



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

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

Date: Tuesday, December 8, 2020

Time: 7:00 P.M. – Regular Meeting

Place: The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease, is making Antioch City Council meetings available via Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov).

If you wish to make a public comment, you may do so any of the following ways: **(1)** by filling out an online speaker card, located at https://www.antiochca.gov/speaker_card, **(2)** by emailing the City Clerk prior to or during the meeting at cityclerk@ci.antioch.ca.us, or **(3)** by dialing **(925) 776-3057** during the meeting.

The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you are strongly encouraged to submit your comments in writing in advance of the meeting.

Sean Wright, Mayor
Joyann Motts, Mayor Pro Tem
Monica E. Wilson, Council Member
Lamar Thorpe, Council Member
Lori Ogorchock, Council Member

Arne Simonsen, MMC, City Clerk
James D. Davis, City Treasurer

Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney

NEW CITY ELECTED OFFICIALS

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

Elizabeth Householder, City Clerk
Lauren Posada, City Treasurer

Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney

Online Viewing: <https://www.antiochca.gov/government/city-council-meetings/>

Electronic Agenda Packet: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>

SPEAKERS' RULES

IMPORTANT NOTICE REGARDING THIS MEETING: To protect our residents, officials, and staff, and aligned with the Governor's Executive Order N-29-20, certain teleconference requirements of the Brown Act have been suspended, including the requirement to provide a physical location for members of the public to participate in the meeting.

Members of the public seeking to observe the meeting may do so at https://www.antiochca.gov/live_stream, on Comcast Channel 24, or AT&T U-Verse Channel 99.

Members of the public wishing to provide public comment may do so in the following ways (#2 pertains to the Zoom Webinar):

1. Fill out an online speaker card located at: https://www.antiochca.gov/speaker_card.
2. Provide oral public comments during the meeting by clicking the following link to register in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>
 - You will be asked to enter an email address and a name. Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting.
 - When the Mayor announces public comments, click the "raise hand" feature in Zoom. For instructions on using the "raise hand" feature in Zoom, visit: https://www.antiochca.gov/raise_hand.
3. Email comments to cityclerk@ci.antioch.ca.us **prior** to the Mayor announcing that public comment is closed, and the comment will be read into the record at the meeting (350 words maximum, up to 3 minutes, at the discretion of the Mayor). **IMPORTANT:** Identify the agenda item in the subject line of your email if the comment is for Announcement of Community Events, General Comment, or a specific Agenda Item number. All emails received will be entered into the record for the meeting.

Speakers will be notified shortly before they are called to speak.

- When called to speak, please limit your comments to the time allotted (350 words, up to 3 minutes, at the discretion of the Mayor).

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 Council meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. We will try to make this determination around 10:00 p.m. It is the goal of the City Council to stop discussing agenda items no later than 11:00 p.m.

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.

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. To address the Council, fill out a Speaker Request form online at https://www.antiochca.gov/speaker_card. See the Speakers' Rules on the inside cover of this Agenda. The Council can only take action on items that are listed on the agenda. Comments regarding matters not on this Agenda, may be addressed during the "Public Comments" section.

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

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *PARKS AND RECREATION COMMISSION*
- *SALES TAX CITIZENS' OVERSIGHT COMMITTEE*

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

1. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 24, 2020

Approved, 5/0

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

CONSENT CALENDAR – Continued

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

C. RESOLUTION APPROVING ONE-YEAR EXTENSION OF CONTRACT FOR PROFESSIONAL AUDITING SERVICES FOR THE FISCAL YEAR ENDED JUNE 30, 2021 WITH BADAWI & ASSOCIATES, CPA'S

Reso. No 2020/178 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving a one-year extension of the contract for professional auditing services with Badawi & Associates, CPA's for the audit of fiscal year ended June 30, 2021.

D. RESOLUTION AMENDING THE FISCAL YEAR 2020/21 BUDGET

Reso. No 2020/179 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution amending the fiscal year 2020/21 budget.

E. AB 1600 DEVELOPMENT IMPACT FEE REPORT

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive the Fiscal Year (FY) 2019/20 Annual Report of Development Impact Fees.

F. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE ANTIOCH UNIFIED SCHOOL DISTRICT ("AUSD") TO SUPPORT DISTANCE LEARNING

Reso. No 2020/180 adopted, 5/0

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

- 1) Approving an agreement between the City of Antioch and the Antioch Unified School District ("AUSD") in an amount not to exceed \$66,000, authorizing equipment and service charges for 846 mobile hotspots for AUSD students in the City of Antioch during the COVID-19 pandemic; and
- 2) Authorizing the City Manager to execute such agreement provided that the terms, conditions, and form of the agreement are acceptable to the City Manager and the City Attorney.

CONSENT CALENDAR – Continued

- G. EMERGENCY DECLARATION AND AWARD OF AGREEMENT WITH PEARSON EXPLORATION FOR EMERGENCY MITIGATION AND REPAIRS TO THE WATER TANK HILLSIDE EROSION AT THE WATER TREATMENT PLANT**

Reso. No 2020/181 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution declaring an emergency and approving the agreement with Pearson Exploration for emergency mitigation and repairs to the water tank hillside erosion at the Water Treatment Plant in an amount not to exceed \$114,800. (Four-fifths (4/5) vote is required).

PUBLIC HEARING

- 2. COOKIES CANNABIS DISPENSARY (UP-19-14) (Continued from 11/24/20)**

Reso. No 2020/182 adopted as amended, 5/0

Recommended Action: It is recommended that the City Council consider the Planning Commission's recommendation to adopt the resolution to approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery subject to the conditions contained in the resolution.

COUNCIL REGULAR AGENDA

- 3. RESOLUTION TO APPROVE OPERATING AGREEMENT WITH CANNABIS BUSINESS OPERATOR BAKERY ANTIOCH I, INC. (COOKIES DISPENSARY)**

Reso. No 2020/183 adopted, 5/0

Recommended Action: It is recommended that the City Council consider adopting the resolution to approve the operating agreement for the cannabis business operator Bakery Antioch I, Inc. (Cookies Dispensary).

- 4. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA COUNTY OF BALLOTS CAST IN THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020**

Reso. No 2020/184 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution confirming the certified results of the November 3, 2020 General Municipal Election.

PRESENTATION to outgoing Elected Officials

OATHS OF OFFICE FOR NEWLY ELECTED COUNCIL

- Mayor – Lamar Thorpe
- Council Member District 1 – Tamisha Torres-Walker
- Council Member District 2 – Michael Barbanica
- Council Member District 3 – Lori Ogorchock
- Council Member District 4 – Monica E. Wilson
- City Treasurer – Lauren Posada
- City Clerk – Elizabeth Householder

ROLL CALL for New Council – ***Council Members Torres-Walker, Barbanica, Ogorchock, Wilson, and Mayor Thorpe***

MAYOR AND COUNCIL COMMUNICATIONS / COMMENTS

5. COUNCIL REORGANIZATION – SELECTION OF MAYOR PRO TEMPORE

Monica Wilson, Approved, 5/0

Recommended Action: It is recommended that the City Council select the Mayor Pro Tempore.

6. CITY COUNCIL APPOINTMENTS TO COUNCIL COMMITTEES AND OTHER ENTITIES

["Exhibit 1" Appointments Attached]

Recommended Action: It is recommended that the City Council review and discuss the City Council Committees and Appointments. Mayor Thorpe will be making new appointments for City Council approval by majority vote to be acted upon as follows:

Approved, 4/0/1 (Thorpe abstained)

1) Motion to approve all appointments for Mayor Thorpe,

Approved, 4/0/1 (Wilson abstained)

2) Motion to approve all appointments for Council Member District 4 – Wilson.

Approved, 4/0/1 (Barbanica abstained)

3) Motion to approve all appointments for Council Member District 2 – Barbanica,

Approved, 4/0/1 (Torres-Walker abstained)

4) Motion to approve all appointments for Council Member District 1 – Torres-Walker; and

Approved, 4/0/1 (Ogorchock abstained)

5) Motion to approve all appointments for Council Member District 3 – Ogorchock.

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.*
Motion to adjourn meeting at 9:31p.m., 5/0

CITY OF ANTIOCH

Council Appointments		
December 2020 to December 2022		
COMMITTEE	REPRESENTATIVES	COMMITTEE INFORMATION
ABAG (Association of Bay Area Govmt)	Council Member Torres-Walker Council Member Ogorchock	General Assembly- once a year
Chamber of Commerce Liaison	Council Member Ogorchock	2nd Thursday of month, 8:00 A.M. Chamber Conference Room
Community Advisory Board- SF Bay Water Emergency Transit Authority	Council Member Torres-Walker	TBD
Delta Diablo	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	2nd Wednesday of month, 4:30 P.M., 2500 Pittsburg/Antioch Highway
East Bay Division (League of California Cities)	Council Member Barbanica	3rd Thursday of month, 6:00 P.M. Rotates between Contra Costa and Alameda Counties
TRANSPLAN	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East Contra Costa Regional Fee and Financing Authority (ECCRFA)	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
State Route 4 By-Pass Authority	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East County Water Management Association	Council Member Barbanica	As needed, 2-3 times per year
Tri Delta Board of Directors Eastern Contra Costa Transit Authority	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	4th Wednesday of month, 4:00 P.M., Tri Delta Transit, 801 Wilbur Ave
Northeast Antioch Annexation	Council Member Ogorchock	As needed
Mayors' Conference	Mayor Thorpe Mayor Pro Tem Wilson (alt.)	1st Thursday of month, 6:30 P.M. Rotates between cities of Contra Costa County

CITY OF ANTIOCH

Council Committee Assignments

Community Development Block Grant (CDBG) Committee	Council Member Barbanica Council Member Torres-Walker	Standing Committee- As needed Community Development Dept. to develop agenda and handle noticing
Lone Tree Golf Course Committee	Mayor Pro Tem Wilson Council Member Ogorchock	Standing Committee: As needed Parks and Recreation Dept. to develop agenda and handle noticing
City/School Committee	<i>TBD</i>	Standing Committee: As needed City Manager's Office to develop agenda and handle noticing
Cannabis Committee	Mayor Thorpe Mayor Pro Tem Wilson	Standing Committee: As needed City Attorney's Office to develop agenda and handle noticing
Waterfront Revitalization Committee	Mayor Pro Tem Wilson Council Member Torres-Walker	Standing Committee: As needed City Manager's Office to develop agenda and handle noticing

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 the dates listed below**. Applications are available at <https://www.antiochca.gov/#>.

EXTENDED DEADLINE DATE: 12/11/2020

➤ ***PARKS AND RECREATION COMMISSION***

EXTENDED DEADLINE DATE: 01/06/2021

➤ ***SALES TAX CITIZENS' OVERSIGHT COMMITTEE***

Your interest and desire to serve our community is appreciated.

PARKS AND RECREATION COMMISSION

(Extended Deadline date: 12/11/20)

Two (2) Commissioners, 4-year term vacancies, expiring March 2024

- Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions.
- Must be a resident of the City of Antioch.
- Surveying all current and future public and private recreation facilities.
- Recommend coordinated recreation programs for the City.
- Survey current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.
- 7 member board – 4 year terms. These terms expire March 2024.
- Meetings are held the third Thursday of every month at 7:00 p.m.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE

(Extended Deadline date: 01/06/2021)

Three (3) Committee Members, 4-year term vacancies, expiring March 2024

One (1) Committee Member, partial-term vacancy, expiring March 2022

- 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".

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

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

**November 24, 2020
Meeting Conducted Remotely**

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology. Anyone wishing to make a public comment, may do so any of the following ways: (1) by filling out an online speaker card, located at https://www.antiochca.gov/speaker_card, (2) by emailing the City Clerk prior to or during the meeting at cityclerk@ci.antioch.ca.us or (3) by dialing (925) 776-3057 during the meeting.

6:00 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session is authorized by California Government Code section 54957.6: Agency designated representatives: Katie Kaneko, City Manager Ron Bernal, Administrative Services Director Nickie Mastay; Employee organization: All bargaining units.
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** Initiation of Litigation pursuant to Government Code section 54956.9(c): 1 case.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action; and, **#2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, no reportable action.

REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 2 FROM THE OCTOBER 13, 2020, REGULAR CITY COUNCIL MEETING: Vance Gattis v. City of Antioch, United States District Court of Northern California Case No. 3:20-cv-02693-EMC.

City Attorney Smith reported the City Council had been in Closed Session on October 13, 2020 and gave the following report: **REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 2 FROM THE OCTOBER 13, 2020, REGULAR CITY COUNCIL MEETING:** Vance Gattis v. City of Antioch, United States District Court of Northern California Case No. 3:20-cv-02693-EMC, by a 5/0 vote Council unanimously authorized City Attorney Smith to settle the case for a total of \$29,000.

Mayor Wright called the meeting to order at 7:00 P.M., and City Clerk Simonsen called the roll for the City Council including the City Council acting as Housing Successor to the Antioch Development Agency and the Antioch Public Financing Authority.

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

PLEDGE OF ALLEGIANCE

Mayor Wright led the Council and audience in the Pledge of Allegiance.

REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 2 FROM THE OCTOBER 13, 2020, REGULAR CITY COUNCIL MEETING: Vance Gattis v. City of Antioch, United States District Court of Northern California Case No. 3:20-cv-02693-EMC.

This item was moved to the beginning of the meeting and included when City Attorney Smith reported out Closed Session.

On motion by Mayor Wright, seconded by Councilmember Ogorchock the City Council unanimously suspended the rules and moved the Presentation to be heard as the next order of business.

PRESENTATION

Senator Glazer thanked the City for allowing him to provide a Legislative Update. He stated he appreciated working with Mayor Wright, Councilmember Motts, and City Clerk Simonsen for contributing so much to the community and noted that he looked forward to working with them as they served in a new capacity. He spoke to Antioch's accomplishments and recognized everyone involved for facilitating those efforts. He discussed the negative impacts of COVID-19 and encouraged everyone to limit exposure. He offered his assistance to anyone having issues with the Employment Development Department. He discussed legislative priorities for 2021 and stated he looked forward to partnering with the City of Antioch.

In response to Council, Senator Glazer discussed legislation related to mental health and homelessness. He recognized Councilmember Wilson and Motts for their leadership on these issues.

Mayor Wright thanked Senator Glazer for the presentation and stated he looked forward to continuing to work with him in a different capacity.

Senator Glazer encouraged Mayor Wright to stay involved. He announced that East County District Representative Susannah Meyer was an incredible resource for the community.

1. PROCLAMATION

Homelessness Awareness Month, November 2020

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

CDBG/Housing Consultant House representing the Council on Homelessness for Contra Costa County, Healthcare for the Homeless Board and Federal Emergency Shelter Program Local Board of the United Way of the Bay Area, thanked the City Council for the *Homelessness Awareness Month* proclamation.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS – None

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Parks and Recreation Commission: Two (2) vacancies; deadline date is December 11, 2020
- Sales Tax Citizens' Oversight Committee: Four (4) vacancies; deadline date is December 4, 2020
- Planning Commission: One (1) vacancy; deadline date is December 4, 2020

He reported applications would be available online at the City's website and could be submitted to the City Clerk's office by email at cityclerk@ci.antioch.ca.us.

PUBLIC COMMENTS

The following public comments were read into the record by Administrative Services Director Mastay.

Marvin Artobern, Antioch resident, provided written comment stating that he would like to introduce emergency law in Antioch to fight crimes of mind control.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Andrew Becker, Antioch Community Kitchen, spoke in support of the City providing bridge housing opportunities to support unhoused residents in Antioch.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Wilson reported on her attendance at the Tri Delta Transit and Waterfront Committee meetings.

Councilmember Ogorchock announced the New Mayors and Councilmembers Academy for the League of California Cities would be taking place on zoom in January and she encouraged all Councilmembers to participate.

Councilmember Motts reported on her attendance at the Waterfront Committee meeting.

MAYOR'S COMMENTS

Mayor Wright stated during this time of Thanksgiving he was giving his gratitude to City staff for their hard work on behalf of the City of Antioch.

PRESENTATION

By previous action of the Council, this item was moved to the beginning of the Agenda after the Pledge of Allegiance.

2. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency/Antioch Public Financing Authority**
 - A. **APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 10, 2020**
 - B. **APPROVAL OF COUNCIL WARRANTS**
 - C. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - D. **RESOLUTION NO. 2020/168 OF SUPPORT FOR A TRANSPORTATION DEVELOPMENT ACT GRANT FOR THE PEDESTRIAN SAFETY IMPROVEMENTS, PHASE II (P.W. 124-2)**
 - E. **RESOLUTION APPROVING AN AGREEMENT WITH MIRACLE PLAY SYSTEMS, INC. FOR JACOBSEN AND MARCHETTI PARK RENOVATION CIP PROJECT (P.W. 7946)**
 - F. **RESOLUTION NO. 2020/169 APPROVING AN AGREEMENT WITH INTERWEST GROUP FOR DEVELOPMENT AND TRAFFIC ENGINEERING SERVICES**

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously approved the Council Consent Calendar with the exception of item E, which was removed for further discussion.

Item E – City Manager Bernal introduced Item E. In response to Councilmember Ogorchock, Director of Public Works/City Engineer Samuelson explained that this park would meet the requirements for being an all-access park; however, it would not meet the requirements for an all-abilities or all-inclusive park.

Councilmember Ogorchock stated all children should be able to play at any of the parks being developed and she asked that the City provide the necessary requirements to meet those standards.

Director of Public Works/City Engineer Samuelson responded that Miracle Play Systems had all-inclusive play equipment and if Council provided direction to proceed with an all-inclusive

playground, the size and location of the playground structure would need to be extended, which would increase the cost of the project.

Councilmember Thorpe speaking to the following motion clarified that the motion was being made with direction to staff to come back to Council with an all-abilities playground project and a policy for Council to consider regarding the future of play structures.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously postponed Item E.

PUBLIC HEARING

3. COOKIES CANNABIS DISPENSARY (UP-19-14)

City Manager Bernal introduced Public Hearing Item #3.

Contract Planner Valente announced that the applicant was requesting Council continue this item until the December 8, 2020 City Council meeting to have the Use Permit on the same agenda as their proposed Operating Agreement.

Mayor Wright opened the public hearing. No members of the public requested to speak.

Councilmember Ogorchock requested minutes for the Cannabis Ad Hoc and Standing Committee meetings previous to November 25, 2020, be provided to Council when this item returned on December 8, 2020.

On motion by Councilmember Motts, seconded by Councilmember Ogorchock, the City Council unanimously continued Public Hearing item #3 to December 8, 2020.

COUNCIL REGULAR AGENDA

4. PUBLIC HEARING TO REVIEW THE CDBG-CV3 CARES FUND RECOMMENDATIONS AND SUBSTANTIAL AMENDMENT TO 2020-21 ACTION PLAN FOR EXPENDING FEDERAL CDBG AND CDBG-CV AND LOCAL HOUSING SUCCESSOR FUNDING (Continued from 11/10/20)

City Manager Bernal introduced Regular Agenda Item #4.

CDBG Housing Consultant House presented the staff report dated November 24 recommending 1) City Council hear final public comment and adopt the resolution approving the Substantial Amendment to the Fiscal Year 2020-21 Action Plan for Federal CDBG and CDBG-CV3 Funds and authorizing the City Manager or designee to make the necessary Fiscal Year 2020-21 Budget Adjustments for the approved funding in the Action Plan; and, 2) The City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding

recommendations of the CDBG subcommittee and adopt the Resolution approving Housing Successor Funding for homeless services outlined in the 2020-21 Action Plan and authorizing the City Manager or designee to make the necessary Fiscal Year 2020-21 Budget Adjustments for the approved funding in the Action Plan.

Councilmember Thorpe thanked CDBG/Housing Consultant House and the CDBG Committee for focusing on COVID-19 response.

In response to Councilmember Thorpe, City Clerk Simonsen explained that Council reformed appointments to the Standing committees and that list was published and posted on the bulletin board at City Hall and at the City Clerk's office. He noted that the City Clerk's office did not provide minutes support for Standing Committees. He further noted Council was to report out any actions of the subcommittees. He explained that two members of Council on a committee did not meet the criteria for publishing.

Councilmember Thorpe expressed concern that there were no minutes or agendas for the CDBG Committee, and he hoped that in the future they be posted on the City's website.

A motion was made by Councilmember Ogorchock and seconded by Councilmember Motts, to approve staff recommendations. The motion was withdrawn by the first and second to receive public comment.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Christine Clark, representing East County Regional Group, Jose Cordon, Reetu Mody representing the Tenants' Rights Team at Centro Legal de la Raza, Kristi Laughlin representing East Bay Alliance for a Sustainable Economy (EBASE) and Raise the Roof Coalition, Alex Werth representing East Bay Housing Organizations, spoke in support of the City Council allocating the CDBG funds for tenant legal services.

The following public comments were read into the record by Administrative Services Director Mastay.

William Davis-Watkins, Taylor Sims representing Lift Up Contra Costa, Hector Melvito representing Ensuring Opportunity Campaign and Raise the Roof Coalition, and Tamisha Walker provided written comment in support of the City Council allocating the CDBG funds for tenant legal services.

RESOLUTION NO. 2020/170

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adopted the resolution approving the Substantial Amendment to the Fiscal Year 2020-21 Action Plan for Federal CDBG and CDBG-CV3 Funds and authorizing the City

Manager or designee to make the necessary Fiscal Year 2020-21 Budget Adjustments for the approved funding in the Action Plan.

RESOLUTION NO. 2020/171

On motion by Agency Member Ogorchock, seconded by Agency Member Thorpe, the City of Antioch as the Housing Successor to the Antioch Development Agency unanimously approved the funding recommendations of the CDBG subcommittee and adopted the Resolution approving Housing Successor Funding for homeless services outlined in the 2020-21 Action Plan and authorized the City Manager or designee to make the necessary Fiscal Year 2020-21 Budget Adjustments for the approved funding in the Action Plan.

5. RESOLUTIONS APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING TO THE 2020/21 FISCAL YEAR BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2020/21 FISCAL YEAR BUDGET

City Manager Bernal introduced Regular Agenda Item #5.

Finance Director Merchant presented the staff report dated November 24, 2020 recommending the City Council adopt the following resolutions: 1) Resolution of the City Council of the City of Antioch Appropriating Expenditures for Encumbrances and Project Budgets outstanding to the 2020/21 Fiscal Year Budget and approving other amendments to the 2020/21 Fiscal Year Budget; 2) Resolution of the Antioch Public Financing Authority approving amendments to the 2020/21 Fiscal Year Budget; and 3) Resolution of the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency approving amendments to the 2020/21 Fiscal Year Budget.

RESOLUTION NO. 2020/172

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock the City Council unanimously adopted the resolution of the City Council of the City of Antioch Appropriating Expenditures for Encumbrances and Project Budgets outstanding to the 2020/21 Fiscal Year Budget and approving other amendments to the 2020/21 Fiscal Year Budget.

RESOLUTION NO. 2020/173

On motion by Authority Member Thorpe, seconded by Authority Member Ogorchock, the Antioch Public Financing Authority unanimously adopted the resolution of the Antioch Public Financing Authority approving amendments to the 2020/21 Fiscal Year Budget.

SA RESOLUTION NO. 2020/34

On motion by Agency Member Thorpe, seconded by Agency Member Ogorchock, the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency

unanimously adopted the resolution of the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency approving amendments to the 2020/21 Fiscal Year Budget.

6. ADOPTION OF RESOLUTIONS APPROVING A NOT-TO-EXCEED \$15 MILLION DRAWDOWN INSTALLMENT SALE AGREEMENT TO PROVIDE INTERIM FINANCING FOR THE CITY'S BRACKISH WATER DESALINATION PROJECT

City Manager Bernal introduced Regular Agenda Item #6.

Finance Director Merchant presented the staff report dated November 24, 2020 recommending the the City Council adopt the following resolutions: 1) Resolution of the City Council of the City of Antioch approving installment sale financing in a principal amount not to exceed \$15,000,000 to provide interim financing for capital costs of the Brackish Water Desalination Project, and approving financing documents and official actions; and 2) Resolution of the Antioch Public Financing Authority approving installment sale financing in a principal amount not to exceed \$15,000,000 to provide interim financing for capital costs of the Brackish Water Desalination Project, and approving financing documents and official actions.

RESOLUTION NO. 2020/174

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adopted the resolution of the City Council of the City of Antioch approving installment sale financing in a principal amount not to exceed \$15,000,000 to provide interim financing for capital costs of the Brackish Water Desalination Project, and approving financing documents and official actions.

RESOLUTION NO. 2020/175

On motion by Authority Member Ogorchock, seconded by Authority Member Motts, the Antioch Public Financing Authority unanimously adopted the resolution of the Antioch Public Financing Authority approving installment sale financing in a principal amount not to exceed \$15,000,000 to provide interim financing for capital costs of the Brackish Water Desalination Project, and approving financing documents and official actions.

7. ADOPTION OF A RESOLUTION RESCINDING RESOLUTION NO. 2018/93, APPROVING THE INITIATIVE TO RESTRICT DEVELOPMENT IN PORTIONS OF THE SAND CREEK FOCUS AREA, APPROVE A DEVELOPMENT AGREEMENT FOR "THE RANCH" PROJECT IN THAT AREA, AND ALLOW AMENDMENT OF THE URBAN LIMIT LINE BY VOTER APPROVAL ONLY

City Manager Bernal introduced Regular Agenda Item #7.

City Attorney Smith introduced Legal Counsel Cole who presented the staff report dated November 24, 2020 recommending the City Council adopt a resolution rescinding Resolution No. 2018/93, approving the Initiative to restrict development in portions of the Sand Creek Focus Area, approve a development agreement for "The Ranch" Project in that area, and allow amendment of the urban limit line by voter approval only ("The Ranch" Initiative).

RESOLUTION NO. 2020/176

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council unanimously adopted a resolution rescinding Resolution No. 2018/93, approving the Initiative to restrict development in portions of the Sand Creek Focus Area, approve a development agreement for "The Ranch" Project in that area, and allow amendment of the urban limit line by voter approval only ("The Ranch" Initiative).

8. ADOPTION OF AMENDED MINUTES FOR THE AUGUST 28, 2018 REGULAR CITY COUNCIL MEETING TO REFLECT THE ADOPTION OF RESOLUTION NO. 2018/156, CONCERNING AGENDA ITEM NO. 5, THE "LET ANTIOCH VOTERS DECIDE" INITIATIVE

City Manager Bernal introduced Regular Agenda Item #8.

City Attorney Smith introduced Legal Counsel Cole who presented the staff report dated November 24, 2020 recommending the City Council adopt the amended minutes for the August 28, 2018 regular City Council meeting to reflect the adoption of Resolution No. 2018/156, concerning agenda item No. 5, the "Let Antioch Voters Decide" or "LAVD" Initiative.

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council unanimously adopted the amended minutes for the August 28, 2018 regular City Council meeting to reflect the adoption of Resolution No. 2018/156, concerning agenda item No. 5, the "Let Antioch Voters Decide" or "LAVD" Initiative.

9. ADOPTION OF A RESOLUTION RESCINDING RESOLUTION NO. 2018/156, APPROVING THE INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE

City Manager Bernal introduced Regular Agenda Item #9.

Legal Counsel Cole presented the staff report dated November 24, 2020 recommending the City Council adopt a resolution rescinding Resolution No. 2018/156, approving the Initiative To Change General Plan Designations Within The Sand Creek Focus Area and permanently require voter approval of amendments to the urban limit line (the "Let Antioch Voters Decide" or "LAVD" Initiative).

RESOLUTION NO. 2020/177

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council unanimously adopted a resolution rescinding Resolution No. 2018/156, approving the Initiative To Change General Plan Designations Within The Sand Creek Focus Area and permanently require voter approval of amendments to the urban limit line (the "Let Antioch Voters Decide" or "LAVD" Initiative).

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal announced the swearing-In for the new Mayor, Council, City Clerk and Treasurer would take place on December 8, 2020 and would be followed with a drive-in ceremonial swearing-in at 10:00 A.M. on December 11, 2020, at the Antioch Marina.

COUNCIL COMMUNICATIONS

Councilmember Ogorchock announced that she would not be available for the event on December 11, 2020. She requested staff agendaize a discussion regarding Body Worn Cameras for the Antioch Police Department.

Councilmembers Motts, Ogorchock, and City Clerk Simonsen wished everyone a Happy Thanksgiving.

ADJOURNMENT

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council unanimously adjourned the meeting at 8:54 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



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100 General Fund
Non Departmental

00391153	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00391154	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00391159	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	47,097.96
00391160	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE CHARGES	233,070.00
00391168	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	822,138.00
00391182	LINA	PAYROLL DEDUCTIONS	3,941.68
00391186	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,195.90
00391188	PARS	PAYROLL DEDUCTIONS	3,669.83
00391190	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	1,978.75
00391200	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	891.42
00391201	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00391202	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00391203	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	238.98
00391215	AGARWAL, SIDDHARTHA	OVER PAYMENT REFUND	8.00
00391277	KIS	SUPPORT SERVICES	3,133.72
00391316	SUNRUN	CBSC FEE REFUND	5.90
00391349	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00391378	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00391394	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	46.00
00391395	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	27.00
00391447	LINA	PAYROLL DEDUCTIONS	3,987.70
00391462	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,242.89
00391463	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	962.00
00391471	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,965.00
00391473	PARS	PAYROLL DEDUCTIONS	3,193.81
00391476	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99
00391492	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	1,113.99
00391493	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00391494	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00391495	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	208.95
00938311	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	39,307.32
00938314	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	8,187.60
00938315	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	27,123.34
00938340	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	880.00
00938341	APOA	PAYROLL DEDUCTIONS	22,698.82
00938342	APWEA	PAYROLL DEDUCTIONS	3,980.17
00938434	LSA ASSOCIATES INC	CONSULTING SERVICES	20,218.75
00938447	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	39,518.39
00938498	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	8,187.60
00938519	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	27,523.36
City Attorney			
00391228	ATKINSON ANDELSON LOYA RUUD ROMO	LEGAL SERVICES RENDERED	23,846.06
00391229	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	228.45
00391232	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	11,883.04
00391243	COLE HUBER LLP	LEGAL SERVICES RENDERED	2,075.00
00391257	DOWNEY BRAND ATTORNEYS LLP	LEGAL SERVICES RENDERED	5,184.00



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00391274	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	724.97
00391278	LEXISNEXIS	LEGAL RESEARCH SUBSCRIPTION	222.00
00391292	MEYERS NAVE	LEGAL SERVICES RENDERED	2,528.00
00391308	SHRED IT INC	SHRED SERVICES	80.57
00391511	VERIZON WIRELESS	DATA SERVICES	51.67
00938317	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
00938460	RAY MORGAN COMPANY	COPIER USAGE	154.84
City Manager			
00391511	VERIZON WIRELESS	DATA SERVICES	89.68
00938317	CANON FINANCIAL SERVICES	COPIER LEASE	98.90
00938460	RAY MORGAN COMPANY	COPIER USAGE	154.84
City Clerk			
00391170	EIDEN, KITTY J	MINUTES CLERK	2,718.75
00391259	EIDEN, KITTY J	MINUTES CLERK	525.00
00391308	SHRED IT INC	SHRED SERVICES	80.57
00391517	WESTAMERICA BANK	COPIER LEASE	270.80
City Treasurer			
00391172	GARDA CL WEST INC	ARMORED CAR PICKUP	164.34
00391414	GARDA CL WEST INC	ARMORED CAR PICKUP	164.34
00938312	PFM ASSET MGMT LLC	ADVISORY SERVICES	9,361.36
Human Resources			
00391406	FEDEX	SHIPPING	173.04
00391517	WESTAMERICA BANK	COPIER LEASE	270.80
00938422	JOHNSON, VIRGINIA L	RETIREMENT GIFT	200.00
Economic Development			
00391258	EAST BAY EDA	ANNUAL MEMBERSHIP	9,005.00
00391511	VERIZON WIRELESS	DATA SERVICES	51.67
00391521	ZEPEDA, MARIA LIZEHT	EXPENSE REIMBURSEMENT	101.73
00938317	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
00938460	RAY MORGAN COMPANY	COPIER USAGE	154.83
Finance Administration			
00391294	OFFICE DEPOT INC	OFFICE SUPPLIES	16.67
00391517	WESTAMERICA BANK	COPIER LEASE	342.57
Finance Accounting			
00391308	SHRED IT INC	SHRED SERVICES	80.57
00938333	SUPERION LLC	ASP SERVICES	17,930.28
Finance Operations			
00391507	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
Non Departmental			
00391156	CONTRA COSTA COUNTY LIBRARY	QUARTERLY MAINTENANCE	38,369.68
00391209	VALVOLINE EXPRESS CARE	OVER PAYMENT REFUND	352.76
00391215	AGARWAL, SIDDHARTHA	OVER PAYMENT REFUND	500.00
00391303	SAM CLAR OFFICE FURNITURE	OFFICE FURNITURE	410.64
00938411	RETIREE	MEDICAL AFTER RETIREMENT	1,820.54
Public Works Administration			
00391511	VERIZON WIRELESS	DATA SERVICES	76.02
00391517	WESTAMERICA BANK	COPIER LEASE	299.06



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Public Works Street Maintenance

00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	676.91
00391139	BAY AREA BARRICADE	STREET SIGNS	530.97
00391164	DELTA GRINDING CO INC	EQUIPMENT	7,100.00
00391183	MANERI SIGN COMPANY	SIGNS	4,131.74
00391211	VISIONS RECYCLING INC	SOUND WALL PAINT	2,534.96
00391221	ALTA FENCE	PROFESSIONAL SERVICES	298.00
00391268	HOME DEPOT, THE	SUPPLIES	312.90
00391273	INTERSTATE SALES	PARTS	3,646.33
00391275	KAY PARK AND REC CORP	PARK PICNIC TABLES	2,065.00
00391287	LOWES COMPANIES INC	TOOLS AND HARDWARE	1,436.54
00391315	SUBURBAN PROPANE	PROPANE	709.24
00391322	TARGET SPECIALTY PRODUCTS	PESTICIDES	8,842.02
00391330	WATERSAVERS IRRIGATION	TOOLS	100.07
00391344	ANTIOCH ACE HARDWARE	SUPPLIES	11.79
00391345	ANTIOCH AUTO PARTS	AUTO PARTS	86.27
00391357	BAY AREA BARRICADE	SIGNS	478.41
00391365	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	650.00
00391382	COUNTY ASPHALT	ASPHALT	993.74
00391401	EAST BAY WELDING SUPPLY	SUPPLIES	22.30
00391434	INTERSTATE SALES	SIGNS	262.25
00391465	NEXTEL SPRINT	CELL PHONE	82.70
00391500	TAPCO	STEEL STRAPPING	274.22
00391511	VERIZON WIRELESS	DATA SERVICES	152.04
00938310	MOBILE MINI LLC	STORAGE CONTAINER	215.37
00938326	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,542.93
00938330	RSM DESIGN	PROJECT DESIGN SERVICES	26,987.50

Public Works-Signal/Street Lights

00391213	WESCO RECEIVABLES CORP	CITY LIGHT POLES	7,844.24
00391277	KIS	SUPPORT SERVICES	745.50
00391354	AT AND T MCI	PHONE	641.42
00391356	AT AND T MOBILITY	CONNECTION SERVICES	46.23
00391435	JAM SERVICES INC	LIGHTS	1,096.92
00938307	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,059.24
00938326	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,272.65
00938419	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,790.23

Public Works-Facilities Maintenance

00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	400.99
00391142	BRIGHT SECURITY INTEGRATIONS	REPAIR SERVICES	3,036.67
00391157	CCC TAX COLLECTOR	PROPERTY TAXES	5,509.20
00391231	BAY AREA AIR QUALITY MANAGEMENT	PERMIT FEE	369.00
00391268	HOME DEPOT, THE	SUPPLIES	2,321.24
00391269	HONEYWELL INTERNATIONAL INC	FILTERS	10,903.55
00391287	LOWES COMPANIES INC	SUPPLIES	2,105.71
00391354	AT AND T MCI	PHONE	63.82
00391511	VERIZON WIRELESS	DATA SERVICES	76.02
00938376	CONSOLIDATED ELECTRICAL DIST	ELECTRICAL EQUIPMENT	111.44



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Public Works-Parks Maint

00391129	AMERICAN PLUMBING INC	PLUMBING SERVICES	2,234.30
00391157	CCC TAX COLLECTOR	PROPERTY TAXES	9,253.50
00391163	DELTA FENCE CO	REPAIR SERVICES	7,060.00
00391221	ALTA FENCE	PROFESSIONAL SERVICES	1,724.00
00391244	COMBINATION LOCK AND SAFE	MAINTENANCE SERVICES	551.61
00391250	CCC TAX COLLECTOR	PROPERTY TAXES	1,377.30
00391256	DELTA FENCE CO	REPAIR SERVICES	3,352.00
00391268	HOME DEPOT, THE	SUPPLIES	144.89
00391287	LOWES COMPANIES INC	SUPPLIES	183.11
00391354	AT AND T MCI	PHONE	109.05
00391374	COMBINATION LOCK AND SAFE	MAINTENANCE SERVICES	179.67
00391516	WATERSAVERS IRRIGATION	IRRIGATION PARTS	271.30
00938303	DEL CONTE LANDSCAPING INC	LANDSCAPE SERVICES	2,860.00
00938307	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	16,429.44
00938322	DEL CONTE LANDSCAPING INC	LANDSCAPE SERVICES	17,635.00
00938332	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION PARTS	1,326.56

Public Works-Median/General Land

00391223	ANTIOCH ACE HARDWARE	TAPE AND MARKERS	26.50
00391268	HOME DEPOT, THE	WEED EATER STRING	19.55
00391287	LOWES COMPANIES INC	TOOLS AND HARDWARE	36.47
00391293	NUTRIEN AG SOLUTIONS	PESTICIDES	61.18
00391354	AT AND T MCI	PHONE	246.47
00391355	AT AND T MCI	CONNECTION SERVICES	99.51
00391467	NUTRIEN AG SOLUTIONS	PESTICIDES	12,134.81

PW-Work Alternative-Strt Maint

00391465	NEXTEL SPRINT	CELL PHONE	32.25
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Police Administration

00391127	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	2,116.35
00391134	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,990.03
00391135	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5,858.83
00391146	BUSHBY, BRANDON MATTHEW	GAS REIMBURSEMENT	134.88
00391158	CCC FAMILY JUSTICE ALLIANCE	PROGRAM SERVICES	4,100.82
00391161	COPWARE INC	SUBSCRIPTION SERVICES	1,025.00
00391162	CSI FORENSIC SUPPLY	EVIDENCE	90.46
00391169	ED JONES CO INC	UNIFORMS	1,943.94
00391173	GOODALE, JAMIE	EXPENSE REIMBURSEMENT	35.16
00391181	LC ACTION POLICE SUPPLY	SUPPLIES	909.18
00391187	OFFICE DEPOT INC	OFFICE SUPPLIES	3,498.80
00391189	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	17.95
00391191	REACH PROJECT INC	PROGRAM SERVICES	17,083.00
00391193	SAFESTORE INC	OFF-SITE EVIDENCE STORAGE	2,626.31
00391194	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	22,895.08
00391218	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - CHANG AND HAMILTON	750.00
00391219	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - T CHANG	2,094.00
00391220	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - J HAMILTON	2,094.00
00391242	CHANG, THEODORE	MEAL ALLOWANCE	115.00
00391253	COX, JOHN SPENCER	TRAINING PER DIEM	330.00



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00391254	CRIME SCENE CLEANERS INC	HAZMAT CLEAN UP	570.00
00391255	CSI FORENSIC SUPPLY	SUPPLIES	504.43
00391264	GONZALEZ, ADRIAN E	TRAINING PER DIEM	66.00
00391265	HAMILTON, JUSTIN MATTHEW	MEAL ALLOWANCE	115.00
00391268	HOME DEPOT, THE	SUPPLIES	55.03
00391280	LOS ANGELES COUNTY	TRAINING - A GONZALEZ	1,530.00
00391281	LOS ANGELES COUNTY	TRAINING - W WHITAKER	1,530.00
00391282	LOS ANGELES COUNTY	TRAINING - M CONTRERAS	1,530.00
00391283	LOS ANGELES COUNTY	TRAINING - A GONZALEZ	135.00
00391291	MAYER, PATRICK C	TRAINING PER DIEM	132.00
00391310	SMITH, THOMAS S	TRAINING PER DIEM	355.00
00391312	STATE OF CALIFORNIA	PROFESSIONAL SERVICES	130.00
00391314	STOMMEL INC	AUTO PARTS	857.66
00391339	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	2,880.88
00391383	COVANTA ENERGY, LLC	EVIDENCE DESTRUCTION	270.07
00391384	CPS HUMAN RESOURCE SERVICES	RECRUITMENT MATERIALS	595.00
00391386	CRUMP INVESTIGATIONS	PROFESSIONAL SERVICES	1,413.10
00391406	FEDEX	SHIPPING	236.73
00391446	LEXISNEXIS	SUBSCRIPTION SERVICES	252.50
00391469	OFFICE DEPOT INC	OFFICE SUPPLIES	818.51
00391477	POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP RENEWAL	200.00
00938309	IMAGE SALES INC	ID CARDS	35.24
00938310	MOBILE MINI LLC	EVIDENCE STORAGE	160.81
00938327	IMAGE SALES INC	ID CARDS	35.24
00938329	MOBILE MINI LLC	EVIDENCE STORAGE	129.38
00938360	CANON FINANCIAL SERVICES	COPIER LEASE	1,907.18
00938376	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	311.33
Police Prisoner Custody			
00391134	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	61.56
Police Community Policing			
00391135	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	915.00
00391225	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	2,223.75
00391351	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	338.27
00391385	CRANDELL, ASHLEY MARIE	MILEAGE REIMBURSEMENT	51.75
00391431	HUNT AND SONS INC	GAS	138.28
00391456	METRO MOBILE EQUIPMENT	EQUIPMENT	702.18
Police Traffic Division			
00391134	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	592.61
Police Investigations			
00391126	ALHAMBRA	WATER SERVICES	155.13
00391134	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	900.66
00391143	BROGDON, CASEY AMON	MEAL REIMBURSEMENTS	33.95
00391148	CLASSY GLASS TINTING	PROFESSIONAL SERVICES	70.00
00391155	CONTRA COSTA COUNTY	CCC CRIME LAB	22,723.50
00391175	HAWK ANALYTICS	INVESTIGATIVE ANALYTICS	4,995.00
00391189	PETERSON, SAMANTHA GENOVEVA	MEAL REIMBURSEMENT	11.50
00391196	SEROLOGICAL RESEARCH INSTITUTE	INVESTIGATIVE SERVICES	2,900.00
00391198	SPECIAL SERVICES GROUP LLC	TRACKERS/GPS	3,000.00



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00391199	SPRINT	CELL ANALYSIS	100.00
00391204	T MOBILE USA INC	CELL ANALYSIS	408.00
00391208	TRANSUNION RISK & ALTERNATIVE DATA	LEO DATABASE	215.20
00391239	CALLYO	INVESTIGATIVE SERVICES	3,170.00
00391307	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	2,675.00
00391318	T MOBILE USA INC	CELL ANALYSIS	50.00
00391319	T MOBILE USA INC	CELL ANALYSIS	153.00
00391320	T MOBILE USA INC	CELL ANALYSIS	50.00
00391321	T MOBILE USA INC	CELL ANALYSIS	102.00
00391376	CONTRA COSTA COUNTY	EXTRADITION SERVICES	445.00
00391485	SEROLOGICAL RESEARCH INSTITUTE	INVESTIGATIVE SERVICES	3,205.00
Police Special Operations Unit			
00391166	EAN SERVICES LLC	VEHICLE LEASE	658.66
00391167	EAN SERVICES LLC	VEHICLE LEASE	705.49
00391207	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	482.13
00391323	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	599.36
Police Communications			
00391210	VERIZON WIRELESS	PATROL VEHICLE MODEMS	2,774.73
00391226	AT AND T	DISPATCH PHONES	63.43
00391227	AT AND T	PHONES	63.70
00391245	COMCAST	CONNECTION SERVICES	824.05
00391248	CONTRA COSTA COUNTY	RADIO SERVICES	1,022.62
00391262	GLOBALSTAR USA	SATELITE PHONE	220.35
00391263	GLOBALSTAR USA	SATELITE PHONE	220.77
00391299	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00391300	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00391304	SENCOMMUNICATIONS INC	DISPATCH HEADSETS	960.00
00391305	SENCOMMUNICATIONS INC	BATTERY PACK FOR HEADSETS	700.00
00391306	SENCOMMUNICATIONS INC	HEADSETS FOR DISPATCH	558.00
00391354	AT AND T MCI	PHONE	2,149.97
00391377	CONTRA COSTA COUNTY	CLETS ANNUAL FEE	4,904.52
00391400	EAST BAY REGIONAL COMMUNICATIONS	EBRCS RADIOS	124,200.00
00938316	AMERICAN TOWER CORPORATION	TOWER RENTAL FEES	745.38
Office Of Emergency Management			
00391133	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	629.76
00391134	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,376.42
00391171	FASTENAL CO	SUPPLIES	721.05
00391287	LOWES COMPANIES INC	SUPPLIES	81.68
00391354	AT AND T MCI	PHONE	330.87
00938373	COMPUTERLAND	COMPUTER EQUIPMENT	5,753.15
Police Facilities Maintenance			
00391176	HOME TEAM PEST DEFENSE LLC	PEST CONTROL	450.00
00391268	HOME DEPOT, THE	SUPPLIES	181.50
00391269	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	745.00
00391354	AT AND T MCI	PHONE	336.32
00938302	CLUB CARE INC	GYM REPAIR	369.63
Community Development Land Planning Services			
00391137	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	116.84



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00391259	EIDEN, KITTY J	MINUTES CLERK	300.00
00391316	SUNRUN	GP MAINT FEE REFUND	24.67
00391403	EIDEN, KITTY J	MINUTES CLERK	150.00
CD Code Enforcement			
00391138	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	54.91
00391147	CACEO	MEMBERSHIP RENEWAL	475.00
00391214	WORK WORLD	UNIFORMS	99.96
00391236	CACEO	REGISTRATION FEE	75.00
00391249	CCC CLERK RECORDER	RECORDING/COPY FEES	381.00
00391287	LOWES COMPANIES INC	SUPPLIES	45.79
00391366	CACEO	MEMBERSHIP RENEWAL	190.00
00391379	CCC CLERK RECORDER	RECORDING/COPY FEES	1,765.00
00391406	FEDEX	SHIPPING	109.62
00391412	GABUCAN, GARY	OVER PAYMENT REFUND	296.00
00391465	NEXTEL SPRINT	CELL PHONE	1,153.18
00391489	STAMM ENTERPRISES, LTD	STORAGE RENTAL	235.00
00391520	WORK WORLD	UNIFORMS	155.43
PW Engineer Land Development			
00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	595.92
00391149	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	32,085.00
00391294	OFFICE DEPOT INC	OFFICE SUPPLIES	35.88
00391354	AT AND T MCI	PHONE	41.98
00391406	FEDEX	SHIPPING	45.51
00391465	NEXTEL SPRINT	CELL PHONE	644.74
00391511	VERIZON WIRELESS	DATA SERVICES	152.04
00938313	TESTING ENGINEERS INC	PROFESSIONAL SERVICES	8,018.75
00938317	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
00938494	TESTING ENGINEERS INC	TESTING	816.00
Community Development Building Inspection			
00391138	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.00
00391147	CACEO	MEMBERSHIP RENEWAL	95.00
00391295	OFFICE TEAM	BLDG TEMP CD TECH REFUND	1,503.66
00391316	SUNRUN	ENERGY INSP FEE REFUND	259.90
00391399	EAGLE BUSINESS FORMS INC	BUILDING PERMITS	472.51
00391465	NEXTEL SPRINT	CELL PHONE	376.53
Capital Imp. Administration			
00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	360.00
00391465	NEXTEL SPRINT	CELL PHONE	243.77
00391469	OFFICE DEPOT INC	OFFICE SUPPLIES	36.50
00391511	VERIZON WIRELESS	DATA SERVICES	76.02
205 CARES Act Fund			
Non Departmental			
00391334	AFRIQUE RESTUARANTS ENTRT LLC	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391336	AJJA'S BARBERSHOP	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391340	ALMOST THERE TRAVEL	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391347	ANU'S INDIAN GROCERY AND FASHION	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391348	ANY KRIS BEAUTY SALON	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391358	BELLA'S VINTAGE HOUSE	SMALL BUSINESS GRANT AWARDEE	5,000.00



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00391361	BK NAILS	SMALL BUSINESS GRANT Awardee	5,000.00
00391363	BRAIDS BY KADI	SMALL BUSINESS GRANT Awardee	5,000.00
00391364	BRIDGEHEAD CAFE	SMALL BUSINESS GRANT Awardee	5,000.00
00391369	CHAMPIONS MARTIAL ARTS ACADEMEY	SMALL BUSINESS GRANT Awardee	5,000.00
00391370	CIGARETTES 4 LESS	SMALL BUSINESS GRANT Awardee	5,000.00
00391372	CLASSY GLASS TINTING	SMALL BUSINESS GRANT Awardee	5,000.00
00391373	COCINA MEDINA INC	SMALL BUSINESS GRANT Awardee	5,000.00
00391381	CONTRA LOMA FIT BODY BOOT CAMP	SMALL BUSINESS GRANT Awardee	5,000.00
00391388	DAD'S BARBERHOP	SMALL BUSINESS GRANT Awardee	5,000.00
00391389	DANANG TOURANE VIETNAMESE REST	SMALL BUSINESS GRANT Awardee	5,000.00
00391393	DIABLO LIVE SCAN LLC	SMALL BUSINESS GRANT Awardee	5,000.00
00391396	DIVAS	SMALL BUSINESS GRANT Awardee	5,000.00
00391397	DOCTORS COMPUTER SERVICE	SMALL BUSINESS GRANT Awardee	5,000.00
00391398	DUTCH PRIDE	SMALL BUSINESS GRANT Awardee	5,000.00
00391404	EVOLVE ALKIDO & MOVEMENT CENTER	SMALL BUSINESS GRANT Awardee	5,000.00
00391405	FADES BARBER SHOP	SMALL BUSINESS GRANT Awardee	5,000.00
00391407	FORUM NAILS	SMALL BUSINESS GRANT Awardee	5,000.00
00391416	GOLDEN STATE CROSS FIT	SMALL BUSINESS GRANT Awardee	5,000.00
00391419	GRICELDAS BEAUTY SALON	SMALL BUSINESS GRANT Awardee	5,000.00
00391422	HAIR BY VICKY-RENU SALON SKIN SPA	SMALL BUSINESS GRANT Awardee	5,000.00
00391423	HAIRCUT HEADQUARTERS	SMALL BUSINESS GRANT Awardee	5,000.00
00391429	HIMC BARBER STUDIO	SMALL BUSINESS GRANT Awardee	5,000.00
00391432	INDIGO SKIN DESIGN	SMALL BUSINESS GRANT Awardee	5,000.00
00391433	INDUSTRIAL MEDICAL CLINIC	SMALL BUSINESS GRANT Awardee	5,000.00
00391437	K AND R NAILS	SMALL BUSINESS GRANT Awardee	5,000.00
00391438	KAY NAILS	SMALL BUSINESS GRANT Awardee	5,000.00
00391439	KIKIS BURGER BAR	SMALL BUSINESS GRANT Awardee	5,000.00
00391440	KING NAILS AND SPA	SMALL BUSINESS GRANT Awardee	5,000.00
00391443	KUMON MATH AND READING CENTER	SMALL BUSINESS GRANT Awardee	5,000.00
00391448	LUCKY CUTS SALON	SMALL BUSINESS GRANT Awardee	5,000.00
00391453	MEDICALONE HEALTH LLC	SMALL BUSINESS GRANT Awardee	5,000.00
00391454	MEDIHEALING ACUPUNCTURE	SMALL BUSINESS GRANT Awardee	5,000.00
00391455	MELODYS DANCE STUDIO	SMALL BUSINESS GRANT Awardee	5,000.00
00391457	MIKE AND MIKE MEDIA	SMALL BUSINESS GRANT Awardee	5,000.00
00391458	MILLERS CAFE	SMALL BUSINESS GRANT Awardee	5,000.00
00391461	MOUNT DIABLO DISTILLERY LLC	SMALL BUSINESS GRANT Awardee	5,000.00
00391464	NAIL FEVER	SMALL BUSINESS GRANT Awardee	5,000.00
00391466	NGON NOODLE HOUSE	SMALL BUSINESS GRANT Awardee	5,000.00
00391468	OCEAN SPA	SMALL BUSINESS GRANT Awardee	5,000.00
00391470	OMANI BEAUTY AND WELLNESS	SMALL BUSINESS GRANT Awardee	5,000.00
00391474	PAULAS FAMILY FLORIST	SMALL BUSINESS GRANT Awardee	5,000.00
00391478	PRODIGY ELITE ALL STARS	SMALL BUSINESS GRANT Awardee	5,000.00
00391481	RIVERTOWN SWEETS LLC	SMALL BUSINESS GRANT Awardee	5,000.00
00391482	ROMIS LIQUOR AND FOOD	SMALL BUSINESS GRANT Awardee	5,000.00
00391484	SAWADDEE THAI CUISINE	SMALL BUSINESS GRANT Awardee	5,000.00
00391486	SHOE STOP INSTANT SHOE REPAIR	SMALL BUSINESS GRANT Awardee	5,000.00
00391487	SLICKS BARBER SHOP	SMALL BUSINESS GRANT Awardee	5,000.00
00391488	SOLID ROCK CAFE INC	SMALL BUSINESS GRANT Awardee	5,000.00



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00391490	STAR EASY AUTO SALES INC	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391497	STYLES 4 U ANTIOCH	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391499	T3 NAILS	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391503	TONYS BEER GARDEN	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391512	VISIONS	SMALL BUSINESS GRANT AWARDEE	5,000.00
00391513	VK NAILS	SMALL BUSINESS GRANT AWARDEE	5,000.00
209	RMRA Fund		
	Streets		
00391233	BKF ENGINEERS INC	PROFESSIONAL SERVICES	1,957.50
212	CDBG Fund		
	CDBG		
00938306	HOUSE, TERI	CONSULTING SERVICES	10,412.50
	CDBG NSP		
00938306	HOUSE, TERI	CONSULTING SERVICES	85.00
	CDBG-CV		
00938306	HOUSE, TERI	CONSULTING SERVICES	1,466.25
213	Gas Tax Fund		
	Streets		
00391131	ANTIOCH ACE HARDWARE	PVC FITTINGS	6.47
00391216	AL FRESCO LANDSCAPING INC	MEDIAN ENHANCEMENT	30,720.00
00391313	STEWARTS TREE SERVICE INC	TREE REMOVAL	3,000.00
00391337	AL FRESCO LANDSCAPING INC	MEDIAN ENHANCEMENT	6,144.00
00391502	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	1,597.44
214	Animal Control Fund		
	Animal Control		
00391124	AIRGAS USA LLC	OXYGEN	60.70
00391141	BOEHRINGER INGELHEIM ANIMAL	VETERINARY SUPPLIES	407.32
00391179	KOEFRAN SERVICES INC	PROFESSIONAL SERVICES	1,850.00
00391187	OFFICE DEPOT INC	OFFICE SUPPLIES	90.11
00391206	TONY LA RUSSA'S ANIMAL RESCUE	SAFETY NET	270.00
00391442	KOEFRAN SERVICES INC	CREMATION SERVICES	1,850.00
00391491	STARLINE SUPPLY COMPANY	JANITORIAL SUPPLIES	57.50
00391522	ZOETIS LLC	VETERINARY SUPPLIES	213.69
00938308	IDEXX LABORATORIES INC	LAB SUPPLIES	138.51
219	Recreation Fund		
	Non Departmental		
00391335	AGUILAR, ANGELICA	RENTAL DEPOSIT REFUND	500.00
00391480	REYES, SORAYDE	RENTAL DEPOSIT REFUND	1,000.00
	Nick Rodriguez Community Cent		
00391287	LOWES COMPANIES INC	TOOLS AND HARDWARE	35.04
00391480	REYES, SORAYDE	RENTAL FEE REFUND	450.00
00391517	WESTAMERICA BANK	COPIER LEASE	270.80
	Senior Programs		
00391287	LOWES COMPANIES INC	TOOLS AND HARDWARE	220.51
00391354	AT AND T MCI	PHONE	196.21
	Recreation Sports Programs		
00391354	AT AND T MCI	PHONE	21.81
00391449	MARTINEZ, JOSE	TURF FIELD RENTAL REFUND	228.00



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Recreation-Comm Center

00391133	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,132.60
00391185	MUIR, ROXANNE	CONTRACTOR PAYMENT	360.00
00391195	SANDOVAL, SAL	GYM RENTAL REFUND	841.00
00391269	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	38,473.25
00391287	LOWES COMPANIES INC	SUPPLIES	339.14
00391290	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	840.00
00391353	AT AND T MCI	PHONE	66.53
00391354	AT AND T MCI	PHONE	3.85
00391417	GONZALEZ, KELLY	EXPENSE REIMBURSEMENT	43.00
00391506	UNIQUE PEST CONTROL	BIRD CONTROL SERVICE	800.00
00391511	VERIZON WIRELESS	DATA SERVICES	76.02

Recreation Water Park

00391130	ANNUVIA	AED MONITORING SERVICE	1,919.84
00391142	BRIGHT SECURITY INTEGRATIONS	REPAIR SERVICES	778.97
00391150	COMCAST	CONNECTION SERVICES	48.59
00391178	KNORR SYSTEMS INC	CHEMICALS	1,212.65
00391251	CONTRA COSTA HEALTH SERVICES	PERMIT FEE	1,393.00
00391279	LINCOLN EQUIPMENT INC	CHEMICALS	1,076.74
00391287	LOWES COMPANIES INC	SUPPLIES	13.46
00391325	UNIVAR SOLUTIONS USA INC	CHEMICALS	1,030.31
00391332	AAA FIRE PROTECTION SVCS	FIRE SYSTEM SERVICE	545.55
00391341	AMERICAN GREENPOWER USA INC	SUPPLIES	895.76
00391354	AT AND T MCI	PHONE	125.99
00391375	COMMERCIAL POOL SYSTEMS INC	CHEMICALS	63.37
00391417	GONZALEZ, KELLY	EXPENSE REIMBURSEMENT	43.00
00391465	NEXTEL SPRINT	CELL PHONE	32.25
00391469	OFFICE DEPOT INC	OFFICE SUPPLIES	83.68

222 Measure C/J Fund

Streets

00391267	HARRIS AND ASSOCIATES INC	PROFESSIONAL SERVICES	5,999.95
00391415	GATES AND ASSOCIATES INC	LANDSCAPE DESIGN	4,865.01
00391516	WATERSAVERS IRRIGATION	IRRIGATION PARTS	2,501.00

226 Solid Waste Reduction Fund

Solid Waste

00391252	CONTRA COSTA HEALTH SERVICES	GREEN BUS PROGRAM	800.00
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229 Pollution Elimination Fund

Channel Maintenance Operation

00391125	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,480.00
00391128	ALTA FENCE	FENCE REPAIR	359.50
00391165	DEPT OF FISH AND GAME	MAINTENANCE PERMITS	1,221.00
00391184	MECOM EQUIPMENT LLC	EQUIPMENT	1,650.00
00391205	TERMCO SPRAY TECHNOLOGY	SUPPLIES	166.96
00391217	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	6,540.00
00391313	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	2,200.00
00391322	TARGET SPECIALTY PRODUCTS	CHEMICALS	1,984.90
00391344	ANTIOCH ACE HARDWARE	SUPPLIES	607.30
00391465	NEXTEL SPRINT	CELL PHONE	32.25



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00391501	TERMCO SPRAY TECHNOLOGY	SUPPLIES	535.51
00938304	FREDS WELDING	SUPPLIES	125.00
238	PEG Franchise Fee Fund		
Non Departmental			
Non Departmental			
00938324	EIDIM GROUP, INC	COUNCIL CHAMBERS PROJECT	114,346.95
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00391354	AT AND T MCI	PHONE	84.21
Lonetree Maintenance Zone 2			
00391354	AT AND T MCI	PHONE	149.37
00391496	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	600.00
Lonetree Maintenance Zone 3			
00391125	AL FRESCO LANDSCAPING INC	LANDSCAPE MAINTENANCE	3,586.80
00391197	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,825.92
00391217	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	10,581.06
00391338	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,956.24
00391354	AT AND T MCI	PHONE	65.43
252	Downtown SLLMD Fund		
Downtown Maintenance			
00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	727.36
00938326	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,529.89
254	Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1			
00391131	ANTIOCH ACE HARDWARE	PVC FITTINGS	42.71
00391354	AT AND T MCI	PHONE	43.62
Hillcrest Maintenance Zone 2			
00391125	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,638.88
00391217	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,621.52
00391309	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
00391354	AT AND T MCI	PHONE	152.67
Hillcrest Maintenance Zone 4			
00391313	STEWARTS TREE SERVICE INC	TREE REMOVAL	7,350.00
00391354	AT AND T MCI	PHONE	129.22
255	Park 1A Maintenance District Fund		
Park 1A Maintenance District			
00391142	BRIGHT SECURITY INTEGRATIONS	DATA STORAGE	60.00
00391221	ALTA FENCE	PROFESSIONAL SERVICES	568.00
00391288	M AND L OVERHEAD DOORS	RV STORAGE YARD REPAIR	595.58
00391354	AT AND T MCI	PHONE	21.81
00391496	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	800.00
256	Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 9			
00391217	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	11,657.10
00391354	AT AND T MCI	PHONE	87.24
Citywide 2A Maintenance Zone10			
00391197	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,588.00
00391309	SILVA LANDSCAPE	LANDSCAPE SERVICES	7,176.00



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257 SLLMD Administration Fund

SLLMD Administration

00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	993.81
00391353	AT AND T MCI	PHONE	198.46
00391465	NEXTEL SPRINT	CELL PHONE	84.96
00391467	NUTRIEN AG SOLUTIONS	PESTICIDES	12,134.80
00391511	VERIZON WIRELESS	DATA SERVICES	152.04

311 Capital Improvement Fund

Streets

00391140	BENCHMARK CONSULTANTS	PROPERTY LINE SURVEY	1,045.00
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376 Lone Diamond Fund

Assessment District

00391241	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEE	317.00
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570 Equipment Maintenance Fund

Equipment Maintenance

00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	99.00
00391212	WALNUT CREEK FORD	AUTO PARTS	509.67
00391225	ARROWHEAD 24 HOUR TOWING INC	TOWING	300.00
00391296	ONE 800 RADIATOR	RADIATOR	151.86
00391311	SOUNDOFF SIGNAL	AUTO PARTS	576.44
00391333	AFFORDABLE TIRE CENTER	TIRE PRESSURE INSPECTION	60.00
00391345	ANTIOCH AUTO PARTS	AUTO PARTS	529.22
00391360	BILL BRANDT FORD	MAINTENANCE SERVICES	2,448.55
00391472	OREILLY AUTO PARTS	AUTO PARTS	322.53
00391475	PHILS DIESEL CLINIC INC	MAINTENANCE SERVICES	2,813.63
00391498	SUBURBAN PROPANE	PROPANE	774.24
00391504	UNICO GLASS LLC	AUTO PARTS	791.63
00391511	VERIZON WIRELESS	DATA SERVICES	76.02
00391514	W K HYDRAULICS INC	PARTS	1,468.63
00391515	WALNUT CREEK FORD	AUTO PARTS	582.79
00391519	WINTER CHEVROLET CO	MAINTENANCE SERVICES	6,360.87

573 Information Services Fund

Information Services

00391354	AT AND T MCI	PHONE	80.64
00391511	VERIZON WIRELESS	DATA SERVICES	372.38

Network Support & PCs

00391137	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	60.62
00391151	COMCAST	CONNECTION SERVICES	120.05
00391246	COMCAST	CONNECTION SERVICES	120.05
00391247	COMCAST	CONNECTION SERVICES	140.25
00391276	KIS	TIME & MATERIAL BILLING	150.00
00391342	AMS DOT NET INC	ONLINE STORAGE	2,595.63
00391354	AT AND T MCI	CONNECTION SERVICES	280.47
00938319	CDW GOVERNMENT INC	COMPUTER EQUIPMENT	5,882.50

Telephone System

00391352	AT AND T MCI	PHONE	22.81
00391353	AT AND T MCI	PHONE	736.05
00391354	AT AND T MCI	PHONE	2,201.76



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GIS Support Services

00391238	CALIFORNIA SURVEYING DRAFTING	CARTRIDGE	115.59
00938320	COMPUTERLAND	SOFTWARE	188.96

Office Equipment Replacement

00391342	AMS DOT NET INC	INSTALLATION SERVICES	3,519.00
00938373	COMPUTERLAND	COMPUTER EQUIPMENT	2,381.83

577 Post Retirement Medical-Police Fund

Non Departmental

00391362	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00391367	RETIREE	MEDICAL AFTER RETIREMENT	762.82
00391390	RETIREE	MEDICAL AFTER RETIREMENT	1,108.78
00391413	RETIREE	MEDICAL AFTER RETIREMENT	1,090.58
00391436	RETIREE	MEDICAL AFTER RETIREMENT	704.31
00391444	RETIREE	MEDICAL AFTER RETIREMENT	1,079.72
00391450	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00391451	RETIREE	MEDICAL AFTER RETIREMENT	1,321.13
00391460	RETIREE	MEDICAL AFTER RETIREMENT	1,321.13
00391518	RETIREE	MEDICAL AFTER RETIREMENT	860.04
00938335	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938336	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938343	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00938344	RETIREE	MEDICAL AFTER RETIREMENT	283.67
00938347	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938348	RETIREE	MEDICAL AFTER RETIREMENT	1,433.99
00938352	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938353	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00938361	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938366	RETIREE	MEDICAL AFTER RETIREMENT	1,000.95
00938368	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00938371	RETIREE	MEDICAL AFTER RETIREMENT	563.78
00938374	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00938388	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00938389	RETIREE	MEDICAL AFTER RETIREMENT	1,536.98
00938395	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00938396	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00938397	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938410	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938413	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938414	RETIREE	MEDICAL AFTER RETIREMENT	1,378.92
00938415	RETIREE	MEDICAL AFTER RETIREMENT	275.71
00938416	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938427	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938428	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938431	RETIREE	MEDICAL AFTER RETIREMENT	131.98
00938444	RETIREE	MEDICAL AFTER RETIREMENT	1,536.98
00938445	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00938446	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938458	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98



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00938459	RETIREE	MEDICAL AFTER RETIREMENT	584.82
00938462	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938464	RETIREE	MEDICAL AFTER RETIREMENT	1,013.74
00938467	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00938476	RETIREE	MEDICAL AFTER RETIREMENT	566.53
00938478	RETIREE	MEDICAL AFTER RETIREMENT	1,420.72
00938487	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938489	RETIREE	MEDICAL AFTER RETIREMENT	768.49
00938495	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938496	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938501	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00938513	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00938514	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00938516	RETIREE	MEDICAL AFTER RETIREMENT	17.69
00938518	RETIREE	MEDICAL AFTER RETIREMENT	629.49
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00391359	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00391368	RETIREE	MEDICAL AFTER RETIREMENT	363.34
00391392	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00391409	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00391418	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00391424	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00391425	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00391479	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00391483	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00391510	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00938337	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938338	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00938346	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938351	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938356	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938358	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938362	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938363	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938364	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938367	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938375	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938380	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938381	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938384	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938387	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938391	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938392	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938393	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938394	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938401	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00938402	RETIREE	MEDICAL AFTER RETIREMENT	97.69



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00938403	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938404	RETIREE	MEDICAL AFTER RETIREMENT	126.13
00938409	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938412	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938421	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938422	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938426	RETIREE	MEDICAL AFTER RETIREMENT	103.69
00938430	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938435	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938437	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938438	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938441	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938443	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938453	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938454	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938455	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938461	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938466	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938470	RETIREE	MEDICAL AFTER RETIREMENT	97.67
00938475	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938477	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938482	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938492	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938499	RETIREE	MEDICAL AFTER RETIREMENT	79.02
00938500	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938502	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938504	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938505	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00938512	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938515	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938517	RETIREE	MEDICAL AFTER RETIREMENT	570.38
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00391371	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00391408	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00391420	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00391427	RETIREE	MEDICAL AFTER RETIREMENT	355.69
00391428	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00391445	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00391452	RETIREE	MEDICAL AFTER RETIREMENT	437.37
00391459	RETIREE	MEDICAL AFTER RETIREMENT	735.38
00391509	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938339	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938349	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938350	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938354	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938355	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938357	RETIREE	MEDICAL AFTER RETIREMENT	155.70



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00938359	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938365	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938369	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938370	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938372	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00938377	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00938378	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00938379	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00938382	RETIREE	MEDICAL AFTER RETIREMENT	515.08
00938383	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938385	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00938386	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938390	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938398	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938399	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938400	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938405	RETIREE	MEDICAL AFTER RETIREMENT	357.40
00938406	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938407	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938408	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00938417	RETIREE	MEDICAL AFTER RETIREMENT	346.39
00938418	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00938420	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938423	RETIREE	MEDICAL AFTER RETIREMENT	700.38
00938424	RETIREE	MEDICAL AFTER RETIREMENT	223.62
00938425	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938429	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00938432	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938433	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938436	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00938439	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00938440	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938442	RETIREE	MEDICAL AFTER RETIREMENT	1,244.28
00938448	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938449	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00938450	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938451	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938452	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938456	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938457	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938463	RETIREE	MEDICAL AFTER RETIREMENT	607.47
00938465	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938468	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938469	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938471	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938472	RETIREE	MEDICAL AFTER RETIREMENT	155.70
00938473	RETIREE	MEDICAL AFTER RETIREMENT	874.40
00938474	RETIREE	MEDICAL AFTER RETIREMENT	215.69



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00938479	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938480	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938481	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938483	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00938484	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00938485	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938486	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938488	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00938490	RETIREE	MEDICAL AFTER RETIREMENT	239.58
00938491	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938493	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00938497	RETIREE	MEDICAL AFTER RETIREMENT	418.26
00938503	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938506	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938507	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00938508	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00938509	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00938510	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00938511	RETIREE	MEDICAL AFTER RETIREMENT	1,706.12
580	Loss Control Fund		
	Human Resources		
00391343	ANNUVIA	AED SUPPLIES	479.92
611	Water Fund		
	Non Departmental		
00391271	IDN WILCO	SUPPLIES	204.71
00391402	EAST BAY WORK WEAR	CLOTHING APPAREL	604.08
	Water Supervision		
00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00391465	NEXTEL SPRINT	CELL PHONE	226.19
00391511	VERIZON WIRELESS	DATA SERVICES	304.08
	Water Production		
00391142	BRIGHT SECURITY INTEGRATIONS	REPAIR SERVICES	2,118.21
00391145	BURLINGAME ENGINEERS INC	PARTS	2,845.36
00391174	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00391180	KOFFLER ELECTRICAL MECH	PROFESSIONAL SERVICES	22,080.83
00391222	AMERICAN PLUMBING INC	PLUMBING SERVICE	593.81
00391224	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	66.59
00391232	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	4,817.80
00391260	FASTENAL CO	SUPPLIES	24.04
00391261	FISHER SCIENTIFIC COMPANY	SUPPLIES	689.33
00391266	HARRINGTON INDUSTRIAL PLASTICS	PARTS	2,657.90
00391269	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	1,260.00
00391272	INDUSTRIAL SOLUTIONS SERVICES INC	CHEMICALS	6,189.98
00391287	LOWES COMPANIES INC	SUPPLIES	2,668.72
00391326	US BANK	COPIER	79.74
00391327	USA BLUEBOOK	PARTS	4,785.44
00391328	VILLASANA, LAURA ALBIDRESS	EXPENSE REIMBURSEMENT	195.00
00391329	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	6,175.00



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00391343	ANNUVIA	PARTS	280.51
00391350	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	66.59
00391353	AT AND T MCI	PHONE	132.36
00391354	AT AND T MCI	PHONE	861.40
00391380	CONTRA COSTA WATER DISTRICT	RAW WATER	1,168,751.59
00391411	G3 ENGINEERING INC	PARTS	569.41
00391421	HACH CO	LAB SUPPLIES	1,689.86
00391426	HARRINGTON INDUSTRIAL PLASTICS	PARTS	2,529.55
00391465	NEXTEL SPRINT	CELL PHONE	127.36
00391469	OFFICE DEPOT INC	OFFICE SUPPLIES	111.95
00391508	UNIVAR SOLUTIONS USA INC	CHEMICALS	16,247.58
00391511	VERIZON WIRELESS	DATA SERVICES	76.02
00938301	CHEMTRADE CHEMICALS US LLC	ALUM	84,736.99
00938305	GRAINGER INC	PARTS	693.37
00938321	CONSOLIDATED ELECTRICAL DIST INC	PARTS	79.27
00938323	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,181.10
00938325	GRAINGER INC	SUPPLIES	19.43
00938373	COMPUTERLAND	COMPUTER EQUIPMENT	973.03
Water Distribution			
00391131	ANTIOCH ACE HARDWARE	SUPPLIES	24.54
00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	499.06
00391142	BRIGHT SECURITY INTEGRATIONS	MONITORING SERVICES	240.00
00391192	RT LAWRENCE CORP	LOCKBOX PROCESSING	463.55
00391234	BROOKS, BRANDY L	EXPENSE REIMBURSEMENT	48.00
00391235	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	1,840.00
00391287	LOWES COMPANIES INC	SUPPLIES	3,014.80
00391289	MASSONE MECHANICAL INC	ICE MACHINE FILTER	425.42
00391297	PAC MACHINE CO INC	EQUIPMENT	1,140.01
00391327	USA BLUEBOOK	SUPPLIES	51.54
00391346	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	6,026.62
00391354	AT AND T MCI	PHONE	21.81
00391365	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	11,654.00
00391387	CWEA SFBS	MEMBERSHIP RENEWAL	192.00
00391391	DELTA DIABLO	RECYCLED WATER	8,927.36
00391402	EAST BAY WORK WEAR	CLOTHING APPAREL	2,669.35
00391410	FURBER SAW INC	TOOLS	687.11
00391441	KLEINFELDER INC	PROFESSIONAL SERVICES	11,922.90
00391465	NEXTEL SPRINT	CELL PHONE	283.02
00391469	OFFICE DEPOT INC	OFFICE SUPPLIES	45.08
00391507	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00391511	VERIZON WIRELESS	DATA SERVICES	836.22
00938310	MOBILE MINI LLC	STORAGE CONTAINER	215.37
00938326	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,542.89
00938328	INFOSEND INC	PRINT & MAIL SERVICES	3,351.35
00938329	MOBILE MINI LLC	STORAGE CONTAINER	161.09
00938345	BADGER METER INC	WATER METERS	14,923.09
Public Buildings & Facilities			
00391144	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	15,050.75



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00391240	CDM SMITH INC	PROFESSIONAL SERVICES	15,711.50
00391287	LOWES COMPANIES INC	SUPPLIES	361.92
00391298	PACIFIC GAS AND ELECTRIC CO	PROFESSIONAL SERVICES	2,500.00
00391331	WOODARD AND CURRAN	PROFESSIONAL SERVICES	6,559.00
00391505	UNION PACIFIC RAILROAD COMPANY	PIPELINE CROSSING AGREEMENT	3,000.00
00938318	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	859,688.45
621	Sewer Fund		
	Swr-Wastewater Administration		
00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	98.31
00391177	JACK DOHENY SUPPLIES INC	SUPPLIES	57.42
00391192	RT LAWRENCE CORP	LOCKBOX PROCESSING	463.54
00391235	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	1,840.00
00391268	HOME DEPOT, THE	SUPPLIES	409.19
00391287	LOWES COMPANIES INC	TOOLS	698.38
00391302	ROMANO, THEODORE CONRAD	EXPENSE REIMBURSEMENT	337.00
00391317	SUPERCO SPECIALTY PRODUCTS.	COLLECTIONS	261.27
00391324	TRENCH PLATE RENTAL CO INC	EQUIPMENT RENTAL	3,384.94
00391346	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	6,026.63
00391354	AT AND T MCI	PHONE	48.45
00391365	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	11,654.00
00391402	EAST BAY WORK WEAR	CLOTHING APPAREL	1,359.64
00391430	HUGHES, DECLAN M	EXPENSE REIMBURSEMENT	192.00
00391465	NEXTEL SPRINT	CELL PHONE	166.67
00391469	OFFICE DEPOT INC	OFFICE SUPPLIES	45.10
00391511	VERIZON WIRELESS	DATA SERVICES	608.16
00938310	MOBILE MINI LLC	STORAGE CONTAINER	215.37
00938326	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,542.89
00938328	INFOSEND INC	PRINT AND MAIL SERVICES	3,351.33
00938331	SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	5,000.00
00938334	3T EQUIPMENT COMPANY	SEWER REPAIR EQUIPMENT	6,956.16
631	Marina Fund		
	Non Departmental		
00391132	ARTZ, DANIEL	BERTH RENT REFUND	100.00
	Marina Administration		
00391136	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	799.42
00391142	BRIGHT SECURITY INTEGRATIONS	NEW EQUIPMENT	15,431.95
00391237	CA DEPT OF TAX AND FEE ADMIN	SALES AND USE TAX REMITTANCE	304.81
00391268	HOME DEPOT, THE	SUPPLIES	120.61
00391270	HUNT AND SONS INC	FUEL	14,641.27
00391287	LOWES COMPANIES INC	SUPPLIES	345.75
00391301	REINHOLDT ENGINEERING CONSTR	EMERGENCY REPAIR	9,610.20
752	Storm Drain Deposits Fund		
	Non Departmental		
00391152	CONTRA COSTA COUNTY	DRAINAGE FEE	2,885.40



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Resolution Approving One-Year Extension of Contract for Professional Auditing Services for the Fiscal Year Ended June 30, 2021 with Badawi & Associates, CPA's

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution approving a one-year extension of the contract for professional auditing services with Badawi & Associates, CPA's for the audit of fiscal year ended June 30, 2021.

FISCAL IMPACT

The fiscal year 2020/21 audit contract will be \$58,670 and funding is included in the fiscal year 2020/21 General Fund budget.

DISCUSSION

State law requires that all general purpose local governments have financial statements prepared at the close of each fiscal year by a firm of licensed certified public accountants. The City currently has a contract for professional auditing services with Badawi & Associates, CPA's that ends with the audit of the June 30, 2020 financial statements. Due to the on-going COVID-19 pandemic as well as significant upcoming accounting pronouncements the City is required to implement in this fiscal year, Finance is requesting that the contract be extended one additional fiscal year before having to go out to bid for services again. Badawi & Associates, CPA's have agreed to extend the contract one additional year at a cost of \$58,670, representing a \$8,283 decrease from the June 30, 2020 audit. This decrease is mainly due to the removal of the audit required for the Antioch Area Public Facilities Financing Agency as this Joint Powers Authority was dissolved last year.

The Request for Proposal process for a new audit firm is quite extensive. Once a new firm is selected, there is also a tremendous amount of work and on-site meeting and documentation review that is required as the City still has a lot on unscanned historical records. City Hall is only open for limited access to the public and Finance believes it is in the best health and safety interest of our employees to avoid public interaction as best

we can. The thorough knowledge of the City that our current auditors' have allowed them to conduct this year's audit entirely on-line. This extensive knowledge will also aid them in helping the Finance Department implement new accounting pronouncements during this fiscal year as they understand how we operate. The Finance Department has been very pleased with our current audit firm's professionalism, expertise, and ability to aid in the implementation of new accounting standards. The City has also received The Government Finance Officers Association of United States and Canada's (GFOA) Certificate of Achievement for Excellence in Financial Reporting each fiscal year during the current audit contract.

ATTACHMENTS

- A.** Resolution Approving a One-Year Extension to the Contract for Professional Auditing Services with Badawi & Associates, CPA's
- B.** Cost Proposal

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A ONE-YEAR EXTENSION OF THE CONTRACT FOR PROFESSIONAL AUDITING SERVICES WITH BADAWI & ASSOCIATES, CPA'S FOR AUDIT OF THE FISCAL YEAR ENDED JUNE 30, 2021

WHEREAS, the City of Antioch currently has a contract with Badawi & Associated, CPA's for professional auditing services that ends with the audit of the fiscal year ended June 30, 2020; and

WHEREAS, City Council has considered extending the contract for one additional fiscal year.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Antioch hereby approves a one-year extension of the contract for professional auditing services with Badawi & Associates, CPA's in the amount of \$58,670 for the audit of the fiscal year ended June 30, 2021.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of December 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH



November 20, 2020

Mrs. Jo Castro
Deputy Finance Director
City of Antioch
Third and H Streets
Antioch, CA 94509-0504

Dear Mrs. Castro:

I would like to take this opportunity to thank you and your staff for the confidence and support you have provided to us over the past several years. I would also like to take this opportunity to present this letter for your consideration regarding extending the Badawi & Associates audit contract with the City of Antioch.

Over the past years, we have developed an understanding of the City's operation that has aided us in providing quality audit services. With that knowledge, we've been able to expand our audit efforts and provide observations that, hopefully, have assisted City staff. We have also demonstrated our ability to respond to requests of the City and our ability to deliver a quality product. We trust the City has been satisfied with our efforts.

Per your request, we are pleased to present this proposal to provide audit services to the City for the year ended June 30, 2021. The objective of our audit is to issue an opinion regarding the fairness of presentation of the City's financial position for the fiscal year in accordance with generally accepted accounting principles. The audit to be performed will follow generally accepted auditing standards, U.S. General Accounting Office's Government Auditing Standards, Single Audit Act and the Federal Uniform Guidance.

Our fees for the year 2021 will be as follows:

Required Services	FY 2021
Comprehensive Annual Financial Report and Related Reports	\$ 46,270
City of Antioch Public Financing Authority	3,550
City of Antioch Single Audit	5,510
Appropriation Limit Letter	660
Transportation Development Act	2,680
Total for Fiscal Year (not to exceed)	\$ 58,670

Mrs. Jo Castro
Deputy Finance Director
City of Antioch

The service we will provide will follow the guideline as outline in the original proposal to the City. We would very much like to continue our relationship with the City and stand ready to provide the level of service and commitment for which the City has become accustomed.

If you have any questions, please feel free to call me at (510)-768-8244.

Sincerely,

A handwritten signature in black ink, appearing to read "Ahmed Badawi", with a long horizontal flourish extending to the right.

Ahmed Badawi
Partner
Badawi & Associates
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Antioch.

By: _____

Title: _____


Date: _____



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Resolution Amending the Fiscal Year 2020/21 Budget

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution amending the fiscal year 2020/21 budget.

FISCAL IMPACT

The budget amendments are outlined in Exhibit A to the attached resolution. The requested amendments do not impact the General Fund.

DISCUSSION

On November 24, 2020, the City Council approved budget amendments for project budget carryovers. After approval, the Finance Department discovered an error and a few inadvertent omissions from the exhibits provided that need to be corrected in the fiscal year 2020/21 budget. The corrections needing amendments are as follows:

- The General Fund was amended to increase the transfer from the Budget Stabilization Fund by \$3,069,010 to balance the General Fund Budget, however, an item was not included for the corresponding amount of the transfer adjustment in the Budget Stabilization Fund. The Budget Stabilization Fund needs to be amended to match the General Fund amendment.
- A budget carryforward in the amount of \$3,854,882 was requested for the Northeast Annexation Infrastructure Capital Project. The exhibit that was included with the prior report inadvertently did not include fiscal year 2019/20 expenditures to calculate the correct balance to carry forward. The amount should have only been \$395,347. An amendment is needed to the CIP fund to correct the amount that was carried forward.
- Capital budgets and transfers of funds to the City Hall Modifications and Prewett Park Fencing projects were carried forward, however the movement/transfer in of funds to the CIP fund were excluded from the amendments inadvertently. The CIP fund budget needs to be amended to include these transfers.

- \$146,441 for the Curb, Gutter and Sidewalk Repair project was carried forward, but the corresponding funding carry forward from the Water, Sewer and Gas Tax Funds was inadvertently excluded. The budgets for these funds need to be amended.

ATTACHMENTS

- A.** Resolution Amending the Fiscal Year 2020/21 Budget
 - Exhibit A to Resolution – Budget Amendments

ATTACHMENT A

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AMENDMENTS TO THE FISCAL YEAR 2020/21 BUDGET

WHEREAS, the City Council considered and approved amendments to the fiscal year 2020/21 budget on November 24, 2020;

WHEREAS, further amendments are needed to correct the fiscal year 2020/21 budgets for projects carried forward on November 24, 2020; and

WHEREAS, City Council has considered the proposed amendments included in Exhibit A incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves amendments to the fiscal year 2020/21 budget as detailed in Exhibit A which is attached hereto and incorporated by reference.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of December 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

**EXHIBIT A
BUDGET AMENDMENTS - FY21**

Fund/Account	FY21 Budget	FY21 Amendment	FY21 Revised Budget	Purpose
Budget Stabilization Fund:				
Transfer Out	2,266,837	3,069,010	5,335,847	Increase amount to match General Fund amendment on 11.24.20
CIP Fund:				
Transfers In	1,690,072	395,445	2,085,517	Transfers for CIP carried into FY21
NE Annexation Infrastructure Project	5,354,882	(3,459,535)	1,895,347	Correct budget carry forward amendment on 11.24.20
Water Fund:				
Transfers Out	389,511	48,814	438,325	Carry forward transfer budget for Curb, Gutter & Sidewalk CIP
Sewer Fund:				
Transfers Out	388,436	48,814	437,250	Carry forward transfer budget for Curb, Gutter & Sidewalk CIP
Gas Tax Fund:				
Transfers Out	1,229,525	48,814	1,278,339	Carry forward transfer budget for Curb, Gutter & Sidewalk CIP



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*

SUBJECT: AB 1600 Development Impact Fee Report

RECOMMENDED ACTION

It is recommended that the City Council receive the FY2019/20 Annual Report of Development Impact Fees.

FISCAL IMPACT

This report does not require any expenditure and, as such, will have no fiscal impact on the City of Antioch.

DISCUSSION

Development Impact Fees

Assembly Bill (AB) 1600 (Cortese, 1987) was approved by the California Assembly in 1987 and was incorporated into California Government Code Section 66000-66008. These statutes are collectively known as the "Mitigation Fee Act" and impose specific requirements on cities that chose to collect development impact fees. GC 66006 requires that all cities that collect development impact fees publish an annual report on the development impact fees collected, the beginning balances, the ending balances, a description of the individual fees, and other general information. This report must be made available to the public within 180 days of the end of the fiscal year during which the fees were collected.

In March 2014, the City Council adopted a development impact fee schedule that is charged to new development in the City of Antioch to offset the related costs of new facilities and infrastructure. Specifically, four development impact fees were adopted: General Administration, Public Works, Police, and Parks and Recreation. These fees are specifically restricted to the construction of new facilities and cannot be used for salaries.

The City of Antioch Development Impact Fees became effective on July 1, 2014 and have been collected since FY 14/15. A summary of these fees and their balances are provided in the attached report and summarized below.

In total, the City took in \$1,063,735 in Development Impact Fees in FY 19/20. The total figure is much more than the FY 18/19 sum of \$902,298.80 due to a continued increase in development activity throughout the City of Antioch for a variety of reasons. The largest contributing project was the Nelson Ranch 3 (K Hovnanian Homes), who paid \$314,450.76. The Police Department was eligible to purchase new furniture/equipment due to the collection of \$218,207.00 in fees. The Capital Improvement Program will soon begin programming the \$86,086.00 balance for eligible projects.

The City Council need not take any formal action on this report.

ATTACHMENT

- A. City of Antioch Annual Report of Development Impact Fees (AB1600 Report) Fiscal Year 2019/20

ATTACHMENT “A”

**CITY OF ANTIOCH
ANNUAL REPORT OF DEVELOPMENT IMPACT FEES
(AB 1600 REPORT)
FISCAL YEAR 2019/20**



**PREPARED BY
CITY OF ANTIOCH
COMMUNITY DEVELOPMENT DEPARTMENT**

DEVELOPMENT IMPACT FEES DESCRIPTION

General Administration

The General Administration development fee covers new development's share of the costs associated with new administrative facilities, land acquisition, general vehicles, and information technology equipment. New capital facilities will be required as the City's service population increases. The fee helps maintain adequate levels of general administration service in the City of Antioch, including adequate City Hall and Council Chamber space and associated land needs as well as adequate service vehicles and technology utilized by the general government staff. Fee revenue is used to fund expansion of civic space, acquisition of vehicles and technology, and land purchase for new public space attributed to demand for new growth.

Public Works

The Public Works development impact fee covers new development's share of the costs associated with new/expanded corporation yard, building space, a garbage ramp, and Public Works vehicles. New capital facilities will be required as service population increases. The fee helps maintain adequate levels of Public Works service in the City of Antioch, including adequate corporation yard space and facilities as well as a garbage ramp and vehicles necessary for Public Works operation. Fee revenue is used to fund the expansion of corporation yard space, facilities, garbage ramp, and vehicle.

Police Facilities and Equipment

The Police Facilities development impact fee covers new development's share of the costs associated with a range of capital facilities, including Police stations, vehicles and other equipment. New capital facilities will be required as the City's service population increases. The fee will help maintain adequate levels of Police facilities, vehicles, and other equipment necessary for adequate Police service provision in the City of Antioch. Fee revenue is used to fund expansion of existing Police station and animal service facilities and acquire new vehicles and specialized equipment attributable to demand from new development.

Parks and Recreation Facilities

The Park and Recreation impact fee is designed to cover the costs associated with new parks and recreation facilities and equipment required to serve future growth in Antioch. It covers the appropriate share of the costs of developing new parks, Community Centers and facilities, library, and associated capital equipment (the park in-lieu fee under the Quimby Act provides revenues based on parkland needs and costs). New capital facilities will be required as the City's population increases. The helps provide adequate levels of parks and recreation facilities, Community Center, and library space. Fee revenue contributes funding toward parks and recreation facilities in a number of community parks as well as an additional 20,172 square feet of community facility space and a new library.

City of Antioch
Annual Report of Development Impact Fees
Fiscal Year 2019/20

FEE SCHEDULE
CC Resolution No. 2018/115 – 9/11/18

Development Impact Fee	Single-Family per unit	Multi-Family per unit	Senior per unit	Commercial \$ per square foot
General Administration	\$460	\$292	\$230	\$.07
Public Works	\$445	\$282	\$223	\$.06
Police	\$1,190	\$755	\$596	\$.17
Parks and Recreation	\$3,261	\$2,065	\$1,631	\$.00
TOTAL	\$5,356	\$3,394	\$2,680	\$0.30

DEVELOPMENT IMPACT FEES FY 19/20	
General Administration (3215500 46660)	\$84,366.00
Public Works (3215505 46661)	\$88,210.12.00
Police (3215510 46662)	\$218,207.00
Parks & Recreation (3215515 46663)	\$672,951.88
Total Development Impact Fees Collected	\$1,0663,735
Interest Earned– All accounts	\$66,564,14
TOTAL REVENUES	\$1,130,299.14
General Administration (3215500 46660)	\$0.00
Public Works (3215505 46661)	\$0.00
Police (3215510 46662)	\$231,230.00
Parks & Recreation (3215515 46663)	\$0.00
TOTAL EXPENDITURES	\$231,230.00
BEGINNING BALANCE	\$1,505,556.08
TOTAL REVENUES	\$1,130,299.14
TOTAL EXPENDITURES	\$231,230.00
ENDING BALANCE	\$2,404,625.22


CONTRIBUTING PROJECTS						
PROJECT NAME	GEN ADMIN	POLICE	PUB WORKS	PARKS & REC	3% ADMIN	TOTAL
ALBERT SEENO	\$9,660.00	\$24,990.00	\$9,345.00	\$68,481.00	\$3,374.28	\$115,850.28
BENCHMARK COMMUNITIES	\$9,890.00	\$25,530.00	\$9,540.00	\$70,084.00	\$3,526.93	\$118,570.92
DAVIDON HOMES	\$6,900.00	\$17,850.00	\$6,675.00	\$81,525.00	\$3388.50	\$116,338.50
DENOVA HOMES	\$10,120.00	\$26,180.00	\$9,790.00	\$71,742.00	\$3,534.96	\$121,366.96
DISCOVERY BUILDERS	\$4,140.00	\$10,710.00	\$4,005.00	\$29,349.00	\$1,446.12	\$49,650.12
K HOVANIAN COMPANIES	\$26,220.00	\$67,830.00	\$25,365.00	\$185,877.00	\$9,158.76	\$314,450.76
MERITAGE HOMES	\$19,780.00	\$51,170.00	\$19,135.00	\$140,223.00	\$6,909.24	\$237,217.24
TOTAL	\$85,710.00	\$224,260.00	\$83,855.00	\$647,281.00	\$31,338.79	\$1,072,444.79

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Resolution Authorizing the City Manager to Execute an Agreement with the Antioch Unified School District to Support Distance Learning

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

- 1) Approving an agreement between the City of Antioch and the Antioch Unified School District ("AUSD") in an amount not to exceed \$66,000, authorizing equipment and service charges for 846 mobile hotspots for AUSD students in the City of Antioch during the COVID-19 pandemic; and
- 2) Authorizing the City Manager to execute such agreement provided that the terms, conditions, and form of the agreement are acceptable to the City Manager and the City Attorney.

FISCAL IMPACT

Eligible AUSD expenses incurred through December 30, 2020 will be paid from the City's allocation of State CARES Act funding.

DISCUSSION

On July 28, 2020, the Antioch City Council provided direction to staff to partner with Antioch Unified School District to sponsor 1,000 households at a cost not to exceed \$66,000 through December 30, 2020 to aid with distance learning that will be taking place as a direct result of the COVID-19 crisis. A City Council resolution was adopted that specifically supported AUSD's participation in the Comcast Internet Essentials Sponsored Services Program for the purposes of providing internet services.

At this time, AUSD requests the City's reconsideration of the authorized approach with the same overarching goal of supporting distance learning of AUSD students in the City of Antioch. The accompanying resolution proposes to serve 846 student households with mobile hotspots and cover the associated service charges.

The hotspots and associated service charges are proposed for funding through CARES Act monies the City has accessed through the State of California. Eligible expenses are considered for reimbursement through December 30, 2020. The CARES Act guidelines identify support for distance learning as a qualifying activity if due to a public health emergency. It is noted that reimbursement from the State is subject to Federal Review and approval.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE
ANTIOCH UNIFIED SCHOOL DISTRICT (“AUSD”) IN AN AMOUNT NOT TO
EXCEED \$66,000 TO SUPPORT DISTANCE LEARNING FOR AUSD STUDENTS
AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT**

WHEREAS, Governor Newsom has declared that “In California, health data will determine when a school can be physically open – and when it must close – but learning should never stop”;

WHEREAS, Governor Newsom’s plan for learning and safe schools ahead of the 2020–2021 school year calls for “rigorous distance learning” including a requirement that all school districts to provide devices and connectivity, so that every child can participate in distance learning;

WHEREAS, Antioch Unified School District (“AUSD”) has transitioned from in-person to distance learning to mitigate the spread of the coronavirus;

WHEREAS, the City of Antioch seeks to support AUSD in its goal of ensuring that all students have access to an appropriate, coherent, and coordinated educational program;

WHEREAS, on July 28, 2020, the Antioch City Council provided direction to staff to partner with Antioch Unified School District to sponsor 1,000 AUSD households at a cost not to exceed \$66,000 through December 30, 2020; and

WHEREAS, AUSD proposes to amend the proposed approach to encompass equipment and service charges for 846 mobile hotspots deployed to AUSD students in the City of Antioch;

WHEREAS, the City Council has considered supporting an agreement between the City of Antioch and AUSD for the benefit of AUSD students utilizing State CARES Act monies allocated to the City of Antioch.

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

1. Approves an agreement between the City of Antioch and the Antioch Unified School District in an amount not to exceed \$66,000, authorizing equipment and service charges for 846 mobile hotspots for AUSD students in the City of Antioch during the COVID-10 pandemic utilizing State CARES Act monies allocated to the City of Antioch; and
2. Authorizes the City Manager to execute such agreement provided that the terms, conditions, and form of the agreement are acceptable to the City Manager and the City Attorney.

RESOLUTION NO. 2020/*

December 8, 2020

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of December 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Shaun Connelly, Distribution Superintendent *SC*

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

SUBJECT: Emergency Declaration and Award of Agreement with Pearson Exploration for Emergency Mitigation and Repairs to the Water Tank Hillside Erosion at the Water Treatment Plant

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution declaring an emergency and approving the agreement with Pearson Exploration for emergency mitigation and repairs to the water tank hillside erosion at the Water Treatment Plant in an amount not to exceed \$114,800. (Four-fifths (4/5) vote is required)

FISCAL IMPACT

Funding for this contract is available in the Water Enterprise Fund budget. The purchase order for Pearson Exploration is not to exceed \$114,800. The total cost of the repairs will be billed to the responsible party for reimbursement to the Water Enterprise Fund budget.

DISCUSSION

A contractor repairing communications equipment adjacent to the City's one-half million-gallon water tank at the City's Water Treatment Plant (WTP) struck the tank and a valve with his vehicle. As a consequence, the broken valve drained the tank, causing major damage and cumulative erosion to the hillside.

Immediately following the incident, staff pursued communication with the responsible party. Due to delayed resolution, staff engaged Kleinfelder, an engineering firm, to inspect and monitor the onsite conditions and potential impacts.

Staff, along with Kleinfelder, have now determined emergency mitigation is necessary as the damaged hillside poses a clear and imminent danger and requires action to prevent or mitigate loss or impairment to the commercial properties, their tenants and the general public located at the base of the hill. Similarly, there is an urgent need to expedite repairs as the approaching winter season may render conditions even more hazardous.

Per City of Antioch Municipal Code Section 3-4.28 "Emergency Response", *in case of an emergency when repair or replacements are necessary, the City may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts.* It is noted that this emergency declaration is justified per Municipal Code section 3-4.28.B.1 which states *the emergency will not permit a delay resulting from the competitive solicitations for bids and the action is necessary to respond to the emergency.*

Staff contacted six qualified contractors regarding this emergency project. Two contractors submitted quotes; three did not respond; one declined to provide a quote. Pearson Exploration is the lowest quote and has been selected as the most qualified contractor to perform this work.

The total cost of the repairs will be billed to the responsible party for full reimbursement to the City.

ATTACHMENTS

- A. Resolution
- B. Contractors Contacted
- C. Construction Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/***

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING A RESOLUTION DECLARING AN EMERGENCY AND APPROVING THE AGREEMENT WITH PEARSON EXPLORATION FOR EMERGENCY MITIGATION AND REPAIRS TO THE WATER TANK HILLSIDE EROSION AT THE WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$114,800.

WHEREAS, on July 8, 2020, a contractor repairing communications equipment adjacent to the City's one-half million-gallon water tank at the City's Water Treatment Plant (WTP) struck the tank and a valve with his vehicle and as a consequence, the broken valve drained the tank, causing major damage and cumulative erosion to the hillside.

WHEREAS, the responsible party has not committed to repairing the damages caused to the hillside;

WHEREAS, City staff contacted Kleinfelder, an engineering firm, for consultation and a repair design of the hillside which was received in October 2020;

WHEREAS, staff and Kleinfelder have determined emergency mitigation is necessary as the damaged hillside poses a clear and imminent danger and requires action to prevent or mitigate loss or impairment to the commercial properties, their tenants and the general public located at the base of the hill;

WHEREAS, there is an urgent need to expedite repairs as the approaching winter season may render conditions even more hazardous;

WHEREAS, adequate funding is available in the Water Enterprise Fund budget and the purchase order for Pearson Exploration is not to exceed \$114,800;

WHEREAS, the total cost of the repairs will be billed to the responsible party for full reimbursement of the Water Enterprise Fund budget;

WHEREAS, under the Emergency Contracting Procedures (PCC §22050), in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;

WHEREAS, Municipal Code Section 3-4.28 "Emergency Response" allows in case of an emergency when repair or replacements are necessary, the City may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts;

WHEREAS, this emergency declaration is justified per Municipal Code section 3-4.28.B.1 which states the emergency will not permit a delay resulting from the competitive solicitations for bids and the action is necessary to respond to the emergency;

WHEREAS, staff contacted six qualified contractors regarding this emergency project - two contractors submitted quotes, three did not respond, and one declined to provide a quote; and

WHEREAS, Pearson Exploration is the lowest quote and has been selected as the most qualified contractor to perform this work.

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

1. Finds that the emergency concerning mitigation and repairs to the water tank hillside erosion at the Water Treatment Plant will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.
2. Finds and declares that public interest and necessity demand the immediate expenditure of public funds to mitigate a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public service.
3. Finds that the potential for harm associated with the conditions described herein is such that the delay resulting from formally bidding this project would not be appropriate and immediate action is necessary to safeguard life, health, and property.
4. Authorizes the City Manager to execute an agreement with Pearson Exploration for emergency mitigation and repairs to the water tank hillside erosion at the Water Treatment Plant in an amount not to exceed \$114,800 in a form approved by the City Attorney.
5. Directs the City Manager to report to the City Council at its next meeting the reasons justifying why the emergency did not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the emergency. The City Council shall also review the action at every regular meeting thereafter until the action is terminated.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of December 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

CONTRACTORS CONTACTED

- **Teichert Construction-Simon**
 - Spoke with Simon on 10/29/20; said he would call back if interested, no returned call to date.
- **KDW Construction-Jason Bradford**
 - Left voicemail on 11/2/20; no returned call.
- **MJH Excavating-Mark Harris**
 - Field met with Mark Harris on 11/4/20; walked entire site, determined the job was too big.
 - Recommended Machado & Sons and Cal Valley Construction
- **Machado & Sons-Jason Machado**
 - Field meeting with Leo.
 - Submitted a bid of \$209,000 on 11/23/20.
- **Cal Valley Construction-Tony Sto**
 - Left voicemail on 11/9/20; no returned call.
- **Pearson Exploration-Ryan Pearson**
 - Submitted a bid of \$114,800 on 11/24/20.

ATTACHMENT "C"

EMERGENCY MITIGATION AND REPAIRS TO THE WATER TANK HILLSIDE EROSION AT THE WATER TREATMENT PLANT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of December 2020 by and between PEARSON EXPLORATION, hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, in consideration of the statements and conditions herein contained and for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to mitigate repairs consisting of slope reconstruction in the eroded cavity near the top of the slope using Presto Geoweb cell confinement layers; repairs consisting of infilling the erosion gully on the lower third of the slope with durable, crushed rock; and installation of a rock catchment wall, all located at the east hillside of the one-half million gallon water tank at the Water Treatment Plant, located at 401 Putnam Street in Antioch, CA.

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 forty-five (45) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **One hundred fourteen thousand eight hundred dollars (\$114,800.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF VALUES FOR
EMERGENCY MITIGATION AND REPAIRS TO THE WATER TANK HILLSIDE
EROSION AT THE WATER TREATMENT PLANT**

	<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Over Ex benches and keyway for geoweb slope reconstruction	1	\$79,850.00	\$79,850.00
2.	Install up to 25 linear feet of rockfall catchment wall three feet tall with three feet deep piers	1	\$16,275.00	\$16,275.00
3.	Repair/infill erosion gully (up to 60 lineal feet) and install rip rap rock	1	\$18,675.00	\$18,675.00
GRAND TOTAL:				\$114,800.00

4. **COMPONENT PARTS AND INTEGRATION**

This Agreement shall consist of the following documents, and all of which are incorporated herein by this reference

- A. Agreement
- B. Division A - Special Provisions
- C. Division B - General Provisions
- D. General Conditions (2006 Caltrans Standard Specifications) – on file only.
- E. Insurance Requirements (Specified in Division B - General Provisions)

These documents represent the entire and integrated agreement between City and Contractor and supersede all prior negotiations, representations, or agreements, whether written or oral.

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

CONTRACTOR: Pearson Exploration
708 Gravenstein Hwy N #186
Sebastopol, CA 95472

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.

7. VENUE

In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

8. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

CONTRACTOR:

PEARSON EXPLORATION

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: _____
Rowland E. Bernal, Jr., City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

SPECIAL PROVISIONS

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DIVISION "A"

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SECTION A-4:	SCHEMATIC PLANS	A-3

DIVISION "A"

SPECIAL PROVISIONS

SECTION A:

A-1. PREVAILING WAGE

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City Council of the City of Antioch has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, a copy of which is on file in the Office of the City Clerk. In addition, the contractor may obtain applicable prevailing wage information directly from the Department of Industrial Relations website at:

www.dir.ca.gov/dlsr/statistics_research.html.

A-2. DEPARTMENT OF INDUSTRIAL RELATIONS JOB SITE NOTICE

The Contractor must post job sites notices in compliance with Title 8 California Code of Regulations Section 16451 which state the following:

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (415) 703-5300

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

A-3. HOURS OF WORK – OVERTIME AND HOLIDAYS

The Contractor shall perform all work during the City of Antioch normal eight-hour (8-hr.) working day, beginning at 8:00 a.m. and ending at 5:00 p.m. If the Contractor wishes to work during any other hours or on weekends or City of Antioch holidays, the Contractor will pay all City expenses, plus a twenty five percent (25%) administrative fee and must comply with all state and overtime requirements. Written permission must be received from the City Engineer before any overtime is worked.

The City of Antioch holidays are as follows:

January 1 (New Year's Day)

The third Monday in January (Observance of Martin Luther King, Jr.'s Birthday)

February 12 (Lincoln's Birthday)

The third Monday in February (Observance of Washington's Birthday)

The last Monday in May (Observance of Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

November 11 (Veteran's Day)

The fourth Thursday in November (Thanksgiving)

The Friday after Thanksgiving

December 24 (Christmas Eve)

December 25 (Christmas Day)

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. When December 25 falls on Saturday, Friday, December 24, shall be observed as the Christmas Eve holiday. When December 25 falls on Sunday, both Friday and Monday shall be observed as holidays. When December 25 falls on Monday, Monday shall be observed as the Christmas holiday and December 22 shall be observed as the Christmas Eve holiday.

GENERAL PROVISIONS

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DIVISION "B"

GENERAL PROVISIONS

SECTION B-1: DEFINITIONS AND TERMS:

The provisions of Section 1, "Definitions and Terms," of the Standard Specifications shall apply, subject to the following additions, amendments, deletions, and modifications:

1-1.094 Contract Bonds. – The Contract Bonds consist of the Performance Bond and the Payment Bond. **Bonds can be provided for additional cost. Standard bonding amount is approximately 2 ½ % of the total project amount but will be priced at time of request.**

1-1.095 Contract Documents. – The Contract Documents include: Agreement; Notice to Contractors; Description of Project; General Conditions (2006 Caltrans Standard Specifications); Special Provisions; Construction Details; Contract Plans; Addenda, inclusive; Performance Bond; Payment bond; Bid Forms.

1-1.096 Contract Plans. – Shall have the definition of "Plans" set forth in Section 1-1.29 of the Standard Specifications.

1-1.13 Department. – The definition contained in Section 1-1.13, "Department," of the Standard Specifications is hereby deleted and replaced with the following: the City of Antioch. Specific references to Department of Transportation publications, tests, and approved materials shall mean publications, tests or approved materials issued by the California Department of Transportation, however.

1-1.132 Caltrans. – The California Department of Transportation.

1-1.134 DOT. – The U.S. Department of Transportation.

1-1.15 Director. – The definition contained in Section 1-1.15, "Director," of the Standard Specifications is hereby deleted and replaced with the following: the City Council of the City of Antioch or members thereof.

1-1.18 Engineer. – The definition contained in Section 1-1.18, "Engineer," of the Standard Specifications is hereby deleted and replaced with the following: the Director of Public Works of the City of Antioch, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1-1.182 Professional Engineer. – An engineer properly and duly licensed by the California State Board of Registration for Professional Engineers and Land Surveyors.

1-1.184 Resident Engineer. – The Resident Engineer is the City's Director of Public Works or the designated representative of the Director of Public Works.

1-1.205 FHWA. – The Federal Highway Administration, an agency of the U.S. Department of Transportation.

1-1.255 Legal Holidays. – The definition contained in Section 1-1.255, "Legal Holidays," of the Standard Specifications is hereby deleted and replaced with the following: The following days are designated as Legal Holidays under the Contract: January 1st; the third Monday in January; February 12th; the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; the Friday after Thanksgiving Day; December 24th and December 25th. When a designated Legal Holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be a designated Legal Holiday. When December 25 falls on Monday, Monday shall be observed as the Christmas holiday and December 22 shall be observed as the Christmas Eve holiday.

1-1.26 Liquidated Damages. – The definition contained in Section 1-1.26, "Liquidated Damages," of the Standard Specifications is hereby deleted and replaced with the following: The amount prescribed in the Contract Documents to be paid by one of the parties to the other as set forth in the Contract. Liquidated damages shall be paid to the City or shall be deducted from any payments due or to become due the Contractor for each calendar day's delay in fully and finally completing the whole or any specified portion of the work beyond the time allowed in the Contract Documents.

1-1.31 Proposal. – The definition contained in Section 1-1.31, "Proposal," of the Standard Specifications is hereby deleted and replaced with the following: The offer of the Bidder for the work when made out and submitted on the prescribed Proposal Forms, properly signed and guaranteed. Except as provided by Public Contract Code Section 5100 et seq., the submission of Bidder's Proposal shall constitute an irrevocable offer by Bidder, and the Bidder may not withdraw its offer at any time during City's consideration of the received Proposals.

1-1.335 Request For Information ("RFI"). – A written request prepared by the Contractor seeking interpretation or clarification of the Contract Documents.

1-1.372 Addenda. – Written revisions designated by specific addendum number to any of the Contract Documents issued by the City before bid opening.

1-1.38 Specifications. – The definition contained in Section 1-1.38, "Specifications," of the Standard Specifications is hereby deleted and replaced with the following: "Specifications" shall mean: The directions, provisions and requirements contained in the Contract Documents.

1-1.385 Standard Specifications. – The 2006 edition of the Standard Specifications of the California Department of Transportation.

1-1.39 State. – All references in the Standard Specifications to the "State" shall be interpreted to refer to the City of Antioch or its corresponding agency, office, or officer acting under this Contract. References to state law shall still refer to the applicable provisions of the laws of the State of California, however.

1-1.392 State Highway Engineer. – The City's Director of Public Works.

1-1.394 Transportation Building – Sacramento. – Office of the Director of Public Works, City of Antioch.

1-1.396 Office of the District. – Whenever, in the Specifications, reference is made to the office of the District or the District's office, such references shall be deemed made to the City's offices, located at 200 "H" Streets, Antioch, California 94531-5007. The mailing address for the City is P.O. Box 5007, Antioch, California 94531-5007.

1-1.398 City. – The City of Antioch, also referred to as “owner” or as the “public body.”

1-1.40 State Contract Act. – The definition contained in Section 1-1.40, "State Contract Act," of the Standard Specifications is hereby deleted and replaced with the following: The term "State Contract Act" shall mean: An act to regulate contracts for the erection, construction, alteration, repair or improvement of any city public building or works of any kind, to be found in Chapter 1, Part 3, Division 2, of the Public Contract Code, commencing at Section 20160. The State Contract Act is not applicable to this Contract, except to the extent that particular sections of the State Contract Act are specifically incorporated by reference in these Special Provisions.

1-1.49 Suppliers. – As used herein, the term “suppliers” shall include any and all fabricators of any materials to be used as a part of Contractor’s work under the Contract.

1-1.50 Synonym. – "Directed," "required," "permitted," "ordered," "designated," "prescribed," and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer. "Approved," "verified," "acceptable," "satisfactory" and words of like import shall mean approved or verified by or acceptable or satisfactory to the Engineer. The words "necessary," "appropriate," "proper" and words of like import shall mean necessary or appropriate or proper in the opinion of the Engineer.

SECTION B-3: AWARD AND EXECUTION OF CONTRACT

The provisions of Section 3, "Award and Execution of Contract," of the Standard Specifications shall apply, subject to the following additions, amendments, deletions, and modifications:

3-1.03 EXECUTION OF CONTRACT. The following is added to Section 3-1.03, "Execution of Contract," of the Standard Specifications after the last paragraph of said section:

Within fifteen (15) days, not including Saturdays, Sundays and legal holidays, after the Bidder has received the Contract for execution, the successful Bidder shall also supply satisfactory evidence of Contractor's compliance with the Contract requirements regarding insurance and bonds.

SECTION B-4: SCOPE OF WORK

The provisions of Section 1 of the Agreement, and Section 4, "Scope of Work," of the Standard Specifications shall apply, subject to the following additions, amendments, deletions and modifications:

Contractor shall remove and replace curb necessary to slope playground from southwest to northeast (approximately ½ percent) as directed by the Engineer. The exact quantity of curb to be placed is unknown and will be field verified. Additional quantities for Curb to remove and replace will be paid for at the unit price shown in the schedule of values. Curb removed and replaced must be appropriately dowelled together as approved by the Engineer. Curb shall be reinforced with two #4 rebar top and bottom. Compensation for flat work and curb not provided for in the schedule of values will be compensated through a change order and will be considered extra work.

All work to meet all current government codes, laws, and requirements.

4-1.00A PROSECUTION OF WORK AND LIQUIDATED DAMAGE AMOUNT. Attention is directed to Section SP8-1.03, "Beginning of Work," and Section A-4, "Time of Completion," of these Special Provisions.

The Contractor shall begin work no later than 10 calendar days after the effective date of the Notice to Proceed and shall thereafter diligently and continuously prosecute the work to full and final completion.

The Contractor shall be subject to liquidated damages in the event that its work is completed late. It is hereby agreed that in case all of the work called for under the Contract in all parts and requirements is not fully and finally finished or completed within the number of days as set forth above, damage will be sustained by the City. Moreover, it is further agreed that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage that the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor will pay to the City the following liquidated damage amount:

ONE THOUSAND DOLLARS (\$1,000) PER CALENDAR DAY

for each and every day that the Contractor delays in fully and finally finishing the work in excess of the number of days prescribed and the number of additional or deductive days, if any, authorized by Contract Change Order. Contractor shall pay said liquidated damages as herein provided and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

Liquidated Damages due herein shall be in addition to any amounts that may be due under provisions located elsewhere in the Contract.

4-1.06 GUARANTY OF WORK. Contractor warrants to the City that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all work (without limitation, including all materials, equipment and workmanship) will be of the specified quality, free from faults and defects and in full and complete conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly authorized by the Engineer, will be considered defective by the City.

Contractor hereby agrees to correct, repair and/or replace all defective work if the deficiencies are discovered by the City during a period of two (2) years from the date of City's acceptance of the Contract or for such longer periods of time as set forth with respect to specific warranties elsewhere in these Contract Documents. In addition to making such corrections, repairs and/or replacements, Contractor shall correct, repair and/or replace any other components of the Project that are damaged as a result of such defective materials, equipment and/or workmanship.

It is expressly understood and agreed that City's use of any portion of the Contractor's completed work does not commence the warranty period(s) referenced in this section. City has no obligation to accept any portion of the Contractor's work until the entire Contract has been completed to the satisfaction of the Engineer, even if City has used or is using portions of the Contractor's work.

Contractor's warranty work shall be at its own cost and expense. Contractor shall bear all costs of correcting, repairing and/or replacing all defective work, including, but not limited to, City's staff costs and its costs of consultants that advise the City with regard to the defective work and the appropriate response of Contractor to such work.

Contractor's warranty work shall be performed in a prompt and timely manner and at the reasonable convenience of the City. If the Contractor fails to perform and complete the warranty work within a reasonable time period set forth by the City in its notice to the Contractor, the City may, but shall not be required to, correct such defective or nonconforming work. Contractor shall pay all out-of-pocket costs incurred by the City in performing the corrective action, including architectural, engineering and other consultant's fees and administrative expenses.

Without limiting the responsibility or liability of the Contractor under the Contract, all warranties given by manufacturers with respect to materials incorporated in the work are hereby assigned by the Contractor to the City. If requested, Contractor shall execute formal assignments of said manufacturers' warranties to the City.

It is expressly understood and agreed that City's payment, whether final or otherwise, to the Contractor shall not serve as an acceptance of any defective work supplied by Contractor. Contractor shall correct all defective work, whether it is observed before or after the City's acceptance of the Contract. The warranties set forth herein and elsewhere in the Contract Documents shall survive final acceptance of the work.

Contractor's warranty obligations, whether expressly indicated in the Contract Documents or implied by law, are cumulative and not alternative or exclusive. A particular warranty obligation shall not alter or limit any other warranty or any other City remedy or right provided under the Contract Documents or by applicable law. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby or under applicable law. The Contract's establishment of a specific warranty period relates only to the specific obligation of Contractor to correct, repair and/or replace defective work, and it has no relationship to the time within which a lawsuit may be filed based on Contractor's failure to comply with the Contract Documents or applicable provision of law. Specifically, and without limiting the foregoing, notwithstanding the expiration of any warranty period, City shall have the right to bring suit against the Contractor for latent construction defects pursuant to Code of Civil Procedure section 337.15 or other applicable law, and Contractor shall be held responsible for such defects if proven by the City.

SECTION B-5: CONTROL OF WORK

- A. Authority of Engineer. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and state of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final and he/she shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.
- B. Plans and Working Drawings. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

The contract plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing.

The contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working drawing after it has been approved by the Engineer.

It is expressly understood, however, that approval of the Contractor's working drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the contract plans and specifications.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which such drawings relate and no additional compensation will be allowed therefor.

- C. Conformity With Contract Documents and Allowable Deviations. Work and materials shall conform to the lines, grades, cross sections, dimensions and materials requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurement, sampling and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefrom shall be final.

Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

- D. Coordination and Interpretation of Plans, Standard Specifications, and Specifications and Special Provisions. The Standard Specifications, the plans, and Specifications and Special Provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Plans shall govern over Standard Specifications; Specifications and Special Provisions shall govern over both Standard Specifications and plans.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

- E. Order of Work. When required by the Specifications and Special Provisions or plans, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

- F. Superintendence. The Contractor shall designate in writing before starting work, an authorized representative who shall have authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or his authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which orders shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

- G. Lines and Grades. Such stakes or marks will be set by the Engineer as he determines to be necessary to establish the lines and grades required for the completion of the work specified in the specifications, on the plans and in the Specifications and Special Provisions. When the Contractor requires such stakes or marks, he shall notify the Engineer of his requirements in writing at least 72 hours in advance of starting operations that require such stakes or marks.

Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case such stakes or marks are destroyed or damaged they will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due to the Contractor.

- H. Inspection. The Engineer shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Specifications, Special Provisions and the plans. All work done and all materials furnished shall be subject to his inspection.

The inspection of the work or materials shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Engineer or that payment therefore has been included in a progress estimate.

Projects financed in whole or in part with County, State and/or Federal funds shall be subject to inspection at all times by the agency involved.

- I. Removal of Rejected and Unauthorized Work. All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed him for such removal, replacement, or remedial work.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Engineer made under this section, the Engineer may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the Contractor.

- J. Character of Workmen. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he/she shall be discharged immediately on the direction of the Engineer, and such person shall not again be employed on the work.

- K. Final Inspection. When the work has been completed, the Engineer will make the final inspection.

SECTION B-6: CONTROL OF MATERIALS

- A. General. The control of the materials required to complete the work including, but not limited to, the sources, handling, testing, and rejection shall conform to Section 6 of the Standard Specifications.
- B. Samples and Tests. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as described by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in the Standard Specifications and these Specifications and Special Provisions.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

- C. Defective Materials. All materials which the Engineer has determined do not conform to the requirements of the plans and specifications will be rejected, whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under the provisions in this section, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.
- D. Substitution of Equals. Whenever in the plans or specifications, any material, equipment or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, and the Contractor desires to offer a substitute material, equipment or process as the case may be, on the basis that the substitute is the equal in every respect to that so indicated or specified, then the Contractor shall first submit to the Engineer for his approval, such detailed plans and specifications and other data as the Engineer may deem necessary to enable him/her to determine if the substitute is the equal of that specified.

The Engineer shall in all cases be the judge as to whether the substitute offered is the equal in all respects of the material, equipment or process specified.

If the material, equipment or process offered by the Contractor is not, in the opinion of the Engineer, equal in every respect to that specified, then the Contractor must furnish the material, equipment or process specified, or one that in the opinion of the Engineer is the equal thereof in every respect.

If the material, equipment or process offered by the Contractor is, in the opinion of the Engineer, equal in every respect to that specified, and is approved for substitution, then the City shall receive the full benefit of any saving in cost to the Contractor, which might result in such substitution.

In the event that a material, equipment, or process is substituted in place of that specified,

in accordance with the above, and such substitution, in the opinion of the Engineer, makes it necessary to change, alter, modify or redesign any unit or part of the plant or project, of which the substitution is a part, then the Contractor shall pay all costs, including engineering costs, occasioned by such change, alteration, modification or re-design.

SECTION B-7: LEGAL RELATIONSHIP AND RESPONSIBILITIES

The provisions of Section 7, "Legal Relations and Responsibilities," of the Standard Specifications shall apply, subject to the following additions, amendments, deletions, and modifications:

7-1.12 INDEMNIFICATION AND INSURANCE. Section 7-1.12, Indemnification and Insurance," of the Standard Specifications is hereby deleted and replaced with the following:

RESPONSIBILITY / INDEMNIFICATION PROVISIONS. The Contractor shall indemnify and save harmless the City and its representatives (as defined below) from any and all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor and its subcontractors) or damage to property from any cause whatsoever arising out of, connected to, or in any way related to the Contractor's work (including the work of its subcontractors) or performance of this Contract, except to the extent that such claims, suits or actions were caused by the sole negligence, active negligence or willful misconduct of the City or such indemnification is otherwise prohibited under applicable law. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnification shall survive termination of the Contract.

The Contractor's indemnity obligation shall not extend to claims to the extent they arise from any defective or substandard condition of the roadway which existed at or prior to the time the Contractor commenced work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain.

The Contractor waives any and all rights to any type of express or implied indemnity against the City and its representatives. It is expressly understood and agreed that the Contractor shall indemnify and save harmless the City and its representatives from the type of claims, suits, or actions specified above regardless of the existence of the passive negligence of the City and/or its representatives.

As used herein, the term "representatives" shall refer to the City's Council members, City Manager, City Attorney, City Clerk, Treasurer, other officers, employees, agents, insurers, successors, assigns, and consultants. Contractor's obligations hereunder to the City and its representatives are independent and severable obligations. It is expressly understood and agreed that any consultants working for the City are independent contractors to the City, and any active negligence of such consultants shall not affect the Contractor's indemnification responsibilities to the City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the City and its representatives, unless this time has been extended by the City and its representatives. If the Contractor fails to accept a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts the tender of defense, whichever occurs first.

Nothing in the Contract is intended to make the public or any person a third party beneficiary under this Contract, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

INSURANCE PROVISIONS. The Contractor shall not commence work under this Contract until evidence has been furnished of the insurance coverage of the types and amounts specified in these Special Provisions. Such insurance shall provide adequate protection for the City of Antioch, its Council members, City Attorney, City Clerk, Treasurer, other officers, employees, agents, while acting in such capacity, and their successors or assignees, as they now or as they may hereinafter be constituted singly, jointly or severally, the United States of America, the State of California against all claims, liability damages and accidents of any kind.

The Contractor shall maintain such insurance in force during the life of this Contract. The Contractor shall furnish the City with satisfactory proof of insurance coverage as specified in these Special Provisions, and all policies shall provide for thirty days' written notice to the City by mail prior to cancellation, reduction in coverage, or expiration.

Neither approval by the City, nor a failure to disapprove insurance furnished by the Contractor, shall release the Contractor of full responsibility for all claims, liability, damages and accidents as set forth herein.

The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy requirements of the insurers for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the Insurance Carrier and the Engineer, giving full details of the claim.

MINIMUM SCOPE AND LIMITS OF INSURANCE. Coverage shall be at least as broad as the following:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

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 the Entity.

DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the City in writing. At the option of the City, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insureds: The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
- B. Project Claims: For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Coverage Cancellation: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

CLAIMS MADE POLICIES. If any coverage required is written on a claims-made coverage form:

- A. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- C. 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- D. A copy of the claims reporting requirements must be submitted to the City for review.
- E. If the services involve lead-based paint or asbestos identification/remediation, the Contractors 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.

ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Entity.

WAIVER OF SUBROGATION. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. 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 Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

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. For CGL coverage subcontractors

shall provide coverage with a format least as broad as CG 20 38 04 13.

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 circumstances.

SECTION B-8: PROSECUTION AND PROGRESS

- A. General. The prosecution and progress of the work shall conform to Section 8 of the Standard Specifications and these Specifications and Special Provisions.
- B. Subletting and Assignment. Attention is directed to Section 8-1.01 of the Standard Specifications which provides that the Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and he will be held responsible for their work which shall be subject to the provisions of the of the contract and specifications.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

Attention is directed to Section 8-1.02 of the Standard Specifications. The performance of the contract may not be assigned except upon written consent of the Engineer.

- C. Commencement of Work, Progress, and Time for Completion. The Contractor shall begin work within ten (10) days after receiving notice that the contract has been approved and shall diligently prosecute the same to completion before the expiration date set forth in Division "A" of these Specifications and Special Provisions.
- D. Temporary Suspension of Work. The Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work.
- E. Time of Completion and Liquidated Damages. The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the Special Provisions.

It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Antioch, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of one thousand dollars (\$1,000) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and

completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during the delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within fifteen (15) days from the beginning of any such delay, notify the Engineer, in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

It is also hereby agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit set forth in these specifications and the City Council extends the time for completion as provided for above, the number of days by which the time for completion is extended being herein referred to as the "delay", then such portion, if any, of the delay as shall be the responsibility of the City, if the delay that is the responsibility of the City is unreasonable under the circumstances and not within the contemplation of the parties to the contract, may result in the Contractor sustaining damage. It is further agreed by the parties that in such case, it is and will be impracticable to determine the actual damage that the Contractor will sustain; and it is therefore agreed that: (1) the City will pay to the Contractor the sum of One Hundred Dollars (\$100.00) per day for each and every day's delay as shall be the responsibility of the City, if and to the extent that the delay that is the responsibility of the City is unreasonable under the circumstances and not within the contemplations of the parties to the contract, and (2) the Contractor will not be charged by the City with liquidated damages in the amount as set forth in the second paragraph of the subsection "E" for the portion of the delay that the City is obligated to pay the Contractor. This provision is contemplated by the parties to provide for the liquidation of damages that the Contractor may sustain to the extent and only to the extent required by Section 7102 of the Public Contracts Code and notwithstanding anything to the contrary herein, shall be so construed, and to the extent that Section 7102 permits the City to limit its liability to an extension of time, only for delay it is hereby agreed by the parties that such limitation is contemplated hereby and by Subsection "I", Compensation, of this Section B-8. In any event the City will not be liable for liquidated damages and will not be obligated to pay the Contractor for any delay caused by acts of God or of the public enemy, acts of the Contractor, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

- F. Termination of Contract. Failure to supply an adequate working force or material of proper quality or in any other respect to prosecute the work with the diligence and force specified by the contract, is grounds for termination of the Contractor's control over the work and for taking over the work by the City.
- G. Utility Facilities. The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The right is reserved to the City and the owners of facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities

or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces. Attention is directed to the possible existence of underground facilities not known to the City, or in a location different from that which is shown on the plans or in the Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.

- H. Compensation. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore, except that this provision does not constitute a required waiver, alteration, or limitation of the applicability of Section 7102 of the Public Contracts Code.

SECTION B-9: MEASUREMENT AND PAYMENT

- A. General. Attention is directed to Section 9 of the Standard Specifications which includes procedures for determination of payments, compensation for extra work by force account, partial payments, and final payments.
- B. Scope of Payment. The contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City, and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation will be made in any case for loss of anticipated profits.

- C. Extra and Force Account Work. Extra work as herein before defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided, and as provided in Section 4 of the General Provisions of the Standard Specifications. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing or by force account as provided in Section 9-1.03 of the Standard Specifications.
- D. Stop Payment Notices. The City of Antioch, by and through the Public Works Director or other appropriate city office or officers may at its option and at any time, retain out of any amounts due the Contractor sums sufficient to cover claims stated in stop notices filed pursuant to Section 3179 et seq of the Civil code and to provide for the cost of any litigation thereunder.
- E. Progress Payments. The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, to the time of such estimate, and the value thereof. The City of Antioch shall retain five percent (5%) of such estimated value of the work done and the fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the

Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

- F. Substitution of Securities for Withheld Amounts. Pursuant to Division 2, Part 5 (commencing with Section 22300) of the Public Contracts Code of the State of California, the Contractor may substitute securities for any moneys withheld to ensure performance. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, and the City shall then pay such moneys to the Contractor.

Eligible securities shall include those listed in Section 16430, California Government Code, or bank or savings and loan certificates of deposit, interest bearing demand deposits, accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for moneys, and shall receive any interest on such securities.

Any escrow agreement shall be substantially similar in form to the form of escrow agreement included in Section 22300 of the Public Contracts Code.

- G. Finalizing Progress Payment. The Engineer shall, after the completion of the contract, make a final estimate of the amount of work done, and the value of such work, and the City of Antioch shall pay ninety-five percent (95%) of the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provision of the contract.

- H. Final Payment. The five percent (5%) retained by the City of Antioch after each progress payment is made shall be due and payable to the Contractor after the expiration of thirty-five (35) days from the date of recordation of the Notice of Completion following acceptance of the work by the City. It is expressly understood that said final payment or a portion thereof may not be paid to the Contractor if any stop notices are filed properly.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be acceptance of any defective work or improper materials.

Payment by the City of the final amount due under the contract including payment based upon adjustments for any work done in accordance with any alterations of the contract shall be contingent upon the Contractor furnishing the City with a release of all claims against the City arising by virtue of the contract related to amounts paid or payable thereunder. In the event the Contractor has any such claims, such claims in stated amounts may be specifically excluded by the Contractor from the release, in which case the payment by the City may be of only undisputed amounts.

- I. Repair or Reconstruction of Defective Work. If, within a period of one (1) year after final acceptance of the work performed under this contract, any structure or part of any

structure furnished and/or installed or constructed, or caused to be installed or constructed by Contractor, or any of the work done under this contract, fails to fulfill any of the requirements of this contract or the specifications referred to herein, Contractor shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Contractor fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Contractor can be notified, City may, as its option, make the necessary repairs or replacements or perform the necessary work and Contractor shall pay to City the actual cost of such repairs plus twenty-five percent (25%).

- J. Fiscal Agent Payment. With certain exceptions all moneys for the progress payments and final payment under the contract may be held by a bank as the Fiscal Agent of the City. If moneys are so held, the Fiscal Agent will mail by regular mail checks drawn on the Fiscal Agent payable to the Contractor to the mailing address specified on the payment request certified and approved by the City. A separate payment request will be used for the exceptions and in that case the City Treasurer will mail by regular checks or warrants payable to the Contractor to the mailing address specified on the separate payment request certified and approved by the City.

SECTION B-10: DUST CONTROL

The Contractor shall provide suitable means for dust control by applying either water or dust palliative for his operations within the limits of the work. In lieu of conflicting provisions of the Standard Specifications, full compensation for providing dust control shall be considered included in the prices paid for the various contract items of work, and no additional compensation shall be allowed therefore.

SECTION B-11: CONSTRUCTION AND DEBRIS RECYCLING

On January 10, 2017 the Antioch City Council passed and adopted Ordinance No. Ord. 2123-C-S dealing with construction and demolition debris recycling. This ordinance requires a minimum 65% diversion of job site materials from the landfill and requires all contractors to submit a completed Waste Management Plan (WMP). Submission of the required WMP shall be done on a monthly basis as a condition of the progress payment for the contract.

WASTE MANAGEMENT PLAN

This project is covered under our new Construction & Demolition Recycling Ordinance. This ordinance requires that at least 65% of the construction and demolition (C&D) debris generated from the job-site be salvaged and/or recycled. Below are the general guidelines for the WMP process:

TO RECEIVE YOUR NOTICE TO PROCEED: MIRACLE PLAYSYSTEMS NOT RESPONSIBLE FOR PERMITTING WITH CITY DIRECTLY:

- ☐ Complete Page 1 and Section I of the WMP
- ☐ Contract and Property Owner's signatures are required
- ☐ Submit the WMP to the permit desk or directly to the WMP Compliance Official
- ☐ Once the submitted WMP is approved, your permit will be issued
- ☐ A copy of your approved WMP will be returned to you with your building permit

WHILE ON THE JOB:

- ☐ Keep records of all material reused, recycled or landfilled from the site
- ☐ Official weight tags will need to be submitted with the final WMP prior to a final inspection
- ☐ Official weight tags must contain the 1) Job site address, 2) Weight of load, 3) Material types and 4) If the materials were recycled, salvaged or disposed
- ☐ Contact Julie Haas-Wajdowicz, at 925-779-7097 if you need any assistance or have questions

PRIOR TO RECEIVING YOUR FINAL INSPECTION:

- ☐ Complete Section II of the WMP
 - ☐ Submit the final WMP and all applicable documentation to the Building Dept 3 days before you want your final inspection for approval.
- Once your final WMP is approved, a final inspection can occur.



ANTIOCH CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING ORDINANCE WASTE MANAGEMENT PLAN (WMP)

Project No. _____	
<input type="checkbox"/> Initial WMP Approved <input type="checkbox"/> Final WMP Approved <input type="checkbox"/> Waived <input type="checkbox"/> Not Approved	
Staff Initials: _____	
<i>For Cityuse only</i>	

Antioch C&D Recycling Ordinance requires at least 65% diversion of job-site waste materials from the landfill. More information about this ordinance can be found at <https://www.antiochca.gov/environment/c-and-d/>

1. Please answer the following:

Property Owner Name/Ph.#	
Job-site Address:	
Name of Project Manager:	
Project Name/Description:	
Contractor's Name/Address:	
Contractor's Phone Number:	
Cellular Phone Number:	
Fax Number:	
Email Address:	

2. Briefly state how materials will be sorted for recycling and/or salvage on the job site.

3. Will this project require the use of sub-contractors? Yes No

4. If yes, briefly state how you plan to inform and ensure participation by the sub-contractors of your job-site recycling and waste management responsibility.

5. **Section I** (next page):

- Identify the type of job-site waste materials to be recycled, salvaged or disposed of.
- Identify how materials will be handled, who will haul materials and what facility materials will be going to.
- Contractor and/or Property Owner must sign in the spaces provided prior to initial WMP approval.

6. **Section II** (next page):

- Upon completion of project, fill this section out with supporting documentation such as: receipts, spreadsheets, etc...

WASTE ASSESSMENT

Section I. BEFORE START OF PROJECT: Identify the materials that you estimate will be recycled, salvaged or landfilled. Identify the handling procedure, hauler and destination of each material type.

Section II. UPON COMPLETION OF PROJECT: Indicate the material types and quantities recycled, salvaged or landfilled from this job-site. **Official weight tags must be submitted with this completed report** identifying 1) job site address, 2) weight of load(s), 3) material type(s), and 4) if materials were recycled, salvaged or disposed. Samples of official weight tags can be found at <https://www.antiochca.gov/environment/c-and-d/>.

Material Type	Section I Identify Materials (✓)			Handling Procedure, Hauler or Final Destination of Materials	Section II Quantity of each material (by weight)			City use only Acceptable weight tag (staff initials)
	Recycle	Salvage	Landfill		Recycled	Salvaged	Landfilled	
Asphalt & Concrete								
Brick, Tile								
Building materials-doors, windows, fixtures, cabinets								
Cardboard								
Dirt/Clean Fill								
Drywall								
Carpet padding/ Foam								
Plate/window Glass								
Scrap Metals (steel, aluminum, brass, copper, etc.)								
Unpainted Wood & Pallets								
Yard Trimmings (brush, trees, stumps, etc.)								
Other:								
Garbage								

If less than 65% or no waste materials are targeted for recycling or salvage, please state why:

Contractor's Signature/Date

Property Owner's Signature/Date

SECTION B-12: GENERAL CONDITIONS

The General Conditions applicable to this work are the provisions contained in the Standard Specifications (May 2006 edition) published by the State of California, Department of Transportation, which are incorporated by this reference as though set forth in full. Certain of these General Conditions are added to, amended, deleted, or modified by the Special Provisions which follow. All reference to the "Department" or "CalTrans" shall be interpreted to mean the City of Antioch when read in conjunction with these Contract Documents.

Copies of the Standard Specifications may be purchased from the State of California, Department of Transportation, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815. Telephone number is (916) 445-3520.

END OF SECTION

PEARSON EXPLORATION

708 Gravenstein Hwy N# 186
Sebastopol, CA 95472

707-824-4888

PROPOSAL

Name/Address
Kleinfelder Attn: Jeff Richmond 2240 Northpoint Parkway Santa Rosa, CA 95407

Date	Proposal	Project
11/23/20	217	

P.O. No.
Antioch Slide Repair

Item	Description	Quantity	Total
	Total materials, labor and equipment used to provide slide repair services in Antioch as per Kleinfelder site plans dated Nov. 2020.		
Slide Repair	Over Ex benches and keyway for geoweb slope reconstruction as per Kleinfelder plans figure (page) 3		79,850.00
Slide Repair	Install up to 25lf of rockfall catchment wall 3' tall with 3' deep piers as per figure (page) 5		16,275.00
Slide Repair	Repair/infill erosion gully (up to 60lf) and install rip rap rock as per figure (page) 4.		18,675.00
Disclosure	Pearson. Exploration will schedule all meetings and inspections with couty and engineer. No permits and/or fees that may be necessary are included. Traffic control not included. No off haul No electrical hook up included Any rock or material encoutered that cannot be excavated with our equipment will be an extra		0.00
Total			

CITY OF
ANTIOCH
CALIFORNIA


STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin Valente, Contract Planner
Raney Planning & Management, Inc.

REVIEWED BY: Alexis Morris, Planning Manager

APPROVED BY: Forrest Ebbs, Community Development Director 

SUBJECT: Cookies Cannabis Dispensary (UP-19-14)

RECOMMENDED ACTION

It is recommended that the City Council consider the Planning Commission's recommendation to adopt the resolution to approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery subject to the conditions contained in the resolution. The proposed resolution is included as Attachment "A" to this staff report.

DISCUSSION

Requested Approvals

The applicant, Bakery Antioch, Inc. (Cookies Dispensary), requests approval of a Use Permit to operate a cannabis dispensary with delivery. The subject property is located at 2515 West Tenth Street (APN 074-051-018).

Environmental

The proposed project would occupy an existing structure. Therefore, staff has determined the proposed project to be exempt from the provisions of the California Environmental Quality Act (CEQA) under Class 1, Section number 15301 (Existing Facilities) which includes interior or exterior alterations of an existing structure.

Background

With the passage of Proposition 64 in November of 2016, California residents over the age of 21 can legally use marijuana without a medicinal card if not in a public place. Californians can carry and use up to one ounce of marijuana and grow up to six plants for personal use. Recreational sales of marijuana did not go into effect until January 1, 2018. The possession, sale and distribution of cannabis is now legal under California State law, subject to provisions contained in the law, including a State licensing requirement. The law did not mandate that local agencies accommodate any or all forms of cannabis businesses and much discretion remains with cities and counties.

On May 2, 2018, the Antioch Planning Commission recommended to the City Council approval of an Ordinance amending Title 9, Chapter 5 of the Antioch Municipal Code, thereby creating new provisions for the consideration of cannabis businesses in the City of Antioch. The City Council introduced the ordinance on May 22, 2018 and approved the ordinance on June 26, 2018. The ordinance went into effect on July 26, 2018. The Code Amendment established new definitions, imposed basic standards, and created a new Cannabis Business (CB) Zoning Overlay District. Within the CB Zoning Overlay District, a party may apply for a Use Permit from the City Council for the establishment of a Cannabis Business. Unlike the typical Use Permit process, a cannabis Use Permit must be reviewed by the City Council after a recommendation by the Planning Commission.

On September 11, 2018, the Antioch City Council adopted Cannabis Guidelines by approval of Resolution No. 2018/117. The purpose of the guidelines is to provide the public and potential applicants with the City of Antioch's general expectations relating to the design and operation of a cannabis business.

At the Planning Commission meeting on October 21, 2020, the Planning Commission voted 4-2 to recommend to the City Council that the Use Permit be approved. A copy of the draft Planning Commission meeting minutes have been included as Attachment "I" to the staff report.

The Planning Commission had several questions for staff regarding Fire and Police Department review of the proposed project, the Use Permit, proposed retail items, the required Operating Agreement, and parking concerns.

The project was routed to the Contra Costa County Fire Protection District (CCCFPD), who submitted a comment letter with standard comments. Planning staff explained there were currently no outstanding concerns from the CCCFPD and during the building permit process, the CCCFPD would have to sign off on the project. Captain Morefield from the Antioch Police Department reported that there had been a relatively small number of calls for service at dispensaries currently operating in Antioch, which he attributed to the strong security measures the City had created. In addition, Captain Morefield verified that there were no outstanding issues regarding this application and noted that he met with and provided feedback to the applicant who was very receptive. Furthermore, Captain

Morefield stated that two-armed security guards were more than adequate for a business of this size.

Planning staff also explained the timing and expiration of the proposed Use Permit, and that if the applicant does not receive a building permit within 2-years, the applicant could request a one-year extension on the Use Permit. Once a building permit is approved, the Use Permit would be in perpetuity as long as the use remained in compliance with all the conditions of approval.

The Planning Commissioners also had questions regarding the retail items that would be available in the dispensary. The applicant clarified that their product packaging was compliant with California laws and standard disclaimers were on all packaging, and explained that the products in their lobby were only displays filled with rice and all of their products were in secure storage, behind locked doors, only accessible to authorized employees.

The City Attorney provided details on the required Operating Agreement that is currently being prepared with the applicants, which is separate from the Use Permit process. The Operating Agreement will be very specific and contractually based with a monitoring component and a social equity component, and the applicant team has demonstrated complete willingness to make contributions. In addition, the applicant stated the percentages of gross revenue for donations in the first-year would be 0.25 percent, 0.37 percent in the second-year, and 0.5 percent in the third-year of operation.

The amount of available parking for this project was a concern for several Planning Commissioners. Planning staff explained that the applicant revised their plans to address staff's initial concerns regarding parking, including removing the vehicle gate at the rear of the building, re-striping the vehicle parking spaces at the rear of the building, as well as including new interior tandem parking spaces for employees.

In addition, during the review of the project, the required parking calculations were based on all employees and customers being there at the same time. The project exceeds the retail requirement, which is best equivalent staff is able to use, and there are conditions of approval for security guards to enforce these requirements. Planning staff noted that in the future, if the proposed operation is insufficiently parked and the security guards were not complying with the conditions of approval, the Use Permit could go through the revocation process.

In addition to questions to staff from the Planning Commission, two members of the public commented on the proposed project during the public hearing. A representative of Contra Costa Farms expressed concern that the proposed project would not be contributing an equitable amount to their Social Equity Program and they felt it would be disingenuous to franchise this business, as well as, identifying a concern for the available parking at this location would be insufficient for the business. Furthermore, a property manager of an

adjacent building in the business center also expressed concern regarding the lack of parking for the business.

Project Overview

The applicant proposes to operate a cannabis dispensary with delivery at 2515 West Tenth Street. The proposed hours of operation are seven days a week from 9:00 AM to 8:00 PM. The operations will consist of the on-site sale of retail cannabis products, as well as retail delivery of cannabis products.

The site contains an existing 6,389-square-foot (sf) masonry building. The applicant would occupy the entire building with 2,040 sf of retail sales, 635 sf of storage area, 563 sf of office, and a 2,345-sf interior vehicle parking and loading area. All customers must enter the lobby first and present a valid identification to a security guard prior to entering the sales area. The applicant has provided design concept exhibits of the interior, which are included as Attachment "B" to the staff report.

In addition to retail cannabis, the applicant is also proposing to sell vape pens, vape pen batteries, and chargers which are used to administer cannabis concentrates. They do not intend to sell rolling papers, pipes, bongs, etc. The cannabis guidelines prohibit the sale of cannabis related paraphernalia unless explicitly authorized through the Use Permit. Therefore, staff has included a condition of approval limiting the cannabis paraphernalia sold on-site to vape pens, vape pen batteries, and chargers, unless approved in writing by the Community Development Director.

The proposed retail items to be sold at the site are included as Attachment "C" to the staff report.

The applicant plans to begin delivery operations with one (1) employee-owned delivery vehicle, which will be available to make deliveries during the same hours as the retail business hours. As operations commence, the applicant may increase the number of delivery vehicles based on demand. The delivery vehicles will not have any marking or other indications on the exterior of the vehicle that may indicate that the delivery employee is carrying cannabis goods for delivery.

General Plan, Zoning, and Land Use

The General Plan designation of the site is Business Park. The zoning of the site is Planned Business Center (PBC) and CB Zoning Overlay District. Cannabis dispensaries are allowed in the CB Overlay District subject to the approval of a Use Permit by the City Council.

The surrounding land uses and zoning designations are noted below:

North:	Business Park Uses / PBC & CB Overlay
South:	Business Park Uses / PBC & CB Overlay
East:	Business Park Uses / PBC & CB Overlay
West:	Business Park Uses / PBC & CB Overlay

Site Plan

The 0.4-acre site includes an existing 6,389-sf masonry building within an approximately 2.5-acre existing business park. The business park includes several businesses, two access driveways along West 10th Street. New construction is not proposed on the site other than internal tenant improvements to the existing building. The applicant is proposing to occupy the entire building consisting of a welcome area, retail space, staff room and manager's office, storage with vault and an interior loading bay for the proposed delivery service. The building entrance contains a 213-sf welcome area where customers are required to check in with security personnel and provide valid identification before being allowed to enter the 2,040-sf retail area where the cannabis is sold.

The project site includes a total of 19 exterior vehicle parking spaces including one ADA accessible space, 11 of the 19 exterior parking spaces are located at the rear of the building. It should be noted there are also six interior tandem parking spaces reserved for employees, as well as, a separate roll-up door for the secured interior loading area for deliveries.

Site Security

As required, the applicant submitted a security plan for the site. The security plan addresses the following issues:

- Physical elements of the site such as location of the building, outdoor lighting, and parking areas.
- Electronic security such as motion sensors, controlled access areas, and surveillance cameras.
- Compliance and procedures such as inventory management, cash handling, and employee training.
- On-site physical security services related to the number of physical security guards present at the site.

The security plan was reviewed by the Antioch Police Department. After the review was complete, the Police Department, Planning staff, and the applicant met to review the plan. During the meeting, Police Department staff provided the applicant with feedback on their security plan, as well as additional site-specific security measures that have been incorporated into conditions of approval for the project in the attached resolution. The

proposed security measures are consistent with the security expectations detailed in the Cannabis Guidelines.

Staff has included a condition in the attached resolution requiring the Antioch Police Department to conduct a site inspection to assess the security of the site prior to a certificate of occupancy being issued for the site. Any changes that the Antioch Police Department deem necessary upon site inspection will be incorporated into a revised site security plan that will then be submitted for their review and approval. A certificate of occupancy will not be issued without final approval of a site security plan by the Antioch Police Department. In addition to the security inspection prior to issuance of certificate of occupancy, the business is required to submit to annual security audits conducted by a third party or City staff.

Neighborhood Responsibility Plan

As required, the applicant submitted a neighborhood responsibility plan detailing their efforts to mitigate any potential impacts that their business may cause. The plan details the spreading of education and awareness about cannabis throughout the community. In addition, the applicant hires locally and both supports and rewards staff when they contribute back to their community. The Neighborhood Responsibility Plan is included as Attachment “D” to the staff report.

Operational Issues

The applicant has submitted an odor mitigation plan certified by an environmental scientist that demonstrates the measures they will take to ensure that cannabis odors will not be detected at or beyond the site (Attachment “E”). Staff has included a condition of approval requiring that adequate on-site odor control measures are maintained at all times and that cannabis odors cannot be readily detected outside the structure in which the business operates.

Staff has also included a condition of approval addressing site management and requiring the cannabis business operator to take “reasonable steps” to discourage and address objectionable conditions that constitute a nuisance in parking areas, sidewalks, and areas surrounding the premises during business hours if directly related to patrons of the business. Staff has also included a condition of approval prohibiting the smoking or ingestion of cannabis products on-site.

The proposed project would be the only retail use in the business park and, therefore, would have a significant higher vehicle turnover rate than the other existing businesses. Within the business park the project site includes a total of 25 vehicle parking spaces allocated for their use, with 19 available to the public, which exceeds the City’s off-street parking requirement of five spaces per 1,000 sf of retail space (3,500 sf of proposed gross retail space including office and storage requires 17 vehicle parking spaces). Proposed building modifications include six interior employee parking spaces and a secured interior

loading space for deliveries. The existing chain-link security fence behind the building is proposed to be removed to allow for customers to use the 11 vehicle parking spaces behind the building in addition to the eight vehicle parking spaces at the front of the building. Furthermore, the applicant has coordinated with the surrounding business operators to lessen any impact the proposed use would have on the neighboring businesses. The project applicant has provided the attached Community Outreach Memo (Attachment "F"), which identifies the applicant's community outreach efforts.

Parking for the business park is not shared parking and each building has dedicated spaces on their parcel for their customers and employees to park. The on-site security guards will serve as dedicated individuals to ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot. The project's security guards will monitor the entrance and exit of all vehicles in the parking lot, and if a vehicle is seen parking in a neighboring, restricted space and the occupant is intending to enter the Cookies building, the driver will be notified that they will not be admitted entry unless they park their vehicle in a dedicated, permissible space. In addition, the applicant intends to sign parking stalls as "Cookies Customer Parking" with the additional acknowledgement that parking in any space not specifically designated as Cookies Customer Parking is prohibited.

These proposed parking enforcement measures will be strictly enforced and part of the training protocol and have been incorporated into conditions of approval for the project in the attached resolution.

Comment Letter

The City has received a comment letter from Castle Management, who serves as the property management company for a neighboring building located in the business park (Attachment "H"). The comment letter identifies concerns with potential customers from the project parking in their tenant's parking spaces. As stated above, the on-site security guards will serve as dedicated individuals to ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot. The project's security guards will monitor the entrance and exit of all vehicles in the parking lot, and if a vehicle is seen parking in a neighboring, restricted space and the occupant is intending to enter the Cookies building, the driver will be notified that they will not be admitted entry unless they park their vehicle in a dedicated, permissible space. In addition, as noted in the Community Outreach Memo, the applicant has done an extensive amount of outreach with neighboring businesses and has executed a parking enforcement agreement specifically with Castle Management on how to address any parking concerns.

Conclusion

Staff has determined the proposed project is consistent with Title 9, Chapter 5 of the Antioch Municipal Code, the City's CB Zoning Overlay District, and the City's adopted Cannabis Guidelines and, therefore, recommends that the City Council adopt the attached resolution **APPROVING** a Use Permit (UP-19-14) for a cannabis dispensary with delivery located at 2515 West Tenth Street.

ATTACHMENTS

- A. City Council Resolution No. 2020-**
- B. Interior Design Exhibits
- C. Proposed Retail Items
- D. Neighborhood Responsibility Plan
- E. Odor Control Plan
- F. Community Outreach Memo
- G. Proposed Project Plans
- H. Comment Letter Received from Castle Management, October 13, 2020.
- I. October 21, 2020 Draft Planning Commission Minutes

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A USE PERMIT (UP-19-14) FOR CANNABIS DISPENSARY WITH
DELIVERY LOCATED AT 2515 WEST TENTH STREET**

WHEREAS, Bakery Antioch, Inc. requests approval of use permit for a cannabis dispensary with delivery (APN 074-051-018);

WHEREAS, this project is Categorically Exempt from the provisions of CEQA, pursuant to section 15301;

WHEREAS, the Planning Commission on October 21, 2020, duly held a public hearing and received and considered evidence, both oral and documentary and recommended that City Council approve the Use Permit;

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

WHEREAS, on December 8, 2020, the City Council, duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby make the following findings for approval of a Cannabis Business Use Permit:

1. The granting of such Use Permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The proposed cannabis dispensary is heavily conditioned to address public health and welfare issues. On-site armed security is required at all times with annual audits of the site security plan required. The business shall also maintain on-site odor control so that cannabis related odors are not readily detected outside the structure. Based upon the conditions imposed, the cannabis dispensary use will not create adverse impacts to the surrounding businesses and residents. In addition, the on-site security guards will serve as dedicated individuals to ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot.

2. The use applied at the location indicated is properly one for which a Use Permit is authorized.

The site is zoned Cannabis Business Zoning Overlay District. The Cannabis Business Zoning Overlay District allows cannabis dispensaries with the approval of a Use Permit.

3. That the site for the proposed use is adequate in size and shape to accommodate such use, and all parking, and other features required.

The proposed cannabis dispensary will take place in an existing commercial building with sufficient parking. In addition, the on-site security guards will serve as dedicated individuals to ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot. The project's security guards will monitor the entrance and exit of all vehicles in the parking lot, and if a vehicle is seen parking in a neighboring, restricted space and the occupant is intending to enter the Cookies building, the driver will be notified that they will not be admitted entry unless they park their vehicle in a dedicated, permittable space. Furthermore, the site has a secure interior loading area for cannabis deliveries.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The project site is currently developed and is located on the south side of West Tenth Street, which is adequate in width and pavement type to carry the traffic generated by the proposed use.

5. The granting of such Use Permit will not adversely affect the comprehensive General Plan.

The use will not adversely affect the comprehensive General Plan because the project is consistent with the General Plan designation for the site of Business Park.

6. That the location and site characteristics of the proposed cannabis business are consistent with all applicable State laws and City standards or guidelines, that all provisions have been made to ensure that the operation of the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the City of Antioch.

The conditions of approval on the project are consistent with the Cannabis Guidelines. The security plan has been reviewed by the Antioch Police Department and security conditions have been included per their direction. The fees generated by the sale of cannabis will provide a financial benefit to the City of Antioch.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby **APPROVE** the use permit for a cannabis dispensary with delivery, located at 2515 West Tenth Street (APN 074-051-018) subject to the following conditions:

A. GENERAL CONDITIONS

1. The project shall comply with the Antioch Municipal Code. All construction shall conform to the requirements of the California Building Code and City of Antioch standards.
2. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
3. The project shall be implemented as indicated on the application form and accompanying materials provided to the City and in compliance with the Antioch Municipal Code, or as amended by the Planning Commission or City Council.
4. No building permit will be issued unless the plan conforms to the project description and materials as approved by the City Council and the standards of the City.
5. This approval expires two years from the date of approval by the City Council (December 8, 2022), unless an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
6. No permits or approvals, whether discretionary or ministerial, shall be considered if the applicant is not current on fees, reimbursement payments, and any other payments that are due.
7. City staff, including the Antioch Police Department, shall inspect the site for compliance with conditions of approval prior to the issuance of a Certificate of Occupancy or commencement of the business.
8. The applicant shall obtain an encroachment permit for all work to be done within the public right-of-way.

B. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall comply with AMC § 5-17.04 and 5-17.05, or as approved in writing by the City Manager.
2. The project shall be in compliance with and supply all the necessary documentation for AMC § 6-3.2: Construction and Demolition Debris Recycling.

3. Building permits shall be secured for all proposed construction associated with this facility, including any interior improvements not expressly evident on the plans submitted.
4. Standard dust control methods shall be used to stabilize the dust generated by construction activities.

C. AGENCY REQUIREMENTS

1. All requirements of the Contra Costa County Fire Protection District shall be met, including:
 - a. The owner/contractor shall submit a minimum of two (2) complete sets of plans and specifications of the subject project to the Fire District for review and approval prior to construction to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (107) CBC
 - b. Fire District approval is required before any expansion of the business or processes other than retail sales.
 - c. Provide quantity, type and location of any hazardous materials to be stored and used on the site with tenant improvement plans
2. Changes of use or occupancy. Changes shall not be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this code. (§102.3) CFC
3. The developer shall submit a minimum of two (2) complete sets of building plans and specifications of the subject project, including plans for any of the following required deferred submittals, to the Fire District for review and approval prior to construction to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC
 - Fire sprinklers
 - Fire alarm
 - Emergency Responder Radio Coverage System (ERRCS)

D. FEES

1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
2. The applicant shall pay all required fees at the time of building permit issuance.

E. PROPERTY MAINTENANCE

1. No illegal signs, pennants, banners, balloons, flags, or streamers shall be used on this site at any time.
2. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

F. PROJECT-SPECIFIC REQUIREMENTS

1. This Use Permit approval applies to the operation of a cannabis dispensary with delivery as depicted on the project plans and application materials submitted to the Community Development Department. Any forthcoming plans submitted for any purpose shall be entirely consistent with these received plans and application materials and conditions of approval herein.
2. The hours of operation for on-site operations and deliveries shall not exceed seven days a week from 9:00 AM – 8:00 PM.
3. All necessary licenses from the State of California shall be obtained prior to opening.
4. All persons entering the business must be at least 21 years of age with a valid identification card. An electronic reader shall be used to read and validate identification cards.
5. No smoking or ingestion of cannabis products on-site is allowed.
6. No free samples of cannabis products are allowed.
7. Cannabis products that are not used for display purposes or immediate sale shall be stored in a secured and locked room, safe, or vault, and in a manner reasonably designed to prevent diversion, theft, and loss.
8. Cannabis related waste shall be stored and secured in a manner that prevents diversion, theft, loss, hazards and nuisance.

9. The operator shall take reasonable steps to discourage and correct objectionable conditions that constitute a nuisance in parking areas, sidewalks and areas surrounding the premises during business hours if directly related to patrons of the business.
10. A copy of this Use Permit and City of Antioch business license, as well as any other State licenses, shall be on display during business hours and in a conspicuous place so that they may be readily seen by all persons entering the facility.
11. No signs, tinting, or other graphic material may be used to obscure the storefront windows.
12. No drive-through, drive-up, or walk-up window services are allowed.
13. No fewer than two uniformed and armed security guards who are employed by a Private Patrol Operator (Security Company) who is currently licensed with the California Department of Consumer Affairs shall be on-site during business operating hours. One armed security guard shall be on-site at all times, even when the facility is closed. A copy of the contract with the Security Company shall be provided to the Community Development Director for review and approval prior to issuance of a certificate of occupancy.
14. The name of the Security Company, proof of liability insurance including a copy of all exceptions, their State license number, and the guard registration numbers for the employed guards shall be provided to the Community Development Department. Should there be a change in the security private patrol operator or in the liability insurance of the applicant, the Community Development Director shall be notified within five (5) business days.
15. The City Council may require modification, discontinuance or revocation of this use permit if it finds that the use is operated or maintained in a manner that it:
 - Adversely affects the health, peace or safety of persons living or working in the surrounding area; or
 - Contributes to a public nuisance; or
 - Has resulted in excessive nuisance activities including disturbances of the peace, illegal drug activity, diversion of Cannabis or Cannabis Products, public intoxication, smoking in public, harassment of passersby, littering, or obstruction of any street, sidewalk or public way; or
 - Has resulted in or has been the target of criminal activity requiring undue attention and dedication of the Antioch Police Department resources; or

- Violates any provision of Antioch Municipal Code or condition imposed by a City issued permit, or violates any provision of any other local, state, regulation, or order including those of state law or violates any condition imposed by permits or licenses issued in compliance with those laws.
 - Results in more than three distinct unresolved odor complaints in a twelve (12) month period.
16. The business shall incorporate and maintain adequate on-site odor control measures in such a manner that the odors of cannabis and cannabis-related products shall not be readily detected from outside of the structure in which the business operates or from other non-Cannabis businesses adjacent to the site.
 17. During regular business hours, all cannabis business premises shall be accessible, upon request, to an authorized City employee or representative for random and/or unannounced inspections. The cannabis business may be charged a fee for any inspections.
 18. An annual audit of the site's security plan shall be submitted to the Antioch Police Department. The audit shall be conducted by City staff or a third-party company subject to the approval of the Antioch Police Department.
 19. All points of ingress and egress to the business shall be secured with Building Code compliant commercial-grade, non-residential door locks and/or window locks. Entry and exit doors to restricted cannabis areas shall be made of reinforced metal with metal frames and have a security lock system.
 20. Building signage shall not state that cannabis or cannabis products are stored, sold or handled on the site. Images of cannabis leaves, green crosses, or similar commonly-identifiable graphics are not allowed. All building and on-site signage shall be subject to staff review and approval.
 21. Any proposed exterior changes to the site shall be shown on the building permit plan submittal. Exterior changes may be subject to administrative design review approval.
 22. The only cannabis paraphernalia allowed to be sold at the site are vape pens, vape pen batteries, and chargers unless approved in writing by the Community Development Director.
 23. Delivery vehicles shall not contain identifiable markings that associate the delivery service with the cannabis business.
 24. The loading and unloading of vehicles for delivery of cannabis shall be conducted in a secured, gated or enclosed area.

25. All delivery of cannabis to the site shall take place in a caged/gated delivery area with a dedicated armed security guard to be present during all deliveries.
26. Bollards shall be placed on the site in front of windows and doors that make the site vulnerable to a “smash and grab” scenario. The location of the bollards shall be subject to the review and approval of the Antioch Police Department prior to issuance of building permits for the project.
27. Visible signage shall be placed at the entrance of the facility notifying the public of surveillance on site.
28. All dedicated vehicle parking spaces shall be signed with “Cookies Customer Parking” with the additional acknowledgement that “Parking in any space not specifically designated as Cookies Customer Parking is expressly prohibited and vehicles that do so will be subject to towing and impoundment.”
29. The required on-site security guards shall monitor and enforce the agreed upon parking protocols and restrictions, including but not limited to, if a customer’s vehicle is seen parking in a restricted space, the driver will be notified by security and will be asked to park their vehicle in a permitted space.
30. Prior to a certificate of occupancy being issued for the site, the Antioch Police Department shall conduct a site inspection to assess the security of the site. Any changes the Antioch Police Department deems necessary upon site inspection shall be incorporated into a revised site security plan that is then submitted for their review and approval. No certificate of occupancy will be issued without final approval of a site security plan by the Antioch Police Department.
31. Security measures shall be designed to ensure emergency access is provided to the Antioch Police Department and the Contra Costa Fire Department for all areas on the premises in case of an emergency.
32. Security surveillance cameras shall be installed and maintained in good working order to provide coverage on a twenty-four (24) hour real-time basis of all internal and external areas of the site where cannabis is stored, transferred and dispensed, where any money is handled, and all parking areas. The cameras shall be oriented in a manner that provides clear and certain identification of all individuals within those areas. Cameras shall remain active at all times and be capable of operating under any lighting condition. Security video must use standard industry format to support criminal investigations and shall be maintained for a minimum of sixty (60) days.

33. Exterior lighting surrounding the building shall comply with Section § 9-5.1715 of the Antioch Municipal Code, which requires outdoor parking areas to have a minimum illumination at ground level of two foot-candles.
34. A professionally monitored security alarm system shall be installed and maintained in good working condition. The alarm system shall include sensors to detect entry exit from all secure areas and all windows. The name and contact information of the alarm system installation and monitoring company shall be kept as part of the onsite books and records.
35. A local contact who will be responsible for addressing security and safety issues shall be provided to, and kept current with, the Antioch Police Department.
36. Any changes to the required security measures shall be subject to the review and approval of the Antioch Chief of Police or their designee.
37. The applicant shall enter into an operating agreement with the City of Antioch prior to a certificate of occupancy being issued for the site. No business license shall be issued without an approved operating agreement.

* * * * *

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of said City Council held on the 8th day of December 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT B

The City of Antioch can rest assured that our facility will be built out to the Cookies standards which include complete finish upgrades, tons of custom build outs and top of line technology that all come together to provide each visitor with a one-of-a-kind cannabis experience. Below is a conceptual guideline of the aesthetics and modern feel we use in order to provide a safe and welcoming experience for new and experienced cannabis users.

ENTRANCE & WELCOME



R E T A I L S P A C E



RETAIL SPACE



RETAIL SPACE



RETAIL SPACE



RETAIL SPACE



Cookies CBD Launch Portfolio

- 15+ SKUs
- Available Nationwide In-store & Online
- Launching November 2019



New Products Launching in 2020



Flower (Partial List):

Snowman



ORIGINAL BREEDER
Powerzzzup

GENETICS
GSC x Florida OG

AROMA
Piney, OG

FLAVOR
Piney inhale, earthy, gassy exhale

APPEARANCE
Light green nugs embedded with highly crystalized trichomes

EFFECTS
Relaxing

WEIGHT
3.5g bags (1g bags coming soon)

AVAILABLE
indoor and sun-grown

Gelatti



ORIGINAL BREEDER
Cookies

GENETICS
Unreleased Gelato x South Florida OG

AROMA
OG gassy fumes, strong menthol, with a hint of sweet gelato finish

FLAVOR
Menthol and OG musk, slight gelato finish

APPEARANCE
Dark purple with green hues

WEIGHT
3.5g bags (1g bags coming soon)

AVAILABLE
indoor and sun-grown

London Pound Cake 75



ORIGINAL BREEDER

Cookies

GENETICS

Nip OG x Sunset Sherbert

AROMA

Fresh blueberries, slight gas, and lemongrass

FLAVOR

Menthol, OG musk with a classic gelato finish

APPEARANCE

Deep purple nugs with light green hues with dense frosty bugs

WEIGHT

3.5g bags (1g bags coming soon)

AVAILABLE

indoor and sun-grown

Gary Payton



ORIGINAL BREEDER

Powerzzup

GENETICS

Snowman x The Y

APPEARANCE

Green nugs with purple hues embedded in trichomes

EFFECTS

Relaxing

WEIGHT

3.5g bags (1g bags coming soon)

AVAILABLE

indoor and sun-grown

Concentrates & Extracts:

Cookies High Flyers Vape Carts & Batteries

Leave your Cookies flower at home



- Vape your favorite Cookies genetics whenever, wherever
- Pure cannabis terpenes mixed with high-grade distillate
- All in CCELL technology to ensure big smooth draw, full of flavor every time.

WEIGHT

500mg cartridge

AVAILABLE IN

Gelato*, Lemonchello*, Sunset Sherbet*, Snowman*, London Pound Cake 75, Cookies*, Cereal Milk, Gelatti (*CA only)

COMING SOON

New Cookies genetics

Cookies High Lights (6 Pack Pre-rolls)

Smell Proof Pre-Rolls



- Available for Cookies exclusive genetics
- Rolled using premium Vibes papers
- Individually sealed for maximum freshness
- Tightly packed to reduce runs
- No trim or shake used

WEIGHT

0.58g per pre-roll, 3.5g total (pack of 6)

AVAILABLE

All Cookies exclusive genetics

Cookies X GPen Vaporizer Carts & Batteries



- G PEN's closed-loop system and proprietary pod technology for bigger hits.
- Accurate heating provides a consistent experience, every time.
- Cookies exclusive genetics.

WEIGHT
5g

AVAILABLE IN
Gelato*, Sunset Sherbet* (*CA only)

COMING SOON
New Cookies genetics

Cookies Live Rosin



- GPCookies genetics cultivated and harvested specifically for Live Rosin
- Delivers the complete expression of the plant in terms of aroma, flavor, and effects
- A purer product that has been refined off the plant
- Available in CA only

WEIGHT
1g

Edibles:

Cookies Gummies

The taste of CookiesBlue



- Offering big flavor, great taste and consistent dosing
- Texture is chewy and thick like a real candy
- Hard to just eat one
- Available in CA only

WEIGHT

100mg THC, 10mg THC Per Piece

AVAILABLE IN

Blue Hawaiian

NEW FLAVORS COMING SOON

LPC 75, Cereal Milk, Sunset Sherbert, Grenadine, Georgia Pie

Cookies Cookies

We couldn't resist



- Full spectrum hash butter for a complete cannabinoid experience
- Baked and sealed for freshness and flavor
- Collaboration with legendary Big Pete's treats
- Available in CA only

PACKAGE SIZE

100mg THC per package, 10mg THC per cookie 10 cookies per bag

AVAILABLE IN

Mint Chocolate Chip, Cherry Pie and Cookies & Cream



Cookies

Application Type: Dispensary (Neighborhood Responsibility Plan)
Submitted by: Bakery Antioch, Inc. dba Cookies Antioch
November 15, 2019



D1

NEIGHBORHOOD RESPONSIBILITY PLAN

If it's not already evident, we will state directly that Cookies Antioch wants to be considered a heavy net contributor to the overall economic and civic development of its host city. We recognize that cannabis is a politically charged and sensitive issue to many, and that our welcome is only as good and long as we behave as outstanding corporate citizens and leaders in our new community. You will see this commitment to partnership with the City demonstrated in our hiring decisions and how we connect with the residents of Antioch every day. If the City wants or needs help, information or insight from Cookies Antioch, it will be given in a transparent manner in the spirit of cooperation and partnership.

While it was not specifically asked for by the City, we would like to share that it will likely cost us around \$4MM to get to our license, improve the building and property we plan to purchase located at 2515 West 10th Street. Part of this cost will include staffing our operation in anticipation of opening day in Antioch. As you would imagine, much of that money will be going right in cash registers and bank accounts of Antioch businesses and residents. The biggest and most lasting impact, however, will be felt once we open and gladly start submitting our Gross Receipts from Operations, sales tax receipts and distributing paychecks to Antioch citizens. We have attached a detailed financial forecast for the first three years of our operation below and on the following page.

Cookies		{ FINANCIAL PROJECTIONS }				
		2020	2021	2022	2023	2024
REVENUE (PRE-TAX)						
Customers/Patients per Day		132	139	146	153	161
Average Ticket Amount (Excluding Taxes)		\$100.00	\$102.00	\$104.04	\$106.12	\$108.24
Days of Operation		360	360	360	360	360
TOTAL REVENUE (PRE-TAX)		\$ 4,752,000	\$ 5,104,080	\$ 5,468,342	\$ 5,845,134	\$ 6,273,777
SALES AND EXCISE TAXES						
State Cannabis Tax (15%)		\$ 712,800	\$ 765,612	\$ 820,251	\$ 876,770	\$ 941,067
City Cannabis Tax (2%)		95,040	102,082	109,367	116,903	125,476
Sales Tax (7.75%)		368,280	395,566	423,797	452,998	486,218
TOTAL SALES AND EXCISE TAXES		\$ 1,176,120	\$ 1,263,260	\$ 1,353,415	\$ 1,446,671	\$ 1,552,760
GROSS REVENUE INCLUDING TAXES						
Gross Revenue		\$ 5,928,120	\$ 5,104,080	\$ 5,468,342	\$ 5,845,134	\$ 6,273,777
Cost of Goods Sold		(2,328,480)	(2,500,999)	(2,679,488)	(2,864,115)	(3,074,151)
GROSS PROFIT (280e)		\$ 2,423,520	\$ 2,603,081	\$ 2,788,855	\$ 2,981,018	\$ 3,199,626
NON-CANNABIS AND ANCILLARY SALES						
Sales		\$ 250,000	\$ 262,500	\$ 275,625	\$ 289,406	\$ 303,877
Cost of Goods Sold		(162,500)	(170,625)	(179,156)	(188,114)	(197,520)
GROSS PROFIT NON-CANNABIS AND ANCILLARY SALES		\$ 87,500	\$ 91,875	\$ 96,469	\$ 101,292	\$ 106,357
GROSS PROFIT						
Gross Profit (All Sales Channels)		\$ 2,511,020	\$ 2,694,956	\$ 2,885,323	\$ 3,082,310	\$ 3,305,983
Less Federal Income Tax (21%)		-\$508,939	-\$546,647	-\$585,659	-\$626,014	-\$671,921
TOTAL GROSS PROFIT AFTER FEDERAL TAXES		\$ 2,002,081	\$ 2,148,309	\$ 2,299,664	\$ 2,456,297	\$ 2,634,061

FIXED EXPENSES

Debt Service	\$ 33,750	\$ 34,594	\$ 35,459	\$ 36,345	\$ 37,254
Utilities, CAMs, and NNN	16,800	17,304	17,823	18,358	18,909
IT/Communications	8,000	8,400	8,820	9,261	9,724
Insurance (Building, Retail store, Workers's Comp)	24,000	24,720	25,462	26,225	27,012
Depreciation	-	-	-	-	-
TOTAL FIXED EXPENSES	\$ 82,550	\$ 85,018	\$ 87,563	\$ 90,189	\$ 92,898

EMPLOYEES AND PAYROLL

Management Staff	\$ -	\$ -	\$ -	\$ -	\$ -
Manager	103,680	105,754	107,869	110,026	112,227
Assistant Manager	213,120	217,382	221,730	226,165	230,688
Budtenders	237,600	255,204	273,417	292,257	313,689
Cashier	71,280	76,561	82,025	87,677	94,107
Floor Manager	237,600	255,204	273,417	292,257	313,689
Security	172,800	174,528	176,273	178,036	179,816
Inventory and Receiving	28,512	30,624	32,810	35,071	37,643
Administrative	36,300	36,663	37,030	37,400	37,774
Employee Benefits and Payroll	253,205	264,942	277,051	289,544	303,515
Professional Services (Accounting, compliance, etc)	75,000	75,750	76,508	77,273	78,045
TOTAL EMPLOYEES AND PAYROLL	\$ 1,429,097	\$ 1,492,612	\$ 1,558,130	\$ 1,625,705	\$ 1,701,192

SALES AND OPERATIONS

Packaging	\$ 23,760	\$ 24,473	\$ 25,207	\$ 25,963	\$ 26,742
Marketing Collateral (shirts, hats, stickers, etc)	12,000	12,240	12,485	12,734	12,989
Marketing including Website & Social Media	7,500	7,875	8,269	8,682	9,116
Third Party Advertising (Weedmaps, billboards, etc.)	120,000	109,180	112,455	115,829	119,304
Technology & Equipment	5,000	5,250	5,513	5,788	6,078
Software and License	6,000	6,180	6,365	6,556	6,753
Banking	30,000	30,300	30,603	30,909	31,218
Vehicle Leases, Insurance & Reimbursements	-	-	-	-	-
Licensing and Royalties	237,600	255,204	273,417	292,257	313,689
Management Fee	118,800	127,602	136,709	146,128	156,844
TOTAL SALES AND OPERATIONS	\$ 560,660	\$ 578,304	\$ 611,023	\$ 644,847	\$ 682,733

CANNABIS LICENSES AND EXPENSES

State License Annual Fee	\$ 38,000	\$ 39,900	\$ 41,895	\$ 43,990	\$ 46,189
TOTAL CANNABIS LICENSES AND EXPENSES	\$ 38,000	\$ 39,900	\$ 41,895	\$ 43,990	\$ 46,189

TOTAL OPERATING EXPENSES	\$ 2,110,307	\$ 2,195,834	\$ 2,298,611	\$ 2,404,731	\$ 2,523,014
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OPERATING INCOME	\$ (108,226)	\$ (47,525)	\$ 1,053	\$ 51,565	\$ 111,048
Less State Income Tax (8.84%)	\$9,567	\$4,201	-\$93	-\$4,558	-\$9,817

NET INCOME	\$ (98,659)	\$ (43,324)	\$ 960	\$ 47,007	\$ 101,231
Net Income as % of Sales	-1.66%	-0.85%	0.02%	0.80%	1.61%

TOTAL LOCAL, STATE, FEDERAL TAXES AND FEES	\$ 1,713,492	\$ 1,845,606	\$ 1,981,062	\$ 2,121,233	\$ 2,280,687
Taxes as % of Sales	36.06%	36.16%	36.23%	36.29%	36.35%

PROPOSED PHILANTHROPY PLAN

Cookies is a cannabis leader in many ways, whether measured in popularity, revenue or professionalism. Our stores produce wildly more tax and community benefit payments than their peers and we are happy to share the bounty that we have all helped to create. As caring corporate citizens, we are proud of the magnitude of dollars contributed to our host city's budget, which help provide the many valuable services all members need to survive and thrive in a community. Cookies desires to expand the commitment to this same level of corporate stewardship in line with its expanding presence throughout the state and country.

Education:

Of equal importance to the economic footprint we leave in our community, is the impact we know we are privileged to have on the lives of our retail neighbors and our neighbor families' lives. By the nature of the miraculous cannabis plant, we can help those in need of relief from an incredibly broad spectrum of pain and suffering; but we also realize that cannabis has the potential to be abused and has not been proven to be safe for consumption by minors. We are committed to safe, responsible use and the education of the public that motivates this type of behavior through awareness and respect.

Consumer and patient education, a hallmark of our Standard Operating Procedures on the retail floor, is a very big part of the design of our stores along with the customer "journey" within them, as you will read below. We believe that education should extend beyond our four walls, which makes it imperative that our company also support the development of general education that needs to take place within the schools and greater community. We anticipate continuous and extended studies emerging on the use and benefits of cannabis in many areas as the bindings of prohibition fade into the new landscape of responsible use. Staff education will be required on an ongoing basis to ensure that we retain the most cutting-edge information. As such, Cookies Antioch will hold community gatherings located in the "staff room" onsite. This time will be utilized to educate the community as well as share any comments/suggestions the citizens of Antioch would like to share directly to the Management Team.

To further assist in spreading education and awareness about cannabis use through the community, Cookies makes its staff members and their enormous knowledge readily available to its neighbors to speak, teach, and share their insight whenever needed. Whether it be at a Senior Center discussing cannabis as a sleep aid, a Cancer Support Group that needs help understanding how cannabis can help soothe the effects of chemotherapy, or in conjunction with the public and private schools as they inform their students and parents about the potential harm of cannabis on a developing mind, Cookies experts are able to convey focused and succinct educational messages about the realities of cannabis that truly inform and educate.

In addition to meeting on the property, there will be access to an online submission page located on our website that will encourage those who can't physically make the meeting to voice any comments they may have. The goal is to provide everyone an equal opportunity to be heard and make the experience more inclusionary for all.

Lastly, the success of our establishment is greatly influenced by the well-being and confidence our neighbors in the immediate area have with us. We will proactively engage those neighbors by having our Management Team known to them on a first-name basis and comfort of knowing they can contact them via email/phone at any time. As noted, our staff will have the training to comply with all the conditions

set forth by the city and state to conduct business with the highest integrity and honesty. Should our neighbors prefer to speak to Management directly, they should not have to pass the message to staff, but rather, have the ability to speak directly to our decision-makers.

Community Service Hours & Donations:

Cookies hires locally and both supports and rewards staff when they contribute back to their community. We donate through labor, by offering both paid and unpaid man hours, and financially through donations to those organized causes and events that most impact our host community. Cookies ownership will seek the City leaders' input on the best ways to make an impact in Antioch but typically the majority of our contributions are broken up into two distinct categories: (1) Cannabis-related and; (2) Overall Community Benefits.

(1) Cannabis-Related

The cannabis-related causes that we support tend to focus on prevention of misuse by minors or those that have struggled with substance abuse in the past. As cannabis is still scheduled with the most dangerous controlled substances federally, which confuses young children enormously, we like to help our teachers, parents and civic leaders find ways to make sense of cannabis' role in their adult role model's lives. With regard to our community members that need help with substance abuse, including the misuse of prescription opioids that is tearing apart our country, we look to fund the good work that is already being done by so many professionals and support groups.

(2) General Community Benefits

Just as you would hope that any other profitable business would contribute community efforts that support them, Cookies promises to stand up and make a big difference in Antioch. Given the politically sensitive nature of our product, we know that we must show our gratitude for the opportunity to make a living by it in our neighborhoods.

We are amenable to guidance from City leaders and community groups, like the Chamber of Commerce, to best deploy our donations however; based on past commitments of our ownership in nearby Modesto, we anticipate providing support for Antioch youth and athletics programs, local organizations and city departments.

ODOR CONTROL & MITIGATION PLAN

January 6, 2020

Bakery Antioch, Inc.

2515 W. 10th Street
Antioch, CA 94509

DRAFT

Report prepared by

15000 Inc.
2901 Cleveland Avenue, Suite 204
Santa Rosa, CA 95403

Policy

Document a process to limit objectionable odors from the project area utilizing building system components and adopted odor control plan.

Under California Occupational Health and Safety Act (“CalOSHA”) and Bay Area Air Quality Management District (“BAAQMD”) regulations, cannabis businesses do not have a specific set of regulations that govern their operations. However, Brandon Johnson of Bakery Antioch, Inc. (the “Applicant”), will nonetheless maintain a high standard for the air quality plans for all aspects of its proposed Cannabis Dispensary Facility (Type-10) at 2515 W. 10th Street, Antioch, CA 94509 (“Facility”).

Generally, the Applicant will meet and/or exceed the standards set by the City of Antioch (“City”) Cannabis Ordinance, the Contra Costa (“County”) Code (including amended Title 9, Chapter 5 and Resolution 2018/117), California Labor Code §§6300 et seq., and Title 8, California Code of Regulations §§ 332.2, 332.3, 336, 3203, 3362, 5141 through 5143, 5155, and 14301, as published in the CalOSHA Policy and Procedures Manual C-48, Indoor Air Quality as applicable to other facilities.

Pursuant to State of California (“State”) regulations [California Energy Code, Section 120.1(b)2], mechanical ventilation must meet 0.20 cubic feet per minute (“CFM”) per square foot of conditioned floor area in retail spaces, and 0.15 CFM for all other anticipated uses. Since existing State air quality regulations do not contain provisions specific to cannabis businesses, the Applicant will comply with these general State standards when designing the ventilation systems and air filtrations systems for the entire Facility. Each separate operation within the Facility building will have its own individual “air-scrubber” systems, as described below.

Purpose

To minimize and eliminate the off-site odor of cannabis caused by normal business practices.

Scope

Exterior of facility and surrounding areas.

Responsibilities

Business Owner/Operator (BO/O) is to provide, implement and supervise an odor mitigation plan.

General Procedures

Implementing and maintaining building systems to effectively minimize transmission of odor between building and surrounding areas.

- BO/O shall supervise installment and maintenance of an air treatment system to ensure there is no off-site odor of cannabis overly detectable from adjacent properties or the community. Air treatment systems consists of carbon filtration on the exhaust side of the ventilation system and negatively pressurizing the facility in relation to the exterior ambient condition.
- Staff members should immediately report any odor problems to the BO/O, who will take corrective action, implement upgrades to the system, upgrades to the facility or to the internal handling process of product within the facility to further deter odors.
- If such upgrades require the approval of any Agency Having Jurisdiction (AHJ), the BO/O shall seek and gain such approval prior to implementing new systems and/or procedures.

It is critical to the success of our organization that our various plans remain transparent to the community, so all stakeholders are aware of the importance of mitigated cannabis odors.

This mitigation plan and all associated records will be made available to the public for review and documents can be requested at our facility. All requests for documentation shall occur via written request only (email is acceptable).

The facility will have the following onsite functions: Welcome Area, Dispensary, Administrative Processing Areas, Inventory Storage, and a Loading Bay. In accordance with California State Law all products brought into the dispensary will be in sealed packages. As such, the possibility for odor issues for adjacent properties is limited. Nevertheless, the handling of product will require a properly engineered odor control system in order to mitigate the release of odors to the surrounding properties and community.

Active Measures

All cannabis products will be securely stored in the Storage Room. The secure storage room area will be provided with an exhaust air system for odor control. The exhaust system shall be provided with a carbon filter that will mitigate any odors which may emanate from the stored product.

Air Pressure & Carbon Filter Control

The Welcome Area and Retail Sales Area will be kept under negative pressure by means of a Greenheck G-Series roof mounted exhaust fan (or equal) and carbon filter, Koch DuraPURE with impregnated adsorption media (or equal). The exhaust system shall be electrically interlocked with the space conditioning system serving the area with an exhaust air quantity greater than the outside air quantity to ensure negative pressure is maintained whenever the system is operational. The space conditioning system will be provided with MERV-8 rated carbon filters, Koch OdorKleen ES (or equal), to further treat odors which are recirculated within the airstream.

The Storage Area will be kept under negative pressure with an independent space conditioning and exhaust filtration system similar to that serving the Retail and Welcome areas.

The Loading Bay will be kept under negative pressure by means of a Greenheck G-Series roof mounted exhaust fan (or equal) and carbon filter, Koch DuraPURE with impregnated adsorption media (or equal). Makeup air will be provided at the roof level by passive means through a gravity ventilator, Greenheck GRSI Series (or equal) and shall be fitting with a motorized damper to close whenever the exhaust system is off to further minimize transmission of nuisance odors. The exhaust fan shall be controlled by means of a 7-day programmable timer, scheduled per the Applicant's standard operating procedures.

Above all, the facility will be kept under negative pressure by means of exhaust systems as described herein with carbon filters for odor mitigation. The exhaust discharge shall be designed to discharge at the roof level and exhaust away from any neighbors or pedestrian traffic.

Best Available Technology

The combination of carbon exhaust air filtration and building pressure control represent the current best available technology. Carbon filters will be provided with magnehelic differential pressure displays to visibly document the filter loading for comparison against manufacturer's data for useable life. This building is also provided with MERV-8 filters for particulate filtration of supply air into the building to enhance the overall indoor air quality of the space.

Air System Design

The facility shall have no operable windows, and/or operable windows shall be kept locked and sealed at all times. All doors shall be sealed with proper weather stripping, keeping circulating and filtered air inside the facility.

On site usage of cannabis products is strictly prohibited while on the property. This will assist in mitigating odors to the surrounding neighbors.

System Maintenance

The Operations Manager will request HVAC servicing, including changing carbon filters, at least once every 6 months, or as recommended by the manufacturer (whichever is less) by a licensed HVAC contractor.

All equipment shall be visually inspected daily to ensure proper operation. Any equipment that appears to be non-operational or showing signs of unusual activity, will be immediately removed and thoroughly inspected, tested, and repaired if necessary.

Monitoring, Detection and Mitigation: Method for Assessing Impact of Odor

The importance of cannabis odor mitigation is very well understood, and we shall make decisions that best to prevent the issue of odor to the surrounding areas. If odors are detected outside the facility this plan shall serve as a guideline to provide corrective action.

Monitoring

The manager/supervisor shall assess the on-site and off-site odors daily for the potential release of objectionable odors. The manager/supervisor on duty shall be responsible for assessing and documenting odor impacts on a daily basis.

The closest adjacent businesses include;

- Commercial Support Services: 2505 W. 10th Street, Antioch, CA 94509
- Crystal Clear Logos Inc.: 2545 W. 10th Street J, Antioch, CA 94509
- Diablo Marine & Trailer Service: 2411 W. 10th Street, Antioch, CA 94509

Mitigation

Should objectionable off-site cannabis odors be detected by the public and we are notified in writing, the following protocols will take place immediately:

- Investigate the likely source of the odor.
- Utilize on site management practices to resolve the odor event.
- Take steps to reduce the source of objectionable odors.
- Determine if the odor traveled off-site by surveying the perimeter and making observations of existing wind patterns.
- Document the event for further operational review.

If employees are not able to take steps to reduce the odor-generating source, they are to immediately notify the facility manager, who will then notify the BO/O. All communication shall be documented, and the team shall create a proper solution, if applicable. If necessary, we shall retain our certified engineer to review the problem and make recommendations for corrective action/s.

Staff Training

All employees shall be trained on how to detect, prevent and remediate odor outside the facility and all corrective options outlined herein.

The Operations Manager shall ensure that all employees are trained in odor control procedures before they start working at the facility. The training shall include, but is not limited to, how to install and run carbon filter systems, perform routine inspections and maintenance procedures to ensure filters are operating efficiently and effectively. As well as procedures to log and track all inspections, scheduled maintenance, equipment failures, maintenance performed, and equipment installation dates. The training will be documented and placed in each employee's personnel file.

Employees will be updated on facility management procedures as needed.

Odor Detection Documentation

The Odor Detection Form (ODF) shall be provided to those who suspect objectionable odors emanating from inside the facility. ODFs are available per request, on-site.

We shall maintain records of all odor detection notifications and/or complaints that will include the remediation measures employed. The records shall be made available to the AHJ or the general public on request. All requests shall be in writing (email is acceptable).

Odor Detection Form

Name of Reporting Party:

Phone Number:

Email Address:

Date:

Time:

Location of Odor:

Weather Conditions:

Date/Time of Notification:

Notification Method:

☐ Email ☐ Online ☐ In Person

Administrative Use Only

Mitigation Response Taken:

Date/Time Measures Employed:

Were Mitigation Measures Successful?

Signature/Date/Time:

Memorandum

Re: Antioch Parking, Signage, & Outreach Plan

Date: Friday, August 14, 2020

From: Steve Jones, Cookies

To: Kevin Valente, Antioch Planning Commission, & Broader Antioch Community

The Cookies Team looks forward to opening our Antioch location. In addition to serving the Antioch and broader Bay Area communities with safe and high quality products, we understand the importance of ensuring we engage with the community proactively in order to foster holistic relationships as well as act, and continue to act, as a positive community partner for the long-term.

This memo serves to share our plan of action as it relates to two primary topics: parking and signage. We understand that these are sensitive concerns that we should be aware of based on conversations we have had with the Planning Department and the Community (primarily our neighboring businesses). Collecting the information was part of our continued outreach effort and we have since made significant modifications to our plans as a result of these conversations. We think it is important to update the neighbors and City on what we have done and our plans to continue these conversations.

While we recognize this document isn't officially required, nor has it been requested by the Department, based on our conversations and outreach – and in combination with our desire to be a good neighbor – we felt it would be prudent to document what we can do now as well as what we are endeavoring to accomplish as neighbors.

Signage

Our goals as it relates to signage are twofold:

1. Currently, half of the business park is inadequately signed for the existing tenants. Based on our conversations we believe we can assist to make improvements to everyone's mutual benefits.
2. We would like to provide signage to ensure we provide minimal disturbances to the neighboring business and also help improve conditions in the business park as well.

Entry Business Directory (neighboring, off-site, curb cuts)

Following our conversation with a neighboring business (Pacific Nuclear Technology Co.) it was brought to our attention that the opposite side of the business park has an erected business directory that faces the curb cut at the parking lot entry, while the side of the par we are on does not.

Assuming prevailing planning code and contractual agreements with the other owners permit, we will pay to design, build, and erect a directory at the entry opposite to the other sign. We will design this in coordination with the other neighbors. Our primary notion would be to utilize the existing neighboring signage as a basis for our directory. However, as this is the public's first interaction with the lot, we would also want to include clear wayfinding and restriction language related to the Cookies location that would ensure continued safe egress and inform our customers where they can and cannot park.

Parking Signage

We have a specified number of spaces allotted to our business as dictated in the CC&Rs of the business park and we will regulate ourselves judiciously in this regard. While it would be unsightly and impractical to sign every parking space we plan to take the following actions upon opening our store:

- Prominently sign every Cookies Stall as "Cookies Customer Parking" with the additional acknowledgement to the effect of "Parking in any space not specifically designated as Cookies Customer Parking is Expressly Prohibited and vehicles that do so will be subject to towing and impoundment."
- The lot features a number of bulb outs, these prevent opportunities for us to add additional signage regarding parking (and wayfinding). In accordance with CC&Rs, and in coordination with the neighbors, we would like to offer to pay for, design, build, and install signage at two to four additional points in the lot to inform the public as to the restrictions and provide wayfinding. These signs do not necessarily need to be Cookies-specific, the primary goal is they provide benefit to the neighboring businesses.

Additionally, we intend to do this work in coordination with the property managers on the other side of the business park to ensure that this work is to the benefit of all of our neighbors.

Egress/Wayfinding Signage

In the course of our conversations we had with our immediate neighbor, Commercial Support Services (Vistability), we were informed that they would like us to provide directional egress at the shared driveway site between our structures. Provided that it would not violate any requests from the Police Department regarding our loading and

unloading, we intend to fully comply with their request and provide signage in coordination with Vistability to ensure their site remains private and un-disturbed.

Parking

As the only retailer in the lot we are sensitive to the fact that we may see a higher throughput than the other businesses. This has been expressed to us by the Department and we have had discussions about it with every neighbor that we have interacted with.

We have significantly modified our plans in order to ensure we are meeting our neighbors' and the City's expectations for us. Initially, we submitted plans that included eight parking spaces with a plan to lease some additional parking. However, after a number of discussions, we felt this would not be adequate. We then began redesigning our building's interiors to minimize our retail space so that we could accommodate indoor parking. Furthermore, we added additional spaces in our private, back lot area. Collectively, this should provide us with 24 parking spaces, triple our initial proposal.

While we have no express concern from a business perspective that we do not have enough parking for our customers, we want to do what we can to tangibly identify options that will provide any potential relief our neighbors would appreciate. Much of this document encapsulates (both the former signage section and the following section) our efforts to do so. Some of these we can easily act upon (training our staff and putting up signage), while other efforts (like leading additional signage) will rely on the compliance of other parties. Regardless, we are thoroughly endeavoring to accomplish the goal herein.

Enforcement Agreement

As part of our outreach efforts we have been in protracted discussions with Castle Management, the Property Manager for 2545 West 10th Street. They conveyed to us significant concern about the amount of parking we *had* as well as their ability to "police" the parking in the lot.

So, we went back to the drawing board. We made the above mentioned changes to our plans to significantly increase our parking. Further, we developed, in partnership with Castle Management, an enforcement agreement that would allow us to work with Castle and be helpful in managing parking in the lot. We have since executed this agreement and look forward to being a partner in the business park.

Security and Monitoring

As you are likely aware, the City has strict security protocols that we are required to follow on-site. This includes on-site, outdoor security. This is fortuitous on a few fronts (of which we will go over below), but, primarily in that it gives us a dedicated individual to also ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot.

We will train our security to monitor the entrance and exit of all vehicles in the lot. If a car is seen parking in a neighboring, restricted space and the occupant is intending on enter the Cookies building, the driver will be notified that they will not be admitted entry unless they park their car in a dedicated, permissible space. This will be strictly enforced and part of the training protocol.

Further, the store will have a Community Manager whose direct contact information will be given to every business owner in the lot. They will be responsible for ensuring the security and broader Cookies team is ensuring that all customers are following protocols that are respectful to neighboring businesses.

Outreach and Next Steps

On-the-ground outreach

We have conducted significant grassroots outreach to our neighboring businesses and have had conversations with, and shared our contact information with most of them, namely our immediate neighbors.

We have shared these plans with them. We will be taking additional questions and comments down for follow up as part of our good neighbor best practices.

Vistability

We have signed an LOI with our neighbor, Vistability, to be a business partner with them. Vistability provides job training and placement services for individuals with developmental disabilities. We are extremely excited to have them as a neighbor and look forward to working with them.

Security

Many of the neighbors are enthusiastic about the increased security we will be providing to the plaza. As you are likely aware, prevailing data indicates that sites near dispensaries are significantly more secure than they would be otherwise, and our capacity to monitor the business park both live and remotely is a boon to the area. We will be reviewing this security plan in detail with all interested parties.



STRUCTURAL

NAME NAME
ENGINEER OF RECORD[illegible]

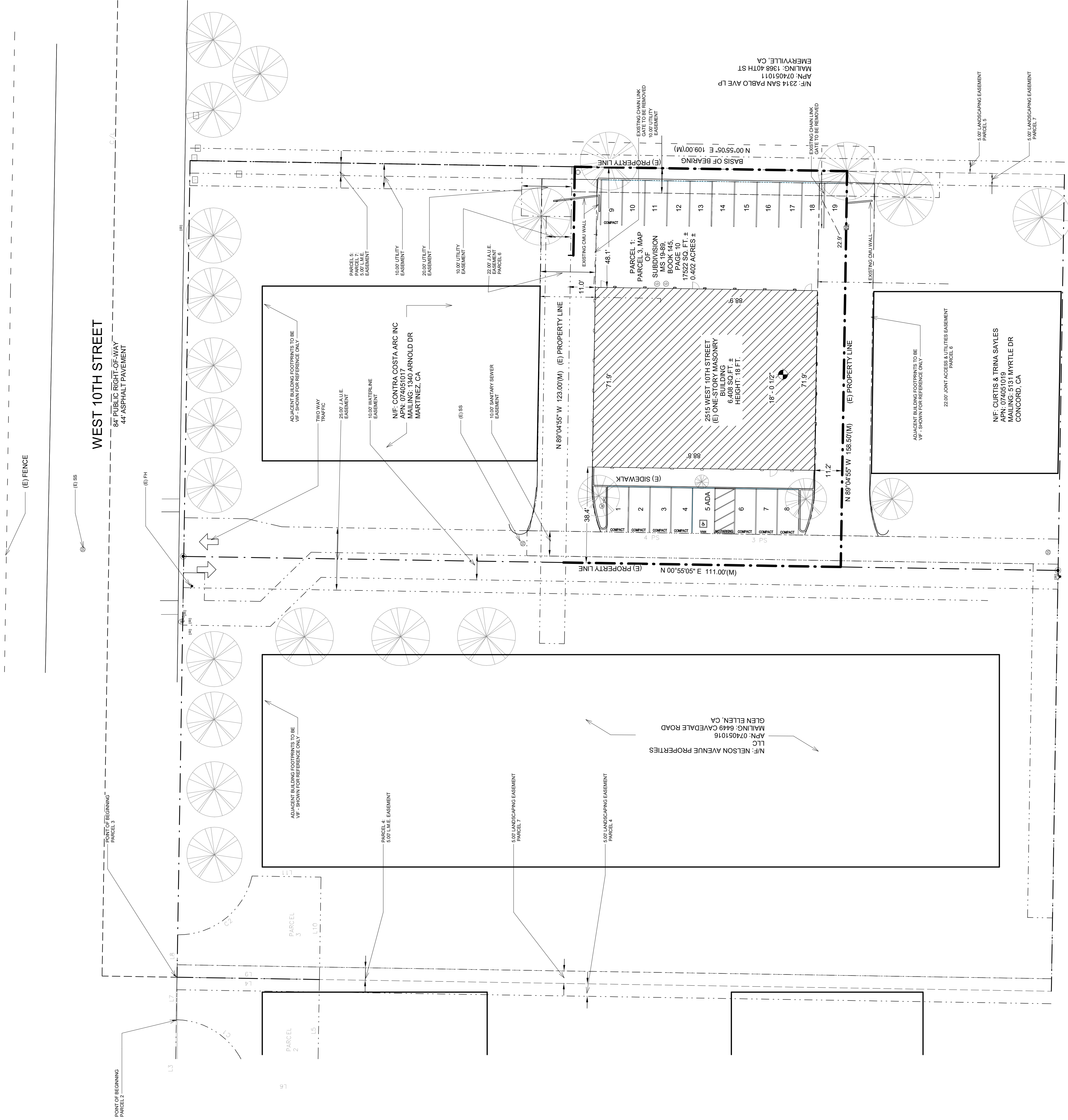
BAKERY ANTIOCH, INC.
CANNABIS RETAIL

EXISTING + PROPOSED SITE PLAN

Project number	2019-27
Date	JULY 17, 2020
Drawn by	Author
Checked by	Checker

A-102

Scale
1" = 20'-0"



PARKING COUNT

1	VAN ADA PARKING	1
8	PUBLIC COMPACT PARKING	8
10	PUBLIC STANDARD PARKING	10
3	EMPLOYEE TANDEM PARKING	3
2	EMPLOYEE TANDEM COMPACT PARKING	2
24	Grand total: 24	24

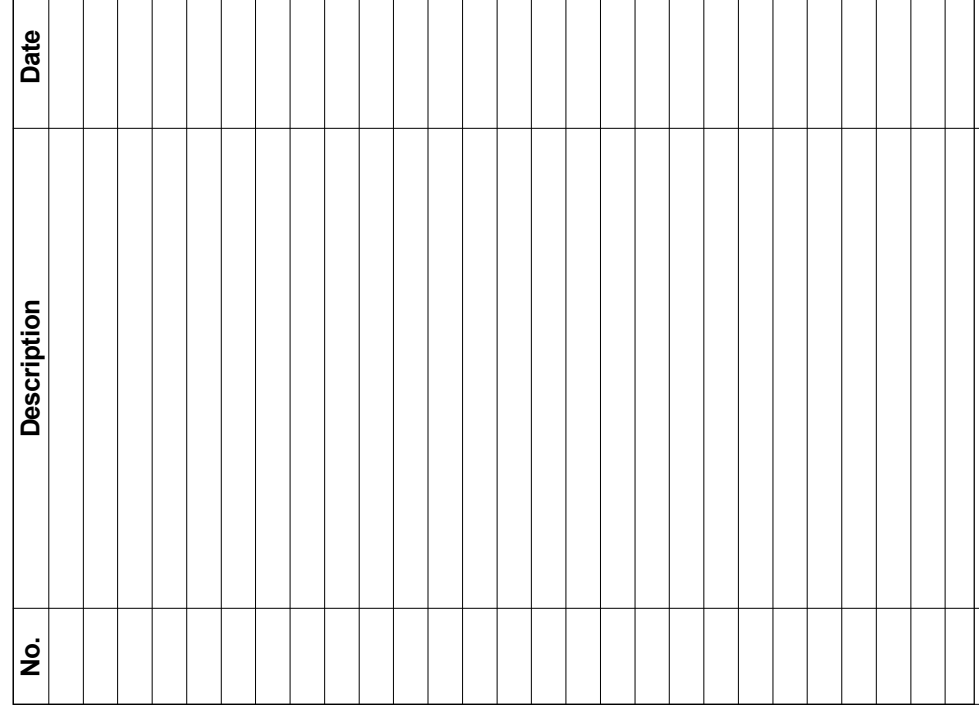
NOTE: FOR EMPLOYEE PARKING REFER TO A-103



STRUCTURAL

COMPANY
ADDRESS
CITY, CA XXXX
T: XXX.XXX.XXXX

NAME NAME
ENGINEER OF RECORD



BAKERY ANTIOCH, INC.
CANNABIS RETAIL
PREMISES DIAGRAM

Project number	2019-27
Date	JULY 17, 2020
Drawn by	FD
Checked by	KTB

A-103



SC## SECURITY CAMERA

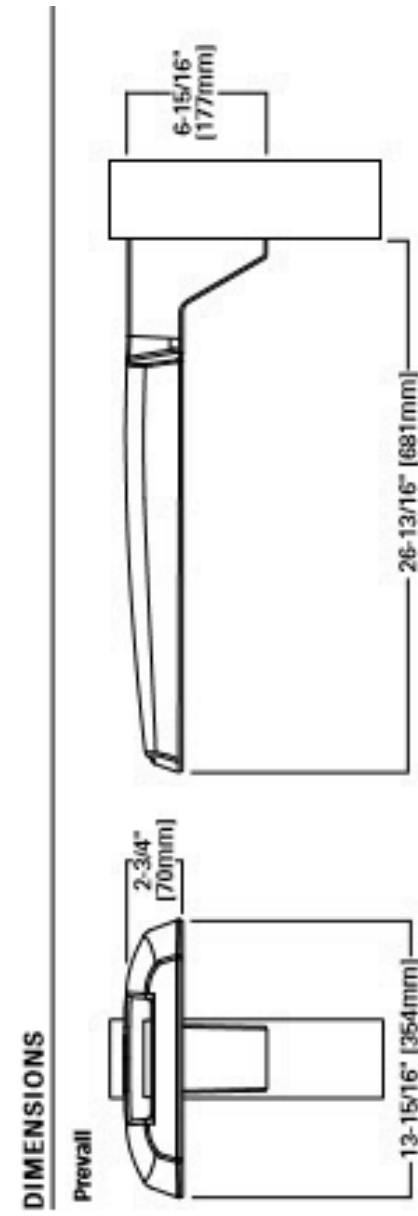
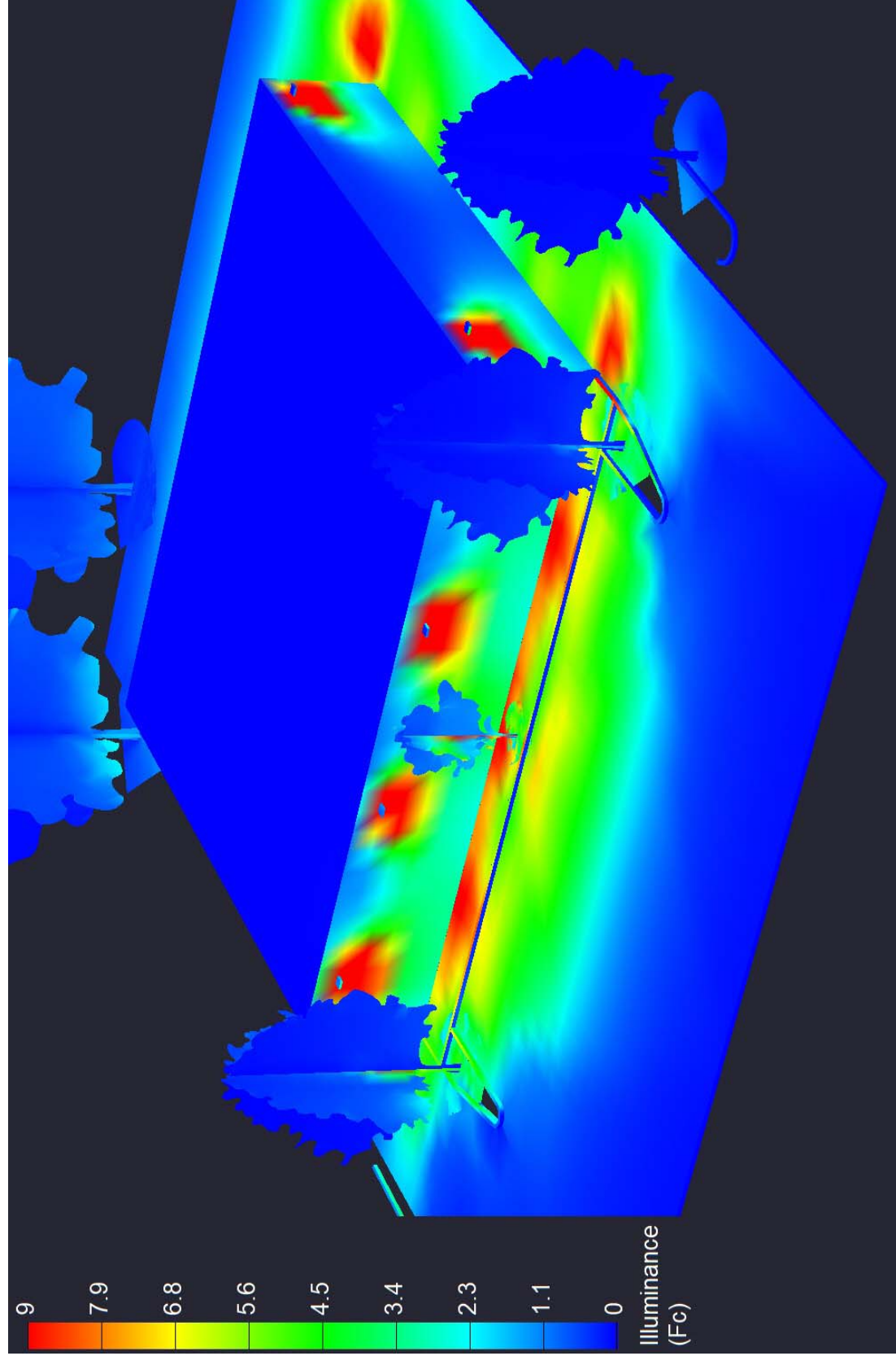
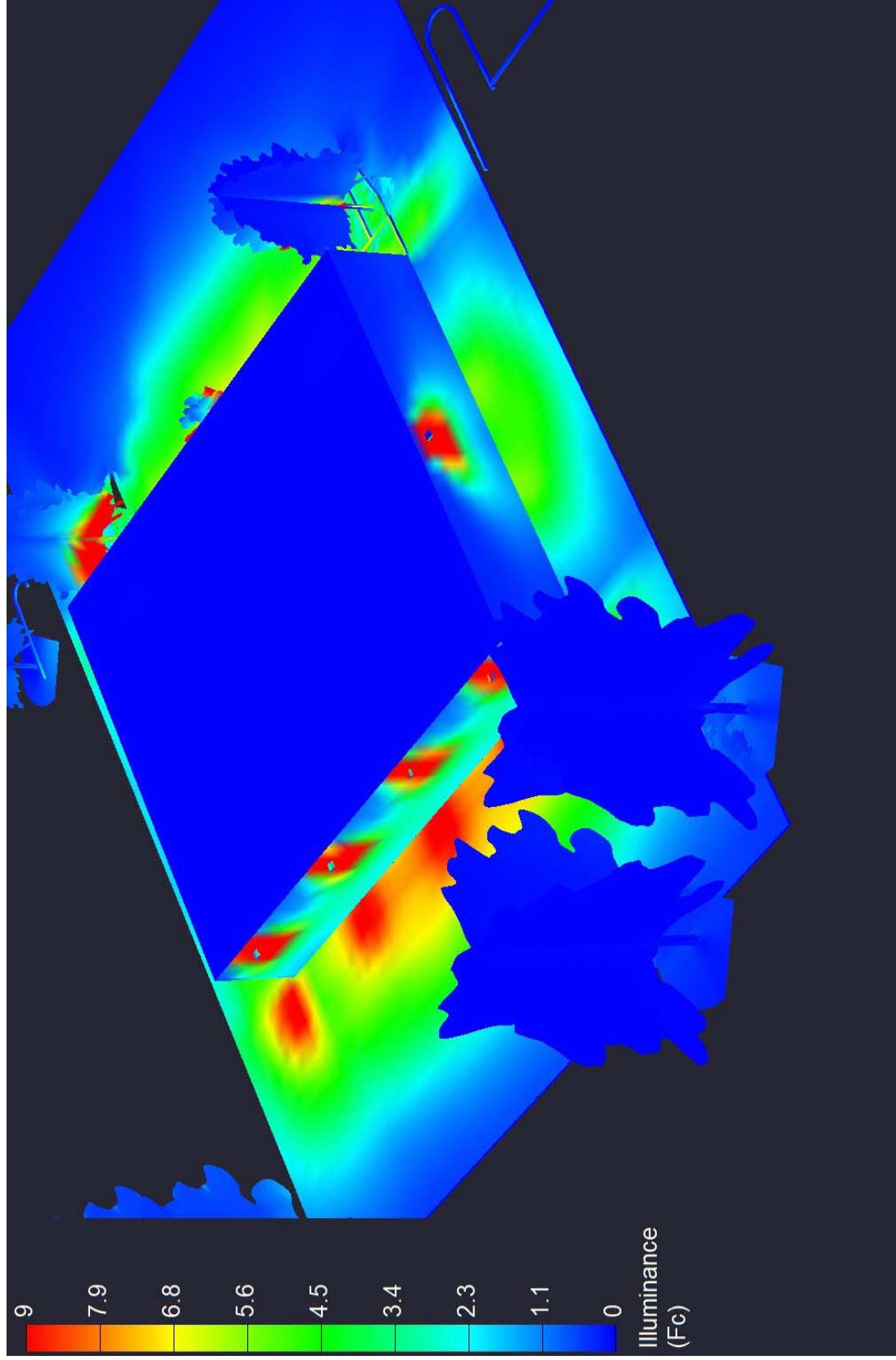
☀️ **MOTION SENSOR**

 CARD READER

KEY PAD

WIRELESS DOOR CONTACT





ORDERING INFORMATION

[illegible]

NOTES:

- [illegible]

Luminaire Schedule											
Symbol	Qty	Label	Arrangement	LLF	Description	Filename	LLD	LDD	BF	Lum. Lumens	[MANUFAC]
	3	W2	SINGLE	0.900	PRV-C15-D-UNV-T3-BZ	PRV-C15-D-UNV-T3-BZ (1).ies	0.900	1.000	1.000	7111	EATON - LUMARK (FORMER COOPER LIGHTING)
	8	W4	SINGLE	0.900	PRV-C15-D-UNV-T4-BZ	PRV-C15-D-UNV-T4-BZ (1).ies	0.900	1.000	1.000	7088	EATON - LUMARK (FORMER COOPER LIGHTING)

Evaluation Summary						
Label	CalcType	Units	Avg	Max	Min	Max/Min
FLOR 8 SITE	Illuminance	Fc	2.7	11.4	0.0	N.A.
						N.A.

All values shown are maintained horizontal Footcandles at grade level. The lighting calculations provided in this report approximate the light levels expected within the space as defined and are based on the information provided to Cal Lighting. Please verify the data to assure the accuracy of the report. Cal Lighting is not responsible for light output of lamps and ballasts, or design variables

FIXTURES MOUNTING HEIGHT IS 12.5 FT FROM FINISH GROUND TO BOTTOM OF FIXTURE

ATTACHMENT H

From: Miriam Swernoff <MSwernoff@castlecompanies.com>

Sent: Tuesday, October 13, 2020 2:55 PM

To: Planning Division <Planning@ci.antioch.ca.us>

Cc: Miriam Swernoff <MSwernoff@castlecompanies.com>

Subject: October 21 Agenda Item Cookies Dispensary

Comments to Antioch Planning Commission Meeting re Cookies Dispensary 2515 West 10th Street

This is Miriam Swernoff with Castle Management writing. Castle Management is the property manager for 2545 West 10th Street and acts as agent for the owner of 2545 West 10th Street Antioch. The properties located at 2505, 2515, 2525 and 2545 are part of a business HOA. The properties were developed as and remain as commercial industrial space. The parking for the properties was laid out as commercial and not retail space. The parking ratios are also designed for commercial and not retail space.

At 2545 West 10th Street there are 30 spaces in the front. All of those spaces are allotted to the current tenants under the terms of their respective leases. There are no extra or open spaces and the allotted spaces are actively used by our tenants. The dispensary will be located at 2515 West 10th Street. Since 2515 is literally across the lot from 2545 we are concerned that visitors to the dispensary will pull into our allocated tenant parking. Our tenants regularly park in the front of their businesses. The rear portion of 2545 West 10th Street is designated for overflow tenant parking and truck deliveries. There is regular loading and unloading by truck for the tenants' various businesses in that rear lot.

The dispensary will be located at 2515 West 10th Street, that building has six spaces in the front and a few more in the back for a total of approximately 15 spaces. The spaces in the back of 2515 are most likely going to be for employee parking and deliveries. The six spaces in the front, which includes one ADA space, are simply not enough for a retail operation. Cookies does not have the parking ratio for a retail operation in what is a commercial industrial business park.

Additionally, as part of the business HOA, all property owners are subject to CC& R's that govern parking and other issues. Under the terms of the CC & R's dated November 25, 1986 section C "each Owner of a Lot shall provide adequate off-street parking to accommodate all parking needs for the intended use. Parking will not be permitted on public streets. Required off-street parking shall be provided on the Lot, on a contiguous Lot or on another Lot within (600) feet of the Lot..." The CC & R's go on to this the parking ratio. The ratios are for uses other than warehousing 1 space for each 400 square feet of total building space, for warehousing 2 spaces for each 3 persons working in the building, but in no event less than 1 space for each 1000 square feet of floor area. The CC & R's were amended in 1990. Part of the amendment addresses parking. Under new section 2, "with respect to the uses not enumerated ... above, the general applicable code parking requirements for such other uses shall be used to determine parking requirements. " The City of Antioch's off- street parking regulations Code section 9-5.1703.1 require 5 spaces per 100 square feet of gross floor area for retail sales not listed under another use. The gross floor area of 2515 West 10th Street is approximately 6,408 square feet and has approximately 6,408 gross floor area. The

approximate 15 parking spaces fall well short of the required 32 spaces. As the dispensary gets established and gains customers the parking shortage will only become more obvious. Cookies is aware of the parking challenges and has even commented on them in their April 20, 2020 Parking, Signage and Outreach Plan Submitted to the Antioch Planning Commission. Additionally, the dispensary and the owner of 2545 West 10th Street have entered into a Parking Enforcement Agreement which allows the owner of 2545 West 10 to tow improperly parked cars. Towing cars will not make up for the lack of parking. We ask that the Planning Commission have Cookies more clearly lay out their parking plans.

Respectfully submitted,

Miriam Swernoff

Real Estate Portfolio Manager

Castle Management

(925) 328-1240 ext. 255

(925) 968-8611 cell

mswarnoff@castlecompanies.com

ATTACHMENT I

CITY OF ANTIOCH PLANNING COMMISSION

Regular Meeting
6:30 p.m.

October 21, 2020
Meeting Conducted Remotely

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Planning Commission meetings live stream (at <https://www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/>). The Planning Commission meeting was conducted utilizing Zoom Audio/Video Technology.

Chair Schneiderman called the meeting to order at 6:30 P.M. on Wednesday, October 21, 2020 in the City Council Chambers. She announced that because of the shelter-in-place rules issued as a result of the coronavirus crisis, tonight's meeting was being held in accordance with the Brown Act as currently in effect under the Governor's Executive Order N-29-20, which allowed members of the Planning Commission, City staff, and the public to participate and conduct the meeting by electronic conference. She stated anyone wishing to make a public comment, may do so by submitting their comments using the online public comment form at www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/. Public comments that were previously submitted by email have been provided to the Planning Commissioners. She stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, October 28, 2020.

ROLL CALL

Present: Commissioners Motts, Parsons, Soliz, Barrow, Vice Chair Martin, and Chair Schneiderman

Staff: Director of Community Development, Forrest Ebbs
Planning Manager, Alexis Morris
Associate Planner, Kevin Scudero
Contract Planner, Kevin Valente
Associate Community Development Technician, Hilary Brown
City Attorney, Thomas Lloyd Smith
Captain, Tony Morefield
Minutes Clerk, Kitty Eiden

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. Approval of Minutes: A. July 1, 2020
 B. July 15, 2020
 C. August 5, 2020
 D. August 19, 2020

On motion by Commissioner Soliz, seconded by Vice Chair Martin the Planning Commission unanimously approved the minutes of July 1, 2020, as presented. The motion carried the following vote:

AYES: Motts, Parsons, Soliz, Barrow, Martin, and Schneiderman
NOES: None
ABSTAIN: None
ABSENT: None

On motion by Vice Chair Martin, seconded by Commissioner Soliz the Planning Commission unanimously approved the minutes of July 15, 2020, as presented. The motion carried the following vote:

AYES: Motts, Parsons, Soliz, Barrow, Martin, and Schneiderman
NOES: None
ABSTAIN: None
ABSENT: None

On motion by Commissioner Barrow, seconded by Commissioner Motts the Planning Commission unanimously approved the minutes of August 5, 2020, as presented. The motion carried the following vote:

AYES: Motts, Parsons, Soliz, Barrow, Martin, and Schneiderman
NOES: None
ABSTAIN: None
ABSENT: None

On motion by Vice Chair Martin, seconded by Commissioner Soliz the Planning Commission approved the minutes of August 19, 2020, as presented. The motion carried the following vote:

AYES: Parsons, Soliz, Barrow, Martin, and Schneiderman
NOES: None
ABSTAIN: Motts
ABSENT: None

NEW PUBLIC HEARING

3. **UP-19-14– Cookies Cannabis Dispensary – Bakery Antioch, Inc. (Cookies Dispensary)** requests approval of a Use Permit to operate a cannabis dispensary with delivery. The project site is located at 2515 West Tenth Street (APN 074-051-018).

Contract Planner Valente presented the staff report dated October 21, 2020 recommending the Planning Commission adopt the resolution recommending that the City Council approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery.

In response to Vice Chair Martin, staff clarified that if approved this would be the fourth dispensary in the Verne Roberts Circle section of the cannabis overlay district and there was an additional dispensary operating on Wilbur Avenue. They explained that they would be removing the vehicle gate to allow customer parking in the rear of the building. They commented that Crystal Clear Logo was not classified as a traditional retail because they typically served businesses.

Commissioner Parsons added that she patronized Crystal Clear Logo and the only time she visited the property was to pick up her orders.

In response to Vice Chair Martin, Contract Planner Valente explained that the tinted windows were not in the retail area.

In response to the Commission, Captain Morefield reported that there had been a relatively small number of calls for service at dispensaries currently operating in Antioch which he attributed to the strong security measures the City had created. He stated the site was a tight area; however, there were not many vehicles in the area. He verified that there were no outstanding issues regarding this application and noted that he met with and provided feedback to the applicant who was very receptive.

In response to Commissioner Barrow, Contract Planner Valente clarified that the project was routed to the Fire Department and he was not aware of any outstanding concerns. Associate Planner Scudero added that when the business obtained their building permits, they would be submitting to the Fire Department and should they require sprinklers, it would be addressed at that time. He added that the Fire Department would have to sign off on the project.

In response to Commissioner Barrow, Captain Morefield stated that two-armed security guards were more than adequate for a business of this size.

In response to Commissioner Barrow, Planning Manager Morris explained that if they had not pulled a building permit within 2-years, they could request a one-year extension. She noted if the use permit was approved, it was into perpetuity as long as they were in compliance with all the conditions of approval.

PROPONENT

Jesse Feldman thanked everyone for hearing their application this evening and introduced their development team. Ryan Johnson and Jesse Feldman gave a Power Point presentation of their brand, products, outreach efforts, circulation/parking plan and social equity program.

In response to Commissioner Motts, Mr. Johnson clarified that their product packaging was compliant with California laws and standard disclaimers were on all packaging.

In response to Chair Schneiderman, Mr. Johnson announced they had developed standard operating procedures to prevent or limit the spread of COVID-19. He stated they would work closely with the City to impose necessary limits.

Commissioner Barrow congratulated the applicant.

In response to Commissioner Barrow, Mr. Johnson stated the percentages of gross revenue for donations in the first year was .25%, the second year .37% and the third year was .5%. He explained that they looked to the City for guidance as to which programs to support for the Social Equity component. He noted they had not looked at vocational programs; however, they would not be opposed to considering them. He further noted they wanted to complete the process within the next three weeks so Council could consider the Operating Agreement with their application.

City Attorney Smith stated they were working with Mr. Feldman and Mr. Johnson on the Operating Agreement which would have a social equity component and Youth Services Network Manager Johnson was working with the applicant to identify programs that would have the greatest impact on the community. He explained that the Social Equity Program would be included in the Operating Agreement that would be approved by the City Council. He reported that Cookies had demonstrated complete willingness to make contributions.

Commissioner Parsons thanked the applicant for their outreach efforts.

In response to Vice Chair Martin, Mr. Johnson explained that the products in their lobby were only displays filled with rice and all of their products were in secure storage, behind locked doors, only accessible to authorized employees. Mr. Feldman explained that the interior tandem parking space #4 was intended for the manager.

In response to Commissioner Soliz, Mr. Johnson explained that the business was a corporate operation, and the licensing fee was for intellectual property and marketing related to the brand. He clarified they should turn a profit based on revenue and operating expenses; however, if they figured in capital expenditures, it may decrease the profit for the first few years.

Commissioner Soliz mentioned other operators in Antioch had been quite successful and he was concerned for parking posing a problem on 10th Street. He explained that he had generally been opposed to other cannabis businesses; however, since he had been in to see them, he

understood their business model. He encouraged all Commissioners visit existing cannabis businesses. He stated he wanted to know what their contribution would be to the City.

City Attorney Smith explained that the details of the community benefits would become very specific in the Operating Agreement.

Chair Schneiderman thanked the applicant for responding to all their questions and commended them on their outreach efforts.

Chair Schneiderman opened the public hearing.

The following public comments were made by an individual utilizing Zoom Audio/Video Technology.

Martin representing Contra Costa Farms expressed concern that Cookies was not contributing an equitable amount to their Social Equity Program and they felt it would be disingenuous to franchise this business. He also felt parking would be insufficient for the business.

Joseph Lawton, Property Manager, spoke in support of Mr. Feldman and expressed concern regarding the lack of parking for the business.

Chair Schneiderman closed the public hearing.

Chair Schneiderman stated she had reservations regarding the parking; however, she felt the applicant and staff had mitigated those issues.

Commissioner Parsons thanked Martin from Contra Costa Farms and recognized their charitable contributions to the Antioch Rotary.

In response to Commissioner Parsons, Contract Planner Valente explained that the Use Permit included delivery service and all loading of product would be done internally, which could potentially help with the parking issue. He noted that they would begin with one delivery vehicle with the potential to add more based on demand.

Commissioner Soliz reiterated his concerns regarding parking. He stated he believed current operators were influential and generous providers in Antioch and the City should nurture those existing businesses.

In response to Commissioner Parsons, Contract Planner Valente stated that the applicant revised their plans to address staff's concerns regarding parking. He explained that there was no specific parking calculation for Cannabis dispensaries, so they were using the City's retail parking requirements which they exceeded. He noted there could be issues, but they hoped they could be mitigated with the operation of the business.

Planning Manager Morris stated that parking calculations were based on all employees and customers being there at the same time. She reiterated that they met the retail requirement,

which was the best equivalent they had and there were conditions of approval that security guards had to enforce those requirements. She noted in the future if they found that it was insufficiently parked and the security guard were not complying with the conditions of approval, the Use Permit could go through the revocation process. She further noted if they were complying with the conditions of approval and they did not have enough parking, those customers would have to leave the site, until parking was available. She added if there was a problem it would be because the conditions of approval were not being enforced. She noted at that time they would work with the applicant or consider initiating a revocation.

Vice Chair Martin questioned if they could condition the project to come back in 6 months to re-evaluate parking.

Planning Manager Morris responded that conditional Use Permits on a 6-month timeframe were problematic because once the business opened, it was not appropriate to re-evaluate the requirements placed on them. She stated that requirements should be based on the project description with conditions that could be enforce. She noted the parking requirements were baseline and the Planning Commission and Council had the authority to establish different requirements.

Commissioner Motts reminded the Commissioners that the Planning Commission and City Council placed the overlay in a business park area.

In response to Commissioner Motts, City Attorney Smith explained that the Operating Agreement would be negotiated with Cookies and it was separate from this process. He commented that they had created mandatory minimums based on expectations of the business. He stated he was comfortable that what they would be contributing to their Social Equity Program was going to be aligned with the other cannabis businesses. He noted the Operating Agreement was very specific and contractually based with a monitoring component.

Commissioner Barrow congratulated staff for their explanation of parking requirements and he commended the applicant for their due diligence and exceeding those requirements. He noted the conditional use permit addressed the parking issue and the applicant was aware that it was a contentious issue. In addition, he noted the issue had been addressed by the Antioch Police Department and Fire Department and would soon be addressed by the Building Department. He stated he would be voting for fairness and if issues came up there could be modifications pertaining to parking.

Vice Chair Martin suggested the possibility of requiring an additional staff member or security guard to monitor parking during hours of operation.

Planning Manager Morris responded that the Planning Commission could consider that option. She cautioned that adding additional employees would impact parking. She noted two security guards were the minimum and they were meeting that requirement.

Vice Chair Martin stated if they could resolve the issue regarding parking, he would be more inclined to approve the project.

Commissioner Soliz stated he did not believe there was an adequate solution to the parking situation. He moved to deny Use Permit (UP-19-14). The motion died for the lack of a second. Commissioner Barrow stated he believed the applicant had met the necessary parking requirements and if issues came up in the future they could be addressed.

In response to Commissioner Parsons, Captain Morefield reiterated that he drove thru proposed and approved cannabis businesses, and this parking area is tight; however, he had not witnessed significant parking issues. He noted this was a smaller business and he could not speak to the amount of traffic they would generate; however, he had not seen any parking issues at Delta Dispensary.

Planning Manager Morris reiterated that if there becomes a problem with the parking there was a condition of approval addressing violations of the Use Permit.

RESOLUTION NO. 2020-26

On motion by Commissioner Barrow, seconded by Commissioner Motts the Planning Commission adopted the resolution recommending that the City Council approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery. The motion carried the following vote:

AYES:	<i>Motts, Parsons, Barrow, and Schneiderman</i>
NOES:	<i>Martin and Soliz</i>
ABSTAIN:	<i>None</i>
ABSENT:	<i>None</i>

Chair Schneiderman thanked the applicant for investing in Antioch and the public speakers for voicing their opinion.

ORAL COMMUNICATIONS

Planning Manager Morris introduced Community Development Technician, Hilary Brown.

Chair Schneiderman welcomed Community Development Technician Brown to the City.

Commissioner Soliz suggested the City look at parking requirements for cannabis businesses because he felt traditional retail requirements did not apply to these types of businesses.

Commissioner Barrow stated it was difficult to compare cannabis businesses that were vastly different in their business model. He noted that the City should consider whether the business meets current regulations. He further noted that the Planning Commission should be part of any review of violations of a Use Permit.

Director of Community Development Ebbs cautioned the Commission about creating a conversation that was not agenzized for discussion this evening.

WRITTEN COMMUNICATIONS

None.

COMMITTEE REPORTS

Commissioner Motts reported that the TRANSPLAN meeting had been cancelled.

ADJOURNMENT

On motion by Vice Chair Martin, seconded by Commissioner Soliz the Planning Commission unanimously adjourned the meeting at 8:22 P.M. The motion carried the following vote:

AYES:	<i>Motts, Parsons, Soliz, Martin, and Chair Schneiderman</i>
NOES:	<i>None</i>
ABSTAIN:	<i>None</i>
ABSENT:	<i>Barrow (lost audio/video connection)</i>

Respectfully submitted:
KITTY EIDEN, Minutes Clerk

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TL3*

SUBJECT: Resolution to Approve Operating Agreement with Cannabis Business Operator Bakery Antioch I, Inc. (Cookies Dispensary)

RECOMMENDED ACTION

It is recommended that the City Council consider adopting the attached resolution to approve the operating agreement for the cannabis business operator Bakery Antioch I, Inc. ("Cookies Dispensary").

FISCAL IMPACT

The operating agreement, similar to the four operating agreements previously approved by the City Council, includes a revenue structure by which the City will receive a portion of the gross revenue of the business. The operating agreement for Bakery Antioch I, Inc. includes funding for a social equity program on terms similar to the other social equity programs funded by the other cannabis businesses already approved by the City Council.

DISCUSSION

Antioch Municipal Code §9-5.3845 requires a cannabis business to have an operating agreement ("Agreement") approved by the City Council prior to beginning operations. A key goal of the operating agreement is to require the cannabis business to participate in public outreach and education, community services, payment of fees and other charges as mutually agreed, and such other terms and conditions that would protect and promote the public health, safety, and welfare.

The proposed operating agreement is similar to the four other operating agreements, as amended, previously approved by the City Council. The operating agreement proposed for Bakery Antioch I, Inc. includes minor clarifications which have been, or will be, incorporated into the other operating agreements.

The operating agreement includes the following:

- The Agreement's term is ten years with two possible five-year extensions. The Operator agrees not to operate if the Agreement is not in effect.

- The Police Chief has discretion to require changes to the business to protect public health and safety.
- The City Manager may impose additional mitigation measures relating to public health and safety.
- The Operator will begin paying a percentage of gross revenue to the City as of the 15th of the month following the City issuing the Certificate of Occupancy for the City, and monthly thereafter.
- The Agreement shall be reviewed annually by City staff or a third party selected by the City.
- The Agreement includes provisions relating to indemnification of the City and insurance protecting the City.
- The revenue to be paid to the City is set forth in Exhibit C to the Agreement, which provides:

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail	2%	3%	4%	5%
Microbusiness*	2%	3%	5%	6%
Cultivation (per square foot) *	\$2	\$3	\$5	\$6

*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit may be reduced by the following amount if the Operator employs on a full-time basis the following numbers of Antioch residents:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 more City residents	12%, but not to exceed \$600,000

The social equity program proposed by Bakery Antioch I, Inc. (Exhibit D to the Operating Agreement) requires funding an Antioch-based 501(c)(3) charity. Currently, that charity is Opportunity Junction. The funding consists of Cookies providing 0.25% in year one, 0.37% in year 2, and 0.5% in year 3 and thereafter (with a minimum annual guarantee of \$25,000) of gross receipts, paid quarterly.

ATTACHMENTS

- A. Resolution Approving the operating agreement for Bakery Antioch I, Inc.
- B. Operating Agreement between the City of Antioch and Bakery Antioch I, Inc.
- C. Social Equity Plan

RESOLUTION No. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CANNABIS OPERATING AGREEMENT FOR
BAKERY ANTIOCH I, INC. (COOKIES DISPENSARY)**

WHEREAS, on _____, 2020, by Resolution No. 2020/____, the City Council approved Business Permit No. UP 19-14 for Bakery Antioch I, Inc. ("Cookies Dispensary") to operate a cannabis business within the City on the terms and conditions set forth therein;

WHEREAS, one condition of the cannabis business use permit ("CBUP") is that the City and Operator execute an Operating Agreement, which condition will be met by approval of this Operating Agreement;

WHEREAS, the City Council has reviewed the attached Operating Agreement, and received public comment thereon at its December 8, 2020, meeting;

WHEREAS, the City Council finds that the attached Operating Agreement will benefit the Antioch community by producing revenue for the City and its goals;

WHEREAS, the City Council finds that the attached Operating Agreement will benefit the Antioch community by the Operator committing to provide additional funding for programs to address community needs within Antioch; and

WHEREAS, the City Council finds that the attached Operating Agreement in combination with the approved use permit for the cannabis business will not only benefit the community but also includes adequate provisions to protect public health and safety.

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

1. Approves the operating agreement between the City of Antioch and Bakery Antioch I, Inc. in substantially the form attached hereto as Attachment B;
2. Authorizes the City Manager to execute the operating agreement subject to the approval of the City Attorney as to form; and
3. Authorizes the City Manager and the City Attorney to make minor changes to the operating agreement as are consistent with the City Council's goals.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of December 2020, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

CITY CLERK OF THE CITY OF ANTIOCH

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attn: City Clerk

Exempt from recording fee per Government Code §6103

OPERATING AGREEMENT

This Operating Agreement ("**Agreement**") is entered into between the City of Antioch, a municipal corporation ("**City**") and Bakery Antioch I, Inc., a California corporation ("**Operator**"). Operator proposes a cannabis business located at 2515 W. 10th Street, Antioch, CA (the "**Site**"). City and Operator may be referenced herein as "**Party**" or collectively as "**Parties**".

RECITALS

- A. Operator submitted an application for approval of its use permit for a cannabis business consisting of a dispensary with delivery and a type N infusion license.
- B. On December 8, 2020, by Resolution No. 20/____, the City Council approved Cannabis Business Use Permit # 19-14 relating to Operator's application ("**CBUP**"). A copy of the CBUP is attached hereto as **Exhibit A** and incorporated herein. The CBUP relates to the Site, as described in **Exhibit B**, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP.
- D. On December 8, 2020, the City Council adopted Resolution 20/____ approving this Agreement.

AGREEMENT

- 1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
- 2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.
 - a. Agreement—This Agreement between the City and Operator.
 - b. Applicable Law—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City's ordinances, resolutions, rules, and regulations, as each statute, regulation,

regulation, rule, Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

c. Business Operations—The commercial cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council in the CBUP, and as subject to the terms and conditions of this Agreement.

d. Cannabis—Both medical and non-medical cannabis as defined by Health & Safety Code section 11362.5 and Business and Professions Code sections 26000 *et seq.*

e. Cannabis Business Use Permit—the Cannabis Business Use Permit, attached hereto as Exhibit A, as approved by City Council Resolution 20/____.

f. City—the City of Antioch, California.

g. City Attorney—the City Attorney of the City.

h. City Council—the City Council of the City.

i. City Manager—the City Manager of the City.

j. Operator—Bakery Antioch I, Inc.

k. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.

l. Gross Receipts—The total of amounts actually received or receivables from sales and the total amounts actually received or receivable for the performance of any act or service at the Site for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Gross receipts shall also include all receipts, cash, credits and property of any kind without deduction of the cost of the property sold, the costs of the materials used, labor or services costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" are the following:

- Cash discounts allowed and taken on sales;
- Credit allowed on property accepted as part of the purchase price and which property may later be sold;
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit;
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee furnishes to the City the names and addresses of the others and the amounts paid to them; and
- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded.

The intent of this definition is to ensure that, in calculating payments to the City, all sales and revenue from the Business Operations are captured and, therefore, this definition shall be given the broadest possible definition consistent with this intent.

m. Major Amendment(s)—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

n. Minor Amendment(s)—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

o. Police Chief—the Police Chief of the City.

p. Project—The Business Operations, Site Development, Odor and other Mitigation Plans, Security Plans, and all other terms and conditions applicable to Operator's Business Operations.

q. Site—The physical location of the Operator's Business Operations, as described in Exhibit B, attached hereto.

r. State license(s)—the license(s) issued by the State, whether through the Bureau of Cannabis Control or other regulatory agency authorizing the Operator to conduct its Business Operations.

3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall be ten years, with two possible extensions of five years each. This Agreement may be extended by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. At the end of the term, Operator agrees to cease all Business Operations at the Site, notwithstanding the terms and conditions of the CBUP. The parties agree that, six months prior to the end of the initial ten-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.

5. **Operating Conditions.** In addition to the terms and conditions set forth in the CBUP, Operator's Business Operations shall be subject to the additional terms and conditions:

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 9:00 a.m. to 8:00 p.m. There are no other hours restrictions on the Business Operations, including delivery.

b. Subsequent to the annual audit by the Police Department or a third party selected by the Police Department, the Police Chief shall have the discretion to require additional security measures or modify existing security measures at the Operator's expense, as may be required by law or reasonable for public safety. At Operator's expense, the Police Chief may also determine to require additional security measures at any time upon the Department's finding that existing security measures are insufficient for the Business Operations to comply with the terms of the CBUP or to adequately protect public health and safety. The Police Chief's determination is appealable to the City Manager.

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be

required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

6. Fees.

a. Operator agrees to pay all fees, whether imposed by the City, state, or other regulatory agencies in a timely manner. Operator's failure to pay such fees in a timely manner may, at the City's sole discretion, constitute Evidence of Default. City shall provide thirty (30) days' prior written notice to Operator as to any unpaid City fees before declaring Evidence of Default, consistent with Section 9 of this Agreement. If Operator fails to pay such fees, plus any interest or penalties due for late payment, Operator agrees that the City may record on the property which is the subject of the CBUP one or more liens for the fees owed.

b. Operator agrees to pay City beginning with the fifteenth of the month immediately following the date the City issues the Certificate of Occupancy for the Site the amounts set forth in **Exhibit C**, attached hereto and incorporated herein. The amount due for Gross Receipts is payable thereafter on the 15th of each month or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The amount due based on square footage, with adjustments made during the year as square footage is increased or decreased, is payable thereafter quarterly, on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The Operator shall also submit with its Gross Receipts payment and its quarterly square footage payment a report on a form provided by the Operator and approved by the City which lists the gross receipts and square footage (if applicable) for the period; any adjustments to the gross receipts and square footage, and basis therefor; the gross receipts subject to the percentages set forth in Exhibit C; the square footage subject to Exhibit C; and the total amount due.

c. A payment is late or deficient under this Section if not postmarked by or received by the City Finance Department on or before the Due Date. A late or deficient payment shall be subject to a penalty of a one-time penalty of five percent (5%) of the amount owed, plus monthly non-compounding interest at the maximum rate allowed by law, but not to exceed an annualized amount of ten percent (10%).

d. If the City Manager is not satisfied with the veracity of report(s) filed by Operator regarding the Business Operations' total gross receipts or square footage, the City Manager may reasonably compute and determine the amount of the fees to paid on the gross receipts or square footage and make a deficiency determination upon the basis of the facts contained in such report(s), or upon the basis of any information in City's possession, or that may come into City's possession within three (3) years of the date the fees are paid. One or more deficiency determinations of the amount of fees owed for a period or periods may be made. The determination of the City Manager pursuant to this subsection is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

7. Social Equity Programs.

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("**Equity Program**") to benefit the City and its residents, to foster equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in

California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

b. Operator has prepared a Social Equity Program Plan ("**Equity Plan**"), which includes the Equity Program's description, a non-profit social equity program plan organization ("**Equity Plan Organization**") located in Antioch and approved by the City, and an action plan with goals, tasks, responsible parties, timelines, and measurable outcomes. The Equity Plan is set forth in **Exhibit D**, attached hereto and incorporated herein, Operator shall provide a written report, quarterly for its first year of operation and semi-annually thereafter, to the City Manager and City Attorney on its progress in carrying out the Equity Program's goals and measurable outcomes. Upon request of the City Manager or City Attorney, Operator shall also agree to provide a presentation to the City Council on the Equity Plan's goals and measurable outcomes. The Equity Plan may be modified in writing by request of the Operator and only with prior written approval of the City Manager or the City Attorney.

c. If the City Council, the City Manager, or the City Attorney reasonably determine that Operator's Equity Plan does not adequately achieve the City's goals as set forth, the City Council, the City Manager, or the City Attorney shall have the discretion to require the Operator to modify its Equity Plan subsequent to one or more meetings with the Operator, except that the City may not unilaterally increase the percentage of gross receipts or income of any kind Operator provides identified in **Exhibit D** pursuant to its approved Equity Plan.

d. Operator agrees to fund its Equity Plan, as detailed in Exhibit D, with the first payment submitted to its Equity Plan Organization at the same time as the first payment for gross receipts and/or square footage is due under Section 6b hereof. Subsequent payments to its Equity Plan Organization shall be made quarterly with each subsequent quarterly payment due on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day. Late payment from the Operator to the Equity Plan Organization shall be subject to the same penalties and interest set forth in section 6 hereof.

8. **Applicable Law.** At all times, Operator shall conduct its Business Operations consistent with Applicable Law, including the City's ordinances, rules, and regulations; the CBUP; and this Agreement, as each may be amended or modified from time to time. Any violation thereof by Operator or its Business Operations may, at the City's discretion, be considered Evidence of Default, subject to the terms of Section 9 below.

9. **Default.**

a. If the City Manager finds Evidence of Default, the City Manager shall provide at least forty-five (45) days' written notice thereof to Operator, with the notice specifying the nature of the default, the facts supporting such Evidence of Default, and the manner in which the Default may be cured. Within that forty-five day period, Operator shall cure the Default to the City Manager's reasonable satisfaction, provide evidence with supporting facts as to why no Default exists, or provide alternatives satisfactory to the City Manager acting reasonably to address the Default.

b. If the City Manager is not satisfied with Operator's response and/or believes a Default continues to exist, then the City Manager may, at his/her sole discretion:

- Order the Operator to suspend all Business Operations at the Site until the Default is cured.
- Take such other action as may be authorized by the CBUP or this Agreement.
- Remedy the Default and charge the costs thereof to the Operator, who agrees to pay such sums.

c. The decision of the City Manager under this section is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

d. The remedies of this section, plus any other remedies set forth in this Agreement and remedies available in law or in equity are cumulative, and non-exclusive. Such remedies are distinct and separate whether or not exercised by the City. The City may, in its discretion, exercise any or all of its rights and remedies, at once or in succession, at such time or times as it considers to be appropriate.

10. **Record Keeping.** Operator shall keep, maintain, and preserve to the extent applicable all records that may be necessary to determine the amount of gross receipts, the number of retail delivery vehicles, the amount of cannabis manufactured, the amount of cannabis delivered, and any and all other records by which City may determine and verify the amount of fees due to the City pursuant to Section 6 hereof. At Operator's expense, City shall have the option of conducting, whether by City staff or by a City-selected consultant, an annual audit to verify the fees due to the City pursuant to Section 6 hereof and compliance with Exhibit D. City shall have the right to inspect such records at all reasonable times during normal business hours and upon not less than five (5) business days' prior notice. To the extent permitted by Applicable Law, City agrees to treat such records as confidential.

11. **Annual Review.** In addition to the right to conduct an audit pursuant to Section 10 hereof, the City Manager, at his/her discretion, may direct City staff or a third party to review, no more frequently than once per year, the Business Operations and compliance thereof with the CBUP and this Agreement. Operator shall be responsible for paying the costs of this annual review, which shall not exceed \$10,000 per review, adjusted annually by the CPI index for Bay area cities. In the event there is good cause for a review that would exceed \$10,000 (as adjusted annually), Operator and City shall negotiate a Minor Amendment to allow for such review. Based on this review, City may require additional mitigation measures or other changes to the Business Operations to assure compliance with the CBUP and this Agreement.

12. **Amendments.** This Agreement may be amended from time to time, if in writing and signed by both parties. The City Manager or the City Attorney shall have the discretion to approve Minor Amendments to this Agreement or to refer such Minor Amendments to the City Council for review and possible action. The City Council, at a duly noticed public meeting, shall have the discretion to approve Major Amendments or Minor Amendments, which have been referred to the City Council.

13. **Assignment.** City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the

reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

14. **Indemnification.** Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

15. **Insurance.**

a. For the term of the Agreement, Operator shall be required to, and agrees to, maintain in full force and effect public liability and property damage insurance, including personal injury in an amount of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, and automobile insurance for owned and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each policy shall have such coverage and limits as may be reasonably requested by City from time to time. Each policy shall have a self-insured retention of not more than one hundred thousand dollars (\$100,000).

b. The insurance referenced herein shall include endorsements, naming as additional insureds the City, its officers, officials, employees, consultants, and agents. The endorsements shall also specify that the insurance is primary, with any policies held by the City to be non-contributing.

c. The insurance referenced herein shall be evidenced by certificate(s) of insurance, which shall be kept current during the term of this Agreement.

d. The certificate(s) and endorsement(s) shall be provided to, and approved by, the City Attorney prior to Operator beginning Business Operations.

e. The insurance shall be placed with a company authorized to transact business in the State of California and with a rating of not less than A.M. Best-A, or such other rating as approved by the City Attorney.

f. Operator shall provide at least thirty (30) days' prior written notice of any cancellation, reduction in scope or amount, or material modification of the insurance referenced herein.

g. If Operator fails to maintain the insurance referenced herein, the City in its sole discretion may obtain such insurance at Operator's expense, with Operator obligated to promptly reimburse the City, or determine such failure to be Evidence of Default.

16. **Notices.** Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Antioch:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Manager

With a copy to:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Attorney

To Operator:

Bakery Antioch I, Inc.
c/o Cookies Retail LLC
4676 MacArthur Court, Floor 15
Newport Beach, CA 92660

Attn: Legal Counsel

With a copy to (which shall not constitute notice):

Reuben, Junius & Rose LLP
One Bush Street, Suite 600
San Francisco, CA 94104

Attn: Mark Loper, Esq.

Bakery Antioch I, Inc. (Cookies) Operating Agreement
[date]

17. Miscellaneous

a. Each party has had an equal opportunity to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply to the Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would the frustrate the purpose of the Agreement.

c. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Manager, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.

d. The Parties are not, and shall not be construed, to be partners or joint venturers.

e. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

f. In the event that suit is brought by either Party to the Agreement, the Parties agree that venue shall be exclusively vested in the state court of Contra Costa County, or in the U.S. District Court for the Northern District of California.

g. This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between parties with respect to the subject matter hereof.

h. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Operator for any breach hereof. As such, the Parties agree that in no event shall Operator be entitled to recover damages against City for breach of this Agreement.

i. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

j. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time specified in such express waiver.

k. Notwithstanding termination or expiration of this Agreement for any reason, Sections 6c, 6d, 10 and 14 shall be continuing obligations of Operator and shall survive this Agreement.

EXECUTED AS OF _____, 2020.

CITY OF ANTIOCH

BAKERY ANTIOCH I, INC.

By: _____
City Manager, City of Antioch

By: _____
Brandon Johnson, President

Attest:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

[to be attached]

EXHIBIT B

The Site is located at 2515 W. 10th Street, Antioch, CA 94509, and is APN 074-051-018-5

EXHIBIT C

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail (% of Gross Receipts)	2%	3%	4%	5%
Microbusiness (% of Gross Receipts) *	2%	3%	5%	6%
Cultivation (per square foot) *	\$2	\$3	\$5	\$6

*Eligible for local employment incentive, as follows:

The total amount payable to City by the Operator pursuant to this Exhibit shall be reduced by the following amount(s) if the Operator employs not fewer than the following numbers of Antioch residents on a full-time basis, providing healthcare benefits:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

Example: If the revenue due to the City from Operator, based on Gross Receipts, is \$500,000, and the Operator employs 51 City residents, then the \$500,000 would be reduced by 3% and the Operator would owe the City \$485,000.

For any Operator requesting the local employment incentive, the City reserves the right to verify the number of City residents employed on an annual basis.

EXHIBIT D

Operator will donate a percentage of gross receipts to programs whose purpose is to help underprivileged children or adults who have been adversely affected by drug abuse, with such programs serving Antioch residents.

Consistent with this goal, Operator will provide to Opportunity Junction, Inc., an Antioch 501 (c)(3) non-profit corporation, the following funding: 0.25% in year one, 0.37% in year 2, and 0.5% in year 3 and thereafter (with a minimum annual guarantee of \$25,000) of gross receipts, paid consistent with the terms of the Operating Agreement.

Operator's funding will help Opportunity Junction expand its existing Healthcare Career Pathway program into Antioch. This program offers training to become a Certified Nursing Assistant ("CNA"), which will help the trainees begin careers leading to financial security and increase the number of local CNAs, which may improve healthcare equity in the region.



Opportunity Junction Social Equity Proposal to Bakery Antioch I, Inc. (Cookies)

Proposal Summary: Opportunity Junction (OJ) proposes that Cookies help fund an expansion of OJ's existing Healthcare Career Pathway (HCP), which offers Certified Nursing Assistant (CNA) training in Concord at Mt. Diablo Adult Education, to OJ's Antioch office, graduating three training cohorts annually. Of the 45 enrollees, at least 24 will be low-income Antioch residents, helping them launch careers leading to financial security. Increasing the local number of trained CNAs will also improve healthcare equity in the region, preserving Medi-Cal beds in skilled nursing facilities that would otherwise have to leave them empty.

Opportunity Junction

At Opportunity Junction, we believe that everyone who is willing to work hard deserves an opportunity to succeed. **We help motivated job seekers gain the skills and confidence to launch careers leading to financial security.** We launched in 2000 with a single job training program – for administrative careers – and have since grown into a local hub for training, career counseling, and continuing education. Located in Antioch, near the intersection of Somersville Road and Delta Fair Boulevard, we serve more than 1,000 residents of the East Contra Costa annually.

Our programs are designed to help motivated job seekers achieve the ultimate outcome of long-term, sustainable employment. Indeed, in 2019 ImpactMatters identified Opportunity Junction as a Top 10 Poverty-Fighting Nonprofit globally and the top ranked U.S. organization.¹ Their assessment of our Administrative Careers Training Program — upon which the HCP is based — concluded that a **\$14,000 donation increases the earnings of a person living in poverty by \$44,000.**

Impact of the War on Drugs (WoD)

Publicly-available arrest data suggests that Antioch residents have been disproportionately impacted by the WoD.² Higher levels of policing and arrests also lead to higher police use of force, and in Contra Costa the impact is disproportionately on Black residents. The Bay Area Equity Atlas documents that in 2016-17, Contra Costa had a higher incidence of use of force against Black residents than any other Bay Area County: 17 per 100,000 Black residents. Disparate police use of force inflicts trauma on the job seekers we serve, both those subjected to the use of force and those who fear for their safety because of it.

The people of color we serve, more than 80% of our job seekers, have suffered from the over-policing of drug crimes characteristic of the WoD. The impacts include an inability to trust or receive support from

¹ ImpactMatters Top Poverty Nonprofits, <https://www.impactmatters.org/top-lists/poverty/>

² Although there is no city level data for drug arrests, Antioch does provide total arrest data (<https://www.antiochca.gov/police/crime-statistics/>), and we can compare that to the Part 1 Crime (Violent, Property, Arson) arrest data from <https://oag.ca.gov/crime>. If we just compare the Part 1 crime as percent of population, Antioch looks comparable to Contra Costa and California. However, for arrests Antioch is noticeably higher. This suggests an increased rate of arrest for non-Part1 crimes, which include drug crimes, indicating a disproportionate impact on local residents from the WoD.



law enforcement, as well as a background level of terror and exhaustion at the prospect of unjustified police use of force.

Community Need for the Healthcare Career Pathway (HCP)

The HCP – a partnership of OJ, Ombudsman Services, Mt. Diablo Adult Education, and NorCal Homes – was developed to address two critical community needs: a severe shortage of CNAs, especially those versed in person-centered care, and high demand among young job seekers for training and support to launch healthcare careers.

The shortage of CNAs in Contra Costa County is stark: nationwide, the average number of CNAs working in a region the size of Contra Costa County is 3,889 while the county currently only has 2,475 CNAs.³ The county's 30 skilled nursing facilities have 5-20 unfilled positions each.

Contra Costa County's elderly population is also increasing at a rapid rate, which is increasing demand for care workers. The State of California estimates that the County's population aged 60 and over will increase by 191% between 2010 and 2060.⁴

When long term care facilities cannot hire enough CNAs, healthcare equity suffers. Medi-Cal beds are the first to be cut (to preserve the patient to CNA ratio), so low-income patients may go without needed care.⁵ Staff attempting to care for too many patients may also be unable to provide adequate care, putting vulnerable residents at risk for serious injury and even death.

These risks are particularly serious for Black, Indigenous, and People of Color (BIPOC) residents, who already suffer from chronic disease at disproportionate rates. Until we can address healthcare inequity at the root cause level, eliminating staffing and bed shortages is an issue of healthcare equity.

California Employment Development Department (EDD) labor market data confirms the need for trained CNAs locally. "Personal Care Aides" are third on the list of occupation with the most job openings for those without a college degree with 65,210 openings between 2016 and 2026. Similarly, "Home Health Aides" is the second fastest growing occupation with 40.6% growth expected over the same timeframe.⁶

The HCP also promotes equity by serving those who have, in the past, had less access to opportunity:

- 60% come from households with income at or below the Federal Poverty Guideline;
- 85% identify as BIPOC;
- 63% are between the ages of 18 and 24; and
- 84% identify as female.

³ John Muir Community Health Fund, "CHF Impact Update 2019,"

<https://www.johnmuirhealth.com/content/dam/jmh/Documents/Community/2019-CHF-Impact-Update.pdf>

⁴ California Department of Aging, "Facts About California's Elderly,"

https://www.aging.ca.gov/Data_and_Reports/Facts_About_California's_Elderly/

⁵ Ethan Millman, "New staffing law, old struggles bedevil California nursing homes," Los Angeles Times, July 13, 2018, <https://www.latimes.com/business/la-fi-cna-shortage-20180713-story.html>

⁶ CA Employment Development Department, Labor Market Information for Oakland MSA, "2016-2026 Employment Projections" <https://www.labormarketinfo.edd.ca.gov/data/employment-projections.html>

Healthcare Career Pathway Model

The Healthcare Career Pathway partnership addresses these inequities by helping motivated workers who could otherwise not enter the healthcare workforce to build stable careers while providing critical patient care to the low-income, aging population.

Built on the model of our flagship Administrative Careers Training program, which has a 20-year track record of success, the HCP combines skills training at no cost to the participant with wraparound services and a life skills curriculum. The program **empowers trainees to overcome employment barriers that have hindered their success in the labor force.**

Our program is a public-private partnership, bringing together multiple stakeholders to address the challenges for low income workers and the need for skilled nursing assistants to serve elderly patients:

- Opportunity Junction provides the life skills curriculum, case management services and supports to the trainees. We provide job training and placement assistance to all participants. We also provide lifetime alumni services to support their career advancement.
- Mount Diablo Adult Education (affiliated with a local school district) currently hosts the CNA skills training on their campus.
- Ombudsman Services of Contra Costa, Solano and Alameda is responsible for our person-centered care curriculum which ensures trainees provide quality care, minimizing the risk for neglect and abuse.
- Nor-Cal Care Homes, an owner of local skilled nursing facilities, and a number of other local nursing homes host clinicals for our students and have provided input on the curriculum. A number of these facilities are contracted employer partners, hiring our trainees after they complete the program.

Launched in 2018, the HCP currently trains three cohorts of 15 trainees per class, in Concord at Mount Diablo Adult Education, for a total of 45 trainees annually.

We track every element of program application, enrollment, and training progress in our customized Salesforce database. First, we enter every applicant to our programs into Salesforce, including income information, demographics, and information about barriers to employment. During the program, case managers enter Work Ready Ratings that include case notes and quantitative ratings of participants' progress along seven work-readiness dimensions.



Andrea Higgins dreams of becoming a nurse. After a time as a stay-at-home mom, Andrea enrolled in the HCP.

“When the COVID pandemic hit, my husband lost overtime hours at work. With my classes on hold and his reduced hours, I was starting to worry.” Opportunity Junction staff referred Andrea to a local homecare provider: “I was hired immediately with one of OJ’s job leads!”

When the HCP training resumed, Andrea completed her training and was then hired at a local skilled nursing facility. She’s now earning \$6.25 more per hour! “After a year or two, I will apply to become a Licensed Vocational Nurse. I am glad that the program will still be there to support me at that time.”



Enrollment, graduation, placement, and program separation dates are tracked, as are financial supports provided during training.

To determine long-term outcomes, we conduct post-placement follow-up every three months for the first 18 months and maintain a complete employment history in Salesforce. Using email, text, telephone and face-to-face meetings, our staff members gather such data as personal demographics; earnings; hours; job title; presence or absence of health, dental, retirement and other benefits (for self and dependents); and type of employment attained. We have configured Salesforce to alert staff weekly of those alumni whose information has not been verified within the past three months.

The chart below outlines program outcomes to date and, overall, demonstrates that our **graduates are able to launch and maintain successful, stable careers in the healthcare field.**

HCP Program Outcomes	Result
Graduates placed into employment	39
Graduates average starting wage ⁷	\$17.07
Graduates average weekly hours	35
6 Month Post Job Placement Outcomes	
Graduates reaching 6-month post placement milestone	26
Graduates reached for employment verification	23
Graduates who were will employed	19
6 month retention rate	83%
Average weekly hours	43
Average hourly wage	\$16.88
12 Month Post Job Placement Outcomes	
Graduates reaching 12-month post placement milestone	15
Graduates reached for employment verification	11
Graduates who were will employed	10
12 month retention rate	91%
Average weekly hours	39
Average hourly wage	\$16.94

Expanding to Antioch

During calendar 2021, with a Social Equity grant from Cookies, we will bring the HCP to Antioch and launch CNA training that is convenient and accessible to Antioch residents. We are now in the process of outfitting a healthcare classroom at our office and are seeking program funding for that expansion.

⁷ The COVID-19 pandemic is leading to higher starting wages at local skilled nursing facilities. This likely accounts for the higher placement wage than average wages at the 6- and 12-month marks for our graduates. Over time, we expect to see wage growth for our clients as they progress in their careers and obtain additional certifications and training.



If funded, OJ will:

- Launch the Antioch expansion of the HCP, including starting training for the first Antioch CNA class by April of 2020;
- Enroll three CNA classes annually, with total annual enrollment of 45, including at least 24 Antioch residents;
- Graduate at least 39 trainees annually, including 21 Antioch residents;
- Support at least 36 trainees in passing their licensing exam, including 19 Antioch residents;
- Place at least 35 into employment at an average starting wage of \$17 per hour, including 18 Antioch residents; and
- Support at least 75% of those placed in retaining employment for at least 18 months.

Conclusion

A social equity funding partnership between Cookies and Opportunity Junction will help bring entry-level healthcare training to Antioch and Antioch residents, helping those residents launch careers leading to financial security while supporting greater healthcare equity in the city.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting December 8, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Arne Simonsen, MMC, City Clerk *AS cg*

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

SUBJECT: Resolution of the City Council of the City of Antioch confirming Canvass by the County Clerk of Contra Costa County of Ballots cast in the General Municipal Election held on November 3, 2020

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution confirming the certified results of the November 3, 2020 General Municipal Election.

FISCAL IMPACT

The Council budgeted for the cost of the November 3, 2020 General Municipal Election in the Fiscal Year 2020/21 budget.

DISCUSSION

The County Clerk of the Contra Costa County Elections Division has provided a certified copy of the canvass of the November 3, 2020 General Municipal Election for the Mayor, Council Members, City Treasurer, City Clerk and Measure T.

The Antioch City Clerk has provided a certified copy of the canvass of the November 3, 2020 General Municipal Election for the following positions and ballot measure:

Mayor
Council Member District 1
Council Member District 2
Council Member District 3
Council Member District 4
City Treasurer
City Clerk
Measure T

In accordance with Ordinance No. 2141-C-S adopted by the City Council on May 8, 2018 (Attachment B), the terms of office for Council Member District 1 and Council Member District 4 for the November 3, 2020 General Election shall be two years.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Certifications as to the results of the Canvass of ballots cast from the Contra Costa County Clerk's Office for the November 3, 2020 General Election.

B. Ordinance No. 2141-C-S

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA COUNTY
OF BALLOTS CAST AT THE GENERAL MUNICIPAL ELECTION HELD ON
NOVEMBER 3, 2020**

WHEREAS, the County Clerk of Contra Costa County, pursuant to the request of the City Clerk for the City of Antioch, has duly canvassed the votes cast in the General Municipal Election held on November 3, 2020, for the election of Mayor, Council Members, City Treasurer, City Clerk and Measure T. The Antioch City Clerk has certified to this City Council the results of the votes cast thereon, certification of which is now on file in the office of the Antioch City Clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that the canvass of votes of the November 3, 2020 election by the Antioch City Clerk as shown by said certification and the results shown thereby are hereby ratified, confirmed and approved, and the votes cast for the various candidates and Measure T are attached as "Exhibit 1".

IT IS THEREFORE, FURTHER RESOLVED, FOUND AND DETERMINED as follows:

- 1) LAMAR THORPE** was elected as Mayor for a term of four (4) years, commencing forthwith;
- 2) TAMISHA WALKER** was elected as Council Member District 1 for a term of two (2) years, commencing forthwith;
- 3) MICHAEL BARBANICA** was elected as Council Member District 2 for a term of four (4) years, commencing forthwith;
- 4) LORI OGORCHOCK** was elected as Council Member District 3 for a term of four (4) years, commencing forthwith;
- 5) MONICA E. WILSON** was elected as Council Member District 4 for a term of two (2) years, commencing forthwith;
- 6) LAUREN POSADA** was elected as City Treasurer for a term of four (4) years, commencing forthwith;
- 7) ELIZABETH HOUSEHOLDER** was elected as City Clerk for a term of four (4) years, commencing forthwith;
- 8) MEASURE T** – The Initiative Ordinance "Let Antioch Voters Decide" was approved.

RESOLUTION NO. 2020/**

December 8, 2020

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing Resolution was duly passed and adopted by the City Council of the City of Antioch at a Regular Meeting thereof, held on the 8th day of December 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH



**CITY CLERK'S CERTIFICATE AS TO THE RESULTS OF THE CANVASS OF THE
CITY OF ANTIOCH
NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION**

State of California)
County of Contra Costa) ss.
City of Antioch)

I, ARNE SIMONSEN, MMC, City Clerk in and for the City of Antioch, Contra Costa County, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Antioch** in said city at the General Municipal Election held on November 3, 2020 for said city candidates and Measure T submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in the **City of Antioch** and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate and Measure T are full, true and correct.

WITHNESS my hand and official seal this 8th day of December, 2020.



ARNE SIMONSEN, MMC, City Clerk

**CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE
CITY OF ANTIOCH
NOVEMBER 3, 2020 GENERAL ELECTION**

State of California)
) ss.
County of Contra Costa)

I, DEBORAH COOPER, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Antioch** in said county at the General Election held on November 3, 2020 for said city candidates and measure(s) submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate and measure are full, true and correct.

WITNESS my hand and official seal this 30th day of November, 2020.

DEBORAH COOPER, County Clerk



By: Rosa Mena
Rosa Mena, Deputy Clerk

CITY OF ANTIOCH, MAYOR (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		42,361	5,236	47,597 / 62,394	
				76.28%	
Candidate	Party	Vote By Mail	In-Person	Total	
LAMAR A. THORPE		18,072	1,720	19,792	44.44%
SEAN WRIGHT		13,330	1,764	15,094	33.89%
JULIO JESSE MENDEZ		3,925	478	4,403	9.89%
GABRIEL VISAYA MAKINANO		3,192	537	3,729	8.37%
RAKESH KUMAR CHRISTIAN		1,278	243	1,521	3.41%
Total Votes		39,797	4,742	44,539	

CITY OF ANTIOCH, MEMBER CITY COUNCIL, DISTRICT 1 (Vote for 1)

Precincts Reported: 16 of 16 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		7,581	1,177	8,758 / 12,637	
				69.30%	
Candidate	Party	Vote By Mail	In-Person	Total	
TAMISHA WALKER		2,526	355	2,881	36.21%
JOY MOTTS		2,388	281	2,669	33.54%
MANUEL LOUIS SOLIZ, JR.		2,045	362	2,407	30.25%
Total Votes		6,959	998	7,957	

CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 2 (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		10,005	1,298	11,303 / 14,921	75.75%
Candidate	Party	Vote By Mail	In-Person	Total	
MIKE BARBANICA		4,770	678	5,448	53.22%
TONY G TISCARENO		4,350	438	4,788	46.78%
Total Votes		9,120	1,116	10,236	

CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 3 (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		13,017	1,466	14,483 / 18,349	78.93%
Candidate	Party	Vote By Mail	In-Person	Total	
LORI OGORCHOCK		4,082	426	4,508	34.30%
NICHOLE GARDNER		3,601	331	3,932	29.92%
MARIE ARCE		2,361	260	2,621	19.94%
ANTWON R. WEBSTER, SR.		1,846	236	2,082	15.84%
Total Votes		11,890	1,253	13,143	

CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 4 (Vote for 1)

Precincts Reported: 20 of 20 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		11,758	1,295	13,053 / 16,487	79.17%
Candidate	Party	Vote By Mail	In-Person	Total	
MONICA E WILSON		6,000	492	6,492	55.17%
SANDRA GAIL WHITE		2,931	316	3,247	27.59%
ALEX JOHN ASTORGA		1,748	281	2,029	17.24%
Total Votes		10,679	1,089	11,768	

CITY OF ANTIOCH, CITY CLERK (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		42,361	5,236	47,597 / 62,394	76.28%
Candidate	Party	Vote By Mail	In-Person	Total	
ELLIE HOUSEHOLDER		15,199	1,518	16,717	39.24%
ARNE SIMONSEN		14,881	1,733	16,614	38.99%
DWAYNE DONALD EUBANKS		8,073	1,202	9,275	21.77%
Total Votes		38,153	4,453	42,606	

CITY OF ANTIOCH, TREASURER (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		42,361	5,236	47,597 / 62,394	76.28%
Candidate	Party	Vote By Mail	In-Person	Total	
LAUREN POSADA		18,790	2,348	21,138	50.02%
JIM DAVIS		19,052	2,071	21,123	49.98%
Total Votes		37,842	4,419	42,261	

ORDINANCE NO. 2141-C-S

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ENACTING SECTION 2-1.303 OF TITLE 2 OF THE ANTIOCH MUNICIPAL CODE ADOPTING A BY-DISTRICT SYSTEM FOR ELECTING MEMBERS OF THE CITY COUNCIL

WHEREAS, the City of Antioch currently elects four Councilmembers and its Mayor using an at-large election system; and

WHEREAS, in response to threatened litigation regarding alleged noncompliance with the California Voting Rights Act ("CVRA"), the City Council has determined that it is in the best interest of the City to shift from its current at-large election system to a by-district election system for its four Councilmembers; and

WHEREAS, California Government Code section 34886 permits the City Council to change the City's method of election by ordinance to a "by district" system in which each Councilmember is elected only by the voters in the district in which the candidate resides; and

WHEREAS, in accordance with California Government Code section 34886, it is declared that the purpose of the change in the method of electing members of the City Council is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Sections 14025 through 14032 of the California Elections Code; and

WHEREAS, because City electors expressed their intention in Measure M of the June 2012 Primary Election to require an independently elected Mayor separate from the four Councilmembers; this ordinance does not change the at-large method of election for the Mayor.

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

Section 1. Section 2-1.303 of the Antioch Municipal Code is enacted to read as follows:

§2-1.303 BY-DISTRICT ELECTIONS FOR CITY COUNCIL MEMBERS

(A) Pursuant to California Government Code section 34886, Members of the City Council of the City of Antioch shall be elected by-district in four (4) single-member districts.

(1) Members of the City Council shall be elected in the electoral districts established by subsection (B) of this Section and subsequently reapportioned as provided by State law. Elections shall take place "by district" as that term is defined in California Government Code section 34871, meaning one Councilmember shall be elected from each district, by the voters of that district alone.

(2) A Councilmember elected or appointed to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued.

(B) All four Councilmembers shall be elected on a "by-district" basis from the Council districts shown and numbered on a map titled "City of Antioch District Map," as adopted separately by resolution, a copy of which shall be on file in the City Clerk's office.

(C) Pursuant to Elections Code section 21601, as it may be amended from time to time, the City Council shall adjust the boundaries of any or all of the districts following each decennial federal census to ensure that the districts are in compliance with all applicable provisions of law.

(D) District elections enacted in accordance with this section shall commence in the November 2020 General election. In the November 2020 General Election, Districts 1 and 4, as shown in the "City of Antioch District Map," will have initial terms of two (2) years, and both districts shall again be open for election in the November 2022 General Election, at and following which election they shall have four (4) year terms. Beginning in the November 2020 General Elections and thereafter, Districts 2 and 3, as shown in the "City of Antioch District Map," shall have four (4) year terms.

(E) Notwithstanding California Government Code section 34873, and to ensure the orderly transition away from the at-large election system for City Councilmember that exists at the time of this Ordinance's adoption, the two City Council positions open for election in the November 2018 General Election shall have two (2) year terms and because of this reduced term of office, no Councilmember elected in the November 2018 General Election shall have any right or claim under Government Code section 34873 to any term of office longer than two years.

Section 2. CEQA Findings.

This project is exempt from environmental analysis under the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that the proposed amendments will not have a significant effect on the environment.

Section 3. Severability.

In the event any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in force and effect.

Section 4. Effective Date and Publication.

This ordinance pertains to City elections and shall take effect immediately upon its adoption. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation or by publishing a summary of the proposed ordinance and posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted and within fifteen (15) days after its adopting, publishing a summary of the ordinance with the names of the Council members voting for and against the ordinance.


* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 10th day of April 2018, and passed and adopted at a regular meeting thereof, held on the 8th day of May 2018, by the following vote:

AYES: Council Members Wilson, Thorpe, Tiscareno, and Mayor Wright

NOES: Council Member Ogorchock

ABSENT: None



Sean Wright, Mayor of the City of Antioch

ATTEST:



Arne Simonsen, CMC, City Clerk of the City of Antioch

RESOLUTION NO. 2018/54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING THE CITY OF ANTIOCH DISTRICTS MAP**

WHEREAS Section 2-1.303 of the Antioch Municipal Code requires that the four members of the City Council are elected on a "by-district" basis; and

WHEREAS Paragraph (B) of Section 2-1.303 of the Antioch Municipal Code requires that the City Council adopt a map to reflect the districts by which the four City Councilmembers shall be elected; and

WHEREAS since January 2018, as part of the conversion from the former "at-large" system used to select Councilmembers to the new by-district system, the City Council has held a number of public meetings to solicit the input from the public regarding the boundaries for the new Councilmember districts; and

WHEREAS the City Council has retained the services of qualified demographer to ensure that the districts are drawn in accordance with all standards required by the United States Constitution, California Constitution, and all federal and state statutes.

NOW, THEREFORE, BE IT RESOLVED that after due consideration of the considerable public comment and testimony received, the City Council of the City of Antioch adopts the map attached as "Exhibit 1" to this Resolution as the City of Antioch District Maps required by Section 2-1.303 of the Antioch Municipal Code; and

BE IT FURTHER RESOLVED a copy of this District Map shall be maintained at all times in the Office of the City Clerk until the map is superseded or replaced by subsequent City Council 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 8th day of May 2018, by the following vote:

AYES: Council Members Wilson, Thorpe, and Tiscareno

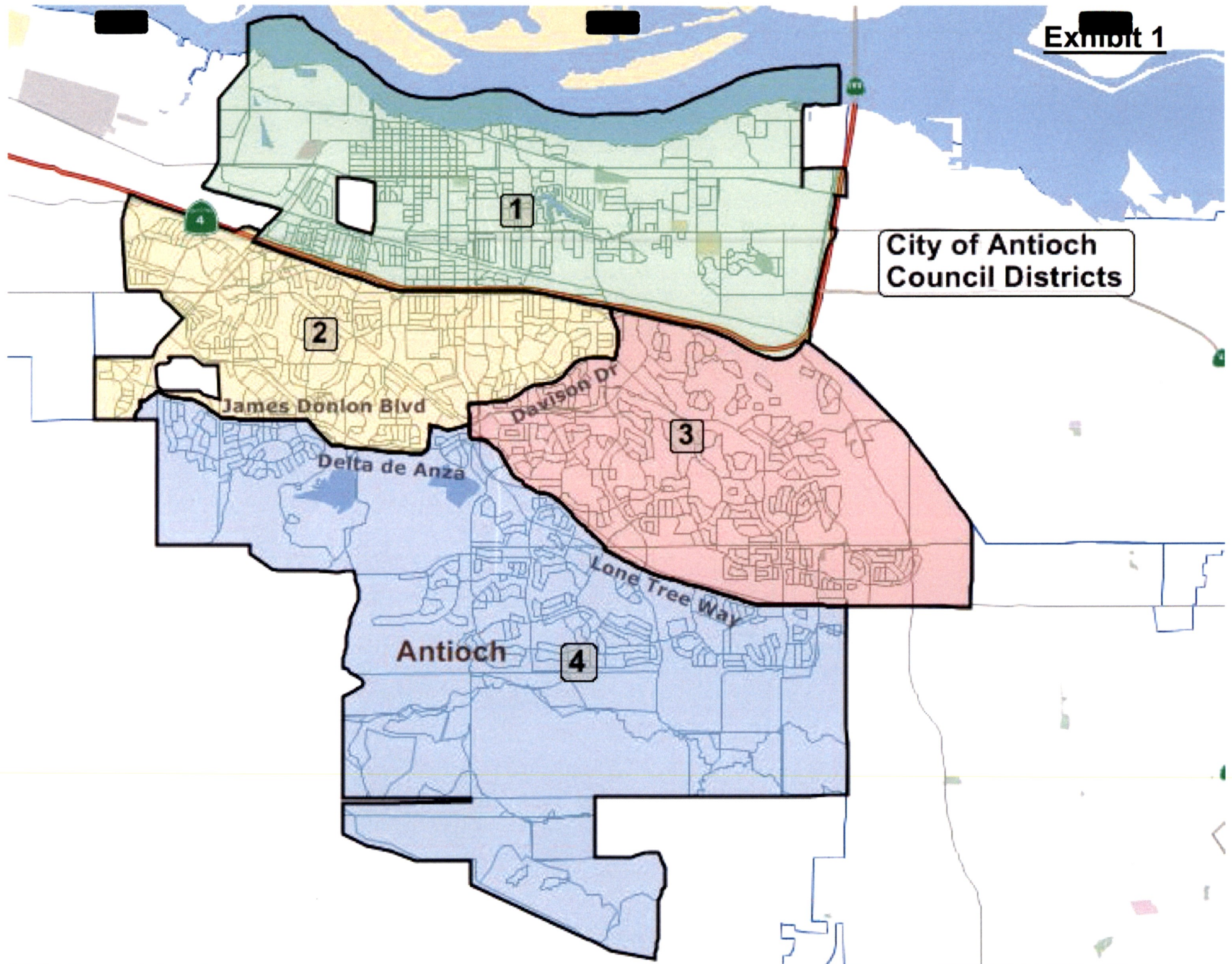
NOES: Council Member Ogorchock and Mayor Wright

ABSENT: None

ABSTENTIONS: None



ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2020

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Selection of Mayor Pro Tempore

RECOMMENDED ACTION

It is recommended that the City Council select the mayor pro tempore.

FISCAL IMPACT

There is no fiscal impact associated with this action.

DISCUSSION

Government Code § 36802 states that the mayor shall preside at the meetings of the City Council. If the mayor is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act. The mayor pro tempore has all of the powers and duties of the mayor.

Antioch Municipal Code § 2-1.403 states that the mayor pro tempore shall have all the duties and responsibilities specified in the California Government Code. Pursuant to Cal. Gov't Code § 36802, the mayor pro tempore serves in the absence of the mayor or if he is unable to act until the mayor returns or is able to act. During such time, the mayor pro tempore has all of the powers and duties of the mayor. However, pursuant to Cal. Gov't Code § 34902, in the case of a vacancy in the office of the mayor for any reason, the City Council shall fill the vacancy by appointment, or by calling an election as specified in that provision. (AMC § 2-1.403)

On June 23, 2020, the City Council adopted an ordinance amending Sections 1.401 and 1.402 of Title 2 of the Antioch Municipal Code revising the selection process and term of office for mayor pro tempore ("Ordinance"). The selection process under the ordinance reads as follows:

§ 2-1.401 SELECTION.

(A) At the first City Council meeting following each general municipal election, or at the first City Council meeting of December during every odd year commencing

in 2021, the City Council shall designate one of its members to be mayor pro tempore.

(B) The City Council shall select the mayor pro tempore as follows:

(1) The Council member who has not previously served as mayor pro tempore shall be selected. If more than one Council member has not previously served as mayor pro tempore, the City Council shall select the member who received the highest percentage of votes from his or her district in the most recent general municipal election at which the council member was elected. If the selected Council member declines, the City Council shall select the next Council member who has not previously served and has the next highest percentage of votes from his or her district.

(2) If all Council members have previously served as mayor pro tempore, or if the Council members eligible in accordance with subsection (B)(1) decline, the City Council shall select the Council member who received the highest percentage of votes in his or her district in the most recent general municipal election at which the Council member was elected. If the selected Council member declines, or if the Council member would serve two consecutive years if chosen, the City Council shall select the member with the next highest percentage of votes from his or her district in the most recent general municipal election at which the Council member was elected.

Attachment A to this staff report contains the November 30, 2020 City of Antioch City Council election results.

ATTACHMENTS

A. City Clerk's Certificate of the Election Results for the City of Antioch



**CITY CLERK'S CERTIFICATE AS TO THE RESULTS OF THE CANVASS OF THE
CITY OF ANTIOCH**

NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

State of California)
County of Contra Costa) ss.
City of Antioch)

I, ARNE SIMONSEN, MMC, City Clerk in and for the City of Antioch, Contra Costa County, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Antioch** in said city at the General Municipal Election held on November 3, 2020 for said city candidates and Measure T submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in the **City of Antioch** and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate and Measure T are full, true and correct.

WITHNESS my hand and official seal this 8th day of December, 2020.



ARNE SIMONSEN, MMC, City Clerk

**CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE
CITY OF ANTIOCH
NOVEMBER 3, 2020 GENERAL ELECTION**

State of California)
) ss.
County of Contra Costa)

I, DEBORAH COOPER, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **City of Antioch** in said county at the General Election held on November 3, 2020 for said city candidates and measure(s) submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate and measure are full, true and correct.

WITNESS my hand and official seal this 30th day of November, 2020.

DEBORAH COOPER, County Clerk



By: Rosa Mena
Rosa Mena, Deputy Clerk

CITY OF ANTIOCH, MAYOR (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		42,361	5,236	47,597 / 62,394	76.28%
Candidate	Party	Vote By Mail	In-Person	Total	
LAMAR A. THORPE		18,072	1,720	19,792	44.44%
SEAN WRIGHT		13,330	1,764	15,094	33.89%
JULIO JESSE MENDEZ		3,925	478	4,403	9.89%
GABRIEL VISAYA MAKINANO		3,192	537	3,729	8.37%
RAKESH KUMAR CHRISTIAN		1,278	243	1,521	3.41%
Total Votes		39,797	4,742	44,539	

CITY OF ANTIOCH, MEMBER CITY COUNCIL, DISTRICT 1 (Vote for 1)

Precincts Reported: 16 of 16 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		7,581	1,177	8,758 / 12,637	69.30%
Candidate	Party	Vote By Mail	In-Person	Total	
TAMISHA WALKER		2,526	355	2,881	36.21%
JOY MOTTS		2,388	281	2,669	33.54%
MANUEL LOUIS SOLIZ, JR.		2,045	362	2,407	30.25%
Total Votes		6,959	998	7,957	

CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 2 (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		10,005	1,298	11,303 / 14,921	75.75%
Candidate	Party	Vote By Mail	In-Person	Total	
MIKE BARBANICA		4,770	676	5,448	53.22%
TONY G TISCARENO		4,350	438	4,788	46.78%
Total Votes		9,120	1,116	10,236	

CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 3 (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		13,017	1,466	14,483 / 18,349	78.93%
Candidate	Party	Vote By Mail	In-Person	Total	
LORI OGORCHOCK		4,082	426	4,508	34.30%
NICHOLE GARDNER		3,601	331	3,932	29.92%
MARIE ARCE		2,361	260	2,621	19.94%
ANTWON R. WEBSTER, SR.		1,846	236	2,082	15.84%
Total Votes		11,890	1,253	13,143	

CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 4 (Vote for 1)

Precincts Reported: 20 of 20 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		11,758	1,295	13,053 / 16,487	79.17%
Candidate	Party	Vote By Mail	In-Person	Total	
MONICA E WILSON		6,000	492	6,492	55.17%
SANDRA GAIL WHITE		2,931	316	3,247	27.59%
ALEX JOHN ASTORGA		1,748	281	2,029	17.24%
Total Votes		10,679	1,089	11,768	

CITY OF ANTIOCH, CITY CLERK (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)

		Vote By Mail	In-Person	Total	
Times Cast		42,361	5,236	47,597 / 62,394	76.28%
Candidate	Party	Vote By Mail	In-Person	Total	
ELLIE HOUSEHOLDER		15,199	1,518	16,717	39.24%
ARNE SIMONSEN		14,881	1,733	16,614	38.99%
DWAYNE DONALD EUBANKS		8,073	1,202	9,275	21.77%
Total Votes		38,153	4,453	42,606	

CITY OF ANTIOCH, TREASURER (Vote for 1)

Precincts Reported: 74 of 74 (100.00%)


		Vote By Mail	In-Person	Total	
Times Cast		42,361	5,236	47,597 / 62,394	76.28%
Candidate	Party	Vote By Mail	In-Person	Total	
LAUREN POSADA		18,790	2,348	21,138	50.02%
JIM DAVIS		19,052	2,071	21,123	49.98%
Total Votes		37,842	4,419	42,261	

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ron Bernal, City Manager 

SUBJECT: City Council Appointments to Council Committees and Other Entities

RECOMMENDED ACTION

It is recommended that the City Council review and discuss City Council Committees and Appointments. Mayor Thorpe will be making new appointments for City Council approval by majority vote to be acted upon as follows:

- 1) Motion to approve all appointments for Mayor Thorpe,
- 2) Motion to approve all appointments for Council Member District 1 – Walker,
- 3) Motion to approve all appointments for Council Member District 2 – Barbanica,
- 4) Motion to approve all appointments for Council Member District 3 – Ogorchock;
and
- 5) Motion to approve all appointments for Council Member District 4 – Wilson.

FISCAL IMPACT

This recommended action has no direct fiscal impact. Providing staff support to Council Committees impacts staff workloads.

DISCUSSION

This item is for City Council discussion and direction.

ATTACHMENTS

- A. 2018 – 2020 Committee Assignments Roster

CITY OF ANTIOCH**Council Appointments****December 2018 to December 2020**

COMMITTEE	REPRESENTATIVES	COMMITTEE INFORMATION
ABAG (Association of Bay Area Govmt)	Mayor Wright Mayor Pro Tern Motts (Alt.)	General Assembly- once a year
Chamber of Commerce Liaison	Council Member Wilson	2nd Thursday of month, 8:00 A.M. Chamber Conference Room
Community Advisory Board- SF Bay Water Emergency Transit Authority	Council Member Motts	TBD
Community Facilities District 89-1 (Mello-Roos)	Council Member Ogorchock Council Member Wilson	<i>Dissolved</i>
Delta Diablo	Mayor Wright Council Member Thorpe (Alt.)	2nd Wednesday of month, 4:30 P.M., 2500 Pittsburg/Antioch Highway
East Bay Division (League of California Cities)	Council Member Ogorchock	3rd Thursday of month, 6:00 P.M. Rotates between Contra Costa and Alameda Counties
TRANSPLAN	Mayor Wright Council Member Wilson (Alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East Contra Costa Regional Fee and Financing Authority (ECCRFA)	Mayor Wright Council Member Wilson (Alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
State Route 4 By-Pass Authority	Mayor Wright Council Member Wilson (Alt.)	2nd Thursday of month, 6:30 P.M. Tri Delta Transit - 801 Wilbur Ave
East County Water Management Association	Council Member Thorpe	As needed, 2-3 times per year
Tri Delta Board of Directors Eastern Contra Costa Transit Authority	Council Member Wilson Council Member Thorpe	4th Wednesday of month, 4:00 P.M., Tri Delta Transit, 801 Wilbur Ave
Northeast Antioch Annexation	Council Member Ogorchock	As needed
Mayors' Conference	Mayor Wright Mayor Pro Tern Motts	1st Thursday of month, 6:30 P.M. Rotates between cities of Contra Costa County

CITY OF ANTIOCH

Council Committee Assignments

Community Development Block Grant (CDBG) Committee	Mayor Pro Tem Motts Council Member Ogorchock	Standing Committee- As needed Community Development Dept. to develop agenda and handle noticing
Lone Tree Golf Course Committee	Mayor Wright Mayor Pro Tern Motts	Standing Committee: As needed Parks and Recreation Dept. to develop agenda and handle noticing
City/School Committee	Mayor Pro Tem Motts Council Member Ogorchock	Standing Committee: As needed City Manager's Office to develop agenda and handle noticing
Cannabis Committee	Council Member Wilson Council Member Thorpe	Standing Committee: As needed City Attorney's Office to develop agenda and handle noticing
Waterfront Revitalization Committee	Mayor Pro Tem Motts Council Member Wilson	Standing Committee: As needed City Manager's Office to develop agenda and handle noticing