## ANTIOCH CALIFORNIA

## <u>ANNOTATED AGENDA</u>

## Antioch City Council SPECIAL AND REGULAR MEETING

Date: Tuesday, November 9, 2021

Time: 4:00 P.M. – Closed Session

5:30 P.M. – Special Meeting/Study Session

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 provide a written public comment, you may do so any of the following ways <u>by 3:00 p.m.</u> the day of the Council Meeting: (1) Fill out an online speaker card, located at <u>https://www.antiochca.gov/speaker\_card</u>, or (2) Email the City Clerk's Department at <u>cityclerk@ci.antioch.ca.us</u>.

To provide oral public comments during the meeting, click the following link to register in advance to access the meeting via Zoom Webinar: <u>https://www.antiochca.gov/speakers</u>. You may also provide an oral public comment by dialing **(925) 776-3057**. Please see inside cover for detailed Speaker Rules.

The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you must submit your comments in writing **by 3:00 p.m. the day of the City Council Meeting**.

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 Ellie 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/ **Project Plans**: https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf

#### 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 <u>https://www.antiochca.gov/live\_stream</u>, on Comcast Channel 24, or AT&T U-Verse Channel 99.

Members of the public wishing to provide <u>public comment</u> may do so one of the following ways (#2 pertains to the Zoom Webinar):

- 1. Fill out an online speaker card by 3:00 p.m. the day of the Council Meeting located at: <u>https://www.antiochca.gov/speaker\_card</u>.
- 2. Provide oral public comments during the meeting by clicking the following link to register in advance to access the meeting via Zoom Webinar: <u>https://www.antiochca.gov/speakers</u>
  - 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: <u>https://www.antiochca.gov/raise\_hand</u>. When calling into the meeting using the Zoom Webinar telephone number, press \*9 on your telephone keypad to "raise your hand". <u>Please ensure your Zoom client is updated so staff can enable your microphone when it is your turn to speak.</u>
- 3. Email comments to <u>cityclerk@ci.antioch.ca.us</u> <u>by 3:00 p.m. the day of the Council Meeting</u>. 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, Public Comment, or a specific Agenda Item number. No one may speak more than once on an agenda item or during "Public Comments". All emails received <u>by 3:00 p.m. the day of the Council Meeting</u> 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: <a href="mailto:publicworks@ci.antioch.ca.us">publicworks@ci.antioch.ca.us</a>.

#### 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: <a href="https://www.antiochca.gov/notifications/">https://www.antiochca.gov/notifications/</a> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <a href="https://www.antiochca.gov/government/agendas-and-minutes/city-council/">https://www.antiochca.gov/government/agendas-and-minutes/city-council/</a>. 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 <u>by 3:00 p.m. the day of the Council Meeting</u> at <u>https://www.antiochca.gov/speaker\_card</u>. 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 <u>not</u> on this Agenda, may be addressed during the "Public Comments" section.

#### 4:01 P.M. ROLL CALL – CLOSED SESSION – for Council Members – All Present

#### PUBLIC COMMENTS for Closed Session – None

#### **CLOSED SESSION:**

1) CONFERENCE WITH LABOR NEGOTIATORS – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), and Confidential Unit, Management Unit, and Treatment Plant Employees' Association.

#### No reportable action

2) PUBLIC EMPLOYEE APPOINTMENT – TITLE: INTERIM CITY MANAGER. This closed session is authorized pursuant to Government Code section 54957.

#### Direction given to Administrative Services Director

3) CONFERENCE WITH LABOR NEGOTIATORS – This Closed Session with the City's Labor Negotiator is authorized by California Government Code section 54957.6; City designated representative: Nickie Mastay, Administrative Services Director; Unrepresented Employee: Interim City Manager.

#### Direction given to Administrative Services Director

5:34 P.M. <u>ROLL CALL – SPECIAL MEETING/STUDY SESSION</u> – for Council Members – Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and Mayor Thorpe (Council Member District 1 Torres-Walker – Absent)

#### PLEDGE OF ALLEGIANCE

#### STUDY SESSION

**SM-1.** REDISTRICTING IN ANTIOCH: DRAFT REDISTRICTING MAPS

Recommended Action: It is recommended that the City Council:

- 1) Receive the redistricting presentation and public comment on the draft redistricting maps.
- 2) Provide feedback and direction to the demographer on drafting the redistricting maps.

#### **PUBLIC COMMENT**

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION Motioned to adjourn Special Meeting/Study Session at 6:08 p.m., 4/0/1 (Torres-Walker Absent)

7:01 P.M. ROLL CALL – REGULAR MEETING – for Council Members – Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock and Mayor Thorpe (Mayor Pro Tem–District 4 Wilson arrived at 7:05 p.m.)

#### PLEDGE OF ALLEGIANCE

#### 1. INTRODUCTION OF NEW CITY EMPLOYEES

#### 2. PROCLAMATION

• National Alzheimer's Disease Awareness Month, November 2021

#### Approved, 5/0

Received

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

#### 3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- CONTRA COSTA HEALTH SERVICES FREE COVID-19 VACCINE
- VETERAN'S DAY HONORING THE WAR HERO, Nov. 11, 2021

#### 4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- POLICE CRIME PREVENTION 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**

#### 5. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 28, 2021

Approved, 5/0

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

#### **B.** APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 12, 2021

Approved, 5/0

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

#### C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR OCTOBER 16, 2021

Approved, 5/0

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

**D.** APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 26, 2021

Continued, 5/0

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

#### **E.** APPROVAL OF COUNCIL WARRANTS

#### Approved, 5/0

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

**F.** PHOTOMETRIC STUDY FOR STREET LIGHTING (P.W. 700-3)

#### Reso No. 2021/171 adopted, 5/0

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

- 1) Approving a Consulting Services Agreement with Tanko Streetlighting, Inc., for the Photometric Study for Street Lighting Project in the amount of \$292,600; and
- 2) Authorizing the City Manager to execute the Agreement for the Photometric Study for Street Lighting Project with Tanko Streetlighting, Inc., for a total amount of \$292,600.
- **G.** LIBRARY MAINTENANCE AND SERVICE AGREEMENT BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH

#### Reso No. 2021/172 adopted, 5/0

Recommended Action: It is recommended that the City Council approve a resolution formally adopting the Library Maintenance and Service Agreement between Contra Costa County and the City of Antioch for the Antioch Public Library located at 501 W. 18th Street for the initial period of July 1, 2021 through June 30, 2022 in an amount not to exceed \$168,895 and authorizing the City Manager to sign the Agreement.

#### PUBLIC HEARING

6. NATURAL SUPPLEMENTS CANNABIS FACILITY (UP-20-01, AR-20-01)

#### Continued item to a future meeting, 5/0

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

- 1) Adopt the resolution approving the Natural Supplements Initial Study/Mitigated Negative Declaration (IS/MND) and adopting the Mitigation Monitoring and Reporting Program (MMRP); and
- 2) Adopt the resolution approving a Use Permit, and Design Review (UP-20-01, AR-20-01) for a cannabis operations facility, subject to conditions of approval.

7. PUBLIC NOTICE OF INTENT TO ADOPT THE EAST CONTRA COSTA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN (P.W. 704-3)

Reso No. 2021/173 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution adopting the East Contra Costa Subbasin Groundwater Sustainability Plan.

#### COUNCIL REGULAR AGENDA

8. APPOINTMENT OF INTERIM CITY MANAGER, APPROVAL OF EMPLOYMENT AGREEMENT, AND AUTHORIZATION OF THE MAYOR TO SIGN THE AGREEMENT Reso No. 2021/174 adopted with direction provided to staff and appointing Cornelius Johnson as Interim City Manager for a one-year contract, at compensation salary Step A, with the proposed start date contingent on successful passage of background check, and authorizing the mayor to sign the contract, 3/2 (Barbanica, Ogorchock)

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

- 1) Appointing Cornelius Johnson as Interim City Manager;
- 2) Approving the Interim City Manager Employment Agreement; and
- 3) Authorizing the Mayor to sign the Interim City Manager Employment Agreement.
- 9. PRESENTATION AND DISCUSSION ON PROPOSED UPDATES TO THE ANTIOCH MUNICIPAL CODE SECTION 6-3 FOR IMPLEMENTATION OF SENATE BILL (SB) 1383 *Received*

Recommended Action: It is recommended that the City Council receive an overview on the draft updates to the Antioch Municipal Code Section 6-3, discuss, and provide direction to staff.

#### **10.** ECONOMIC DEVELOPMENT FAÇADE IMPROVEMENT PROGRAM PILOT

#### Reso No. 2021/175 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving the 2021 Façade Improvement Program for an amount of \$60,000.

**11.** UPDATE ON THE PLANNING AND DESIGN OF POTENTIAL MUSEUM EXHIBITS AND RELATED PURSUITS

#### Received

Recommended Action: It is recommended that the City Council accept the staff update.

12. AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE AND DETERMINING WHETHER THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES WILL KEEP TELECONFERENCE ACCESS TO PUBLIC MEETINGS WHEN IN-PERSON ATTENDANCE AT PUBLIC MEETINGS RESUMES

#### Reso No. 2021/176 adopted with direction to staff to move forward with (a.) "Hybrid Meetings with Teleconference", 5/0

Recommended Action: It is recommended that the City Council:

- Provide direction to staff concerning whether the City Council wishes to provide "hybrid meetings" including in-person and teleconference public participation or in-person meetings without public participation via teleconference.
- 2) Adopt the resolution Authorizing Remote Teleconference/ Virtual Meetings of the Legislative Bodies of the City of Antioch incorporating the City Council's decision to conduct either:
  - a. Hybrid meetings with teleconference or
  - b. In-person meetings without public participation via teleconference (and specifying an end date).

#### PUBLIC COMMENT

#### STAFF COMMUNICATIONS

- **COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS –** Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager no longer than 6 months.
- MOTION TO ADJOURN After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting. Motioned to adjourn meeting at 9:21 p.m., 5/0

#### CITY OF ANTIOCH CALIFORNIA

#### STAFF REPORT TO THE CITY COUNCIL

DATE:	Regular Meeting of November 9, 2021
то:	Honorable Mayor and Members of the City Council
SUBMITTED BY:	Thomas Lloyd Smith, City Attorney TLS
SUBJECT:	Redistricting in Antioch: Draft Redistricting Maps

#### **RECOMMENDED ACTION**

It is recommended that the City Council:

- 1. Receive the redistricting presentation and public comment on the draft redistricting maps.
- 2. Provide feedback and direction to the demographer on drafting the redistricting maps.

#### FISCAL IMPACT

None.

#### DISCUSSION

The purpose of this presentation is to provide information to the public on redistricting and to solicit input from the public regarding the drafting of district maps. An interactive discussion will be led by our demographer, Jane Hood of Q2 Data & Research LLC, who will make a comprehensive, informative presentation to give the City Council and members of the public a full understanding of the redistricting process. The presentation will distinguish between districting and redistricting, provide an overview of the laws governing the redistricting process, explain criteria for redistricting, address redistricting timelines and public involvement.

Before adopting a final map of district boundaries, at least four hearings must be held for the public to provide input about the composition of City Council districts. These hearing requirements include at least: (1) one hearing before any maps are drawn, (2) two hearings after maps are drawn, and (3) one hearing or workshop to be held on a Saturday, Sunday, or after 6 p.m. on a weekday. The City Council redistricting public hearing dates include the following: Tuesday, October 12, 2021, Saturday, October 16, 2021, Tuesday, November 9, 2021, Tuesday, December 14, 2021, and Tuesday, January 11, 2021.

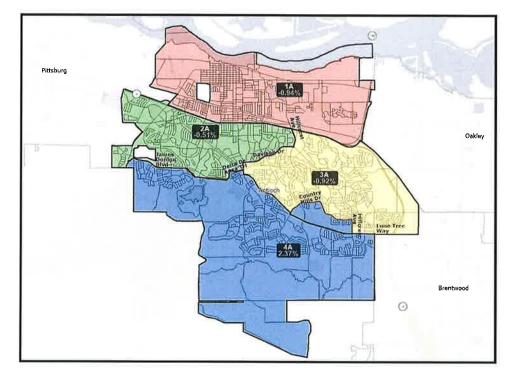
#### **ATTACHMENTS**

- A. Draft Redistricting Draft Map A
- B. Draft Redistricting Draft Map B
- C. Draft Map Demographics

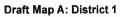


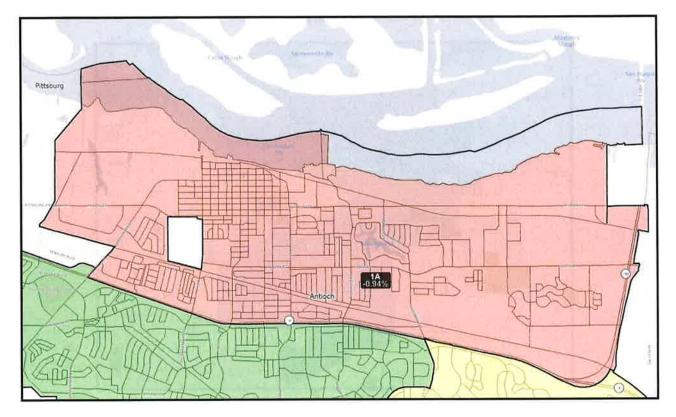
#### ATTACHMENT A



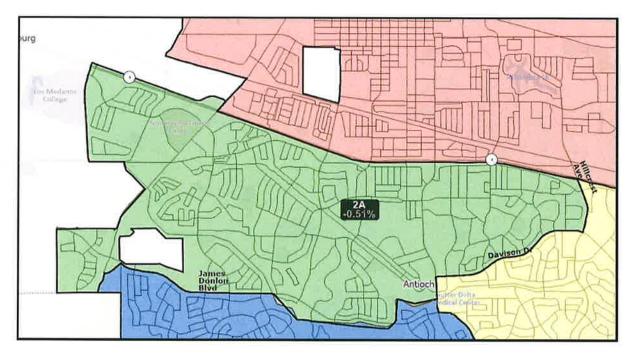


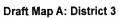
Current Antioch City Council boundaries are shown in **black** on this map. Proposed boundaries are shown in **brown** and filled in with color. Draft Map A only modifies the boundary between District 3 and 4.

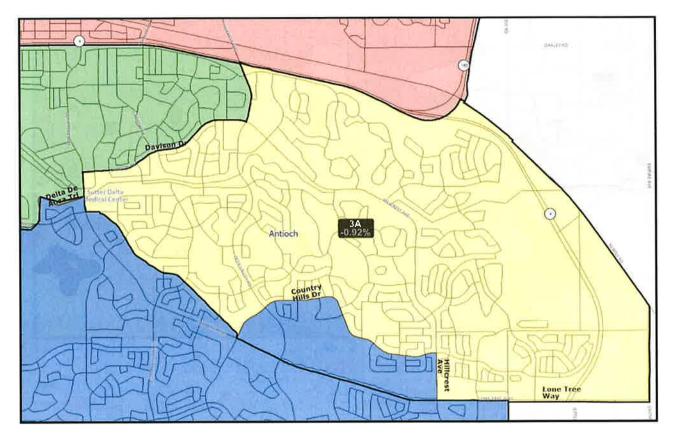


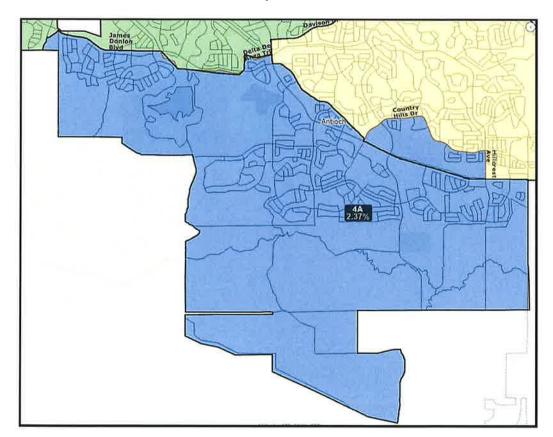








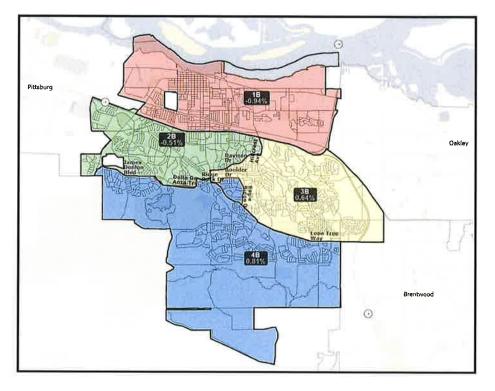




Draft Map A: District 4

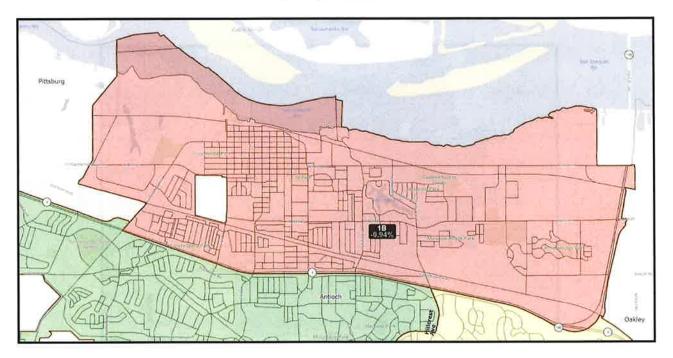
#### ATTACHMENT B

#### City of Antioch Redistricting: Draft Map B November 2, 2021

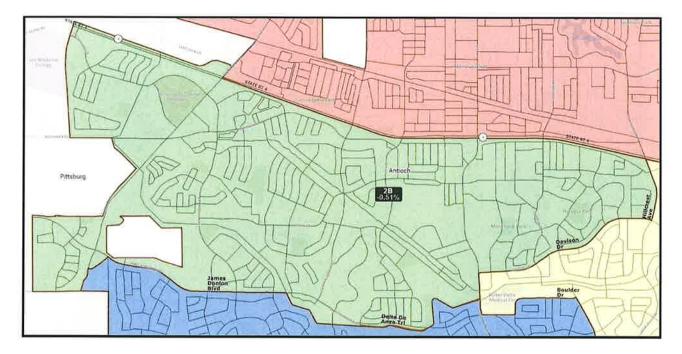


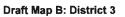
Current Antioch City Council boundaries are shown in **black** on this map. Proposed boundaries are shown in **brown** and filled in with color. Draft Map B only modifies the boundary between District 3 and 4.

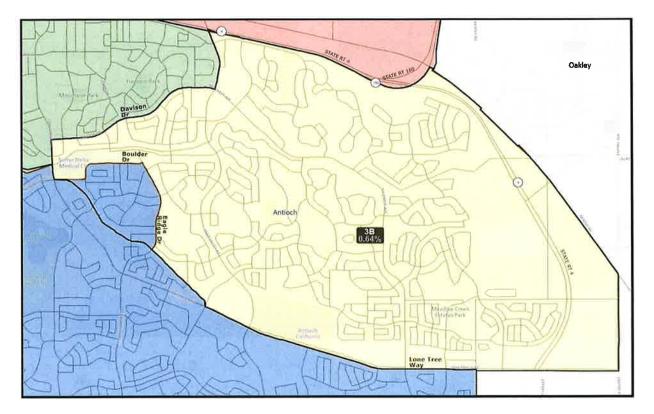
Draft Map B: District 1

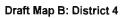


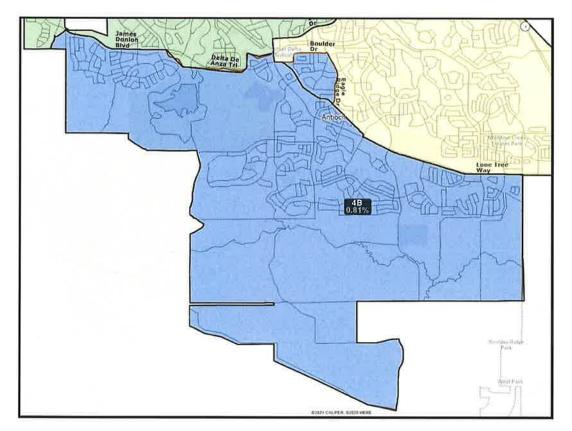
#### Draft Map B: District 2











#### ATTACHMENT C

#### City of Antioch Redistricting: Draft Map Demographics November 2, 2021

	Draft Map A								
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% NH White CVAP			
1A	28,622	-0.94%	26.42%	23.94%	5.96%	40.59%			
2A	28,749	-0.51%	26.53%	19.74%	7.96%	42.32%			
3A	28,628	-0.92%	24.16%	21.56%	17.91%	33.42%			
4A	29,581	2.37%	24.70%	26.37%	18.03%	26.46%			

Draft Map B								
District	Population	% Deviation	% Latino CVAP	% Black CVAP	% Asian CVAP	% NH White CVAP		
1B	28,622	-0.94%	26.42%	23.94%	5.96%	40.59%		
2B	28,749	-0.51%	26.53%	19.74%	7.96%	42.32%		
3B	29,080	0.64%	23.97%	20.15%	19.53%	33.65%		
4B	29,129	0.81%	24.88%	27.71%	16.48%	26.25%		

Racial and ethnic characteristics of the Citizens Voting Age Population (CVAP) are tabulated according to Department of Justice standards.

\*NH White CVAP = Non-Hispanic White Citizens Voting Age Population

## 

#### **INTRODUCTION OF NEW CITY EMPLOYEES**

**DATE:** Regular Meeting of November 9, 2021

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

SUBMITTED BY: Nickie Mastay, Administrative Services Director

> Public Works Director/City Engineer John Samuelson would like to introduce:

- Dietrich Blalock, Collection Systems Worker I
- Edrees Argand, Assistant Engineer
- Matthew Groover, Water Distribution Operator I
- Simon Kemp, Equipment Operator
- Triston Wara, Fleet Service Technician

Community Development Director Forrest Ebbs would like to introduce:

- Sani Kolokihakaufisi, Code Enforcement Officer
- Laurentino Padilla, Code Enforcement Officer
- > Parks & Recreation Director Brad Helfenberger would like to introduce:
  - Elita Hutchins, Recreation Programs Coordinator
  - Hilda Pacheco, Recreation Programs Coordinator
- Interim Police Chief Tony Morefield would like to introduce:
  - Catriona Cottle, Police Dispatcher
  - Jessie Naval, Police Dispatcher



#### NATIONAL ALZHEIMER'S DISEASE AWARENESS MONTH NOVEMBER 2021

WHEREAS, Alzheimer's is a form of dementia that attacks brain cells, diminishes a person's memory and becomes fatal over time;

WHEREAS, throughout the month of November we come together as a community to pledge our deepest support for residents living with Alzheimer's disease and their caregivers;

WHEREAS, we remember the family and friends we have lost to Alzheimer's disease and remain dedicated to supporting our health care providers, and their efforts in researching a cure;

WHEREAS, the Antioch Senior Center connects families to resources and provides friendship, services and programs for older adults fighting Alzheimer's; and

WHEREAS, community partners such as Bedford Center, Elderly Wish Foundation, Meals on Wheels, Antioch Senior Citizen's Club and Contra Costa County ensure that resources are available throughout the year to support quality of life efforts for all seniors.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim November 2021, as "National Alzheimer's Disease Awareness Month" and encourage all residents to learn more about Alzheimer's and to offer their support in order to improve the lives of patients, their caregivers, and their families.

NOVEMBER 9, 2021

LAMAR A. THORPE, Mayor



## FREE COVID-19 VACCINE

## **GET IMMUNIZED TO PROTECT YOURSELF FROM COVID!**

(Minors should be accompanied by a parent or guardian)

**ANTIOCH COMMUNITY CENTER – 4701 Lone Tree Way Antioch** 

Seven days per week: 11:00 A.M. – 6:30 P.M. Appointments for Testing Only

## NICK RODRIGUEZ COMMUNITY CENTER – 213 F St. Antioch

Tuesday – Saturday: 8:00 A.M. – 11:30 A.M. and 12:30 P.M. – 3:00 P.M. Walk-ins and Appointments (Vaccine Offered: One-dose and two-dose) CCHS vaccine screening and consent forms for minors

ANTIOCH HEALTH CENTER – 1335 Country Hills Dr. Antioch

Monday – Friday: 8:00 A.M. – 4:30 P.M. Walk-ins only (Vaccine Offered: Two-dose only) CCHS vaccine screening and consent forms for minors

#### Getting Tested at County and State Sites

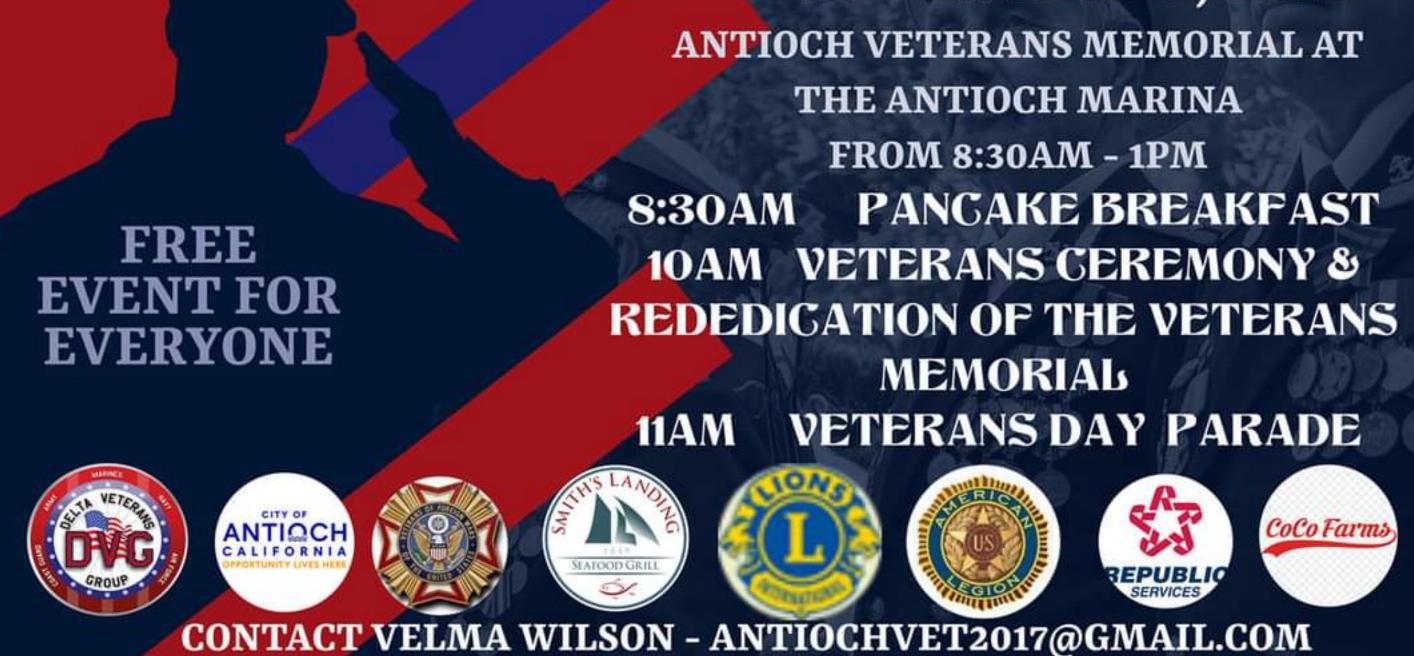
- <u>Scheduled Appointment Testing</u>: Call (833) 829-2626 to schedule an appointment at any County or State site or <u>schedule online</u>.
- <u>No Appointment Testing</u>: Walk-ins without appointment are accepted at these additional locations in Contra Costa County <u>county testing locations</u> (until 11:30 a.m.). People without an appointment may have long wait times.
- <u>Testing for Work and School</u>: If you need regularly testing for work or school, please make an appointment or get tested through your healthcare provider. <u>Click here for information</u> <u>about getting a free COVID-19 vaccine.</u>



For more information, go online and visit coronavirus.cchealth.org #3

# DELTA VETERANS GROUP ETERANS ETERANS DALLAS HONORING THE WAR HERO

THURSDAY NOVEMBER 11, 2021



#### CITY OF ANTIOCH CALIFORNIA OPPORTUNITY LIVES HERE

## 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 <a href="https://www.antiochca.gov/#">https://www.antiochca.gov/#</a>.

EXTENDED DEADLINE DATE: 11/12/2021

> POLICE CRIME PREVENTION COMMISSION

EXTENDED DEADLINE DATE: 11/24/2021

## > SALES TAX CITIZENS' OVERSIGHT COMMITTEE

Your interest and desire to serve our community is appreciated.



### POLICE CRIME PREVENTION COMMISSION

(Extended Deadline date: 11/12/21)

Three (3) Commissioners, 4-year term vacancies, expiring October 2025 One (1) Commissioner, partial-term vacancy, expiring October 2024

- The Police Crime Prevention Commission makes recommendations to the City Council relative to crime prevention and makes reports on programs, which might be initiated to help the Police Department and the citizens create a safer community.
- Commissioners are involved in public presentations, coordination of Neighborhood Watch groups and programs, and special community events.
- The commission consists of seven members who serve a 4-year term. Applicants cannot be a full-time police officer.
- The Police Crime Prevention Commission meets on the 3rd Monday of each month at 7:00 p.m. in the Police Department Community Room at 300 L Street.
- 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.

#### CITY OF ANTIOCH CALIFORNIA CALIFORNIA CALIFORNIA CALIFORNIA CALIFORNIA CALIFORNIA

**OPPORTUNITY LIVES HERE** 

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. <u>At least one member of the Committee shall have a financial, accounting or auditing</u> <u>background.</u> 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

Regular/Special Meeting 7:00 P.M. September 28, 2021 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 <u>www.antiochca.gov</u>). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

Written public comments were received <u>by 3:00 p.m. the day of the Council Meeting in the</u> <u>following ways</u>: (1) Filled out an online speaker card, located at <u>https://www.antiochca.gov/speaker\_card</u>, or (2) Emailed the City Clerk's Department at <u>cityclerk@ci.antioch.ca.us</u>. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <u>https://www.antiochca.gov/speakers or by</u> dialing (925) 776-3057.

#### 5:00 P.M. - CLOSED SESSION

- 1. **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION –** Initiation of litigation pursuant to California Government Code section 54956.9(c): One Case.
- 2. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to California Government Code section 54956.9(b): One Case.
- 3. CONFERENCE WITH LABOR NEGOTIATORS This Closed Session with the City's Labor Negotiators is authorized by California Government Code §54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), and Confidential Unit

#### 6:00 P.M. - SPECIAL MEETING/STUDY SESSION

Mayor Thorpe called the Special meeting to order at 6:21 P.M., and City Clerk Householder called the roll.

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

#### PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

Mayor Thorpe thanked the public for their patience and reported Council had just come out of Closed Session. He declared a recess at 6:22 P.M. The meeting reconvened at 6:27 P.M. with all Council members present.

#### STUDY SESSION

## SM-1. NON-CONGREGATE BRIDGE HOUSING OPPORTUNITIES FOR ANTIOCH'S UNHOUSED RESIDENTS

#### **PUBLIC COMMENT**

The following public comment was read into the record by City Clerk Householder.

Cynthia Cathey, Rocketship Delta Prep Parent Organizing Committee, requested Unhoused Resident Coordinator Ridley and City Manager Bernal attend a meeting with their parent leaders to hear questions and concerns regarding the proposed transitional housing option.

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

Leslie Gleason, Executive Director of Trinity Center, spoke in support of the program and discussed how their organization could assist in Non-Congregate Bridge Housing Program Services.

Assistant City Manager Bayon Moore introduced Unhoused Resident Coordinator Ridley and Kate Bristol and Jaclyn Grant representing Focus Strategies. Unhoused Resident Coordinator Ridley gave a PowerPoint presentation of the Non-Congregate Bridge Housing Opportunities for Antioch's Unhoused Residents. Assistant City Manager Bayon Moore presented the memorandum dated September 10, 2021, recommending the City Council provide feedback to staff.

Mayor Thorpe lost connection during the presentation and Mayor Pro Tem Wilson presided over the Study Session.

Councilmember Barbanica requested a cost comparison of the Motel 6 program matching the capacity of the Executive Inn program.

Mayor Thorpe returned to the meeting at 6:49 P.M.

In response to Councilmember Ogorchock, Assistant City Manager Bayon Moore explained that the RFP finalists for support services were not public information because procurement had not concluded. She reported the motel voucher program was currently valued at \$125.00 per night and the Motel 6 program was valued at \$52.00 per night.

In response to Mayor Pro Tem Wilson, Unhoused Resident Coordinator Ridley explained other non-congregate bridge housing resources would be attached to the service provider including housing navigation, case management and behavioral/mental health services.

Kate Bristol representing Focus Strategies added the service provider partner would be able to connect people from the program to existing programs within the community.

Councilmember Torres-Walker thanked Assistant City Manager Bayon Moore, Unhoused Resident Coordinator Ridley and Focus Strategies for the presentation. She expressed concern for the location of the bridge housing hotel noting criminal activity occurring in the area had not been fully addressed. She suggested additional support in the Cavallo Road area to make it safe for families.

Mayor Thorpe resumed presiding over the meeting and declared a recess at 6:57 P.M. The meeting reconvened at 7:01 P.M. with Councilmember Torres-Walker absent.

#### MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adjourned the Special meeting at 7:01 P.M. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Absent: Torres-Walker

#### 7:00 P.M. - REGULAR MEETING

Mayor Thorpe called the Special meeting to order at 7:02 P.M., and City Clerk Householder called the roll.

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

#### Council/Agency Member District 1 Torres-Walker (arrived at 7:23 P.M.)

#### PLEDGE OF ALLEGIANCE

Councilmember Ogorchock led the Pledge of Allegiance.

Mayor Thorpe requested Council motion to suspend the rules and move the PRESENTATION to be heard after the PROCLAMATION. Councilmember Ogorchock responded that she would make the motion following the Proclamation.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: #1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION, direction was given to the City Attorney, #2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED **LITIGATION**, direction was given to the City Attorney; and, **#3 CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action.

#### 1. **PROCLAMATION**

#### Proclamation Honoring Antioch Police Chief Tammany Brooks

On motion by Councilmember Ogorchock seconded by Councilmember Wilson the Council members present unanimously approved the Proclamation. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Absent: Torres-Walker

Supervisor Glover, Senator Glazer, Supervisor Burgis (by video message) and the City Council recognized Chief Brooks for his years of service and wished him the best in his future endeavors.

Chief Brooks thanked everyone for their comments and the City Council for the proclamation. He recognized everyone who had supported him and noted it had been an honor to serve. He stated he was leaving the Antioch Police Department in great hands with Tony Morefield as Interim Chief of Police and he was confident they would continue to provide the highest level of service to the community.

Mayor Thorpe thanked Supervisor Glover and Senator Glazer for making themselves available this evening.

Mark Jordan, Antioch resident, provided written comment thanking Chief Brooks for his service and wished him the best.

Lucas Stuart-Chilcote provided written comment in which he stated that he believed Chief Brooks should be investigated, held responsible and accountable for an incident involving the Antioch Police Department.

#### ON MOTION BY COUNCILMEMBER OGORCHOCK, SECONDED BY COUNCILMEMBER WILSON THE CITY COUNCIL MEMBERS PRESENT UNANIMOUSLY SUSPENDED THE RULES AND MOVED ITEM #4 PRESENTATION, TO BE HEARD AS THE NEXT ORDER OF BUSINESS. THE MOTION CARRIED THE FOLLOWING VOTE:

#### AYES; BARBANICA, OGORCHOCK, WILSON, THORPE ABSENT: TORRES-WALKER

#### 4. **PRESENTATION**

Youth Services Network Manager Tasha Johnson introduced Davis Okonkwo, Youth and Young Adult Ambassador (YYA) Program Agency Liaison, Zoe Lewis, YYA Ambassador from Deer Valley High School, Rosio Tellez Cerda, YYA Ambassador from Antioch High School, and Esmeralda Noyola, YYA Cohort Lead from Deer Valley High School, who gave a PowerPoint

presentation of the COVID-19 Youth and Young Ambassadors and Contra Costa Health Services.

Councilmember Torres-Walker arrived during the presentation at 7:23 P.M.

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

Patricia Granados spoke in support of the YYA Program.

Councilmember Ogorchock thanked everyone for the presentation and suggested seeking more local Ambassadors to join in their efforts.

Mayor Thorpe thanked Youth Services Network Manager Johnson and the YYA representatives for the presentation.

#### 2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following community events and noted additional information was available on the City's website:

- CONTRA COSTA HEALTH SERVICES FREE COVID-19 VACCINE
- FALL FEST & BARBEQUE COOK OFF, OCTOBER 2, 2021
- FREE KIDS FISHING DERBY, OCTOBER 9, 2021
- BICYCLE GARDEN FREE AND FUN BICYCLE EDUCATION (ONLINE)

Mayor Thorpe announced a ceremony to present a Key to the City to Antioch High School graduate and New York Jets Cornerback Isaiah Dunn would take place at 3:00 P.M. on October 14, 2021, at the Antioch High School Football Stadium. He thanked Antioch High School Principal Rocha for collaborating with the City on the event.

#### 3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

- > Parks and Recreation Commission: deadline date is October 1, 2021
- > Police Crime Prevention Commission: deadline date is October 15, 2021
- Board of Administrative Appeals: deadline date is October 15, 2021
- Planning Commission: deadline date is October 15, 2021

She reported applications were available at: <u>www.bit.ly/ApplyAntioch</u> or on the City's website.

#### PUBLIC COMMENTS

The following public comments were read into the record by City Clerk Householder.

Sal Sbranti provided written comment regarding an investigation of an incident that occurred between Councilmember Torres-Walker's children and the Antioch Police Department.

Ricardo Recall provided written comment discussing the cost of the independent investigation for an incident involving a Councilmember's children and the Antioch Police Department. He suggested several Councilmembers resign.

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

Patricia Granados advocated for resuming in-person meetings because someone had submitted a public comment under her name at an AUSD meeting to make a threat against an elected official. She questioned if a federal investigation would occur for incidents involving the Antioch Police Department. She felt recall efforts for Mayor Thorpe were racially motivated.

The following public comment was read into the record by City Clerk Householder.

Mark Jordan, Antioch resident, suggested the City hire a parliamentarian for City Council meetings.

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

Lauren Posada, speaking to Bridge Housing Opportunities, suggested Council consider partnering with the County to reserve beds at the former Motel 6 site and transferring City owned travel trailers to a non-profit. She opposed one time funding being utilized for a bridge housing model and noted once the City could determine a funding source to take on contracts, they could revisit this item.

#### COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Violence Prevention and Intervention Ad Hoc Committee meeting and the Cal Cities Conference.

Councilmember Barbanica reported on his attendance at the Bridge Housing Ad Hoc Committee meeting and Cal Cities meetings.

Councilmember Ogorchock reported on her attendance at the Cal Cities meeting and the Lone Tree Golf Course Committee meeting.

Councilmember Wilson reported on her attendance at the Lone Tree Golf Course Committee meeting and reminded the community that Tri Delta Transit was offering free rides through the month of September.

Mayor Thorpe reported he served with Councilmembers who had already reported out on the meetings he had attended. He announced he would be attending the Contra Costa Transportation Authority meeting on September 29, 2021.

#### MAYOR'S COMMENTS

Mayor Thorpe introduced Interim Chief of Police, Tony Morefield.

Interim Chief of Police Morefield discussed his personal and professional history. He stated he was very proud and honored to be serving the citizens of Antioch. He thanked Mayor Thorpe for the introduction and the City Council for their support of the Antioch Police Department. He stated he looked forward to working with everyone.

Mayor Thorpe wished Interim Chief Morefield good luck in his interim role.

- 5. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 10, 2021
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 24, 2021
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 14, 2021
- D. APPROVAL OF COUNCIL WARRANTS
- E. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- F. <u>RESOLUTION NO. 2021/159</u> APPROVAL OF PURCHASE OF A VACTOR TRUCK UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT WITH OWEN EQUIPMENT
- G. <u>RESOLUTION NO. 2021/160</u> CONSIDERATION OF QUALIFICATIONS FOR ON-CALL PRECAST CONCRETE SOUND WALL REPAIRS AND MAINTENANCE CONTRACT AWARD
- H. APPROVAL OF TREASURER'S REPORT FOR AUGUST 2021

On motion by Councilmember Ogorchock, seconded by Mayor Thorpe, the City Council unanimously approved the Council Consent Calendar.

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

#### 6. INTRODUCTION AND FIRST READING OF AN ORDINANCE GRANTING A FRANCHISE AGREEMENT EXTENSION TO CALIFORNIA RESOURCES PRODUCTION CORPORATION (CRC) TO TRANSPORT NATURAL GAS AND OTHER HYDROCARBON PRODUCTS WITHIN CERTAIN PUBLIC STREETS IN THE CITY OF ANTIOCH (Continued from 09/14/21)

Director of Public Works/City Engineer Samuelson presented the staff report dated September 28, 2021, recommending the City Council conduct a public hearing, introduce by title only, waive the first reading, and receive public comment on an ordinance granting CRC a franchise agreement extension to own and maintain a pipeline for transporting natural gas and other hydrocarbon products in and along portions of the City's streets.

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

Jonathan Hilton, Operations Manager for California Resources Corporation, explained their primary mandates were the wellbeing of the public and safeguarding of the environment. He confirmed that the line in question was regulated under the Department of Transportation. He provided an overview of the inspection and monitoring procedures adding that the line was operated at approximately 50% of maximum allowable operating pressure. He stated his team was available to take any questions this evening. He explained that this pipeline was a valuable part of the energy infrastructure and provided reliable and affordable energy for Antioch and the State of California.

Floy Andrews, Environmental Lawyer in Contra Costa County, spoke in opposition to an ordinance granting CRC a franchise agreement extension. She discussed potential risks to residents and the environment and suggested the City request CRC to relocate the pipeline outside city boundaries.

The following public comments were read into the record by City Clerk Householder.

Paul Lindeman, Sinziana Todor, Brentwood resident, Mike Moore, Oakley resident, Ian Cohen, Brentwood resident, K S, Brentwood resident and Pamala Arauz, Antioch resident, provided written comment in opposition to an ordinance granting CRC a franchise agreement extension. Several commenters discussed potential risks to public health and the environment.

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

Harry Thurston, Antioch resident, Diana Salazar, Brentwood resident representing Project Climate at Heritage High School, Alexi Lindeman, Antioch resident, Alison Chiu, East County resident, Rachel Kimball, Ian Cohen, Brentwood resident, Frank Sterling, Laura Lindeman, and Charles Davidson, Hercules resident, spoke in opposition to an ordinance granting CRC a franchise agreement extension. Several commenters discussed potential risks to public health and the environment.

The following public comments were read into the record by City Clerk Householder.

Pamala Arauz-Cespedes, Antioch resident, Ricardo Zurita-Maltez, Ricardo Zurita-Gonzalez Jr., Jenifer Cabrera, Andres Arauz and Lorna Alvarado Jr., Antioch residents, provided written comment in opposition to an ordinance granting CRC a franchise agreement extension and requested access to the current EIR of the CRC pipeline and franchise agreement extension.

Phichit and Linda Suppanich provided written comment in opposition to an ordinance granting CRC a franchise agreement extension.

In response to Councilmember Barbanica, Director of Public Works/City Engineer Samuelson stated if not approved, he did not believe there would be an impact to the City because there was no direct benefit; however, there may be legal implications that would need to be researched.

In response to Councilmember Barbanica, Mr. Hilton and Ester Brawley reviewed safety and inspection operations for the pipeline.

Adam Smith explained that if there was movement to take the pipeline offline there would need to be a replacement which would result in higher natural gas prices and more reliance on imports.

City Attorney Smith announced legal counsel who specialized in franchise agreements was available to answer any questions this evening.

Councilmember Wilson questioned why the proponent had not addressed this request when the item had previously come to the City Council. She noted Council identified their strategic plan goals which included a clean and sustainable community. She explained that due to safety concerns, she would be voting no on the extension of the agreement.

Mr. Hilton responded with the format of the Council agenda; this was the first opportunity they had been given to speak; however, they had been in dialog with staff on a continuous basis.

Councilmember Torres-Walker expressed concern regarding safety issues related to gas pipelines. She discussed the need to transition away from fossil fuels and noted for that reason she would be voting no to extend the franchise agreement.

Councilmember Ogorchock questioned why the liability coverage was only \$2,000,000 and noted that she felt that amount would be insufficient.

Adam Smith responded that the coverage was what was requested or required. He reiterated that pressures were more than 50% below the maximum allowable so examples of incidents occurring in other areas were not applicable.

Councilmember Barbanica commented that everyone in the community utilized natural gas and pipelines existed throughout the City.

In response to Councilmember Wilson, Mr. Hilton clarified that the pipelines go to the Chevron Refinery in Richmond.

Mayor Thorpe reminded the public that on August 24, 2021, the City Council heard a request from staff with the intention to set the public hearing for the first reading of the ordinance extending the term of the franchise agreement with CRC, which was a 3/2 vote, with himself and Councilmember Wilson voting no. He stated it was important to remember that voting should reflect Council's position.

Councilmember Torres-Walker stated she appreciated the public hearing this evening to be able to hear from the community and she believed she voted correctly on this item the first time.

A motion made by Councilmember Barbanica, seconded by Councilmember Ogorchock to introduce by title only, waive the first reading, and receive public comment on an ordinance granting CRC a franchise agreement extension to own and maintain a pipeline for transporting natural gas and other hydrocarbon products in and along portions of the City's streets, failed by the following vote:

Ayes: Barbanica, Ogorchock

Noes: Torres-Walker, Wilson, Thorpe

Mayor Thorpe declared a recess at 9:18 P.M. The meeting reconvened at 9:23 P.M. with all Councilmembers present.

7. PUBLIC HEARING TO REVIEW ACCOMPLISHMENTS FOR FISCAL YEAR 2020-21 CDBG AND HOUSING SUCCESSOR FUNDS, REPORTED IN THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER); AND REVIEW OF PRIORITY NEEDS AND STRATEGIES FOR THE 2022-23 CDBG ACTION PLAN AND 2022-23, 2023-24, AND 2024-25 THREE-YEAR GRANT CYCLE

CDBG/Housing Consultant House presented the staff report dated September 28, 2021, recommending the City Council receive and 1) consider public comment on the Fiscal Year 2020-21 CAPER year-end report, detailing achievements of programs funded with CDBG and Housing Successor funds for housing, homeless, and community services to improve the quality of life of lower income Antioch residents and neighborhoods. 2) It is recommended that the City Council receive and consider public comment on the Priority Needs and Strategies for the 2022-23 Action Plan and the 2022-25 3-year Grant Cycle.

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

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously 1) Received and considered public comment on the Fiscal Year 2020-21 CAPER year-end report, detailing achievements of programs funded with CDBG and Housing Successor funds for housing, homeless, and community services to improve the quality of life of lower income Antioch residents and neighborhoods. 2) Received and considered public comment on the Priority Needs and Strategies for the 2022-23 Action Plan and the 2022-25 3year Grant Cycle.

### COUNCIL REGULAR AGENDA

#### 8. ECONOMIC DEVELOPMENT COMMISSION (EDC) APPOINTMENT FOR THREE (3) FULL-TERM VACANCIES EXPIRING JUNE 2025

Mayor Thorpe reported he received a request from City Clerk Householder to postpone this item because the candidates were not notified that they should be in attendance this evening.

Councilmember Ogorchock suggested Council move forward with appointments.

City Clerk Householder announced Lemuel del Castillo, Tim McCall and D'Jon Paul Scott-Miller were the nominations brought forward for Council consideration this evening.

Mayor Thorpe reviewed Tim McCall, Lemuel del Castillo and D'Jon Paul Scott-Miller's applications. Director of Economic Development Reed stated he supported the nominations brought forward by Mayor Thorpe.

#### **RESOLUTION NO. 2021/161**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council appointed by resolution Lemuel del Castillo to fill one full-term vacancy to the Economic Development Commission expiring June 2025.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council appointed by resolution Tim McCall to fill one full-term vacancy to the Economic Development Commission expiring June 2025.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council appointed by resolution D'Jon Paul Scott-Miller to fill one full-term vacancy to the Economic Development Commission expiring June 2025.

#### 9. HOUSING AND HOMELESSNESS COMMISSION

City Manager Bernal presented the staff report dated September 28, 2021 the City Council discuss and provide direction to staff including, but not limited to, the following: 1) Whether the City Council seeks the creation of a commission focused on housing and/or homelessness issues; 2) The proposed name of the commission; 3) The number of members on the commission; 4) The proposed purpose and duties of the commission; and 5) Any other information that the City Council believes would be helpful to support of creation of the commission.

The following public comment was read into the record by City Clerk Householder.

Lucas Stuart-Chilcote provided written comment in support of the creation of the Housing and Homelessness Commission.

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

Frank Sterling spoke in support of the creation of the Housing and Homelessness Commission.

Councilmember Torres-Walker thanked Mayor Thorpe for bringing this item to the agenda. She expressed concern for people who were unable to pay their rents and suffered job loss. She reported that since the pandemic and under statutory moratoriums, Antioch had had some of the highest rates of evictions in the Bay Area and it was devastating that people were put out into the streets without knowing their rights to be housed. She noted the Housing and Homelessness Commission was important to address the long-standing issues for the unhoused, renters and homeowners. She expressed concern regarding the number of people who could end up on the streets due to the City's inaction.

Councilmember Wilson agreed with Councilmember Torres-Walker and requested the membership of the Commission include a representative from a community-based organization that worked with the unhoused in Antioch and an unhoused or formally unhoused resident.

Councilmembers Ogorchock and Barbanica expressed concern that the formation of another Commission would burden staff at a time when there were many projects being addressed. They requested this item be postponed until the Bridge Housing program was completed.

Mayor Thorpe stated his goal was to dissolve the Ad Hoc Committee as they built in the Commission. He explained that he saw the value of vetting policy and getting community feedback at the Commission level. He noted he supported the inclusion of community-based organizations and a previously unhoused resident.

Councilmember Torres-Walker reiterated that renters, homeowners, and unhoused residents had the most expertise on these matters. She questioned if the full time Unhoused Resident Coordinator could staff this Commission.

Council consensus directed staff to bring this item back to Council.

City Manager Bernal stated he would work with the Ad Hoc Committee to begin the process.

#### **PUBLIC COMMENTS**

The following public comment was read into the record by City Clerk Householder.

Gil Murillo, Regional Advisory Board of Rocketship Delta Prep, provided written comment expressing concern regarding the Bridge Housing proposal for the Executive Inn, due to its proximity to schools. He noted if children were harmed from residents at the location, the City may be subject to litigation.

City Clerk Householder stated she had two other public comments related to previous agenda items.

Mayor Thorpe responded that those comments would not be read this evening.

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

Frank Sterling stated he did not believe Chief Brooks should have been celebrated at an event that recognized his retirement from the Antioch Police Department. He reported he was tasered and an activist was arrested at that event.

Andrew Becker expressed concern regarding a previous comment made by City Treasurer Posada and encouraged the City of Antioch to invest in the community.

Cassandra Quinto-Collins and Robert Collins spoke in support of an independent investigation into the death of Angelo Quinto. Mr. Collins requested the City Council find leadership that would be able to reimagine policing in Antioch.

Patricia Granados spoke in support of the Police Oversight Committee and discussed individuals who had made threatening comments to activists.

#### STAFF COMMUNICATIONS - None

#### COUNCIL COMMUNICATIONS

Councilmember Torres-Walker honored the indigenous people of this land and her ancestors. She encouraged anyone who had filed a civilian complaint or requested an independent investigation follow up and ask for a fair process. She stated those who had not filed complaints because they feared retaliation or that the process would be unfair, advocate on behalf of themselves. She commented that her hope was that the leadership of the City was invested in transparency and accountability moving forward. She requested a Human Rights and Equity Commission be brought to the City Council agenda for discussion as well as a discussion on staffing for the City Clerk's office.

Councilmember Wilson requested staff agendize energy and water efficiency opportunities that may be available in Antioch.

Councilmember Barbanica stated he agreed with the importance of accountability and transparency. He requested the development of a policy to censure their own members including outcomes and removal from Commissions, be placed on a future agenda.

#### ADJOURNMENT

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

Respectfully submitted:

<u>Kítty Eíden</u> KITTY EIDEN, Minutes Clerk

#### **CITY COUNCIL MEETING**

Special/Regular Meeting 7:00 P.M.

October 12, 2021 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 <u>www.antiochca.gov</u>). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

Written public comments were received <u>by 3:00 p.m. the day of the Council Meeting in the</u> <u>following ways</u>: (1) Filled out an online speaker card, located at <u>https://www.antiochca.gov/speaker\_card</u>, or (2) Emailed the City Clerk's Department at <u>cityclerk@ci.antioch.ca.us</u>. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <u>https://www.antiochca.gov/speakers or by</u> dialing (925) 776-3057.

#### 5:30 P.M. – SPECIAL MEETING/STUDY SESSION

Mayor Thorpe called the meeting to order at 5:31 P.M., and City Clerk Householder called the roll.

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

#### PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

#### STUDY SESSION

#### SM-1. REDISTRICTING IN ANTIOCH: CRITERIA, DATA, AND THE PROCESS

City Manager Bernal introduced the Study Session Agenda Item SM-1.

City Clerk Householder and Sandra Valmana Lastres, (translated in Spanish) announced a Court Certified Interpreter was present and translation services were available.

City Attorney Smith introduced Karin Mac Donald representing Q2 Data & Research who presented a PowerPoint presentation and the staff report dated October 12, 2021, recommending the City Council receive the redistricting presentation and public comment, and confirm the dates, times, and locations (virtual or in-person) of subsequent 2021-2022 public hearings for redistricting:



- a. <u>Saturday, October 16, 2021 10:00 AM</u> (Virtual Meeting)
- b. <u>Tuesday, November 9, 2021</u> (Special meeting prior to City Council meeting)
- c. Optional Additional Meeting (e.g. Antioch Community Center)
- d. <u>Tuesday, January 11, 2022</u> (Regular City Council meeting. Introduction of Ordinance: First Reading)
- e. <u>Tuesday, January 25, 2022</u> (Regular City Council meeting. Second Reading: Adoption of Ordinance).

City Clerk Householder and Sandra Valmana Lastres, (translated in Spanish), reiterated that a Court Certified Interpreter was present and translation services were available.

#### PUBLIC COMMENT

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

Harry Thurston, Antioch resident, suggested the City Council adjust Districts 3 and 4 to reach a balanced population for those areas. He also suggested Council consider holding public hearings later than 5:30 P.M. so people traveling home from work would be able to attend.

City Attorney Smith reviewed the timeline for the required meetings.

Following discussion, the City Council confirmed the following public hearing schedule:

- a. <u>Saturday, October 16, 2021 at 10:00 A.M.</u> (Virtual Meeting)
- b. Tuesday, November 9, 2021 at 5:30 P.M. (Virtual Meeting)
- c. <u>Tuesday, January 11, 2022</u> (In-Person Regular City Council meeting at 7:00 P.M. Introduction of Ordinance: First Reading)
- d. <u>Tuesday, January 25, 2022</u> (In-Person Regular City Council meeting at 7:00 P.M. Second Reading: Adoption of Ordinance)

#### MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the Special meeting at 6:44 P.M.

#### 7:00 P.M. - REGULAR MEETING AND CLOSED SESSION

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

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

#### PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

City Attorney Smith reported the City Council had been in Closed Session on August 10, 2021 and September 14, 2021 and gave the following report: **REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 1 FROM THE AUGUST 10, 2021, REGULAR CITY COUNCIL MEETING:** Stout v. City of Antioch, et al., United States District Court for the Northern District of California, Case No. 4:20-cv-08370-YGR, City Council approved a settlement in the amount of \$120,000, by a 4-1 vote with Councilmember Torres-Walker voting no; and, **REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 1 FROM THE SEPTEMBER 14, 2021, REGULAR CITY COUNCIL MEETING:** Bryant v. City of Antioch, et al., United States District Court for the Northern District of California, Case No. 3:21-cv-00590-TSH, City Council approved a settlement in the amount of \$65,000, by a 5-0 vote.

#### 1. INTRODUCTION OF NEW CITY EMPLOYEES

Director of Public Works/City Engineer Samuelson introduced the following new employees and employee promotions: Nick Putman, Equipment Operator, Simon Kemp, Equipment Operator, Bruce Cooke Jr., Collection Systems Worker I, Miguel Santoyo, Collection Systems Worker I, Ivona Kagin, Laboratory Assistant II, Triston Wara, Fleet Services Technician and Jeremy Wismer, Equipment Mechanic I. The employees present thanked Director of Public Works/City Engineer Samuelson for the introduction.

Director of Community Development Ebbs introduced the following new employee and employee promotion: Michael Varela, Community Development Technician and Amy Johnson, Community Development Technician who thanked Director of Community Development Ebbs for the introduction.

City Manager Bernal announced the introductions of Michele Clary, Elita Hutchins and Hilda Pacheco would be postponed to a future meeting.

City Manager Bernal introduced Interim Chief of Police Morefield who thanked City Manager Bernal for the introduction.

Interim Police Chief Morefield thanked City Manager Bernal for the introduction and introduced the following new employee and employee promotions: Joshua Evans, Sergeant, Michael Souza Mellone, Sergeant, Loren Bledsoe, Corporal and Shawn Marques, Police Officer who thanked Interim Chief Morefield for the introduction.

Mayor Thorpe welcomed and congratulated the new and promotional employees.

### 2. **PROCLAMATIONS**

Proclamation Presenting Antioch High School Graduate and New York Jets Cornerback Isaiah Dunn with a Key to the City of Antioch, October 12, 2021 Honoring Unity Day in Antioch, October 20, 2021 Code Enforcement Officer Appreciation Week, October 10–16, 2021 Proclamation Recognizing October 24, 2021, as World Polio Day

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

Mayor Thorpe announced that a proclamation and Key to the City of Antioch would be presented to Antioch High School Graduate and New York Jets Cornerback Isaiah Dunn at an event to be held on October 14, 2021, at Antioch High School.

Michael Fenton, Black Diamond Middle School and Ariel Shackelford, Dozier-Libbey Medical High School thanked the City Council for the *Honoring Unity Day in Antioch* proclamation.

Code Enforcement Manager Michael, on behalf of the Code Enforcement Division, thanked the City Council for the Code Enforcement Officer Appreciation Week proclamation.

Milanka Schneiderman, representing the Antioch and Delta Rotary Clubs, thanked the City Council for the *Recognizing October 24, 2021, as World Polio Day* proclamation.

#### 3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Assistant City Manager Bayon Moore announced the following civic and community events:

- > CONTRA COSTA HEALTH SERVICES FREE COVID-19 VACCINE
- > BICYCLE GARDEN FREE AND FUN BICYCLE EDUCATION (ONLINE)
- ➢ 911 SURVEY

The following announcement was read into the record by City Clerk Householder.

Leticia McDonald, The Church of Jesus Christ of Latter-Day Saints, invited the community to attend their Halloween and Dia de los Muertos celebration from 6:00 P.M. – 8:00 P.M. on October 30, 2021, at 3015 Rio Grande Drive, Antioch.

Mayor Thorpe reminded the community that a Key to the City would be presented to *New York Jets Cornerback Isaiah Dunn* at 3:00 P.M. on October 14, 2021, at Antioch High School.

City Clerk Householder announced a virtual Redistricting Workshop would be held at 10:00 A.M. on October 16, 2021.

#### 4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

- > Police Crime Prevention Commission: deadline date October 15, 2021
- > Board of Administrative Appeals: deadline date October 15, 2021
- Planning Commission: deadline date October 15, 2021
- > Parks and Recreation Commission: deadline date October 29, 2021

Sales Tax Citizens' Oversight Committee: deadline date October 29, 2021

She reported applications were available on the City's website and youth ages 14-17 were eligible to apply.

#### PUBLIC COMMENTS

The following public comments were read into the record by City Clerk Householder.

Chala Bonner, Kacey Carterelliott, Richmond resident, Teki Flow, Teresa Buie, Antoine and Latrece Martin, Antioch residents, provided written comment in support of Councilmember Torres-Walker.

Charlamange, Antioch resident, discussed citizen's recall efforts and incidents involving the Antioch City Council and City Attorney.

#### COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Wilson reported on her attendance at a virtual Cannabis Control Conference with Councilmember Torres-Walker.

#### MAYOR'S COMMENTS - None

- 5. CONSENT CALENDAR
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 14, 2021
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 28, 2021
- C. APPROVAL OF COUNCIL WARRANTS
- D. <u>RESOLUTION NO. 2021/162</u> SIXTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH WOODARD & CURRAN FOR THE WEST ANTIOCH CREEK FLOOD CONVEYANCE MITIGATION AND RESTORATION PROJECT (P.W. 201-5A)
- E. <u>RESOLUTION NO. 2021/163</u> ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE INSTALLATION OF CURB RAMPS AT VARIOUS LOCATIONS (P.W. 409-7)
- F. <u>RESOLUTION NO. 2021/164</u> CONSIDERATION OF BIDS FOR COMPOSITE LOCKING MANHOLE FRAME AND COVERS IN RURAL AREAS BID NO. 968-0914-21C AND AWARDING OF MAINTENANCE SERVICE AGREEMENT
- G. <u>RESOLUTION NO. 2021/165</u> ABANDONED VEHICLE ABATEMENT FEE REAUTHORIZATION AND ELECTION

#### H. <u>RESOLUTION NO. 2021/166</u> AUTHORIZING THE ACKNOWLEDGEMENT AND CONSENT OF A MEMORANDUM OF UNDERSTANDING FOR ROADWAY AND UTILITY IMPROVEMENT REIMBURSEMENT BETWEEN KB HOME NORTH BAY, LLC., RICHLAND PLANNED COMMUNITIES, INC. WITH RICHLAND DEVELOPERS, INC., AND DAVIDON HOMES, LP.

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

#### PUBLIC HEARING

#### 6. INTRODUCTION OF AN ORDINANCE AMENDING §9-5.2507 OF THE ANTIOCH MUNICIPAL CODE REGARDING RULES OF PROCEDURE FOR THE TIMING OF RECOMMENDATIONS BY THE PLANNING COMMISSION

City Attorney Smith presented the staff report dated October 12, 2021, recommending the City Council introduce by title only and waive the first reading of an ordinance amending Antioch Municipal Code §9-5.2507 regarding rules of procedure for the timing of recommendations by the Planning Commission.

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

In response to Councilmember Ogorchock, City Attorney Smith explained that if an item needed to go back to staff for clarification from the point of introduction, then there would be two months from that point to get the additional information.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously introduced by title only and waive the first reading of an ordinance amending Antioch Municipal Code §9-5.2507 regarding rules of procedure for the timing of recommendations by the Planning Commission.

#### 7. PROPOSED AMENDMENT TO THE ANTIOCH MUNICIPAL CODE SECTIONS 9-5.203, 9-5.3801, 9-5.3845, AND THE DOWNTOWN SPECIFIC PLAN, RELATING TO CANNABIS BUSINESSES, BY ALLOWING CANNABIS BUSINESSES IN ADDITIONAL AREAS, MODIFYING THE DEFINITION OF SENSITIVE USES, AND SETTING DISTANCE REQUIREMENTS RELATING TO CANNABIS BUSINESSES

City Attorney Smith recognized Cannabis Standing Committee Members/Councilmembers Wilson and Torres-Walker for helping to identify areas to expand the green zone. He also recognized Outside Legal Counsel Ziegler, Director of Economic Development Reed and Director of Community Development Ebbs for their contributions to this item. Outside Legal Counsel Ziegler presented the staff report dated October 12, 2021 recommending the City Council introduce, waive the first reading, and read by title only: 1) The proposed ordinance (choosing Attachment A or B in the staff report) amending the Antioch Municipal Code §§9-5.203, 9-5.3801, and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses,

2) Subject to the following amendments (if City Council wishes to make any amendments). Director of Economic Development Reed gave a PowerPoint presentation of the maps for the cannabis overlay expansion areas.

Mayor Thorpe opened the public hearing.

The following public comment was read into the record by City Clerk Householder.

Hugh Henderson provided written comment discussing his proposal for a cannabis business in the Somersville corridor and in support of the proposed amendment to the Antioch Municipal Code.

Mayor Thorpe closed the public hearing.

A motion was made by Councilmember Wilson to introduce, waive the first reading, and read by title only the proposed ordinance (Attachment B in the staff report) amending the Antioch Municipal Code §§9-5.203, 9-5.3801, and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses.

Speaking to the motion, Mayor Thorpe clarified that Attachment B was the Planning Commission's recommendation.

City Attorney Smith recommended the previous motion include a definition for what constitutes a youth sport's facility. Outside Legal Counsel Ziegler provided the following definition for Council consideration: "A public or private facility that is primarily used to host sports activities for minors including but not limited to private youth membership organizations or clubs or social service teenage club facilities."

Councilmember Wilson amended her motion to include the definition of youth sport's facility, as discussed. Councilmember Torres-Walker seconded the motion.

In response to Councilmember Barbanica, Director of Economic Development Reed clarified that under the current motion no cannabis businesses would be allowed downtown.

Councilmember Barbanica expressed concern that the goal was to expand cannabis overlay zones and the motion would not accomplish that in the downtown area.

City Attorney Smith explained the Planning Commission had expanded types of sensitive uses and increased buffers which eliminated opportunities downtown.

Director of Economic Development Reed stated if Council approved the motion, it would bring no jobs to the downtown area and 45-50 potential jobs to the Somersville area if Mr. Henderson's proposal was subsequently approved.

Councilmember Barbanica reported the Antioch Police Department and businesses were supportive of the overlay expansion and for that reason he was also in support.

Mayor Thorpe expressed concern that the approval of Attachment B would defeat the purpose of the original intent of expanding the overlay zone. He commented that he believed the Planning Commission added buffers to drowned out any opportunities for cannabis businesses.

Councilmember Wilson apologized for misunderstanding the restrictions related to downtown. She withdrew the previous motion and Councilmember Torres-Walker withdrew her second.

A motion was made by Councilmember Wilson and seconded by Councilmember Torres-Walker to introduce, waive the first reading, and read by title only the proposed ordinance (Attachment A) amending the Antioch Municipal Code §§9-5.203, 9-5.3801, and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses.

Speaking to the motion and in response to Councilmember Barbanica, Director of Economic Development Reed explained that a 200-foot buffer downtown would allow for more cannabis operations and foot traffic. He noted there would still be a limit based on sensitive uses.

Mayor Thorpe added that the number of businesses that would be allowed in the area would depend on where the first cannabis business was located because that would set new parameters.

In response to Councilmember Barbanica, Captain Morefield explained that because of conditions of approval in place for the cannabis operations in Antioch, the effect had been negligible on the Antioch Police Department, and he had no concerns for additional businesses in the City.

Councilmember Barbanica discussed the abundance of vacant buildings in the Somersville corridor and felt expansion of the overlay districts would benefit the areas.

Outside Legal Counsel Ziegler added the key differences between Attachment A and B were increased buffers and additional sensitive uses, which were not included in Attachment A.

A substitute motion was made by Councilmember Barbanica and seconded by Councilmember Ogorchock to introduce, waive the first reading, and read by title only the proposed ordinance (Attachment A) amending the Antioch Municipal Code §§9-5.203, 9-5.3801, and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses adding religious institutions as a sensitive use.

Mayor Thorpe speaking to the substitute motion stated he did not support adding religious institutions as a sensitive use because it was contrary to the original intent. He stated he would support the motion prior to this one.

In response to Councilmember Ogorchock's request to make a substitute motion, City Attorney Smith explained that there could only be one substitute motion on the original motion. A vote was taken on the motion to introduce, waive the first reading, and read by title only the proposed ordinance (Attachment A) amending the Antioch Municipal Code §§9-5.203, 9-5.3801,

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and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses adding religious institutions as a sensitive use, failed by the following vote:

Ayes: Barbanica, Ogorchock

Noes: Torres-Walker, Wilson, Thorpe

A substitute motion was made by Councilmember Ogorchock, seconded by Councilmember Barbanica to introduce, waive the first reading, and read by title only the proposed ordinance (Attachment A) amending the Antioch Municipal Code §§9-5.203, 9-5.3801, and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses adding public libraries, drug treatment and youth sports facilities as sensitive uses.

Mayor Thorpe stated he did not support the substitute motion because it was contrary to the original intent.

A vote taken on the motion to introduce, waive the first reading, and read by title only the proposed ordinance (Attachment A) amending the Antioch Municipal Code §§9-5.203, 9-5.3801, and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses adding public libraries, drug treatment and youth sports facilities as sensitive uses failed by the following vote:

Ayes: Barbanica, Ogorchock

Noes: Torres-Walker, Wilson, Thorpe

Councilmember Ogorchock expressed concern that an original motion to approve Attachment B, was seconded and now it was not being supported.

A vote taken on the motion made prior to the substitute motions to introduce, waive the first reading, and read by title only the proposed ordinance (Attachment A) amending the Antioch Municipal Code §§9-5.203, 9-5.3801, and 9-5.3845 and the Downtown Specific Plan relating to cannabis businesses. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Barbanica, Ogorchock

Councilmember Wilson commented that everything was at the discretion of Council and could be taken on a case-by-case basis.

#### PUBLIC COMMENTS

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

Patricia Granados thanked those on the City Council who continue to act professional and discussed an individual who had made public comments under her name.

Cassandra Quinto Collins spoke in support of an independent investigation into the death of Angelo Quinto.

#### STAFF COMMUNICATIONS - None

#### COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Wilson requested tenant protections be agendized for discussion.

Councilmember Barbanica reported he had been contacted by the Economic Development Commission requesting Council formally provide them with direction on their August 10, 2021, presentation.

Councilmember Torres-Walker recognized Indigenous People Day and honored the Ohlone, Bay Miwok peoples and her ancestors. She thanked Councilmember Barbanica for checking on her and her family.

Mayor Thorpe announced Council would be holding a Work Session on the third Tuesday in November to discuss agenda items that had been previously requested.

City Attorney Smith announced Council would adjourn to Closed Session to hear the following item:

#### CLOSED SESSION:

 CONFERENCE WITH LABOR NEGOTIATORS – This Closed Session with the City's Labor Negotiators is authorized by California Government Code §54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations; Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), and Confidential Unit.

#### PUBLIC COMMENT - None

#### ADJOURNMENT TO CLOSED SESSION

On motion by Councilmember Barbanica seconded by Councilmember Ogorchock the City Council unanimously adjourned the meeting at 8:48 P.M.

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.

#### MOTION TO ADJOURN

On motion by Councilmember Ogorchock seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 11:00 P.M.

Respectfully submitted:

<u>Kítty Eíden</u> KITTY EIDEN, Minutes Clerk

#### CITY COUNCIL MEETING

Special Meeting 10:00 A.M.

October 16, 2021 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 <u>www.antiochca.gov</u>). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

Written public comments were received <u>by 8:00 a.m. the day of the Council Meeting in the</u> <u>following ways</u>: (1) Filled out an online speaker card, located at <u>https://www.antiochca.gov/speaker\_card</u>, or (2) Emailed the City Clerk's Department at <u>cityclerk@ci.antioch.ca.us</u>. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <u>https://www.antiochca.gov/speakers or by</u> dialing (925) 776-3057.

#### 10:00 A.M. - SPECIAL MEETING/WORKSHOP

Mayor Thorpe called the meeting to order at 10:00 A.M., and City Clerk Householder called the roll.

- Present: Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe
- Absent: Council Member District 1 Torres-Walker (arrived at 10:01 A.M.)

City Clerk Householder (speaking in English) and Sandra Valmana Lastres, Court Certified Interpreter (speaking in Spanish), announced translation services were available for the public today.

#### PLEDGE OF ALLEGIANCE

Councilmember Barbanica led the Pledge of Allegiance.

#### PUBLIC HEARING

#### 1. REDISTRICTING IN ANTIOCH: PUBLIC TRAINING AND PUBLIC INPUT WORKSHOP

City Attorney Smith introduced Karin Mac Donald representing Q2 Data & Research, LLC, who gave a PowerPoint presentation and presented the staff report dated October 16, 2021, recommending the City Council receive the redistricting presentation and public comment on the drafting of district maps.

Mayor Thorpe opened the public hearing.

City Clerk Householder announced that the public could drop off their redistricting comments in the water department drop off box at City Hall.

Mayor Thorpe announced he would be participating in the meeting today; however, he would be turning the meeting over to Mayor Pro Tem Wilson to preside over the discussion.

Jane Hood representing Q2 Data & Research, LLC, displayed the current districting map.

Karin Mac Donald commented that the City was within the plus/minus 5% for Districts 1-3; however, District 4 would need to shed population. She noted the City could redraw all district boundaries; however, if they wanted to take a minimalistic approach they could just look at the boundaries between Districts 3 and 4 to equalize those populations.

City Clerk Householder announced Councilmember Torres-Walker arrived at 10:06 A.M.

Karin Mac Donald explained that the redistricting process had just started, and it may take a while for the public to begin participating. She noted the mapping tool would be going live next week which should engage the community.

Councilmember Wilson commented that she believed the City should focus on making the adjustments to Districts 3 and 4.

Councilmember Barbanica supported the minimalistic approach and stated he looked forward to receiving feedback from the community.

Mayor Thorpe stated he also supported the minimalistic approach, so from his perspective they were looking at adjusting the line down Lone Tree Way to increase the population of District 3. He encouraged Councilmembers to hold community meetings related to redistricting.

City Clerk Householder reported on her efforts to engage the public and noted that she appreciated the suggestion that Councilmembers reach out to their Districts to engage the community.

Mayor Pro Tem Wilson announced there would be three additional meetings and opportunities online for the public to provide their input.

Councilmember Ogorchock expressed concern for the lack of public participation and suggested the City Council hold an additional in-person public hearing. She agreed with taking the minimalistic approach. She suggested sharing the redistricting link on the City's website, adding an extension for the phone number provided and placing a dot in the middle of Antioch and dividing it four ways to display the population numbers. She asked for an explanation as to why the City had to continue with District Based Elections.

City Attorney Smith explained that the City was legally mandated to districts to ensure adequate and equal representation of voters in the community.

In response to Councilmember Barbanica, City Attorney Smith stated he believed if a representative was moved out of their District because district lines changed, they would remain in their seat until the next election. He noted it would be more complicated if there was a gap due to staggered terms. He stated he would like to do additional research on this matter.

In response to Mayor Pro Tem Wilson, City Manager Bernal reported they had been following normal protocol for public noticing of this item and they intended to increase efforts.

Mayor Thorpe explained the first time the City addressed this issue it was for districting which was a new concept, and many in the community were engaged. He noted redistricting would not garner the same amount of participation since they were only making minor revisions to the district lines. He thanked staff for their outreach efforts.

Mayor Pro Tem Wilson closed the public hearing.

City Clerk Householder (speaking in English) and Sandra Valmana Lastres, Court Certified Interpreter (speaking in Spanish), announced the following:

- > The deadline to submit public comment was November 5, 2021
- Information and forms could be translated into any language, and they were available on the City's website
- > The next redistricting public hearing would be held on November 9, 2021

#### PUBLIC COMMENTS - None

#### ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 10:59 A.M.

Respectfully submitted:

<u>Kítty Eíden</u> KITTY EIDEN, Minutes Clerk

### STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 9, 2021

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Nickie Mastay, Administrative Services Director

SUBJECT: City Council Meeting Minutes of October 26, 2021

#### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of October 26, 2021.

FISCAL IMPACT None

DISCUSSION N/A

ATTACHMENT None.

> 5D 11-09-21

100	General Fund		
Non Depai	rtmental		
00395135	5 STAR POOL PLASTER INC	DEPOSIT REFUND	500.00
00395136	ADVANTAGE POOLS BAY AREA	DEPOSIT REFUND	500.00
00395137	AMERICAN BUILT POOLS INC	DEPOSIT REFUND	500.00
00395138	AQUA UNIQUE POOLS	DEPOSIT REFUND	500.00
00395139	BLUE CHAMPAGNE POOLS INC	DEPOSIT REFUND	3,000.00
00395140	CONTRERAS, JEREMY	DEPOSIT REFUND	500.00
00395141	DIABLO POOLS	DEPOSIT REFUND	500.00
00395142	DIAZ, ERIKA AND AURELLO	DEPOSIT REFUND	500.00
00395143	GONZALEZ, CARLOS AND CAROLINA	DEPOSIT REFUND	500.00
00395144	LAGUNA POOL AND SPA INC	DEPOSIT REFUND	500.00
00395145	TRADEMARK POOL AND SPA	DEPOSIT REFUND	1,500.00
00395146	ZAYO GROUP LLC	DEPOSIT REFUND	3,100.00
00396843	ANYTIME FITNESS	PAYROLL DEDUCTION	39.00
00396881	CONTRA COSTA COUNTY	PAYROLL DEDUCTION	631.62
00396882	CONTRA COSTA COUNTY	MAPPING SERVICE FEE	55,400.00
00396889	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTION	53.00
00396890	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTION	27.00
00396891	DIVISION OF STATE ARCHITECT	SB1186 REMITTANCE	957.20
00396903	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTION	576.99
00396909	LIFE INSURANCE OF NORTH AMERICA	PAYROLL DEDUCTION	3,948.83
00396911	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTION	1,977.62
00396912	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTION	1,415.75
00396918	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTION	3,696.00
00396924	PARS	PAYROLL DEDUCTION	4,505.37
00396927	PLANET FITNESS	PAYROLL DEDUCTION	21.99
00396929	EMPLOYEE	CHECK REPLACEMENT	468.67
00396931	STATE OF CALIFORNIA	PAYROLL DEDUCTION	200.00
00396956	AFLAC	INSURANCE PREMIUM	5,127.06
00396982	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,328.78
00397021	DELTA DENTAL	INSURANCE PREMIUM	41,655.42
00940894	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTION	880.00
00940895	APOA	PAYROLL DEDUCTION	21,449.99
00940896	APWEA	PAYROLL DEDUCTION	4,363.33
00940899	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTION	39,386.50
00940900	VANTAGEPOINT TRANSFER	PAYROLL DEDUCTION	9,007.44
00940901	NATIONWIDE RETIREMENT SOLUTION		28,569.34
City Coun			20,000.04
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	600.00
	AMERICAN TROPHIES	KEY TO THE CITY PLAQUE	90.00
00397104	VERIZON WIRELESS	CELL PHONES	98.30
00397104	WATER EDU FOR LATINO LEADERS	TRAINING	1,250.00
City Attorn			1,200.00
00396976	ATKINSON ANDELSON LOYA RUUD	LEGAL SERVICES RENDERED	2,528.29
00397001	CALIF, STATE OF	USE TAX REMITTANCE	4.55
00007001			т.00

00397040	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	42,182.00
00397051	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	7,437.00
00397061	LOZANO SMITH LLP	LEGAL SERVICES RENDERED	1,812.00
00397064	MCNAMARA DODGE NEY BEATTY	LEGAL SERVICES RENDERED	1,848.00
00397093	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	1,969.06
00397104	VERIZON WIRELESS	CELL PHONES	51.65
City Manag			01.00
	FEDEX	SHIPPING	111.44
	ALHAMBRA	WATER SERVICE	34.00
00396963		PLANT SERVICE	312.37
	ANTIOCH EXECUTIVE INN	-	
		UNHOUSED SERVICES	1,500.00
00397029		CONSULTING SERVICES	4,562.50
00397056	LAUNDERLAND	UNHOUSED SERVICES	128.00
00397076	PHOTOGRAPHY BY TISH	PHOTOGRAPHY SERVICES	375.00
	VERIZON WIRELESS	CELL PHONES	79.66
00940910	INFOSEND INC	WATER BILL INSERT	2,392.34
City Clerk			
00396964	AMERICAN LEGAL PUBLISHING	PROFESSIONAL SERVICES	1,890.75
00397001	CALIF, STATE OF	USE TAX REMITTANCE	38.28
00397070	NETFILE	CAMPAIGN FILING SERVICES	10,000.00
00397097	TOTAL RECALL CAPTIONING	CLOSED CAPTIONING	1,681.87
City Treas			.,
00397059	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	225.71
Human Re			220.11
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	832.12
	CPS HUMAN RESOURCE SERVICES	PROFESSIONAL SERVICES	199.00
		PROFESSIONAL SERVICES	5,637.32
00396946		SHIPPING	28.07
	CALIF, STATE OF	USE TAX REMITTANCE	5.94
	Development		
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	150.13
00396943	CONWAY DATA INC	MARKETING SERVICES	7,000.00
00397104	VERIZON WIRELESS	CELL PHONES	51.65
00940908	EVVIVA BRANDS LLC	MARKETING SERVICES	24,900.00
Finance A	dministration		
00396842	AMAZON CAPITAL SERVICES INC	SUPPLIES	14.26
Finance A	ccounting		
	CALIF MUNICIPAL STATISTICS INC	DEBT STATEMENT	425.00
Finance O			
	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00
00396887	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00396888	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00396952		WEEKLY PRINTER SERVICE FEE	6.00
	UNITED PARCEL SERVICE		
00397001	CALIF, STATE OF	USE TAX REMITTANCE	12.55
Non Depai			44.04
00396851		VARIOUS BUSINESS EXPENSES	44.64
00396905	KABAT, SAMUEL	OVERPAYMENT REFUND	212.50

	PACIFIC CREDIT SERVICES	COLLECTIONS FEE	82.50
	THORNTON, PAUL	PENALTY REFUND	150.00
	THORNTON, PAUL	PENALTY REFUND	111.00
00397066	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	28,432.11
	rks Administration		
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	67.72
00397104	VERIZON WIRELESS	DATA SERVICES	38.01
	rks Street Maintenance		
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	225.00
00396857	BAY AREA BARRICADE	SUPPLIES	2,098.92
00396895	FASTENAL CO	SUPPLIES	273.40
00396914	NEXTEL SPRINT	CELL PHONES	40.84
00396948	HOME DEPOT, THE	SUPPLIES	69.56
00396962	ALTA FENCE	FENCE REPLACEMENT	3,846.00
00396966	ANTIOCH ACE HARDWARE	SUPPLIES	59.00
00396968	ANTIOCH AUTO PARTS	SUPPLIES	57.06
00396969	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	29,751.02
00396982	BLUE SHIELD LIFE	INSURANCE PREMIUM	11.69
00396986	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	6,147.50
00397001	CALIF, STATE OF	USE TAX REMITTANCE	251.49
00397022	DELTA GRINDING CO INC	ASPHALT GRINDER RENTAL	7,500.00
00397030	FURBER SAW INC	SUPPLIES	34.72
00397049		EQUIPMENT	10,398.76
	SHERWIN WILLIAMS CO	SUPPLIES	18.62
	VERIZON WIRELESS	DATA SERVICES	76.02
	rks-Signal/Street Lights		
	AT AND T MCI	PHONE	115.95
00396921		ELECTRIC	75.41
00396922	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	74.65
	AT AND T MOBILITY	CONNECTION SERVICES	46.23
00397001		USE TAX REMITTANCE	16.11
00940909	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	101.30
	rks-Facilities Maintenance		101.00
	AT AND T MCI	PHONE	67.88
00396850		VARIOUS BUSINESS EXPENSES	980.82
00396895	FASTENAL CO	SUPPLIES	65.83
00396921	PACIFIC GAS AND ELECTRIC CO	GAS	485.46
	PACIFIC GAS AND ELECTRIC CO	GAS	890.60
00396922	ANTIOCH GLASS	WINDOW REPLACEMENT	1,326.80
	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	2,076.25
00397001	CALIF, STATE OF		2,070.23
00397001	HONEYWELL INTERNATIONAL INC	USE TAX REMITTANCE HVAC SERVICES	29.52 29,210.12
00397042			29,210.12
	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	
00397104	VERIZON WIRELESS	DATA SERVICES	38.01
	rks-Parks Maint	RHONE	11E OF
00396848		PHONE	115.95
00396858	BIG B LUMBER	LUMBER	1,570.10

00397001	CALIF, STATE OF	USE TAX REMITTANCE	440.46
00397091	STEWARTS TREE SERVICE INC	STUMP REMOVAL	350.00
00397109	WATERSAVERS IRRIGATION	IRRIGATION PARTS	390.22
Public Wor	ks-Median/General Land		
	AT AND T MCI	PHONE	307.51
	AT AND T MCI	CONNECTION SERVICES	100.94
00396928	ROBERTS AND BRUNE CO	SUPPLIES	31.06
		-	
00397001	CALIF, STATE OF	USE TAX REMITTANCE	74.64
00397020	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	1,334.50
00397091	STEWARTS TREE SERVICE INC	TREE SERVICES	12,037.50
00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,881.36
00397109	WATERSAVERS IRRIGATION	IRRIGATION PARTS	2,771.27
PW-Work A	Iternative-Strt Maint		
00396914	NEXTEL SPRINT	CELL PHONES	31.86
Police Adm			
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,895.24
00396853	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,865.24
00396859	BORG, THOMAS	MEAL ALLOWANCE	46.00
00396860	BROGDON, CASEY AMON	TRAINING PER DIEM	296.00
00396875	CA PEACE OFFICERS ASSOC	TRAINING - C MARLOW	250.00
00396876	CA PEACE OFFICERS ASSOC	TRAINING - D NIEVES	250.00
00396877	CA PEACE OFFICERS ASSOC	TRAINING - V FLORES	250.00
00396878	CLONINGER, NAHLEEN R	MEAL REIMBURSEMENT	64.15
00396885	CRUMP INVESTIGATIONS	PREEMPLOYMENT SERVICES	3,615.06
00396886	DANSIE, LYNNETTE RAE	TRAINING PER DIEM	296.00
00396892	EAN SERVICES LLC	RENTAL CAR - J EVANS	429.35
00396893	EGAN, JOSHUA	MEAL ALLOWANCE	46.00
00396894	EVANS, JOSHUA FIELD	TRAINING PER DIEM	316.00
00396896		TRAINING - R GRAGG	910.00
00396898	GRAGG, RANDALL ANDREW	TRAINING PER DIEM	345.00
00396899	GREEN, ROBERT A	TRAINING PER DIEM	296.00
		_	
00396904	INABNETT, KELLY	TRAINING PER DIEM	222.00
00396906	KIM TURNER LLC	TRAINING - M CHAVARRIA	125.00
00396907	KIM TURNER LLC	TRAINING - N CLONINGER	149.00
00396910	MCDONALD, RYAN J	TRAINING PER DIEM	316.00
00396913	MURPHY, QUAMAINE DELVON	TRAINING PER DIEM	207.00
00396915	NILSEN, ERIK ROBERT	TRAINING PER DIEM	296.00
00396925	PEDREIRA, NICCO	TRAINING PER DIEM	207.00
00396926	PETERSON, SAMANTHA GENOVEVA	TRAINING PER DIEM	296.00
00396933	TEXAS STATE UNIVERSITY - ALLERRT	TRAINING FEES	1,000.00
00396934	THIRD DEGREE COMMUNICATIONS	TRAINING - N PEDREIRA	525.00
00396937	TRANSUNION RISK ALTERNATIVE DATA		98.30
00396945	EIDEN, KITTY J	MINUTES CLERK	120.00
		SHIPPING	
00396946	FEDEX		617.78
00396954	ADAMS, JONATHAN B	TRAINING PER DIEM	345.00
00396960	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	505.46
00396980	BEHAVIORAL ANALYSIS TRAINING INC	TRAINING - K TJAHJADI	575.00

00397001		USE TAX REMITTANCE	139.43
00397002	CALIFORNIA PEACE OFFICERS ASSOC	TRAINING - M MELLONE	250.00
00397010	COLE, SHANE RYAN	TRAINING PER DIEM	74.00
00397017	CRITES, BRITTNEY D	TRAINING PER DIEM	222.00
00397023	DOWNIE, JONATHAN ROBERT	TRAINING PER DIEM	74.00
00397034	GALLS LLC	EQUIPMENT	946.34
00397037	GONZALEZ, ADRIAN E	TRAINING PER DIEM	74.00
00397043	HYATT REGENCY	LODGING - S PETERSON	974.22
	HYATT REGENCY		974.22
00397044		LODGING - GREEN	
00397045	HYATT REGENCY	LODGING - C BROGDON	974.22
00397046	HYATT REGENCY	LODGING - E NILSEN	974.22
00397047	INABNETT, KELLY	TRAINING PER DIEM	222.00
00397048	INTEGRATED TACTICAL CONCEPTS LLC		1,100.00
00397055	KOCH, MATTHEW T	TRAINING PER DIEM	345.00
00397060	LOS ANGELES COUNTY	TRAINING FEES	405.00
00397063	MCDONALD, RYAN J	TRAINING PER DIEM	345.00
00397067	MURPHY, QUAMAINE DELVON	TRAINING PER DIEM	345.00
00397069	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	446.27
00397071	NILSEN, ERIK ROBERT	TRAINING PER DIEM	222.00
00397073	OFFICE DEPOT INC	OFFICE SUPPLIES	24.09
00397078	POLICE TECHNICAL	TRAINING - D SAFFOLD	375.00
00397081	ROSE, BRIAN C	TRAINING PER DIEM	192.00
00397083	SAFESTORE INC	OFF-SITE EVIDENCE STORAGE	2,885.35
00397085	SDRTC	TRAINING - B CRITES	324.00
00397086	SDRTC	TRAINING - K INABNETT	324.00
	TORRES, MARCOS ANGEL	TRAINING PER DIEM	345.00
	TRAINING AND CONSULTING TEAM	TRAINING - S MCELROY	450.00
	VERIZON WIRELESS	WIRELESS SERVICE	3,008.93
	nmunity Policing		
	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	685.00
	CALIF, STATE OF	USE TAX REMITTANCE	243.77
	fic Division		
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,648.02
Police Inve			
00396853	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	100.00
00396908	LENDERMAN, THOMAS E	MEAL REIMBURSEMENT	34.50
Police Spe	cial Operations Unit		
00397025	EAN SERVICES LLC	VEHICLE RENTALS	4,203.04
Police Con	nmunications		
	AT AND T	PHONE	177.91
00396848	AT AND T MCI	PHONE	190.47
00396880	COMCAST	CONNECTION SERVICES	127.91
00396897	GLOBALSTAR USA	SATELITE PHONE	225.03
00396923	PACIFIC TELEMANAGEMENT SERVICES		78.00
00396955	AEROTEK INC	DATA 911 MAINTENANCE	810.00
00396982	BLUE SHIELD LIFE	INSURANCE PREMIUM	41.27
00396985	BY YOUR SITE CONSULTING	DATA 911 MAINTENANCE	3,630.00

	DELTA DENTAL		172.84
	AMERICAN TOWER CORPORATION	TOWER FEES	253.96
	Emergency Management		
	AT AND T MCI	PHONE	176.26
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	117.98
00396941	AT AND T MCI	PHONE	173.79
Police Fac	ilities Maintenance		
00396848	AT AND T MCI	PHONE	206.57
00397001	CALIF, STATE OF	USE TAX REMITTANCE	7.86
00940897	CLUB CARE INC	GYM MAINTENANCE	256.65
Youth Net	work Services		
00396854	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,787.12
00397005	CERDA, ROSIO TELLEZ	YOUTH AMBASSADOR PROGRAM	210.00
00397032	GALIWANGO, HEATH NSUBUGA	YOUTH AMBASSADOR PROGRAM	195.00
00397036	GOFF-TUTSON, KYLA MARIA	YOUTH AMBASSADOR PROGRAM	135.00
00397038		YOUTH AMBASSADOR PROGRAM	210.00
00397057		YOUTH AMBASSADOR PROGRAM	225.00
00397072	NOYOLA, ESMERALDA	YOUTH AMBASSADOR PROGRAM	300.00
00397104		CELL PHONES	51.65
	VILLEGAS, MAKAIA	YOUTH AMBASSADOR PROGRAM	195.00
	VOCAL, BRIANNA MAE SISON	YOUTH AMBASSADOR PROGRAM	210.00
	y Development Land Planning Services		210.00
00396946		SHIPPING	45.24
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.00
	G AND C AUTO BODY, LLC	USE PERMIT FEE REFUND	2,142.75
	PLACEWORKS INC	CONSULTING SERVICES	2,651.25
00397102	URBAN PLANNING PARTNERS	CONSULTING SERVICES	11,383.79
	Enforcement	CONSOLTING SERVICES	11,000.79
	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00
	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
		FINGERPRINTING FEES	20.00
00396888			
00396914			1,036.68
00396946		SHIPPING	73.23
00396987	CACEO	MEMBERSHIP DUES	95.00
00007004			0.00
	CALIF, STATE OF		9.38
	GALLEGOS, JEFFREY R	MILEAGE REIMBURSEMENT	273.13
-	eer Land Development	DUCALE	
00396848	AT AND T MCI	PHONE	44.69
00396914	NEXTEL SPRINT	CELL PHONES	585.28
00397001	CALIF, STATE OF	USE TAX REMITTANCE	4.60
00397008	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	24,335.00
00397104	VERIZON WIRELESS	DATA SERVICES	76.02
00940915	TESTING ENGINEERS INC	MATERIAL TESTING	12,177.50
	y Development Building Inspection		
00396914	NEXTEL SPRINT	CELL PHONES	215.93
00396978	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,605.24

00397001	CALIF, STATE OF	USE TAX REMITTANCE	2.30
	o. Administration		
	NEXTEL SPRINT	CELL PHONES	241.58
00397001	CALIF, STATE OF	USE TAX REMITTANCE	3.96
00397104	VERIZON WIRELESS	DATA SERVICES	38.01
209	RMRA Fund		
Non Depar	tmental		
Streets			
00397092	TEICHERT CONSTRUCTION	PAVEMENT PROJECT	139,734.00
211	Delta Fair Property Fund		
Parks & Op	pen Space		
00397035	GATES AND ASSOCIATES INC	LANDSCAPE SERVICES	3,940.40
00397082	RRM DESIGN GROUP	PROFESSIONAL SERVICES	15,975.09
212	CDBG Fund		
Non Depar	tmental		
CDBG			
00396940	ALEX KUSHNER GENERAL INC	CITY HALL PROJECT	13,740.21
00397007	CITY DATA SERVICES LLC	CDBG MONTHLY MAINTENANCE	644.00
CDBG-CV			
00397007	CITY DATA SERVICES LLC	CV MONTHLY MAINTENANCE	220.00
213	Gas Tax Fund		
Streets			
00396983	BOETHING TREELAND FARMS	LANDSCAPE SUPPLIES	1,416.08
00397001	CALIF, STATE OF	USE TAX REMITTANCE	22.18
00397095	TJKM TRANSPORTATION	CONSULTING SERVICES	3,729.78
00397109	WATERSAVERS IRRIGATION	IRRIGATION PARTS	2,202.20
214	Animal Services Fund		
Animal Se			
00396852	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	491.65
219	Recreation Fund		
Non Depar	tmental		
00397003	CCC SENIOR NUTRITION PROGRAM	NUTRITION PROGRAM FY21	8,887.35
00397019	DAILY, PATRICIA	DEPOSIT REFUND	500.00
Senior Pro	grams		
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	285.49
00396941	AT AND T MCI	PHONE	126.14
00397001	CALIF, STATE OF	USE TAX REMITTANCE	0.35
Recreation	n Sports Programs		
	AT AND T MCI	PHONE	23.19
00396851	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	41.90
00396854	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	294.42
00396966	ANTIOCH ACE HARDWARE	SUPPLIES	29.61
00397012	CONCORD SOFTBALL UMPIRES	UMPIRE FEES	2,135.00
00397068	MUSCO LIGHTING	LIGHTS REPLACEMENT	4,575.94
Recreation	-Comm Center		
00396847	AT AND T MCI	PHONE	66.69
00396848	AT AND T MCI	PHONE	26.45

00396851	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	348.35
00396854	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,539.89
00396861	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	64.00
00396887	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	40.00
00397001	CALIF, STATE OF	USE TAX REMITTANCE	64.04
00397009	COLE SUPPLY CO INC	JANITORIAL SUPPLIES	1,665.45
00397062	MASSONE MECHANICAL INC	REFRIGERATOR REPAIRS	1,959.96
00397073		OFFICE SUPPLIES	109.87
00397100	UNITED STATES POSTAL SERVICE	POSTAGE	9,545.00
	Water Park	1 CONTOL	0,010.00
	AT AND T MCI	PHONE	134.12
		VARIOUS BUSINESS EXPENSES	-
00396854			397.90
00396861		FINGERPRINTING FEES	49.00
00396887		FINGERPRINTING FEES	20.00
00396888		FINGERPRINTING FEES	20.00
00396914		CELL PHONES	31.86
00396938	US FOODS INC	CONCESSION SUPPLIES	59.73
00397001	- , -	USE TAX REMITTANCE	281.89
00397058	LINCOLN EQUIPMENT INC	CHEMICALS	7,694.27
222	Measure C/J Fund		
Streets			
00396957	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,760.00
226	Solid Waste Reduction Fund		
Solid Was	te		
00396978	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	30.00
00397001		USE TAX REMITTANCE	5.05
229	Pollution Elimination Fund		
	laintenance Operation		
00396861	•	FINGERPRINTING FEES	49.00
	CCC TAX COLLECTOR	UNSECURED TAX BILL	148.37
00396887		FINGERPRINTING FEES	20.00
00396914		CELL PHONES	31.86
	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,840.00
00396959		LANDSCAPE SERVICES	4,800.00
00396958		FENCE REPAIR PARTS	4,800.00
	-		
00396967		CHAINSAW CHAINS	141.58
00397001		USE TAX REMITTANCE	11.94
	MJH EXCAVATING INC	LANDSCAPE SERVICES	5,300.00
00397075		RODENT ABATEMENT	1,050.00
238	PEG Franchise Fee Fund		
Non Depai			
	CALIF, STATE OF	USE TAX REMITTANCE	2.53
251	Lone Tree SLLMD Fund		
	<i>laintenance Zone 1</i>		
	AT AND T MCI	PHONE	92.76
00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,911.58

Lonetree M	laintenance Zone 2		
00396848	AT AND T MCI	PHONE	158.97
00397052	JETMULCH INC	MULCH INSTALLATION	8,696.60
00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,681.11
Lonetree M	laintenance Zone 3		
00396848	AT AND T MCI	PHONE	115.95
00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,162.86
Lonetree M	laintenance Zone 4		
00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,421.21
252	Downtown SLLMD Fund		
	Maintenance		
	CALIF, STATE OF	USE TAX REMITTANCE	14.16
00397020	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	157.00
00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,273.22
253	Almondridge SLLMD Fund		
	ge Maintenance		
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,363.29
254	Hillcrest SLLMD Fund		
	aintenance Zone 1		
00397091	STEWARTS TREE SERVICE INC	TREE SERVICES	1,462.50
00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,056.90
Hillcrest Ma	aintenance Zone 2		
	AT AND T MCI	PHONE	162.33
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,005.46
	aintenance Zone 4		
	AT AND T MCI	PHONE	137.45
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,666.35
255	Park 1A Maintenance District Fund		
	aintenance District		
	AT AND T MCI	PHONE	23.19
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,396.23
256	Citywide 2A Maintenance District Fund		
	A Maintenance Zone 3		
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,466.85
	A Maintenance Zone 4		
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,152.26
	A Maintenance Zone 5		
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,381.42
	A Maintenance Zone 6		
	CALIF, STATE OF	USE TAX REMITTANCE	0.10
00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,242.69
•	A Maintenance Zone 8		
00397001	CALIF, STATE OF	USE TAX REMITTANCE	204.39
00397052	JETMULCH INC	MULCH INSTALLATION	13,044.90
00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,070.43
•	A Maintenance Zone 9	BUONE	
00396848	AT AND T MCI	PHONE	92.76



00397094	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,381.46
	A Maintenance Zone10		
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,581.23
257	SLLMD Administration Fund		
	Iministration		
	CALIF, STATE OF	USE TAX REMITTANCE	12.71
	VERIZON WIRELESS	DATA SERVICES	76.02
	WATERSAVERS IRRIGATION	FERTILIZER	2,346.69
259	East Lone Tree SLLMD Fund		
Zone 1-Dis			
	CALIF, STATE OF	USE TAX REMITTANCE	177.23
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,357.92
311	Capital Improvement Fund		
Non Depai			
Parks & O			
	ALEX KUSHNER GENERAL INC	CITY HALL PROJECT	99,542.80
Streets			
	CALIF, STATE OF	USE TAX REMITTANCE	0.14
569	Vehicle Replacement Fund		
	t Maintenance		
00397001		USE TAX REMITTANCE	305.74
570	Equipment Maintenance Fund		
Non Depai			
00396949	HUNT AND SONS INC	FUEL	3,804.52
	t Maintenance		
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	25.00
00396861		FINGERPRINTING FEES	98.00
00396887		FINGERPRINTING FEES	40.00
00396917		PRE-EMP - MEDICAL EXAMS	1,179.50
00396968	ANTIOCH AUTO PARTS	AUTOMOTIVE REPAIR PARTS	2,946.81
00396981		AUTO REPAIR	1,991.27
00397001		USE TAX REMITTANCE	281.79
00397006	CHUCKS BRAKE AND WHEEL	AUTO PARTS	2,259.28
00397073		OFFICE SUPPLIES	295.92
00397074		AUTO PARTS	2,433.06
00397089	SOUTHERN COUNTIES LUBRICANTS	OIL	706.59
00397104	VERIZON WIRELESS	DATA SERVICES	38.01
00397107	WALNUT CREEK FORD	AUTO REPAIR PARTS	2,012.06
00940898	GRAINGER INC	SUPPLIES	175.60
	A1 TRANSMISSION	AUTO REPAIR SERVICES	210.00
573	Information Services Fund		
Informatio			
	AT AND T MCI	PHONE	86.05
	upport & PCs		
00397001	CALIF, STATE OF	USE TAX REMITTANCE	0.85
00397011	COMCAST	CONNECTION SERVICES	152.76
00397053	KIS	NETWORK SUPPORT	150.00

00397054	KIS	NETWORK SUPPORT	59.23
00940905	CDW GOVERNMENT INC	SYMANTEC PROTECTION SUITE	6,317.50
	DIGITAL SERVICES	SERVER/WEBSITE MAINTENANCE	4,875.00
	ODIN SYSTEMS INC	PROFFESIONAL SERVICES	2,106.00
Telephone			
	AT AND T MCI	PHONE	1,537.57
	AT AND T MCI	PHONE	1,691.32
	AT AND T MCI	PHONE	37.78
	ort Services		
	CALIF, STATE OF	USE TAX REMITTANCE	46.18
	INTERWEST CONSULTING GROUP	GIS SERVICES	4,500.03
00397104	VERIZON WIRELESS	DATA SERVICES	38.01
00940906	DIGITAL SERVICES	SERVER LEASE	665.85
Office Equ	ipment Replacement		
00397001	CALIF, STATE OF	USE TAX REMITTANCE	9.10
611	Water Fund		
Non Depar	tmental		
00396879	COLE SUPPLY CO INC	SUPPLIES	13,346.67
00396895	FASTENAL CO	SUPPLIES	2,692.24
00396901	IDN WILCO	LOCK AND KEY SUPPLY	1,156.18
00397001	CALIF, STATE OF	USE TAX REMITTANCE	417.79
00397026	EAST BAY WORK WEAR	UNIFORM STOCK	2,375.83
	EAST BAY WORK WEAR	UNIFORM STOCK	150.01
	OFFICE DEPOT INC	OFFICE SUPPLIES	2,047.06
00940898		SUPPLIES	2,509.56
Water Sup			_,
	NEXTEL SPRINT	CELL PHONES	40.84
	TYLER TECHNOLOGIES INC	SYSTEM UPGRADE FEES	22,092.35
	VERIZON WIRELESS	DATA SERVICES	152.04
Water Proc			
	ARAMARK UNIFORM SERVICES	ARAMARK SERVICES	78.13
	AT AND T MCI	PHONE	133.36
	AT AND T MCI	PHONE	33.06
00396850	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	174.16
00396895	FASTENAL CO	SUPPLIES	16.42
00396900	EMPLOYEE	SAFETY SHOE REIMBURSEMENT	250.00
00396914	NEXTEL SPRINT	CELL PHONES	15.93
00396921		ELECTRIC	74,332.92
00396922	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	19,544.05
00396928		SUPPLIES	75.46
00396952	UNITED PARCEL SERVICE	SHIPPING	80.82
00396968	ANTIOCH AUTO PARTS	SUPPLIES	485.77
00396908	ARAMARK UNIFORM SERVICES	ARAMARK SERVICES	78.13
00396972	BURLINGAME ENGINEERS INC	EQUIPMENT SUPPLIES	3,008.20
00390984	CALIF, STATE OF	USE TAX REMITTANCE	252.63
00397016	CONTRA COSTA WATER DISTRICT		1,463,075.78
00397028	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	236.16

00397039	HACH CO	LAB SUPPLIES	939.90
00397101	UNIVAR SOLUTIONS USA INC	CHEMICALS	3,535.92
00397103	US BANK	COPIER	176.74
00940898	GRAINGER INC	PARTS	344.81
00940902	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,770.46
00940907	EVOQUA WATER TECHNOLOGIES	PROFESSIONAL SERVICES	738.18
Water Dist	ribution		
00396848	AT AND T MCI	PHONE	23.19
00396850	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	190.81
00396857	BAY AREA BARRICADE	SUPPLIES	152.77
00396888	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00396895	FASTENAL CO	SUPPLIES	1,295.40
00396914	NEXTEL SPRINT	CELL PHONES	191.33
00396919	PACE SUPPLY CORP	SUPPLIES	6,077.29
00396920	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - WATER	259.54
00396928	ROBERTS AND BRUNE CO	SUPPLIES	36,931.81
00396932	STATE WATER RESOURCES BOARD	RECERTIFICAITON	680.00
00396942	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	531.34
00396952	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00396977	BACKFLOW DISTRIBUTORS INC	MAINTENANCE SERVICES	1,671.80
00396986	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJE(	3,840.00
00397001	CALIF, STATE OF	USE TAX REMITTANCE	1,480.51
00397018	CWEA SFBS	RECERTIFICAITON	182.00
00397021	DELTA DENTAL	INSURANCE PREMIUM	4.63
00397026	EAST BAY WORK WEAR	UNIFORM STOCK	1,070.24
00397099	TYLER TECHNOLOGIES INC	SYSTEM UPGRADE FEES	682.50
00397104	VERIZON WIRELESS	DATA SERVICES	456.12
00940898	GRAINGER INC	SUPPLIES	512.85
00940904	BADGER METER INC	REGISTERS	50,620.39
00940909	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	8,000.00
00940910	INFOSEND INC	PRINT & MAIL SERVICES	2,285.61
00940911	MOBILE MINI LLC	STORAGE	495.94
00940913	RED WING SHOE STORE	SAFETY SHOES - M GROOVER	294.30
	ldings & Facilities		
00396947	-	PROFESSIONAL SERVICES	4,000.00
00396951	MOUNTAIN CASCADE INC	BOOSTER BUMP PROJECT	55,698.00
00397004	CDM SMITH INC	CONSULTING SERVICES	175,777.97
00397013	CONSTRUCTION TESTING SERVICES	TESTING SERVICES	12,989.16
00397041	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	8,835.00
	SHIMMICK CONSTRUCTION INC	BRAKISH WATER PROJECT	1,805,913.77
617	APFA Brackish Water LOC Fund	Broaden WATERT Robert	1,000,010.11
Water Syst			
	BANK OF THE WEST	LOAN PAYMENT	5,215.66
621	Sewer Fund		0,210.00
	water Administration		
	AT AND T MCI	PHONE	47.28
	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	115.82
00390030		VARIOUS DUSINESS EAFENSES	113.02

00396861	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00	
00396887	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00	
00396888	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00	
00396914	NEXTEL SPRINT	CELL PHONES	72.70	
00396916	OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT SERVICES	536.00	
00396917	OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT SERVICES	432.00	
00396919	PACE SUPPLY CORP	SUPPLIES	2,873.66	
00396928	ROBERTS AND BRUNE CO	SUPPLIES	2,469.90	
00396932	STATE WATER RESOURCES BOARD	RECERTIFICATION	70.00	
00396942	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	531.33	
00396944	CRYSTAL CLEAR LOGOS INC	UNIFORMS	400.59	
00396950	JACK DOHENY SUPPLIES INC	SUPPLIES	9,410.42	
00396953	ACP INTERNATIONAL	STORM DRAIN MARKERS	3,214.99	
00396956	AFLAC	INSURANCE PREMIUM	84.10	
00396961	ALL STAR RENTS	RENTAL EQUIPMENT	109.26	
00396962	ALTA FENCE	FENCE INSTALLATION	14,695.00	
00396982	BLUE SHIELD LIFE	INSURANCE PREMIUM	7.55	
00397001	CALIF, STATE OF	USE TAX REMITTANCE	280.62	
00397024	DU ALL SAFETY LLC	EQUIPMENT	1,700.00	
00397026	EAST BAY WORK WEAR	UNIFORMS	1,484.40	
00397065	MJH EXCAVATING INC	LANDSCAPE SERVICES	4,240.00	
00397079	CLEVELAND PORTER	TRAINING REIMBURSEMENT	25.00	
00397080	GONZALO RAMOS	TRAINING PER DIEM	90.00	
00397084	SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	3,500.00	
00397099	TYLER TECHNOLOGIES INC	SYSTEM UPGRADE FEES	682.50	
00397104	VERIZON WIRELESS	DATA SERVICES	304.08	
00940898	GRAINGER INC	SUPPLIES	629.71	
00940910		PRINT AND MAIL SERVICES	2,285.58	
00940913	RED WING SHOE STORE	SAFETY SHOES-D HUGHES	300.00	
631	Marina Fund			
Marina Administration				
	COLE SUPPLY CO INC	SUPPLIES	57.62	
	FASTENAL CO	SUPPLIES	169.91	
00397001		USE TAX REMITTANCE	6.69	
00397011	COMCAST	CONNECTION SERVICES	779.49	
00397090		LIEN PROCEEDS	205.00	
00397104	VERIZON WIRELESS	DATA SERVICES	38.01	
752	Storm Drain Deposits Fund		00.01	
Non Departmental				
00397014	CONTRA COSTA COUNTY	DRAINAGE FEES	590,988.80	
	CONTRA COSTA COUNTY	DRAINAGE FEES	893.51	
00007010		BIVINGET LEO	000.01	

### CITY OF ANTIOCH CALIFORNIA

### STAFF REPORT TO THE CITY COUNCIL

DATE:	Regular Meeting of November 9, 2021	
то:	Honorable Mayor and Members of the City Council	
	Scott Buenting, Project Manager	
APPROVED BY:	کر John Samuelson, Public Works Director/City Engineer	
SUBJECT:	Photometric Study for Street Lighting; (P.W. 700-3)	

#### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

- 1. Approving a Consulting Services Agreement with Tanko Streetlighting, Inc. for the Photometric Study for Street Lighting Project in the amount of \$292,600 in substantially the form attached as Exhibit A to the Resolution (Attachment "A"); and
- 2. Authorizing the City Manager to execute the Agreement for the Photometric Study for Street Lighting Project with Tanko Streetlighting, Inc. for a total amount of \$292,600.

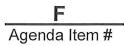
#### **FISCAL IMPACT**

The fiscal year 2021/2022 Capital Improvements Budget includes adequate funding for the Photometric Study for Street Lighting ("Project") through the Gas Tax Fund for street lighting improvements.

#### DISCUSSION

On August 25, 2021, City staff posted a request for qualifications on the City's website, informed various plan rooms and directly contacted five (5) firms requesting qualifications for consulting services to provide field verification of the existing street light inventory, photometric analyses to determine appropriate wattage of LED replacement fixtures, and to identify the recommended LED replacement for each street light, including decorative lighting in City Parks and parking lots.

On September 9, 2021, qualifications were received from one (1) consulting firm, Tanko Streetlighting, Inc. ("Tanko") of San Francisco for the desired consulting services. Based on the content of the qualifications, Tanko was determined to be an extremely qualified firm to provide the services required for the Project. Staff has subsequently met with Tanko representatives to develop the attached scope of work and cost proposal included in Exhibit A to the Resolution (Attachment "A").



# ATTACHMENTS A. Resolution

#### **ATTACHMENT "A"**

#### **RESOLUTION NO. 2021/\*\***

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE CONSULTING SERVICES AGREEMENT WITH TANKO STREETLIGHTING, INC. FOR THE PHOTOMETRIC STUDY FOR STREET LIGHTING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT P.W. 700-3

**WHEREAS,** the City has considered acquiring consulting services related to the Photometric Study for Street Lighting ("Project");

**WHEREAS**, on August 25, 2021, City staff posted a request for qualifications on the City's website, informed various plan rooms and directly contacted five (5) firms requesting qualifications for consulting services to provide field verification of the existing street light inventory, photometric analyses to determine appropriate wattage of LED replacement fixtures, and identifying the recommended LED replacement for each street light, including decorative lighting in City Parks and parking lots;

**WHEREAS**, on September 9, 2021, qualifications were received from one (1) consulting firm, Tanko Streetlighting, Inc. ("Tanko") of San Francisco;

**WHEREAS**, the City selected Tanko as an extremely qualified firm to provide the services required for this Project;

**WHEREAS**, the City Council has considered approving the Consulting Services Agreement ("Agreement") with Tanko for a total amount of \$292,600; and

**WHEREAS**, the City Council has considered authorizing the City Manager to execute the Agreement with Tanko for a total amount of \$292,600.

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

- 1. Approves an Agreement with Tanko Streetlighting, Inc. in the amount of \$292,600 in substantially the form attached as "Exhibit "A"; and
- 2. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

\* \* \* \* \* \* \* \*

RESOLUTION NO. 2021/\*\* November 9, 2021 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 9th day of November 2021, by the following vote:

AYES:

NOES:

**ABSTAIN:** 

ABSENT:

#### ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH

#### EXHIBIT "A"

#### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TANKO STREETLIGHTING, INC., FOR THE PHOTOMETRIC STUDY FOR STREET LIGHTING P.W. 700-3

THIS AGREEMENT ("Agreement") is made and entered into this 9<sup>th</sup> day of November 2021, ("Effective Date") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("City") and Tanko Streetlighting, Inc., with its principle place of business at 220 Bayshore Boulevard, San Francisco, CA 94124 ("Consultant"). City and Consultant individually are sometimes referred to herein as "Party" and collectively as "Parties."

**SECTION 1. SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as <u>Exhibit A</u> attached hereto and incorporated herein at the time and place and in the manner specified therein (**"Services"**). In the event of a conflict in or inconsistency between the terms of this Agreement and <u>Exhibit A</u>, the Agreement shall prevail.

**1.1** <u>Term of Services.</u> The term of this Agreement shall begin on the Effective Date and shall end on <u>December 31, 2022</u>, the date of completion specified in <u>Exhibit A</u>, and Consultant shall complete the Services described in <u>Exhibit A</u> prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

**1.2** <u>Standard of Performance.</u> Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

**1.3** <u>Assignment of Personnel.</u> Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4** <u>Time.</u> Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed <u>Two</u> <u>hundred ninety-two thousand, six hundred dollars (\$292,600.00)</u>, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as <u>Exhibit A</u>, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

**2.1** <u>Invoices.</u> Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
- The Consultant's signature.

#### 2.2 Payment Schedule.

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as <u>Exhibit A and incorporated herein</u>], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.3** <u>Total Payment.</u> City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.4** <u>Hourly Fees.</u> Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule.

**2.5** <u>**Payment of Taxes.**</u> Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.6** <u>Authorization to Perform Services.</u> The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

**SECTION 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**SECTION 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

**4.1** <u>Commercial General Liability (CGL)</u>: 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. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.</u>

**4.2** <u>Automobile Liability Insurance</u>. ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**4.3** <u>Workers' Compensation Insurance</u>. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**4.4** <u>Professional Liability (Errors and Omissions)</u>: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5** <u>Other Insurance Provisions.</u> Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

**4.5.1** Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2** *Primary Coverage.* For any claims related to this contract, the Consultant'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 Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.3** *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**4.5.4** *Waiver of Subrogation.* Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

**4.5.5** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**4.5.6** *Claims made policies.* If any of the required policies provide claims-made coverage:

**4.5.6.1** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**4.5.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.6** <u>Certificate of Insurance and Endorsements</u>. Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</u>

**4.7** <u>Subcontractors</u>. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

**4.8** <u>Higher Limits.</u> If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**4.9** <u>Special Risks or Circumstances</u>. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**4.10** <u>Remedies.</u> In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

#### SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

**5.1** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

**5.2** By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

#### SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 <u>Consultant Not Agent.</u> Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

#### SECTION 7. LEGAL REQUIREMENTS.

7.1 <u>Governing Law.</u> The laws of the State of California shall govern this Agreement.

**7.2** <u>Compliance with Applicable Laws.</u> Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

**7.3** <u>Other Governmental Regulations.</u> To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 <u>Licenses and Permits.</u> Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 <u>Nondiscrimination and Equal Opportunity.</u> Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

California Labor Code Requirements. Consultant is aware of the requirements of 7.6 California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable.

Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

#### SECTION 8. TERMINATION AND MODIFICATION.

**8.1** <u>Termination.</u> City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for Services performed satisfactorily to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2** <u>Extension.</u> City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3** <u>Amendments.</u> The parties may amend this Agreement only by a writing signed by all the Parties.

**8.4** <u>Assignment and Subcontracting.</u> City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5** <u>Survival.</u> All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6** <u>Options upon Breach by Consultant.</u> If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3** Retain a different consultant to complete the work described in <u>Exhibit A</u> not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in <u>Exhibit A</u> that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

#### SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 <u>Records Created as Part of Consultant's Performance.</u> All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

**9.2** <u>Confidentiality</u>. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

**9.3** <u>Consultant's Books and Records.</u> Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

**9.4** Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California

Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 <u>Intellectual Property.</u> The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

#### SECTION 10. MISCELLANEOUS PROVISIONS.

**10.1** <u>Venue.</u> In the event 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.

**10.2** <u>Severability.</u> 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.

**10.3** <u>No Implied Waiver of Breach.</u> The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.4** <u>Successors and Assigns.</u> The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.5** <u>Use of Recycled Products.</u> Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.6** <u>Conflict of Interest.</u> Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* 

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.* 

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or

official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.7** <u>Inconsistent Terms.</u> If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.8** <u>Solicitation</u>. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9** <u>Contract Administration.</u> This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10** <u>Notices.</u> Any written notice to Consultant shall be sent to:

Tanko Streetlighting, Inc. Attn: Jason Tanko 220 Bayshore Boulevard San Francisco, CA 94124

Any written notice to City shall be sent to:

Capital Improvements City of Antioch P. O. Box 5007 Antioch, CA 94531-5007

City of Antioch P. O. Box 5007 Antioch, CA 94531-5007 Attn: City Attorney **10.11** <u>Integration.</u> This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

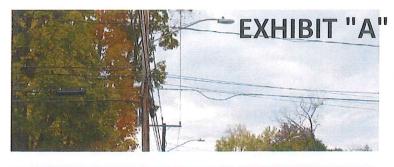
CITY:

#### CONSULTANT:

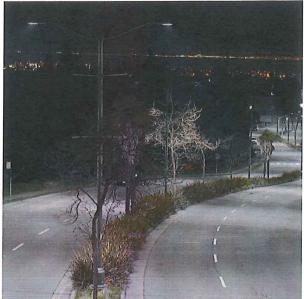
CITY OF ANTIOCH	TANKO STREETLIGHTING, INC.
	Ву:
Rowland E. Bernal, Jr. City Manager	Name:
Attest:	Title:
Allesi.	
Flizahath Llaurahaldan Ottu Olauk	Ву:
Elizabeth Householder, City Clerk	Name:
	Title:
Approved as to Form:	

Thomas Lloyd Smith, City Attorney

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]







# STATEMENT OF QUALIFICATIONS TO THE CITY OF ANTIOCH, CA

### FOR PHOTOMETRIC STUDY FOR STREETLIGHTING PROJECT NO. P.W. 700-3

## **Tanko**Lighting

Submitted by:

Jason Tanko Chief Executive Officer Tanko Streetlighting, Inc. 220 Bayshore Boulevard San Francisco, CA 94124

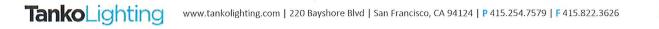
#### Submitted to:

Scott Buenting Project Manager City of Antioch Capital Improvements Division 200 H Street Antioch, CA 94509 Date Submitted: October 13, 2021

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Alb

## **COVER LETTER**

Signed letter by an individual authorized to negotiate on behalf of the firm with the budget and scope of services binding for a term of 90 days from the date of submittal to the City.

October 13, 2021

Scott Buenting Project Manager City of Antioch Capital Improvements Division 200 H Street Antioch, CA 94509

Dear Mr. Buenting,

Tanko Streetlighting, Inc. ("Tanko Lighting") appreciates the opportunity to submit this Statement of Qualifications for the City of Antioch's Photometric Study for Streetlighting (Project No. P.W. 700-3).

Tanko Lighting is a national firm focused solely on providing professional services for turn-key municipal energy efficiency streetlight conversion projects. Our firm has previously been or is currently involved with the energy efficiency conversion of more than 591,000 streetlights throughout the nation – and is actively developing projects for an additional 550,000 streetlight fixtures. Our work has spanned more than twenty-three states, and fifty-five utilities – including dozens of projects throughout California.

The enclosed Statement of Qualifications includes a budget and scope of services that are valid for a term of 90 days from the date of this letter.

Given Tanko Lighting's extensive involvement with municipal streetlight LED design and conversion projects nationwide – and in the State of California – our team can leverage its expertise to provide the necessary context and value to assist the City with all the support, recommendations and coordination necessary to ensure the success of this project. Please let us know should you have any questions.

We look forward to your feedback.

Regards,

Jason Tanko Chief Executive Officer

Enclosures



Sole Focus on Municipal Streetlighting

Why Tanko Lighting?



Streetlights

Acquired

192,000+



Fixtures

Maintained

R

155+ Nationwide Projects



591,000+

Streetlights

in Contract

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## **INTRODUCTION**

Provide a brief project description conveying an understanding of the issues.

We understand that the City is challenged by a potentially outdated streetlight system that may not be providing the most optimized illumination levels, resident satisfaction, and energy efficiency.

The City needs to understand the current conditions of its existing streetlight system, as well as the options and financial feasibility of replacing it with an LED system.

This project will assist with these issues by:

- Identifying the current conditions of its existing streetlight system
- Documenting the inventory by collecting GIS data on each existing fixture
- Reconciling the field inventory with any existing GIS or inventory records
- Conducting photometrics to confirm the existing system performance, as well as the photometrics of recommended LED replacement fixtures, and determining whether upgrading the system to LED fixtures would improve the system's overall illumination levels
- If the LED conversion is feasible, identifying recommended LED replacement fixtures
- Providing comparisons of the energy consumption and fixture longevity for the existing fixtures and LED replacements
- Developing a financial analysis showing the costs/benefits of converting to LED fixtures and project payback

We are very familiar with this work and have significant experience providing similar services for municipalities nationwide. Please see the Related Experience and References section for more details on why our team is uniquely positioned to assist the City with this project.

## **PROJECT MANAGER/CONSULTANT TEAM**

Detail key individuals to be assigned to the project, their qualifications and respective roles.

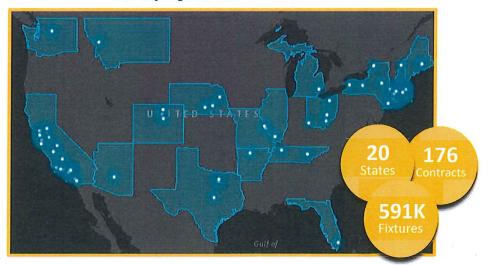
Tanko Lighting is comprised of more than thirty professionals with significant experience in municipal streetlight projects. Based on the primary staff assigned to this project alone, our team has a combined total of 55 years of relevant experience. We are also proud that our firm is 50 percent woman-owned, our entire staff is comprised of 48 percent women – and the lead staff dedicated to this project is comprised of 83 percent women. This is a major feat in an industry largely dominated by males.

Our lead staff for this project include:

- Maeve Hanafin, Senior Project Associate

   Primary Project Contact
- Jason Tanko, Chief Executive Officer
- Nicole Kelner, Vice President of Operations
- Natalie Bartel, Project Associate
- Rebecca Rodriguez, Data Program Manager

Our projects nationwide.



Please see below for key staff and their qualifications. Resumes can be provided upon request.

#### Maeve Hanafin | Senior Project Associate (Project's Primary Point of Contact)

<u>Role</u>: Ms. Hanafin will serve as the primary point of contact and the project manager for this project, responsible for coordinating schedules, design, and coordination of deliverables.

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<u>Relevant Experience</u>: Ms. Hanafin has extensive experience with environmental assessments, mapping and research. She currently assists with the management, implementation and coordination of projects. Ms. Hanafin has served on a variety of Tanko Lighting projects during her tenure with the company. Recent projects include streetlight projects for the Town of Erie, CO and the Town of Windsor, CO, as well as the Cities of Middletown, CT, Weymouth, MA, Berkeley, CA, Newbury, MA, Santa Clarita, CA, Simi Valley, CA, Waterford, CT, La Puente, CA, Ware, MA, and Chino Hills, CA.

<u>Applicable Training/Education</u>: Ms. Hanafin holds a Bachelor of Science degree in Environmental Sciences from the University of California, Berkeley.

#### Jason Tanko | Chief Executive Officer

<u>Role</u>: Mr. Tanko will serve as the principal-in-charge, engineer and technical support lead.



<u>Relevant Experience</u>: As Tanko Lighting's leader, Mr. Tanko has been involved in every project since the company's inception. Most of these projects have focused on municipal streetlighting. A small sample of successful projects involving Mr. Tanko include LED streetlight conversion projects for the following municipalities: Orono, ME; Brewer, ME; Sharon, MA; Winchester, MA; New London, CT; Somerville, MA; Lowell, MA; Berkeley, CA; Santa Ana, CA; West Hollywood, CA; Vacaville, CA; Rancho Cordova, CA; Rancho Cucamonga, CA; Mountain View, CA; Pleasanton, CA; Napa, CA; Hayward, CA; Corona, CA; Orange, CA; Tustin, CA; Vallejo, CA; and Morgan Hill, CA.

<u>Applicable Training/Education</u>: Mr. Tanko has decades of experience with streetlighting, electrical engineering and project management. Mr. Tanko holds a California C-10 Electrical Contractor's License, an Arizona A-17 Electrical Contractor's License, has a Bachelor of Science degree in Electrical Engineering and a Master of Business Administration degree from Seattle University, is well-versed in electrical principles and has remarkable acumen for business.

#### Nicole Kelner | Vice President of Operations

Role: Ms. Kelner will serve as the contract compliance officer for the project.

<u>Relevant Experience</u>: Ms. Kelner is a seasoned business and project developer with more than eighteen years of experience in project management, operations and development. Her expertise is centered on compliance, energy, law, planning, cleantech, wireless and sustainability. Ms. Kelner directs all company projects and is responsible for performance and client satisfaction. Ms. Kelner is responsible for all current company projects, including projects for the Towns of Erie and Windsor, CO, as well as the Cities of Brewer, ME, Orono, ME, Rancho Cucamonga, CA, Fullerton, CA, Corona, CA, Orange, CA, Tustin, CA, Claremont, CA, West Hollywood, CA, Lowell, MA, Geneva, NY, Rockwood, TN, and Paris, TN.

<u>Applicable Training/Education</u>: Ms. Kelner holds a Bachelor in Business and Marketing from George Washington University, a Juris Doctor from the Delaware Law School Widener, and is currently a candidate for a Master of Business Administration in Sustainability from the San Francisco Institute of Architecture.

#### Natalie Bartel, Project Associate

**Tanko**Lighting

<u>Role</u>: Ms. Bartel will support the project management needs of the project, assisting with design, logistics, documentation and reporting. <u>Relevant Experience</u>: Ms. Bartel has extensive experience with environmental services, fieldwork, and project management. She currently assists with the management, implementation and coordination of projects. Ms. Bartel has served on a variety of Tanko Lighting projects during her one-year plus tenure with the company. Recent projects include the LED streetlight conversion projects for the Cities of Cities of Middletown, CT; Coalinga, CA; Cincinnati, OH; Zanesville, OH; Corte Madera, CA; Pico Rivera, CA; Santa Clarita, CA; and Simi Valley, CA. <u>Applicable Training/Education</u>: Ms. Bartel holds a Masters of Arts degree in Environmental Management from the University of San Francisco and a Bachelor of Science degree in Ecology and Evolutionary Biology, as well as a Bachelor of Arts in European History from the University of California, Santa Cruz.

#### Rebecca Rodriguez | Data Program Manager

Role: Ms. Rodriguez will lead data collection, management and mapping efforts for the project.

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<u>Relevant Experience</u>: Ms. Rodriguez has been at the helm of Tanko Lighting's Data Analyst Team for several years. Her leadership skills, technical knowledge, and analytical skills are paramount to her role. She has managed data quality for streetlight projects for the Metropolitan Area Planning Council, as well as the Towns of Windsor and Erie, CO, and Cities of Orono, ME; Brewer, ME; Berkeley, CA; Rancho Cucamonga, CA; Tustin, CA; Fullerton, CA; Corona, CA; Oakland, CA; Santa Ana, CA; West Hollywood, CA; Lowell, MA; Malden, MA; Meriden, CT; Warren, MA; Miami Lakes, FL; Simi Valley, CA; Geneva, NY; Santa Clarita, CA; Stanton, CA; La Verne, CA; and Londonderry, CT.

<u>Applicable Training/Education</u>: Ms. Rodriguez holds a Bachelor of Science degree in Earth and Ocean Sciences from Duke University and a Master of Science in Geosciences from Virginia Tech.

### **SCOPE OF WORK**

Outline sequential specific tasks required to complete the project, describing how each task is to be accomplished and identifying team members responsible for completion of specific products that will be produced.

Our proven approach to municipal streetlight LED conversion projects is comprehensive and data-driven, which results in accurate and efficient project implementation. From Global Positioning System (GPS) location coordinates to fixture wattages, accurate data collection and data management is the backbone from which our methodology stems. Our Geographic Information System (GIS) and data expertise lead to accurate existing inventory characteristics and quantities, as well as granular design, precise material procurement, organized installation maps, and efficient installations. Having in-house experts in GIS streetlighting enables our team to provide superior service and unparalleled quality control on all projects. Ultimately, this results in minimized project delays (which translates into more expedient energy savings) and stabilized job costing.

#### Task 1: Comprehensive GIS Audit of Existing Streetlights

In our experience, a proper GIS audit is essential to equipping the client with a comprehensive and accurate understanding of its existing infrastructure. The GIS audit is pivotal, as the data collected enables appropriate valuation and acquisition of the system. It also positions the municipality or its contractor to effectively maintain the system, as well as manage any system upgrades, such as LED conversion, which requires detailed field data to properly design and install.

Our data-driven approach to project implementation has defined our success. From GPS location coordinates to fixture wattages, accurate data collection and data management is the backbone from which our methodology stems. As the vast majority of our clients are interested in LED conversion of their systems, our auditors collect more than thirty fields of data per streetlight fixture to ensure that the same data set can be used to create an LED streetlight design customized to our clients' needs and tailored to each light's unique location.

Tanko Lighting's approach to the audit is an in-field strategy that poses the following advantages:



- Our initial audit has a 98% accuracy rate. Since we identify and rectify any missing data or errors, our final error rate is significantly less than 1% which is further rectified during the installation and final commissioning phases of a project.
- Deploying trained auditors to the field at the onset of the project enables our team to obtain the most definitive, up-to-date data set possible. While we supplement our field data with digital data sources (e.g., aerial imagery, street-level imagery, and municipal/utility inventories), the integrity of our audit is never dependent on the age or accuracy of available digital data sources.

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- Our in-field approach provides the greatest accuracy and access to the pole and fixture. In person, we can identify potential safety issues, such as leaning poles or structural damage to the pole/arm/fixture. We can also verify pole numbers/labels and confirm any locations where numbers/labels are damaged or missing. This in-person verification of pole labels and exact locations is also invaluable in reconciling the utility billing inventory with what we find in the field (see Task 2).
- Comprehensive access to the pole and fixture allows for a more conscientious design. Because our team collects so much information that can only be gathered in person (e.g., fixture wattage, various height/distance measurements of the light and street, and factors that inform lighting levels and distribution patterns), we can create a highlycustomized design tailored to a city's specific lighting needs – and identify any concerns from the project start.

"At Graybar, we have worked with ESCOs around the country and there is no organization that is as professional, meticulous, and efficient as Tanko Lighting. We have serviced over 300,000 streetlights with Tanko Lighting and have had ZERO returns. Their audit is far more comprehensive than any other audits we have seen in the marketplace and allows for municipalities to have a true grasp on their lighting system. Utilizing Tanko Lighting ensures that the job will be completed on schedule and all parties involved will be well informed. There is no organization that can implement a streetlighting solution the way that Tanko Lighting can."

Kristian Reyes, Manager Lighting and PowerSmart Solutions Graybar

Collecting data in person gives our team the highest
possible certainty of what is in the field. This precision means that should the municipality move forward with an LED conversion
or other system-wide updates, the municipality will be able to budget and procure for exactly what is in the field - money is not
wasted on over-ordering, nor is project completion delayed by under-ordering. This precision also minimizes sloppy design (and
inherent lower energy savings) – which are more likely from a subcontracted audit.

The preparation phase for the audit will involve the following activities that are critical to the accuracy of the data collection:

- Tanko Lighting working with municipal staff to clearly define audit scope, including priority areas, municipal boundaries, and any
  areas outside the right-of-way that should be included.
- Our team developing and providing to municipal staff a list of the attributes that will be collected at each light during the audit. City staff providing our team with all available City and utility records for streetlights.
- Our team reviewing these data records to determine which should be utilized for the data reconciliation phase.
- Our team developing audit maps, scheduling, and dispatching auditors to the field.

Once the preparation phase is complete, the audit will commence. We will collect data on all of the existing inventory and identify attributes on-site, including:

- Global Positioning Service (GPS) coordinates (latitude, longitude) of each fixture location and date of capture
- Fixture type
- Lamp type and wattage
- Pole material, mounting height, and arm length
- Pole ID number
- Street width and configuration (e.g., intersection, crosswalk, cul-de-sac)
- Electrical feed (overhead, underground)
- Visible issues (e.g., pole leaning, fixture damage, tree obstruction)

Our auditors collect and transmit data points daily. We will compile data weekly to provide the City with a Weekly Audit Report (a sample can be provided upon request). The Weekly Audit Report will enable the City to identify and address any immediate safety concerns, as well as other issues – such as tree trimming – that may need attention prior to future maintenance or LED conversion.

Unlike other potential providers, Tanko Lighting is an industry expert focused solely on streetlighting. We have built our own in-house data team with the right blend of both streetlighting technical expertise and data analysis skills to collect and reconcile accurate project data (note that we never subcontract out the audit or data services). Further, our field auditors have accurately collected data on hundreds of thousands of streetlight fixtures nationwide – ensuring that the City's audit will be conducted by highly qualified professionals



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with tremendous experience. This renders Tanko Lighting as the most qualified to perform the GIS audit, as our staff is significantly experienced in the nuances and characteristics of all streetlight configurations.

Lead staff involved with this task include:

- Maeve Hanafin, Senior Project Associate Primary Project Contact
- Jason Tanko, Chief Executive Officer
- Natalie Bartel, Project Associate
- Rebecca Rodriguez, Data Program Manager

#### Deliverables

- <u>Weekly Audit Reports</u>: An overview map listing the locations completed during the data collection phase (showing both weekly and comprehensive progress), along with a description of any issues that the City would need to devote immediate attention to – including electrical hazards, tree trimming needs, etc.
- <u>Audit Data</u>: Record of fixtures found in the field audit and their associated attributes, to be provided in geodatabase, shapefile, or spreadsheet form (this deliverable will be provided at the completion of the project).

#### Task 2: Data Reconciliation

Tanko Lighting has developed a methodology to capture every streetlight asset owned by the municipality. Using precise GPS technology and expert streetlighting GIS Analysts, our team reconciles every asset it locates in the field with each record in the utility's invoice/inventory to ensure that it has identified and converted all eligible assets. We share this information with customers during the pre-conversion phases of the project so that the municipality knows exactly what they own, and exactly which fixtures will be converted.

Simultaneously with the GIS audit, our team will conduct a thorough and detailed investigation of the City's existing records, including utility billing records and maps. Our team will reconcile these City records with the data from the City -wide GIS audit to confirm

ownership, eligibility for rebates, and billing record accuracy. In our experience, cross referencing these various data sources results in extremely precise and clean data because most projects typically have a utility billing discrepancy of approximately 5 - 10 percent of the inventory quantity. This results in cities being over-billed by their utility. We will identify discrepancies through the data reconciliation process, include this information in the subsequent negotiations with the utility, and will assist with remedying the bills on behalf of the City during the tariff change coordination phase (Task 13) of the project.

The data reconciliation report will include the following items:

- Analysis of locations confirmed during the audit
- Analysis of locations appearing in the utility records but not in the confirmed audit records
- Analysis of locations confirmed in the audit records but not in the utility records

Lead staff involved with this task include:

- Maeve Hanafin, Senior Project Associate Primary Project Contact
- Jason Tanko, Chief Executive Officer
- Natalie Bartel, Project Associate
- Rebecca Rodriguez, Data Program Manager

#### Deliverables

 <u>Reconciliation Report</u>: A concise report detailing any discrepancies found between field data and utility billing records, as well as where records tied out cleanly. Note that any locations where discrepancies exist will not be included in the design phase. Further, addressing these discrepancy locations with the utility will occur during a subsequent phase of the project (under separate contract).



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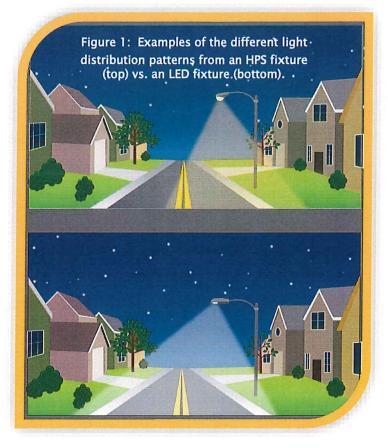


#### Task 3: Photometric Analysis

In our experience, a critical initial step in proper design involves photometric analysis – which is an examination of the distribution or "spread" of light from the fixture onto the ground. Whereas a typical High Pressure Sodium (HPS) fixture indiscriminately throws the light in all directions, a typical LED fixture pinpoints the light spread to where it is needed most – on the roadway (see Figure 1).

Given that an LED streetlight conversion is a significant investment, ensuring that the replacement LED fixtures properly distribute the light is imperative before the installation phase begins. The only way to confirm that the LED replacement fixtures improve the existing conditions is to model the light spread of the existing and replacement fixtures.

We are seasoned in this type of modeling. Our proven process involves both theoretical photometrics modeling (demonstrating the light distribution from an aerial perspective at the fixture location), as well as photopic (which measures the light that the cones of the eyes typically perceive) and scotopic (which measures the light that the rods of the eyes typically perceive) field measurements obtained from directly under the fixture and at varying distances to the sides of and across the street from the fixture. The results from these models portray the most accurate existing and replacement conditions that verify that the replacement LED fixtures will improve the system.



Our recommended approach to the photometric analysis includes the following elements:

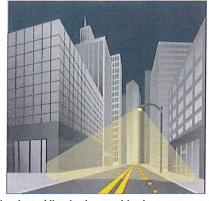
- We will develop typical photometric layouts based on assumptions, including wattage, distribution type, pole height, spacing etc.
- We will conduct in-field photopic and scotopic light measurements at a minimum of thirty representative locations (to be determined by the City) on arterial and collector streets (we can also include residential streets at the City's discretion) to verify existing illumination conditions
- We will develop a report documenting existing conditions and verifying that the proposed luminaires (determined in Task 4) will meet
  or exceed the current lighting levels for these areas, with a goal of achieving the most current ANSI/IES RFP-8-18 standards, where
  practical.
- Our team will guide the City through how to interpret the photometrics, reviewing how the results indicate the products' spread of light, the distances the fixtures reach, how much back light is present, how much light is distributed directly under the fixture, and the general containment of light in the road/right-of-way. The interpretation of the photometrics data will enable the City to confidently choose a fixture that meets its preferences.
- Once the results are processed and presented to the City, our team will make recommendations on replacement LED fixtures (as part
  of Task 4) that will meet or exceed the existing lighting levels while not over-lighting the streets. The in-field photometric readings
  will help to determine the spread of light that we will want to capture and be a vital building block in creating a standardization plan
  for the City-wide design.

It is important to note that other bidders may propose field light measurements via a drive-through methodology that uses photometrics equipment on a vehicle to measure the light distribution while the vehicle drives out the municipality's streets at night. While this may sound compelling and efficient, our team believes that this methodology is ultimately insufficient because it only captures light measurements from the single point on the roadway – from wherever the vehicle's position is on the road – and not from the multiple points (such as from directly under the fixture and at varying distances to the sides and across the street from the fixture) that are required

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to assess the overall performance of the fixture. (Please see the graphics below that depict the insufficiency of the drive-through method (on the left) vs. the comprehensive method that our team employs (on the right).)



The dotted line in the graphic above represents the typical path of a car collecting data during a drive-through in-field light measurement.



The dotted lines in the graphic above represent our method – which collects light measurements from significantly more locations – providing a comprehensive understanding of the fixture's light distribution pattern and photopic/scotopic performance.

Ultimately, our team will apply the photometrics data to the replacement design. See the graphic below (Figure 2) for a demonstration of how the photometrics layout can be impacted by residential and arterial roadway classifications. This shows the approximate light footprint of typical LED replacement fixtures used on corresponding street types. Street classification data and measurements of street geometry taken during the field audit allow our team to appropriately develop a design without collecting or calculating photometrics for every street in a municipality.



Figure 2: Examples of the different distribution pattern requirements based on roadway classification.

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Lead staff involved with this task include:

- Maeve Hanafin, Senior Project Associate Primary Project Contact
- Jason Tanko, Chief Executive Officer
- Natalie Bartel, Project Associate
- Rebecca Rodriguez, Data Program Manager

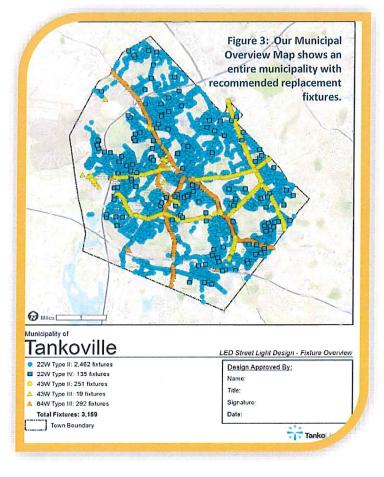
#### **Deliverables:**

 <u>Photometric Reports</u>: Digital and hard copies of the results of the photometric analysis at each approved location.

#### **Task 4: Replacement Plan**

In our experience, a comprehensive LED streetlight conversion project is the ideal opportunity for a municipality to reassess its entire streetlighting design and ensure that it has been optimized for existing field conditions. To achieve this, our team uses key data collected in the field audit, the infield photometric readings, and photometric layouts to help determine the best fixture and lighting levels for the City.

Our team utilizes Illuminating Engineering Society (IES) RP-8-18 standards for roadways and right of ways. Additionally, we utilize Trade Manual 12-12 for direction on light level equivalencies between HPS and LED, follow as applicable the guidelines issued by the American Medical Association and the International Dark Skies Alliance, and maintain a working knowledge of all the latest publications and updates in the market. However, there are many instances when municipal customers need to alter these standards to best meet their specific needs. Thus, our team uses these types of industry accepted standards as guidelines and works closely with the City to develop customized proposed standards of comfort and functionality that match its needs.



Our goal will be to provide the City with an appropriate replacement design that includes the brand of fixture, photocell, replacement wattages, color temperatures, distribution patterns and other appropriate settings and options to optimize the LED streetlight retrofit. The design will ultimately result in a replacement plan for all existing streetlights that includes photometric data, lifecycle cost analysis (including the initial capital outlay), net present value and return on investment, energy and greenhouse gas savings, maintenance savings estimates – all per the City's requirements in the RFQ, as well as an interactive web map of the replacement plan that the City can use to review and approve the design (see Figure 3).

#### **Fixture Selection**

When it comes to fixture selection, our team is uniquely positioned for this project in that we have worked with a wide variety of products across multiple manufacturers – in fact, no one in the market has worked with a broader set of brands than our team, and all the major manufacturers have projects with us. This extensive experience enables our team with an understanding of the best products currently available in the market and which manufacturers are leading the industry with innovative products.

We strive to ensure that our customers obtain the products they desire, regardless of the type or brand. Thus, we employ a neutral approach to products – our team specifies the highest quality, energy efficient fixtures to meet each customer's unique needs – regardless of brand.



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We will provide the City with a comprehensive process to determine the brand that will best meet its needs. Our approach to this process includes the following elements:

- <u>Needs Assessment</u>: Our team will conduct initial conversations with the City to assess its current knowledge of nuances, options and available products – as well as any brand/product preferences and specific needs it may have. Our team has developed a list of specific questions that it will present to the City during the discussions (e.g., cost as a weighted priority and/or fixture specification, and/or twenty-year savings, etc.). We have also developed a matrix of comparative product information by major product brands – which will be presented to the City for review and will enhance the City's ability to make an informed decision on product options.
- <u>Product Recommendations</u>: Equipped with input from the City, we will explore the marketplace for available products that meet the City's needs/interests, and will recommend fixture brands with the following elements considered:
  - <u>Fixture Efficiency</u>: The efficiency of a streetlight fixture is measured by how many lumens-per-watt the fixture utilizes – which is like how a car's efficiency is measured by miles per gallon. When the lumens-per-watt ratio is maximized, this translates into higher long-term savings and maximizes the municipality's potential rebates. When evaluating potential products, our team prioritizes fixture efficiency as one of the highest magnitudes and will include this measurement in our recommendations.
  - <u>Light Distribution</u>: The ability of the fixture to appropriately distribute light directly to the roadway is crucial – because light trespass is one of the most common citizen complaints and needlessly wastes energy. We will explain this concept to the City and how it translates into photometric performance.
  - <u>Country of Origin</u>: Where a streetlight fixture is made often is an indicator of the product's quality. We will outline this element in our recommendations, and highlight any products made in the US and/or North America.
  - <u>Fixture Flexibility</u>: There are a variety of options, such as dimmable drivers, color temperature, shields, distribution types, available wattage burn options (e.g., to dial up/down the wattage consumed), Smart City and Internet-of-Things (IoT) options, controls, and other adders that need to be considered

when selecting brands and products. We have experience with these elements across a variety of brands and will provide product recommendations that maximize the products' cost-effective flexibility and available options. Further, our team will ensure that the City is aware of the options that might impact its ability to use the required seven-pin receptacle with wireless/smart controls for dimming in the future.

- <u>Product Quality</u>: Our team will focus on quality brands and products that have Design Lights Consortium (DLC) listings, high quantities of installations throughout the nation, and superb brand reputation (including proven longevity and a history of high-quality streetlight manufacturing including pre-LED technologies).
- <u>Cost</u>: We are cognizant that taxpayer dollars are invested in municipal streetlight projects and thus strive to recommend products that are the most cost-effective as possible. We will consider cost of the products as a parameter in our recommendations to the City, as well as the long-term lifetime costs and savings of each recommendation (as some fixtures may have a slightly higher upfront cost but will last longer and are also more efficient and thus save far more than a less expensive fixture over the lifetime of the fixture).
- <u>Historical Performance & Longevity</u>: Our team will ensure that the product options include reputable manufacturers with longevity in the market and will provide information to the City about how long the manufacturer has been operating, its financial strength, and how tested and proven its products are. This will reduce warranty risks and confirm quality of the products.

Our approach to product education and eventual technology selection and procurement is rooted in the initial needs assessment. We work with the City each step of the way to ensure that the choice is in its best interests. This includes providing a list of questions that the City should ask, as well as walking the City through each option and the pros and cons. Further, given our team's extensive experience, we can also provide other municipal contacts from completed installations with a variety of product brands for the City to contact if it has



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any specific questions about in-field performance. It is because of this that our approach not only helps the City make a decision, but specifically guides the City to make a decision that is informed based on a variety of important factors.

#### **Replacement Plan**

Our approach to comprehensive design typically includes the following elements:

- Applying standard LED replacement wattage recommendations based on the location of each existing HPS fixture.
- Addressing distribution pattern needs for the specific roadway types and neighborhood characteristics (such as cul-de-sac locations) and shielding needs to ensure a tight light distribution pattern and minimize backlighting.
- Conferring with the City's safety coordinators and police officers to solicit feedback on areas that are currently over- or under-lit and are high crime or public safety concerns.
- Incorporating photometrics (from Task 3) into the recommendations.
- Reviewing and incorporating the City's luminance standards.
- Reviewing additional data sets (upon request and only if there is readily available data) to identify potential areas in need of special consideration (such as available data on important localized land uses (e.g., parks, schools, hospitals, etc.), pedestrian, vehicle use and crash data, relative volumes of pedestrian and bicycle activity, unique neighborhood characteristics) and incorporating the analysis of the additional data into the design recommendations.
- Selecting appropriate wattages and distribution types for replacement fixtures to meet the City's needs, while maintaining the objective of providing a simplified design that standardizes inventory (so that the system has consistency and can be more easily maintained over time).
- Applying the City's preferred products, typical models and special considerations to its GIS inventory to produce an interactive web map of the type and wattages by location
- Developing an analysis comparing energy consumption and fixture longevity between existing and recommended luminaires
- Developing energy (kWh) maintenance, and Greenhouse Gas (GHG) savings models, as well as the total cost, incentives, savings, and payback for the potential retrofit design to ensure results and cost-effectiveness of project options.
- Presenting the options and total cost/incentives/savings/payback to the City and obtain its final approval on design.

The overall benefits to our design approach include:



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### Benefits to our Design Approach

<u>Standardization</u> – The City is ensured that there is a consistent design method resulting in wattage continuity on its streets. Standardization also leads to a reduction in the variety of fixtures that the City must keep in its inventory

<u>Safety</u> – Based on the most updated field conditions, the City can be assured that the design matches the system's current needs and results in improved public safety from streets no longer being underor over-lit

<u>Efficiency</u> – The process takes a very thorough approach by examining all relevant field factors and thereby maximizes the available savings by utilizing the most efficient design, while meeting light output needs

<u>Streamlined Installation</u> – The process allows for the development of a detailed scope of work (via a map of all replacements) by fixture for the installers to follow in the field – which enables proactive and efficient inventory tracking, route planning, and materials preparation at the start of each work day during the installation phase

Lead staff involved with this task include:

- Maeve Hanafin, Senior Project Associate Primary Project Contact
- Jason Tanko, Chief Executive Officer
- Nicole Kelner, Vice President of Operations
- Natalie Bartel, Project Associate
- Rebecca Rodriguez, Data Program Manager

#### **Deliverables:**

- <u>Recommended Product Submittals</u>: Technical specification submittal sheets for recommended products.
- Replacement Plan Maps: City-wide maps with recommended LED replacement wattages for the City to review and approve.
- <u>Replacement Plan Report</u>: An analysis of the energy consumption, longevity, costs, savings and payback for the replacement design.

# WORK PLAN/PROJECT SCHEDULE

List all tasks, major project milestones, approximate number of weeks to complete each task and anticipated completion timeframe upon receiving the Notice to Proceed.

Please find our preliminary project schedule below. Note that we assumed the City has approximately 9,000 streetlight fixtures that would be part of this project. Upon award, we will work with the City to determine a final project schedule, based on confirmation of quantities and details (including whether or not decorative fixtures will be involved in the scope of work).

Preliminary Project Schedule:			Month					
Task	Estimated Task Duration	Estimated Task Duration 1 2 3		4	5	6		
GIS Audit	4 - 6 weeks (once City provides all requested data)							
Data Reconciliation	2 - 3 months							
Photometric Analysis	2 - 3 months						1	
Replacement Design	1 - 2 months					<u> 무</u> 나 가 관계		

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# **RELATED EXPERIENCE AND REFERENCES**

#### References

*List similar projects completed by the project manager with a listing of at least three (3) references with current phone numbers and email addresses.* Please find a sample of Tanko Lighting's references below. Please find a full list of our projects and letters of reference in Appendix A.

#### City of Tustin, CA

Stacey Cueva, Public Works Manager 714-573-3037 SCuevas@tustinca.org 300 Centennial Way, Tustin CA 92780 <u>Description of Services</u>: Tanko Lighting provided audit, data reconciliation, feasibility analysis, and ownership support for the City's LED streetlight conversion project. Tanko Lighting recently substantial completion of the LED conversion on time and on budget.

#### City of Berkeley, CA

Reeve Battle, Engineer (510) 981-6336 RBattle@ci.berkeley.ca.us 1947 Center St # 400, Berkeley, CA 94704 Description of Services, Tanko Lichting provided the C

<u>Description of Services</u>: Tanko Lighting provided the City of Berkeley with turnkey support to implement its comprehensive street light conversion project of

approximately 8,000+ cobra head and decorative fixtures. Tanko Lighting provided project management support, engineering services (including a comprehensive neighborhood design process), cost-benefit analysis of various technologies, field light measurement analyses, GIS field auditing and commissioning, product procurement, environmental disposal/recycling, data reconciliation, installation management, rebate/rate change support, reporting for available State financing, and administrative services.

#### City of Modesto, CA

Jeff Barnes, Manager 209-577-5468 Jbarnes@modestogov.com 1010 Tenth Street, Suite 5300, Modesto, CA 95353 Description of Samisacy, Tanka Lighting provided the Cir

<u>Description of Services</u>: Tanko Lighting provided the City of Modesto with turnkey support to implement its comprehensive street light conversion project of approximately 9,500 fixtures. Tanko Lighting provided project management support, GIS auditing, design, data reconciliation, and administrative services.

#### City of Rancho Cucamonga, CA

Fred Lyn, Utilities Division Manager (909)-477-2740 ext. 4035 Fred.Lyn@CityofRC.us 10500 Civic Center Drive, Rancho Cucamonga, CA 91730 Description of Services: Tanko Lighting provided ownersh

<u>Description of Services</u>: Tanko Lighting provided ownership support, LED turnkey conversion and ongoing maintenance for the City of Rancho Cucamonga's streetlight ownership and LED conversion project of more than 16,000 streetlight fixtures.

#### City of Simi Valley, CA

Brian Gabler, Director of Economic Development/Assistant City Manager 805-583-6701

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"Tanko Lighting did an excellent job for the City of Modesto. They were excellent to work with and the results were also excellent."

Jeff Barnes Traffic Engineer City of Modesto, CA

Our Modesto, CA project.

Our Hopkinton, MA projec

#### BGabler@simivalley.org

2929 Tapo Canyon Road, Simi Valley, CA 93063

<u>Description of Services</u>: Tanko Lighting provided the City of Simi Valley with a turn-key LED streetlight conversion for the City's approximate 8,000 streetlight fixtures. Tanko Lighting's involvement included a comprehensive GIS audit, acquisition support, data reconciliation, design, materials procurement, installation coordination, commissioning, rebate/rate change submissions, project management support, and ongoing maintenance services support.

#### City of Santa Clarita, CA

Kevin Tonoian, Special Districts Manager (661) 290-2210 ktonoian@santa-clarita.com 23920 Valencia Blvd #120, Valencia, CA 91355 <u>Description of Services</u>: Tanko Lighting provided acquisition support, LED turnkey conversion and ongoing maintenance for the City of Santa Clarita's streetlight acquisition and LED conversion project of more

than 16,000 streetlight fixtures.

#### City of Chino Hills, CA

Jarrod Manuel, Facilities Maintenance Supervisor Public Works Department (909) 364-2793 jmanuel@chinohills.org 14000 City Center Drive, Chino Hills, CA 91709 <u>Description of Services</u>: Tanko Lighting provided audit,

data reconciliation, feasibility analysis, acquisition support, procurement, installation management, commissioning, and rebate/rate changes for the City's LED streetlight conversion project of 4,450 fixtures. Further, we continue to provide ongoing maintenance services for the City.

### Specialized Experience & Technical Competence

Identify specialized experience and technical competence available in the firm and/or subcontractor consultants identified as participating in the Project. **Our Purpose:** Tanko Lighting enhances municipal communities through the detailed implementation of energy efficient streetlighting, dynamic GIS data, and Smart City technologies. Our expertise in municipal energy strategies allows us to remove barriers, create advancements, and shape the future of municipalities and their residents.

**Our History:** For more than 18 years – since 2003, Tanko Streetlighting, Inc. ("Tanko Lighting") has assisted municipalities with their streetlighting needs and is a national firm solely focused on providing professional services for turn-key municipal streetlighting projects. In our early days, we focused on re-manufacturing High Pressure Sodium (HPS) fixtures, providing a cost-effective waste diversion strategy by rebuilding existing fixtures to be re-deployed back into the field. This kept costs low and was a better option for clients than buying new streetlights. However, with the advent of Light Emitting Diode (LED) technology, we realized that we could no longer compete with commodity-priced and energy efficient LED streetlight fixtures. Thus, in 2011, we shifted our business model to focus on services to help municipalities comprehensively upgrade their streetlight systems to the most energy efficient options. Our evolution demonstrates three notable elements about our company:



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"The project was completed without a hitch and we've had zero complaints to date. The best project I've been responsible for."

David Daltorio, PE Town Engineer/Facilities Director MAPC Project - Town of Hopkinton, MA

- 1. Our technical knowledge. Our history as a streetlight manufacturer means that we have a thorough understanding of the technical components of a streetlight system. We know what quality looks like, as well as how a streetlight system operates over time and the challenges and needs of an ongoing streetlight infrastructure.
- Our agility. We are a nimble organization. Our agility serves us not only in our company's successful evolution of its business model but on an ongoing basis because we are a learning organization that is constantly evaluating our processes and striving to perfect them.
- 3. Our passion. It may be a strange passion, but streetlighting is what drives us to the point that, rather than shutter our doors years ago when faced with the sunset of our original business model, we pivoted to a new model that continued to foster our core competency and interest our passion for streetlighting. This passion translates into our focus on ensuring that projects are done well.

**Our Qualifications:** As a municipal streetlighting expert, Tanko Lighting is uniquely qualified to assist the City with this project. Our firm's certifications include electrical contractor licenses in the States of California (C-10 License Number 992782) and Arizona. Additionally, we are a Certified Contractor by the Commonwealth of Massachusetts' Division of Capital Management and Maintenance (DCAMM), a Qualified Vendor with the Connecticut Conference of Municipalities, a registered Energy Services Company (ESCO) with the United States Department of Energy, and a registered Small Business Entity with the Small Business Administration.

Please find several elements demonstrating our firm's capabilities to accomplish this project below:

Municipal Streetlight Experience: We are solely dedicated to municipal streetlighting projects - with an entire staff exclusively focused on such projects. As such, we have a large portfolio of active municipal streetlight projects, have previously been or are currently involved with the energy efficiency conversion of more than 591,000 streetlights throughout the nation, and are actively developing projects for an additional 550,000+ streetlight fixtures. Additionally, our work spans more than twenty-three states, and fifty-five utilities. Our company's sole focus on streetlighting distinguishes it from others, which focus on diverse measures and renders them generalists, while we are streetlight specialists. Finally, our expertise has been forged by diverse project types - including various sized projects (ranging from as large as 38,000+ fixtures to as few as 49 fixtures), as well as incredibly complex projects, derived from such factors as square mileage/area, complicated data, inconsistent existing design, and complex scopes of work.



Tanko Lighting's office – where streetlighting is integrated into the fabric of everything we do.

- **Technical Knowledge:** Tanko Lighting has significant technical expertise centered on municipal streetlighting infrastructure. Led by an electrical engineer and licensed electrical contractor, Jason Tanko (Chief Executive Officer), our team understands the field conditions and system constraints that are often involved with municipal streetlighting projects. This enables the team to accurately design projects to prevent anticipated challenges, as well as quickly respond with streamlined solutions in the event of technical difficulties during a project.
- **Project Management Experience:** Tanko Lighting utilizes the extensive experience and organizational skills of its in-house project managers to develop project timelines and manage schedules. Because of our organizational skills, our projects are completed within the client's required timeline and the company has never paid any liquidated damages to a client for failing to complete a project. Further, it should be noted that our team has never received any "Cure Notices" or other written notices regarding poor/unsatisfactory performance.
- National/Regional Context: Tanko Lighting's broad experience with feasibility, and design and implementation of streetlight projects provides tremendous national context that will benefit the City by ensuring that the project is consistent with industry

### **Tanko**Lighting

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standards during each phase of the project. We have also been involved in similar projects with several municipalities in the region, including for the Cities of Hayward, Napa, Sonoma, Berkeley, Vallejo, Alameda, Oakland, Sunnyvale, and Santa Clara, CA.

Audit and Data Management Experience: We are likely the only proposer with in-house GIS auditors and analysts. We utilize a methodical, data-driven approach to inform the planning of each project phase. Our team of in-house Geographic Information Systems (GIS) data analysts work hand-in-hand with project managers to provide data deliverables throughout the course of the project. From the moment our experienced data collection auditor specialists set foot in the field, we provide an interactive online map and dashboard reporting the audit progress in real-time. By making this process transparent from the outset, multiple stakeholders have visibility into exactly what is being collected and when – the same is true throughout the installation of new LED fixtures.

Built from a combination of our technical streetlighting expertise and Esri technology, we have developed tried-and-true data workflows for each phase of a streetlighting project. As the industry standard, Esri's ArcGIS platform and applications allow us to provide data products in familiar, compatible data formats the City chooses (options include Geodatabases, Shapefiles, Spreadsheets, etc.). This is beneficial to City staff, as the data will be compatible and familiar, thus making working with the information easier.

In the field, our staff uses Esri's Survey 123 and Collector applications with a custom proprietary data dictionary that optimizes spatial accuracy, data collection time, and accurate attribute values at each location. Our data collection specialists have accurately collected data on hundreds of thousands of streetlight fixtures – ensuring that the City's audit will be conducted by highly qualified professionals with tremendous field experience.

"Most notably, their responsiveness and customer service to go above and beyond the regular call of duty was very important to a community our size with almost 1,800 street lights. They worked as a team to answer all questions and directives in a very efficient and swift manner. Any project of these sorts has many hurdles during installation and Tanko and their staff triaged every hurdle with professionalism and accuracy every time. We truly felt like they were a member of our own staff and always looking out for our best interests, as we all the taxpayers of the community."

Jamie Hellen Deputy Town Administrator Town of Franklin, MA

As a result, our projects are well-designed, streamlined, accurate, efficient, and cost effective.

**Data Reconciliation Expertise:** Reconciling the initial data with existing City and utility records is critical to providing an accurate final existing inventory. In our experience, most initial utility inventory records are highly inaccurate, which can lead to overstating or understating the quantity of existing assets. In countless projects, our team has demonstrated its ability to reconcile audit data, as well as provide substantiated evidence to utility companies when field conditions vary from initial utility-provided inventory records. Further, identifying billing discrepancies through the data reconciliation process also can save the City additional costs.

Design Experience: Any consultant can select streetlight fixtures from a catalog, but only an expert can walk the City through its specific nuances and existing field conditions. This expertise is translated into a customized design and approach to standards, while keeping overall inventory variations in check. As a streetlight design expert, our firm is equipped to provide a comprehensive approach to the design process. Because of our nationwide experience, we have tremendous context from which to base our LED design recommendations. We are product neutral and have worked with all the major LED streetlight manufacturers, including cobra head, as well as decorative products. Yet, we do not merely rely on manufacturers for information related to design but have the knowledge and skills to interpret how manufacturer data impacts a client's needs. We run our own photometric studies and layouts. We utilize industry guidelines (including Illuminating Engineering Society (IES) RP-8-18 guidelines), which form the basis of design. Additionally, our team obtains client feedback (from such stakeholders as safety coordinators and police officers), considers areas of concern that are currently over or under-lit, and applies customized solutions to these locations so that a municipality's project results in a comprehensive re-design that improves public safety and meets the needs of the current community. We appeal to the traditional aesthetics of municipalities' decorative fixtures by utilizing a custom design approach for these specific fixture types, including unique designs for retrofit kits (which preserve aesthetics, improve light quality, and significantly reduce costs over entire replacement fixtures). We believe that customized approaches to design are integral to successful projects, so our team places significant focus on this critical process. This is in contrast with other firms, which often apply a cookie-cutter approach to design that oversimplifies areas that are currently being over or under-lit.



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**Smart Cities Expertise:** While the City didn't specifically indicate in its RFQ that it was interested in incorporating controls or Smart City features into this project, it is important to note that we have extensive experience with these options and can provide guidance should the City be interested.

Smart controls can offer many benefits to cities, including asset management, increased fixture life (due to dimming), and more control over the streetlight system. They are not always the correct choice for each community, however. This is often due to the fact that the controls industry is rapidly evolving, and it is sometimes challenging to find stable companies with quality products that can provide long-term support for their product services. Thus, our project managers routinely discuss control options with each client to see if it is the right move for each community.

To date, our team has managed the installation, networking, and functionality of seventeen streetlighting projects with smart controls systems from a variety of manufacturers (see Figure 4 for more details) – which totaled

Project	Installed Controls	Controls Brand	Year Installed	
Rancho Cucamonga	1,230	Echelon	2017	
Leominster, MA	3,500	Echelon	2017	
Ayer, MA	500	Cimcon	2018	
Weymouth, MA	4,000	Cimcon	2019	
Medford, MA	4,900	Cimcon	2019	
Clinton, MA	830	Cimcon	2019	
Manchester-By-The Sea,	450	Cimcon	2019	
MA				
Dracut, MA	1,500	Cimcon	2018	
Sunnyvale, CA	5,750	Echelon	2018	
Kaua'i, HI	3,700	GE LightGrid	2017	
Corona, CA	11,600	GE LightGrid	2018	
Saugus, MA	2,700	Cimcon	2020	
Spencer, MA	770	Cimcon	2020	
Billerica, MA	65	Cimcon	2020	
Bridgewater, MA	1,175	Cimcon	2020	
Grafton, MA	780	Cimcon	2020	
Lawrence Berkeley	300	Osram	2021 (pending)	
National Laboratory,				
Berkeley, CA				

#### Figure 4: Examples of our projects involving controls.

43,700 controls. We have also completed additional projects with a variety of other smart controls on the streetlight system, such as roadway temperature monitor systems (Spencer, MA, and Saugus, MA), air quality sensors (Saugus, MA), noise level sensors (Saugus, MA), and traffic analytics (Grafton, MA). Our team feels confident that it can help the City make an informed decision about whether controls are right for it, and if so, which manufacturer(s) offers the benefits the community needs, as well as how best to implement the technology.

It should be noted that we always integrate future-proofing capabilities into the product recommendation options we provide to all our clients. Ensuring that fixtures include seven-pin photocell receptacles as a standard feature is just one of the ways in which we ready our clients for future features. As such, we will work with the City during the Project Development phase to confirm the approach to future proofing for this project.

- **Financial Analysis Expertise:** Tanko Lighting has conducted hundreds of financial analyses for public agencies nationwide, representing thousands of fixtures, to ascertain the value of converting to energy efficient streetlight systems. Leveraging our team's vast industry knowledge to accurately estimate relevant costs and savings to provide the most accurate energy and CO2 savings estimates and integrating the information into the implementation phase of a project is a one of our company's core competencies.
- Financing Support Experience: Tanko Lighting has worked on numerous contracts in which it facilitated project financing for municipal streetlighting projects, including both public and private financing. Our team has assisted municipalities by providing an investment grade audit, determining project costs, life cycle costs, savings models, grant options and payback schedules, as well as directly coordinating with the financing entity and the municipality, providing documentation, and reporting about project progress to the financing entity. Our team facilitates private financing through third party entities (such as Graybar Financial Services, GE Government Finance, TCF Equipment Financing, and Banc of America Public Capital Corp), which typically offer low-interest, financing that includes all costs related to the project, which are repaid through the project's savings. It should be noted that our team is neutral when it comes to financing options we have nothing to gain from any of the partners or offers that we help to facilitate which means that our company has no ulterior motives.





**Materials Procurement Experience:** Most of our projects require us to directly procure materials. Our data management streamlines this process by providing precise records of locations for which to procure material, which minimizes costly ordering mistakes. Further, we stage our order releases for just-in-time shipping that matches the pace of installation, so as to minimize the needs for significant material storage. Finally, we routinely ship materials directly to our installers, which minimizes shipping delays.

- Installation Management Expertise: Our team is highly aware of its core competencies. We retain the essential project activities (such as design, engineering, data collection/reconciliation, product procurement and project management) in-house to ensure that the project is run cost-effectively, efficiently and successfully. We also practice selective subcontracting, in that we source out limited key project activities (such as installation) to qualified (e.g., a stellar reputation and stable bonding capacity), licensed streetlight experts local to the project to obtain competitive pricing and prevent the project from accruing unnecessary costs and change orders. Further, selective subcontracting allows our firm the flexibility to obtain additional installation resources as needed, and allows the City to invest in the local economy and leverage local expertise by including local subcontractors in the project. We are experts at tracking installer progress and provide precise installation maps, as well as GPS devices that automatically date/time stamps each location to installers and require them to collect data at every location. We also manage the punch list phase and ensure that installers properly dispose of/recycle take-down materials by requiring disposal documentation at the end of the installation.
- Incentives/Tariff Experience: The majority of our projects are eligible for utility or other incentive programs, as well as tariff changes to LED rates with the utility. As such, we have worked with dozens of utilities, non-profit and government programs throughout the nation to submit incentive applications and tariff changes. We understand how important an incentives and tariff changes can be for a project, in that they dramatically impact the project payback. By meticulously auditing and designing projects using qualified products with the highest efficiency levels, our team has maximized our clients' rebate payments and savings from tariff changes.
- Accessibility: As a mid-sized firm, Tanko Lighting provides its municipal clients with all the necessary resources to successfully accomplish complex streetlighting projects – without the challenges of a large, bureaucratic firm. This enables every



client to receive personal attention, with a primary point of contact (the Project Manager) providing superior customer service through responsiveness, accessibility, and the agility to create expedited decisions and solutions leading to effective results. Further, our firm's size enables all clients to have direct access to the company's Chief Executive Officer, Jason Tanko, at any point during the project – which results in clients having an industry expert available at their fingertips.

**Our Successes:** Our success lies in our unique passion for streetlighting, which translates into a drive to ensure that projects are successfully completed. We are tremendously aware of how critical client satisfaction is to our success. Thus, we strive to make every client an enthusiastic reference for future work. Clients are receptive to this drive, to the point that they frequently recommend us to other municipalities. Please find a full list of our projects and letters of recommendation in Appendix A. A few of our regional successes include:

City of Alameda, CA: We provided the City of Alameda with a comprehensive, turn-key project comprised of an audit of existing
inventory, data reconciliation, design, materials procurement, installation management, commissioning, rebate/rate changes, and
final reporting for the LED conversion of the City's ~3,200 streetlight fixtures.



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- City of Napa, CA: We provided the City of Napa with a comprehensive, turn-key project comprised of an audit of existing inventory, data reconciliation, design, materials procurement, installation management, commissioning, rebate/rate changes, and final reporting for the LED conversion of the City's ~4,779 streetlight fixtures.
- City of Sonoma, CA: We provided the City of Sonoma with a comprehensive, turn-key project comprised of an audit of existing
  inventory, data reconciliation, design, materials procurement, installation management, commissioning, rebate/rate changes, and
  final reporting for the LED conversion of the City's ~1,144 streetlight fixtures.
- City of Sunnyvale, CA: We provided the City of Sunnyvale with a comprehensive, turn-key project comprised of an audit of existing
  inventory, data reconciliation, design, materials procurement, installation management, commissioning, rebate/rate changes, and
  final reporting for the LED conversion of the City's ~6,400 streetlight fixtures.

## **ESTIMATED PROJECT BUDGET**

Estimated costs for each task or phase listed in the scope of work. The budget should contain all cost assumptions including the number of hours for each team member, hourly billing rates, estimated costs of other items (travel, printing, etc.), subtotal of fees by task and a grand total (labor and direct costs) to complete the scope of work.

Please find our estimated project budget below.

Estimated Project Budget				
Task	Per Unit Cost	Estimated Quantities	Extended Price	
GIS Audit	\$12.00 per fixture	9500	\$	114,000.00
Data Reconciliation	\$6.00 per fixture	9500	\$	57,000.00
Photometric Analysis	\$15,000 lump sum	1	\$	15,000.00
Replacement Design - Cobra Head Fixtures	\$8.00 per fixture	9,000	\$	72,000.00
Replacement Design - Decorative Fixtures	\$16.00 per fixture	500	\$	8,000.00
		Subtotal	\$	266,000.00
Contigency (@ 10% of Subtotal)				26,600.00
		Total	\$	292,600.00

Please note the following about our project budget:

- The City indicated during the question and answer process that we did not have to provide hourly rates but could provide alternate pricing models for this response. Thus, we included unit prices for all tasks except for the Photometric Analysis, which we priced as a lump sum.
- Proposed Pricing Terms: For the GIS Audit and Data Reconciliation, we will invoice the City on a monthly basis based on the quantity
  of fixtures audited each month. For the Photometric Analysis and Replacement Design, we will invoice the City upon submission of
  the deliverables for those tasks.
- We assumed the City has approximately 9,000 cobra head streetlight fixtures, as well as an additional quantity (possibly 500) decorative streetlight fixtures that would be part of this project.
- We excluded confirmation of voltage from our audit data collection, per the City's response to our questions.

### **AVAILABILITY**

Identify a window of time indicating availability to start the project. The selected firm will be required to enter into a written contract with the City of Antioch in a form approved by the City Attorney. It is expected that work will commence upon award of contract. Our team has the availability to commence this project upon receipt of the executed contract with the City.



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## **CITY'S CONSULTANT CONTRACT**

Identify any sections of the City's standard consultant contract Attachment "A") that pose significant concerns and would require negotiation/modification in order to be acceptable to consultant.

We did not find any sections of the City's standard consultant contract (Attachment A) that posed significant concerns nor would require negotiation/modification in order to be acceptable to our firm.

### **APPENDICES**

**Appendix A: Projects List & Letters of Recommendation** 



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# **Tanko**Lighting

### Appendix A

### **Nationwide Experience**



### **States Contracts Fixtures**

Arizona Arkansas	1 1	40,000 16	Proven Process
California	55	264,442	
Colorado	7	6,883	
Connecticut	32	62,984	Sole Focus on
Florida	1	900	Municipal Streetlighting
Hawaii	1	3,500	
Illinois	1	1,800	
Maine	2	840	
Massachusetts	47	78,927	
Michigan	1	3,300	192,000+ Streetlights
Missouri	2	6,613	Acquired
Montana	1	6,000	1800
Nebraska	4	4,341	
New Hampshire	4	803	
New York	6	42,765	
Ohio	4	36,359	45,000+ Fixtures
Tennessee	2	3,349	Maintained
Texas	4	21,238	
Washington	1	7,000	

# **TankoLighting**

### **Appendix A**

# California

Total Project Fixtures: 2		264,442	Contract Total: 55	
Municipality	Туре	Fixture Count	Scope of Work	
Alameda, CA	Municipal Utility	3,200	Turnkey LED Conversion	
3akersfield, CA	City	3,000	Turnkey Decorative LED Conversion	
Baldwin Park, CA	City	450	Turnkey LED Conversion	
Bell, CA	City	1,600	Turnkey LED Conversion & Maintenance	
Berkeley, CA (Project 1)	City	8,000	Turnkey LED Conversion	
Berkeley, CA (Project 2)	City	3,200	Pole Inspection/Condition Assessment	
Chino Hills, CA (Project 1)	City	4,450	Turnkey LED Conversion & Maintenance	
Chino Hills, CA (Project 2)	City	1,200	Ownership Support	
Claremont, CA	City	1,300	Turnkey LED Conversion	
Coalinga, CA (Project 1)	City	N/A	Feasibility Analysis	
Coalinga, CA (Project 2)	City	750	Ownership Support	
Corona, CA	City	8,700	Material Procurement, Installation (Fixtures & Controls), and Rebate/Rate Change	
Corte Madera, CA	Town	756	Turnkey LED Conversion	
Cupertino, CA	City	3,000	Design Assistance and Replacement Fixtures	
Fresno, CA	City	360	LED Streetlight Material and Install	
ullerton, CA	City	6,600	Turnkey LED Conversion & Maintenance	
Glendora, CA	City	2,500	Ownership Support	
Goleta, CA	City	1,575	Turnkey LED Conversion & Maintenance	
layward, CA	City	7,700	Turnkey LED Conversion	
a Puente, CA	City	2,100	Turnkey LED Conversion & Maintenance	
a Verne, CA	City	2,500	Audit, Data Reconciliation, Design, Feasibility Analysis and Ownership Support	
awrence Berkeley National Laboratory Project 1)	Lab	1,400	Audit, Data Reconciliation, Specifications Development, Controls Installation (30 fixtures)	
awrence Berkeley National Laboratory Project 2)	Lab	300	Exterior Fixture LED Conversion and Controls Installation	
_odi, CA	Municipal Utility	7,200	Turnkey LED Conversion	
Modesto, CA	Municipal Utility	9,000	Turnkey LED Conversion	
Morgan Hill, CA	City	2,500	Turnkey LED Conversion	
Mountain View, CA	City	3,000	Design Assistance, and LED Replacement Streetlight Fixtures	
Vapa, CA	City	4,500	Turnkey LED Conversion	
Dakland, CA (Project 1)	City		Audit, Commissioning, Data Reconciliation	
Dakland, CA (Project 2)	City	526	Turnkey LED Conversion	
Drange, CA	City		Feasibility Analysis	
Pico Rivera, CA	City	4,500	Turnkey LED Conversion & Maintenance	
Pleasanton, CA	City		Inventory Audit, Data Reconciliation, Design, and Project Management Services	
Poway, CA	City	3,600	Turnkey LED Conversion	
Rancho Cordova, CA	City		Turnkey LED Conversion	
Rancho Cucamonga, CA	City		Turnkey LED Conversion & Maintenance	
an Bruno, CA	City		Turnkey LED Conversion	
anta Ana, CA	City		Audit, Design, Data Reconciliation, Ownership Support	
anta Clara, CA	Municipal Utility	3,000	Turnkey LED Conversion	
anta Clarita, CA	City		Pole Inspection, Turnkey LED Conversion, and Maintenance Services	
anta Cruz, CA	City		Ownership Support	
anta Fe Springs, CA	City	6,500	LED Pilot Installation, Finanacial and Feasibility Analysis	
ignal Hill, CA	City		Audit, Data Reconciliation, Design, Feasibility Analysis and Ownership Support	
imi Valley, CA	City		Turnkey LED Conversion & Maintenance	
onoma, CA	City		Turnkey LED Conversion	
itanton, CA	City		Turnkey LED Conversion	
unnyvale, CA	City		Turnkey LED Conversion	
housand Oaks, CA	City		Ownership Support and Smart City Feasibility Analysis	
ustin, CA (Project 1)	City		Turnkey LED Conversion	
ustin, CA (Project 2)	City		Ownership Support	
/acaville, CA	City	3,980	Inventory Audit, Data Reconciliation, and Design Services	
/allejo, CA	City		Turnkey LED Conversion	
/entura, CA	City		Ownership Support	
/ista, CA	City		Turnkey LED Conversion	
			Audit, Data Reconciliation, Feasibility Analysis, Pilot Installations, Distribution Pole Ownership Assistance, Maintenance	
Vest Hollywood, CA	City	2,500		

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### **Appendix A**

### Colorado

Total Project Fixtures:		6,883	Contract Total: 7	
Municipality	Туре	Fixture Count	Scope of Work	
Centennial, CO	City	2,953	Ownership Support	
Erie, CO (Project 1)	Town	N/A	Feasibility Analysis	
Erie, CO (Project 2)	Town	1,827	Audit & Data Reconciliation	
Erie, CO (Project 3)	Town	1,827	Ownership Support	
Louisville, CO	City	125	Ownership Support, Feasibility Analysis, Decorative LED Design, Audit, Data Reconciliation	
Windsor, CO (Project 1)	Town	1,978	Feasibility Analysis	
Windsor, CO (Project 2)	Town	1,978	Audit, Data Reconciliation, and Ownership Support	

## Connecticut

Total Project Fixture	es:	62,984	Contract Total: 32
Municipality	Туре	Fixture Count	Scope of Work
Berlin, CT	Town	2,537	Turnkey LED Conversion & Maintenance
Bristol, CT	Town	5,500	Turnkey LED Conversion
Chester, CT	Town	313	Turnkey LED Conversion & Maintenance
Darien, CT	Town	843	Turnkey LED Conversion & Maintenance
East Lyme, CT	Town	1,498	Turnkey LED Conversion & Maintenance
Farmington, CT	Town	1,728	Turnkey LED Conversion & Maintenance
Gales Ferry, CT	Town	87	Turnkey LED Conversion
Glastonbury, CT	Town	1,000	Turnkey LED Conversion
Granby, CT	Town	157	Turnkey LED Conversion & Maintenance
Groton Utilities, CT	Municipal Utility	2,256	Turnkey LED Conversion
Groton, CT	Town	1,550	Turnkey LED Conversion & Maintenance
Jewett City, CT	Borough	220	Turnkey LED Conversion
Ledyard, CT	Town	292	Turnkey LED Conversion
Mansfield, CT	Town	800	Turnkey LED Conversion & Maintenance
Meriden, CT	City	4,799	Turnkey LED Conversion & Maintenance
Middlefield, CT	Town	351	Turnkey LED Conversion & Maintenance
Middletown, CT	City	5,080	Turnkey LED Conversion
Montville, CT	Town	1,777	Turnkey LED Conversion & Maintenance
New London, CT	City	2,516	Turnkey LED Conversion
Norwich, CT	Municipal Utility	5,049	Turnkey LED Conversion
Old Lyme, CT	Town	396	Turnkey LED Conversion & Maintenance
Putnam (Spc District), CT	Town	858	Audit, Data Reconciliation
Rocky Hill, CT	Town	1,683	Audit, Data Reconciliation
South Norwalk Electric & Water, CT	Municipal Utility	1,116	Turnkey LED Conversion
Sterling, CT	Town	75	Turnkey LED Conversion
Stonington, CT	Town	1,700	Ownership Support, Turnkey LED Conversion
Suffield, CT	Town	680	Full Turnkey LED Conversion
Vernon, CT	Town	1,669	Turnkey LED Conversion & Maintenance
Waterbury, CT	City	7,250	Audit, Data Reconciliation, Design, Rebate/Rate Changes
Waterford, CT	City	1,976	Full Turnkey LED Conversion
West Hartford, CT	Town	6,500	Full Turnkey LED Conversion
Wolcott, CT	Town	728	Turnkey LED Conversion & Maintenance

## Maine

Total Project Fixtures:		840	Contract Total: 2	
Municipality	Туре	Fixture Count	Scope of Work	
Brewer, ME	City	600	Turnkey LED Conversion	
Orono, ME	Town	240	Turnkey LED Conversion	

## Massachusetts

Total Project Fixt	ures:	78,927	Contract Total: 47	
Municipality	Туре	Fixture Count	Scope of Work	
Andover, MA	Town	1,564	Turnkey LED Conversion	
Ayer, MA	Town	520	Turnkey LED Conversion & Controls	
Billerica, MA	Town	2,600	Turnkey LED Conversion	
Boston, MA	City	4,000	Audit, Data Reconciliation of Decorative Fixtures	
Bridgewater, MA	Town	1,286	Turnkey LED Conversion	
Burlington, MA	City	2,400	Turnkey LED Conversion	
Clinton, MA	Town	923	Turnkey LED Conversion	
Palton, MA	Town	740	Turnkey LED Conversion	
Pracut, MA	Town	1,555	Turnkey LED Conversion	
oudley, MA	Town	600	Turnkey LED Conversion	
rving, MA	Town	163	Turnkey LED Conversion	
verett, MA	City	2,965	Turnkey LED Conversion	
ranklin, MA	Town	1,648	Turnkey LED Conversion	
ardner, MA	City	1,532	Turnkey LED Conversion	
anover, MA	Town	505	Turnkey LED Conversion	
opkinton, MA	Town	563	Turnkey LED Conversion	
eominster, MA	City	3,637	Turnkey LED Conversion & Controls	
exington, MA	Town	2,700	Turnkey LED Conversion	
ongmeadow, MA	Town	1,500	Turnkey LED Conversion	
owell, MA	City	7,000	Turnkey LED Conversion	
lalden, MA	City	3,694	Turnkey LED Conversion	
lanchester-by-the-Sea, MA	Town		Turnkey LED Conversion	
larion, MA	City	350	Turnkey LED Conversion	
ledford, MA	City		Turnkey LED Conversion	
lillis, MA	Town	436	Turnkey LED Conversion	
ahant, MA	Town		Turnkey LED Conversion	
ewbury, MA	Town		Turnkey LED Conversion	
orth Andover, MA	Town		Turnkey LED Conversion	
orthbridge, MA	Town	1,181	Turnkey LED Conversion	
xford, MA	Town	945	Turnkey LED Conversion	
almer, MA	Town	902	Turnkey LED Conversion, Controls, Maintenance	
augus, MA	Town	2,850	Turnkey LED Conversion	
haron, MA	Town		Turnkey LED Conversion	
pmerville, MA	City		Audit, Design/Installation Management	
pencer, MA	Town		Turnkey LED Conversion	
Jdbury, MA	Town		Turnkey LED Conversion	
/are, MA	Town		Turnkey LED Conversion & Maintenance	
/arren, MA	Town		Turnkey LED Conversion & Maintenance	
/atertown, MA	City		Turnkey LED Conversion	
atertown, MA /ayland, MA	Town	785	Turnkey LED Conversion	
ebster, MA	Town		Turnkey LED Conversion	
estfield Electric MUNI Utility, MA	Municipal Utility		Design and Photometrics	
/estport, MA	Town		Turnkey LED Conversion	
/estport, MA	Town		Turnkey LED Conversion Turnkey LED Conversion & Controls	
/illiamstown, MA	Town		Turnkey LED Conversion & Controls	
Viniamstown, MA Vinchendon, MA	Town		Turnkey LED Conversion	
Vinchester, MA	Town		Turnkey LED Conversion	

# Missouri

Total Project Fixtures:		6,613	Contract Total: 2	
Municipality	Туре	Fixture Count	Scope of Work	
Ballwin, MO	City	2,113	Ownership Support	
O'Fallon, MO	City	4,500	Ownership Support	

### **Appendix** A

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### **Appendix A**

## Nebraska

Total Project Fixtures:		4,341	Contract Total: 4	
Municipality	Туре	Fixture Count	Scope of Work	
Aurora, NE	City	200	Audit, Data Reconciliation	
Kearney, NE	City	3,306	Audit, Data Reconciliation	
lowells, NE	Village	200	Audit, Data Reconciliation	
lebraska Public Power District, NE	Municipal Utility	635	Audit, Data Reconciliation, Design	

## **New Hampshire**

Total Project Fixtures:		803	Contract Total: 4		
Municipality	Туре	Fixture Count		Scope of Work	
Goffstown, NH	Town	460	Turnkey LED Conversion		
Jaffrey, NH	Town	151	Turnkey LED Conversion		
Londondery, NH	Town	143	Turnkey LED Conversion		
North Stratford, NH	Town	49	Turnkey LED Conversion	)	

## **New York**

Total Project Fixtures: 4		42,765	Contract Total: 6	
Municipality	Туре	Fixture Count	Scope of Work	
Buffalo, NY	City	33,000	LED Conversion/Ownership Feasibility Analysis	
East Rochester, NY	City	700	Feasibility Analysis	
Geneva, NY	City	1,696	Turnkey LED Conversion	
Gloversville, NY	City	1,243	Feasibility Analysis, Ownership Support, Turnkey LED Conversion	
Hamburg, NY	City	5,193	Audit, Data Reconcilation, Design	
Ogdensburg, NY	City	933	Turnkey LED Conversion	

## Ohio

Total Project Fixtures: 36,		36,359	Contract Total: 4
Municipality	Туре	Fixture Count	Scope of Work
Athens, OH	City	1,100	Audit, Data Reconciliation, Design, Feasibility Analysis, Ownership Support
Cincinnati, OH	City	31,762	Audit, Data Reconciliation, Streetlight Repair Support
Independence, OH	City	1,000	Audit, Data Reconciliation, Design, Ownership Support, Feasibility Analysis
Zanesville, OH	City	2,497	Audit, Data Reconciliation

### Tennessee

Total Project Fixtures:		3,349	Contract Total: 2	
Municipality	Туре	Fixture Count	Scope of Work	
Paris, TN	City	2,541	Turnkey LED Conversion (Subcontractor to Prime)	
Rockwood, TN	City	808	Turnkey LED Conversion (Subcontractor to Prime)	

### **Appendix A**

### **Texas**

Total Project Fixtures:		21,238	Contract Total: 5	an start and a
Municipality	Туре	Fixture Count	Scope of Work	
Corinth, TX	City	898	Ownership and Audit Support	Λ
Grapevine, TX	City	2,700	Audit, Feasibility Analysis	
Keller, TX	City	3,200	Feasibility Analysis	
(illeen, TX	City	4,440	Ownership and Audit Support	
Round Rock, TX	City	10,000	Audit, Data Reconciliation	

## **Various States**

Total Project Fixtures:		62,516	Contract Total: 8
Municipality	Туре	Fixture Count	Scope of Work
Carbondale, IL	City	1,800	Audit and Data Reconciliation
Chelan County Public Utility District, WA	Municipal Utility	7,000	Audit, Data Reconciliation, Design
Gilbert, AR	Town	16	Ownership Support
Kauai Island Utility Cooperative, HI	Municipal Utility	3,500	Turnkey LED Conversion & Controls
Mesa, AZ	City	40,000	Development of Street Light Master Plan
Miami Lakes, FL	City	900	Turnkey LED Conversion
Missoula, MT	City	6,000	Feasibility Analysis
Royal Oak, MI	City	3,300	Audit and Data Reconciliation



(909) 364-2600

14000 City Center Drive Chino Hills, CA 91709

www.chinohills.org

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October 24, 2019

RE: Letter of Reference for Tanko Lighting

To Whom It May Concern,

I am writing to provide a letter of reference for Tanko Streetlighting, Inc. ("Tanko Lighting").

The City of Chino Hills recently opted to acquire its streetlight system from Southern California Edison (SCE) and convert the acquired fixtures to Light Emitting Diode (LED) to realize the benefits of financial savings, increased safety, and oversight that ownership provide.

Tanko Lighting served as our partner, assisting us initially with a GIS-based audit, data reconciliation, acquisition support, design, procurement, installation, rebate/rate changes, and reporting. We found Tanko Lighting's staff to be competent, knowledgeable, accessible, and a tremendous asset in accomplishing our project goals.

Tanko Lighting designed a custom retrofit kit for our decorative pendant fixtures that replaced our existing (low quality) LED retrofits and surpassed the existing retrofits in terms of quality and light distribution. Given this level of expertise, we were thrilled when we subsequently released a bid solicitation for streetlight maintenance services and Tanko Lighting's proposal was selected as the most qualified and cost effective response. We are currently using Tanko Lighting for our maintenance services and find them to be as equally helpful with that scope of work as they were with the LED conversions.

Given our experience with Tanko Lighting, I would highly endorse the firm for any other public agency considering a streetlight LED conversion and maintenance services.

Please feel free to reach out to me directly with any questions.

Regards,

Jarrod Manual **Facilities Maintenance Supervisor** 

City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709 (909) 364-2793 jmanuel@chinohills.org

City Council:

Art Bennett Brian Johsz Ray Marquez Cynthia Moran Peter J. Roger



**CITY OF CLAREMONT** 

1616 Monte Vista Avenue Claremont, CA 91711-2913 FAX (909) 445-7822 www.ci.claremont.ca.us

Director • (909) 399-5432 Trees . (909) 399-5431 Maintenance • (909) 399-5431 Solid Waste . (909) 399-5431

**Community Services Department** 

October 17, 2019

Oak Park Cemetery • (909) 399-5487

RE: Letter of Reference for Tanko Lighting

To Whom It May Concern:

I am writing to provide a letter of reference for Tanko Streetlighting, Inc. ("Tanko Lighting").

The City of Claremont recently opted to acquire its streetlight system from Southern California Edison (SCE) and convert the acquired fixtures to Light Emitting Diode (LED) to realize the benefits of financial savings, increased safety, and oversight that ownership provide.

Tanko Lighting assisted with the initial project development, analyzing acquisition and retrofit costs with anticipated long-term financial savings due to decreased energy usage. This analysis helped to inform our City Council regarding the long-term benefits of acquiring the streetlight system. Once the project was approved, Tanko served as our partner, assisting us with a GIS-based audit, data reconciliation, acquisition support. design, procurement, installation, rebate/rate changes, and reporting. We found Tanko Lighting's staff to be competent, knowledgeable, accessible, and a tremendous asset in accomplishing our project goals.

Before we engaged Tanko Lighting, we completed a first phase LED conversion project for City-owned streetlights. Due to the complexity of facilitating the SCE acquisition, we searched for an experienced partner for the acquisition and conversion project. Tanko Lighting's experience rendered them significantly qualified. As a result, the project was successfully completed.

Given our experience with Tanko Lighting, I would highly endorse the firm for any other public agency considering a streetlight LED conversion.

me directly with any questions Please feel free to reach out to at kmikula@ci.claremont.ca.us.

Regards,

K.M.

Kristin Mikula **Community Services Manager** 



#### CITY OF FULLERTON

Public Works Department – Engineering Division

October 28, 2019

RE: Letter of Reference for Tanko Lighting

To Whom It May Concern,

The City of Fullerton recently decided to convert the streetlight fixtures to Light Emitting Diodes (LED) to realize the benefits of financial savings, increased safety, and oversight that ownership provides. Tanko Lighting served as the City's partner, assisting with a GIS-based audit, data reconciliation, design, procurement, installation, rebate/rate changes and reporting.

Tanko Lighting's staff was competent, knowledgeable, accessible, and a tremendous asset in accomplishing the City's project goals. Tanko was also instrumental in accelerating the installation schedule to ensure that the City received all the available rebates before the program was cancelled.

The City has enjoyed a long 10-year relationship with Tanko, and the quality of service has always been superb. Given its experience with Tanko Lighting, the City highly endorses the firm to any other public agency considering a streetlight LED conversion.

Please feel free to reach out directly with any questions.

Sincerely,

Dana Huffman

Dana Huffman Building and Facilities Supervisor 714.738.6371

R. Hacharan

Rya Hackman Senior Administrative Analyst 714,738.3310



October 28, 2019

#### **RE:** Letter of Reference for Tanko Lighting

To Whom It May Concern:

This letter serves as a letter of reference for Tanko Street lighting, Inc. ("Tanko Lighting").

The City recently opted to acquire its streetlight system from Southern California Edison (SCE) and convert the acquired fixtures to Light Emitting Diode (LED) to realize the benefits of financial savings, increased safety, and oversight that ownership provides.

Tanko Lighting served as our partner, assisting us initially with a GIS-based audit, data reconciliation, acquisition support, design, procurement, installation, rebate/rate changes, reporting, and ongoing maintenance. We found Tanko Lighting's staff to be competent, knowledgeable, accessible, responsive and a tremendous asset in accomplishing our project goals.

Tanko Lighting has been providing maintenance services to the City for more than a year. We have found them to be prompt and attentive to our outage reports and particularly helpful with technical knowledge and practical recommendations for remedies to ongoing in-field matters.

Tanko Lighting is also currently assisting us with streetlight pole replacements by removing old wood poles and updating them with new, concrete poles for long-term stability. This work is particularly complex, but Tanko Lighting has provided consistent communication and support to ensure the successful completion of this phase of the project.

Further, when we needed assistance with a few unique requests – including replacing a distinct decorative fixture outside of City Hall and painting streetlight poles outside a senior center – Tanko Lighting was nimble enough to respond in an effective way.

Given our positive experience with Tanko Lighting, I would highly recommend the firm to other public agencies considering streetlight LED conversion and maintenance services.

Sincerely.

John Di Mario Director of Development Services



### CITY OF LAVERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599 www.cityoflaverne.org

October 17, 2019

RE: Letter of Reference for Tanko Lighting

To Whom It May Concern,

I am writing to provide a letter of reference for Tanko Streetlighting, Inc. ("Tanko Lighting").

The City of La Verne recently opted to acquire its streetlight system from Southern California Edison (SCE) and convert the acquired fixtures to Light Emitting Diode (LED) to realize the benefits of financial savings, increased safety, and oversight that ownership provide.

Tanko Lighting served as our consultant, assisting us with this process from start to finish. Their experience with acquisition and conversion projects enabled them to provide sound advice about even the smallest of details. The work they performed included a GIS based audit, data reconciliation, acquisition support, design, procurement, installation, rebate/rate changes and reporting. We found Tanko Lighting's staff to be competent, knowledgeable, accessible, and a tremendous asset in accomplishing our project goals. Not only did Tanko Lighting complete the cobra head design and installations of this project, but they also assisted us with determining our options for decorative pole replacements and ensured the timely completion of this work.

Given our experience with Tanko Lighting, I would highly endorse the firm for any other public agency considering a streetlight LED conversion and maintenance services.

Please feel free to contact me if you should have any questions. I can be reached Monday through Thursday at 909-596-8741 or via email at <u>dkeesey@cityoflaverne.org</u>.

Sincerely,

Dániel W. Keesey Assistant City Manager/Public Works Director City of La Verne 3660 D St La Verne, CA 91750



General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Parks & Community Services 909/596-8700 Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713 Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737



Katherine Fuentes | Assistant City Manager | PRIME 562-801-4245 | kfuentes@pico-rivera.org

October 17, 2019

RE: Letter of Reference for Tanko Lighting for County of Los Angeles Notice of Request for Proposals for On-Call Light Emitting Diode Streetlight Conversion and Maintenance Services (BRC0000103)

To Whom it May Concern,

I am writing to provide a letter of reference for Tanko Streetlighting, Inc. ("Tanko Lighting"). The City of Pico Rivera is currently utilizing Tanko Lighting as our prime contractor to implement a comprehensive streetlight acquisition, LED conversion, and ongoing maintenance and operations project.

In an effort to prepare for the upcoming street light asset transfer of ownership from Southern California Edison, staff was given direction to release a Streetlight Acquisition, LED Conversion, and Ongoing Operation and Maintenance Request for Proposal (RFP). In January 2019, the City posted the RFP to which Tanko Lighting was one of the respondents. An external panel was organized to help determine the lowest, most responsive and responsible bidder for our needs according to the following evaluation criteria areas: Experience and Qualification; Project Methodology and Schedule; Cost; and, References.

Tanko Lighting is a nationally recognized firm focused solely on providing professional services for turn-key municipal energy efficiency streetlight acquisition and conversion projects. Due to their experience and extraordinary score, Tanko was selected for contract negotiations. Tanko Lighting's scope of work for our project includes assistance for our acquisition of the streetlight fixtures from Southern California Edison (SCE), as well as a comprehensive GIS audit of our existing streetlight inventory, data reconciliation, replacement design, materials procurement, installation management, commissioning, rebate/rate changes, reporting, and ongoing maintenance services.

Tanko Lighting completed the first phase – the comprehensive GIS audit of our existing streetlight inventory – and worked diligently to obtain SCE audit data for the data reconciliation. Upon the completion of the data reconciliation and true up, the City will acquire its system and convert to LED – all with Tanko Lighting's help.

It should also be noted that Tanko Lighting provided alternative maintenance pricing options that proved beneficial to the City for shortterm savings and long-term stability of our soon-to-be-acquired streetlight system.

In short, we are very pleased with Tanko Lighting's approach and execution of our complex project to date and are confident that their continued assistance and involvement will ensure the success of our project. Given our experience with Tanko Lighting, I would highly endorse the firm for any other public agency considering a streetlight LED conversion and maintenance services.

Please feel free to reach out to me directly with any questions.

Regards,

Katherine Fuentes Assistant City Manager

6615 Passons Boulevard | Pico Rivera, CA 90660 | www.poweredbyprime.org | 1-800-GOPRIME

Brent A. Tercero Mayor CITY COUNCIL Gustavo V. Camacho Mayor Pro Tem

. Raul Elias Councilmember

Gregory Salcido Councilmember





#### **CITY OF RANCHO CUCAMONGA**

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

October 30, 2019

#### RE: Letter of Reference for Tanko Lighting

To Whom It May Concern:

The City of Rancho Cucamonga (City) acquired its streetlight system from Southern California Edison (SCE) in 2017 and converted the acquired fixtures to Light Emitting Diode (LED) to realize the benefits of financial savings, increased safety, and oversight that local ownership provided.

Tanko Streetlighting, Inc (Tanko Lighting) served as our partner, assisting us with this process from start to finish. Their experience with acquisition and conversion projects enabled them to provide sound advice about even the smallest of details. The work they performed included an updating of SCE's records with post installation data, acquisition support, procurement, installation, rate changes, reporting, and maintenance services. We found Tanko Lighting's staff to be competent, knowledgeable, accessible, and a tremendous asset in accomplishing our project goals.

It is important to note that we were one of the very first public agencies to acquire our streetlight fixtures from SCE. Given the level of complexity with this endeavor, it is all the more important for me to highlight how helpful Tanko Lighting was in ensuring that our acquisition process was optimized.

Given our experience with Tanko Lighting, I would highly endorse them for any other public agency considering a streetlight LED conversion and maintenance services.

Please feel free to reach out to me directly with any questions at <u>fred.lyn@cityofrc.us</u> or (909) 774-4035.

Sincerely,

Fred Lyn

Fred Lyn Deputy Director of Engineering - Utilities



October 17, 2019

RE: Letter of Reference for Tanko Lighting

To Whom It May Concern,

I am writing to provide a letter of reference for Tanko Streetlighting, Inc. ("Tanko Lighting").

The City of Simi Valley opted to acquire its streetlight system from Southern California Edison (SCE) and convert the acquired fixtures to Light Emitting Diode (LED) to realize the benefits of financial savings, increased safety, and oversight that ownership provide.

Tanko Lighting has served as our partner through this process, assisting us with a GISbased audit, data reconciliation, acquisition support, design, procurement, installation, rebate/rate changes, reporting, and maintenance services. We have found Tanko Lighting's staff to be competent, knowledgeable, accessible, and a tremendous asset in accomplishing our project goals.

Although this project has spanned several years (due to the SCE's processes), Tanko Lighting has always provided prompt and efficient services that have enabled us to make continued progress. Additionally, Tanko Lighting has been so helpful that we expanded their initial scope of work to also include complex decorative ("Mission Bell") fixtures – for which Tanko Lighting designed a custom retrofit kit solution at a fraction of the expected cost.

Given our experience with Tanko Lighting, I would highly endorse the firm for any other public agency considering a streetlight LED conversion and maintenance services.

Please feel free to reach out to me directly with any questions at (805) 583-6701 or bgabler@simivalley.org.

Sincerely,

Brian Paul Gabler Interim City Manager

Keith L. Mashburn, Mayor Dee Dee Cavanaugh, Mayor Pro Tem Mike Judge, Council Member Ruth Luevanos, Council Member Elaine P. Litster, Council Member



October 22, 2019

David J. Shawver Mayor

Rigoberto A. Ramirez Mayor Pro Tem

> Carol Warren Council Member

Gary Taylor Council Member

Hong Alyce Van Council Member

Jared Hildenbrand City Manager

RE: Letter of Reference for Tanko Lighting

To Whom It May Concern,

I am writing to provide a letter of reference for Tanko Streetlighting, Inc. ("Tanko Lighting").

The City of Stanton recently opted to acquire its streetlight system from Southern California Edison (SCE) and convert the acquired fixtures to Light Emitting Diode (LED) to realize the benefits of financial savings, increased safety, and oversight that ownership provides.

Tanko Lighting serves as our partner, assisting us with a GIS-based audit, data reconciliation, acquisition support, design, procurement, installation, rebate/rate changes, and reporting services. We have found Tanko Lighting's staff to be competent, knowledgeable, accessible, and a tremendous asset in accomplishing our project goals.

We originally hired Tanko Lighting as a consultant to assist with the project's scope of work. However, upon seeing their team's effectiveness and technical understanding, we expanded the original contract to include material and installation and look forward to the final implementation phase with Tanko Lighting.

Given our experience with Tanko Lighting, I would highly endorse the firm for any other public agency considering a streetlight LED conversion and maintenance services.

Please feel free to reach out to me directly with any questions.

Regards,

Allan Rigg, P.E. Director of Public Works (714) 890-4203 arigg@ci.stanton.ca.us

7800 Katella Avenue Stanton, CA 90680 Phone (714) 379-9222 Fax (714) 890-1443 <u>www.ci.stanton.ca.us</u> Department of Public Works Douglas S. Stack, P.E. Director



July 23, 2019

RE: Letter of Reference for Tanko Lighting

To Whom It May Concern,

I am writing to provide a letter of reference for Tanko Streetlighting, Inc. ("Tanko Lighting") and streetlight acquisition in general.

The City of Tustin recently opted to acquire its streetlight system from Southern California Edison (SCE) and convert the acquired fixtures to Light Emitting Diode (LED) to realize the benefits of financial savings, increased safety, and oversight that ownership provide.

Tanko Lighting served as our consultant, assisting us with this process from start to finish. Their experience with acquisition and conversion projects put them in a position to provide sound advice about even the smallest of details. The work they performed included a GIS based audit, data reconciliation, acquisition support, design, procurement, installation, rebate/rate changes and reporting. We found Tanko Lighting's staff to be competent, knowledgeable, accessible, and a tremendous asset in accomplishing our project goals.

The project was completed per the required schedule and we are thrilled to report that the savings are very real and we are experiencing all of the expected benefits. Calls for service are being received by City staff and we are contracting for maintenance services. The majority of our service calls result in a finding of no power being supplied to the pole from our utility. The LED fixtures we selected are working very well and have been virtually maintenance free.

Tanko Lighting was the right partner to assist us with the acquisition process and LED conversion. They effectively managed the project to alleviate burden from staff and performed their services exceptionally well. As a result, the City is very happy with the final product of this project.

I highly recommend that all municipalities consider acquiring their streetlight system from SCE and endorse Tanko Lighting as an ideal partner to assist with this process.

Sincerely,

tany Crieras

Stacey Cuevas Public Works Manager

# ANTIOCH CALIFORNIA

#### STAFF REPORT TO THE CITY COUNCIL

SUBJECT:	Library Maintenance and Service Agreement between Contra Costa County and City of Antioch	
APPROVED BY:	Ron Bernal, City Manager	
SUBMITTED BY:	Rosanna Bayon Moore, Assistant City Manager 👫	
TO:	Honorable Mayor and Members of the City Council	
DATE:	Regular Meeting of November 9, 2021	

#### **RECOMMENDED ACTION**

It is recommended that the City Council approve a resolution formally adopting the Library Maintenance and Service Agreement between Contra Costa County and the City of Antioch for the Antioch Public Library located at 501 W. 18<sup>th</sup> Street for the initial period of July 1, 2021 through June 30, 2022 in an amount not to exceed \$168,895 and authorizing the City Manager to sign the Agreement.

#### FISCAL IMPACT

The Fiscal Year 2021/22 General Fund budget includes \$167,000 for this contract. Should the final cost exceed this amount, there are sufficient resources within the General Fund to absorb the cost differential.

#### **DISCUSSION**

Contra Costa County is the owner of the property located at 501 W. 18th Street which is the site of the Antioch Library. The County operates the facility as a public library that lends books and other media to the public and offers programs to the public.

The City of Antioch and the County agree that the presence of a public library in city limits enhances the quality of life for the community. Both agencies jointly desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City contributes to the cost of maintaining the Library in exchange for receiving Library Services with base hours of 35 hours per week. On a fiscal year basis, the City has the option to elect extra hours for additional Library Services.

In Fiscal Year 2022, the County is offering an additional 5 base hours per week to fullservice community libraries throughout Contra Costa County. As of July 1, 2021, a total of 40 base hours per week are being provided to the community at the Antioch Library location. Antioch City Council Report November 9, 2021 Agenda Item No. 5G

The County is requesting that the City formalize the service arrangements in writing. No other changes of significance are noted.

#### **ATTACHMENTS**

- A. Resolution
- B. Library Maintenance and Service Agreement

Antioch City Council Report November 9, 2021 Agenda Item No. 5G

#### ATTACHMENT A

#### **RESOLUTION NO. 2021/\*\***

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AGREEMENT WITH CONTRA COSTA COUNTY FOR LIBRARY MAINTENANCE AND SERVICE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

**WHEREAS,** Contra Costa County is the owner of the real property located at 501 W. 18th Street, Antioch, CA 94509, the site of the Antioch Library (the "Library");

**WHEREAS,** the County operates the Library as a public library that lends books and other media to the public and offers programs to the public;

**WHEREAS**, the City of Antioch and the County agree that the presence of a fullservice community library enhances the quality of life in the community; and

**WHEREAS**, the City desires to contribute to the cost of maintaining the Library in exchange for receiving Library Services at the Library for Base Hours.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves an agreement with Contra Costa County for library maintenance services in an amount not to exceed **\$168,895** with an effective date of July 1, 2021 and authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

**IHEREBY 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 9<sup>th</sup> day of November 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH

#### ATTACHMENT B

#### LIBRARY MAINTENANCE

and

#### SERVICE AGREEMENT

Between

#### **COUNTY OF CONTRA COSTA**

and

#### THE CITY OF ANTIOCH

July 1, 2021

#### LIBRARY MAINTENANCE AND SERVICE AGREEMENT

#### BETWEEN

#### COUNTY OF CONTRA COSTA AND THE CITY OF ANTIOCH

1.	DEFINITIONS1
2.	TERM
3.	CONSIDERATION – BASE HOURS
4.	CONSIDERATION – EXTRA HOURS
5.	OPERATIONS: HOURS; COSTS
	A. Initial Period
	B. Annual Modifications
	C. City Election: Extra Hours
	D. Invoices; Payment
6.	DEFAULT; REMEDIES
7.	MISCELLANEOUS 5
	A. Notices
	B. Governing Law
	C. Severability
	D. Entire Agreement
	E. Construction; Modification

#### **EXHIBITS**

	Exhibit A	Form of Agreemen	nt Supplement
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#### LIBRARY MAINTENANCE AND SERVICE AGREEMENT

This library maintenance and service agreement is dated July 1, 2021 (the "**Effective Date**"), and is between the CITY OF ANTIOCH a California municipal corporation (the "**City**"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "**County**").

#### Recitals

- A. The County is the owner of the real property located at 501 W. 18<sup>th</sup> Street, Antioch, CA 94509 (the "**Property**").
- B. The Property has been improved with a building, a parking lot and landscaping. The building is the site of the Antioch Library (the "**Library**"). The County operates the Library as a public library that lends books and other media to the public and offers programs to the public.
- C. The City and the County agree that the presence of a public library in a community enhances the quality of life in that community. The City and the County, therefore, desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City desires (i) to contribute to the cost of maintaining the Library in exchange for receiving Library Services at the Library for Base Hours, and (ii) to pay for the cost of additional Library Services made available at the Library through Extra Hours.

The parties therefore agree as follows:

#### AGREEMENT

1. **<u>DEFINITIONS</u>**. The following terms have the following meanings:

"Actual Hours" means the number of hours of Library Services that the County will provide each week in a Fiscal Year at the Library and is the sum of Base Hours and Extra Hours.

"Agreement Supplement" means a supplement to this Agreement in substantially the form of Exhibit A – Form of Agreement Supplement.

"**Base Hours**" means the number of hours of Library Services that the County will provide each week in a Fiscal Year at the Library.

"**Extra Hours**" means the number of hours of Library Services that the City elects to obtain from the County each week at the Library that are in excess of Base Hours. The City is responsible for the cost of Extra Hours.

"Fiscal Year" means a twelve-month period beginning July 1.

"Librarian" means the person designated by the County as the County Librarian.

"Library Services" includes lending books and other media to the public, offering programs to the public, and providing collection management and technical services in the course of operating the Library. Except as otherwise provided herein, Library Services does not include Maintenance Costs.

"**Maintenance Costs**" means the cost of maintaining the Library, as reasonably determined by the County, and includes the cost of landscaping, pest control, utilities, custodial services and routine maintenance.

- 2. <u>**TERM**</u>. The "**Initial Term**" of this agreement begins on the Effective Date and ends on June 30, 2022.
  - A. <u>Automatic Renewal</u>. This agreement will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the agreement at least one year in advance in accordance with Section 2.B, Termination, below. Each annual renewal period is a "**Renewal Term**." Each Renewal Term will automatically commence on the day following the last day of the prior Term. Upon commencement of Renewal Term, the "Term" of this agreement will be deemed to mean the Initial Term and each Renewal Term.
  - B. <u>Termination</u>. Either party may terminate this agreement at any time by giving the other party written notice at least one year prior to the proposed termination date. In the event of termination, the County shall discontinue invoicing the City and reduce the number of hours the Library is operated to that number that leaves the County indifferent to the City's reduced contribution to Maintenance Costs, even if such reduction results in the closure of the Library.
- 3. <u>CONSIDERATION BASE HOURS</u>. In exchange for the City paying the Maintenance Costs in accordance with this agreement, the County shall perform Library Services at the Library for that number of hours equal to Base Hours.
- 4. <u>CONSIDERATION EXTRA HOURS</u>. In exchange for the City paying for the cost of Extra Hours, as such costs are determined by the County, the County shall perform Library Services at the Library for the number of Extra Hours determined by the City and the County in accordance with Section 5.C, City Election; Extra Hours, below.

#### 5. **OPERATIONS: HOURS; COSTS**.

A. <u>Initial Period</u>. For the Initial Term (i) the number of Base Hours the County will provide,
 (ii) the number of Extra Hours the City elects to obtain from the County, (iii) the resulting number of Actual Hours, and (iv) the cost to the City for Maintenance Costs and

Extra Hours (such costs, the "**City's Obligation**") are set forth in Agreement Supplement No. 1, which supplement is substantially in the form of <u>Exhibit A</u>.

- B. <u>Annual Modifications</u>. For each Renewal Term, the Librarian will provide an Agreement Supplement to the City in substantially the form of <u>Exhibit A</u> by March 31 of each year. The Agreement Supplement will set forth (i) the number of Base Hours the County will provide in the upcoming Fiscal Year, (ii) the number of Extra Hours of Library Service the County anticipates that the City will elect to obtain from the County at the Library in the upcoming Fiscal Year (in the absence of more current information from the City, the County will assume the number of Extra Hours in the upcoming Fiscal Year will be equal to the number of Extra Hours then in effect), (iii) the resulting number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iv) the cost of the City's Obligation.
- C. <u>City Election: Extra Hours</u>. Within 60 days of receiving the Agreement Supplement, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.
  - <u>Change in Extra Hours from Prior Fiscal Year</u>. If the County receives a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the parties shall use good faith efforts to finalize a revised Agreement Supplement for the upcoming Fiscal Year before the July 1 start of that Fiscal Year. If the City fails to make a final determination regarding the number of Extra Hours before the start of the upcoming Fiscal Year, the Agreement Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the City makes its final determination and a revised Agreement Supplement for that Fiscal Year is executed. The final, revised, Agreement Supplement will be effective upon its execution by the County and the City.
  - 2. <u>No Change in Extra Hours from Prior Fiscal Year</u>. If the County does not receivea notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the County and the City shall each execute the original Agreement Supplement issued by the Librarian for the upcoming Fiscal year, which Agreement Supplement will become effective on July 1 of the Fiscal Year to which it applies.
- D. <u>Invoices; Payment</u>. The County will invoice the City quarterly for Maintenance Costs and Extra Hours, if applicable, incurred in the prior quarter. The City shall pay the County the amount due to the County within thirty (30) days of receipt of the invoice. Inno event is the City obligated to pay an amount greater than the amount identified as the City's Obligation in the Agreement Supplement in effect for that Fiscal Year.
- 6. **<u>DEFAULT; REMEDIES</u>**. If the City fails to pay the full amount of the City's Obligation, it is a default under this agreement. Upon the occurrence of a default by the City, the County may

reduce the number of hours the Library is operated to that number that leaves the County indifferent to the City's failure to pay, even if such reduction results in the closure of the Library.

#### 7. <u>MISCELLANEOUS</u>.

A. <u>Notices</u>. Any notice required or permitted under this Lease must be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To City:	Ron Bernal, City Manager 200 H Street Antioch, CA 94509-1285 Phone: (925) 779-7011 Facsimile: (925) 779-7003		
	Copy to: Thomas Lloyd Smith, City Attorney 200 H Street Antioch, CA 94509-1285 Phone: (925) 779-7016 Email: CityAttorney@AntiochCA.gov		
To County:	County Librarian Contra Costa County Library 777 Arnold Drive, Suite 210, Martinez, CA 94553 Phone: (925) 608-7700 Facsimile: (925) 608-7761		

Either party may at any time designate in writing a substitute address for that set forth above, and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all written notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier, and (iii) three days after being deposited in the United States Postal system.

- B. <u>Governing Law</u>. The laws of the State of California govern all matters arising out of this agreement.
- C. <u>Severability</u>. In the event that any provisions of this agreement are held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this agreement will not in any way be affected or impaired.
- D. <u>Entire Agreement</u>. Neither party has relied on any promise or representation not contained in this agreement. All previous conversations, negotiations and understandings are of no further force or effect.

E. <u>Construction; Modification</u>. This agreement is not to be construed as if it has been prepared by one of the parties, but rather as if both parties have prepared it. This agreement may be modified only by a writing signed by both parties.

The parties are executing this agreement as of the date set forth in the introductory paragraph.

#### **COUNTY**

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By:

Alison McKee County Librarian

### California

**CITY** 

By:

Rowland E. Bernal, Jr. City Manager

municipal corporation of the State of

CITY OF ANTIOCH, a

#### **APPROVED AS TO FORM:**

MARY ANN MCNETT MASON, COUNTY COUNSEL

By:

Kathleen M. Andrus Deputy County Counsel By:

Thomas Lloyd Smith City Attorney

ATTEST:

By: Elizabeth Householder City Clerk

#### EXHIBIT A

#### Form of Agreement Supplement

#### AGREEMENT SUPPLEMENT No. [ ]

This Agreement Supplement No. [] is dated\_\_\_\_\_, and supplements the Library Maintenance and Service Agreement dated July 1, 2021, between the City of Antioch, a municipal corporation of the State of California (the "City"), and the County of Contra Costa, a political subdivision of the State of California (the "County").

Unless otherwise defined herein, capitalized terms have the meanings given to such terms in the Library Maintenance and Service Agreement.

- 1. In exchange for the payment of the Maintenance Costs by the City, the number of Base Hours to be provided by the County in the Fiscal Year beginning July 1, 2021, is 40.
- 2. The number of Extra Hours to be provided in the Fiscal Year beginning July 1, 2021, is\_\_\_\_.
- 3. The number of Actual Hours to be provided in the Fiscal Year beginning July 1, 20219, is \_\_\_\_.
- 4. The Maintenance Costs for the Fiscal Year beginning July 1, 2021, is\_\_\_\_\_.
- 5. The cost of the Extra Hours for the Fiscal Year beginning July 1, 2021, is \_\_\_\_\_.
- 6. The City's Obligation for the Fiscal Year beginning July 1, 2021, is\_\_\_\_\_.
- 7. This Agreement Supplement No. [] is effective in accordance with the terms of the Library Maintenance and Service Agreement.

#### **COUNTY**

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

#### <u>CITY</u>

CITY OF ANTIOCH, a municipal corporation of the State of California

By:

Alison McKee County Librarian By:

Rowland E. Bernal, Jr. City Manager

# ANTIOCH CALIFORNIA

#### STAFF REPORT TO THE CITY COUNCIL

DATE:	Regular Meeting of November 9, 2021
TO:	Honorable Mayor and Members of the City Council
SUBMITTED BY:	Jose Cortez, Associate Planner
APPROVED BY:	Forrest Ebbs, Community Development Director
SUBJECT:	Natural Supplements Cannabis Facility (UP-20-01, AR-20-01)

#### RECOMMENDED ACTION

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

- 1. Adopt the resolution approving the Natural Supplements Initial Study/Mitigated Negative Declaration (IS/MND) and adopting the Mitigation Monitoring and Reporting Program (MMRP);
- 2. Adopt the resolution approving a Use Permit, and Design Review (UP-20-01, AR-20-01) for a cannabis operations facility, subject to conditions of approval.

#### FISCAL IMPACT

The proposed business will generate sales tax revenue for the City of Antioch. In addition to the sales tax revenue, the business will be required to enter into an operating agreement with the City as a condition of approval. The operating agreement will likely include additional revenue based on sales from the business.

#### DISCUSSION

#### **Requested Approvals**

The Applicant, JKC3H8 requests approval of an Initial Study/Mitigated Negative Declaration, a Use Permit, and a Design Review for the development of a new cannabis operations facility. The proposed project would be developed on a 3.96-acre site that is currently undeveloped and is primarily a dirt lot with trees and other foliage. The subject property is located at 2100-2300 Wilbur Avenue (APN 051-100-028). Each request is described in detail below:

1. Natural Supplements Project IS/MND: The City Council must approve the IS/MND and MMRP prior to taking action on the other resolution for the project.

- 2. Use Permit: The Applicant is requesting Use Permit approval of the proposed cannabis operations facility. The City Council must approve the resolution for the Use Permit.
- 3. Design Review: The Applicant is requesting Design Review Approval of the two proposed buildings, an 11,200 square foot building (Building A) and a 19,500 square foot building (Building B), landscaping, and a parking lot.



#### **Environmental**

In accordance with the requirements of the California Environmental Quality Act (CEQA), an Initial Study and Mitigated Negative Declaration (IS/MND) were prepared for the proposed project and determined that all significant environmental impacts could be mitigated to a less-than-significant level with incorporation of mitigation. A copy of the public review draft of the Initial Study/Mitigated Negative Declaration and Final IS/MND, Mitigation Monitoring and Reporting Program (MMRP) and appendices can be found at the following link:

antiochca.gov/EnvironmentalDocs

Due to the State and Contra Costa County's Shelter-in-Place orders, publicly accessible locations to review the IS/MND were closed. Consistent with the Governor's Executive Order, posting materials on the City's website is adequate.

The IS/MND identified potentially significant impacts to aesthetics, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and noise. The IS/MND concluded that all impacts would be reduced to a less than significant level with the implementation of mitigation measures. A MMRP was prepared and is included in Attachment A, Exhibit A

The draft Mitigated Negative Declaration was released for public review from May 7, 2021, to May 26, 2021. There were no comments received on the IS/MND during the public review period. According to CEQA Guidelines Section 15073, and 15074, the lead agency must consider the comments received during the public review period.

When the IS/MND was prepared for the proposed project, it was assumed that there were sewer services near the project site to which the project could connect. After the IS/MND was published, staff learned that the original assumption that there were sewer services in the area was inaccurate. The applicant had designed a septic system for the proposed project in the absence of sewer services near the site. After the June 16, 2021 Planning Commission meeting, Public Works/ Engineering staff worked with the applicant to reach an agreement on the installation of the sewer services. A septic system will not be used in lieu of the sewer service. Staff does not believe that the installation of the services would have changed the analysis in the IS/MND and result in any additional significant impacts that would need to be mitigated. Public Works staff has added recommended conditions of approval requiring the applicant to connect to sewer services.

#### 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.

On May 2, 2018, the 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.

On October 27, 2020, the Antioch City Council adopted Amendments to the Cannabis Business Ordinance by approval of Ordinance No. 2191-C-S. The purpose of the amendments was to provide a definition of Commercial Cannabis Use, replace the requirement for a development agreement with a requirement for an operating agreement, and specify the minimum conditions of an operating agreement.

At the Planning Commission meeting on June 16, 2021, the Planning Commission voted 6-0, to recommend to the City Council that the IS/MND, MMRP, Use Permit, and Design Review be approved. The applicant gave a presentation about the project, and no members of the public commented on the item. A copy of the draft Planning Commission meeting minutes has been included as Attachment F to the staff report.

Conditions of Approval # 44-54 in Section K of Attachment "B" were added by the Public Works Director/City Engineer after the Planning Commission meeting, which address the construction of the sewer line and improvements to Wilbur Avenue.

#### ANALYSIS

#### Project Overview

The applicant proposes to operate a cannabis operations facility consisting of a Type 10 'Retail Storefront and Delivery', a Type 11 'Distributor', a Type 7 'Manufacturer' and a Type 3A 'Medium Indoor Cultivation' license located at 2100-2300 Wilbur Avenue. The cannabis operations would occur in two new buildings proposed as part of this project. Building A would consist of an approximately 11,200-square-foot commercial use that would include rooms for cannabis sales, products, packaging, labeling, and storage.

Building A, in total would include approximately 2,558 square feet of retail space that is generally located in the northern portion of the building, approximately 2,776 square feet of distribution space, and 792 square feet of manufacturing space. The remainder of Building A is built out into various miscellaneous rooms that include cold storage rooms, mechanical rooms, breakrooms, and offices. Approximately, 20 employees will work within Building A, 10 for the retail operation, 5 for distribution, and 5 for manufacturing. Customers will gain access to the retail store via a security check point where customers must present a valid form of identification. Once inside customers do not have access to the distribution or manufacturing areas of the building. Those areas have separate entrances and security entrances.

Building B would consist of an approximately 19,500-square-foot industrial use that would include 10 cannabis cultivation rooms that are approximately 1,250 square feet, 2 incubation rooms that are 525 square feet, and a 905 square foot processing room. Similar to Building A, the remainder of Building B is comprised of various offices, mechanical, and storage rooms. The cultivation operation would occur entirely within the 10 rooms. Building B would have approximately 14 employees for the cultivation operation.

Additionally, 79 parking stalls are proposed to accommodate the proposed cannabis uses. The applicant states a total of 36 employees will work during the week on differing shifts. For example, the retail employees would work three (3) shifts:

Shift 1: Shall occur between the hours of 8am and 12pm Shift 2: Shall occur between the hours of 12pm and 4pm Shift 3: Shall occur between the hours of 4pm and 8pm

The proposed parking is adequate for the proposed cannabis uses proposed on site.

Project plans and a detailed description of the facility are included as Attachments "C" and "D", respectively, to the staff report.

#### General Plan, Zoning, and Land Use

The site is located within the General Plan's Eastern Waterfront Employment Focus Area and is designated as Industrial. The zoning of the site is Planned Business Center (PBC), which allows office centers, research and development facilities, limited industrial activities (including production and assembly, but no raw materials processing or bulk handling), limited warehouse type retail and commercial activities, and small-scale warehousing distribution and also the Cannabis Overlay District (CB). Cannabis operation facilities are allowed in the Cannabis 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:	Industrial Uses / Heavy Industrial (M-2) & Cannabis Overlay
South:	Industrial Uses / Planned Business Center (PBC) & Cannabis Overlay
East:	Industrial Uses / Planned Business Center (PBC) & Cannabis Overlay
West:	Industrial Uses / Planned Business Center (PBC) & Cannabis Overlay

#### Site Plan

The site is approximately 3.96-acres in size and undeveloped and is primarily a dirt lot with trees and other foliage. The site is currently accessed via a driveway along Wilbur Avenue that gives access to an access road to the site. The site would be developed with

four (4) access gates, one (1) employee entrance, one (1) public entrance, and two (2) fire access gates. The applicant proposes the cannabis operation facility with two buildings, 79 employee and customer parking spaces, and two new buildings (Building A 11,200-square-foot and Building B 19,500-square-foot). A new wrought iron fence will be installed along the north, east, and western boundaries and maintain a chain-link fence along the southern boundary in order to secure the area.

Building A would consist of commercial use that would include rooms for cannabis sales, products, packaging, labeling, and storage. Building A, in total would include approximately 2,558 square feet of retail space that includes a 125 square foot security check point, a 2,776 square feet of distribution space, and 792 square feet of manufacturing space. The applicant proposes an open concept retail sales area. Following security clearance and verification of customer age and credentials, customers awaiting entry into the Sales Room, customers will be able to browse Natural Supplements selection of products.

Building B would include 10 cannabis cultivation rooms that are approximately 1,250 square feet, 2 incubation rooms that are 525 square feet, and a 905 square foot processing room. The primary activity in the operation of the cultivation operation would involve the cultivation of 'flowering cannabis plants within the cultivation area.

#### Site Security

As part of their application the applicant submitted a security plan for the site. The security plan addressed 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 they would like to see implemented. 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. No certificate of occupancy will 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 part of the application, the applicant submitted a neighborhood responsibility plan detailing their efforts to mitigate any potential impacts that the business may cause (Attachment D). The plan details the steps they will take to establish a relationship in the community and good neighbor policies that will be established. JKC3H8 (Natural Supplements) is cognizant of the potential problems and nuisances that can arise from operating a cannabis operation, the plan outlines how they will mitigate those potential issues that may arise.

The applicant has also committed to engage with law enforcement to identify and provide any assistance in the City's effort to eliminate illegal cannabis operations in the City. Natural Supplements intends to be a "good neighbor" and has committed to daily inspections of the parking lot and exterior premises to ensure that it is free of litter, graffiti or debris.

Finally, according to the plan, JKC3H8 shall develop or contribute to a City approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis and identifies resources available to youth related to drugs and drug addiction.

#### **Operational Issues**

The applicant has submitted an odor mitigation plan that discusses the measures they will take to ensure that cannabis odors will not be detected at or beyond the site. Staff had the applicant's odor mitigation plan peer reviewed by the Engineering firm Blair, Church, & Flynn to ensure that the odor mitigation plan was adequate for the size and type of facility. Staff has taken Blair, Church, & Flynn's recommendations regarding the odor mitigation plans and added them as recommended conditions of approval. Once building permits are submitted for the project, the plans will be reviewed for compliance with the recommended odor mitigation measures. Staff has also 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 structures 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.

#### Use Permit

The City of Antioch Municipal Code requires a Use Permit for cannabis uses such as retail and cultivation uses; therefore, the applicant is requesting a Use Permit approval of Natural Supplements Cannabis facility. Use Permits are required for land uses that may be suitable only in specific locations or require special consideration in their design, operation, or layout to ensure compatibility with surrounding uses.

The Cannabis Overlay District (CB) allows for a variety of cannabis uses and facilities to be established subject to approval. The proposed use complies with the underlying overlay zoning and goals in that it adds a retail, manufacturing, and distribution use within the district.

#### Design Review and Landscaping

Per Section 9-5.2607 of the Antioch Municipal Code (AMC), all new development within the City is subject to Design Review approval. The purpose of the Design Review process is to promote the orderly development of the City, encourage high quality site design and planning, protect the stability of land values and investments, and ensure consistency with the Citywide Design Guidelines.

The applicant proposes new buildings that are most similar to butler buildings. The new buildings are of metal construction, typical of those in industrial areas with textured wall panels, and siding. The buildings average a height of around 20 feet and is compatible in height to buildings in its vicinity. The color palette for the building will be "Aspen White", the siding is proposed as Gray II, and the textured wall panel system to be "Fine Burgandy". The proposed colors are acceptable for the industrial district they are proposed in. In general, the project complies with the Citywide Design guidelines and staff is satisfied with the proposed design of the project.

The conceptual landscaping plan includes landscaping for the project frontage and the internal site. The applicant proposes to plant Crepe Myrtle trees and Carpet Roses bushes along the project frontage and within the interior planting areas. The landscaping is incorporated into the frontage to soften the building exteriors and assist with the transition and buffering between uses from the cannabis operations and the other neighboring industrial uses. The proposed landscaping also helps in defining the front

and entrances of the property. The proposed landscaping complies with the objectives of the Citywide Design Guidelines.

#### **ATTACHMENTS**

- A. Initial Study/ Mitigated Negative Declaration Resolution Exhibit A Mitigation Monitoring and Reporting Program
- B. Use Permit and Design Review Resolution
- C. Project Plans
- D. Project Description
- E. CCCFPD Comment Letter
- F. June 16, 2021, Planning Commission Minutes

#### ATTACHMENT A

#### RESOLUTION NO. 2021-\*\*

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM FOR A CANNABIS OPERATIONS FACILITY WITH INDOOR CULTIVATION, DISTRIBUTION, MANUFACTURING AND RETAIL DISPENSARY WITH DELIVERY AS ADEQAUTE FOR ADDRESSING THE ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT

WHEREAS, the City of Antioch ("City") received an application from JKC3H8 (Natural Supplements) ("Applicant") for approval of an Initial Study / Mitigated Negative Declaration, Use Permit, and Design Review, for the development of a cannabis operations facility on a 3.96-acre site. The project site is located at 2100-2300 Wilbur Avenue (UP-20-01, AR-20-01) (051-100-028);

WHEREAS, the City prepared an Initial Study and Mitigated Negative Declaration (IS/MND), to evaluate the potential environmental impacts of the Project in conformance with Section 15070of Title 14 of the California Code of Regulations (the "CEQA Guidelines");

WHEREAS, an IS/MND was circulated for a 20-day review period, with the public review period commencing on May 7, 2021, and ending on May 26, 2021; and with no public comments being received;

WHEREAS, on November 9, 2021, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and recommended adoption to the City Council of the IS/MND and Mitigation Monitoring and Reporting Program (MMRP);

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

WHEREAS, the City Council has reviewed the IS/MND and the MMRP for this project;

WHEREAS, on November 9, 2021, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary, and adopted the IS/MND and MMRP; and

WHEREAS, the custodian of the Final IS/MND is the Community Development Department and the Final IS/MND is available for public review on the City's website at: <u>https://www.antiochca.gov/community-development-department/planning-</u> <u>divsion/environmetnal-documents/</u>. Due to the State and Contra Costa County's Shelterin-Place orders, publicly accessible locations to review the IS/MND were closed. Consistent with the Governor's Executive Order, posting materials on the City's website was adequate. The MMRP is attached as Exhibit A to this Resolution. RESOLUTION NO. 2021-\*\* NOVEMBER 9, 2021 Page 2

#### NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, as follows:

- 1. The foregoing recitals are true and correct.
- 2. The City Council of the City of Antioch hereby FINDS on the basis of the whole record before it (including the Initial Study and all comments received) that:
  - a. The City of Antioch exercised overall control and direction over the CEQA review for the Project, including the preparation of the Final IS/MND, and independently reviewed the Final IS/MND and MMRP;
  - b. There is no substantial evidence that the Project will have a significant effect on the environment once mitigation measures have been followed and assuming approval of the Use Permit and Design Review; and
  - c. The Final IS/MND and MMRP reflect the City's independent judgment and analysis.
- 3. The City Council hereby approves and adopts the IS/MND, and MMRP for the Project (Exhibit A).

\* \* \* \* \* \* \* \*

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 9<sup>th</sup> day of November 2021 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

#### ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH



# MITIGATION MONITORING AND REPORTING PROGRAM

This Draft Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the Antioch Natural Supplements Project (project) submitted by Natural Supplements (the project sponsor) for which the City of Antioch (City) is the CEQA Lead Agency for environmental review. The MMRP, which is provided in Table A, lists mitigation measures recommended in the IS/MND for the proposed project and identifies mitigation monitoring requirements. The Final MMRP must be adopted when the City makes a final decision on the project.

This MMRP has been prepared to comply with the requirements of State law (Public Resources Code Section 21081.6). State law requires the adoption of an MMRP when mitigation measures are required to avoid significant impacts. The MMRP is intended to ensure compliance during implementation of the project.

The MMRP is organized in a matrix format:

- The first column identifies the mitigation measure that would be implemented for each project impact.
- The second column refers to the party or agency responsible for implementing the mitigation measure.
- The third column refers to the action that prompts implementation and/or implementation timing.
- The fourth column refers to the agency responsible for oversight or ensuring that the mitigation measure is implemented.
- The fifth column refers to the action that prompts the commencement of monitoring.
- The sixth column refers to when the monitoring will occur to ensure that the mitigation action is completed.
- The seventh and final column is where the lead agency contact initials and dates are provided as verification of mitigation measure implementation.





ANTIOCH NATURAL SUPPLEMENTS PROJECT ANTIOCH, CALIFORNIA

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Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
4.1 AESTHETICS		6	5			
Mitigation Measure AES-1: Outdoor lighting (building façade lighting, security lighting, and parking lot lighting) shall be designed to minimize glare and spillover to surrounding properties. The project design and building materials, shall incorporate non-mirrored glass to minimize daylight glare. The lighting plan of the proposed project shall be reviewed and approved by the City's Planning Division during Design Review prior to issuance of a building permit.	Project Applicant	Prior to issuance of a building permit	City of Antioch Community Development Department	Lighting designs review and approval	Before the start of construction	Initials: Date:
4.3 AIR QUALITY						
<ul> <li>Mitigation Measure AIR-1: In order to meet the Bay Area Air Quality Management District (BAAQMD) fugitive dust threshold, the following BAAQMD Basic Construction Mitigation Measures shall be implemented:</li> <li>All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li> <li>All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</li> <li>All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li> <li>All vehicle speeds on unpaved roads shall be limited to 15 mph.</li> <li>All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.</li> <li>Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the</li> </ul>	Construction Manager	During grading and construction activities	City of Antioch Public Works Department	Construction schedule, equipment, and site to be reviewed and inspected for compliance with BAAQMD Basic Construction Mitigation Measures	Before the start of construction and continually during construction	Initials: Date:

MITIGATION MONITORING AND REPORTING PROGRAM JUNE 2021

## Table A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
<ul> <li>California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</li> <li>All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</li> <li>A publicly visible sign shall be posted with the telephone number and person to contact at the City of Antioch regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.</li> </ul>						
<b>4.4 BIOLOGICAL RESOURCES</b> <b>Mitigation Measure BIO-1:</b> If feasible, all vegetation removal shall be conducted during the non-breeding season (i.e., September 1 to January 31) to avoid direct impacts to nesting birds. If such work is scheduled during the breeding season, a qualified biologist or ornithologist shall conduct a pre-construction survey to determine if any birds are nesting within the project site. The pre-construction survey shall be conducted within 15 days prior to the start of work from March through May (since there is a higher potential for birds to initiate nesting during this period), and within 30 days prior to the start of work from June through July. If active nests are found during the survey, the biologist or ornithologist shall determine an appropriately sized buffer around the nest in which no work shall be allowed until the young have successfully fledged. The size of the buffer shall be determined by the biologist or ornithologist in consultation with the California Department of Fish and Wildlife, and	Project Applicant/ Project Biologist	During the breeding season (February 1 through August 31)	City of Antioch Community Development Department	Pre- construction survey within 15 to 30 days prior to the start of work, ensure establishment and maintenance of buffer	Before the start of construction and continually during construction	Initials: Date:



Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
would be based on the nesting species, its sensitivity to disturbance, and the expected types of disturbance.						
4.5 CULTURAL RESOURCES						
Mitigation Measure CULT-1: Should an archaeological deposit be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archeology contacted to assess the situation, determine if the deposit qualifies as a historical resource, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. If the deposit is found to be significant (i.e., eligible for listing in the California Register of Historical Resources), the applicant shall be responsible for funding and implementing appropriate mitigation measures. Mitigation measures may include recordation of the archaeological deposit, data recovery and analysis, and public outreach regarding the scientific and cultural importance of the discovery. Upon completion of the selected mitigations, a report documenting methods and findings shall be prepared and submitted to the City for review, and the final report shall be submitted to the an appropriate curation facility and used for public interpretive displays, as appropriate and in coordination with a local Native American tribal representative.	Manager/ Qualified Archaeologist	During all ground- disturbing activities and after resources are identified	City of Antioch Community Development Department	Initiated in the event that a find is made during construction	During regularly scheduled site inspections that would be initiated in the event that a find is made during construction	Initials: Date:

MITIGATION MONITORING AND REPORTING PROGRAM JUNE 2021

# Table A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
Native American archaeological deposits. If archaeological deposits are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist contacted to assess the situation, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any archaeological materials. Archaeological deposits can include shellfish remains; bones; flakes of, and tools made from, obsidian, chert, and basalt; and mortars and pestles. Contractor acknowledges and understands that excavation or removal of archaeological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5."						



Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
3.7 GEOLOGY AND SOILS						
<b>3.7 GEOLOGY AND SOILS</b> <b>Mitigation Measure GEO-1:</b> Should paleontological resources be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. For purposes of this mitigation, a "qualified paleontologist" shall be an individual with the following qualifications: (1) a graduate degree in paleontology or geology and/or a person with a demonstrated publication record in peer-reviewed paleontological journals; (2) at least two years of professional experience related to paleontology; (3) proficiency in recognizing fossils in the field and determining their significance; (4) expertise in local geology, stratigraphy, and biostratigraphy; and (5) experience collecting vertebrate fossils in the field. If the paleontological resources are found to be significant and project activities cannot avoid them, measures shall be implemented to ensure that the project does not cause a substantial adverse change in the significance of the paleontological resource. Measures may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Upon completion of the assessment, a report documenting methods, findings, and recommendations shall be prepared and submitted to the City of Antioch for review. If paleontological materials are recovered, this report also shall be submitted to a paleontological	Implementation Project Applicant/ Construction Manager/ Qualified Paleontologist	During all ground- disturbing activities and after resources are identified	Monitoring City of Antioch Community Development Department	Initiated in the event that a find is made during construction	During regularly scheduled site inspections initiated after a find is made during construction	Initials: Date:
repository such as the University of California Museum of Paleontology, along with significant paleontological						
materials. Public educational outreach may also be						

MITIGATION MONITORING AND REPORTING PROGRAM JUNE 2021

## Table A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
appropriate.						
The project applicant shall inform its contractor(s) of the sensitivity of the project site for paleontological resources and shall verify that the following directive has been included in the appropriate contract documents:					-	
"The subsurface of the construction site may be sensitive for fossils. If fossils are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any paleontological materials. Fossils can include plants and animals, and such trace fossil evidence of past life as tracks or plant imprints. Ancient marine sediments may contain invertebrate fossils such as snails, clam and oyster shells, sponges, and protozoa; and vertebrate fossils such as fish, whale, and sea lion bones. Contractor acknowledges and understands that excavation or removal of paleontological material is prohibited by law and constitutes a misdemeanor					-	
under California Public Resources Code, Section 5097.5." 3.9 HAZARDS AND HAZARDOUS MATERIALS						
3.9 HAZARDS AND HAZARDOUS MATERIALS Mitigation Measure HAZ-1: Prior to the issuance of grading permits, a limited soil, gas and groundwater investigation shall be conducted at the site to determine whether regulated contaminants are present in the site subsurface at levels above established construction worker screening levels. Any soil with concentration levels that exceed California State Title 26 threshold limits would be classified as a hazardous material. Once the soil sampling analysis is complete, a report of the findings shall be provided to the City of Antioch for review prior to issuance of grading	Project Applicant	Prior to issuance of a grading permit	City of Antioch Community Development Department	Review and approval of soil sampling analysis and Site Management Plan	Before the start of construction	Initials: Date:



Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
permits. If contaminated soils are found in concentrations above established thresholds for worker safety, a Site Management Plan (SMP) shall be prepared by a qualified hazardous materials consultant to establish management practices for handling contaminated soil or other materials encountered during construction activities.						
<ul> <li>3.10 HYDROLOGY AND WATER QUALITY</li> <li>Mitigation Measure HYD-1: Prior to construction, the project applicant shall prepare and implement a Final SWPPP, meeting Construction General Permit requirements (State Water Resources Control Board Order No. 2009-000-DWQ, as amended) designed to reduce potential adverse impacts to surface water quality through the project construction period. The Final SWPPP shall be submitted to the Planning Manager of the City of Antioch Planning Department for review and approval prior to the issuance of any permits for ground-disturbing activity.</li> <li>The Final SWPPP shall be prepared by a Qualified SWPPP Developer in accordance with the requirements of the Construction General Permit. Requirements include BMPs for erosion and sediment control, site management/housekeeping/waste management, management of non-storm water discharges, run-on and runoff controls, and BMP inspection/maintenance/repair activities. BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction.</li> <li>The Final SWPPP shall include a construction site monitoring program that identifies requirements for dry weather visual observations of pollutants at all discharge locations, and as appropriate (depending on the Risk Level), sampling of the site effluent and receiving waters. A</li> </ul>	Project Applicant/ Construction Manager	Prior to approval of the grading plan	City of Antioch Community Development Department	SWPPP review and approval	Before start of construction	Initials: Date:



MITIGATION MONITORING AND REPORTING PROGRAM JUNE 2021

## Table A: Mitigation Monitoring and Reporting Program

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
Qualified SWPPP Practitioner shall be responsible for implementing the BMPs at the site and performing all required monitoring and inspection/maintenance/repair activities.						
<ul> <li>Mitigation Measure HYD-2: The project applicant shall fully comply with the Water Board storm water permit requirements, including Contra Costa County C.3 Storm water Standards. The project applicant shall prepare and implement a Storm water Control Plan (SCP) for the project. The SCP shall be submitted to the Planning Manager of the City of Antioch Planning Department for review and approval prior to issuance of any permits for ground disturbing activities. The SCP would act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project. The SCP shall provide measures that are consistent with those of the California State Water Boards Cannabis Cultivation Policy to ensure that cannabis production on site mitigates potential water quality issues. At a minimum, the SCP for the project shall include:</li> <li>An inventory and accounting of existing and proposed impervious areas.</li> <li>Low Impact Development (LID) design details incorporated into the project. Specific LID design may include, but is not limited to using pervious pavements and green roofs, dispersing runoff to landscaped areas, and/or routing runoff to the storm water basin that would be developed on site as part of the project design.</li> </ul>	Project Applicant/ Project Engineer	Prior to approval of the final grading plan	City of Antioch Community Development Department	Stormwater Control Plan review and approval	Before start of construction	Initials: Date:
contaminants. These may include measures to cover or						

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Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
<ul> <li>control potential sources of storm water pollutants at the project site.</li> <li>A Final Storm Water Facility Operation and Maintenance Plan for the project site, which shall include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan must be finalized prior to issuance of building permits for the project.</li> </ul>						
3.13 NOISE	1			Ĩ		
<ul> <li>Mitigation Measure NOI-1: Construction Noise. Prior to commencement of construction activities, City staff shall verify that grading and construction plans include the following requirements to ensure that the greatest distance between noise sources and sensitive receptors during construction activities has been achieved:</li> <li>Construction activities occurring as part of the project shall be subject to the limitations and requirements of the City of Antioch Municipal Code, which states that construction activities are prohibited between the hours of 6:00 p.m. and 7:00 a.m. on weekdays and between 5:00 p.m. and 9:00 a.m. on weekdays and holidays.</li> <li>During all project area excavation and on-site grading, the project contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.</li> </ul>	Project Applicant/ Construction Manager	During the construction period	City of Antioch Community Development Department	Construction schedule review and approval	During construction	Initials: Date:

Source: LSA (2021).

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#### ATTACHMENT B

#### RESOLUTION NO. 2021-\*\*

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE USE PERMIT AND DESIGN REVIEW (UP-20-01, AR-20-01) FOR A CANNABIS OPERATIONS FACILITY WITH INDOOR CULTIVATION, DISTRIBUTION, MANUFACTURING AND RETAIL DISPENSARY WITH DELIVERY AT 2100-2300 WILBUR AVENUE

WHEREAS, the City of Antioch ("City") received an application from JKC3H8 (Natural Supplements) ("Applicant") for approval of an Initial Study / Mitigated Negative Declaration, Use Permit, and Design Review, for the development of a cannabis operations facility on a 3.96-acre site. The project site is located at 2100-2300 Wilbur Avenue (UP-20-01, AR-20-01) (051-100-028);

WHEREAS, an Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on June 16, 2021;

WHEREAS, on June 16, 2021, the Planning Commission duly held a noticed public hearing recommended that the City Council approve the Use Permit and Design Review;

WHEREAS, on June 16, 2021, the Planning Commission duly held a noticed public hearing recommended adoption to the City Council of the Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project

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

WHEREAS, on November 9, 2021, duly held a public hearing, received, and considered evidence, both oral and documentary, and approved a Cannabis Business Use Permit, and Design Review.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby makes the following findings required for the 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 business is required to comply with multiple conditions of approval that address the project's impact on public health and the properties in the vicinity. On-site armed security is required at all times. Annual audits of the site security plan by City staff or a third-party company subject to the approval of the Antioch Police Department are required. The business shall also maintain onsite 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.

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

The site is zoned Cannabis Overlay District. The Cannabis Overlay District allows cannabis businesses with the approval of a use permit.

3. 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 site is 3.96-acres and adequate in size and shape to accommodate the proposed cannabis operations facility with ample parking. The proposed retail, cultivation, distribution, and other uses will have sufficient parking that meets that required by the Antioch Municipal Code (AMC).

4. 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 undeveloped and is located along Wilbur Avenue, 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 Industrial and will be located within new buildings.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of Antioch does hereby **APPROVE** the Use Permit and Design Review for a cannabis operations facility (UP-20-01, AR-20-01), located at 2100-2300 Wilbur Avenue (APN 051-032-009) subject to the following conditions:

#### A. <u>GENERAL CONDITIONS</u>

- 1. The development and all proposed improvements shall comply with the City of Antioch Municipal Code and City Standards unless a specific exception is granted thereto or approved by the City Engineer.
- 2. City staff shall inspect the site for compliance with conditions of approval prior to final inspection approval.

- 3. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments and other monies that are due.
- 4. The applicant shall obtain an encroachment permit for all work to be done within the public right-of-way or easement, and peak commute-hour traffic shall not be impeded by construction-related activity.
- 5. All required easements or rights of entry for off-site improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or easement holders for any work done within such property or easements.
- 6. All existing easements shall be identified on the site plan and all plans that encroach into existing easements shall be submitted to the easement holder for review and approval, and advance written permission shall be obtained from any property owner or easement holder for any work done within such property or easement.
- 7. All access drive aisles shall be constructed per current ADA and City standards, subject to review and approval by the City Engineer.
- 8. All cracked, broken or damaged concrete curb, gutter and/or sidewalks in the public right-of-way along the project frontage shall be removed and replaced as required by the City Engineer and at no cost to the City.
- 9. On site Asphalt paving shall be designed for a minimum traffic index (TI) of 5.5 and shall have a minimum slope of 2%, concrete paving shall have a minimum slope of 0.75%, and asphalt paving for identified accessible parking stalls and access routes may have a minimum slope of 1.5% and a maximum 2% slope, or as approved by the City Engineer.
- 10. All on-site curbs, gutters and sidewalks shall be constructed of Portland cement concrete.
- 11. The applicant shall install and maintain parking lot and pathway within the project area at no cost to the City.
- 12. 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.

- 13. 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.
- 14. 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.
- 15. 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.
- 16. This approval expires two years from the date of approval by the City Council (November 9, 2023), 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.
- 17. 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.
- 18. City staff shall inspect the site for compliance with conditions of approval prior to the issuance of a Certificate of Occupancy or commencement of the business.

#### B. <u>CONSTRUCTION CONDITIONS</u>

- 1. The use of construction equipment shall be as outlined in the Antioch Municipal Code. Construction is restricted to weekdays between the hours of 8:00 AM and 5:00 PM. Requests for alternative days/times may be submitted in writing to the City Engineer for consideration.
- 2. The project shall comply with and supply all the necessary documentation for AMC § 6-3.2: Construction and Demolition Debris Recycling.
- 3. Standard dust control methods shall be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with the contact number of the Developer, the Bay Area Air Quality Management District and the City.
- 4. Driveway access to neighboring properties shall be maintained at all times during construction.

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#### C. FIRE REQUIREMENTS

1. All requirements of the Contra Costa County Fire District shall be met.

### D. <u>FEES</u>

- 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. <u>GRADING</u>

- 1. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
- 2. The final grading plan for this development shall be approved by the City Engineer and signed by a California licensed civil engineer. No grading is allowed without a grading permit issued by the Building Department.
- 3. All elevations shown on the grading and improvement plans shall be on the USGS 1929 sea level datum or NAVD 88 with conversion information, or as approved by the City Engineer.

## G. <u>CONSERVATION/NPDES</u>

1. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. An Operation and Maintenance

Plan (O&M) for the treatment and flow-controls in the approved SWCP shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits and shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.

- 2. All impervious surfaces to be constructed as part of the project, including off-site roadways, are subject to C.3 requirements per State Regulations.
- 3. The following requirements of the federally mandated NPDES program (National Pollutant DISCHARGE Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
  - a. Prior to issuance of permits for building, site improvements, or landscaping, the applicant shall submit a permit application consistent with the applicant's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.
  - b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).
  - c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.

- d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
- e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.
- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.
- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- I. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The

applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.

- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
- n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
- o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.
- p. Install full trash capture device(s) in storm water catch basins that collect water from the project site. A "full trash capture device" is defined as any device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the peak flow rate resulting from a one-year, one-hour, storm in the tributary drainage catchment area. Selected devices must be detailed on the building permit plan submittal and approved by Public Works prior to installation.

## H. <u>UTILITIES</u>

- 1. All existing and proposed utilities (e.g., transformers and PMH boxes) shall be undergrounded and subsurface in accordance with the Antioch Municipal Code, except existing P.G.& E. towers, if any, or as approved by the City Engineer.
- 2. All storm water flows shall be collected onsite and discharged into an approved public storm drain system.
- 3. Trash enclosures shall drain to sanitary sewer and shall incorporate methods to contain refuse runoff at the front-gate and pedestrian access point to prevent storm water from entering the enclosure.
- 4. A reduced pressure backflow preventer assembly shall be installed on all City water meter services.
- 5. Double detector check fire line backflow assemblies shall be enclosed within an easement granted to the City, as needed, and at no cost to the City.

- 6. The developer shall provide all offsite and onsite improvements necessary to provide adequate water pressure and volume to serve this development, as approved by the City Engineer. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi.
- 7. Water systems shall be designed as a looped distribution system, if not already connecting as a looped system, developer shall be responsible for installing any water mains to create a looped system at no cost to the City.
- 8. The developer shall install all infrastructure to serve the site. Infrastructure for access to the site (sewer, water, storm, joint trench, and surface improvements) shall be completed prior to issuance of building permits.
- 9. The developer shall minimize water and sewer connection tie-ins to wet utility mains.
- 10. All onsite utilities shall be privately maintained and connected to public facilities in accordance with City Standards, or as approved by the City Engineer.
- 11. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.

## I. LANDSCAPING

- 1. Sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101, Site Obstructions at Intersections, or as approved by the City Engineer. Landscaping and signage shall not create a sight distance problem.
- 2. Detailed landscaping and irrigation plans for the entire site shall be submitted to the City for review and approval. All landscaping and irrigation shall be installed in accordance with approved plans prior to the issuance of certificates of occupancy for this building.
- 3. Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S the State Model Water Efficient Landscape Ordinance (MWELO). Prior to issuance of a building permit, the applicant shall demonstrate compliance with the applicable requirements of the MWELO in the landscape and irrigation plans submitted to the City.

## J. FINAL IS/MND AND MITIGATION MONITORING AND REPORTING PROGRAM

1. The applicant shall comply with all mitigation measures identified in the IS/MND and Mitigation Monitoring and Reporting Program.

- 2. The applicant shall mitigate any impacts on wildlife, including State and Federally listed threatened and endangered species, and their habitat by compliance with one of the following:
  - a. Implementing, or making enforceable commitments to implement, all applicable mitigation measures in the project environmental documents, as well as any additional measures as may be required by the California Department of Fish & Wildlife (CDFW) or the U.S. Fish & Wildlife Service (FWS), and obtaining a letter(s) from CDFW and FWS stating that the project has fulfilled the requirements of applicable State and Federal wildlife protection laws and regulations; or
  - b. Complying with applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or
  - c. Complying with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.

#### K. PROJECT SPECIFIC CONDITIONS

- 1. This use permit approval applies to the operation of a cannabis operations facility with indoor cultivation, distribution, manufacturing, and retail 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 the retail operation shall be from 8:00 AM 8:00 PM .
- 3. The hours of operation for the cultivation, operation shall be from 6:00 AM- 6:00 PM.
- 4. The hours of operation for the distribution operation shall be from 9:00 AM- 6:00 PM.
- 5. The hours of operation for the manufacturing operation shall be from 10:00 AM-8:00 PM
- 6. Any changes to the hours of operation shall be subject to the review and approval of the Zoning Administrator.

- 7. All necessary licenses from the State of California shall be obtained prior to opening.
- 8. 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.
- 9. No smoking or ingestion of cannabis products on-site is allowed.
- 10. No free samples of cannabis products are allowed.
- 11. 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.
- 12. Cannabis related waste shall be stored and secured in a manner that prevents diversion, theft, loss, hazards and nuisance.
- 13. 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.
- 14. 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.
- 15. No signs, tinting, or other graphic material may be used to obscure the storefront windows.
- 16. No drive-through, drive-up, or walk-up window services are allowed.
- 17. 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 and the City Attorney for review and approval prior to issuance of a certificate of occupancy.
- 18. 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 and the City Attorney shall be notified within 5 business days.

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- 19. 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.
- 20. 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.
- 21. The Odor Mitigation Plan shall be updated and resubmitted to the Planning Division at building permit to address the comments from the February 19, 2021, Odor Mitigation Plan Review Memorandum:
  - Maintain records of all staff trainings in addition to the items specified in the Government Documentation section.
  - Provide calculations for carbon filter number and sizing, fan number and sizing, and other critical components, and provide certified statement confirming calculations were reviewed.
  - Provide manufacturer cut sheets for odor control equipment and a certified statement confirming that acceptable equipment has been selected.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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 signage shall be subject to staff review and approval.
- 26. The only cannabis paraphernalia allowed to be sold at the site are vape pens, vape pen cartridges, vape pen batteries, chargers, rolling papers, pipes, bongs, and grinders unless approved in writing by the Community Development Director.
- 27. Delivery vehicles shall not contain identifiable markings that associate the delivery service with the cannabis business.
- 28. The loading and unloading of vehicles for delivery of cannabis shall be conducted in a secured, gated or enclosed area.
- 29. 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.
- 30. Visible signage shall be placed at the entrance of the facility notifying the public of surveillance on site.
- 31. 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.
- 32. 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.

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- 33. 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.
- 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. 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.
- 37. Prior to building permit final, the applicant shall Cape seal existing entry driveway.
- 38. All mechanical equipment, roof and ground mounted, shall be screened from public view. The screening shall be shown on the building permit submittal.
- 39. To comply with Antioch Municipal Code § 9-5.1715 LIGHTING, a photometric plan shall be provided with the building permit submittal showing the outdoor parking area having a minimum illumination of two foot-candles. Any additional parking lot lighting necessary to meet this requirement shall be architecturally compatible with the existing parking lot lighting, shown on the building permit submittal, and a cut sheet or other detail showing the lighting design shall be provided on the building permit submittal.
- 40. The fence around the north and eastern side of the stormwater basin shall be a wrought iron fence.
- 41. All easements shall be shown on all plans submitted to the Building Division, including grading and improvement plans.
- 42. Any undeveloped areas on-site shall be maintained in an attractive manner which ensures fire safety and prevents any runoff onto the adjacent sidewalks.

- 43. The removal of the 16 trees detailed in the arborist report prepared by Natural Investigations Co and dated April 9, 2020, is authorized with this approval. As required by the Antioch Municipal Code, ten (10) 48-inch box trees and twenty (20) 24-inch box trees are required as mitigation for the removal of the trees. The mitigation trees shall be shown on the Final Landscaping plans.
- Developer shall extend the existing sewer main on Wilbur Avenue to the 44 prospective location of the access road connection to the subject property's sewer lateral and connect to the Wilbur Avenue sewer main for service. In the alternative to which Developer is personally undertaking sewer main construction, Developer shall coordinate with other parties conditioned and undertaking said construction of Wilbur Avenue sewer main extension improvements and contribute 25% of costs of construction as its proportionate contribution. Although Developer may bear the entire upfront cost of the extension, Developer shall ultimately be responsible for only 25% of such cost. City of Antioch shall reimburse Developer either 50%, or 75% of the cost of the extension, dependent upon the performance of reimbursement by neighboring property owners benefitting from the extension of the Wilbur Avenue Sewer main. Developer may proceed with development of its facility concurrent with the work to be completed for the Wilbur Avenue sewer main extension. The sewer main extension shall be completed prior to the commencement of operations at the site. Reimbursement amount as approved by the City Engineer shall be made by the City of Antioch to Developer within six months of the completion of work for the sewer main extension to the subject property.
- 45. Prior to the commencement of operations at the site, the property owner shall dedicate and improve additional right-of-way along the project frontage as necessary for the widening of Wilbur Avenue to accommodate a 108-foot wide arterial roadway, to the satisfaction of the City Engineer.
- 46. Developer shall improve onsite rail crossing to conformance of new and existing frontage improvements. Pedestrian crossing guards/signage shall be constructed at no cost to the City. All permitting through the railroad shall be of applicant's responsibility.
- 47. Striping of Wilbur Avenue along project frontage section shall be restriped and restored to the satisfaction of the City Engineer prior to the commencement of operations.
- 48. Applicant shall design and construct all frontage improvements along Wilbur Avenue including a 5-foot wide sidewalk, 5-foot wide landscaping planter, curb and gutter. Asphalt paving shall be designed for a minimum traffic index (T.I.) of 9.0 and shall have a minimum slope of 2%. Pavement section will be a minimum of 6" A.C. over 18" Class II A.B.

RESOLUTION NO. 2021-\*\* November 9, 2021 Page 16

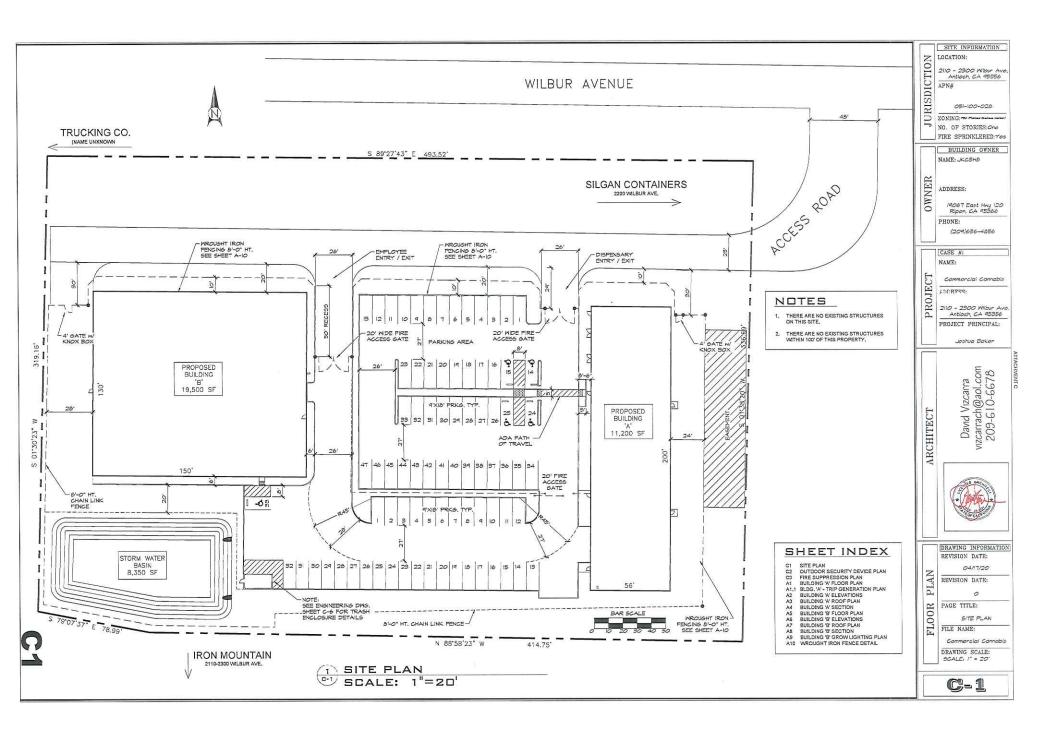
- 49. Applicant shall design and construct all signing and striping necessary to conform the existing Wilbur Avenue improvements with the new improvements constructed by this project all at the applicant's expense.
- 50. The parking lot striping and signing plan shall be approved by the City Engineer.
- 51. All parking spaces shall be double-striped and all parking lot dimensions shall meet minimum City policies and Antioch Municipal Code requirements.
- 52. No Parking Any Time (R26) signage shall be installed per California MUTCD standards at locations along project frontage as approved by the City Engineer.
- 53. The garbage company shall provide approval for the location of all trash enclosures, subject to the approval of the City Engineer. Trash enclosures shall not be located within any easement areas.
- 54. Stop signs shall be installed at driveway exits onto Wilbur Avenue.

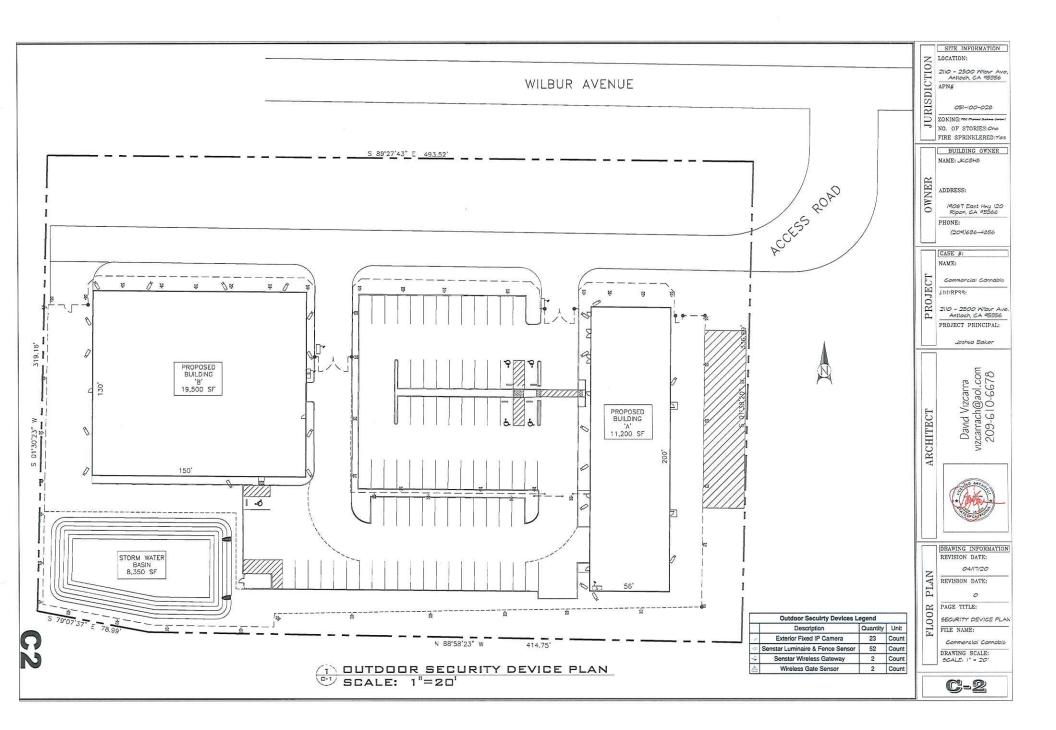
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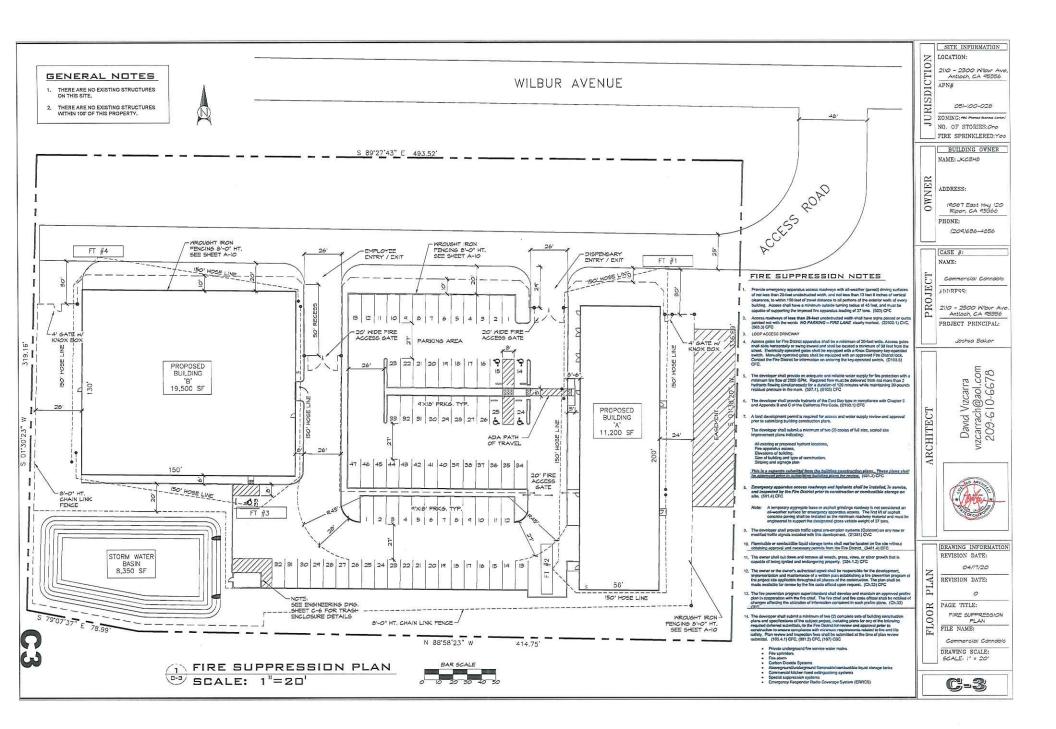
I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of said City Council held on the 9<sup>th</sup> day of November 2021 by the following vote:

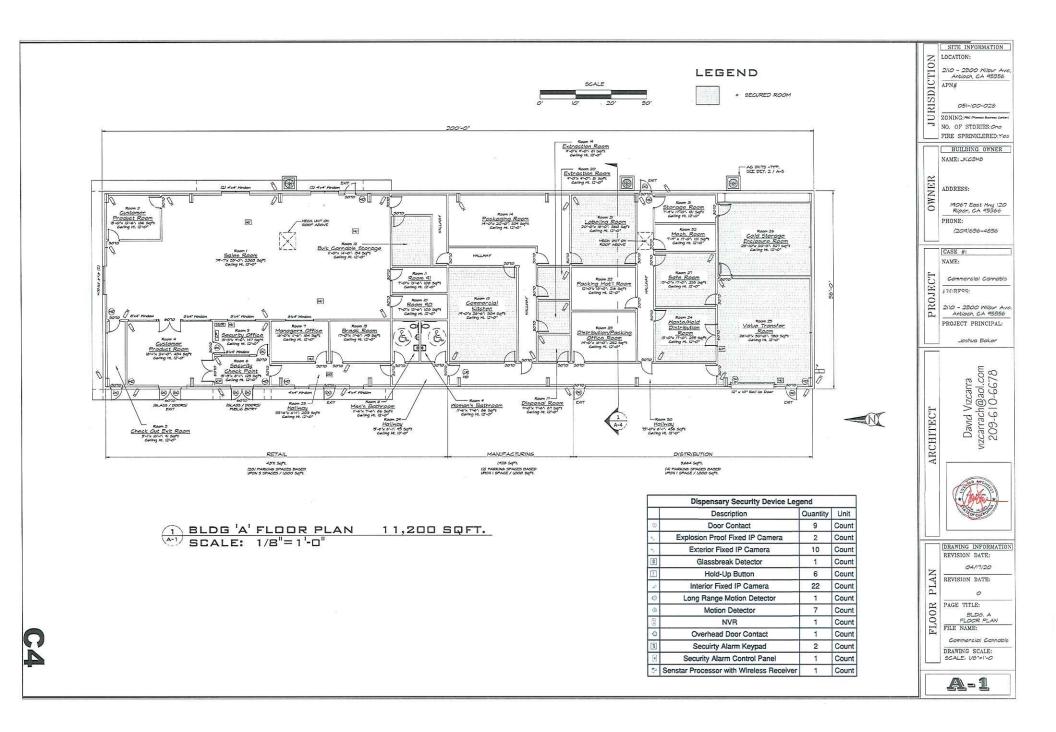
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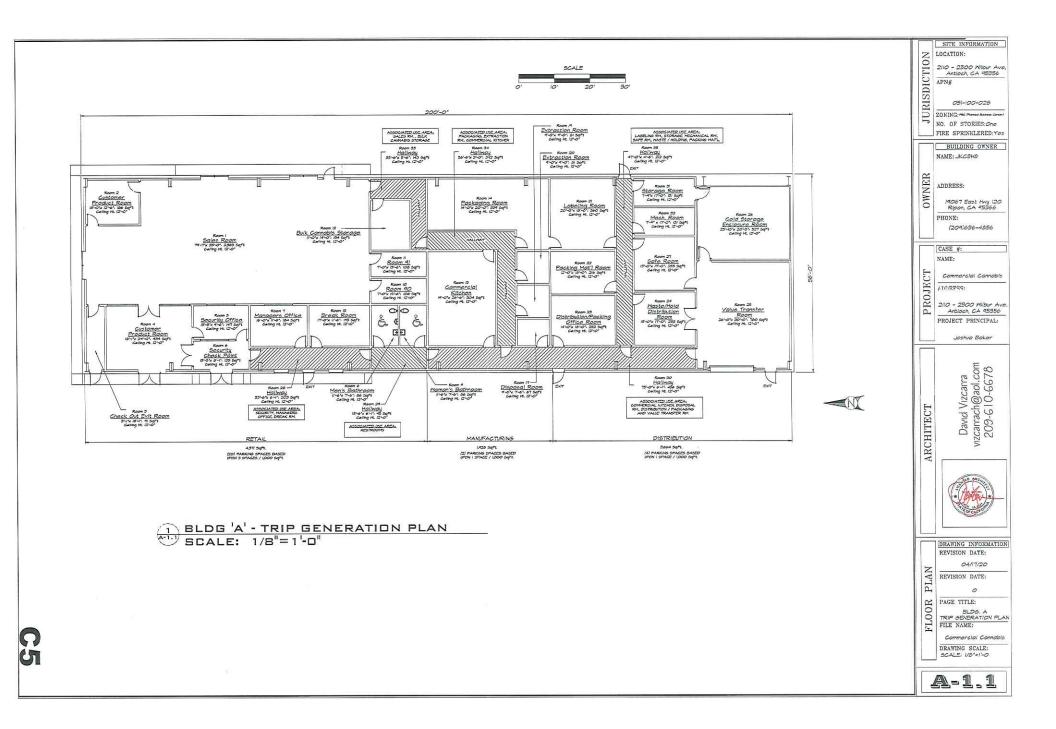
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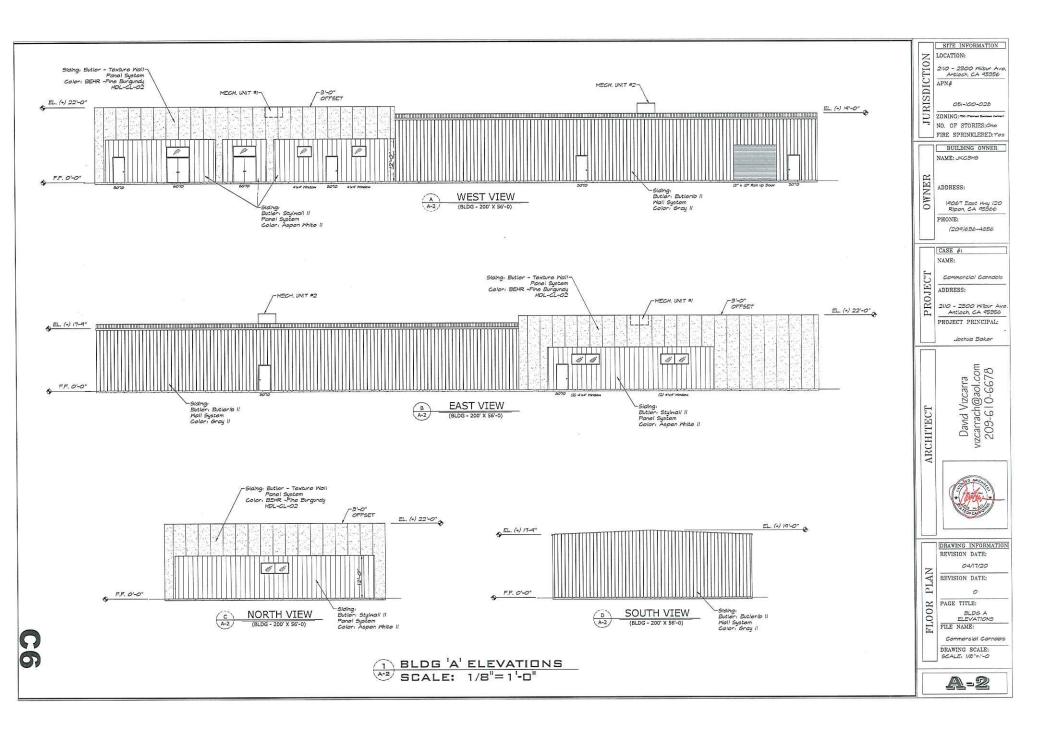


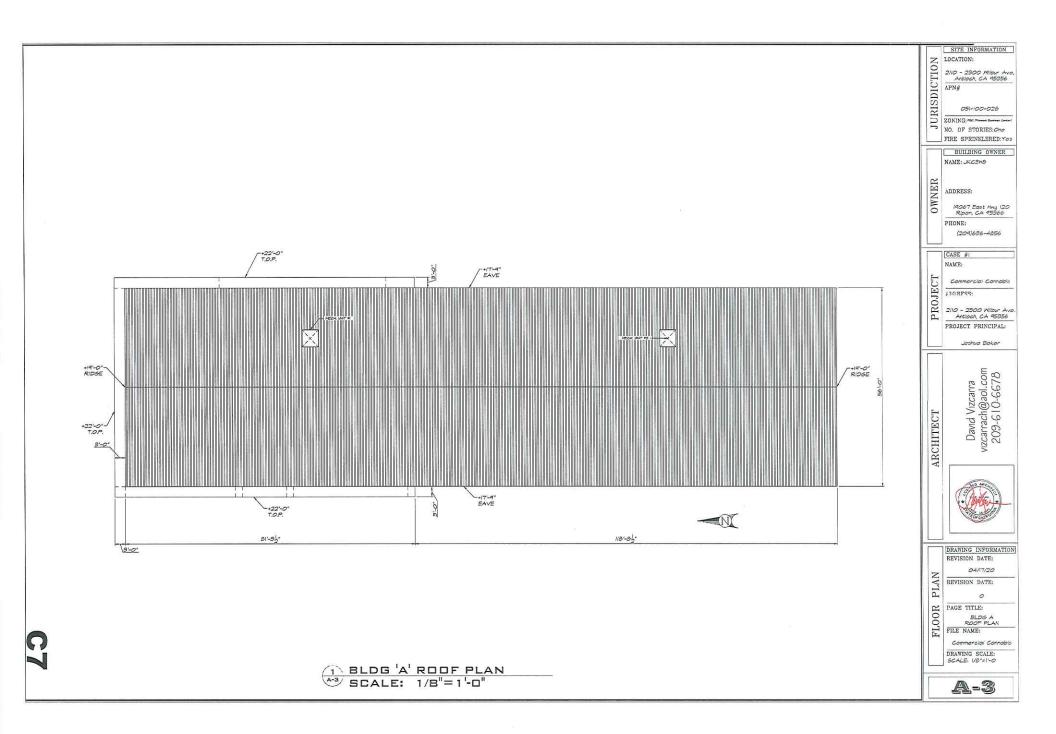


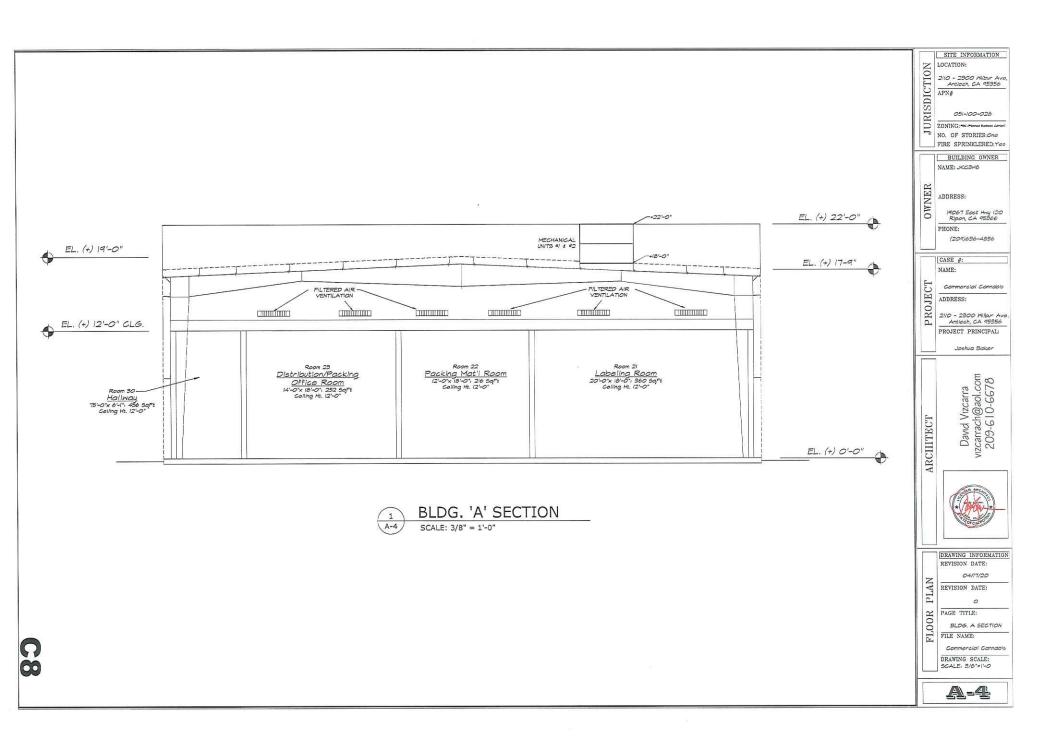


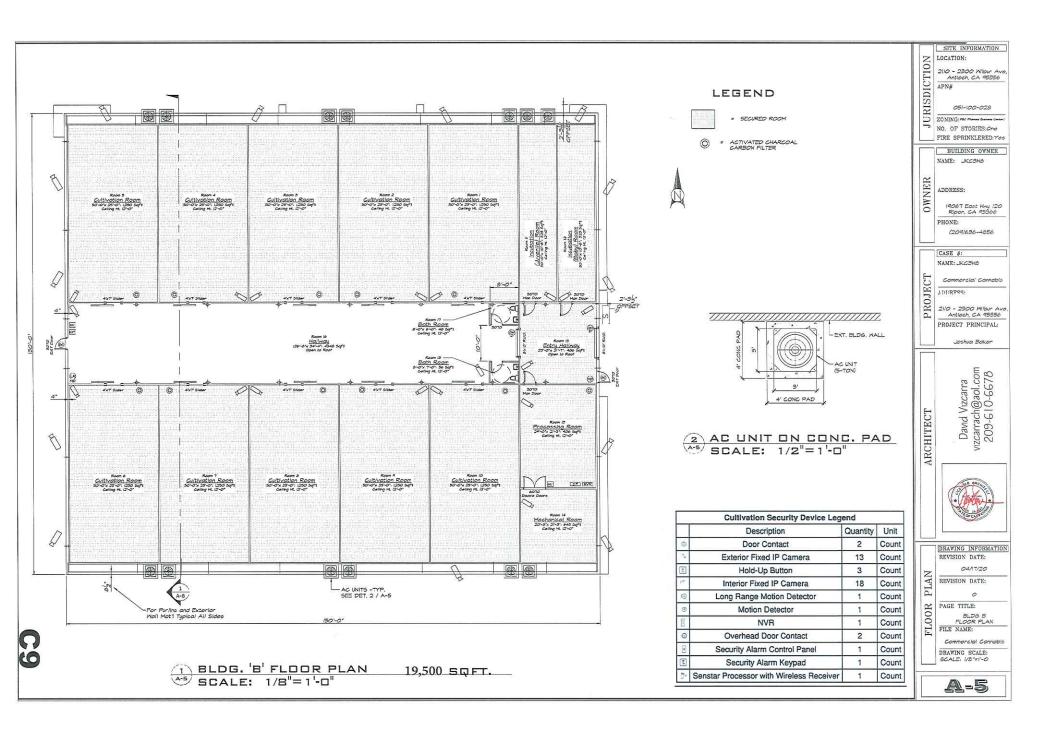


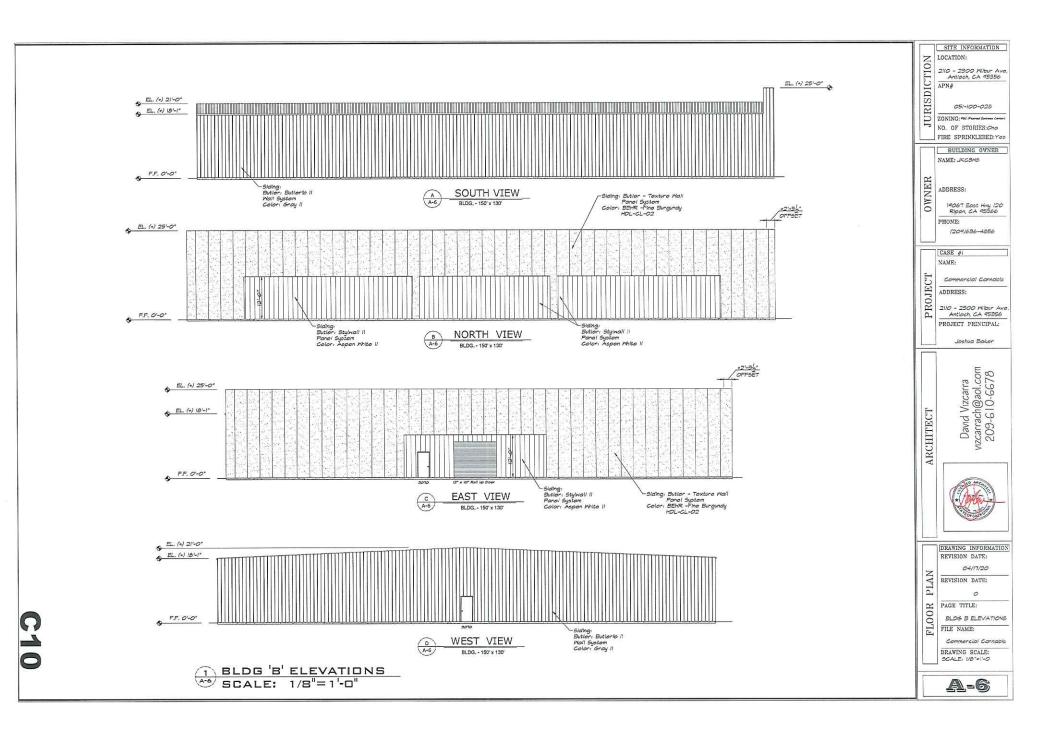


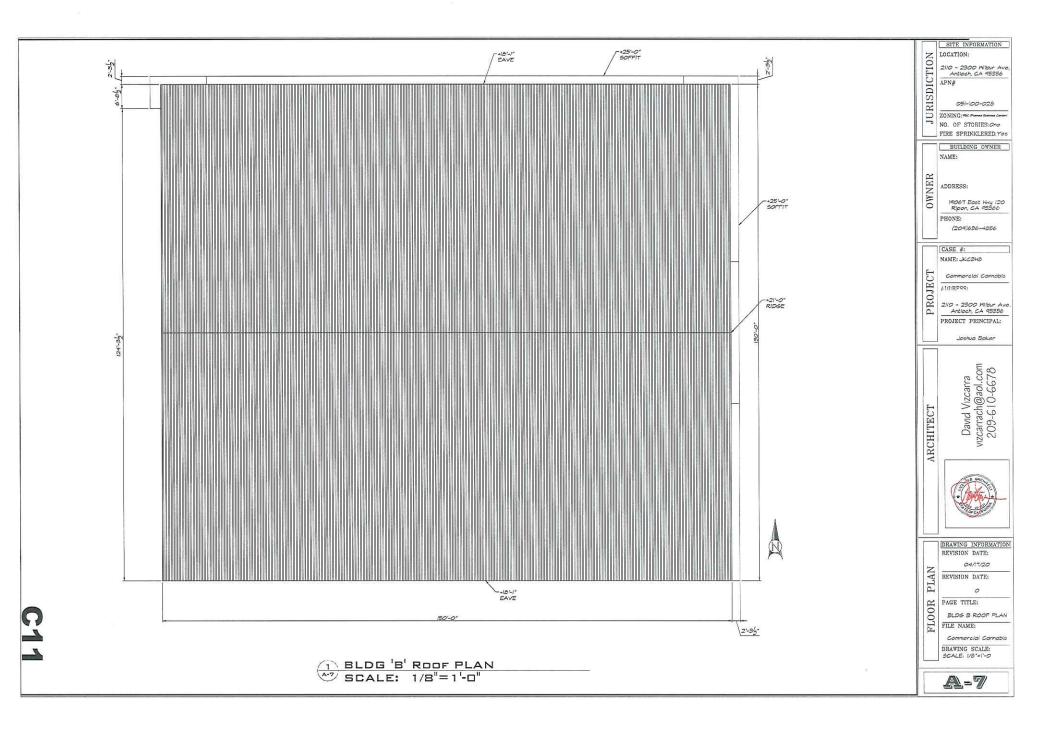


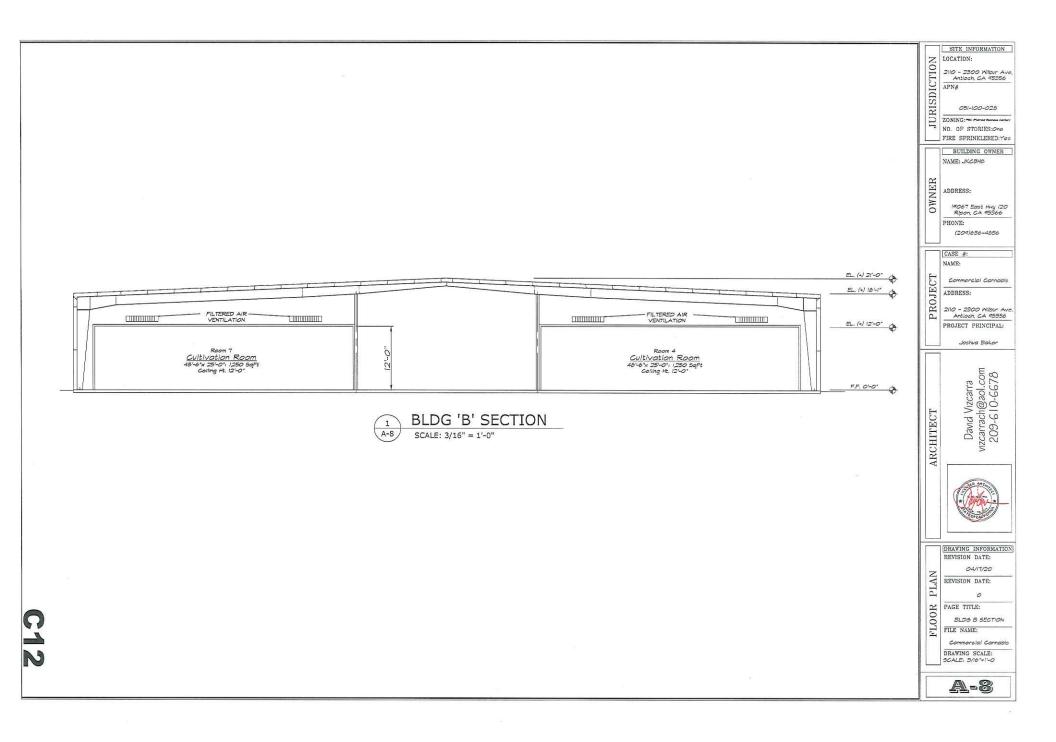


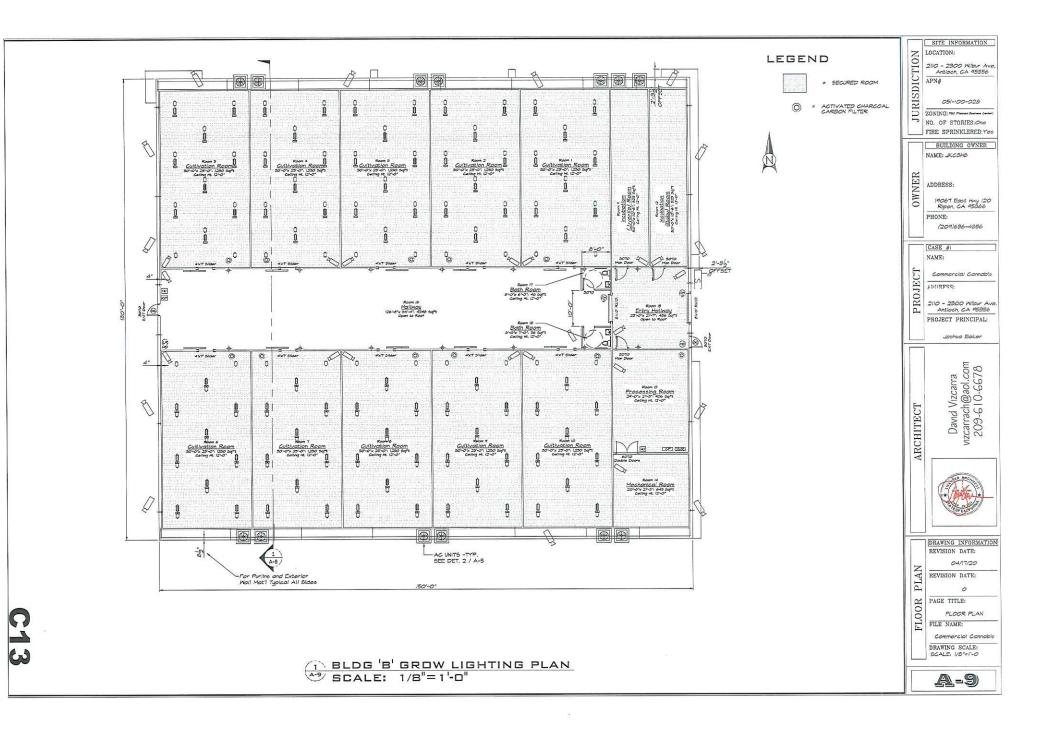


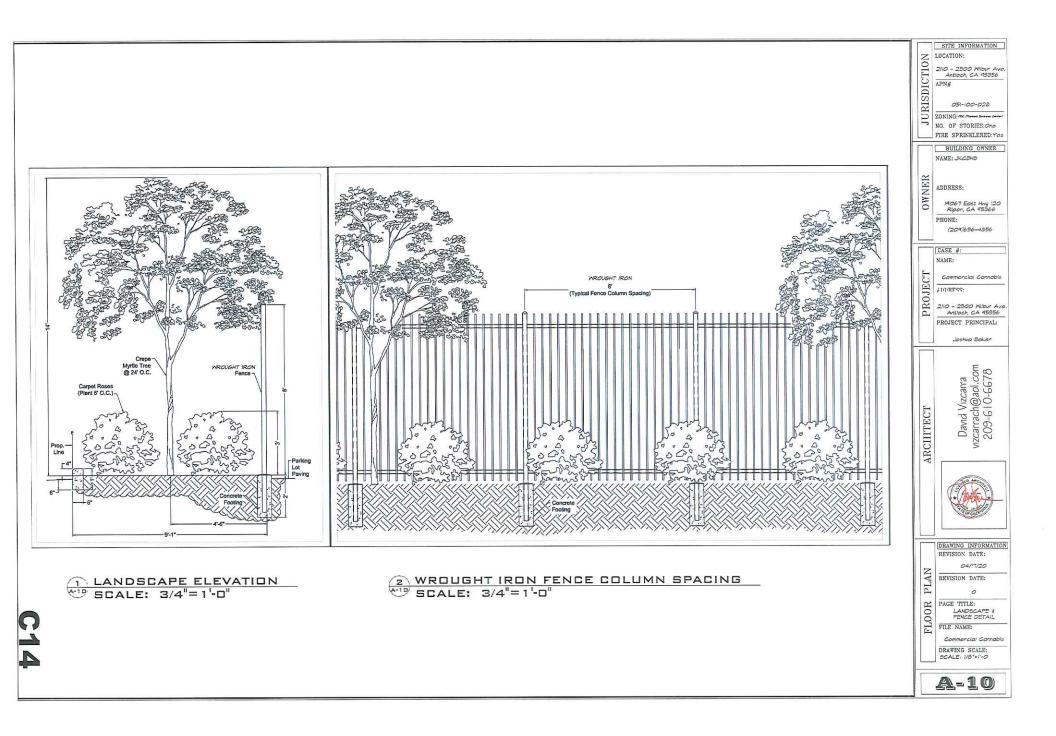




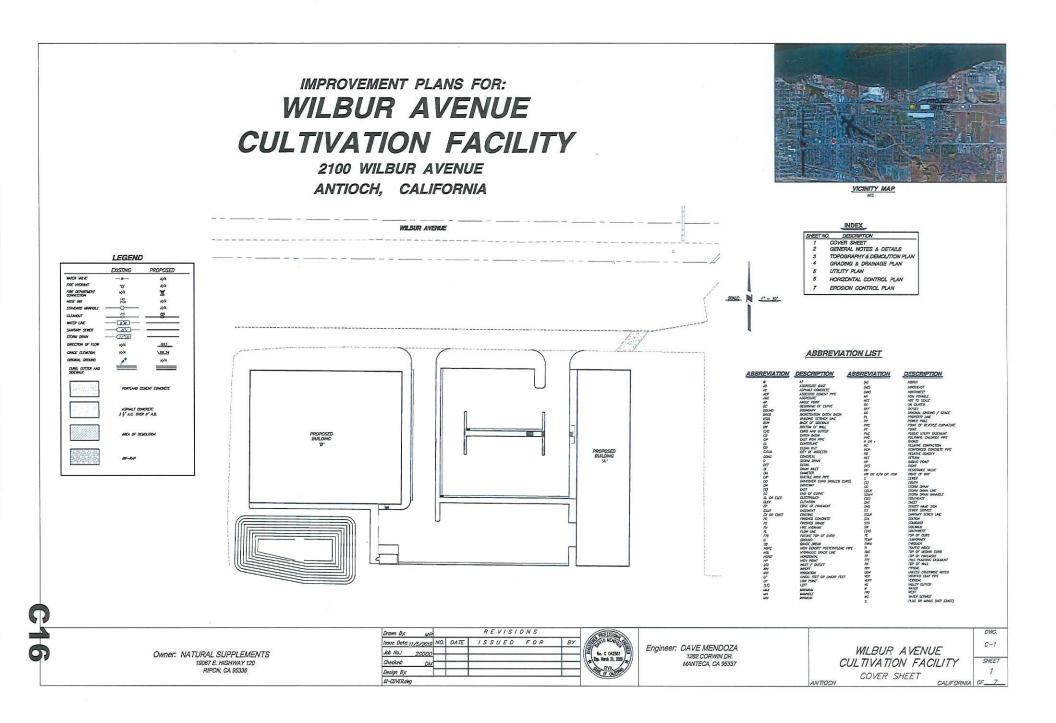


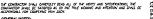












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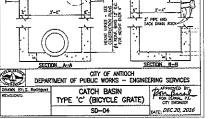
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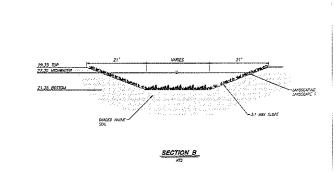
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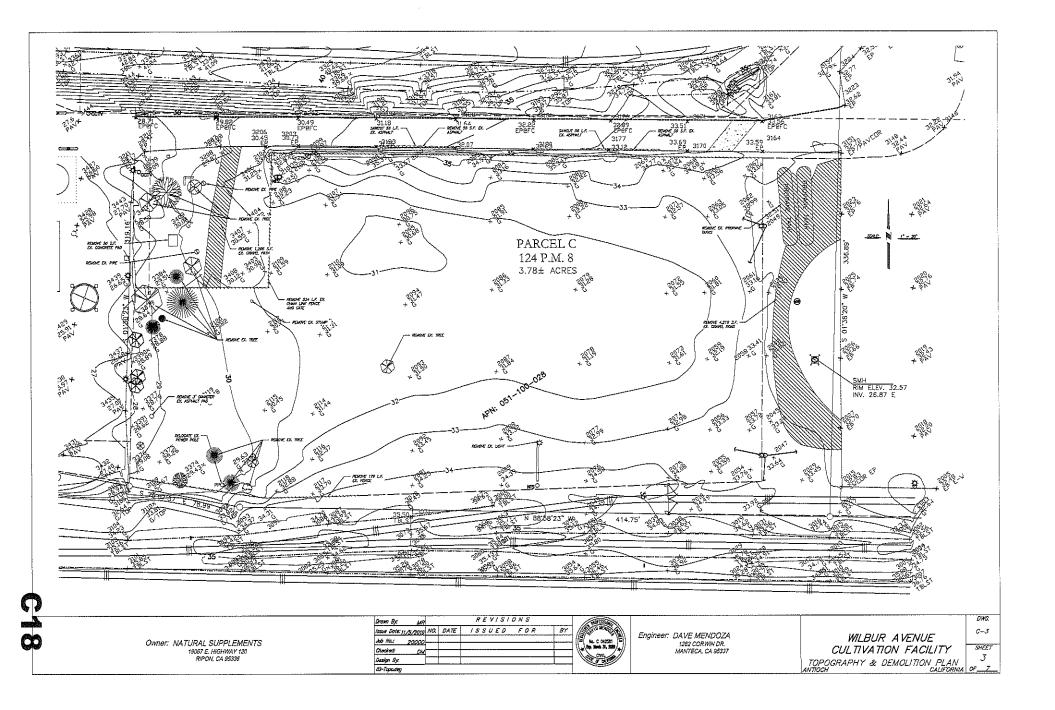
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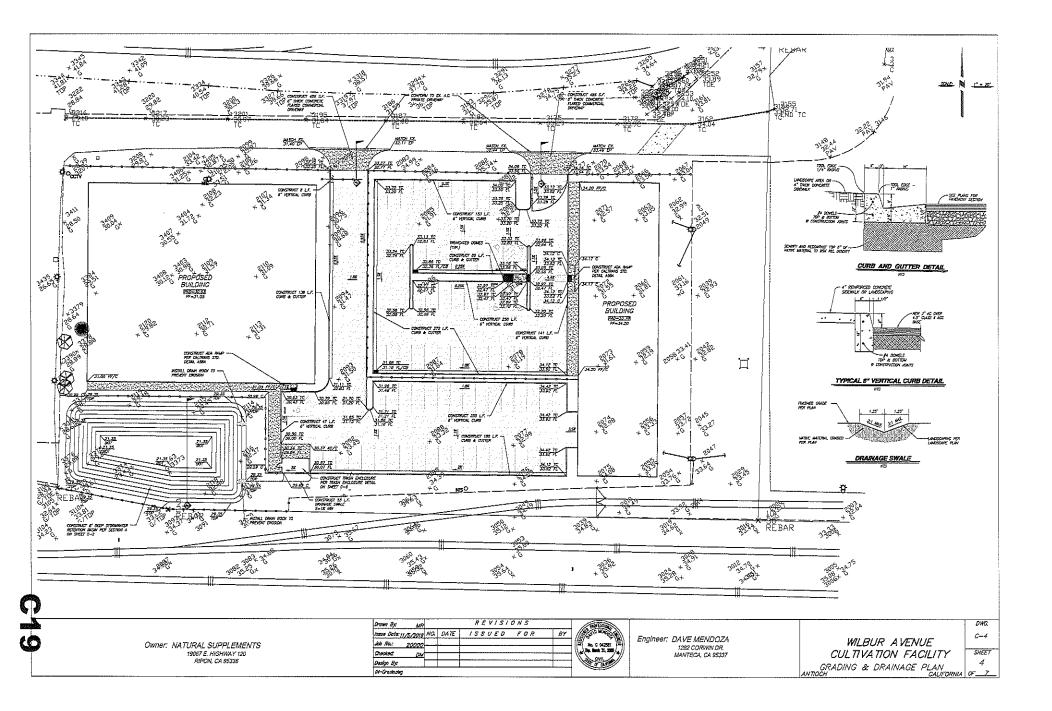
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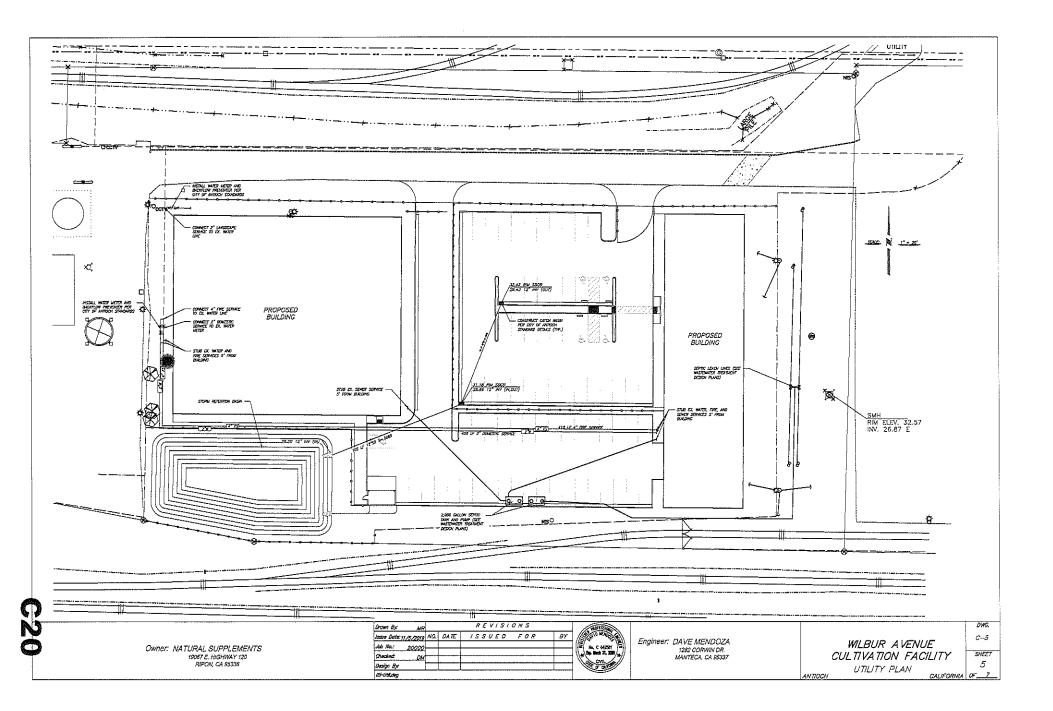
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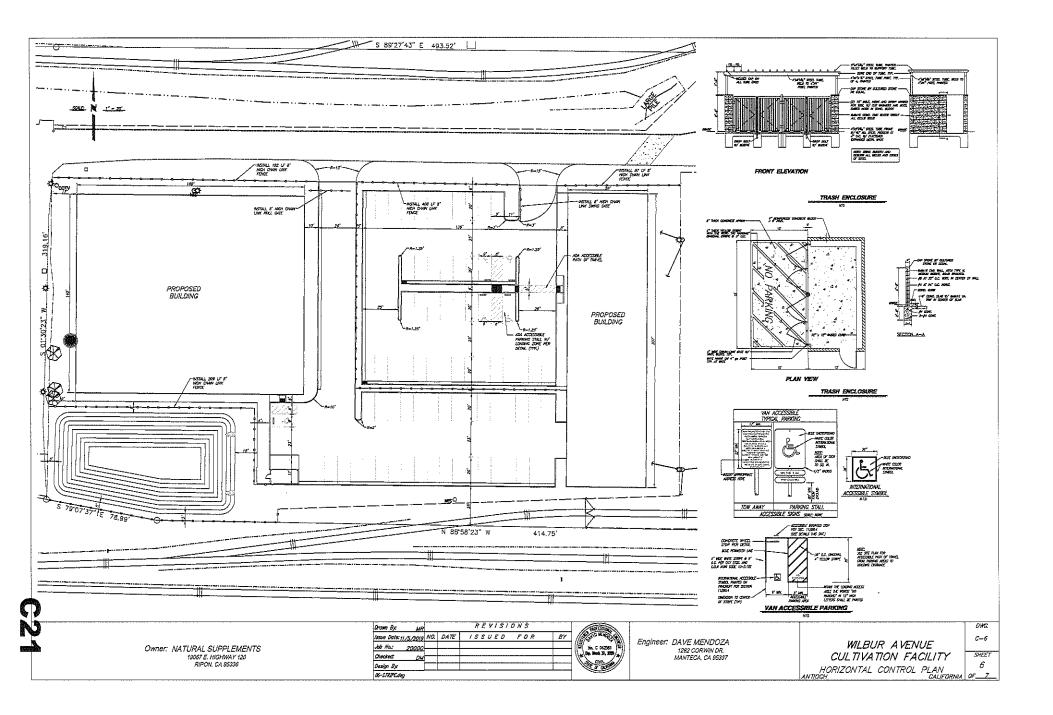
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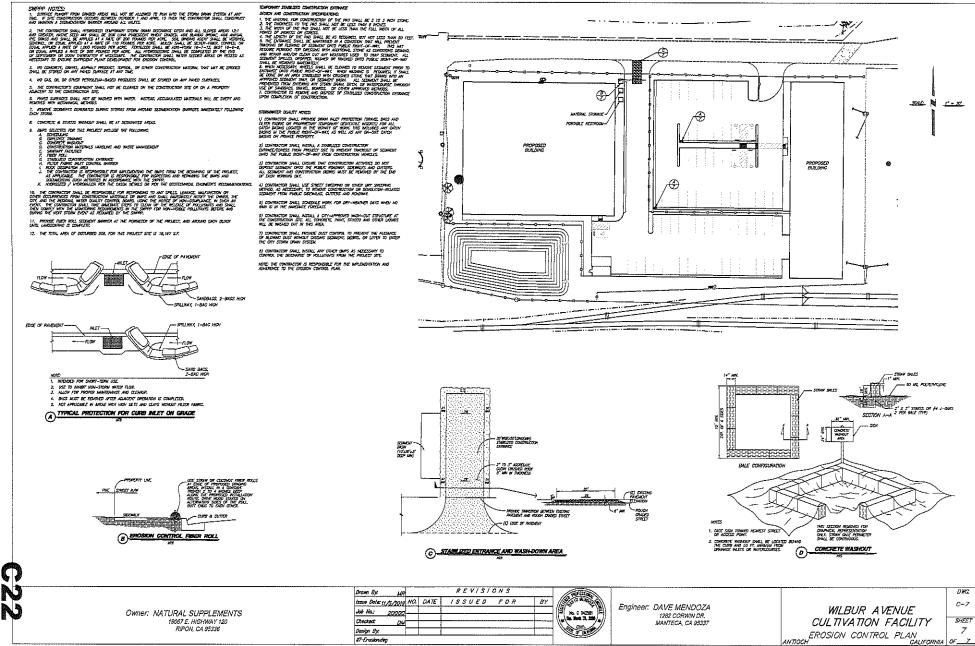












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# **Project Description**

2110-2300 Wilbur Ave. Antioch, CA 95356; APN: 051-100-028 Zoning: PBC

# Introduction

Natural Supplements, Inc. has proposed to develop the subject property including the construction of commercial and industrial structures on site to facilitate the operation of several Commercial Cannabis Business operations under Type 10 'Retail Storefront and Delivery', and Type 11 'Distributor' licenses from the State of California Bureau of Cannabis Control within the Department of Consumer Affairs, a Type 7 'Manufacturer' license from the California Department of Health, as well as a Type 3A 'Medium Indoor Cultivation' license from the State of California Department of Food and Agriculture.

The subject site is located at the above address within the City of Antioch in a 'Planned Business Center' Zone.

# Design Program

The project design is centered around several key elements which include:

- 1) Optimizing Site Security for the Protection of Customers and General-Public;
- 2) Maintaining the General Aesthetic Character of the Surrounding Community;
- 3) Minimizing Community Impact(s);
- 4) Maximizing Efficiency and Productivity in Beneficial Use of Property

## **Relationship of Site to Surrounding Uses:**

The general area surrounding the project site is predominated by industrial buildings and workyards. Immediately to the North is a vehicle impound yard. Immediately to the East is Silgan Container Corporation, and Antioch Tile and Stone. Immediately to the South is One Source Supply Solutions, a wholesale electrical supply store, and Granite, Marble, and Stone -Fabrication and Installation Specialists. Immediately to the West is a metal and vehicle scrap and trucking yard.

Antioch Youth Sports Complex is located to the south-west of the project but shall not be impacted whatsoever by business operation. The Complex is insulated from the subject site by the existing railroad easement and tracks which are secured by perimeter fencing outfitted with razor-wire. The elevation of the railroad easement as well as its security infrastructure render the facility completely inaccessible to potential sensitive use constituents. Additionally, odor control measures to be implemented at Natural Supplements facility shall ensure that our operation does not present any disturbance whatsoever to the constituents of the sports complex.

Number of Employees:	2 (Min/Shift)-Night Security
	36 (Maximum/Shift) [Combined Activities]

**Product Transport/Deliveries:** Natural Supplements anticipates product transports 3-4 times per week. All transfers of product from the facility to an off-site location shall take place within the secure Value Transfer Rooms within the facility structures. Further, upon arrival of product, following admittance to the site parking lot, the transport vehicle will be escorted into the Secure Value Transfer Room once the facility gate is closed and locked. The physical transfer of product shall always take place within the facility and out of public view.

In addition to product transport to and from the distribution, manufacturing and cultivation facilities as contemplated above, Natural Supplements Retail facility anticipates approximately 40 direct to customer deliveries per day, between the hours of 10am and 8pm.

*Vendors/Customers:* Natural Supplements will not require the admittance of vendors or customers on site, other than Lab Testing facilities who are contracted to take product samples for compliance with quality control regulations. This may take place once per week. During the extraction of a lab testing sample, the lab testing contractor will typically dispatch 1-2 technicians to the facility. This may take place 1-2 times per week.

#### Hours of Operation and Employee Shifts:

Retail: The hours of operation at the Retail facility shall be from 8:00am to 8:00pm.

Shift 1: Shall occur between the hours of 8am and 12pm

Shift 2: Shall occur between the hours of 12pm and 4pm

Shift 3: Shall occur between the hours of 4pm and 8pm

**Distribution:** The hours of operation at the distribution facility shall be from 9:00am to 6:00pm. There shall be only be one shift for employees of this operation.

**Manufacturing:** The hours of operation at the distribution facility shall be from 10:00am to 8:00pm. There shall be only one shift for employees of this operation.

Cultivation: The hours of operation at the cultivation facility shall be from 6am to 6pm.

Shift 1: Shall occur between the hours of 6am and 12pm

Shift 2: Shall occur between the hours of 12pm and 6pm.

#### **Project Phasing:**

#### **BUILDING A-**

[RETAIL PREMISES] QTR 4 (2020)

[DISTRIBUTION PREMISES] QTR 4 (2020)

[MANUFACTURING PREMISES] QTR 1 (2021)

#### **BUILDING B-**

[CULTIVATION PREMISES] QTR 1 (2021)

#### Parking Analysis:

#### **Parking Required**

Legend: (S)=Site; (R)=Retail; (D)=Distribution; (M)=Manufacturing; (C)=Cultivation

= 36

Site:

Security Manager (S)
 Security Staff Member (S)

#### **Building A:**

(1) Receptionist (R)
 (1) Retail Operations Manager (R)
 (5) Retail Clerks (R)
 (3) Delivery Transporters (R)

(2) Distribution Inventory Clerks (D)
(1) Distribution Manager; and (D)
(2) Distribution Transporters (D)

Manufacturing Operations Manager (M)
 Manufacturing Technicians (M)

#### **Building B:**

(1) Secretary (C)
 (1) Operations Manager (C)
 (12) Cultivation Technicians (C)

TOTAL EMPLOYEES:

#### TOTAL SPACES REQUIRED = 74

#### PARKING PROVIDED

Exterior:(75) 9'x20' STANDARD STALLS(4) 9'x20' VAN ACCESSIBLE DISABLED

#### \* TOTAL STALLS PROVIDED = 79

#### Landscaping and Tree Planting Plan:

The proposed landscaped area on site shall cover 11,336 sq. ft. of the project site. The project shall involve the construction of any new buildings on site. Accordingly, landscaping shall be added for its aesthetic quality and for the accommodation of on-site storm water drainage, and leach septic system field.

# Site Calculations

#### **AREA BREAKDOWN:**

GROSS SITE AREA:	172,933 S.F.
LANDSCAPED AREA:	11,336 S.F.
BUILDING AREA:	33,600 S.F.

#### CONCLUSION:

11,336\_S.F\_ 172,933 S.F. = (7)% LANDSCAPED AREA

(33,600) S.F. (172,933) S.F. = (19.4)% BUILDING AREA

#### Retail Activities [Building A]:

The primary activities involved in the operation of the commercial cannabis Retail Operation would involve of the retail sales and delivery of cannabis goods to both medicinal and adult use customers, as well as currency transfers from the facility. Distribution of Cannabis goods to the retail premises would be facilitated by Natural Supplements Distribution operation located within Building A.



Activities ancillary to these daily operations are constant maintenance of on-site security, business administration, as well as daily office management involving record keeping, correspondence, and interface with facility personnel. We anticipate occasional inspections from local and state authorities from respective governmental agencies who shall be allowed on site to inspect and confirm regulatory compliance.

The Hours of operation for the Retail Facility shall be from 8:00am to 8:00pm Monday through Sunday.

# Open Concept Retail 'Sales Room'

The Retail Floor Area will provide a free-flowing atmosphere with the massive space to enhance the Customer experience. The traffic flow inside the facility will never exceed the maximum capacity, nor will there be customers waiting in line outside, as the magnitude of the square footage provides comfortable accommodation for a substantial volume of customers at one time.

Following security clearance and verification of customer age and credentials, customers awaiting entry into the Sales Room, customers will be able to browse Natural Supplements selection of products on offer in the 'Customer Product Room'. This will allow the customer to make specific inquiries with Sales clerk on specific products once a sales representative becomes available, making transactions more efficient.

The size of the retail floor space, which exceeds over 2,500 sq. ft. makes potential customer accommodation at this facility a premium asset for the Business and the City of Antioch.

Once the customer's credentials and ID have been verified, receptionists in the Customer Product Room will complete all guest intake forms and do the following:

- Create a customer profile in the Point of Sale (POS) software system;
- Enter the guest's name, date of birth date and ID information into the appropriate data fields.
- Save the profile (for future use) and click "check in" to enter the person's name into the queue. Proceed to inform the guest about the daily limits on products;
- When an employee checks in a returning guest, the following occurs:
  - Ask the person for a valid proof of identification,
  - Find the guest's profile in the POS system.
  - Once the profile shows up on screen, click the customer's name to see their purchasing history at the facility as well as if they are a loyalty member, and click "Check In" to enter the person's name into the queue.
  - Once the customer reaches the Retail Sales Room, the sale of products commences.

The layout of the facility is much like walking into an Apple store – there will be kiosks throughout the sales floor with iPads attached to the tables. Customers can then use the iPads to look through the menu, additional pictures of the products, as well as more detailed information about the products for sale. Once they have found the products that they are interested in purchasing, a QR code is then printed from the tablet and taken over to a sales associate for further processing.

The following will occur during the Natural Supplements Customer Experience:

- Employees accommodate the customer's needs using product knowledge and sales skills gained through Natural Supplements initial training program.
- Interface with sales staff will always be geared toward friendliness and courtesy.
- The Retail Clerks also known as 'budtenders' and additional staff will advise the customers to the best of their ability about the products on hand.

## **Cannabis Product Register Procedures**

Once the customers have completed their shopping experience, the cashier will be handed the printed QR code generated from the tablet. All cannabis must leave in an opaque package and if the product packaging isn't child proof, the opaque package must be childproof.

- Each product will be labeled uniquely by QR code and correlating ID associated within the tracking system. The QR code will be scanned into the data field to ensure the correct information for each product is being recorded.
- The inventory is then removed from the back-inventory storage and presented to the customer.
- All inventory is then charged and recorded in the POS system to properly monitor in real time the movement of product throughout the facility and into the final sale.
- Ensure all discounts have been entered correctly by reviewing the price of the order and the discounts notes as well as relaying any promotional information to the consumer
- Relay the order total to the customer and collect payment.
- Count all cash in front of the customer to ensure accuracy and accountability as well as for video recordings.
- The exit bags that are given to the customers will be reusable and, if they return with the bag, will be given a discount on their next and all future purchases. This will also aid in minimizing waste.

Once the product has been purchased, the customer will be asked if they want an email receipt, which will minimize waste and help to reduce paper usage

# **Customer Exit**

- Once their purchase has been made, they will be required to exit the facility and, on the receipt, it will state "do not consume cannabis until you are home."
- Leaving customers exit the facility through the exit door, a separate door from the point at they entered, which will minimize congestion at the access points.

Security guards will observe departing customers to ensure they are not partaking in consumption in their vehicles while in the parking lot.

# **Exterior Flow of Customers**

• Ample Parking

The parking lot is very large, which allows for seamless flow and we will have a valet service to assist customers with parking their vehicles. There are a total of 42 off street parking spaces available to customers, with an additional 36 spaces designated exclusively for employees, visitors and vendors in an area isolated from the public.

Additionally, there is an access road to the property from Wilbur Avenue, which helps with additional traffic flow. We will encourage employees to utilize public transportation as well as encourage carpooling. This assists not only with employee parking, but adds to environmental sustainability, with a smaller carbon footprint.

# Goods for Sale and Customer Transactions

## **Goods for Sale**

Natural Supplements shall not make any cannabis goods available for sale to a customer unless such goods were received from a licensed distributor, have not exceeded their expiration or sellby date if one is provided, and, for manufactured cannabis goods, Natural Supplements shall ensure the product complies with all requirements of California Business and Professions Code Section 26130 and all other relevant laws. Natural Supplements retail facility shall not package or label cannabis goods, nor will it accept, possess, or sell cannabis goods that are not packaged as they will be sold at final sale.

#### **Live Plants**

Natural Supplements shall only sell live, immature cannabis plants if:

• The plant is not flowering;

- The plant or seed was purchased from a nursery that holds a valid Type-4 license under the Medicinal and Adult Use of Cannabis Regulation and Safety Act; and
- A label is affixed to the plant or package containing any seeds which states: "This product has not been tested pursuant to Medicinal and Adult-Use Cannabis Regulation and Safety Act."

## **Daily Product Limits**

Natural Supplements shall not sell more than 28.5 grams of non-concentrated cannabis to an Adult Use Customer.

Natural Supplements shall not sell more than more than eight (8) grams of concentrated cannabis, including that which is contained in cannabis goods, in a single day to a single customer.

Natural Supplements shall not sell more than six (6) cannabis clones in a single day to a single customer.

Natural Supplements POS system shall prevent "looping," where customers "loop" around the block and come back to the retail facility the same day to circumvent daily sales limits. The POS system shall correlate all purchases to an individual's customer profile and prevents circumvention of the rules.

## Goods on Display in Retail Area

Goods for inspection and sale shall only be displayed in the Customer Product Room, with digital profiles and limited samples available for browsing, and shall not be visible from outside of the facility.

All other retail inventory shall be maintained in the Customer Product Rooms and Bulk Cannabis Storage Room. All cannabis sold to customers will be packaged and labeled in accordance with Division 10 of the California Business and Professions Code. No free samples of cannabis will be provided.

#### **Customer Returns**

Natural Supplements will accept returns of cannabis goods previously sold to a customer. Such goods shall not be re-sold once they have been returned, shall be treated as abandoned, and shall be destroyed and disposed.

# Facility Layout and Logistics

## **Security Checkpoint**

The Security checkpoint will serve as the sole entrance point for customers and visitors arriving at Natural Supplements Retail Facility. This feature shall serve as a deterrent to any potential

criminal activity or threat to customers, employees, and visitors at the store. One state licensed, uniformed, armed and badged security guard, shall provide customers, employees, as well as the City of Antioch with the comfort of knowing Natural Supplements keeps the safety and security of its customers and personnel at the forefront of consideration in its business practices. The Security Checkpoint area is large enough to accommodate several customers at one time who may form a small line completely within the building. The availability of this large interior intake space will prevent an over-congestion of customers and lines running to the exterior of the building.

# **Customer Product Room**

This area of the facility shall serve as the primary hub for customer registration and intake, with a Receptionist available to assist each customer entering for the first time or returning to enjoy a unique and enjoyable customer experience with access to the commercial cannabis industry's most sought after and highest quality products on display prior to entry into the Sales Room. This area shall be outfitted with a reception desk and computer tablets connected with integrated POS software. Natural Supplements will create a Customer Profile for each customer in order to develop a customer marketing database for tracking of specific metrics including customer visitation patterns, buying patterns, and average sale value per visit.

# **Retail Sales Room**

The Open Concept 'Apple Store  $\rightarrow$ ' design shall include a vast, airy floor space with several customer kiosks, each outfitted with multiple computer tablets containing integrated POS software, allowing customers to move freely to digitally browse, as well as physically inspect cannabis goods available in inventory with the assistance of Retail Clerks working the floor in the event a sample is requested. Large digital monitors will add to the customer experience with advertisements, menu items, and informational images displayed.

# **Bulk Cannabis Storage**

Natural Supplements bulk inventory shall be housed in the Bulk Cannabis Storage which will be separated from the Retail Floor by a hallway which shall serve to provide compartmentalized, secure access. Furthermore, at the close of business, all remaining inventory placed in the Customer Product Rooms for customer viewing and inspection shall be returned to the Bulk Cannabis Storage f during off-hours

The Bulk Cannabis Storage also shall be utilized to house cash accumulated from operations throughout the working day, as well as the computer tablets utilized by staff and customers.

# **Managers Office**

This room will serve as the central location for facility business administration. It will house the facility's computer systems and administrative equipment, as well as records and documentation required to be housed on site under the Antioch Municipal Code and State Law, including transaction information, patient records, reports, shipping manifests

# **Security Office**

The Security Room shall serve as the central location for security coordination, monitoring, and logistics. It will house the facility's security network infrastructure, including surveillance monitors with access to all security camera viewpoints which will be under the constant supervision of security personnel during all hours of operation. The Security Manager shall have master control of all locking mechanisms to every access point throughout the interior and exterior of the premises, which allows effective direction and control of high value transfers of product and currency to and from the facility. This room shall be accessible only to the Security Manager, Operations Manager and designated staff members.

# Distribution Activities [Building A]:

The primary activities involved in the operation of the commercial cannabis distribution business would involve the wholesale purchase and resale of cannabis goods, as well as the provision of contract services, for processing, packaging, storage for lab testing, and transportation of cannabis goods to licensed retailers and distributors, including cannabis flower, cannabis concentrates, and edible cannabis goods. All cannabis products for wholesale purchase or taken in for service by Natural Supplements shall be sourced only from State licensed cultivators, Manufacturers and Distributors.

Such cannabis goods may arrive pre-packaged for distribution into the commercial market, or in bulk to be processed and packaged by Natural Supplements prior to testing and distribution to retailers and distributors.

All product transactions, including the physical transfer of cannabis goods, shall take place wholly within the secure facility structure.

The Hours of Operation for the Distribution Facility shall be 9:00am to 6:00pm Monday through Friday.

# Manufacturing Activities [Building A]:

The primary activities involved in the operation of the commercial cannabis manufacturing business would involve the extraction, and infusion of cannabis concentrates, as well as the packaging and wholesale of cannabis, and cannabis concentrates derived from cannabis flower and trim sourced from state licensed cultivators.

Manufacturing activities would include all aspects of the extraction process, infusion process, and packaging and labeling processes, including processing, preparing, holding and storing of cannabis products. Manufacturing would also include any processing, preparing, holding, or storing of components and ingredients.

The hours of operation for the Manufacturing facility shall be 10:00am to 8:00pm Monday through Friday.

# **Concentrate Extraction:**

Natural Supplements shall utilize two (2) separate cannabis concentrate extraction units to produce its manufactured products.

#### Precision X40MSE

The X40 MSE utilizes both non-volatile and volatile solvents, including **hydrocarbon**, **butane**, **propane**, **and ethanol**, through a variety of manufacturing methods, to produce an array of cannabis concentrates from raw cannabis material ("trim"). This closed loop extraction system utilizes stainless steel components, 100% stamped and rated vessels certified by the American Society of Mechanical Engineers, internal heating and cooling systems for safe, user friendly use. The unit is capable of processing up to 50 pounds of raw material per run, with yields varying based on raw material quality and method for extraction.

Among the various concentrated cannabis products this unit is capable of producing various forms of concentrate including but not limited to shatter, budder, live resin, and wax, it also produces 'crude' cannabis concentrate which is utilized for production of distillate through the extraction system discussed below.

#### Precision CDU 3000

The Precision Commercial Distillation Unit (CDU) 3000 utilizes 'crude oi' which is fed into a column and distributed over an evaporative surface via an automated dosing pump and 'Precision Thin Film Extraction' rollers for even distribution to produce refined cannabis 'distillate'. This unit, specifically designed for cannabis is capable of producing up to six (6) liters of distillate per hour with a continuous auto feed/extraction system with no 'batch size' limitations. It is equipped with an emergency shut off switch and temperature control units. The finished 'distillate' product may be used for infused edible products and vaporizer products.

Natural Supplements manufacturing process will involve rigorous planning, a sterile environment and state-of-the-art equipment, combined with multiple control procedures to prevent and eradicate errors. By complying strictly with regulations, choosing environmentally friendly processes and establishing rigorous quality assurance procedures the operation shall adhere to a series of engineering, administrative and regulatory controls. Engineering controls include physical safeguards, intelligent facility design and construction for worker safety and personal protective equipment to protect workers from chemical, physical and mechanical hazards. To ensure that all cannabis products manufactured at the processing facility are done so in a manner that is compliant with local and state ordinances, the company has designed and will implement standard operating procedures for the operation of closed-loop extractors using volatile agents. Natural Supplements has adopted Standard operating procedure for the use and handling of the hazardous chemicals safely, including the amount and concentration used, special handling procedures, engineering controls and personal protective equipment. The Manufacturing premises will be maintained under positive pressure with respect to the adjacent anteroom and supplied with HEPA-filtered air to meet the ISO Class 7 standard for flow and particle count under static conditions.

## **Concentrate Infusion:**

- Natural Supplements shall utilize distillate produced on site for infusion of a variety of cannabis edible and vaping products. Stainless steel and glass tables, vessels, trays, and utensils shall be utilized to maintain a sterile environment and prevent contamination of product during infusion. Specific methods and formulations for infusion will depend upon the product and recipe for manufacture. In no case shall Natural Supplements manufacture any edible cannabis product that is greater than 100mg THC per package or 10mg THC per serving, nor shall it produce any manufactured cannabis goods that exceed 1,000 mg THC per package.
- All personnel involved with the handling and packaging of medical cannabis will wear proper lab coats, latex gloves, and hairnets.
- Personnel will also be required to wash hands and exposed areas of the arm before beginning work, before and between glove use, and after using a toilet facility.
- Gloves will be replaced after each pound of medical cannabis has been packaged, when beginning to package a different variety or shipment of product (to prevent cross-contamination), and every two-hours.
- Prior to entering the packaging room, personnel must report any illness or personal health condition that might compromise the cleanliness or quality of handled medical cannabis. The Packing and Labeling Agent will maintain a sanitation log with records retained for seven years (7).

# Cultivation Activities: [Building B]

The primary activity in the operation of the commercial cannabis Cultivation businesses would involve the cultivation of 'flowering cannabis plants within the cultivation area, which are mature cannabis plants which produce cannabis 'flower' or 'buds', for wholesale to state licensed distributors, manufacturers, and retailers. Ancillary to the primary Cultivation activity would be the processing, packaging, and secure storage of finished 'cannabis flower' as well as constant maintenance of on-site security administrative functions including record keeping, correspondence, and interface with facility personnel. The transfer of cannabis cultivated on site would be facilitated by Natural Supplements complementary distribution operation proposed for

All product transactions, including the physical transfer of cannabis goods, shall take place wholly within the employee only area of the secure facility site.

Hours of operation for Cultivation will be from 6:00am to 6:00pm.

Typically there are three (3) stages involved in the cultivation phase including 1) **Propagation**; 2) **Vegetation**; and 3) **Flowering**.

The facility will be utilized primarily for flower production non-flowering cannabis plants sourced from Natural Supplements small on site Nursery Room, which would also be located in the Cultivation Premises.

Immature cannabis plants may also be sourced from licensed nurseries and placed into soilless, organic mediums which will facilitate the transfer of water and nutrients from the automated nutrient injection system to each individual plant.

During the cultivation process, Cultivation Technicians will monitor automated cultivation systems in each room. These systems will be comprised of 1,000-watt cultivation lamps, automated nutrient injection systems with irrigation lines running to each grow room where the plants will be fed, air-conditioning, dehumidification and ventilation systems, as well as Sonic Wave Harmonizers which stimulate the plants stomata, aiding plant growth. (50-Watt and 200-Watt Cultivation Lamps would be utilized in the *Propagation and Vegetation* in the event those processes are implemented on-site).

This process will also involve the repeated application of unique identifiers and recording of data into the State's "Track and Trace System" as the plants mature through the various phases.

During the cultivation process the Operations Manager will monitor the cultivation technicians, advise them as to best practices, and enter the information into the State's "Track and Trace" system as required by law during each shift.

**1.** *Propagation*-At the onset of the propagation stage, cultivation technicians would implant immature clones into a small organic medium comprised or rock-wool where, during a two week period the plantings will sit under 50-Watt lamps with eighteen (18) hours of light and six (6) hours of darkness to take root prior to the *Vegetation stage*. Propagation will take place within Grow Room 6.

2. Vegetation-At the onset of the vegetation stage, the same organic mediums with plantings intact would be placed by technicians into larger soil pots where, during a three to four-week period the immature plants will sit under 200-Watt lamps with eighteen (18) hours of light and six (6) hours of darkness as they develop more robust stalks to support themselves prior to the *flowering stage*.

**3.** *Flowering*- the flowering phase will take place during a seven to nine-week period where mature cannabis plants will sit under 1,000-Watt lamps with twelve (12) hours of light and twelve (12) hours of darkness, causing the plant flowers to bloom. Trellis infrastructure will be set up within these grow rooms to support the plants as they flower.

Ten days into the flowering phase, the plants will be pruned by the cultivation technicians to optimize plant health, yield, and quality.

## **Grow Rooms**

The Cultivation Facility will contain ten (10) 25x50 sq. ft. cultivation rooms. Each cultivation room will contain four (5) 4x40 square foot rolling tables upon which the cannabis plants will sit.

The interior of the cultivation rooms will be constructed with 4" insulated urethane panels with a baked-on USDA approved, White Enamel finish, meeting all California Title 24 Code standards.

## **Cultivation Lighting Layout**

The cultivation lights inside of each grow room will be positioned directly above the rolling tables; one (1) light will be placed every five-feet running the length of each rolling table, for a total of twenty (36) lights per room.

## **Cultivation Lighting Wattage**

50-Watt Lights would be used for Propagation; 200-Watt Lights would be used for Vegetation; and 1,000-Watt Lights will be used for Flowering.

# Air Ventilation, Filtration and Odor Control

As the HVAC system provides artificial temperature control and air flow, fresh-air wall-ports, filtered ceiling ventilation hatches and industrial carbon filters provide a fail-safe to ensure temperature balance, constant air flow, and odor remediation in the event of an HVAC system failure.

Within each grow room, three (3) condensing units, and three (3) evaporators will be implemented to provide necessary cooling and dehumidification.

10-inch circular fans Coupled with industrial carbon filters will be utilized in each grow room, the Drying/Curing room, the Processing/Packaging Room, and the Safe Room to provide complete odor remediation such that there will be no detectable odor of cannabis outside of the building.

The following formula utilized to control air quality is as follows: Cubic Feet of Room Space % 3= Cubic Feet per Minute (CFM) of airflow necessary for internal odor scrubbing.

## **Power Source**

PG&E shall be the utility provider for our source of power. The facility shall be equipped with a 300-Amp Panel with 3-Phase power distribution.

## **Chemical and Pesticide Storage Room**

All pesticides and chemicals shall be stored within locked metal cabinets inside of the Processing Room. They shall be accessed only as necessary and returned to the cabinets and securely stored upon completion of application.

Natural Supplements, Inc.

Natural Supplements, Inc.



# Pest Management Plan

Natural Supplements shall employ an Integrated Pest Management (IPM) Plan that is compliant with both the Organic Materials Review Institute Standards as well as California Law. Natural Supplements IPM plan will include the following bio-insecticides, fungicides, bactericides, irritant washes, as well as mites and small arthropod predators to control and eliminate insects and microbiological threats to its cannabis crop.

Regarding the use of Pesticides on the premises Natural Supplements shall:

- 1. Use only properly labeled pesticides and comply with all pesticide label directions;
- 2. Store all chemicals in locked metal cabinets within the Pesticide Storage Closet in the Processing Room;
- 3. Immediately contain any chemical leak and clean up any spills;
- 4. Apply the minimum amount of product necessary to control the target pest;
- 5. Prevent any off-site drift;

# **Pesticide Application**

During application of pesticides, Natural Supplements Cultivation technicians shall wear protective eyewear, a long-sleeved shirt and long pants, waterproof gloves, shoes and socks as well as National Institute for Occupational Safety and Health (NIOSH) compliant dust/mist filtering respirators.

Immediately following application of pesticides, Natural Supplements Cultivation Technicians shall wash thoroughly with soap and water. Contaminated clothing shall be washed before re-use.

#### **Products List**

#### 1. Bio-insecticides-

a. Grandevo (Active Ingredients: Chromobacterium subtsugae strain PRAA4-1 and spent fermentation media)

b. Venerate (Active Ingredients: Heat-killed Burkolderia spp. strain A396 cells and spent fermentation media)

Bio-insecticides may be used at any stage during the plant's life cycle, butwill be applied every three days for up to three weeks for preventative maintenance during the Vegetative stage.

#### 2. Fungicide/Bactericide-

- a. Defguard (Active Ingredients: Bacillus amyloliquefaciens strain D747)
- b. M-Pede (Active Ingredients: Potassium salts of fatty acids)
- c. Regalia (Active Ingredients: Extract of Reynoutria sachalinensis)

- d. Oxidate 2.0 (Active Ingredients: Hydrogen Dioxide; Peroxyacetic Acid)
- e. Triact 70 (Active Ingredients: Clarified Hydrophobic Extract of Neem Oil)
- f. Organocide (Active Ingredients: Sesame Oil)

Fungicides may also be used at any stage during the plant's life cycle, but will be applied every three days for up to three weeks for preventative maintenance during the Vegetative stage.

#### 3. Irritant/Washes-

a. (PM) Wash (Active Ingredients: 99.9% Water)

b. Prevasyn (Active Ingredients: Capsicum oleoresin extract; Garlic Oil; Soybean Oil)

Irritants/washes can be applied during any stage during a plants life cycle, and will be applied for preventative maintenance during the Vegetative stage.

#### 4. Mite and Small Arthropods Predators-

- a. Amblyseius Andersoni
- b. Amblyseius) Californicus
- c. Amblyseius) Fallacis
- d. Phytoseiulus Persimilis

Mite and small Arthropod Predators will be applied during the Flowering stage upon any sign of infestation. To be used effectively, the Predators will be applied at a ten-to-one (10-1) ratio, that is ten (10) predators for every mite identified.

# Cannabis Harvest and Processing

There are four (4) stages involved in the processing phase including 1) *Harvest* 2) *Trimming* 3) *Packaging and* 4) *Labeling*.

*Harvest*-Once the plants have flowered and are ready for harvest, cultivation technicians will remove the larger 'Sun Leaves' and extraneous organic material from the flowered plant stalks, leaving the flowers, then transferring them to and hanging them in the Drying/Curing Room. The harvested flower stalks will hang to cure for a period of five (5) to eight (8) days prior to the *Trimming Stage*. Once fully operational, one grow room will be ready for harvest every seven (7) to ten (10) days.

## **Cannabis Processing/Packaging Room**

All cannabis processing, packaging, and labeling will take place exclusively within this area of the facility.

2. *Trimming*-Once the flowers have cured on the stalk, they will be transferred from the grow rooms to the processing area where cultivation technicians will clip them from their stalks, and hand trim them to remove the finer leaves. This process will take two (2) to three (3) days following each room being harvested.

3. *Packaging*- Once fully trimmed, the cannabis flowers will be separated into different 'batches'. Each batch will be placed into an air-sealed package to which a unique identifier will be applied.

4. *Labeling*- Natural Supplements shall ensure that a label is physically attached to each packaged batch of cannabis stored on premises. The batch and package labels shall include the following:

a. Natural Supplements name and license number;

b. The date of entry into the Safe Room;

c. The unique identifiers and batch number associated with the batch;

d. A description of the cannabis with enough detail to easily identify the batch;

e. The weight of or quantity of units in the batch; and

f. The best-by, sell-by, or expiration date of the batch, if any.

During processing, the Operations Manager will monitor the cultivation technicians, advise them as to best practices, and enter the information into the State's 'Track and Trace' system as necessary during each shift.

# **Cannabis Waste Holding and Destruction**

Upon accumulation of cannabis waste, such waste will be remediated by mixing it with the spent soil utilized for delivery of water and nutrients to individual cannabis plants. The soil and cannabis waste shall be co-mingled and grinded down to a uniform mixture, such that the cannabis waste is destroyed and unrecognizable from its original state. In the event a Natural Supplements finished cannabis flower batch is not fit for distribution, it shall be deemed cannabis waste and become subject to destruction and disposal.

Natural Supplements shall dispose of cannabis waste in a secured waste container located within this room in the Processing Room. As organic waste accumulates on site, Cultivation Technicians will be responsible for collecting, remediating and placing said waste into the container. Once the container has reached capacity, the organic waste will be transferred by select Cultivation Technicians to an off-site waste disposal facility. All cannabis waste will be identified, weighed, and tracked, both while on premises and at the time of disposal.

The Operations Manager will be responsible for monitoring the collection and disposal of waste, and entering information into the State's "Track and Trace System" as necessary. Natural Supplements shall maintain comprehensive records regarding cannabis waste that accounts for, reconciles, and evidences all activities related to the generation or disposition of cannabis waste.

## **Track and Trace**

Natural Supplements shall report in the track-and-trace system changes in disposition for any cannabis plants on premises, any cannabis product transfers associated with the facility, as well as the disposition of any cannabis waste. All changes in disposition shall be reported within three (3) business days of the change in disposition of the cannabis plants. Changes in disposition of cannabis plants include but are not limited to:

- a. Flowering;
- b. Destruction or disposal;
- c. Harvest;
- d. Processing;
- e. Storage; and
- f. Packaging.

#### **Account Manager**

Pursuant to its track-and-trace obligations, Natural Supplements shall designate its Operations Manager as the 'track and trace account manager' to serve as the primary responsible party for data entry and reporting. The Operations Manager shall complete track and trace system training prior to the facility becoming operational, shall designate track and trace system users as needed, and be responsible for user training regarding the proper and lawful use of the system before users are permitted access to the track and trace system.

Natural Supplements shall maintain an accurate list of all track-and-trace account managers and users and shall immediately update the list when changes occur.

Any data erroneously entered in the system shall be corrected within three (3) days of discovery of the error. In the event Natural Supplements loses access to the track and trace system, it shall prepare and maintain comprehensive records detailing all required inventory tracking activities conducted during the loss of access. Once restored, all data manually recorded shall be entered in the track and trace system. The time of loss and restoration of track and trace system access shall be recorded. Natural Supplements shall not transfer cannabis to a distributor until access to the track and trace system is restored with all manual recordings updated in the system.

#### Information subject to Reporting

Information to be entered in the 'track and trace system' related to each transfer of cannabis shall include but not be limited to:

- 1. Natural Supplements name, business address, and department issued license number as seller;
- 2. The name, business address, and department issued license number of the purchaser;
- 3. The name and department issued license number of the distributor;

- 4. The date of sale, transfer or receipt (month, day and year). The date of any sale, transfer or receipt of cannabis or non-manufactured cannabis products shall be the date of transfer to the licensee receiving it;
- 5. The weight or count of individual units of cannabis or non-manufactured cannabis products sold, transferred or received;
- 6. Estimated departure and arrival time;
- 7. Actual departure time;
- 8. Description for each item including strain or cultivar, and all applicable information below:
  - a. Plant;
  - b. Flower;
  - c. Leaf;
  - d. Shake;
  - e. Kief; and
  - f. Pre-rolls.
- 9. UID(s).

Cannabis designated for distribution into the Medicinal and Adult Use Markets, respectively, shall be appropriately labeled according to its product license designation, shall be stored in separate storage containers within Natural Supplements Inventory Safe Room, and shall not be commingled.

#### Unique Identifier Device(s) (UID)

A Unique Identifier Device (UID) shall accompany all cannabis plants throughout the growing cycle to harvest.

A UID shall be applied to each individual cannabis plant at the time the plant is moved to the designated 'canopy area'. The UID shall be kept free of dirt and debris, and attached to the main stem at the base of each plant using a tamper evident strap or zip tie in a position so it would be visible and within clear view of an individual standing next to it. Natural Supplements shall not remove a UID from any mature plant until the plant is harvested, destroyed or disposed.

#### System Reconciliation

In addition to physical inventory reconciliation against facility records, Natural Supplements shall reconcile its physical inventory against records contained in the track and trace system at least once every 14 days. In the event a discrepancy is identified, Natural Supplements shall immediately notify licensing authorities.

#### **Record Keeping**

Natural Supplements will maintain the following records on premises including but not limited to:

- 1. All Cultivation Permits and licenses;
- 2. Cultivation Plans;
- 3. All records evidencing compliance with environmental protection measures;

- 4. All supporting documentation for data or information input into the track-and-trace system;
- 5. All unique identifiers (UID's) assigned to product in inventory and all unassigned UID's. UID's associated with product that have been retired from the track-and-trace system shall be maintained for six (6) months after the tags are retired;
- 6. Financial records including but not limited to bank statements, tax records, sales invoices, and sales receipts;
- 7. Personnel records, including each employee's full name, social security, or tax ID number, date of beginning employment, and date of termination of employment where applicable;
- 8. Records related to employee training for the track and trace system including the date(s) training occurred, description of the training provided, and the names of the employees that received the training;
- 9. Contracts with other state licensed cannabis businesses;
- 10. Security Records;
- 11. Records associated with the disposal of cannabis waste;
- 12. Documentation associated with any loss of access to the track-and-trace system;

#### Inventory Control and Record Keeping

In addition to utilizing Metrc for purposes of tracking and reporting commercial cannabis inventory and transactions as required by the State, Natural Supplements shall maintain an inhouse inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products it intends to place into the commercial market for all stages of the growing laboratory testing and distribution processes until purchase as set forth under MAUCRSA.

Natural Supplements shall maintain such books and records in an electronic format detailing all revenues and expenses of the business, as well as its assets and liabilities. Such records will include monthly statements detailing the number of sales under each permit, respectively, including gross receipts for each month and all applicable taxes paid or due to be paid. Such records shall also demonstrate that all cannabis is provided only to other locally and state permitted and licensed cannabis operations.

#### Sales and Invoicing

Natural Supplements shall prepare a sales invoice or receipt, along with an electronic manifest for every sale or transport of cannabis product to another licensee.

Each sales invoice shall include:

- 1. Natural Supplements name, business address, and license numbers;
- 2. The purchaser's name, business address and license numbers;
- 3. The date of sale or transfer to the licensee receiving the cannabis product;
- 4. An invoice or receipt number;
- 5. The weight or quantity of cannabis product sold;
- 6. A description for each item including strain or cultivar;

7. The signature of the Natural Supplements representative authorized to make the sale or transfer acknowledging the accuracy of the cannabis products being shipped;

8. The signature of the purchaser or designated representative, acknowledging receipt or rejection of the cannabis product.

#### Reporting and Tracking of Product and of Gross Sales

Natural Supplements shall maintain a point of sale and inventory management and tracking system to track and report all aspects of the commercial cannabis activity in which it engages, including tracking product, inventory data, and gross sales (by weight and by sale).

# Conformity with Local and State Law

The owners, operators, and employees of Natural Supplements shall certify and ensure that all Commercial Cannabis Activity will, at all times, be conducted in a manner compliant with all applicable state and local laws, any subsequently enacted state law or regulation, licensing or certification requirements, any specific, additional operating procedures or requirements which may be imposed as conditions of approval of a Commercial Cannabis Use Permit, as well as any requirements of the City of Antioch and Contra Costa County related to the operation of the commercial cannabis business on Site.

# **Consistency with City of Antioch General Plan**

Cannabis is considered an Agricultural Product by the State of California with licensing and regulatory oversight provided by the California Department of Food and Agriculture. Accordingly, the Retail, Distribution, Manufacturing and Cultivation activities on-site would be consistent with the City of Antioch General Plan, (Planned Building Center).

Finally, the proposed parking and landscaping meet City criteria for the intended uses, all of which shall utilize proposed structures on site.

Considering all business activity will take place wholly within proposed facility structures on site, with ample parking for the intended use, ample landscaping coverage as well as the aforementioned security gate, personnel, infrastructure and protocols to be implemented, the proposed use will not be detrimental to the health, safety and general welfare of persons residing or working in the neighborhood of the use, and will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

# **Property Owner List**

1. JKC3H8 (Sole Owner)

Natural Supplements, Inc.



# (Supplemental) Operating Partner/Consultant

Natural Supplements has entered into an agreement in principle with Lyfted Farms, Inc. a State Licensed Cannabis Cultivator and Distributor operating out of Stanislaus County, for consulting and management services to assist in the startup and operation of its Cultivation, Manufacturing and Distribution Premises.

# Background

Lyfted Farms (Lyfted), a California S-Corporation doing business in Stanislaus County as a State licensed Commercial Cannabis Cultivator (CCL18-0000289), Nursery (CCL18-0000294), and Distributor (C11-0000624-LIC) operating under Development Agreements executed with Stanislaus County (UP DA PLN 2018-0094; UP DA PLN 2018-0094), and among the first in the State to receive its annual cultivation licenses from CDFA. Lyfted, resulting from its many years of experience in the cannabis industry and commitment to excellence in its operation, produces a top-quality product that is highly sought after in the commercial cannabis consumer market, with demand exceeding its current production capacity at its existing cultivation facility.

# **Operating Experience**

Lyfted Farms is the first commercial cannabis operator to have been permitted for Cannabis Operations by the County of Stanislaus, having been approved in January 2019 for Use Permits and Development Agreements for the Operation of its Cultivation, Nursery and Distribution facilities located at 5271 and 5266 Jerusalem Ct. in Modesto, CA. Notably, Lyfted was allowed to continue and transition its non-profit collective cannabis operations through the County's initial application and approval process, and has been an active participant in California's Commercial Cannabis Market since January 2018 following receipt of temporary State licenses to operate. Notably, Lyfted has recently been recognized by world renowned Forbes Magazine for the quality and desirability of its products:

[https://www.forbes.com/sites/warrenbobrow/2019/06/18/lyfted-farms-not-just-cannagars/-6aabaa65dbad]

More recently, following a secondary commercial cannabis application process in Stanislaus County, on December 21, 2019 received the unanimous recommendation of approval from the Stanislaus County Planning Commission to the Board of Supervisors for the operation of the Daly Facility, 196,000 square foot industrial facility designated for large scale cannabis cultivation, manufacturing, and distribution. Following anticipated approval by the Stanislaus County Board of Supervisors, this facility will be improved to Lyfted's custom specifications, and operated as one of the largest facilities of its kind anywhere in the State. The recommendation comes a full year into Lyfted operating under existing Development Agreements with Stanislaus County, serving as an acknowledgment of Lyfted's successful track record as well as collaborative relationship Lyfted had established with the County. Natural Supplements Management and Consulting Services agreement with Lyfted Farms encompasses, facility design, staffing, administration, operating protocols contract labor, and operations management. As a startup company, Natural Supplements will be extremely well apprised of the experience and knowledge possessed by Lyfted Farms, one of the State's most successful and rapidly expanding operators.

# Neighborhood Responsibility Plan

Natural Supplements site and operation shall be maintained in such a way as to ensure it is not a disturbance to neighbors or the surrounding community.

## Maintenance of General Character of Structures and Improvement of Aesthetic quality

First, Natural Supplements shall utilize design elements and materials in construction that will compliment and maintain the general character of the surrounding area. Further, Natural Supplements shall provide customer and employee parking in an off-street parking lot with integrated landscaping to maximize the facility's capacity and aesthetics as well as to accommodate the storm water drainage system. There shall be no exterior signage indicating the nature of the commercial cannabis business.

#### **Daily Inspection and Maintenance**

Further, parking lot and exterior premises will be inspected daily by Natural Supplements staff to ensure that it is free of any litter, graffiti or debris. Employees as well as customers and vendors transacting business at Natural Supplements shall be prevented by security staff from consuming any tobacco, alcohol, or cannabis products at or near the facility. Further, such individuals shall also be prevented from engaging in disruptive conduct such as aggressive or abusive language or behavior, playing music or stereo systems at an unreasonably loud volume, littering, or vandalizing property.

#### **Community Liaison**

Natural Supplements shall provide the name, telephone number, and email address of a community relations contact to whom notice of any problem associated with the facility can be directed. Natural Supplements shall also provide the above information to all businesses and residences located within 100 feet of the facility and make the information available online to the general-public.

#### **Community Involvement**

Natural Supplements shall designate an owner or representative who shall attend meetings with the City, and other interested parties, as requested by the City, to discuss costs, benefits, and other community issues which may arise from the operation of commercial cannabis businesses in the City.



Natural Supplements, Inc.

Following approval from the City of Antioch, Natural Supplements shall develop or contribute to a City approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and identifies resources available to youth related to drugs and drug addiction which may include:

- **Community Meetings** prior to commencement of business to educate the community and field questions and concerns related to the businesses operation, security and personnel.
- Employee and Vendor Track and Trace Training Clinics to Ensure Regulatory Compliance and Non-Diversion of Cannabis out of the regulated chain of distribution.
- **Community Workshops** to educate consumers regarding responsible consumption and storage or products
- Neighborhood Watch Meetings to ensure the business is not creating public safety threats, and for collaboration with law enforcement, nearby businesses and neighborhood residents to improve overall community safety.

### **Crime Prevention**

Finally, Natural Supplements shall engage with law enforcement to identify and provide any assistance in the City's effort to eliminate illegal cannabis operations in the City.

## **Odor Mitigation Plan**

Natural Supplements shall protect the health and well-being of its personnel as well as that of the community at large by preventing the odor of cannabis on-site from creating a negative impact. Accordingly, Natural Supplements has designed the following Odor Control Plan to mitigate against such a nuisance:

- Building A shall be equipped with a 20-Ton Commercial HVAC system to provide constant air ventilation for customers, employees, visitors, and third party vendors. All cannabis products provided to customers for retail shall be contained in sealed, tamper-evident, smell proof packaging prior to leaving the facility;
- Furthermore, areas housing bulk cannabis product, or utilized for the processing of cannabis products shall be equipped with industrial carbon filters which will scrub the interior atmosphere of all potentially offensive cannabis odor.
- The Processing Rooms, and Cannabis Storage Room shall also be will be equipped with 14-inch filtered exhaust fans which will ensure no odor of cannabis emanates into the external atmosphere from within the facility.
- Once effective odor control has been established, periodic testing shall be conducted to ensure that the odor control systems are operating to maintain the baseline. As the carbon filters and other air filtration equipment ages, they will be frequently monitored and replaced as necessary.

Finally, the Operations Manager shall inspect the interior and exterior of the facilities daily to verify the effectiveness of the odor control measures being utilized.

## Air Filtration Systems

Our commercial HVAC systems shall be upgraded and customized with integrated HEPA and carbon filtration system to maintain a comfortable odor-free environment for all employees, customers, visitors and vendors.

### **Cultivation Facility Air Ventilation, Filtration and Odor Control**

Each Grow Room shall be equipped with its own 5-Ton HVAC unit. As the HVAC systems provide artificial temperature control and air flow, fresh-air wall-ports, filtered ceiling ventilation hatches, and industrial carbon filters shall provide a failsafe to ensure temperature balance, constant air flow, and odor remediation in the event of an HVAC system failure.

Within each grow room, three (3) condensing units, and three (3) evaporators will be implemented to provide necessary cooling and dehumidification.

10-inch circular fans Coupled with industrial carbon filters will be utilized in each grow room, the Drying/Curing room, the Processing/Packaging Room, and the Cultivation Storage Room to

provide complete odor remediation such that there will be no detectable odor of cannabis outside of the facility.

The following formula utilized to control air quality is as follows: Cubic Feet of Room Space % 3 = Cubic Feet per Minute (CFM) of airflow necessary for internal odor scrubbing.

(Note: Please see the Attached Odor Control Plan prepared by Sylvia Fontes, Certified Industrial Hygienist)

## Safety and Security Plan

## Safety Plan

#### **Emergency Numbers and Notifications**

In the event of an emergency, Natural Supplements Personnel shall be trained to call **911** as soon as possible from a safe location. Security and key personnel will assist until professional police, fire, or medical responders arrive.

Emergency Training and protocol will include a directive for the following information to be provided to on-site security or emergency dispatch in the event of an emergency:

- Nature of the emergency;
- Assistance needed;
- Name of the caller and telephone number from which the call was made;
- Name of Company, and precise location on site from which the call was made.

#### **Contact:**

- Direct line to on-site security: TBD;
- California Highway Patrol (non-emergency): (925) 646-4980;
- City of Antioch PD: 911
- Antioch Fire Department: 911
- Natural Supplements CEO Joshua Baker: (209) 606-1016

#### **Example:**

- "This is an emergency. (Describe the nature of emergency.)";
- "I need (ambulance/police/fire) assistance."
- "I am at Natural Supplements located at 2110 Wilbur Avenue in Antioch"
- "I am in (room or office area)."



#### **Fire Prevention and Suppression**

Based on the nature of the proposed use for retail, distribution, cultivation, and manufacturing in a Class 1 Division 1 Extraction Room, the risk of a fire hazard occurring is minimal.

Notwithstanding the minimal risk, to protect against these potential hazards, both Building A and Building B will be equipped with a fire sprinkler system with wet pendent heads throughout. Furthermore, fire extinguishers will be mounted at several points throughout each facility structure.

In the event of a fire, Natural Supplements personnel shall be trained to:

**ALERT** others by activating one of the manual fire alarm pull stations throughout the facility, and direct them to begin immediate evacuation.

**REPORT** the fire to 911 and Natural Supplements Management at (209) 606-1016 as soon as possible from a safe location.

**ATTEMPT TO EXTINGUISH** the fire **only** if trained and feel comfortable doing so. Do not attempt to extinguish a fire which is larger than a trash can. Always leave a good escape route from the area while attempting to extinguish the fire. If the fire cannot be safely and quickly contained, leave the area immediately and close all doors upon exit.

**EVACUATION:** During business hours, security and key personnel will assist with a quick and orderly evacuation, search of the facility, and assist disabled customers, vendors, and staff members. Upon evacuation, proceed to the parking lot, which will serve as the designated evacuation area.

Treat all alarms as an emergency.

Once outside of the building, stay clear of the structure to avoid falling glass, or flaming ash and debris emanating from the fire.

If you must move through smoke, heat and fumes, drop to your hands and knees, take short breaths through your nose, and crawl to an exit by staying in contact with an outside wall. Following an outside wall will lead to an exit. The air will be best near the floor since the heat, fumes, and smoke rises.

Do not open hot doors! Feel doors at the top, the door handle or frame with the back of your hand before opening. If the door is hot, don't open it! If the door is cool, open the door slowly and stay behind the door, ready to close it if necessary. Close the door immediately after entering or exiting.

**ISOLATE** the fire by closing all doors behind you as you exit.

**AUTHORITY** in a fire or other emergency rests with the City of Antioch and Contra Costa Fire Departments and other emergency responders, and with Natural Supplements Management.

#### **Hazardous Materials Spill**

In the event of hazardous materials incidents:

**REMAIN CALM** 

#### IMMEDIATELY EXIT THE AREA

**DO NOT ALLOW OTHERS INTO THE AREA.** Do not attempt to contain or clean up the spill unless you have been trained and have all proper safety, disposal, and personal protective equipment.

**NOTIFY SECURITY.** Give as much detailed information as you can about the nature of the spill. Security will call California Poison Control Authorities at 1-800-222-1222.

**REFER** to Material Safety Data Sheet (MSDS) if possible.

**FOLLOW INSTRUCTIONS** of Fire Department personnel and/or Security/Natural Supplements Management, when they arrive.

#### **Medical Emergency**

#### In the event of a medical emergency:

Remember that it is best to err on the side of caution. If a person is experiencing significant distress, call for professional assistance immediately.

CALL 911. Give the following information:

- Nature of medical emergency;
- Exact location and name of the sick or injured person and age;
- What type of assistance is needed or is being provided;
- Your name and contact phone number;
- Stay on the phone until the dispatcher has all the information needed and releases you;
- Ambulance should arrive at 2110 Wilbur Avenue.

**CALL SECURITY.** Security will contact Natural Supplements Management, and follow up with emergency responders as necessary to arrange escort paramedics to your location.

**NOTIFY** individuals trained in CPR and First Aid that may assist until emergency responders arrive. Take all reasonable precautions to prevent disease transmission.

Assign someone to wait at the facility entrance to assist responding medical personnel in finding location of person(s) needing medical attention.

Do not move victims if you suspect back or neck injuries. Assess victims for airway, breathing, circulation, and possible injuries before administering any sort of aid. Keep the person warm and comfortable. You should also offer to call a family member or friend for assistance/support, or notification.

#### Workplace Violence

In the event of a violent incident in the workplace or there is a threat to your safety or the safety of another person:

#### CALL 911.

**RELAY ALL KNOWN INFORMATION:** Exact location, nature of the situation, brief description of subject(s) involved, injuries. Stay on the phone until the dispatcher releases you.

**USE COMMON SENSE** to safeguard yourself and others; do not engage in unnecessary attempts at intervention.

#### Earthquake

In the event an earthquake strikes:

- Drop, Cover and Hold! Get under a sturdy structure such as a desk or workstation and remain there until the earthquake subsides. In a hallway, kneel with your back against the wall. Cover your head with your arms and tuck down to your knees.
- Keep as calm as possible.
- If inside, stay inside. If outside, stay in the open, away from the building, overhead power lines, or any other objects at risk of falling. Do not rush to the exits.
- Keep away from windows or objects that are likely to fall.

- Stay under cover until it appears the earthquake is over. Be prepared for aftershocks.
- Report any damage/injuries to emergency responders by calling **911** as soon as possible. Notify Natural Supplements Management. Give whatever assistance you can to injured or disabled people. Use common sense and keep safety as a top priority when attempting to search and rescue.
- Follow instructions given by emergency personnel.

#### **Bomb Threat**

#### In the event of a bomb threat:

Assume that any bomb threat is a real danger to occupants and property. Be calm and courteous. Listen and do not interrupt the caller. If possible, ask someone else to **notify security** while the caller is on the line. If a device is spotted a runner should be sent to notify security immediately.

#### Questions to ask if possible:

- When is the bomb going to explode?
- Where is it right now?
- What does it look like?
- What kind of bomb is it?
- What will cause it to explode?
- Did you place the bomb?
- Why?
- What is your name?

#### Take Note of:

- Whether the callers voice is male/female, age approximation;
- Tone of Voice and Language used;
- Background noises;
- Any other remarks.



Carefully make a visual survey of your immediate working space. If you see/hear anything unusual, DO NOT TOUCH; report it to security immediately. Follow any instructions for evacuation by security, or emergency responders.

#### Blackouts

In the event of a blackout:

**Emergency location:** Employees should not evacuate the building unless instructed to do so by Security or Natural Supplements Management.

Accessibility issues: Plan for accommodating employees who have limited mobility to ensure they will be able to move about or relocate their workspace to an area where risk can be avoided.

**Protection of equipment:** Turn off power supplies, surge protectors, power strips etcetera to protect electronic equipment when the electricity is turned back on.

**Emergency Backup:** Ensure that any backup generator sources are tested and readily available to power critical equipment. In the case of battery operated devices, batteries should be checked and fully charged.

**Contact lists:** Ensure that your agency or department's phone trees are current and that a complete and continuously updated list of emergency contacts is distributed, as appropriate.



### Contra Costa County

Fire Protection District

October 15, 2020

Mr. Cortez City of Antioch Community Development PO Box 5007 Antioch, CA 94531-5007

Subject: Natural Supplements Cannabis Facility 2110-2300 Wilbur Ave. Antioch, CA APN # 051-100-028 Project # UP-20-01 CCCFPD Project No.: P-2020-04569

Dear Mr. Cortez,

We have reviewed the land use permit application to construct 2 buildings of unknown construction type, single story, 11,200 and 22,400 square feet for use in cannabis cultivation, distribution and retail operations at the subject location. The following is required for Fire District approval in accordance with the 2019 California Fire Code (CFC), the 2019 California Building Code (CBC), the 2019 California Residential Code (CRC), and Local and County Ordinances and adopted standards:

- 1. The Contra Costa County Fire Protection District has development impact fees established in the unincorporated County and in the Cities of Antioch and Pittsburg. Projects within the development impact areas will need to pay the fees prior to Building Permit issuance.
- 2. Access as shown does not comply with Fire District requirements.

Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. (503) CFC

 Access roadways of less than 28-feet unobstructed width shall have signs posted or curbs painted red with the words NO PARKING – FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC

Access roadways of **28 feet or greater, but less than 36-feet** unobstructed width shall have **NO PARKING – FIRE LANE** signs posted, allowing for parking on one side only or curbs painted red with the words **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

 The project as proposed shall require the installation of an <u>approved</u> Fire District turnaround. Dead-end emergency apparatus access roadways in excess of 150 feet in length shall be provided with approved provisions for the turning around of Fire District apparatus. Contact the Fire District for approved designs. (503.2.5) CFC

- 5. Access gates for Fire District apparatus shall be a minimum of 20-feet wide. Access gates shall slide horizontally or swing inward and shall be located a minimum of 30 feet from the street. Electrically operated gates shall be equipped with a Knox Company key-operated switch. Manually operated gates shall be equipped with an approved Fire District lock. Contact the Fire District for information on ordering the key-operated switch. (D103.5) CFC.
- 6. The developer shall provide an adequate and reliable water supply for fire protection with a minimum fire flow of 2000 GPM. Required flow must be delivered from not more than 2 hydrants flowing simultaneously for a duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (507.1), (B105) CFC
- 7. The developer shall provide hydrants of the East Bay type in compliance with Chapter 5 and Appendix B and C of the California Fire Code. (C103.1) CFC
- 8. A land development permit is required for access and water supply review and approval prior to submitting building construction plans.

The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating:

All existing or proposed hydrant locations, Fire apparatus access, Elevations of building, Size of building and type of construction, Striping and signage plan

*This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review.* (501.3) CFC

- 9. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC
  - *Note:* A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.
- 10. The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC
- 11. Flammable or combustible liquid storage tanks shall *not* be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC
- 12. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC
- 13. The owner or the owner's authorized agent shall be responsible for the development, implementation and maintenance of a written plan establishing a fire prevention program at

the project site applicable throughout all phases of the construction. The plan shall be made available for review by the fire code official upon request. (Ch.33) CFC

- 14. The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. The fire chief and fire code official shall be notified of changes affecting the utilization of information contained in such prefire plans. (Ch.33) CFC
- 15. The developer shall submit a minimum of two (2) complete sets of building construction 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
  - Private underground fire service water mains
  - Fire sprinklers
  - Fire alarm
  - Carbon Dioxide Systems
  - Aboveground/underground flammable/combustible liquid storage tanks
  - Commercial kitchen hood extinguishing systems
  - Special suppression systems
  - Emergency Responder Radio Coverage System (ERRCS)

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,

Todd Schiess Fire Inspector I

cc: Natural Supplements Josh Baker 19067 E. Highway 120 Ripon, CA 95366 Joshdbaker79@gmail.com

File: 0 WILBUR AVE-CANNABIS FACILITY-PLN-P-2020-04569





#### **PROJECT REFERRAL – REQUEST FOR COMMENTS/CONDITIONS**

#### October 7, 2020

#### PROJECT NAME: Natural Supplements Cannabis Facility, 2110-2300 Wilbur Avenue, UP-20-01

The City of Antioch Planning Division is requesting that your agency review these plans and provide your feedback on availability of services, potential design or code conflicts, requirements for additional permits, and recommended conditions of project approval. Please submit your comments no later than Wednesday October 28, 2020 to Jose Cortez via e-mail at jcortez@ci.antioch.ca.us

Development plans and related information for the project identified above, can be accessed at:

https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/UP-20-01.pdf

Project status and other information can be accessed online from our Current Project List

Project No: UP-20-01	Application Type: Use Permit			
Address: 2110-2300				
Wilbur Avenue				
Project Description:				
including the construction of several Commercial Cannabi Type 11 'Distributor' licenses Department of Consumer Af	y: Natural Supplements, Inc. has proposed to develop the subject property commercial and industrial structures on site to facilitate the operation of s Business operations under Type 10 'Retail Storefront and Delivery', and from the State of California Bureau of Cannabis Control within the fairs, a Type 7 'Manufacturer' license from the California Department of 'Medium Indoor Cultivation' license from the State of California iculture.			
Applicant: Natural Supplem	ents, Josh Baker			
Mailing Address: 19067 E H	ighway 120, Ripon, CA 95366			
	E-mail: joshdbaker79@gmail.com			

\*\*Please contact Hilary Brown at <u>hbrown@antiochca.gov</u> if your agency would like to receive an e-mail only version of project referrals from the City of Antioch.

Phone: (925) 779-7035 Fax: (925) 779-7034 **Antiochca.gov**  COMMUNITY DEVELOPMENT DEPARTMENT



IT 200 H Street Antioch, CA. 94509 AntiochlsOpportunity.com



#### ATTACHMENT F

#### CITY OF ANTIOCH PLANNING COMMISSION REGULAR MEETING

Regular Meeting 6:30 p.m.

June 16, 2021 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/planningdivision/planning-commission-meetings/.). The Planning Commission meeting was conducted utilizing Zoom Audio/Video Technology.

Chairperson Schneiderman called the meeting to order at 6:30 P.M. on Wednesday, June 16, 2021. 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 comment form using the online public at submitting their comments www.antiochca.gov/community-development-department/planning-division/planningcommission-meetings/. Public comments that were previously submitted by email have been provided to the Planning Commissioners.

#### ROLL CALL

- Present: Commissioners Motts, Parsons, Riley, Gutilla, Vice Chairperson Martin and Chairperson Schneiderman
- Absent: Commissioner Barrow (arrived at 6:38 P.M.)
- Staff: City Attorney, Thomas Lloyd Smith Associate Planner, Kevin Scudero Associate Planner, Zoe Merideth Associate Planner, Jose Cortez Community Development Technician, Hilary Brown Minutes Clerk, Kitty Eiden

#### PLEDGE OF ALLEGIANCE

#### PUBLIC COMMENTS - None

#### CONTINUED PUBLIC HEARING

2. Deer Valley Estates Project Deer Valley Estates Project (PD-19-03, UP-19-12, AR-19-19) -- The applicant, Blue Mountain Communities, requests certification of an Environmental Impact Report and approval of the following entitlements: Vesting Tentative Map, Final Development Plan, Use Permit, and Design Review for the Deer Valley Estates Project. The project would subdivide two undeveloped parcels totaling 37.56 acres to construct 121 new single family homes along with new infrastructure, parking, detention basins, lighting, landscaping, and a private park. The Project is located at 6100 Deer Valley Road (APNs 055-071-026 and 057-022-013). An Environmental Impact Report (EIR) has been prepared pursuant to the California Environmental Quality Act (CEQA).

Associate Planner Merideth presented the staff report dated June 16, 2021 recommending 1) Adopt the resolution in Attachment A recommending certification of the Deer Valley Estates Project Environmental Impact Report, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program. 2) Approve the resolution recommending that the City Council approve a Vesting Tentative Subdivision Map, Final Development Plan, Use Permit, and Design Review subject to conditions of approval (PD-19-03, UP-19-12, AR-19-19).

In response to Vice Chair Martin Associate Planner Merideth stated that the applicant may be able to describe what was in the pipelines and noted easements were called out on the project plans. She commented when this item was before Council previously, it was noted in the minutes that they were working to relocate the pipelines; however, there were no entitlements or conditions for this project that would require the pipeline to be moved. She explained that there were conditions of approval that Wellness Way would be used as the construction route for this project as opposed to the neighborhood streets. Additionally, there was a condition of approval that improvements to Wellness Way needed to be completed prior to the first building permit for this project. She confirmed the applicant would be installing a wood fence because it was on a property line with existing fences.

Commissioner Barrow arrived at 6:38 P.M.

In response to Commissioner Parsons, Associate Planner Merideth explained the main entrance to the project was on Wellness Way.

In response to Commissioner Gutilla, Associate Planner Merideth explained the alternate planning process was a twostep process where the applicant goes through the master development plan/planned development rezone and then they come back for the final development plan. She added the General Plan designation for this site was low density housing and this application maintained that zoning.

Commissioner Gutilla mentioned if the density did not change maybe the City should have addressed some of the affordability goals by keeping the density and requiring a certain percentage of the homes to be duplexes or zero lots and she believed an HOA community was a good opportunity to implement some of these types of homes. In response to Commissioner Gutilla, Theresa Wallace, LSA, confirmed there was a bike lane on the east bound direction of Wellness Way. Ambarish Mukherjee, LSA, Traffic Consultant, added that this project would be constructing a bike lane on their side. He noted they looked at the queues for the driveways for Kaiser and the project and determined they would operate satisfactorily. He further noted that 90% of traffic would use Wellness Way onto Deer Valley Road for access to the project and the remaining 10% would use the residential streets to travel to the school. He stated bicyclist would be able to maneuver safely into the development. He explained that traffic at Lone Tree Way and Deer Valley Road would operate at an unsatisfactory level even if the project were not built and the only thing that could improve the situation would be improving the signal timing. He agreed that traffic calming measures could be utilized to deter the use of the residential streets for access to this neighborhood; however, it would require a collaborative effort between the applicant, City, and residents in the area.

Commissioner Gutilla believed there should be a congruent naming system for the streets with the existing neighborhood and questioned why they were changed from the Native American theme previously proposed.

In response to Commissioner Gutilla, Associate Planner Merideth explained the applicant proposed the names and they were reviewed by engineering staff who sent it to outside agencies for review to ensure they are not duplicated and easy to understand for emergency radio traffic. She noted this was a separate neighborhood from the one to the north and they were independent names. She reported the previous project for this site had the pipeline running through in backyards and the plan now had a trail over the pipeline. She explained that there was not an entitlement that stated the pipeline must be removed and the past meeting minutes, which was the record they have for the previous project, indicated that an agreement had been made. She added that a CEQA document reviewed environmental concerns for the project and there were safety measures in place from a state and federal level regarding the pipelines. She noted the gate at the park was added to increase privacy for the neighborhood. She further noted there were conditions of approval regarding the maintenance of the common areas owned by the HOA.

In response to Commissioner Motts, Associate Planner Merideth confirmed that all of the streets to the north connect through to the proposed site and the majority of the traffic would be on Wellness Way. She noted they looked at access and street design as part of the review of this project.

Commissioner Motts suggested speed tables for the neighborhood to the north to prevent traffic from filtering through the existing neighborhood.

Chairperson Schneiderman opened the public hearing.

Mike Harlan, Deer Valley Estates, gave a PowerPoint presentation which included; Deer Valley Estates Area Map, Site Plan, Setback Program, Architectural Overview, Proposed Park Redesign, Park Design Comparison, Response to Neighbor Comments and Traffic Study.

In response to Chairperson Schneiderman, Mr. Harlan stated that he believed these houses would be attractive to 60% mature buyers and 40% being mid-thirties to mid-forties. He noted their target would be hospital employees and currently they projected the price starting just under \$700k.

Chairperson Schneiderman stated she liked the larger lots and layout of the project.

In response to Commissioner Gutilla, Mr. Harlan explained that the park design was revised after the Parks and Recreation Commission provided their review and prior to his involvement in the project. He noted the people previously involved did not understand the City ordinance and he felt there was an opportunity to improve the park design by bringing elements that would qualify it for fee credits and make it more valuable to the community. He confirmed the new design eliminated the trail. He stated if the City wanted a gate installed it could be explored with staff.

Commissioner Gutilla stated that she preferred that there be no gate to eliminate foot traffic in the area.

In response to Commissioner Gutilla, Associate Planner Merideth confirmed that Wellness Way dead ends at the Kaiser property, which was why there was one entrance to the property. She noted there was an easement so the Oneida Way option was available should it become necessary in the future. She further noted the project on the backside of Kaiser would not connect through to Wellness Way.

Commissioner Gutilla expressed concern regarding plants proposed in the landscaping plan because they were listed as invasive species or had a high potential for being invasive.

Mr. Harlan explained that they were at the conceptual stage of the project and would be open to suggestions for the landscape plan. He reported homeowners could purchase or rent solar systems and they would be included and would be orientated to capture as much of the sun as possible. He stated they do not install gray water diversion due to warranty issues and potential contamination. He noted they typically offered EV charging as an option. He further noted they did not plan the project to be electric only and they preferred not to revise their plans to eliminate gas. He commented that these homes would not have fireplaces.

Commissioner Parsons stated she believed there should be another access point to the project from Wellness Way.

David Yatabe, Consultant Traffic Engineer, explained that the Oneida Way easement was the potential option for the second connection to Wellness Way.

Jon Crawford, Consultant Traffic Engineer, reported there was a concern that if they opened access from Oneida Way to Sand Creek, people would use it and cut-through the Kaiser project. He noted there was no safety concerns related to one access to the project from Wellness Way since there would be areas to the north to exit in the event of an emergency.

In response to Commissioner Parsons, Mr. Harlan stated he believed natural gas was flowing through the pipelines.

Commissioner Parsons expressed concern that the pipeline had not been moved.

Mr. Harlan responded that they designed the site so it would not be impactful to people immediately adjacent to the pipeline.

Vice Chair Martin expressed concern that the pipeline belonged to Kinder Morgan who had a reputation for not maintaining pipelines in neighboring cities. He stated he was not happy they had an easement through this project and there was natural gas in the pipeline. He noted there was a potential for a catastrophic failure within the area. He questioned if the applicant was willing to work with them to relocate the pipeline. He reported part of the consideration of this project related to the health and safety of the community and this issue was a concern.

Mr. Harlan explained that typically the pipelines were owned by the company, and they were happy with their location so if the Planning Commission wanted them relocated, Blue Mountain Communities would be financially responsible, and it would probably require tearing up Deer Valley Way, Wellness Way and could potentially impact Kaiser property. He stated he believed they designed a project to mitigate the situation and he understood the Commission's concerns and noted they would be careful. He offered to discuss relocating the pipeline with the owners and noted that he could not commit to relocating the pipelines.

Vice Chair Martin commented that lot #96 had a pipeline that terminated halfway through the lot so a house would be located on an easement.

In response to Vice Chair Martin, Mr. Harlan stated that they would inform perspective homeowners that ambulances utilized Wellness Way and Kaiser had a heliport. He responded that the easement on lot 96 was to be quitclaimed and go away.

Associate Planner Merideth agreed that the easement would be quitclaimed, and it would not exist when the homes were developed.

In response to Commissioner Riley, Associate Planner Merideth confirmed that Kaiser owned the property where Wellness Way ended.

Commissioner Parsons stated if the City wanted a subdivision behind Kaiser, staff needed to request Kaiser extend Wellness Way. She noted she could not vote to approve the project because she believed there were not enough access points to be safe.

Mr. Harlan responded there was also a 25-foot easement and a 60-foot-wide offer of dedication for Oneida Way to go through should Kaiser continue Wellness Way and there were four connections to the north and one connection to the south. He noted there were many ways to get into the project in the event of an emergency and staff had looked at that in detail and it was their conclusion as well.

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

Bree Simonsen stated that if Piute Way was opened up, she believed speed bumps would be necessary to deter traffic. She voiced her support with having no homes or walking paths behind her residence. She reported many residents in her neighborhood attended a community meeting in 2019 and they voted in support of a soundwall to be built and noted they had concerns regarding the wall height because their homes stand taller than the current ground level behind their houses. She questioned who was responsible for installing the fence/soundwall and noted the majority of concerns were related to security and durability. She noted they were concerned these homes would block their current views decreasing their property values. She expressed concern that they would be constructing homes adjacent to the pipeline which could be hit during the process.

Kathy read her email asking the Planning Commission to vote no in regard to approving the EIR conducted during a pandemic, noting the results were inaccurate due to individuals required to stay home with their children.

Chairperson Schneiderman closed the public hearing.

In response to Commissioner Gutilla, Associate Planner Merideth reported staff had not changed the mitigation measures for the biological resources requested by the applicant in their letter dated May 20, 2021.

On motion by Vice Chair Martin, seconded by Commissioner Motts the Planning Commission adopted the resolution recommending certification of the Deer Valley Estates Project Environmental Impact Report, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program. The motion carried the following vote:

AYES:	Motts, Barrow, Martin and Chairperson Schneiderman
NOES:	Parsons, Gutilla
ABSTAIN:	Riley
ABSENT:	None

Commissioner Motts stated that he believed removal of the pipeline was a bigger discussion for cities and regions and not an issue that could be addressed by the developer. He noted they could recommend Council look at this issue within purview of this project.

Vice Chair Martin expressed concern that the pipeline issue was brought forward in 2007 and nothing had resulted. He stated he believed this project with a pipeline running it through had the potential to be a detriment to the health and welfare of the City of Antioch and houses should never be built around pipelines. He noted that he believed a second access point for this project was necessary and the potential future access off Oneida Way was problematic. He stated he liked the design and variety of the houses being proposed. He noted this area was zoned for

single family residential so views for the existing neighborhood would be impacted. He further noted the City was required by the State to produce a certain number of units.

Commissioner Motts stated he believed the City needed to address the location of pipelines in Antioch and noted with the movement to renewable energy the pipelines would not need to carry natural gas. He reiterated that he would support recommending the City Council review where the transmission lines were located and how they could be changed going forward. He noted traffic calming measures may slow emergency response; however, he felt they may be necessary to prevent sideshow and speeding through the neighborhoods.

Commissioner Parsons stated there were concerns in 2003 regarding the pipelines and something should have been done to better protect residents. She noted that she did not want the pipeline built on and it needed to be revisited. She reiterated that the project needed two access points from Wellness Way for the safety of the residents.

Chairperson Schneiderman stated she did not know how to evaluate the safety of the pipelines and suggested staff research and assess the risk.

Mr. Harlan commented that he had looked into the pipelines and it looked like it was not natural gas but an oil pipeline.

Chairperson Schneiderman stated she believed the subdivision was well laid out and the designs were beautiful and there were large lots. She suggested the Parks and Recreation Commission, or staff review the revised park design proposed this evening.

Commissioner Gutilla stated she wanted to know what the pipelines were for and whether they were active.

City Attorney Smith explained that the Planning Commission could motion to table and then describe the information they wanted staff to bring back to the Commission.

A motion was made by Commissioner Gutilla and Commissioner Parsons seconded the motion to table the Deer Valley Estates Project until staff returned with a report on the following items:

- > Make certain the Maidenhair Trees are male only ginkgo trees
- Remove and replace Dwarf fountain grass, red fountain grass, Berkley sedge and cotoneaster plants
- > Remove and replace Chinese Elm, Chinese pistache and London plane trees
- > Traffic Calming Measures to discourage through traffic for the existing subdivision
- > The addition of a condition of approval addressing Solar
- > Move the homes to electric and solar only
- > Park amenities included in the final plans for the project

Discussion ensued regarding the previous motion with Associate Planner Scudero responding that solar on homes was a California building code requirement.

Commissioner Gutilla responded that Sacramento was finding ways for developers to work around that by providing community-based solar which did not save homeowners as much money.

Associate Planner Scudero responded that if a developer proposed community solar it would have to be approved by the Planning Commission and he did not believe this applicant was proposing that option. Secondly, traffic calming in the new development could be looked at by the engineering staff; however, the City had a traffic calming policy so he did not believe it could be required through this process because it required consent of homeowners.

Commissioner Gutilla suggested looking at traffic calming at the connection points on the new development side of Piute Way, Mojave Way and Oneida Way.

Associate Planner Scudero responded staff could look into that option. With regards to landscaping, he noted the Planning Commission had the discretion to revise the landscape plan.

Associate Planner Merideth commented that the park plan proposed this evening by the applicant was not part of the project plans. She noted the project plans as proposed went through the process outlined in the Municipal Code and were included in the staff report this evening. Furthermore, there were recommended conditions of approval that the design of the park and the park in-lieu fee return to the Parks and Recreation Commission prior to obtaining a building permit.

Commissioner Gutilla withdrew her motion and Commissioner Parsons withdrew her second.

On motion by Commissioner Gutilla, seconded by Commissioner Parsons the Planning Commission unanimously tabled the matter and directed staff to return to the Commission with reports on the following:

- > Pipeline concerns
- > Traffic calming measures
- Landscape revisions to include only male gingko Maidenhair Trees and eliminate dwarf fountain grass, red fountain grass, Berkley sedge or cotoneaster, Chinese elm, Chinese pistache and London plane trees
- > Solar requirement as a condition of approval
- > Switching the project from natural gas to electric
- > Requiring two entrances to the project from Wellness Way

The motion carried the following vote:

AYES:		Parsons, derman	Barrow,	Riley,	Gutilla,	Martin	and	Chairperson
NOES: ABSTAIN: ABSENT:	None None None							

**NEW PUBLIC HEARING** 

2. UP-20-01, AR-20-01 – Natural Supplements – The Applicant, JKC3H8 requests approval of an Initial Study/Mitigated Negative Declaration, a Use Permit, and a Design Review for the development of a new cannabis operations facility. The proposed project would be developed on a 3.96-acre site that is currently undeveloped and is primarily a dirt lot with trees and other foliage. The subject property is located at 2100-2300 Wilbur Avenue (APN 051-100-028).

Associate Planner Cortez presented the staff report dated June 16, 2021 recommending the Planning Commission take the following actions: 1. Adopt the resolution approving the Natural Supplements Initial Study/Mitigated Negative Declaration (IS/MND) and adopting the Mitigation Monitoring and Reporting Program (MMRP); 2. Adopt the resolution approving a Use Permit, and Design Review (UP-20-01, AR-20-01) for a cannabis operations facility, subject to conditions of approval.

In response to Vice Chair Martin, Associate Planner Cortez explained the approval process for the septic system.

Associate Planner Scudero added that Contra Costa County Environmental Health regulated and approved all septic tanks in Antioch.

Vice Chair Martin commented the zoning for this site was planned business center which indicated no raw materials processing or bulk handling. He questioned how bulk cannabis processing was allowed.

Associate Planner Cortez explained that overlay zones were outlined by City Council as being appropriate for these types of uses. He confirmed the overlay zone was overriding from the standard baseline zoning.

Vice Chair Martin expressed concern that project specific condition #17 did not require 24-hour on-site security, which was a typical condition for all cannabis businesses.

Associate Planner Cortez responded that the condition could be modified to have wording that has been applied to all other cannabis projects.

Vice Chair Martin stated he was interested in hearing why the project specific condition had been changed and noted his recommendation would be to modify the condition to be consistent with other approvals.

Associate Planner Scudero stated that the Antioch Police Department was not present this evening to respond; however, it may have been copied from a previous template of conditions.

Brett Jolley, Land Use Counsel for Natural Supplements, 3031 W. March Lane, Stockton, stated he was presenting the project this evening. He commented that there had been extensive work on project design, security, environmental review, mitigation measures, neighborhood responsibility plan and ensuring this was a project for the City of Antioch. He highlighted the project overview as detailed in the staff report. He clarified the septic had been engineered for the site and required approval from the Contra Costa County Environmental Health. He noted it was only for standard septic and sewer waste. He further noted it would not include waste from irrigation or processing, which would be contained in a separate containment. He stated they would agree to having one (1) security guard stationed afterhours and two (2) during business hours. He highlighted the following benefits of the project: first, improvements to Wilbur Avenue and an architectural appealing facility to encourage further development, secondly, economic growth and employment opportunities and lastly, increased security and desirability in the surrounding area as well as increased revenue through the Operating Agreement. He requested the Planning Commission adopt the staff recommendation.

In response to Chairperson Schneiderman, Mr. Jolley responded if it were cost effective and beneficial, they would install solar. He noted this was their first cannabis business.

In response to Commissioner Motts, Mr. Jolley explained that the focus was recreational, medical and health related cannabis products.

In response to Commissioner Gutilla, Associate Planner Scudero clarified that the City did not have an Ordinance requiring solar for commercial projects.

In response to Commissioner Gutilla, Mr. Jolley stated delivery drivers carried a limited amount of cash and it was kept in a lockbox compartment in the rear of the vehicle. He commented the bike racks would be included as part of the retail location. He confirmed that there was a typographical error on page 13 of the report and it should state the facility is geared toward the production of flowering plants. He explained that whatever was required of OSHA would be incorporated into the facility. He noted they would be using all organic fertilizers. He confirmed there were typographical errors in the staff report page D14, and there were actually five (5) 4x40 square foot rolling tables and thirty-six (36) lights per room.

Commissioner Gutilla agreed with Chairperson Schneiderman regarding her support for solar being installed for this project.

Mr. Jolley responded that they intended to investigate solar.

In response to Commissioner Gutilla, Associate Planner Scudero explained that solar requirements were a City Council policy issue.

City Attorney Smith added that a solar requirement for commercial businesses would require an ordinance and the process would be getting a Councilmember interested in bringing the item forward to the City Council who could provide direction to City Attorney Smith to research the item.

In response to Commissioner Riley, Mr. Jolley stated they estimated return on investment in approximately 3-5 years.

Commissioner Riley commented that the return on investment for solar panels was in the 3–5year range. He encouraged the applicant to move forward.

Mr. Jolley agreed that solar was preferable and they wanted to have a project that was beneficial both economically and environmentally. He noted there would be serious consideration to how much and what type of energy conservation measures and solar were put into the project.

In response to Vice Chair Martin, Mr. Jolley stated they anticipated 75-100 customers per day for retail which was minimal from a traffic standpoint. He noted there would be 36 full-time employees with staggered schedules. He explained that this business was intended primarily to be a vertically integrated system with cultivation processing and sales to customers on site.

Chairperson Schneiderman opened and closed the public hearing with no members of the public requesting to speak.

Commissioner Motts spoke in support of the project and suggested that City Council consider expansion of the overlay district. He stated he hoped that the Wilbur Avenue corridor would be developed with heavy industry.

City Attorney Smith responded that expansion of the overlay had been discussed by staff and the Cannabis Standing Committee and it would be coming to Council for consideration in the near future.

Chairperson Schneiderman spoke in support of the project and discussed the issue of saturation in Antioch. She suggested the applicant benefit the Antioch Youth Sports Complex. She also spoke in support of the applicant moving forward with solar for the project.

On motion by Vice Chair Martin, seconded by Commissioner Barrow the Planning Commission unanimously adopted the resolution approving the Natural Supplements Initial Study/Mitigated Negative Declaration (IS/MND) and adopting the Mitigation Monitoring and Reporting Program (MMRP). The motion carried the following vote:

AYES:	Motts, Barrow, Riley, Gutilla, Martin and Chairperson Schneiderman
NOES:	None
ABSTAIN:	None
ABSENT:	Parsons

On motion by Vice Chair Martin, seconded by Commissioner Gutilla the Planning Commission unanimously adopted the resolution approving a Use Permit, and Design Review (UP-20-01, AR-20-01) for a cannabis operations facility, subject to conditions of approval with project specific condition #17 revised to require 24-hour onsite security with two (2) security on site during business hours and one (1) security on site afterhours. The motion carried the following vote:

AYES:Motts, Barrow, Riley, Gutilla, Martin and Chairperson SchneidermanNOES:None

ABSTAIN: None ABSENT: Parsons

#### ORAL COMMUNICATIONS

In response to Commissioner Motts, City Attorney Smith confirmed that the City was not opening to in-person meetings at this time; however, they it may occur in the September timeframe.

WRITTEN COMMUNICATIONS - None

#### COMMITTEE REPORTS

Commissioner Motts reported on his attendance at the TRANSPLAN meeting.

#### ADJOURNMENT

On motion by Commissioner Motts, seconded by Commissioner Barrow the Planning Commission adjourned the meeting at 9:33 P.M. The motion carried the following vote:

AYES:Motts, Barrow, Riley, Gutilla, Martin and Chairperson SchneidermanNOES:NoneABSTAIN:NoneABSENT:Parsons

Respectfully submitted:

<u>Kítty Eíden</u> KITTY EIDEN, Minutes Clerk

## CITY OF ANTIOCH CALIFORNIA

#### STAFF REPORT TO THE CITY COUNCIL

DATE:	Regular Meeting of November 9, 2021
TO:	Honorable Mayor and Members of the City Council
SUBMITTED BY:	Scott Buenting, Project Manager
APPROVED BY:	John Samuelson, Public Works Director/City Engineer
SUBJECT:	Public Notice of Intent to Adopt the East Contra Costa Subbasin Groundwater Sustainability Plan, P.W. 704-3

#### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution adopting the East Contra Costa Subbasin Groundwater Sustainability Plan.

#### **FISCAL IMPACT**

The fiscal year 21/22 Capital Improvement Budget includes funding through the Water Enterprise Fund for water related studies and planning activities, including activities related to the City's Groundwater Sustainability Agency ("GSA") and the development and maintenance of a Groundwater Sustainability Plan ("GSP").

#### DISCUSSION

In 2015, the State of California implemented the Sustainable Groundwater Management Act ("SGMA") and established a framework of priorities and requirements to assist local agencies in sustainably managing groundwater within a basin or subbasin.

On March 28, 2017, the City Council authorized the City's formation of a GSA to manage its portion of the East Contra Costa ("ECC") Tracy Subbasin ("Subbasin"). In addition, the City Council authorized the execution of a Memorandum of Understanding with the City of Brentwood, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, Discovery Bay Community Services District, and the East Contra Costa Irrigation District for collectively developing and implementing a single GSP for the ECC portion of the Subbasin.

Although the City of Antioch does not currently use groundwater, future treatment technologies may provide a means for the City to utilize groundwater to augment domestic water supplies. The City's service area overlays a portion of the ECC Subbasin, and underlying groundwater must be considered in the GSP. If the City had opted not to become a GSA, another agency would likely have taken responsibility for managing our groundwater resources. Under future climate change and other constraints or limits on

surface water supplies, groundwater may provide a critical source of supply in dry years and groundwater within the City's service area may potentially benefit Antioch by freeing some surface water.

The purpose of a GSP is to sustainably manage groundwater and avoid undesirable results within and beyond a 50-year planning and implementation horizon. The ECC GSP member agencies worked collaboratively to prepare a single GSP for the Subbasin in accordance with the codified principle that sustainable groundwater management is best achieved locally. The sustainability goal for this GSP establishes the protection of all beneficial uses and users of groundwater in the ECC Subbasin.

The ECC GSP member agencies have endeavored to reach out and engage all water users present in the Subbasin including urban and rural residents, farmers, various commercial industries, and environmental users to ensure that this GSP reflects all concerns about water supply whether quality, quantity, or both. From residents that rely on a small capacity well providing drinking water in their homes, to small farmers that rely wholly on groundwater for their businesses and livelihoods, and to small water systems serving disadvantaged communities, this GSP recognizes that declining water levels and degradation of water quality as potentially having particularly harmful effects on health and welfare. It also values the unique Delta environment and long history of agricultural activity for which sustainable management is vital to the character and economic diversity of the region.

The GSP includes sustainable management principles that include engagement of all interested parties and stakeholders; protection of potentially underrepresented communities; recognition and prioritization of environmental justice and groundwater dependent ecosystems; and continuation of cooperative water resources management to ensure that all activities needed to maintain sustainability are identified, funded, and implemented. The GSP viewed the following link: may be at https://www.antiochca.gov/fc/public-works/ECC-Subbasin-Groundwater-Sustainability-Plan.pdf.

#### **ATTACHMENTS**

A: Resolution

2

#### **RESOLUTION NO. 2021/\*\***

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE EAST CONTRA COSTA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN P.W. 704-3

WHEREAS, in August 2014, the California Legislature passed, and in September 2014 the Governor signed, legislation creating the Sustainable Groundwater Management Act ("SGMA") "to provide local groundwater sustainability agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater" (Wat. Code, § 10720, (d));

WHEREAS, SGMA requires sustainable management through the development of groundwater sustainability plans ("GSPs"), which can be a single plan developed by one or more groundwater sustainability agencies ("GSAs") or multiple coordinated plans within a basin or subbasin (Wat. Code, § 10727);

**WHEREAS**, SGMA requires a GSA be formed to manage groundwater in all basins designated by the California Department of Water Resources ("DWR") as a medium or high priority, including the East Contra Costa Subbasin;

WHEREAS, City of Antioch ("Antioch"), City of Brentwood ("Brentwood"), Byron-Bethany Irrigation District ("BBID"), Contra Costa Water District ("CCWD"), Contra Costa County ("County"), Diablo Water District ("DWD"), East Contra Costa Irrigation District ("ECCID"), and Discovery Bay Community Services District ("Discovery Bay") were formed as GSAs [except CCWD] for the purposes of sustainably managing groundwater in the East Contra Costa Subbasin within their jurisdictional boundaries, pursuant to the requirements of SGMA;

**WHEREAS**, the GSAs have the authority to draft, adopt, and implement a GSP (Wat. Code, § 10725 *et seq.*);

WHEREAS, on May 9, 2017, the GSAs entered into a Memorandum of Understanding ("Agreement") with all other GSAs within the East Contra Costa Subbasin along with CCWD for the purpose of jointly developing a single GSP for the East Contra Costa Subbasin and coordinating sustainable groundwater management in the Subbasin (Wat. Code, §10727(a)(2));

**WHEREAS**, the Brentwood GSA submitted an Initial Notification to DWR on behalf of all the GSAs to jointly develop a GSP for the Subbasin on February 12, 2018;

**WHEREAS**, a group ("Working Group") consisting of the GSAs and CCWD has coordinated in the Subbasin to draft a single GSP;

Al

RESOLUTION NO. 2021/\*\* November 9, 2021 Page 2of 3

**WHEREAS,** on behalf of the GSAs, the Working Group developed the draft GSP and released portions of the draft GSP for public and local agency review during GSP development and released the entire draft on September 7, 2021;

**WHEREAS**, the Working Group reviewed and responded to comments on the draft GSP;

WHEREAS, prior to July 1, 2021, the GSAs released the Notice of Intent pursuant to Water Code § 10728.4;

WHEREAS, the Working Group released the final GSP on October 15, 2021, which can be found at the following link: <u>https://www.antiochca.gov/fc/public-works/ECC-Subbasin-Groundwater-Sustainability-Plan.pdf</u>; and

**WHEREAS,** on October 15, 2021, the Working Group recommended each of the GSAs adopt the final GSP for their respective jurisdictions.

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

- 1. Approves and adopts the final Groundwater Sustainability Plan for the area within the East Contra Costa Subbasin in which the City of Antioch Groundwater Sustainability Agency has jurisdiction; and
- 2. Delegates to the Working Group, its consultants, and the Plan Manager the responsibility and the authority to take such other actions on its behalf as may be reasonably necessary to submit the Groundwater Sustainability Plan to California Department of Water Resources by January 31, 2022 and implement the purpose of this Resolution.

\* \* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9<sup>th</sup> day of November 2021, by the following vote:

AYES:

NOES:

**ABSTAIN:** 

ABSENT:

#### ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH

## ANTIOCH CALIFORNIA

#### STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 9, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

**SUBJECT:** Appointment of Interim City Manager, Approval of Employment Agreement, and Authorization of the Mayor to Sign the Agreement

#### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

- 1. Appointing Cornelius Johnson as Interim City Manager;
- 2. Approving the Interim City Manager Employment Agreement; and
- 3. Authorizing the Mayor to sign the Interim City Manager Employment Agreement.

#### FISCAL IMPACT

Although the City Manager position is an existing budgeted full-time position and funding is available in the current budget, with the impending retirement of Ron Bernal, the current City Manager, the cost of the Interim City Manager position will be \$xxx,xxx of this amount, \$xxx,xxx will be the cost to the General Fund.

#### DISCUSSION

With the impending retirement of City Manager Ron Bernal at the end of this calendar year, City Council began taking steps to initiate a search for a new City Manager and to maintain continuity of leadership by appointing an Interim City Manager to serve in that role until a permanent City Manager is selected.

The City has significant current and ongoing projects and initiatives. Obtaining a transfer of organizational knowledge from the current City Manager to the Interim City Manager is paramount to maintaining momentum and continuity.

Mr. Johnson has extensive managerial experience. He is a former San Francisco Police Captain. Some of his career accomplishments include:

• Collaborating with various departments in creating the first African American Community Police Relations Oversight Board, San Francisco Police Department.

- Developing and implementing Cultural Awareness, Cultural Competency and Racial Bias in police training for staff.
- Providing monthly updates to the Board of Supervisors, and Police Commission relating to San Francisco Police Department community-policing strategies and efforts.
- Collaborating with the Department of Health, Department of Youth Services and Juvenile Hall Center developing, planning, administering, overseeing the San Francisco Police Department city-wide Violence Intervention Program with a budget of \$20 million and a staff of 60 mid managers and supervisor.
- Collaborating with criminologists to develop, implement, and manage the first of its kind gun violence reduction initiative "Operation Cease Fire".

Mr. Johnson possesses a Master of Public Administration and Bachelor of Public Administration from the University of San Francisco. He also possesses a POST Management Certificate.

#### **ATTACHMENTS**

Attachment A - Resolution Appointing Cornelius Johnson as Interim City Manager and Approving the Employment Agreement.

Exhibit 'A' to Resolution – Interim City Manager Employment Agreement

#### RESOLUTION NO. 2021/\*\*

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPOINTING CORNELIUS JOHNSON AS INTERIM CITY MANAGER AND APPROVING THE EMPLOYMENT AGREEMENT WITH THE INTERIM CITY MANAGER

**WHEREAS,** City Manager Ron Bernal has given notice that he plans to vacate the position of City Manager on December 30, 2021;

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

**WHEREAS**, the City Council plans to initiate a search process to recruit and hire a new City Manager to serve the City of Antioch, however, it is unlikely that a new City Manager will be selected by December 31, 2021;

WHEREAS, Cornelius Johnson possesses extensive management experience as well as a Master of Public Administration and Bachelor of Public Administration from the University of San Francisco and has been identified as a suitable candidate for the Interim City Manager position;

**WHEREAS**, the City Council has considered the appointment of Mr. Johnson as Interim City Manager would be for the purpose of providing continuity until the City Council completes the recruitment process for a City Manager; and

**WHEREAS**, the City Council and Cornelius Johnson desire to memorialize in a written employment agreement certain benefits, terms and conditions of Cornelius Johnson's employment as Interim City Manager ("Employment Agreement" or "Agreement").

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

**Section 1:** The City Council of the City of Antioch hereby appoints Cornelius Johnson to the position of Interim City Manager.

**Section 2:** The City Council hereby authorizes the Mayor to execute an Employment Agreement with Cornelius Johnson, in substantially the form attached to this resolution as Exhibit A, for a salary of [**\$XXX,XXX.xx**] and for the period of [**xxxxxx xx, 20xx**] through [**xxxxxx xx, 20xx**] or the day prior to the City Manager's start date, whichever is sooner.

<u>Section 3:</u> The funding for the Employment Agreement will be drawn from the vacant budget for the City Manager position.

**Section 4:** The Employment Agreement and other actions authorized hereunder shall be reviewed and approved by the City Attorney for form and legality prior to execution and filed with the City Clerk's Office.

\* \* \* \* \* \* \* \* \*

**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 9th day of November, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH

#### EXHIBIT A EMPLOYMENT AGREEMENT (INTERIM CITY MANAGER)

THIS EMPLOYMENTAGREEMENT ("Agreement") is made and entered into this <u>day</u> of <u>2021</u>, 2021 by and between the City of Antioch ("City"), and Cornelius Johnson ("Employee").

- A. On November 9, 2021 the governing body of the City of Antioch (the "City Council"), appointed Employee as Interim City Manager effective xxxxxx xx, 2021 ("Start Date"); and
- B. City Council and Employee desire to memorialize in this Agreement certain benefits, terms and conditions of employment of Employee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the foregoing recitals that are incorporated into this Agreement, the parties agree as follows:

- 1. **Employment.** City hereby agrees to employ Employee as Interim City Manager of the City of Antioch commencing on the Start Date, to serve at the pleasure of the City Council subject to the terms and conditions set forth in this Agreement.
- Term. This Agreement shall be in effect from xxxxxx xx, 20xx through xxxxxx xx, 20xx and may be terminated only according to its terms. If this Agreement has not been terminated before xxxxxx xx, 20xx, the City Council will meet to discuss its terms.
- 3. **Duties.** Commencing on the Start Date, Employee shall perform the functions and duties of the City Manager identified in State Law, the Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder and such other legally permissible and proper duties and functions consistent with the office of the City Manager, as the City Council assigns.
- 4. **No Other Employment.** Employee agrees not to undertake any other employment during the term of this Agreement. Employee further agrees to confer with the City Council before undertaking any non-paid projects for organizations other than the City which may require a substantial time commitment by the Employee.
- 5. Salary. City agrees to pay the Employee for services rendered a starting salary in the sum of xxxxx xxxxx xxxxx xxxxx xxxxx (\$xxxxx) per month commencing on the Start Date, payable in installments at the same time and in the same manner as other career City employees. City agrees to consider increases to the salary base by the same percentage and amounts, and at the same time and same manner, as those approved for Executive Management employees as set forth in the current City of Antioch Management Benefit Document, subject to City Council approval.
- 6. **Benefits/Retirement.** The sums payable to Employee under this Agreement are in addition to all other fringe benefits, retirement plans and contributions, expense and subsistence allowances, leaves, reimbursements and allowances, and other

perquisites Employee receives as those approved for Executive Management employees as set forth in the current City of Antioch Management Benefit Document.

- 7. **Confidential Information.** Employee agrees that he will not reveal any confidential information about the City, City Officials, or City employees that he learns while performing the duties and functions of City Manager.
- 8. **City Property.** Employee agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as City Manager are and will remain the exclusive property of the City. Employee will immediately deliver all originals of such materials to the City that are in his possession or control upon termination of this Agreement.
- 9. Assistance with Litigation. Employee agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. Employee further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. This provision shall not apply to any criminal investigation targeting any City official or employee.

#### 10. Termination.

- a. **Mutual Consent.** This Agreement may be terminated at any time upon the mutual, written agreement of both City and Employee.
- b. **By Employee.** Employee may terminate this Agreement at any time by giving City not less than forty-five (45) days prior written notice.
- c. **By City.** City may terminate this Agreement with or without cause, upon the affirmative vote of three or more members of the City Council.
  - i. <u>Termination Without Cause.</u> If the City elects to terminate this agreement and Employee's employment without cause, it shall not be required to provide any reasons for that decision to Employee or anyone else. Notice of termination without cause shall be provided in writing. The City shall pay Employee for all earned pay and accrued, unused vacation benefits up to but not including the effective date of termination, less legally required withholdings. Employee will not be entitled to any pay or benefits after the date that the City notifies him that this Agreement and his employment by the City are being terminated without cause.
  - ii. <u>Termination for Cause.</u> Employee may be discharged for cause. Cause includes, without limitation, and as determined in the reasonable discretions of the City, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, (6) involvement in any act involving moral turpitude that would

compromise Employee's effective performance as Interim City Manager, (7) taking a position adverse to the interests of the City without the City's prior written consent, (8) violation of any fiduciary duty owed to the City, (9) failure to abide by the employment restrictions under this Agreement, and (10) failure to observe or perform any of his duties and obligations under this Agreement, if that failure continues for a period of thirty (30) days after Employee receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure.

If the City elects to terminate this agreement and Employee's employment for cause, the City shall pay Employee for all earned pay and accrued, unused vacation benefits up to but not including the effective date of termination, less legally required withholdings. Employee will not be entitled to any pay or benefits after the date that the City notifies him that this Agreement and his employment by the City are being terminated for cause. If the City Council intends to terminate this Agreement for cause, it will provide notice of its intention to Employee with a written explanation of the basis for that decision, sent to Employee's last known home address at least 10 days prior to the City Council meeting in which the termination will be considered. Employee will have the right to meet with the City Council for the purpose of discussing the basis for his proposed termination for cause prior to a final vote on this termination, which will take place in closed session unless Employee timely exercises any right he possesses under Government Code section 54957(b)(1)-(2), if applicable. In order to exercise his right to meet with the Council, Employee must provide a written request to meet the Mayor of the City and the City Attorney within five days of the date of the meeting in which termination of employment will be considered. Failure to timely provide such written notice shall constitute a waiver of the right to be heard. Unless he timely exercises his right under Government Code section 54957(b)(1)-(2), to the extent those provisions are applicable, Employee shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on his termination and hereby waives any right to be heard publicly under the Antioch Municipal Code; provided however that no provision of this Agreement shall constitute a waiver of Employee's rights in law or equity to recover damages caused by an abuse of this provision by the City.

d. **Upon Hiring of City Manager.** When the City Council hires a City Manager, this Agreement will terminate on the day prior to the City Manager's start date.

#### 11. Nondiscrimination.

Employee agrees not to unlawfully discriminate in the performance of Employee's functions and duties on the grounds of or because of race, color, religion, sex, national

origin, age, marital status, physical disability, sexual orientation, or any other characteristic protected under applicable law.

#### 12. General Provisions.

- a. **Entire Agreement.** The written Agreement contains the entire understanding between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or agreements of the parties and as such, is fully integrated. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party.
- b. **Severability.** If any portion of this Agreement or the application thereof is held unconventional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect to the greatest extent permitted by law.
- c. **Amendments.** This Agreement may be amended only in writing and duly authorized and executed by both parties.
- d. **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the County of Contra Costa.
- e. **Headings.** The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.
- f. **Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned.

#### 13. Notices.

Notices pursuant to this Agreement shall be given by depositing such notice in the custody of the United States postal service, postage prepaid, addressed as follows:

City Clerk City of Antioch Third & H Street Antioch, CA 94509

postal service.

Cornelius Johnson

Alternatively, any notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice at the date such notice is given. Notice shall be deemed given as of the date of personal service or on the third day after deposit of such written notice with the United States The parties have executed this Agreement the day and year first written above.

#### EMPLOYEE

**Cornelius Johnson** 

CITY OF ANTIOCH

By: \_\_\_\_\_

Lamar A. Thorpe, Mayor

Approved as to Form:

Attest:

Thomas Lloyd Smith City Attorney Elizabeth Householder City Clerk

#### ANTIOCH CALIFORNIA

#### STAFF REPORT TO THE CITY COUNCIL

DATE:	Regular Meeting of November 9, 2021
TO:	Honorable Mayor and Members of the City Council
SUBMITTED BY:	Julie Haas-Wajdowicz, Environmental Resource Coordinator Juli
APPROVED BY:	Forrest Ebbs, Community Development Director
SUBJECT:	Presentation and Discussion on Proposed Updates to AMC§ 6-3 for Implementation of SB1383

#### **RECOMMENDED ACTION**

It is recommended that the City Council receive an overview on the draft updates to AMC §6-3, discuss and provide direction to staff.

#### FISCAL IMPACT

There is no additional fiscal impact at this time. For this fiscal year, the Solid Waste Fund budget includes \$10,000 for enforcement of mandates, CivicSpark Fellows to assist local generators in setting up food recovery agreements and limited funding to supply containers for local partners to help implement the program.

#### DISCUSSION

#### Short Lived Climate Pollution

Senate Bill 1383 (Lara, 2016) addresses keeping organic waste out of landfills, where it generates methane gas, a short lived, but potent greenhouse gas. The regulations related to SB1383 go into effect on January 1, 2022.

Per the regulations, the City must:

- Provide organic waste collection to all residents and businesses
- Establish an edible food recovery program that recovers edible food from the waste stream
- Conduct outreach and education to all affected parties, including generators, haulers, facilities, edible food recovery organizations, and city departments
- Capacity Planning: Evaluate jurisdiction's readiness to implement SB 1383

9 Agenda Item #

- Procure recycled organic waste products like compost, mulch, and renewable natural gas (RNG)
- Inspect and enforce compliance with SB 1383
- Maintain accurate and timely records of SB 1383 compliance

The proposed AMC updates are an integral part of the required Enforcement and Inspection Program. Significate changes to the AMC include:

- Requiring subscription to the 3-sort (trash, organics and recyclable materials) program provided by Republic Services for ALL generators (residential, commercial and industrial)
- Requiring all generators to correctly use the 3-sort program and avoid cross contamination with Trash containers
- Requiring all property owners to educate employees and tenants on the program at time of move in/hire AND annually
- Requiring employers to require employees to place materials in the correct containers.
- ✓ Requiring Food Recovery agreements/programs for qualified generators

Staff is soliciting comments from the City Council and the public over the next month and intends to introduce the updated chapter by the beginning of 2022 for adoption.

#### Updated Compliance with Adoption of SB619 and Next Steps

SB 619 provides local jurisdictions temporary relief from administrative penalties if they do not adopt the SB 1383 Ordinance and an amendment to the franchise agreement to implement the SB 1383 Regulations (to divert organic waste from landfills) by January 1, 2022. To obtain the benefits of SB 619, the City Council will need to adopt the notification of intent to comply by resolution at a Council meeting and send the notification to CalRecycle by March 1, 2022. If CalRecycle approves the notification, penalties will not accrue against the City during 2022. However, if the City does not take action to comply with the extended deadline, then the City would be liable for the fines retroactively.

Staff is currently evaluating our implementation timeline to determine if the regular compliance path through SB1383 will be best or if applying for compliance extension as allowed by SB619 will be needed. This is dependent on when we can get residential organics service added to our franchise agreement with Republic Services (Republic). If we don't have a solid timeline for this by January, we will be asking Council to approve a resolution for a SB619 extension in February.

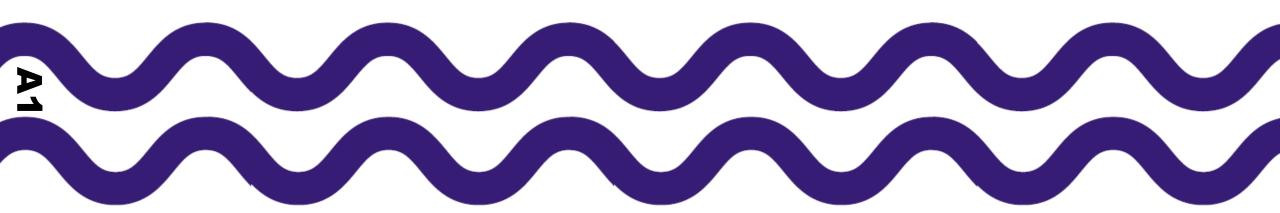
Initially, Republic request a rate increase in September, 2019. The City was preparing to bring this proposal to council for approval in Spring of 2020. That was delayed with the start of the pandemic. Due to the timelapse, we are awaiting an updated rate request from Republic. This week, staff intends to send Republic a letter to direct changes to the program per Article 4.02 of our Franchise agreement. Republic will have 30 calendar

days to submit a proposal for adding organics to the residential program. At this point, commercial customers are being offered organics collection at no additional cost, but that will most likely change as we did not expect this service to be offered indefinitely with no cost recovery.

#### **ATTACHMENTS**

- A. PowerPoint slides
- B. Proposed AMC §6-3

# Proposed updates to AMC§ 6-3 for implementation of SB1383



### SB1383- Short Lived Climate Pollutants

Senate Bill 1383 (Lara, 2016) addresses keeping organic waste out of landfills, where it generates methane gas, a short lived, but potent greenhouse gas. The legislation is multi-faceted and includes:

- Organics collection program development
- Edible food recovery
- Standardize cart colors for garbage, recycling, and organics
- $\circ~$  Standardized labeling for containers
- Route audits and desk review of service levels
- Enforcement of mandatory participation
- Procurement of organics derived products (compost, renewable natural gas, paper, etc.)

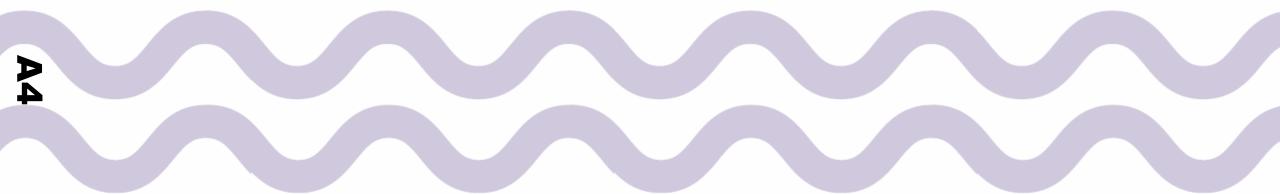
### **AMC Updates overview**

Significant changes to the AMC include:

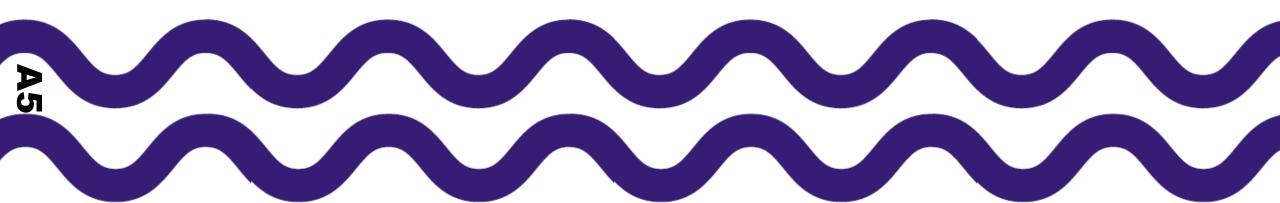
- Requiring subscription to the 3-sort (trash, organics and recyclable materials) program provided by Republic Services for ALL generators (residential, commercial and industrial)
- ✓ Require all generators to correctly use the 3-sort program and not put items that can be placed in the Recycling and Organics containers into the Trash containers
- Require all property owners to education employees and tenants on the program at time of move in/hire AND annually
- ✓ Employers will require employees to place materials in the correct containers.
- ✓ Require Food Recovery agreements/programs for qualified generator

## New Terminology

- Resource Recovery
- Trash, Organics and Recyclable Material
- Edible Food Recovery
- Prohibited Container Contaminants



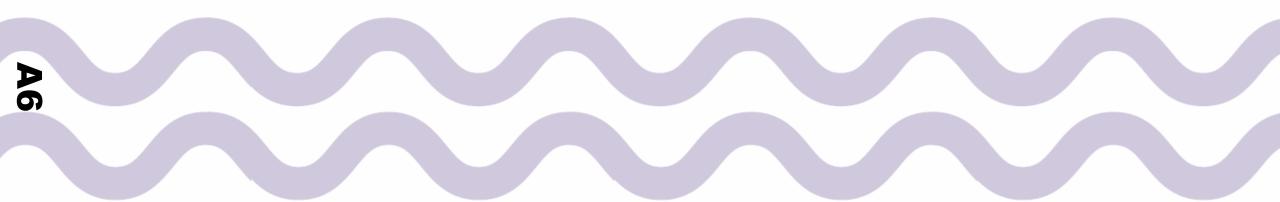
# Questions and discussion on Proposed Updates



## Next Steps for the AMC update

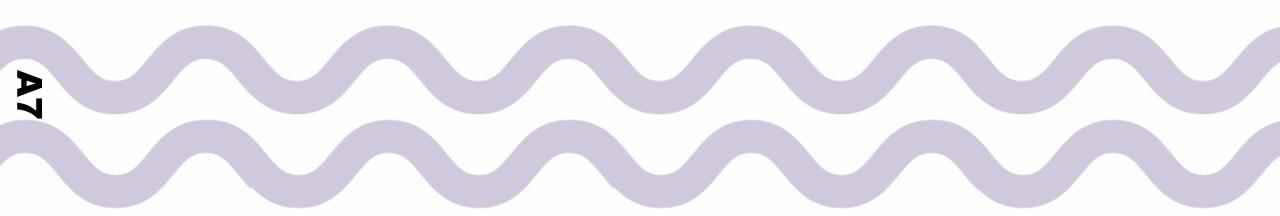
Community Engagement (Nov/Dec)

 Return to Council for adoption (Jan/Feb) and/or Intent to Comply Resolution (SB619)

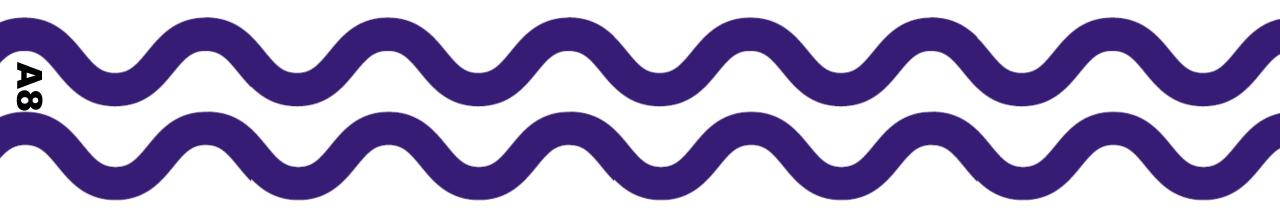


# Remaining items to implement for SB1383

- SB619 compliance plans
- Organics Rate discussion
- Edible Food Recovery
- And at some point...Procurement



# Questions and Discussion





## Environmental Resource Line (925)779-6137

#### ATTACHMENT B

#### CHAPTER 3: SOLID WASTE AND RESOURCE RECOVERY

Article I: Solid Waste Collection for Resource Recovery

- 6-3.01 Definitions
- 6-3.02 Trash, organics, and recyclable materials; mandatory service
- 6-3.03 Trash, organics, and recyclable materials; containers; location
- 6-3.04 Trash, organics, and recyclable materials; type permitted; cleaning
- 6-3.05 Repeal and reserve
- 6-3.06 Burning and burying solid waste
- 6-3.07 Solid waste vehicles
- 6-3.08 Unlawful collection or transporting of solid waste
- 6-3.09 Time of collection
- 6-3.10 Collection contracts
- 6-3.11 Frequency of solid waste and rubbish collection
- 6-3.12 Collection billing
- 6-3.13 Collection; nonpayment
- 6-3.14 Unlawful to dump on public or private property
- 6-3.15 Place and manner of dumping; compliance with regulations
- 6-3.16 Inspection and enforcement duties of the City Manager
- 6-3.17 Removal of recyclable materials
- Article II: Construction and Demolition Debris Recycling
  - 6-3.201 Definitions
  - 6-3.202 Threshold for covered projects
  - 6-3.203 Submission of waste management plan
  - 6-3.204 Review of waste management plan
  - 6-3.205 Infeasibility exemption
  - 6-3.206 Submittal of completed waste management plan
  - 6-3.207 Appeal
- Article III: Edible Food Recovery
  - 6-3.301 Definitions
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#### ARTICLE I: SOLID WASTE COLLECTION FOR RESOURCE RECOVERY

#### § 6-3.01 DEFINITIONS.

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

ADEQUATE SIZE or ADEQUATE LEVEL OF SERVICE. The subscription to collection services from the franchised contractor of containers of sufficient size and/or frequency of service that all trash, organics, and recyclable materials are enclosed within their

respective container with the top of the container in a fully closed position ready for collection.

AGREEMENT. A contract entered into between the city and the contractor providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the contractor's collection and disposal of materials and the setting of rates and charges for services.

CALIFORNIA CODE OF REGULATIONS or "CCR". State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

CALRECYCLE. California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Citys (and others).

COMMERCIAL BUSINESS or COMMERCIAL. A firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

COMMERCIAL EDIBLE FOOD GENERATOR. Tier One or Tier Two Commercial Edible Food Generator as defined in this definition section or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

COMMUNITY COMPOSTING. Any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

COMPLIANCE REVIEW. A review of records by the City to determine compliance with this ordinance.

COMPOST. Product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility or as in 14 CCR Section 17896.2(a)(4).

COMPOSTABLE PLASTICS or COMPOSTABLE PLASTIC. Plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

CONTAINER. An approved receptacle for the storage and disposal of trash, organics, and recyclable materials, including contractor-supplied receptacles such as carts, bins, or drop boxes (or roll- off box, debris box); and also including subscriber- supplied containers for

extra materials set out for collection, however limited as to size and weight as specified in the franchise agreement.

CONTAINER CONTAMINATION or CONTAMINATED CONTAINER. A container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

CONTRACTOR or FRANCHISED CONTRACTOR. The person or entity with whom the city contracts for the collection and disposal of solid waste, including trash, organics, and recyclable materials or other waste materials.

DESIGNEE. An entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

EDIBLE FOOD. Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

ENFORCEMENT ACTION. An action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

EXCLUDED WASTE. Hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Citys, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the city's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by the Contract Hauler for collection services.

FOOD DISTRIBUTOR. A company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

FOOD FACILITY. Same meaning as in Section 113789 of the Health and Safety Code.

FOOD RECOVERY. Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

FOOD RECOVERY ORGANIZATION. An entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

FOOD RECOVERY SERVICE. A person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

FOOD SCRAPS. All food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

FOOD SERVICE PROVIDER. An entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).



FOOD-SOILED PAPER. Compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

FOOD WASTE. Food Scraps, Food-Soiled Paper, and Compostable Plastics.

GARBAGE. See Solid Waste.

GREEN WASTE. All plant matter cut, trimmed, or pruned from the subscriber's premises, including grass, garden plants, flowers, and tree and shrubbery trimmings, but excluding cactus, palm fronds and bamboo.

HAZARDOUS MATERIALS. All materials which are defined as being hazardous to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Hazardous materials/waste may include those things which are not hazardous in and of themselves, but which may become hazardous in combination with other materials which may be found in the waste stream. Examples include, but are not limited to, fireworks, gunpowder, antifreeze, paint thinner, mineral spirits, paint, asbestos, insecticides, weed killer, household cleaners with lye or ammonia, and medicines.

INFECTIOUS WASTE. All waste materials which are defined as being injurious to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Examples include, but are not limited to, needles and syringes and other instruments used to administer medication, disposable diapers, rags or other materials used to clean areas infected by human or animal waste, and other materials contaminated with or exposed to infected or contagious persons, animals, or materials.

LARGE EVENT. An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

LARGE VENUE. Permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the

site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

OCCUPIED. Any structure or property that is served by an active water account.

ORGANIC WASTE OR ORGANICS. Includes food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

ORGANIC WASTE GENERATOR. Person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

PAPER PRODUCTS. Including but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

PRINTING AND WRITING PAPERS. Including but not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

PROHIBITED CONTAINER CONTAMINANTS. Materials placed in the incorrect container for resource recovery, includes the following: (i) discarded materials placed in the Recycle Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Recycle Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organics Container Organic Waste for the City's Organics Container; (iii) discarded materials placed in the Trash Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organics Container Organic Wastes to be placed in City's Organics Container and/or Recycle Container; and, (iv) Excluded Waste placed in any container.

RECYCLABLE MATERIALS. Defined as and including glass, paper, cardboard, wood, concrete, plastic, used motor oil and filters, ferrous and non- ferrous metal, aluminum, and any other waste materials that are capable of being recycled. The terms RECYCLE, RECYCLED and RECYCLING each refer to the process of collecting, sorting, cleansing, treating, reconstituting and/or selling recycling materials, and returning them to use in the economy. It includes construction and demolition debris, including asphalt and concrete. (See regulations regarding management plan for construction and demolition debris, at § 6-3.201 et seq. of the Antioch Municipal Code.)

REFUSE. See Solid Waste.

RESOURCE RECOVERY. Managing solid waste and sorting them in a manner as to maximize the ability to use discarded material to create valuable products as new outputs.

The aim is to reduce the amount of waste generated, thereby reducing the need for landfill space, optimizing the values created from waste and reducing the need to use raw materials in the manufacturing process.

RUBBISH. See Solid Waste.

SALVAGE. The authorized and controlled accumulation of Solid Waste materials for subsequent use. SALVAGEABLE MATERIALS refers to items that can be put to subsequent use.

SELF-HAULER. A person who hauls Solid Waste, Organic Waste or Recyclable Material they have generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

SINGLE-FAMILY means of, from, or pertaining to any residential premises with fewer than five (5) units.

SOLID WASTE or WASTE. All putrescible and non-putrescible solid, semi- solid, and liquid wastes, including solid waste, trash, refuse, paper, rubbish, ashes, commercial and industrial wastes, green waste, construction and demolition debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. SOLID WASTE or WASTE includes recyclable materials that are discarded by the generators of such materials and mixed waste which include both recyclable and non-recyclable materials. SOLID WASTE or WASTE does not include any of the following wastes: (1) hazardous waste, as defined in Public Resources Code Section 40141; (2) radioactive waste; and (3) medical waste regulated pursuant to the Medical Waste Management Act. It includes all recyclable materials that are discarded by the generator, and mixed waste. Solid Waste does not include exempt waste, as defined above.

(1) REFUSE. Solid waste and rubbish. It does not include green waste or recyclable material that has been separated out for recycling, recovery or reuse.

(2) RUBBISH. Non-putrescible solid wastes such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber byproducts or litter.

SOURCE SEPARATED. Materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for resource recovery or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are

separated from materials places in the Trash Container or other Solid Waste for the purposes of collection and processing.

SOURCE SEPARATED ORGANIC WASTE. Organic Waste that can be placed in an Organics Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Recycle Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

SOURCE SEPARATED RECYCLE CONTAINER ORGANIC WASTE. Source Separated Organic Wastes that can be placed in a Recycle Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

SOURCE SEPARATED RECYCLABLE MATERIALS. Source Separated Non-Organic Recyclables and Source Separated Recycle Container Organic Waste.

SPECIAL HANDLING MATERIALS. All materials which are defined as requiring special handling for the public health and safety by federal, state, or county statutes, legislation, policies, or rules and regulations. SPECIAL HANDLING MATERIALS shall also mean those things which are not dangerous in and of themselves, but which may impose a hazard to the public health when combined with other materials which may be found in a waste stream or disposal site, or which may contaminate water supplies or other facilities used by the public and not disposed of properly, or which cannot be conveniently handled using standard equipment and procedures. Examples include, but are not limited to, used automobile oil and filters, household cleaners which are not inherently hazardous, and large-sized or bulk materials or materials too heavy to dispose of through the normal container process.

SUBSCRIBER. All persons, firms, corporations, or entities which generate or accumulate solid waste, rubbish, recyclable/salvageable materials, hazardous materials, infectious wastes, or special handling materials within the boundaries of the city as they may exist from time to time.

SUPERMARKET. A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

TIER ONE COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.



(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

- TIER TWO COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial Edible Food Generator that is one of the following:
  - (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
  - (2) Hotel with an on-site Food Facility and 200 or more rooms.
  - (3) Health facility with an on-site Food Facility and 100 or more beds.
  - (4) Large Venue.
  - (5) Large Event.
  - (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
  - (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

('66 Code, § 6-3.01) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07; Am. Ord. 2177-C-S, passed 1-28-20)

#### § 6-3.02 TRASH, ORGANICS, AND RECYCLABLE MATERIALS; MANDATORY SERVICE.

Every owner, proprietor, person in possession, manager, or other person, firm, or corporation having the charge or control of any occupied property shall be subject to the provisions of this section based on the property types as defined.

Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(A) Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in §6-3.08 of this ordinance.



- (1) Shall subscribe to City's three-container collection services for all Waste generated as described below in subsection ii. City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation and containment of materials; and, Single-Family generators shall adjust their service level for collection services as requested by the City.
- (2) Shall participate in the City's collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.
  - (a) Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and remaining materials, for which there is not currently a resource recovery option for shall be placed in the Trash Container. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.

(B) Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (1)Subscribe to City's three-container collection services and comply with requirements of those services as described below:
  - (a) Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and remaining materials, for which there is not currently a resource recovery option for shall be placed in the Trash Container. Generators shall not place materials designated for the Trash Container into the Organics Container or Recycling Container.
  - (b) City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as requested by the City.
- (2)Supply and allow access to an adequate number, size and location of collection containers with sufficient labels or colors (conforming with §6-3.03(A)(3) below) for employees, contractors, tenants, and customers, consistent with City's Recycle Container, Trash Container, and Organics Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with §6-3.08.
- (3)Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Organics Container Organic Waste and Source Separated

Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have <u>either</u>:

- (a) A body or lid that conforms with the container colors provided through the collection service provided by the Franchised Hauler, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
- (b) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (4)To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with §6-3.08. For the purpose of this subsection, property managers and maintenance staff are considered employees.
- (5)Inspect Recycle Containers, Organics Containers, and Trash Containers for contamination and inform employees and tenants if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (6)Annually provide information to employees, contractors, tenants, and customers about Resource Recovery requirements and about proper sorting of Source Separated Organics Container Organic Waste and Source Separated Recyclable Materials.
- (7)Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source

Separated Organics Container Organic Waste and Source Separated Recyclable Materials separate from Trash Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

- (8)Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 16 of this ordinance to confirm compliance with the requirements of this ordinance.
- (9)If a Commercial Business wants to self haul, meet the Self-Hauler requirements in §6-3.08 of this ordinance.

(10) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to §6-3.302

(C) Every person, firm or corporation that generates and that is required by this chapter to dispose of trash, organics, and recyclable materials shall subscribe with the contractor for the collection of trash, organics, and recyclable materials. In the case of any leased or rented single-family dwelling or leased or rented apartment, flat, duplex, or multi-family dwelling, the owner shall ensure that there is adequate collection and disposal service for each occupant residing therein and shall be responsible for the payment of the charges therefor.

(E) The contractor shall give written notice to the City Manager or his or her designee of the address of any commercial or industrial business or occupied premises within the city which is not furnished with the collection and disposal service provided by the contractor.

(F) Failure to subscribe for and correctly participate in the collection of trash, organics, and recyclable materials as required by this code is unlawful. In addition to the penalties provided in Chapter 2 of Title 1 of this code, failure to subscribe for the collection and disposal of trash, organics, and recyclable materials may also result in abatement action by the city, including the City directing the Hauler to adjust service levels on an account on behalf of the property owner in incremental periods of six months.

(G) If the city manager or his or her designee determines that any person, firm, corporation or entity has failed to subscribe for the collection of trash, organics, and recyclable materials as required by this code, a written notice may be sent to the person, firm, corporation or entity informing them of the violation and the requirements of this chapter. The notice shall direct the recipient to subscribe with the contractor within ten days after the date of the notice and the penalties for continued failure to comply.

(H) Any person, firm, corporation or other entity may apply for an exemption to the requirements of this chapter upon the showing that the premises are unoccupied. Such application shall be made on any form supplied by the city.

(I) No provision of this chapter shall be construed to prevent an owner from requiring the tenant to furnish the containers required by this chapter, or to subscribe for the collection of trash, organics, and recyclable materials; provided, however, that such arrangement does not excuse the owner of his or her obligations under this chapter if the tenant fails to comply.

(J) Nothing in this chapter shall be construed to prevent any person, firm, corporation, or entity from the periodically removing and disposing of rubbish from premises owned, managed or controlled by that person as long as the self haul requirements of § 6-3.08 are followed and unless the material removed includes hazardous, infectious or special handling materials, or to so remove the material would constitute a hazard to the public health or safety or would constitute a public nuisance, or unless such person, firm, corporation or entity is engaged in the business of hauling.

(K) Owners of a structure or property that is vacant but maintains water services for irrigation, property maintenance or similar purpose, may apply to the City Manager or designee for exception to the requirement for solid waste service. The conditions and terms of this exemption may be restricted.

('66 Code, § 6-3.02) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07; Am. Ord. 2177-C-S, passed 1-28-20)

#### § 6-3.03 SOLID WASTE AND RECYCLING CONTAINERS; LOCATION.

(A) Commercial accounts. All subscribers of commercial accounts shall comply with the following requirements regarding containers and their placement:

(1) All trash, organics, and recyclable materials containers and dumpsters shall be placed and maintained in a location readily accessible to the contractor and not constituting either a fire hazard or a public nuisance.

(2) Upon written notification from the city that containers are being maintained in a hazardous or offensive condition, they shall be relocated immediately by the subscriber.

(3) Failure to relocate the containers following notice shall be unlawful and constitute an infraction, punishable as specified in this code.

(B) Residential accounts. All subscribers of residential accounts shall comply with the following requirements regarding containers and their placement:

(1) It shall be the duty of every residential subscriber to place the containers in the street, with the wheels against the curb, not earlier than 6:00 p.m. the night before the scheduled pickup. There must be at least three feet of space between each container and four feet between any container and any other object on the street, such as vehicles.

(2) All containers shall be removed from the city right-of-way at the end of the day of collection.

(3) It shall be unlawful to place hot ashes or similar materials in containers. Violations of this provision shall subject the violator to civil liability for any loss, cost or damage of the public or the contractor for such violation.

(C) Solid waste, green waste, and recyclables shall not be transferred from a nonsubscribing premises to any other premises.

('66 Code, § 6-3.03) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07)

§ 6-3.04 TRASH, ORGANICS AND RECYCLING CONTAINERS; TYPE PERMITTED; CLEANING.

(A) Only those containers defined in § 6-3.01 of this chapter as subscriber-supplied containers may be supplied or used by subscribers, unless special contractual agreements

are made with the contractor for the use of commercial containers and/or other containers approved by the city and contractor, including, but not limited to, containers for recyclable and organic materials. Subscribers shall use containers that are provided by the contractor, except in special situations as authorized by the contractor, such as for the pickup of oil to be recycled.

(B) All containers shall be maintained in a clean and sanitary condition. Failure to do so shall be unlawful and constitute both a public nuisance and an infraction.

(C) Upon the failure of the subscriber to maintain containers in a sanitary condition after notice from the city, the city may order the contractor to clean same. Any such cleaning shall constitute an extra service and shall be the liability of and be recoverable from the subscriber.

('66 Code, § 6-3.04) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

('66 Code, § 6-3.05) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

§6-3.04 Repeal and Reserve

§ 6-3.06 BURNING AND BURYING SOLID WASTE.

It shall be unlawful for any person, firm, corporation or entity to discard, burn, or bury any solid waste or rubbish on any private or public property, except at a landfill licensed by the County Health Department. This section does not prohibit composting when accomplished consistent with criteria and standards of the County Health Department. ('66 Code, § 6-3.07) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

#### § 6-3.07 SOLID WASTE VEHICLES.

(A) It shall be unlawful for any person, firm, corporation or entity to collect, transport, or carry solid waste, rubbish, hazardous waste, infectious waste, and/or special handling materials in any vehicle which does not comply with all federal, state, and local waste disposal criteria and regulations.

(B) It shall be unlawful for any person, firm, corporation or entity to throw any solid waste, rubbish, hazardous waste, infectious waste, and/or special handling materials directly into any of the contractor's vehicles.

('66 Code, § 6-3.08) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

#### § 6-3.08 UNLAWFUL COLLECTION OR TRANSPORTING OF SOLID WASTE.

It shall be unlawful for any person, firm, or corporation, other than the contractor or its employees, or the person, firm, or entity which has contracted with the contractor for such transportation, or unless otherwise excluded or exempted by federal or state law, to collect within the city or to transport or carry any solid waste, rubbish, organics, recyclable

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material, hazardous waste, infectious material, or special handling material through the city with the following exceptions:

- (A) Self-haulers who are hauling trash, organics or recyclable/salvageable materials from their own property or job site for disposal or diversion and who are not engaged in the business of hauling must abide by the following
  - (1) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
  - (2) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
  - (3) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
    - (a) Delivery receipts and weight tickets from the entity accepting the waste.
    - (b) The amount of material in cubic yards or tons transported by the generator to each entity.
    - (c) If the material is transported to an entity that does not have scales onsite, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
    - (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 12(c) to the city if requested.
- (B) A Residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in A(3) above.
- (C) The term SOLID WASTE as used in this section shall not include scrap meat, fats or hides from any butcher shop or restaurant, and provided that any person, other than the contractor, removing, collecting or carrying such scrap meat, fats or hides shall

first obtain a permit from the City Manager or his or her designee upon a showing that the transportation will be accomplished in a safe and sanitary manner in equipment designed and maintained for that purpose.

(D) In the event that the city authorizes collection or transporting of solid waste due to a declared emergency.

('66 Code, § 6-3.09) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

#### § 6-3.09 TIME OF COLLECTION.

Unless otherwise directed by the city, such as in emergencies or on a case-by-case basis:

(A) No solid waste or rubbish shall be collected in the business district between the hours of 11:00 a.m. and 10:00 p.m. of each day, except for a one-time special service upon a specific request by a subscriber.

(B) No solid waste or rubbish shall be collected in the residential areas between the hours of 6:00 p.m. and 6:00 a.m.

('66 Code, § 6-3.10) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

#### § 6-3.10 COLLECTION CONTRACTS.

(A) Authorized. The City Council may let contracts or enter into agreements, including exclusive franchises, contracts or agreements, with any person, firm, or entity for the removal of solid waste, rubbish, recyclable/salvageable material, or other waste matter.

(B) Revocation. Any such agreement may be revoked at any time by the City Council for noncompliance with the provisions of this chapter, subject to the terms and conditions of such agreement, including any applicable notice and cure provisions.

(C) Bond. Each such contractor shall give a bond, payable to the city, in such sum of money as may be fixed in the discretion of the City Council, co-signed by a good and sufficient surety admitted and authorized to do business in California and conditioned for the faithful performance of the duties imposed by the provisions of this chapter and the terms of the agreement entered into with the city. The city, in its discretion, may permit a letter of credit to be substituted in lieu of such bond.

(D) Workers' Compensation insurance. Such agreement shall require that the contractor procure for the period covered by the contract full workers compensation insurance as required by state law.

(E) Liability insurance. Such agreement shall require that the contractor obtain and maintain liability insurance in amounts and coverage details acceptable to the City Attorney and City Council.

(G) Resource Recovery Requirements for Haulers and Facility Operators

(1) The Franchised Contractor providing residential, commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of



approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

- (a) Through written notice to the city annually on or before <u>(City to</u> insert date), identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Organic Waste
- (b) Transport Source Separated Recyclable Materials, Source Separated Organics Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- (c) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 13 of this ordinance, and AMC§6-3, Article II.
- (2) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon city request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
- (3) Community Composting operators, upon city request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

('66 Code, § 6-3.11) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

#### § 6-3.11 FREQUENCY OF SOLID WASTE AND RUBBISH COLLECTION.

- (A) All trash, organics, and recyclable materials shall be collected not less frequently than once every seven days with the following exceptions:
  - a. More frequent collections shall be made at those premises where it is determined by the City Manager, or his or her designee, that one collection each week is insufficient to maintain the premises in a clean and sanitary condition.
  - b. Single Family Residential services shall be allowed to have bi-weekly collection of materials as determined by the Franchise Agreement.

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(B) The rates to be charged by the contractor for services shall not exceed the maximum rates authorized by the City Council in the agreement or by subsequent modifications thereto.

('66 Code, § 6-3.12) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

#### § 6-3.12 COLLECTION BILLING.

The contractor may bill the subscribers in advance. However, the billing periods shall be at least as often as quarterly.

('66 Code, § 6-3.15) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

#### § 6-3.13 COLLECTION; NONPAYMENT.

(A) It shall be unlawful for any subscriber to fail, neglect or refuse to pay the contractor the rates approved by the City Council for such service. Upon an application by the contractor to the city, the city is authorized to use its enforcement authority, including but not limited to, the right to subscribe to solid waste or other service for the subject property in six-month increments up to one year and place a special assessment lien the property to which the subscription services are provided, pursuant to the procedures set forth in § 1-5.09 of this code.

(B) If the contractor terminates service to any nonpaying subscriber, such subscriber, as a condition precedent to the reestablishment of service, shall fully comply with the current billing practices and policies of the contractor, including but not limited to, requirements to pay in cash or cash equivalent, prepayment of one full billing cycle, payment of all costs of collection and payment of a reinstatement fee.

(C) All costs of collecting delinquent payments including, but not limited to, interest charges, collection agency charges, and attorney fees and costs shall be added to and become a part of the charges owed for the services rendered to the subscriber by the contractor and shall be governed by this chapter in the same manner as the original charges and may be placed against the property as a special assessment lien. ('66 Code, § 6-3.16) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07)

#### § 6-3.14 UNLAWFUL TO DUMP ON PUBLIC OR PRIVATE PROPERTY.

It shall be unlawful for any person, firm, or corporation to deposit or dump any solid waste in any location on public or private property, unless in a location specifically authorized in writing by the city.

('66 Code, § 6-3.18) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07)

#### § 6-3.15 PLACE AND MANNER OF DUMPING; COMPLIANCE WITH REGULATIONS.

The contractor and any person acting with its authority shall conform with all laws, ordinances, and regulations of the federal, state, county and city authorities as to the place and manner of dumping solid waste collected in the city.

('66 Code, § 6-3.19) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07)

#### § 6-3.16 INSPECTION AND ENFORCEMENT DUTIES OF THE CITY MANAGER.

It shall be the right of the City Manager or his or her designee to inspect and supervise all vehicles used in the collection, handling and disposal/recycling of solid waste and to ascertain that such vehicles are kept clean and sanitary.

('66 Code, § 6-3.20) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

#### § 6-3.17 REMOVAL OF RECYCLABLE MATERIALS.

It shall be unlawful for any person other than the contractor to remove or take recyclable materials from containers which are left on or near the sidewalk for the contractor's collection and removal. Containers having the contractor's name or initials indicated thereon shall be presumed to be left for its collection.

('66 Code § 6-3.21) (Ord. 779-C-S, passed 5-24-90; Am. Ord. 1088-C-S, passed 3-13-07) Penalty, see §§ 1-2.01 et seq.

#### ARTICLE II: CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

#### § 6-3.201 DEFINITIONS.

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

APPLICANT. Any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits to undertake construction, demolition, or renovation project within the city.

CONSTRUCTION. The building of any facility or structure or any portion thereof including tenant improvements to an existing facility or structure.

CONSTRUCTION AND DEMOLITION DEBRIS or C&D DEBRIS. Used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure.

CONVERSION RATE. The California Integrated Waste Management's accepted conversion rate used in estimating the volume or weight of materials identified in a waste management plan.

COVERED PROJECT shall have the meaning set forth in § 6-3.202 and must comply with the 2016 California Green Building Standards Code (CALGreen) and any future changes made to the threshold for covered projects under that code.

DECONSTRUCTION. The process of carefully dismantling a building or structure in order to salvage components for reuse or recycling.

DEMOLITION. The decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

DIVERSION REQUIREMENT. The redirection from the waste stream of at least 65% of the total construction and demolition debris generated by a project via reuse or recycling, and

must comply with the 2016 California Green Building Standards Code (CALGreen) and any future changes made to the diversion rate under that code unless the applicant has been granted an infeasibility exemption, in which case the DIVERSION REQUIREMENT shall be the maximum feasible diversion rate established by the WMP Compliance Official for the project.

DIVERT. To use material for any purpose other than disposal in a landfill or transformation facility.

NONCOVERED PROJECT shall have the meaning set forth in § 6-3.202(B).

PROJECT. Any activity, which requires an application for a building or demolition permit, or any similar permit from the city.

RECYCLING. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

RENOVATION. Any change, addition, or modification in an existing structure.

REUSE. Further or repeated use of materials in their original form.

SALVAGE. The controlled removal of construction or demolition debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

TENANT IMPROVEMENTS. A project involving structural or other modifications of an existing property resulting in the generation of C&D debris.

TOTAL COSTS. The total construction value of the project using standard commercial and residential valuation formulas.

VENDOR. A hauler of commercial recycling materials authorized by the City of Antioch.

WASTE MANAGEMENT PLAN (WMP). A completed WMP form, approved by the city for the purpose of compliance with this article, submitted by the applicant for any covered project. Prior to project start, the WMP shall identify the types of C&D debris materials that will be generated for disposal and recycling. A completed WMP contains actual weight or volume of the material disposed or recycled.

WMP COMPLIANCE OFFICIAL. The Community Development Director or his or her designee.

(Ord. 2123-C-S, passed 1-10-17)

§ 6-3.202 THRESHOLD FOR COVERED PROJECTS.

(A) Covered projects.

(1) The following projects shall comply with this article:

(a) All new structures;

(b) All permitted non-residential additions and alterations;

(c) Permitted residential additions or alterations that add to the conditioned area of the property;

(d) Demolition of any structure or portion of a structure larger than 120 square feet.



(2) For the purposes of determining whether a project meets the foregoing thresholds, all phases of a project and all related projects taking place on a single or adjoining parcel, as determined by the WMP Compliance Official, shall be deemed a single project.

(B) Noncovered projects. Applicants for construction, demolition, and renovation projects within the city which are not covered projects ("noncovered projects") shall be encouraged to divert as much project-related construction and demolition debris as possible.

(C) Building and demolition permits. No building, site development or demolition permit shall be issued for a covered project unless and until the WMP Compliance Official has approved a WMP for the project. Compliance with the provisions of this article shall be listed as a condition of approval on any building, site development or demolition permit issued for a covered project.

(D) Projects sponsored by the city. All construction, demolition and renovation projects sponsored by the city shall be considered covered projects for the purposes of this chapter. The project sponsor shall submit a WPM to the official prior to beginning any or activities and shall be subject to all applicable provisions of this chapter.

(Ord. 2123-C-S, passed 1-10-17)

§ 6-3.203 SUBMISSION OF WASTE MANAGEMENT PLAN.

(A) WMP forms. Applicants for building, demolition, or site development permits involving any covered project shall complete and submit a waste management plan ("WMP"), on a WMP form approved by the city for this purpose as part of the application packet for the building, demolition, or site development permit. The completed WMP shall indicate all of the following:

(1) A list of the C&D Debris material types to be generated;

(2) The vendor or facility that the applicant proposes to use to collect or receive the materials; and

(3) Acknowledgment of responsibility. The WMP shall be signed by both the contractor and owner indicating that:

(a) Understanding of consequences of not meeting the diversion requirement including being subject to fines; and

(b) They are responsible for the actions of their subcontractors with regard to this diversion requirement.

(B) Deconstruction. In preparing the WMP, applicants for building, demolition, or site development permits involving the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage prior to landfilling. Materials generated in this process shall be considered divertable C&D debris and included in the amount of waste generated.

(Ord. 2123-C-S, passed 1-10-17)

§ 6-3.204 REVIEW OF WASTE MANAGEMENT PLAN.

(A) Approval.

(1) Notwithstanding any other provision of this code, no building, demolition, or site development permits shall be issued for any covered project, nor shall any demolition, construction or renovation take place on any covered project, unless and until the WMP Compliance Official has approved the WMP. The WMP Compliance Official shall only approve a WMP if he or she first determines that all of the following conditions have been met:

(a) The WMP provides all of the information required by this article;

(b) The WMP indicates that diversion requirement for all C&D debris generated by the project will be met.

(2) If the WMP Compliance Official determines that these two conditions have been met, he or she shall mark the WMP "Approved" and return a copy of the WMP to the applicant.

(B) Nonapproval. If the WMP Compliance Official determines that the WMP fails to 1) list all C&D materials to be generated, 2) indicate that diversion requirement will be met, or 3) have both the contractor's and owner's signatures, he or she shall either:

(1) Return the WMP to the applicant marked "Denied," including a statement of reasons, or

(2) Return the WMP to the applicant marked "Further Explanation Required", or

(3) Return the WMP to the applicant marked "Temporary Permit" which will be valid for the period specified.

(Ord. 2123-C-S, passed 1-10-17)

# § 6-3.205 INFEASIBILITY EXEMPTION.

(A) Application. If an applicant for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time that he or she submits the WMP. Increased costs to the applicant generally will not be a sufficient basis for an exemption unless such costs are extraordinary. The applicant shall indicate on the WMP the maximum amount of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the diversion requirement.

(B) Meeting with WMP Compliance Official. The WMP Compliance Official shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement. Upon request of the city, the WMP Compliance Official may request the staff from the Solid Waste Division attend this meeting or may require the applicant to request a separate meeting with Solid Waste Division staff. Based on the information supplied by the applicant and, if applicable, Solid Waste Division staff, the WMP Compliance Official shall determine whether it is possible for the applicant to meet the diversion requirement.

(C) Granting of Exemption. If the WMP Compliance Official determines that it is infeasible for the applicant to meet the diversion requirement due to unique circumstances, he or she shall establish a minimum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the applicant. The WMP Compliance Official

shall return a copy of the WMP to the applicant marked "Approved for Infeasible Exemption."

(D) Denial of exemption. If the WMP Compliance Official determines that it is feasible for the applicant to meet the diversion requirement, he or she shall so inform the applicant in writing. The applicant shall have 30 days to resubmit a WMP form.

(Ord. 2123-C-S, passed 1-10-17)

§ 6-3.206 SUBMITTAL OF COMPLETED WASTE MANAGEMENT PLAN.

(A) Documentation.

(1) No permit or approvals related to the project site shall be issued by the city until the applicant complies with the provisions of this section. The completed WMP must be approved prior to final occupancy. A temporary occupancy may be granted by the Building Official.

(2) The applicant shall submit documentation along with a completed WMP that documents the diversion requirement for the project has been met to the City Compliance Official in order to receive final occupancy approval. This documentation shall include the following:

(a) The completed WMP submitted for approval shall list for each construction and demolition material type generated the actual material volume or weight the project generated and receipts from both the disposal and recycling facilities and/or licensed haulers and vendors that received each material showing clearly whether the material was disposed or recycled;

(b) Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with this article.

(B) Weighing of wastes. Applicants shall make reasonable efforts to ensure that all C&D debris diverted or landfilled are measured and recorded using the most accurate method of measurement available. To the extent practical, all construction and demolition debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used.

(C) Determination of compliance and release of permit. The WMP Compliance Official shall review the information submitted under division (A) above and determine whether the applicant has complied with the diversion requirement, as follows:

(1) Full compliance. If the WMP Compliance Officer determines that the applicant has fully complied with the diversion requirement applicable to the project, he or she shall indicate such compliance on the WMP.

(2) Good faith effort to comply. If the WMP Compliance Official determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply with this article. In making this determination, the WMP Compliance Official shall consider the availability of markets for the C&D debris landfilled, the size of the project, and the documented efforts of the applicant to divert C&D debris. If the WMP Compliance Official determines that the

applicant has made a good faith effort to comply with this article, he or she shall so indicate on the WMP.

(3) Noncompliance. If the WMP Compliance Official determines that the applicant has not made a good faith effort to comply with this article, or if the applicant fails to submit the documentation required by division (A) above within the required time period, then the applicant shall be in violation of this article and be liable for a civil penalty, including that authorized by § 9-5.2707.1 of this code, in addition to any other remedy provided by this article.

(Ord. 2123-C-S, passed 1-10-17) Penalty, see §§ 1-2.01 et seq.

§ 6-3.207 APPEAL.

Appeal of a determination made under this article shall be made to the Director of Community Development or his or her designee. (Ord. 2123-C-S, passed 1-10-17)

ARTICLE III: EDIBLE FOOD RECOVERY

§ 6-3.301 Definitions

For terms used in this Article, the Definitions in §6-3.01 apply.

§ 6-3.302 Requirements for Commercial Edible Food Generators

- (A) Tier One Commercial Edible Food Generators must comply with the requirements of this Article commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (B) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(C) Commercial Edible Food Generators shall comply with the following requirements:

- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
- (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator selfhauls to the Food Recovery Organization for Food Recovery.
- (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.



- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
  - (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
  - (b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
  - (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
    - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
    - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
    - iii. The established frequency that food will be collected or self-hauled.
    - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (D) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

§6-3.302. Requirements for Food Recovery Organizations and Services,

- (A) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
  - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
  - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

- (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
- (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (B) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
  - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
  - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
  - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (C) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than \_\_\_\_\_ (City to insert date).



# ANTIOCH CALIFORNIA

# STAFF REPORT TO THE CITY COUNCIL

DATE:	Regular Meeting of November 9, 2021
TO:	Honorable Mayor and Members of the City Council
SUBMITTED BY:	Lizeht Zepeda, Economic Development Program Manager $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$
APPROVED BY:	Kwame P. Reed, Economic Development Director
SUBJECT:	Economic Development Façade Improvement Program Pilot

# **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution approving the 2021 Façade Improvement Program for an amount of \$60,000.

# FISCAL IMPACT

The approved Economic Development Department's Fiscal Year 2021/2022 budget includes \$60,000 for a Façade Improvement Program.

# DISCUSSION

The intent of the citywide Façade Improvement Program ("FIP") is to provide building and business owners with an opportunity to improve their building's storefront with a financial incentive. The proposed program allows for improvements to signage, awnings, painting, and other storefront enhancements. The program is for eligible improvement projects made to the first floor or street level of a commercial building/unit/suite(s). The funding for this program is based on receipts of the actual improvement and then reimbursed to the applicant after the project is deemed completed by the City. The program offers two funding options and an architect design service reimbursement for Downtown and Freestanding Buildings.

 <u>Downtown and Freestanding Buildings Citywide</u> - Opportunity 1 is for commercial buildings within the Downtown Specific Plan Area & buildings in other areas of the City that are considered freestanding. This grant programing covers up to 100% of the first \$2,500 of eligible project costs or two-thirds (67%) of eligible project costs, in excess of \$2,500 up to a maximum grant amount of \$5,000. The City defines a freestanding building as is unattached or separate from any other

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Agenda #

structure or support, standing alone or on its own foundation. The maximum funding available for the program is \$25,000. Design review is required for exterior alterations. For Opportunity 1 projects, the City will reimburse applicants five hundred dollars (\$500) for architect services used for the FIP improvement. Architect services must be performed by a licensed professional. The funding for the architectural services can only be allocated with a FIP application.

2. Commercial Shopping Centers - Opportunity 2 is designed for the City's Commercial Shopping Centers. This grant programing covers a reimbursable grant of two-thirds (67%) of eligible project costs, up to a maximum of a ten thousand dollars (\$10,000). The total cost of the improvement work must be more than five thousand dollars (\$5,000). The City defines a Shopping Center as a collection of two or more independent retail stores or spaces, services, restaurants, with a shared parking area. The maximum funding for this program is \$30,000.

Completed applications will be submitted to the Economic Development Department. Funding is on a first-come, first-served basis until the budgeted funds are committed and the program window for accepting applications closes. Applications must be submitted, approved, and permitted, prior to the start of the construction. Improvements must comply with all City building codes, permitting, and sign standards. Projects must be completed within 6 months of grant approval.

The Economic Development Commission approved and assisted in the FIP components. Staff also solicited a community taskforce to review FIP guidelines and received positive feedback. Staff anticipates the FIP application to be available December 1<sup>st</sup>, 2021.

\*\*\*\*\*\*

# **ATTACHMENTS**

A. Resolution Exhibit 1. Façade Improvement Guidelines

#### **RESOLUTION NO. 2021/\*\***

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE 2021 FAÇADE IMPROVEMENT PROGRAM FOR FISCAL YEAR 2021/2022 AND AUTHORIZING THE ECONOMIC DEVELOPMENT DIRECTOR TO EXECUTE DOCUMENTS AND AGREEMENTS NECESSARY TO CARRY OUT THE PROGRAM FOR AN AMOUNT NOT TO EXCEED \$60,000.

**WHEREAS**, the City of Antioch's Economic Development Commission researched and reported ways to create business incentives citywide;

**WHEREAS**, the City of Antioch's Economic Development Commission recommended a Façade Improvement Program ("Program") to encourage private investment by enhancing the physical "curb appeal" and increase economic vitality within commercial business areas in Antioch;

**WHEREAS**, the Program encourages the retention of existing businesses, attraction of new businesses, and increased property values by offering two funding options;

**WHEREAS**, Opportunity 1 is for commercial buildings within the Downtown Specific Plan Area and buildings in other areas of the City that are considered freestanding. This grant programing can cover up to 100% of the first \$2,500 of eligible project costs or two-thirds (67%) of eligible project costs, in excess of \$2,500 up to a maximum grant amount of \$5,000 with an additional five hundred dollars (\$500) for professional architectural services;

**WHEREAS**, Opportunity 2 is for Commercial Shopping Centers. This grant programing can cover a reimbursable grant of two-thirds (67%) of eligible project costs, up to a maximum of a ten thousand dollars (\$10,000). The total cost of the improvement work must be more than five thousand dollars (\$5,000); and

**WHEREAS**, funding for the Program is included in the approved General Fund Economic Development Department's Fiscal Year 2021/2022 budget.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby adopts the 2021 Façade Improvement Program (attached as Exhibit 1) for an amount of \$60,000 and authorizes the City Manager or designee to execute documents and agreements necessary to carry out the program in a form approved by the City Attorney.

\* \* \* \* \* \* \* \* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of November 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

# ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH



#### Commercial Façade Improvement Program

#### Guideline

#### **Overview**

The City of Antioch's Commercial Façade Improvement Reimbursement Grant Program ("Program") was created to encourage private investment by enhancing the physical "curb appeal" and increase economic vitality within commercial business shopping areas in Antioch. This program encourages the retention of existing businesses, attract new businesses, and increase property values. The long-term objective goal of the program is to permanently improve the appearance of commercial areas Citywide.

#### The Program

This program is intended for commercial property ownerships and business owners who have long-term leases with five or more years. Long-term tenants may apply with property owner as co-applicant. The application must be signed by the property owner. Properties are eligible for grants once every 5 years when available. Businesses have to be sales tax generators for the City in order to apply.

The Program features open enrollment; applications shall be considered on a first-come, first-served basis until the program window for accepting applications closes. Completed applications within the deadline will be reviewed and approved by Economic Development department staff. The Program has two options, A & B and an architect design service reimbursement for option A only.

#### **Program Details:**

A. Downtown Specific Plan Area & Freestanding Buildings – This grant programing can cover up to 100% of the first \$2,500 of eligible project costs or two-thirds (67%) of eligible project costs in excess of \$2,500 up to a maximum grant amount of \$5,000. The City defines a freestanding building as an unattached or separate from any other structure or support. Standing alone or on its own foundation. The City defines Downtown buildings thru its Downtown Specific Plan. Projects must be completed within 6 months of grant approval.

Architect Design Reimbursement for Downtown & Freestanding buildings: will be on a firstcome, first-served basis. The City will reimburse up to \$500 for applicants that hire a licensed professional architect. Design review is required for exterior alterations Citywide. All improvements must be in compliance with the City of Antioch's Zoning Regulations and Design standards

B. **Shopping Centers** – This grant programing can cover a reimbursable grant of two-thirds (67%) of eligible project costs, up to a maximum of a ten thousand dollars (\$10,000). The total cost of the improvement work must be more than five thousand dollars (\$5,000). The City defines Shopping

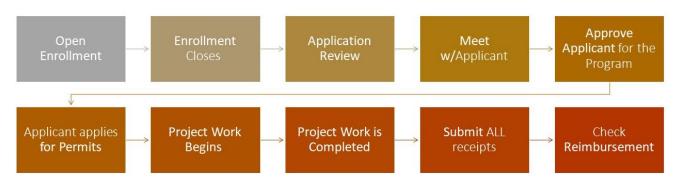
Center as a collection of two or more independent retail stores, services, restaurants, with a shared parking area. Projects must be completed within 6 months of grant approval.

#### **Program Components for Reimbursement**

The funding for this program is based on receipts of the actual improvement and then reimbursed to the applicant. The program is for eligible improvement projects made to the first floor or street level of a commercial building/unit/suite(s). Residential or multi-unit residential buildings are NOT eligible. Grant funds will be made on a first-come, first-served basis until the budgeted funds are committed and the program window for accepting applications closes. Projects must be completed within 6 months of grant approval. If the project extends beyond the scheduled completion date, an extension maybe requested with staff approval required. The program distributes reimbursement payment to applicant/s after City deems the project complete, and upon the submission of invoices and proof of payment.

Design review is required for exterior alterations Citywide. All improvements must be in compliance with the City of Antioch's Zoning Regulations and Design standards. Specific Plan areas require design review. Improvements must comply with all City building codes, permitting, and sign standards. Application must be submitted, approved, and permitted, prior to the start of the construction.

Applicants must be in good standing and have NO active violations with any State, Local, & City agencies. Applicants for this program are not exempt from any planning, building or other City department permit fees.



#### **Program Workflow**

#### **Eligible Improvements**

Improvements for the program include, but are not limited to:

Approved Improvements	NOT Approved	
<ul> <li>Exterior paint</li> <li>Repair or replacement of exterior siding</li> <li>Installation of entry doors</li> <li>Installation of Display windows</li> <li>Installation of new awnings/canopies over</li></ul>	<ul> <li>Obscure windows, that do not allow or</li></ul>	
windows and entryway <li>Installation of new signs or upgraded</li>	encourage viewing into the business <li>Overpowering signs</li> <li>Alcoves or recesses on exterior building walls</li> <li>Loading docks, parking entrances and exits</li> <li>Interior improvements or roof repair, not visible</li>	
signage <li>Installation of exterior lighting</li> <li>Permanent landscaping</li> <li>Construction of outdoor dining or gathering</li>	from the street <li>Removal of architecturally important features</li> <li>Installation of plastic or vinyl awnings &amp;</li>	
spaces <li>Removal of old signs, awnings, and other</li>	canopies <li>Installation of heavy, unattractive, roll-down</li>	
exterior clutter <li>New concept murals</li>	security grates <li>Previous unauthorized improvements</li>	

Additional improvements will be reviewed and approved/denied by the Economic Development Director.

#### How to Apply

Submit on time a completed application. Provide the scope of work of all exterior improvements and an itemized estimate of the total project cost. The project list may contain improvements beyond what would be funded by the grant. Include photos (digital preferred) of the exterior and material/color palette. All proposed façade projects/remodels must be approved by the Economic Development Director prior to being accepted into the program.

#### **Informational Meeting and Review**

Applicants will meet with representatives from Planning & Building Divisions to review the project & building permit process and to answer any questions that a business may have. Economic Development staff will review the application with the business owner, discuss the scope of work, determine a timeline and review the remaining process for the grant.

Planning Approval

If planning approval is required, the applicant is responsible for submitting project plans through the Planning Division.

Building Permit Approval

If a Building permit is required, the applicant is responsible for submitting plans that meet all code requirements through the Building Division.

#### Approval & Agreement

Completed Program applications will be submitted to the City of Antioch Economic Development staff for approval. Once approved, an agreement will be signed between the applicant and City. If an approval is required from other City Divisions/Departments, the applicant must provide those approvals to the Economic Development Department.

Prevailing Wage

All improvements completed through the Façade Improvement Program are "public work" as that term is used in Section 1720 of the California Labor Code. In accordance with Labor Code section 1720 et seq., prevailing wages shall be paid for all façade improvements. Use of volunteer labor is not allowed. All estimates and payments for construction and installation of façade improvements shall include prevailing wages and shall otherwise comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6 and 1813 of the California Labor Code and all other applicable laws and regulations with respect to prevailing wages. Participants in the program are responsible for ensuring that improvements are in compliance with Prevailing Wage Law.

#### **Completed Work**

After receiving all required approvals and permits the applicant shall complete the improvements within six (6) months. The applicant shall be responsible for contacting City staff to request an extension 3 months prior to the 6-month timeline, if necessary. An extension is not guaranteed.

#### **Invoices & other required documents**

Submit an updated W9 form, invoices, receipts, and proof of payment for the entire improvement work. The applicant shall save all documentation as required and submit within 30 days of project completion or Building permit final sign off. There will be no partial payments for reimbursement.

#### Funding

Funding for this Program is appropriated by the City's Economic Development Department as part of its annual budget process. The Program runs concurrent with the City's fiscal year schedule (July 1 – June 30). There is no guarantee of the amount of funds that will be appropriated each year. Funds for the Program are available on a first come, first serve basis. If funds are exhausted at the time of application submittal, staff will retain the application for that budget year only (typically July 1<sup>st</sup> through June 30<sup>th</sup>). If additional funds become available, staff will contact applicants in the order applications were received.

The City of Antioch reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Antioch City Council.

# Façade Improvement Examples



MJ's Downtown Cafe

**Three Eleven Pub** 

Guadalajara Taqueria



# Opportunity *invests* here

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# STAFF REPORT TO THE CITY COUNCIL

DATE:	Regular Meeting of November 9, 2021	
TO:	Honorable Mayor and Members of the City Council	
SUBMITTED BY:	Rosanna Bayon Moore, Assistant City Manager 🛛 🖗 🥢	
APPROVED BY:	Ron Bernal, City Manager	
SUBJECT:	Update on the Planning and Design of Potential Museum Exhibits and Related Pursuits	

# **RECOMMENDED ACTION**

It is recommended that the City Council accept the staff update.

# FISCAL IMPACT

Unknown at this time.

# **DISCUSSION**

On May 18, 2021, the Antioch City Council unanimously adopted the Resolution Apologizing to Early Chinese Residents and their Descendants for Acts of Fundamental Injustice, Seeking Forgiveness and Committing to Rectification of Past Misdeeds. At the same meeting, it was the consensus of the City Council to pursue opportunities for the planning and design of a museum exhibit and other public features or programs with the assistance of qualified consulting experts.

This staff report is intended as an update regarding to the anticipated request for authorization of two distinct yet complimentary efforts. These items will be presented within the next thirty days for City Council action:

1. Antioch Historical Society – Antioch Chinese History Planning Project

This body of work heavily focuses on community engagement to develop a signature exhibit, program or activities that both honor and educate the community. Consultant interviews held. Final ranking accomplished with recommendation pending. Antioch Historical Society to be compensated for project management.

2. City of Antioch – Chinese Historic District Commemoration Project

This body of work is specifically oriented toward concepts for the use of public space and public property within the designated district. The consultant and preliminary concepts have been identified.

**ATTACHMENTS** 

None.

# ANTIOCH CALIFORNIA

# STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 9, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney TLS

SUBJECT:AB 361: Resolution Making Findings Necessary to Conduct Brown<br/>Act Meetings by Teleconference and Determining Whether the City<br/>Council, Boards, Commissions, and Committees Will Keep<br/>Teleconference Access to Public Meetings When In-Person<br/>Attendance at Public Meetings Resumes

# **RECOMMENDED ACTION**

It is recommended that the City Council:

- 1. Provide direction to staff concerning whether the City Council wishes to provide "hybrid meetings" including in-person and teleconference public participation or in-person meetings without public participation via teleconference.
- 2. Adopt the resolution Authorizing Remote Teleconference/Virtual Meetings of the Legislative Bodies of the City of Antioch incorporating the City Council's decision to conduct either:
  - a. hybrid meetings with teleconference or
  - b. in-person meetings without public participation via teleconference (and specifying an end date).

# FISCAL IMPACT

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

# DISCUSSION

The City of Antioch has utilized teleconference technology for some time, and since the State of Emergency is still in effect and state and local health officials are still recommending measures to promote social distancing (as described in the attached Resolution), the City's legislative bodies can continue to meet while providing access to the public via teleconference. This resolution makes the findings required by AB 361, and would apply Citywide; not just to the City Council but to all City commissions and committees subject to the Brown Act as well. However, given that the City Council may want to return to in-person meetings soon, staff requests passage of the attached

resolution and incorporation of the City Council's direction to proceed with either "hybrid meetings" or in-person meetings without public participation via teleconference.

If the City Council selects the hybrid option, then the City Council, commissions, boards, and committees would be able to continue to hold virtual meetings or hybrid meetings in compliance with the following more flexible standards:

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

If the City Council elects not to continue under AB 361, then the City Council as well as all commissions, boards, and committees will be required to comply with the traditional Brown Act meeting and teleconferencing requirements if they do not proceed under AB 361. As more fully detailed below, the traditional Brown Act requirements include, but are not limited to, the following:

- A quorum of the local body shall be physically present within the local body's boundaries
- The meeting and all teleconference locations must be physically accessible to the public
- The address of any teleconference locations shall be included on the agenda
- An agenda shall be posted at each teleconference location
- Public participation must be allowed at the meeting and all teleconference locations

# **ATTACHMENT**

A. Resolution

#### **RESOLUTION NO. 2021-XX**

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

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

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

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

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

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

**WHEREAS**, such conditions now exist in the City; specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency, and such proclamation remains in effect and has not been rescinded or cancelled;

WHEREAS, Cal-OSHA's Emergency Temporary Standards include measures to promote social distancing, such as (1) requiring employers to provide training as to "the fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19"; (2) requiring employees, when eating or drinking, to be "at least six feet apart"; and (3) requiring certain employees without face coverings to "be at least six feet apart from all other persons unless the unmasked employee is either fully vaccinated or tested at least weekly for COVID-19";

**WHEREAS**, the Sacramento County Public Health Officer's Order, dated July 29, 2021, requires unvaccinated person to follow all CDC guidance for unvaccinated people, which, in turn, requires people to stay six feet away from others;

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

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

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

**Section 1.** <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. <u>Findings</u>. The City Council hereby finds that, as set forth above, due to the novel coronavirus there has been declared a State of Emergency by the Governor of the State of California and that state and local officials are recommending or imposing measures promote social distancing.

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

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

\* \* \* \* \* \* \* \* \*

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 9<sup>th</sup> day of November, 2021 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

> ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH