized to execute this Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF ANTIOCH AND THOMAS LLOYD SMITH

The City of Antioch (“City”) and Thomas Lloyd Smith (“Thomas Smith” or “Smith”) previously entered into that certain Employment Agreement and Amendment dated February 5, 2019, whereby Smith was employed as the City Attorney of the City and the Second Amendment and Third Amendment to the Employment Agreement and Amendment, which became effective on March 1, 2020 and March 1, 2021 (collectively “Agreements”). In this Fourth Amendment, the parties hereby agree to modify and amend the Agreements as follows:

1. **Section 2 – Term.** Section 2 shall be replaced and shall read as follows:

This Agreement shall start on March 1, 2019 and shall continue until February 28, 2028 or until terminated pursuant to this Agreement.

2. **Section 6.B. – Termination by City. Termination Without Good Cause.**

Section 6.B. shall be replaced and shall read s follows:

B. Termination Without Good Cause. If the City elects to terminate this Agreement and Smith’s employment without good cause as defined in this Agreement, it shall not be required to provide any reasons for that decision to Smith or anyone else. A Notice of Termination Without Cause shall be provided in writing.

The City will pay Smith for all earned pay and accrued, unused vacation leave up to but not including the effective date of termination, less legally required withholdings. Additionally, the City will pay Smith his monthly salary and health benefits amounts (meaning just what is known as the flexible benefits or cafeteria plan amount) at the rate he is earning on the date he is given notice that this Agreement and his employment are being terminated, less legally required withholdings (“severance payment”) for twelve (12) months following such notice, or until he receives comparable employment within such time, at which point the severance payments shall be discontinued. Comparable employment shall mean employment paying a salary equal to or more of his then current City Attorney salary.

3. **Section 8.A. – Compensation. Salary.** The first paragraph of Section 8.A. shall be replaced and shall read as follows:

A. Salary. The City agrees to pay Smith for the performance of his duties and functions an annual salary as follows: Two Hundred and Thirty Thousand Four Hundred and Seventy-Two dollars (\$230,472). The City Council shall determine annually whether Smith shall be granted a cost-of-living adjustment (COLA) provided other Executive Management employees and whether Smith shall be granted any additional salary increase. The City Attorney’s salary will also be tied to the current Management Employees Benefit Document Item 1. Compensation, Section.

4. Except as modified herein all of the remaining terms and provisions of the Agreement and Amendment dated February 5, 2019 shall remain in effect. If any conflicts exist between the Agreement and Amendment, Second Amendment, Third Amendment and this Fourth Amendment, the Fourth Amendment shall govern.

CITY OF ANTIOCH

**By: _____ Date: _____.
Lamar Thorpe, Mayor of the City of Antioch**

Attest:

**_____ Date: _____.
Elizabeth Householder, City Clerk of the City of Antioch**

**By: _____ Date: _____.
Thomas Lloyd Smith**

RESOLUTION NO. 2021/68

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ANTIOCH AND THOMAS LLOYD SMITH FOR
CITY ATTORNEY SERVICES**

WHEREAS, on February 5, 2019, the City Council approved an employment agreement and amendment with Thomas Lloyd Smith ("Thomas Smith" or "Smith") for City Attorney services and authorized the Mayor to sign the agreement;

WHEREAS, on February 11, 2020, the City Council approved a second amendment to the employment agreement and amendment with Thomas Lloyd Smith for City Attorney services and authorized the Mayor to sign the agreement;

WHEREAS, the City Council desires to approve a Third Amendment to the February 5, 2019 employment agreement and amendments with Thomas Lloyd Smith for City Attorney services;

WHEREAS, the Third Amendment reflects direction provided to the Administrative Services Director on March 9, 2021 in closed session following the evaluation of Thomas Lloyd Smith's performance.

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

Section 1: The Third Amendment to the Employment Agreement between the City of Antioch and Thomas Lloyd Smith for City Attorney services attached to this Resolution as "Exhibit A" is hereby approved and the Mayor is authorized to execute this Agreement.

* * * * *

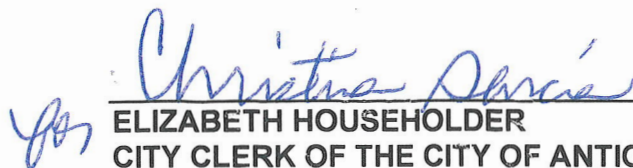
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of April, 2021, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None


ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF ANTIOCH AND THOMAS LLOYD SMITH

The City of Antioch ("City") and Thomas Lloyd Smith ("Thomas Smith" or "Smith") previously entered into that certain Employment Agreement and Amendment dated February 5, 2019, whereby Smith was employed as the City Attorney of the City and the Second Amendment to the Employment Agreement and Amendment, which became effective on March 1, 2020 (collectively "agreements"). In this Third Amendment, the parties hereby agree to modify and amend the Agreements as follows:

1. Section 8 – Compensation

A. Salary. Shall be replaced with:

Effective March 1, 2021 the City agrees to pay Thomas Lloyd Smith for the performance of his duties and functions an annual salary as follows: Two Hundred and Twenty-One Thousand Four Hundred and Thirty-Six Dollars (\$221,436). The City Attorney's salary will also be tied to the Management Employees Benefit Document dated October 1, 2016 through September 30, 2021 Item 1. Compensation, Section.

Salary will be paid in installments at the same time that other employees of the City are paid. Smith shall not be entitled to receive payment or credit for, and the City shall not pay or credit Smith for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Smith acknowledges that the position of City Attorney is exempt from the provisions of the Fair Labor Standards Act ("FLSA").

2. Except as modified herein all of the remaining terms and provisions of the Agreement and Amendment dated February 5, 2019 shall remain in effect. If any conflicts exist between the Agreement and Amendment, Second Amendment and this Third Amendment, the Third Amendment shall govern.

CITY OF ANTIOCH

By:  Date: 6/21/21
Lamar Thorpe, Mayor of the City of Antioch

Attest:

 Date: _____.
Elizabeth Householder, City Clerk of the City of Antioch

By:  Date: _____.
Thomas Lloyd Smith

RESOLUTION NO. 2020/25

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ANTIOCH AND THOMAS SMITH FOR
CITY ATTORNEY SERVICES**

WHEREAS, on February 5, 2019, the City Council approved an employment agreement and amendment with Thomas Smith. for City Attorney services and authorized the Mayor to sign the agreement; and

WHEREAS, the City Council desires to approve a Second Amendment to the February 5, 2019 employment agreement and amendment with Thomas Smith for City Attorney services; and

WHEREAS, the Second Amendment reflects direction provided to the Administrative Services Director on January 28, 2020 in closed session following the evaluation of Thomas Smiths performance.

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

Section 1: The Second Amendment to the Employment Agreement between the City of Antioch and Thomas Smith for City Attorney services attached to this Resolution as "Exhibit A" is hereby approved and the Mayor is authorized to execute this Agreement.

* * * * *

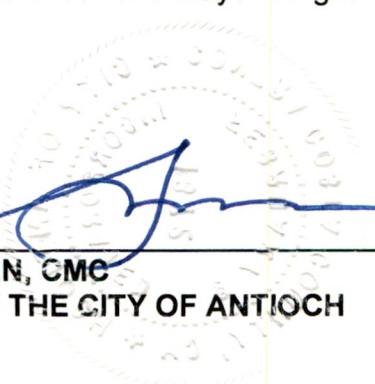
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of February 2020, by the following vote:

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

NOES: None

ABSENT: None

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH



SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF ANTIOCH AND THOMAS SMITH

The City of Antioch ("City") and Thomas Smith ("Smith") have previously enter into that certain Employment Agreement and Amendment dated February 5, 2019 ("Agreement"), whereby Smith was employed as the City Attorney of the City. The parties agree to modify and amend the Agreement as follows:

1. Section 8 – Compensation

A. Salary. Shall be replaced with:

Effective March 1, 2020 the City agrees to pay Smith for the performance of his duties and functions an annual salary as follows: Two Hundred and Four Thousand Seven Hundred and Fifty Dollars (\$204,750). The City Attorney's salary will also be tied to the Management Employees Benefit Document dated October 1, 2016 through September 30, 2021 Item 1. Compensation, Section A. Salaries for cost of living and equity adjustments which states:

Effective the first full pay period after October 1, 2020 an increase of 3.00%.

Salary will be paid in installments at the same time that other employees of the City are paid. Smith shall not be entitled to receive payment or credit for, and the City shall not pay or credit smith for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Smith acknowledges that the position of City Attorney is exempt from the provisions of the Fair Labor Standards Act (FLSA).

2. Except as modified herein all of the remaining terms and provisions of the Agreement and Amendment dated February 5, 2020 shall remain in effect. If any conflicts exist between the Agreement and Amendment and this Second Amendment, the Second Amendment shall govern.

City of Antioch

By: [Signature] Date: 3/10/20
Sean Wright, Mayor

Attest:

[Signature] Date: 3/13/2020
Arne Simonsen, CMC, City Clerk of the City of Antioch

By: [Signature] Date: 3/10/2020
Thomas Smith

**CITY OF ANTIOCH
AGREEMENT WITH THOMAS SMITH FOR
CITY ATTORNEY SERVICES**

This Agreement ("Agreement"), dated for reference purposes only the 5th day of February, 2019, is made and entered into at Antioch, California by and between the City of Antioch, California ("City") and Thomas Smith ("Smith"). This Agreement (the "Agreement") shall be effective on the date the Agreement is signed by Smith and the City ("Effective Date").

RECITALS

WHEREAS, the City requires the services of a person with proven qualifications to fill the position of City Attorney; and

WHEREAS, the City, acting by and through its City Council, desires to employ the services of Smith as City Attorney and to appropriately compensate him for such services; and

WHEREAS, Smith desires to be employed by the City as City Attorney for appropriate compensation and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Agreement, the parties agree as follows:

Section 1 – Appointment. The City agrees to employ and appoint Smith to the position of City Attorney for the City of Antioch, California, upon the commencement of the Term defined below. Smith accepts employment as City Attorney and agrees to serve as such. Smith serves at the pleasure of a majority of the City Council, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Smith at any time, subject only to the provisions in this Agreement.

Section 2 – Term. This Agreement shall start no sooner than March 1, 2019 and shall continue for a period of three years from Smith's first date of employment or until terminated pursuant to this Agreement.

Section 3 – Duties. Smith's employment shall be full time. As City Attorney, Smith shall perform the duties and functions of the City Attorney identified in State law, the Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder and other duties and functions as the City Council may assign. Smith agrees: (1) to perform all duties and functions in a professional and ethical manner to the best of his skill and ability and (2) to use his best efforts to promote and advance the interests and the City Council's goals and objectives.

Smith understands and agrees that the position of City Attorney is not a part time position and will require Smith to work greater than a customary forty (40) hour week. Although City Hall is generally open to the public during regular set work hours, Smith shall perform his obligations as full time City Attorney during regular work hours and on such evenings, weekends and other times as are necessary. Smith also acknowledges that the position of City Attorney is a position of high visibility before the public and agrees that he shall conduct himself before the public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

Section 4 – No Other Employment. Smith agrees not to undertake any other employment during the term of this Agreement unless such work will not interfere with the accomplishment of his duties herein and is authorized by the express consent of the City Council, which consent shall not unreasonably be withheld. Smith further agrees to confer with the City Council before undertaking any non-paid projects for organizations other than the City which may require a substantial time commitment by Smith and interfere with the accomplishment of his duties as City Attorney.

Section 5 – Termination by Smith. Smith may terminate this Agreement and resign as City Attorney at any time, for any reason, upon 45 days' prior written notice to the City. Upon receipt of written notice from Smith, the City may elect to immediately remove Smith from his position as City Attorney or to allow Smith to remain as City Attorney for all or any part of the notice period. If the City removes Smith from his position as City Attorney prior to the expiration of the notice period, the City will pay Smith an amount equal to the salary and benefits that Smith would have received if he had remained in the City Attorney position until the expiration of the notice period, less legally required withholdings. If the City advises Smith that he should continue to perform his duties and functions as City Attorney during the notice period, and Smith fails to do so, Smith will receive no salary or benefits after the last date on which he actually performs his City Attorney duties and functions.

Section 6 – Termination by City.

- A. **Termination for Good Cause.** The City Attorney may be discharged for good cause. Good cause includes criminal conviction for acts other than vehicle violations or the exercise of personal civil rights unrelated to City employment, acts of moral turpitude or fiscal malfeasance, or, as determined in the reasonable discretions of the City Council, a complete or near complete failure to perform in his position of City Attorney, if that failure continues for a period of thirty (30) days after Smith receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure.

If the City elects to terminate this Agreement for good cause, it will pay Smith for all earned pay and accrued, unused vacation leave at the time it notifies Smith of the termination decision, less legally required withholdings. Smith will be entitled to no pay or benefits after the date that the City notifies him that this Agreement and his employment by the City have been terminated for good

cause. If the City Council intends to terminate this Agreement for good cause, it will provide notice of its intention to Smith with a written explanation of the basis for that decision, sent to Smith's last known home address at least thirty (30) calendar days prior to the City Council meeting in which the termination will be considered, and Smith shall have the opportunity to resign during this period. In lieu of thirty (30) calendar days' notice, the City may place Smith on thirty (30) calendar days paid administrative leave. Smith will have the right to meet with the City Council for the purposes of discussing the basis for his proposed termination for good cause prior to a final vote on his termination, which will take place in closed session unless Smith timely exercises any right he possesses under Government Code section 54957(b)(1)-(2), if applicable. In order to exercise his right to meet with the Council, Smith must provide a written request to meet to the Mayor of the City and the City Manager within five (5) calendar days of the date of the meeting in which termination of employment will be considered. Failure to timely provide such written notice shall constitute a waiver of the right to be heard. Unless he timely exercises his right under Government Code section 54957(b)(1)-(2), to the extent those provisions are applicable, Smith shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on his termination and hereby waives any right to be heard publicly under the Antioch Municipal Code; provided however that no provision of this Agreement shall constitute a waiver of Smith's rights in law or equity to recover damages caused by an abuse of this provision by the City.

- B. Termination Without Good Cause. If the City elects to terminate this Agreement and Smith's employment without good cause as defined in this Agreement, it shall not be required to provide any reasons for that decision to Smith or anyone else. A Notice of Termination Without Cause shall be provided in writing.

The City will pay Smith for all earned pay and accrued, unused vacation leave up to but not including the effective date of termination, less legally required withholdings. Additionally, the City will pay Smith his monthly salary and health benefits amounts (meaning just what is known as the flexible benefits or cafeteria plan amount) at the rate he is earning on the date he is given notice that this Agreement and his employment are being terminated, less legally required withholdings ("severance payment") for six (6) months following such notice, or until he receives comparable employment within such time, at which point the severance payments shall be discontinued. Comparable employment shall mean employment paying a salary equal to or more of his then current City Attorney salary.

- C. Smith shall not be entitled to any severance payment if he is terminated, resigns or retires following his arrest for a felony, a crime of moral turpitude, or a documented incident of dishonesty affecting the affairs of the City.

Further, pursuant to Article 2.6 of Division 2 of Title 5 of the California Government Code (sections 43243 et seq.), if Smith is convicted of a crime involving abuse of his position, as defined under State law, he shall not be entitled to paid leave during the investigation, any cash settlement paid related to termination, or any severance payment and Smith shall reimburse the City any such salary or benefits or payments provided in this circumstance.

Section 7 – Inability to Perform Essential Duties and Functions. Smith agrees that if he is unable to perform the essential duties and functions of the City Attorney position for any reason for more than 120 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on Smith's inability to perform the essential duties and functions of the City Attorney position, it will also advise Smith in writing sent to Smith's last known home address. Such termination shall not be deemed termination for "good cause" as defined in this Agreement, unless Smith chooses to contest the termination pursuant to Section 6.A. above. At the time the City provides such notice, it will pay Smith for all earned pay and accrued, unused vacation leave, less legally required deductions. However, Smith will not be entitled to any severance payments described above pursuant to Section 6.b of this Agreement.

If termination of this Agreement is the result of the death of Smith, the City shall pay all salary and benefits then due to Smith's legal heir(s).

Section 8 – Compensation.

- A. **Salary.** The City agrees to pay Smith for the performance of his duties and functions an annual salary as follows: One hundred ninety-five thousand dollars (\$195,000). The City Council shall determine annually whether Smith shall be granted a cost of living adjustment (COLA) provided other Executive Management employees and whether Smith shall be granted any additional salary increase.

Salary will be paid in installments at the same time that other employees of the City are paid. Smith shall not be entitled to receive payment or credit for, and the City shall not pay or credit Smith for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Smith acknowledges that the position of City Attorney is exempt from the provisions of the Fair Labor Standards Act (FLSA).

- B. **Benefits.** During the term of this Agreement and his employment hereunder, Smith shall be entitled to receive benefits on the same terms and conditions as other Executive Management employees of the City as set forth in the current City of Antioch Management Benefit Document (the current City of Antioch Management Benefit Document dated October 1, 2016 through September 30, 2021 is attached as Exhibit 1), unless otherwise set forth in this Agreement:

- Retirement benefits available on the same terms and conditions as other Executive Management employees hired on or after January 1, 2013, who are new members of CalPERS and who were not in a reciprocal system, will be enrolled in the State-wide formula of 2% @ 62; three-year average final compensation period. In accordance with PEPRA, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS, or as may be amended through the Management Benefit Document for Executive Management employees.
- Smith shall not be entitled to the City of Antioch's Medical-After-Retirement benefit, but shall be entitled to a contribution to a Medical-After-Retirement Account (MARA) if offered to other Executive Management employees.
- Smith shall accrue vacation leave at the rate of 120 hours annually upon hire and shall move to the next accrual level in the Management Benefit Document at the start of the fourth (4th) year of employment. Upon initial hire, Smith shall be granted 120 hours of vacation accrual and allowed to use 40 hours without a waiting period.

Except as expressly set forth in this Agreement, Smith shall not be entitled to, nor be paid for, any other benefits available to non-Executive Management employees of the City.

Section 9 – Performance Evaluations. The City Council recognizes that for the City Attorney to respond to its needs and to grow in the performance of the City Attorney's job, the City Attorney needs to know how the City Council members evaluate the City Attorney's performance. To assure that the City Attorney gets this feedback, the City Council shall conduct an evaluation of the City Attorney's performance on or about the six (6) month anniversary of the first date of employment of Smith; Smith shall initiate the six-month performance update discussion. The City Council and the City Attorney shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and shall establish the relative priority among the various goals and objectives. The City Council shall review and provide the City Attorney with a written evaluation of his performance based on criteria established by the City Council with the City Attorney's assistance. The City Council and the City Attorney shall jointly establish written performance goals and objectives within the first 30 days of the first date of employment of Smith.

The City Council shall conduct such evaluation and goal-setting at least annually thereafter. In the annual evaluation, the City Council and City Attorney shall jointly define such goals and performance objectives and shall further establish a relative priority among those goals and objectives. The City Council shall review and consider Smith's performance as City Attorney at least annually as close as reasonably possible to the first date of employment of Smith. The review shall be discussed with Smith and reduced to writing.

Section 10 – Professional Development. Understanding the need for Smith to remain current about principles of municipal law, the City agrees to pay for his attendance at professional conferences and training opportunities, and appropriate continuing education materials, subject to budgetary constraints that may occur from time to time. The City will also pay Smith's annual dues to the California State Bar, including membership in the Public Law Section but no other optional sections or enhancements, and basic membership in the Contra Costa County Bar Association.

Section 11 – Confidential Information. Smith agrees that he will not reveal any confidential information about the City, City officials, or City employees that he learns while performing the duties and functions of City Attorney.

Section 12 – City Property. Smith agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as City Attorney are and will remain the exclusive property of the City. Smith will immediately deliver all originals of such materials to the City that are in his possession or control upon termination of this Agreement.

Section 13 – Assistance in Litigation. Smith agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. Smith further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. Smith agrees to notify the City immediately upon receipt of any legal process pertaining to the City. This provision shall not apply to any criminal investigation targeting any City official or employee.

Section 14 – Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of California.

Section 15 – Headings. The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

Section 16 – Assignment. Neither this Agreement nor any interest in this Agreement may be assigned.

Section 17 – Severability. If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

Section 18 – Notices. Notices pursuant to this Agreement will be deposited with the United States Postal Service, postage prepaid and addressed as follows:

City:
Mayor's Office
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

With a copy to: City Manager
 City of Antioch
 P.O. Box 5007
 Antioch, CA 94531-5007

Smith:
Thomas Smith
At his then current address on file with the City

Section 19 – Modification. This Agreement may only be modified by a writing executed by the parties, the City Council having approved the modification on behalf of the City.

Section 20 – Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between Smith and the City regarding his employment as City Attorney. Smith and the City agree that no representations, inducements, promises or agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 21 – Effective Date. This Agreement will become effective on the date of execution by the parties and the Term shall commence as defined herein.

Section 22 – Mediation of Disputes. In the event that any dispute arises between the parties regarding the interpretation or implementation of any provision of this Agreement, the parties shall first submit the dispute to voluntary mediation prior to the filing of any lawsuit. If the parties cannot agree on selection of a mediator, then the matter shall be submitted to the Judicial Arbitration and Mediation Services ("JAMS-ENDISPUTE") office in Walnut Creek, California, with a panelist to be assigned by that office's administrator.

Section 23- Venue. In the event any party seeks to enforce this agreement or any of its terms by a civil action in court, following mediation as provided in the preceding paragraph, the venue for any such action shall be in Contra Costa Superior Court.

[Signatures on the following page]

City of Antioch

By: /s/ SEAN WRIGHT Date 02-05-2019
Sean Wright, Mayor

Approved as to form:

_____ Date _____
Derek Cole, Interim City Attorney

By:  Date 1/27/2019
Thomas Smith

Exhibit 1: City of Antioch Management Benefit Document October 1, 2016 through
September 30, 2021

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF ANTIOCH AND
THOMAS SMITH**

The City of Antioch ("City") and Thomas Smith ("Smith") have entered into that certain Employment Agreement dated February 5, 2019 ("Agreement"), whereby Smith was employed as the City Attorney of the City. The parties agree to modify and amend the Agreement as follows:

1. **Section 9 – Performance Evaluation** of the Agreement is amended to include the following paragraph.

The City Council shall determine annually whether the City Attorney shall be granted an additional salary increase based on achievement of defined goals and objectives. The City Council shall use the following salary range (Step C through Step E) as a guideline to determine additional compensation. Step A \$176,871; Step B \$185,715; Step C \$195,000; Step D \$204,750; Step E \$214,988. Each step is an increase of 5%.

2. Except as modified herein all of the remaining terms and provisions of the Agreement dated February 5, 2019 shall remain in effect. If any conflicts exist between the Agreement and this Amendment, the Amendment shall govern.

City of Antioch

By: /s/ SEAN WRIGHT Date: 02-05-2019
Sean Wright, Mayor

Approved as to form:

_____ Date: _____
Derek Cole, Interim City Attorney

Attest:

for Christine Alvarado Date: 2-6-2019
Arne Simonsen, CMC, City Clerk of the City of Antioch


By: Thomas Smith Date: 1/29/2019
Thomas Smith

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Tentative Agreement between the City of Antioch and Operating Engineers Local Union No. 3 Representational Unit IV for the Period of October 1, 2021 – September 30, 2025

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and Operating Engineers Local Union No. 3 Representational Unit IV (OE3); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

FISCAL IMPACT

The estimated fiscal impact of the OE3 Tentative Agreement for FY2021/22 is \$431,324.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and OE3 covered the period of October 1, 2016 – September 30, 2021. Representatives of the City and OE3 have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

Highlighted terms of the first year of the Tentative Agreement are:

- Four-year contract ending September 30, 2025.

- Effective the first full pay period after October 1, 2021, salaries for all classifications represented by the Confidential Bargaining Unit shall be increased by 4%.
- Effective January 1, 2023, the City shall contribute 100% of the Kaiser rate to the Flexible Benefits plan.
- Increase vacation cap to 24 months.
- The addition of Juneteenth as a recognized City Holiday and one additional floating holiday.

Please refer to Exhibit 1 to the Resolution for the detail of the Tentative Agreement.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

RESOLUTION NO. 2022/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND OPERATING ENGINEERS LOCAL UNION NO. 3 REPRESENTATIONAL UNIT
IV (OE3) FOR THE PERIOD OF OCTOBER 1, 2021 – SEPTEMBER 30, 2025**

WHEREAS, the City and Operating Engineers Local Union No. 3 Representational Unit IV (OE3) had a Memorandum of Understanding covering the period of October 1, 2016 – September 30, 2021;

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of OE3 to negotiate a successor agreement; and

WHEREAS, representatives of the City and OE3 reached Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2021 through September 30, 2025.

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

Section 1. The Tentative Agreement between the City of Antioch and OE3 for the period of October 1, 2021 – September 30, 2025, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The City Manager or designee is authorized to amend the FY2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**City of Antioch and
Operating Engineers Local Union #3, Representational Unit IV
MOU Negotiations 2021-22**

**City Comprehensive Package Proposal
March 23, 2022**

This is a package proposal. It must be accepted in its entirety or it will be deemed rejected. It is understood and agreed that acceptance of this package, along with the tentative agreements previously reached, represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to ratification by the Union and final approval by the City Council).

The City proposes the following general salary increases over a four-year term (October 1, 2021 – September 30, 2025):

Section 11.1 Salaries

- Effective the first full pay period after October 1, ~~2016~~2021, an across the board increase of ~~2.54~~4.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, ~~2017~~2022, an across the board increase of ~~3.2~~3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, ~~2018~~2023, an across the board increase of ~~2.75~~4.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, ~~2019~~2024, an across the board increase of ~~2.3~~3.00% shall be implemented for all classifications in the bargaining unit.
- ~~Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.~~

Acceptance of this wage counter is contingent on the Union's agreement to the following:

The Union accepts the following City proposals:

- City Counter to Union Proposal #14: Grievance Procedure (Revised), presented 3/23/22

The Union withdraws the following proposals:

- Union Proposal #4: American Rescue Plan Stipend, presented 9/21/21
- Union Proposal #6: Holiday - match holiday accrual rate to shift hours, presented 9/21/21
- Union Proposal #7: Standby - add crime analysts to receive standby pay, presented 9/21/21
- Union Proposal #9: Vacation - change language from "hours" to "days" for vacation accrual, presented 9/21/21
- Union Proposal #10: Medical After Retirement – remove requirement for unanimous vote, presented 9/21/21
- Union Proposal #13: Discipline, presented 9/21/21

Tentative agreements previously reached to be included in MOU:

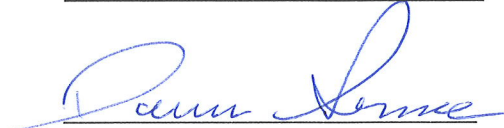
- City Counter to Union Proposal #1 (presented 12/20/21): Term – 4 years, tentative agreement 12/20/21
- City Counter to Union Proposal #3 (presented 1/14/22): Equities – side letter for equity adjustments, tentative agreement 1/14/22


- Union Proposal #5 (as amended 12/20/21): Vacation – increasing vacation cap to 24 months, tentative agreement 1/14/22
- City Counter to Union Proposal #8 (presented 12/20/21): Holidays - adding Juneteenth holiday and 1 additional floating holiday, tentative agreement 12/20/21
- Union Proposal #11 (presented 9/21/21): Work Hours – adding 9/80 schedule to the list of flexible schedules, tentative agreement 11/2/21
- Union Proposal #12 (presented 9/21/21): Remote Work – agree to discuss remote work City-wide, tentative agreement 11/2/21
- City Counter to Union Proposal #15 (presented 1/14/22): Flexible Benefits – increasing City medical contribution to 100% of Kaiser, tentative agreement 1/14/22


For the City:

Date: _____

For Operating Engineers Local #3:







Date: 4-4-2022

ARTICLE 22

GRIEVANCE PROCEDURE

A grievance is any dispute concerning the misinterpretation or misapplication of the Employee Relations' Ordinance, existing memoranda of understanding, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights decision on wages, hours, and other terms and conditions of employment. A grievance may be filed by the employee, the Union, or Union on behalf of an employee.

22.1 Initial Discussions

Any employee who believes that he or she has a grievance pursuant to this Article ~~may discuss his or her complaint with~~ shall give notice to the immediate supervisor in the department in which he or she works within ten (10) days following the incident, or after the employee would be reasonably expected to have knowledge of the incident. ~~This meeting may occur~~ in the presence of his or her the employee's steward if desired.

If the issue is not resolved to the satisfaction of the employee, the employee may ~~or if the employee elects~~ to submit his or her grievance directly to ~~an official of OE3, the grievance may be referred to~~ the Department Head within ten (10) days of the meeting with the immediate supervisor. This meeting may occur in the presence of the employee's steward or an official of the Union. If the issue is still not resolved to the satisfaction of the employee, the procedures hereafter specified may be invoked.

22.2 Referral to City Manager

Any employee or any Union official ~~of OE3~~ may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the ~~determination desired~~ resolution, which is desired. No grievance may be processed under Sub-Article 22.3 below which has not first been filed and ~~investigated~~ considered by the City Manager in pursuance of this Sub-Article 22.2. A grievance which remains ~~unresolved-unanswered by the City Manager~~ thirty (30) calendar days after it has been submitted to the City Manager in writing ~~to the City Manager~~ may be ~~referred~~ appealed to the City Council. This appeal to the City Council must be referred within ten days following the thirty (30) day period the City Manager has to answer the grievance. ~~to the Board of Administrative Appeals.~~

If the City Manager issues a decision on the grievance that the employee

finds insufficient, this decision may also be appealed to the City Council within ten (10) days of the date of the City Manager's decision.

~~22.3 Board of Administrative Appeals~~

~~In the event the grievance has not been resolved by the procedures set forth above or the employee believes he/she has been unjustly discharged, suspended, demoted or had his/her base pay reduced, the employee may file an appeal with the City's Board of Administrative Appeals.~~

~~22.4 Board of Administrative Appeals Procedure~~

~~The employee may be represented by the Union or legal counsel and the City may be represented by whomever the City Manager designates. The City and the Union shall individually bear the expenses incurred in presenting their respective cases. The Board shall conduct the hearing at a mutually convenient time and place. In cases involving discipline only, representatives of the City shall make the initial offer of proof. The Board shall have the right to call and swear witnesses at the request of either party and all witnesses shall be subject to cross-examination.~~

~~A written transcript shall be made of the hearing at the request of either party. Any cost incurred in conducting a hearing, such as the cost of a transcript or meeting place, shall be shared equally by the City and the Union. After both parties have presented their case, the Board may allow oral argument and may accept written briefs. Upon the receipt of all evidence submitted by both sides, the Board shall study the evidence and render a written decision.~~

~~The decision of the Board shall be conclusive and final ten (10) calendar days following its written notice of decision.~~

~~Within ten (10) days of the Board's decision, any member of the City Council or the City Manager may transfer the Board's decision on grievances to the City Council for consideration and a final determination. The decision to have the City Council review such decision shall reside only in members of the City Council and the City Manager. Any decision made by the Board which is not transferred by a City Council member or City Manager within such ten (10) day period shall be deemed final and conclusive.~~

~~Either the City or the employee and/or Union may seek judicial review of a decision of the Board pursuant to section 1094.5 of the Code of Civil Procedures of the State only if the petition for the writ of mandate is filed not later than the ninetieth (90th) day following the date on which the~~

~~challenged decision becomes final.~~

22.3 Referral to City Council

Within ten (10) days of the City Manager's decision or within ten (10) days following the thirty (30) day period the City Manager has to answer the grievance, the employee or Union may appeal to the City Council for consideration. The City Council will have the option to render a decision or abstain from making a decision on the grievance.

22.4 Referral to a Neutral Arbitrator

In the event the grievance or discipline matter is not resolved by the City Council to the satisfaction of the employee or representative, said employee or representative may appeal the decision or abstention of a decision to a neutral arbitrator from the State of California Mediation and Conciliation Service.

The employee or representative shall have ten (10) days following the City Council's decision to notify the City Manager in writing of the intent to appeal the decision. In the event the City Council elects to abstain and not render a decision, the employee or representative will have forty (40) days following the submission of the grievance to City Council to notify the City Manager in writing of the intent to appeal to a neutral arbitrator.

22.5 Neutral Arbitrator Selection

The parties shall select and mutually agree upon a neutral arbitrator from a panel of five (5) names supplied by the State of California Mediation and Conciliation Service.

If mutual selection cannot be made from the list received within five (5) workdays, the parties shall select the neutral arbitrator by alternately striking names until only one name remains. The remaining person shall be designated as the neutral arbitrator.

22.6 Arbitration Fees

The fees and expenses of the arbitrator and court reporter, if used, shall be shared equally by the City and Union. Each party, however, shall bear the cost of its own presentation including, but not limited to, attorney fees, preparation and post-hearing briefs, and expert witness fees, if any.

An employee who chooses to advance a grievance or disciplinary action to arbitration, without benefit of Union representation, shall be required to personally pay all fees and expenses normally assessed to the Union for

arbitration costs. The City may, at its discretion, require the employee to advance the cost of one half of the designated neutral arbitrator's customary fee, as well as court reporter fees, (if used,) at the time the neutral arbitrator is selected. Should an employee choose to retain legal counsel, the employee shall also bear the responsibility for all associated attorney's fees, expert witness fees, and other costs associated with presenting their case to the neutral arbitrator.

22.7 Neutral Arbitration Decision

To the extent permitted by law, the decision of the neutral arbitrator on matters properly before them shall be final and binding on the parties.

The neutral arbitrator shall not entertain, hear, decide, or make recommendations on any dispute that is not a specified grievance as set forth in this Article, (Article 22.)

Furthermore, the neutral arbitrator will only make decisions on disciplinary actions that involve suspension of more than three (3) shifts, salary reduction, demotion, or termination, as set forth in Article 20.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Anthony Morefield, Interim Chief of Police

APPROVED BY: Cornelius Johnson, Interim City Manager

SUBJECT: Recruitment Signing Bonus/Incentives for Qualified Lateral and Academy Graduate Police Officers

RECOMMENDED ACTION

It is recommended that City Council discuss and direct staff regarding modification of the City's recruitment signing bonus/incentive program to include qualified lateral and academy graduate police officers.

FISCAL IMPACT

The estimated fiscal impact will be determined based on modification of the signing bonus/incentives program approved by City Council and by the number of lateral applicants and academy graduates hired. It is anticipated that some of the cost would be covered by salary savings from vacancies.

DISCUSSION

On December 12, 2017, the City Council adopted Resolution No. 2017/131 that approved an employee referral and recruitment signing bonus/incentive program for qualified lateral police officers. Please refer to Attachment A for details of Resolution No. 2017/131 and Exhibit A of this resolution for details of the current signing bonus/incentives for qualified lateral officers.

It is staff's understanding that the City Council would like to discuss signing bonus/incentive programs not only for lateral police officers, but for academy graduates.

ATTACHMENTS

A. Resolution No. 2017/131

RESOLUTION NO. 2017/131

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN EMPLOYEE REFERRAL AND RECRUITMENT SIGNING
BONUS/INCENTIVES FOR QUALIFIED LATERAL POLICE OFFICERS**

WHEREAS, the City Council received a request from the Police Chief at its November 28, 2017 Council Meeting to provide a lateral recruitment and signing bonus program; and

WHEREAS, the City Council voted unanimously at the November 28, 2017 Council Meeting to authorize the program as requested by the Police Chief.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch hereby approves the Police Department to offer the lateral recruitment and signing bonus incentive program as indicated in "Exhibit A" to this Resolution.


* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 12th day of December, 2017, by the following vote:

AYES: Council Members Wilson, Thorpe, Tiscareno, Ogorchock and Mayor Wright

NOES: None

ABSENT: None



ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

(Faint circular seal of the City of Antioch is visible in the background)

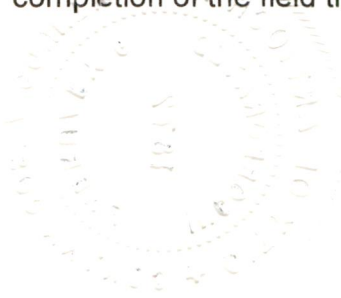
**Program Details for the Antioch Police Department
Employee Referral and Recruitment Signing Bonus/Incentives for
Qualified Lateral Police Officers Guidelines
(Open to all lateral police officers hired after November 25, 2017)**

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

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

The bonus/incentives will consist of the following:

1. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department.
2. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant.
3. Automatic credit of 40 hours vacation upon employment.
4. Signing bonus of \$10,000 with payments in the following increments:
 - a. \$2,500 – upon employment
 - b. \$2,500 – upon successful completion of probation
 - c. \$5,000 – upon three (3) years of service
5. Any current Antioch employee who recruits a lateral officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program.



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Anthony Morefield, Interim Chief of Police

APPROVED BY: Cornelius Johnson, Interim City Manager

SUBJECT: Over Hire of Sworn Police Officers

RECOMMENDED ACTION

It is recommended that City Council discuss and direct staff regarding the over hire of sworn police officers.

FISCAL IMPACT

If the salary savings from expected officer departures is equal to or greater than the salary expenditures on new officers secured via over hiring, then over hiring may not have an immediate impact because salaries paid during the current fiscal year would come from existing salary savings. If sworn police over hiring is implemented, the need for a budget amendment would be evaluated in conjunction with the budget process and subject to City Council's direction to staff.

DISCUSSION

On February 11, 2020, the City Council adopted Resolution No. 2020/22 that authorized the immediate over hiring of sworn police officer's positions by up to six (6) sworn police officers above the current authorized allocated staffing level. The rationale for over hiring some vacancies within the Antioch Police Department were anticipated due to service retirements, medical retirements, and normal attrition. Therefore, staff believed it was prudent to be proactive and begin recruiting prior to the vacancies occurring.

The current authorized allocated staffing level is 115 sworn officers. Staff expects to have vacancies due to the same range of issues described in the above paragraph.

It is staffs understanding that the City Council would like to discuss the over hiring of sworn police officers.

ATTACHMENT

A. Resolution No. 2020/22

RESOLUTION NO. 2020/22

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING IMMEDIATE OVERSTAFFING OF SWORN POLICE OFFICER
POSITIONS BY UP TO SIX (6) SWORN POLICE OFFICERS ABOVE THE CURRENT
AUTHORIZED ALLOCATED STAFFING LEVEL**

WHEREAS, the Antioch Police Department (“APD”) is currently authorized to hire up to 115 sworn officers;

WHEREAS, APD currently has 112 sworn Police Officers and 2 anticipated hires in the recruitment pipeline;

WHEREAS, 114 of the 115 authorized sworn positions are anticipated to be filled by October 12, 2020, leaving only one remaining vacancy;

WHEREAS, there is currently an open recruitment for Police Lieutenant, and the last remaining conditional job offer is being held for the successful applicant of this process meaning that no further conditional job offers can be given at this time;

WHEREAS, some vacancies within the Antioch Police Department are anticipated due to service retirement, medical retirements and normal attrition; and

WHEREAS, staff believes it is prudent not to wait for these positions to become vacant, but instead to be proactive, plan ahead, and work to fill these anticipated vacancies in order to limit and/or eliminate any lapse in police services to the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager or designee to immediately overstaff the Antioch Police Department by up to six (6) sworn Police Officers above the current authorized allocated staffing level of 115 sworn officers.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of February, 2020 by the following vote:

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

NOES: None

ABSENT: None

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

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *725*

SUBJECT: Discussion Item: Formation of the Public Services and Community Resources Department

RECOMMENDED ACTION

It is recommended that the City Council provide direction including the following:

1. Whether staff should prepare an ordinance forming the Public Safety and Community Resources Department; and
2. If so, whether the ordinance should include a Public Safety Manager position or remain silent until later determination.

FISCAL IMPACT

The proposal for the Public Safety and Community Resources Department involves both existing and new staff positions. New staff positions could include the Public Safety and Community Resources Director, Public Safety Manager, Public Safety Coordinator, Youth Coordinator, Community Resource Specialists, Administrative Analysts, and an Executive Assistant. Existing positions moved into the new department include the Youth Services Network Manager, Unhoused Resident Coordinator, and Environmental Resources Administrative Analyst, and CDBG & Housing Consultant. Community Resource Specialists are also expected to have dedicated city vehicles that can be used to perform their work within the City. The Public Safety and Community Resources Department will also require dedication and potential renovation of office space as well as purchase of furniture, supplies, and equipment.

The budget for the Public Safety and Community Resources Department is not under consideration at this meeting. The City Council will have the opportunity to consider the budget for new positions, office space, supplies, and equipment in its upcoming consideration of the fiscal year budget.

DISCUSSION

The Public Safety and Community Resources Department Ad Hoc Committee, consisting of Councilmember Wilson and Councilmember Torres-Walker, met with the City Attorney, City Manager, and several department heads to develop a new ordinance to form the Public Safety and Community Resources Department. The ordinance will include information about the Department's purpose, leadership, divisions, and personnel.

I. FORMATION

- (A) The City Council is considering the formation of a Public Safety and Community Resources Department, which would consist of the following divisions:
- (1) Violence Intervention and Prevention Division
 - (2) Housing and Homelessness Division
 - (3) Youth Services Division
 - (4) Environmental Sustainability and Resilience Division
 - (5) Community Engagement Division
- (B) The Public Safety and Community Resources Department shall be operated under the authority of the Director of Public Safety and Community Resources subject to the direction of the City Manager. The Director of Public Safety and Community Resources shall be responsible for supervision of all of the department's divisions.

II. VIOLENCE INTERVENTION AND PREVENTION DIVISION

The Violence Intervention and Prevention Division works to develop programs that diffuse conflict, interrupt violence, and achieve peace. The division works with community leaders in the various diverse neighborhoods throughout the City to achieve peace by implementing initiatives that provide community-based and trauma-informed responses with a focus on communities that are disproportionately impacted by violence. **[The Violence Intervention and Prevention Division shall be operated under the supervision of the Public Safety Manager, subject to the direction of the Director of Public Safety and Community Resources Director.]**

III. HOUSING AND HOMELESSNESS DIVISION

The Housing and Homelessness Division provides housing and unhoused services to the City's low income and unhoused residents. It is an administrative entity for the unhoused continuum of care that actively works with county, state, and federal governments, local school districts, housing providers, law enforcement and non-profit community-based organizations to develop policies and strategies to address the needs of persons experiencing homelessness and/or housing insecurity. The Housing and Homeless Division works closely with the City's Community Development Block Grant unit, Environmental Sustainability and Resilience division, and housing consultants in soliciting and identifying additional funding.

IV. YOUTH SERVICES DIVISION

The Youth Services Division creates equitable opportunities that uplift the value of youth voice and engage them as influencing members of the City. The division conducts youth-centered programs, events, and opportunities. Its activities work to help youth build positive relationships, gain self-confidence, and meet their personal, educational, vocational, and life goals. Programs address a range of incidental, emotional, and educational barriers that youth face and provide opportunities connect positively with families and other caring and supportive adults in their lives. The division collaborates with school districts, charter schools, non-profit organizations, the police department, faith-based communities, and families. The Youth Services Division shall be operated under the supervision of the Youth Services Network Manager, subject to the direction of the Director of Public Safety and Community Resources.

V. ENVIRONMENTAL SUSTAINABILITY AND RESILIENCE DIVISION

The Environmental Sustainability and Resilience Division manages the City's sustainability programs, including water conservation, climate change and resilience, energy efficiency, pollution, and waste prevention. The division advances partnerships for waste collection, recycling grants, the City's Climate Action and Resilience Plan (CARP), and coordinates with other departments and partner agencies.

VI. COMMUNITY ENGAGEMENT DIVISION

The Community Engagement Division proactively engages with the community to address individual and collective needs through community events, public engagement forums, and district panel discussions. The division works to link residents to resources that resolve community issues. The division collaborates with other divisions in the Public Safety and Community Resources Department on matters concerning violence intervention and prevention, housing and homelessness, youth services, environmental sustainability, and resilience. The division is dedicated to establishing meaningful and sustainable programs that promote diversity, equity, inclusion, and community pride by in creating a sense of belonging for every person.

VII. OFFICERS AND EMPLOYEES

The Public Safety and Community Resources Department shall consist of the Public Safety and Community Resources Director and such other employees with such titles and duties as may from time to time be fixed by resolution of the Council.

VIII. DIRECTOR DUTIES

The duties of the Public Safety and Community Resources Director shall include planning, directing, managing, and overseeing the activities and operations of the Public Safety and Community Resources Department including the Violence Intervention and Prevention Division, the Housing and Homelessness Division, the Youth Services Division, the Environmental Sustainability and Resilience Division, and the Community Engagement Division and such other duties as may be assigned by the City Manager.

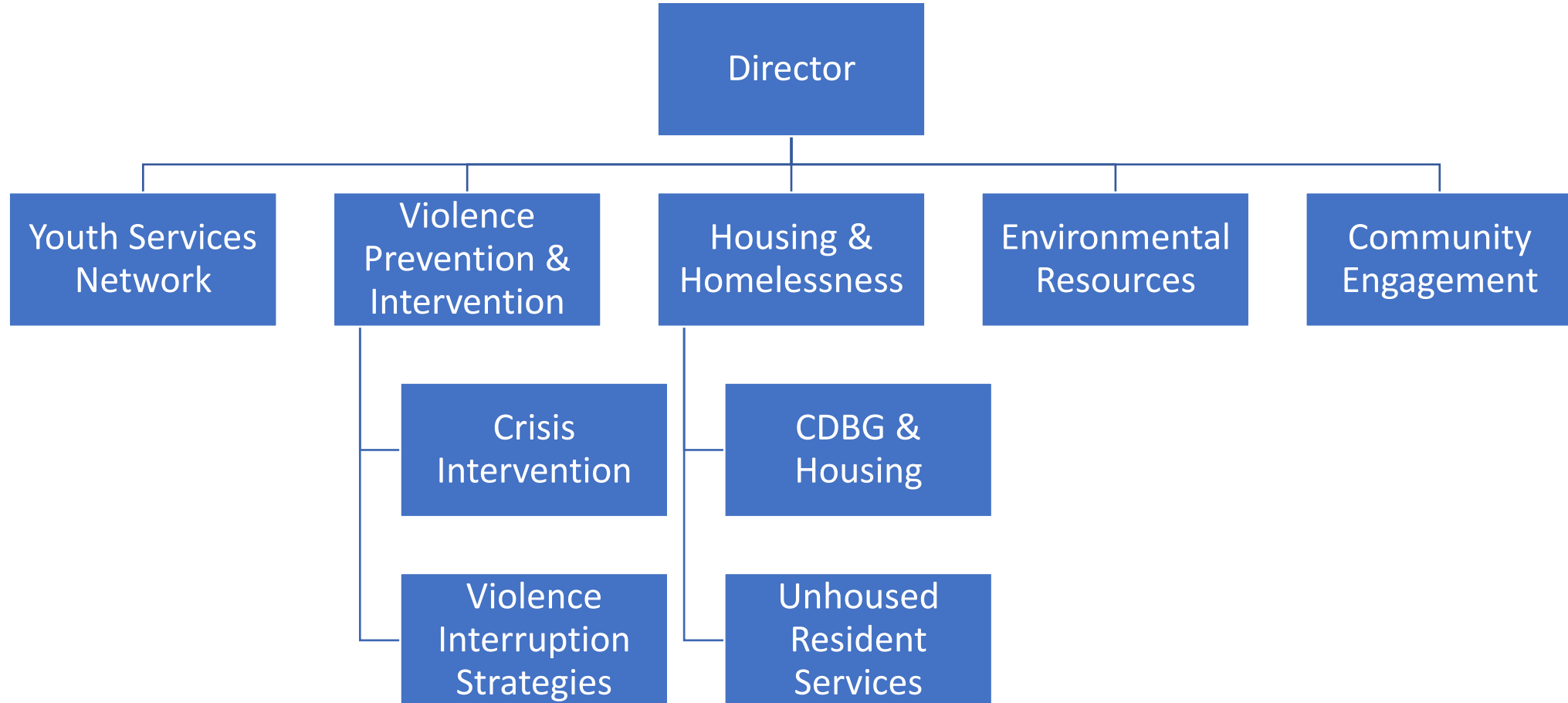
IX. DIRECTOR SALARY

The salary of the Public Safety and Community Resources Director shall be as fixed from time to time by the Council.

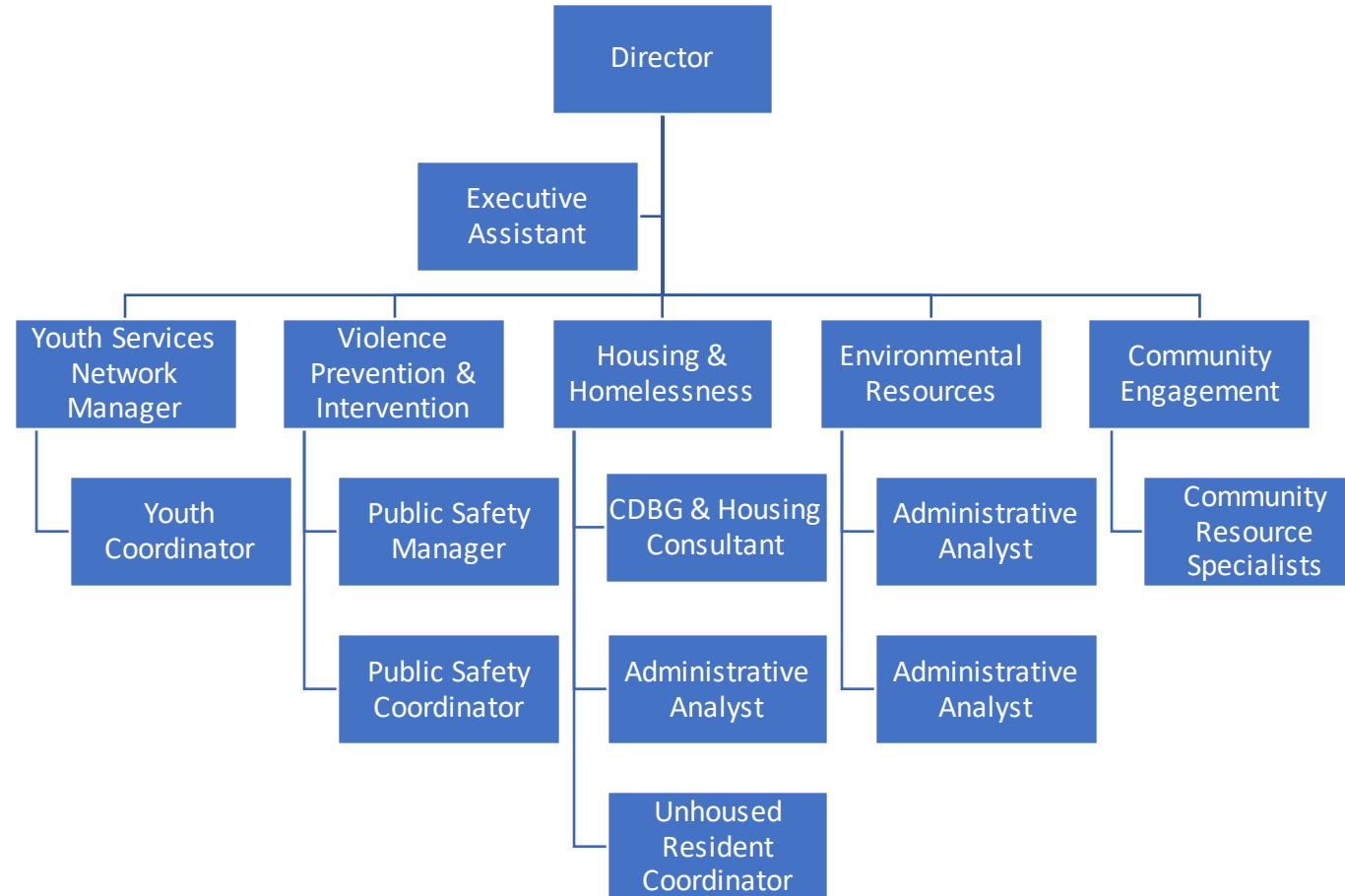
ATTACHMENTS

- A. Draft Organization Chart – Public Safety and Community Resources Department
- B. Draft Staffing Chart – Public Safety and Community Resources Department
- C. Draft Class Specification – Public Safety and Community Resources Director

Public Safety and Community Resources Department Organizational Chart



Public Safety and Community Resources Department Staffing Chart



PUBLIC SAFETY AND COMMUNITY RESOURCES DIRECTOR

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

SUMMARY DESCRIPTION

Under general administrative direction of the City Manager, plans, directs, manages, and oversees the activities and operations of the Public Safety and Community Resources Department including, but not limited to, youth services network; environmental sustainability and resilience; housing and homeless resources; violence intervention and prevention; community engagement; coordinates activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

REPRESENTATIVE DUTIES

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

1. Assume full management responsibility for all Public Safety and Community Resources Department services and activities including youth services network; environmental sustainability and resilience; housing and homeless resources; violence intervention and prevention; and community engagement.
2. Create, recommend, implement and administer departmental policies and procedures, goals, objectives, and priorities for each assigned service area.
3. Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Assess and monitor work-load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
5. Plan, direct, and coordinate, through assigned staff, the Public Safety and Community Resource Department's goals and objectives; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
6. Develops, implements, and maintains management systems, procedures and standards for program evaluation; monitors developments related to City community response services; evaluates the impact of various City services on City operations; analyzes data and composes reports that include program evaluation results that are presented to the City Manager and City Council.
7. Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

CITY OF ANTIOCH
COMMUNITY RESOURCES & PUBLIC SAFETY DIRECTOR (CONTINUED)

8. Administers, directs, and recommends the Department's annual operating budget; develops and monitors grant funded programs; analyzes fiscal data to identify ad project resource needs; obtains needed resources; approve the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures and implement budgetary adjustments as appropriate and necessary.
9. Prepare Requests for Proposals; administer agreements for consulting services; conduct research and prepare reports.
10. Initiate or conduct special studies as assigned and prepare reports with recommendations for appropriate action.
11. Prepare and present staff reports and other necessary correspondence.
12. Coordinates with other departments, elected officials, federal, state, county, local, Community-Based Organizations, private and non-governmental safety or healthcare agencies to develop community response initiatives, plans and programs related to behavioral health, environmental sustainability, services for the unhoused community, community engagement, youth services, violence intervention and prevention, etc..
13. Attends and participates in a variety of boards, commissions, committees, and professional group meetings; maintains awareness of new trends and developments in the field related to public safety and community resources; incorporates new developments as appropriate.
14. Develops community knowledge and builds partnerships and coalitions that will identify the Department as a community focal point
15. Respond to and resolve difficult and sensitive citizen inquiries and complaints in a professional manner and take necessary corrective action.
16. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Principles and practices of modern public administration and management including planning, organizing, staffing, directing and evaluating programs, policies, and operational needs.
- Principles and practices of crisis intervention, conflict resolution, counseling and social service programs related to youth development, unhoused community, violence intervention and prevention.
- Advanced principles and practices of program development, implementation and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Implement, manage and direct comprehensive community programs.

CITY OF ANTIOCH
COMMUNITY RESOURCES & PUBLIC SAFETY DIRECTOR (CONTINUED)

- Perform difficult work that requires the ability to reason and solve complex problems.
- Develop and administer departmental goals, objectives, and procedures.
- Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Identify and respond to sensitive community and organizational issues, concerns, and needs.
- Plan, organize, direct, and coordinate the work of staff.
- Delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Properly interpret and make decisions in accordance with appropriate laws, regulations and policies.
- Maintain liaison with various private and public agencies and deal successfully with the public and other interested groups.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Interpret and apply applicable federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university in public administration, business administration, social work, public health, health sciences, psychology, sociology, health services administration, public safety or a related field. A Master's degree is highly desirable.

Experience:

Six years of increasingly responsible experience in human services, social work, community engagement, environmental science, public safety, including three years of management and administrative responsibility.

License or Certificate:

Possession of, an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting with occasional travel from site to site.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and in a field environment; to walk, run, stand, or climb on slippery even or uneven, and paved or unpaved surfaces; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand

CITY OF ANTIOCH
COMMUNITY RESOURCES & PUBLIC SAFETY DIRECTOR (CONTINUED)

movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

Created: February 2022


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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Tentative Agreement between the City of Antioch and the Management Unit for the Period of October 1, 2021 – September 30, 2025

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Management Unit; and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

FISCAL IMPACT

The estimated fiscal impact of the Management Unit Tentative Agreement for FY2021/22 is \$118,270.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and the Management Unit covered the period of October 1, 2016 – September 30, 2021. Representatives of the City and the Management Unit have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

Highlighted terms of the first year of the Tentative Agreement are:

- Four-year contract ending September 30, 2025.

- Effective the first full pay period after October 1, 2021, salaries for all classifications represented by the Management Bargaining Unit shall be increased by 4%.
- Effective January 1, 2023, the City shall contribute 100% of the Kaiser rate to the Flexible Benefits plan.
- The City is willing to participate in the appropriate election process to allow for this bargaining unit to participate in California State Disability Insurance (SDI). The City will contact the Employment Development Department of the State of California to request an SDI election for the Management Bargaining Unit.
- The addition of Juneteenth as a recognized City Holiday and one additional floating holiday.

Please refer to Exhibit 1 to the Resolution for the detail of the Tentative Agreement.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

RESOLUTION NO. 2022/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1, 2021 –
SEPTEMBER 30, 2025**

WHEREAS, the City and the Management Unit had a Memorandum of Understanding covering the period of October 1, 2016 – September 30, 2021;

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

WHEREAS, representatives of the City and the Management Unit reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2021 through September 30, 2025.

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

Section 1. The Tentative Agreement between the City of Antioch and the Management Unit for the period of October 1, 2021 – September 30, 2025, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The City Manager or designee is authorized to amend the FY2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**City of Antioch and Management Unit
MOU Negotiations 2021-22**

**Comprehensive Tentative Agreement
April 14, 2022**

The City and the Management Unit have met and conferred in good faith and have reached agreement on the following terms to be incorporated into the successor MOU. All proposals not specifically identified below are deemed withdrawn. It is understood and agreed that this comprehensive tentative agreement represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to final approval by the City Council).

1. Term of Agreement: 4-year agreement (10/1/2021 through 9/30/2025)
2. Equity Adjustments: As agreed in the Side Letter Agreement signed 1/28/2022
3. Cost of Living Adjustments:
 - Effective the first full pay period after October 1, 2021, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2022, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2023, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2024, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
4. Short-Term Disability Insurance (SDI): The following language will be added to the MOU:

“The City is willing to participate in the appropriate election process to allow for this bargaining unit to participate in California State Disability Insurance (SDI). The City will contact the Employment Development Department of the State of California to request a SDI election for the Management bargaining unit.

If the bargaining unit votes to participate in SDI, the City will integrate sick leave with California State Disability Insurance (SDI) benefits. The integration of sick leave with SDI will not exceed an employee's normal daily wage.”
5. Flexible Benefits Plan:
 - 2.H.2. Effective January 1, 2023, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:
 1. For each employee who is eligible for employee only medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser single rate and per month.
 2. For each employee who is eligible for two (2) party medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser two (2) party rate per month.
 3. For each employee who is eligible for family medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser family rate per month.
 4. In addition to the City contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to the 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party or family).
 - 2.H.3.c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of

the unused money going to the employee as wages or deposited into a deferred compensation account each month and one-half (1/2) of the money reverting to the City.

5. Holidays: Add Juneteenth (June 19th) to the list of City observed holidays in Section 4.A. Add one additional floating holiday to Section 4.B (for a total of three floating holidays).

For the City:

[Signature]

For the Management Unit:

Monserret Cabral
[Signature]

Date: 4/20/2022


Date: 4/20/22

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Tentative Agreement between the City of Antioch and the Treatment Plant Employees' Association for the Period of October 1, 2021 – September 30, 2025

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Treatment Plant Employees Association (TPEA); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

FISCAL IMPACT

The estimated fiscal impact of the Treatment Plant Employees' Association (TPEA) Tentative Agreement for FY2021/22 is \$60,185.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and TPEA covered the period of October 1, 2016 – September 30, 2021. Representatives of the City and TPEA have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

Highlighted terms of the first year of the Tentative Agreement are:

- Four-year contract ending September 30, 2025.

- Effective the first full pay period after October 1, 2021, salaries for all classifications represented by the Management Bargaining Unit shall be increased by 4%.
- Effective January 1, 2023, the City shall contribute 100% of the Kaiser rate to the Flexible Benefits plan.
- The City shall contribute \$50.00 per month into deferred compensation for each bargaining unit member. Employees are eligible to receive an additional \$25.00 per month as a matching contribution for a total of \$75.00.
- TPEA represented employees possessing a State of California water distribution certification of grade D-3 or higher shall receive an additional \$500 per month as certification pay.
- Annual allowance for safety shoes increases from \$250 to \$350.
- In unusual circumstances or when bereavement services will be held more than 500 miles from the City of Antioch, up to seven (7) days of Funeral Leave may be approved by the City Manager.
- The addition of Martin Luther King Jr.'s birthday and Juneteenth as a recognized City Holidays.

Please refer to Exhibit 1 to the Resolution for the detail of the Tentative Agreement.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

RESOLUTION NO. 2022/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE TREATMENT PLANT EMPLOYEES' ASSOCIATION FOR THE PERIOD OF
OCTOBER 1, 2021 – SEPTEMBER 30, 2025**

WHEREAS, the City and the Treatment Plant Employees' Association had a Memorandum of Understanding covering the period of October 1, 2016 – September 30, 2021;

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

WHEREAS, representatives of the City and the Treatment Plant Employees' Association reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2021 through September 30, 2025.

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

Section 1. The Tentative Agreement between the City of Antioch and the Treatment Plant Employees' Association for the period of October 1, 2021 – September 30, 2025, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The City Manager or designee is authorized to amend the FY2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of April, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**City of Antioch and TPEA
MOU Negotiations 2021-22**

**Comprehensive Tentative Agreement
April 20, 2022**

The City and the TPEA have met and conferred in good faith and have reached agreement on the following terms to be incorporated into the successor MOU. All proposals not specifically identified below are deemed withdrawn. It is understood and agreed that this comprehensive tentative agreement represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to final approval by the City Council).

1. Term of Agreement: 4-year agreement (10/1/2021 through 9/30/2025)
2. Cost of Living Adjustments:
 - Effective the first full pay period after October 1, 2021, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2022, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2023, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2024, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
3. Holidays: Add Martin Luther King Jr.'s birthday (3rd Monday in January) and Juneteenth (June 19th) to the list of City observed holidays in Section 13.1.A.
4. Deferred Compensation: Add the following language to Article 12 of the MOU:
"The City shall contribute \$50.00 per month into deferred compensation for each bargaining unit member. Employees are eligible to receive an additional \$25.00 per month as a matching contribution, for a total of \$75.00."
5. Certification Pay: Effective the first full pay period after October 1, 2021, any TPEA-represented employee possessing a State of California water distribution certification of grade D-3 or higher shall receive an additional \$500/month as certification pay.
6. Boot Allowance: City to increase the annual allowance for safety shoes in Article 24.1 from \$250 to \$350.
7. Bereavement: In unusual circumstances or when services will be held more than 500 miles from the City of Antioch, up to ~~five (5)~~ seven (7) days of Funeral Leave may be approved by the City Manager.
8. Flexible Benefits Plan:
Effective January 1, 2023, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:
 1. For each employee who is eligible for employee only medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser single rate and per month.
 2. For each employee who is eligible for two (2) party medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser two (2) party rate per month.
 3. For each employee who is eligible for family medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser family rate per month.

4. In addition to the City contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to the 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party or family).
9. Equity Adjustments: As agreed in the Side Letter Agreement signed 3/30/2022.

For the City:

Pfeiffer

For the TPEA:

Ben Woodson
Shirley L. Fisher
Brian Connelly
Steve Callahan by G.J.

Date: 4/20/2022

Date: 4-20-2022