



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

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

Date: Tuesday, September 27, 2022

Time: 6:00 P.M. – Closed Session

7:00 P.M. – Regular Meeting

Place: Council Chambers

200 'H' Street

Antioch, CA 94509

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar Thorpe, Mayor

Michael Barbanica, Mayor Pro Tem (District 2)

Tamisha Torres-Walker, Council Member District 1

Lori Ogorchock, Council Member District 3

Monica E. Wilson, Council Member District 4

Ellie Householder, City Clerk

Lauren Posada, City Treasurer

Cornelius Johnson, Interim City Manager

Thomas Lloyd Smith, City Attorney

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

SPEAKER RULES

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

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

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

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

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

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

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

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

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

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

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

PUBLIC COMMENTS for Closed Session

CLOSED SESSION:

- 1) **PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957.

Council Motioned and directed the City Attorney to prepare a contract for the appointment of Cornelius Johnson as the permanent City Manager, 3/2 (Barbanica, Ogorchock)

- 2) **CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Ana Cortez, Nikki Ausk, and Jeff Bailey; Employee organizations: Antioch Public Works Association.

No reportable action

6:04 P.M. ADJOURNED TO CLOSED SESSION

7:02 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – *All Present*

MOMENT OF SILENCE IN MEMORY OF GIANATON VINCENT COMFORT

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

MAYOR THORPE REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE PUBLIC HEARING ITEMS #8 AND #5 TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED 5/0

AFTER READING THE TITLE OF PUBLIC HEARING ITEM #8, MAYOR THORPE THEN REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE PUBLIC HEARING ITEM #7 TO BE HEARD AS THE NEXT ORDER OF BUSINESS INSTEAD OF ITEM #8; APPROVED 5/0

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

7. UP-22-09 USE PERMIT FOR 2615 SOMERSVILLE ROAD CANNABIS DISPENSARY – THE APPLICANT IS SEEKING USE PERMIT APPROVAL TO OPERATE A NEW RETAIL CANNABIS DISPENSARY AT 2615 SOMERSVILLE ROAD. THE SUBJECT SITE IS A 25,000 SQUARE FOOT LOT WITH AN EXISTING 4,057 SQUARE FOOT COMMERCIAL BUILDING BUILT IN 1975. THE BUSINESS IS PROPOSED TO OPERATE FROM 9AM-8PM, SEVEN (7) DAYS A WEEK.

Reso No. 2022/169 adopted, 3/2 (Barbanica, Ogorchock)

Recommended Action: It is recommended that the City Council adopt the resolution approving UP-22-09, a Use Permit for a new cannabis dispensary at 2615 Somersville Road.

5. RENT STABILIZATION ORDINANCE – FIRST READING

To 10/11/2022 for Adoption, 3/2 (Barbanica, Ogorchock)

Recommended Action: It is recommended that the City Council introduce the Rent Stabilization Ordinance by title only and waive further reading.

9:43 P.M. FIVE MINUTE RECESS, MAYOR THORPE LEFT THE MEETING.

9:53 P.M. RECONVENED, ROLL CALL – Council Members District 1 Torres-Walker, District 3 Ogorchock, and District 4 Wilson (Mayor Thorpe – Absent). Mayor Pro Tem (District 2) Barbanica continued to preside over the meeting.

COUNCIL MEMBER WILSON REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEM #9 TO BE HEARD BEFORE PUBLIC HEARING ITEM #8; APPROVED 4/0

COUNCIL REGULAR AGENDA

9. TRAFFIC CALMING NEEDS IN THE CITY OF ANTIOCH

Direction provided to staff

Recommended Action: It is recommended that the City Council discuss and direct staff regarding traffic calming needs.

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

- 8.** *UP-22-06 USE PERMIT FOR DELTA VIEW NURSERY 2101 WEST 10TH STREET, SUITE C – THE APPLICANT IS SEEKING USE PERMIT APPROVAL FOR A NEW CANNABIS NURSERY AT 2101 WEST 10TH STREET, SUITE C. THE SUBJECT SITE IS 1.95 ACRES WITH AN EXISTING 25,380 SQUARE FOOT BUILDING BUILT IN 2005. THERE ARE EXISTING DISPENSARY, CULTIVATION, AND MANUFACTURING USES WITHIN THE BUILDING.*

10:30 P.M. MAYOR THORPE ATTENDED THE MEETING VIA ZOOM WEBINAR DURING PUBLIC COMMENTS FOR ITEM #8

Reso No. 2022/170 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving a Use Permit (UP-22-06) for a cannabis nursery at 2101 West 10th Street.

1. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- FALL FEST & BARBEQUE COOK-OFF – OCTOBER 1, 2022
Downtown Antioch's Rivertown, W. 2nd Street, Antioch
- FREE KIDS FISHING DERBY – OCTOBER 8, 2022
Waldie Plaza & Public Fishing Pier (Across from City Hall), 2nd Street, Antioch

2. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- BOARD OF ADMINISTRATIVE APPEALS

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.*

10:53 P.M. MAYOR THORPE, ATTENDING VIA ZOOM WEBINAR, LEFT THE MEETING DURING PUBLIC COMMENTS

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

- 3. PRESENTATION – *Build Antioch 2022 Design Studio***
presented by Earl Hudson, Amethyst Ziemam, and Trish Callo
Postponed to the October 11, 2022 Council Meeting
- 4. CONSENT CALENDAR for City /City Council Members acting as Successor Agency/
Housing Successor to the Antioch Development Agency**
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 9, 2022**
Approved, 4/0
Recommended Action: It is recommended that the City Council approve the Meeting Minutes.
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 23, 2022**
Continued, 4/0
Recommended Action: It is recommended that the City Council continue the Meeting Minutes.
- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 26, 2022**
Continued, 4/0
Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes.
- D. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 13, 2022**
Continued, 4/0
Recommended Action: It is recommended that the City Council continue the Meeting Minutes.
- E. APPROVAL OF COUNCIL WARRANTS**
Approved, 4/0
Recommended Action: It is recommended that the City Council approve the warrants.

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

F. UPDATED CONFLICT OF INTEREST CODE FOR THE CITY OF ANTIOCH AND CITY AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

Recommended Action: It is recommended that:

Reso No. 2022/171 adopted, 4/0

- 1) The City Council adopt a resolution approving the updated Conflict of Interest Code for the City of Antioch and authorizing the City Manager to execute the Biennial Notice.

S.A. Reso No. 2022/38 adopted, 4/0

- 2) The City Council as Successor Agency to the Antioch Development Agency adopt a resolution approving the updated Conflict of Interest Code for the City as Successor Agency to the Antioch Development Agency and authorizing the City Manager to execute the Biennial Notice.

G. SHORT TERM LEASE AGREEMENT WITH RIVERTOWN JAMBOREE FOR TEMPORARY OFFICE SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER

Reso No. 2022/172 adopted, 4/0

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

- 1) Approving a short-term lease agreement between the City of Antioch and Rivertown Jamboree for designated space at the Nick Rodriguez Center; and
- 2) Authorizing the City Manager to execute the Agreement.

H. SHORT TERM LEASE AGREEMENT WITH TODOS UNIDOS FOR TEMPORARY OFFICE SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER

Reso No. 2022/173 adopted, 4/0

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

- 1) Approving a short-term lease agreement between the City of Antioch and Todos Unidos for designated space at the Nick Rodriguez Center; and
- 2) Authorizing the City Manager to execute the Agreement.

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

I. SHORT TERM LEASE AGREEMENT WITH PRISON FROM THE INSIDE OUT FOR TEMPORARY OFFICE SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER

Reso No. 2022/174 adopted, 4/0

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

- 1) Approving a short-term lease agreement between the City of Antioch and Prison From the Inside Out for designated space at the Nick Rodriguez Center; and
- 2) Authorizing the City Manager to execute the Agreement.

J. SHORT TERM LEASE AGREEMENT WITH MISSION POSSIBLE FOR TEMPORARY OFFICE SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER

Reso No. 2022/175 adopted, 4/0

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

- 1) Approving a short-term lease agreement between the City of Antioch and Mission Possible for designated space at the Nick Rodriguez Center; and
- 2) Authorizing the City Manager to execute the Agreement.

K. AUTHORIZATION FOR THE CITY MANAGER TO PURCHASE ADVERTISING WITH NORTHWEST MEDIA PARTNERS FOR THE FACES OF OPPORTUNITY CAMPAIGN FOR AN AMOUNT NOT TO EXCEED \$60,000 FOR FISCAL YEAR 2022/23

Reso No. 2022/176 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to purchase advertising with Northwest Media Partners for the Faces of Opportunity campaign for an amount not to exceed \$60,000 for Fiscal Year 2022/23.

L. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE TRENCHLESS REHABILITATION OF SANITARY SEWER MAIN USING CURED IN PLACE PIPE AT VARIOUS LOCATIONS (P.W. 684-2)

Reso No. 2022/177 adopted, 4/0

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

- 1) Authorizing the City Manager to execute the first amendment to the construction agreement with Southwest Pipeline and Trenchless Corporation for this Project in the amount of \$73,196.59 for a total contract amount of \$1,215,436.59; and
- 2) Accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project.

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

- M.** CONSIDERATION OF BIDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS 2022/23 (P.W. 507-19)

Reso No. 2022/178 adopted, 4/0

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

- 1) Awarding the construction agreement for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 to the lowest, responsive, and responsible bidder, MG and JC Concrete;
- 2) Approving an Agreement with MG and JC Concrete in the amount of \$340,900; and
- 3) Authorizing the City Manager to execute the Agreement with MG and JC Concrete for a total amount of \$340,900.

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

- 6.** PUBLIC HEARING TO REVIEW ACCOMPLISHMENTS FOR FISCAL YEAR 2021-22 CDBG AND HOUSING SUCCESSOR FUNDS REPORTED IN THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER); AND REVIEW OF PRIORITY NEEDS AND STRATEGIES FOR THE 2023-24 CDBG ACTION PLAN

Received

- Recommended Action:
- 1) It is recommended that the City Council receive and consider public comment on the Fiscal Year 2021-22 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 2023-24 Action Plan.

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 Regular Meeting at 12:01 a.m., 4/0



Saturday October 1st, 11am-4pm



Fall Fest & BBQ Cook-Off!



ENJOY THE RIVERTOWN EXPERIENCE

Rivertown

HISTORIC DOWNTOWN ANTIOCH

ANTIQUE SHOPS • RETAIL • RESTAURANTS • SERVICES • EVENTS

TASTY BBQ • BEER
WINE • LIVE MUSIC
VENDORS AND MORE!

Join the Party at Downtown Antioch's Rivertown

Join us for a fun afternoon in Downtown Antioch's Historic Rivertown. Enjoy a family friendly atmosphere with live music, street vendors, drinks, and of course, Great Barbecue!



BBQ Cook-Off Entry Only \$75!

Grand Champion Winner \$500 + Trophy, 1st Place Chicken & Rib Winners \$300 + Trophy, 2nd Place Chicken & Rib Winners \$150, 3rd Place Chicken & Rib Winners \$75 + Trophy



For additional information visit www.CelebrateAntioch.org or to register online as a BBQ Cook-Off competitor visit: <https://form.jotform.com/221936723266157>

FREE

KIDS FISHING DERBY

SATURDAY, OCTOBER 8 | 9AM-12PM

WALDIE PLAZA & PUBLIC FISHING PIER
(ACROSS FROM CITY HALL)

Held in memory of
Antioch resident
"Compy" Compomizzo
who inspired the
mission statement:
"Get kids hooked
on fishing, not drugs
or gangs."

For more information
contact Roger Lund at
(925) 754-3938 or visit
antiochca.gov/recreation



Brought to you by:
California Striped Bass Association,
West Delta Chapter



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 September 30, 2022.** Applications are available at <https://www.antiochca.gov/#>.

- ***SALES TAX CITIZENS' OVERSIGHT COMMITTEE***
- ***BOARD OF ADMINISTRATIVE APPEALS***

Your interest and desire to serve our community is appreciated.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE

(EXTENDED Deadline date: 09/30/2022)

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

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

BOARD OF ADMINISTRATIVE APPEALS
(EXTENDED Deadline date: 09/30/2022)

One (1) Alternate Member, 2-year term vacancy

- Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The alternate member shall serve a term of two years.
- Must be a resident of the City of Antioch.
- The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations.
- Three of the members shall have experience in the building construction trades and/or training in the California Code of Regulations.
- Meetings are held the first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.
- 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.

BOARD OF ADMINISTRATIVE APPEALS

(EXTENDED Deadline date: 09/30/2022)

Two (2) Full-Term vacancies, expiring March 2026

One (1) Partial-Term vacancy, expiring March 2024

- Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The alternate member shall serve a term of two years.
- Must be a resident of the City of Antioch.
- The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations.
- Three of the members shall have experience in the building construction trades and/or training in the California Code of Regulations.
- Meetings are held the first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.
- 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.

BUILD ANTIOCH 2022 DESIGN STUDIO



Welcome



Build Antioch 2022 Design Studio
Antioch City Council Meeting
September 27, 2022

BuildAntioch 2022 Design Studio Team

Interior Design

Amiah Jacobs

Alexis Brooks

Jaelloni Goodwin

Jallicyah Williams

Marcellus Duncan

Cassity O'Kon

Saafir Farrell

Building Exterior & Landscape Design

Amethyst Zieman

Amari Farrell

Ma'zon Gant

A'Nizah Williams

Vincent Perry

Sustainability

Stephanie Smith

Research

Shamy Etherart

Daniel Frise

Ivan Clark

O'Lana Hickman

Project Program & Space Planning

Earl Hudson

Brandon Frise

Chitu Onyeader

Tyler Thomas

A New City Department

Dept. of Public Safety & Resources



Youth Services Network

Unhoused Residents Service

Housing Division and Community Grants

Violence Prevention and Intervention

Environmental Sustainability and Resilience

July 27, 2022

Mayor Thorpe signing a city ordinance for the new city Department, which will be located at 301 W. 10th Street.

**Build Antioch 2022 Design Studio
Antioch City Council Meeting
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Public Safety and Community Resources Ad-Hoc Committee

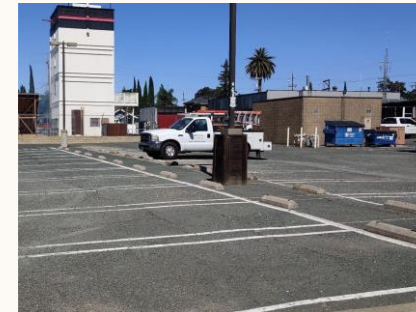
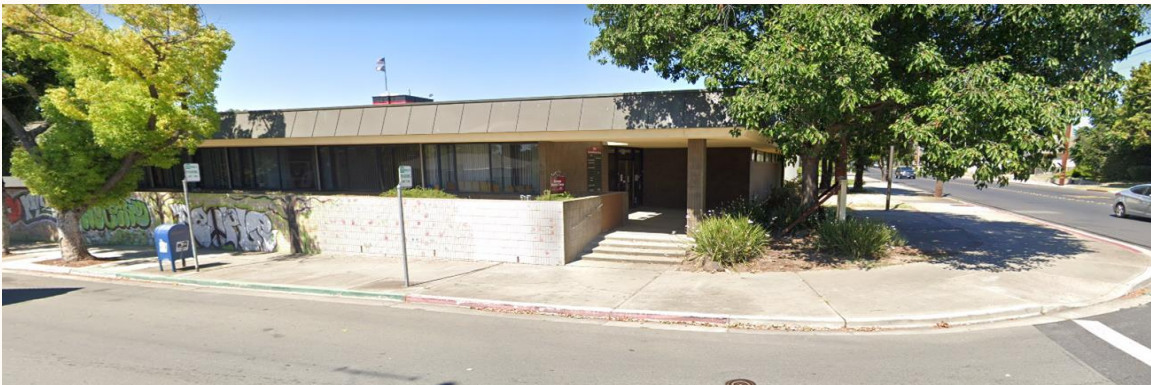
“Public safety is a lot more than policing. It’s about quality of life, environmental justice, youth services, housing. Public safety is about economic dignity, access to jobs, clean water, clean air. And I think being able to have this department be called the Department of Public Safety and Community Resources will also help reorient our community to understand that public safety doesn’t just mean policing.”

- District 1 Councilmember Tamisha Torres-Walker

“I understand the challenges facing our city. It is of vital importance to build a department that utilizes all resources, supports and collaborates to address environmental, economic and social factors that negatively impact our community. This department will diligently work to serve and partner for sustained change.”

- District 4 Councilmember Monica Wilson

Rivertown Resource Center...



**Build Antioch 2022 Design Studio
Antioch City Council Meeting
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Our Big Ideas for This Project



**Creating an Exciting &
Bold Building That
Energizes & Uplifts the
Community**

**Creating a Home for
Antioch's Essential
Services**

**Creating a
Community-centered
&
Community-centric
Building**

**Better Design &
Construction Practice for a
Healthier, More
Sustainable Building &
Environment**

Design Process

RESEARCH & SUSTAINABILITY



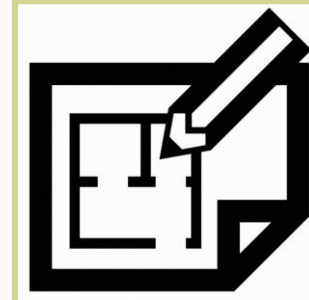
better, smarter,
more efficient,
healthier

LANDSCAPE DESIGN



create a beautiful
and sustainable
landscape

PROJECT PROGRAM & SPACE PLANNING



organize and optimize
the function of the
building

INTERIOR DESIGN



spaces that promote
wellbeing, positivity,
and healthy work and
community spaces



RESEARCH & SUSTAINABILITY

**Build Antioch 2022 Design Studio
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SUSTAINABILITY

The ability to be maintained at a certain rate or level.

“The sustainability of economic growth”

- Avoidance of the depletion of natural resources in order to maintain an ecological balance.

“The pursuit of global environmental sustainability”

The goal of the Research & Sustainability team is to not only incorporate this mindset into the building and design concepts; but to create a space where the community can actively implement these practices into our daily lives.

3 Pillars



SUSTAINABILITY

**Build Antioch 2022 Design Studio
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RESILIENCE

1. The capacity to recover quickly from difficulties; toughness
2. The ability of a substance or an object to spring back into shape; elasticity

advancing despite adversity



Design Strategies:

**Better, Cleaner, and
More Efficient Energy Use**

Passive Design

“**Passive systems** are structures whose design, placement, or materials optimize the use of heat or light directly from the Sun.”

- Environmental and Energy Study Institute (EESI)



← Increase Windows for more Natural Light & Better Ventilation, Daylighting, and Natural Ventilation



Continuous Insulation



Louvers, Grilles, and Shades



Green Roofs and Walls

Benefits

- Beautiful aesthetic
- Improved air quality
- Reduced energy costs
- Noise reduction
- Increased biodiversity
- Healthier people



Active Design

“**Active systems** have devices to convert the sun’s energy into a more usable form, such as hot water or electricity.”

- Environmental and Energy Study Institute (EESI)



**Build Antioch 2022 Design Studio
Antioch City Council Meeting
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Ways we can support these concepts



LEED Certification

Leadership in Energy & Environmental Design

Required by California since 2004

Administered by the U.S. Green Building Council



Partnering with Compost & Recycling Programs

Receive a waste management plan through the city

Work with SCOCO

Youth network: Sustainable Leaders in Action



Staff training & representation/ signage

Encourage engagement, growth, & development within the workplace

Create an inspiring structure that will bring (+) changes

Teach staff how to properly dispose different types of waste

PROJECT PROGRAM AND SPACE PLANNING

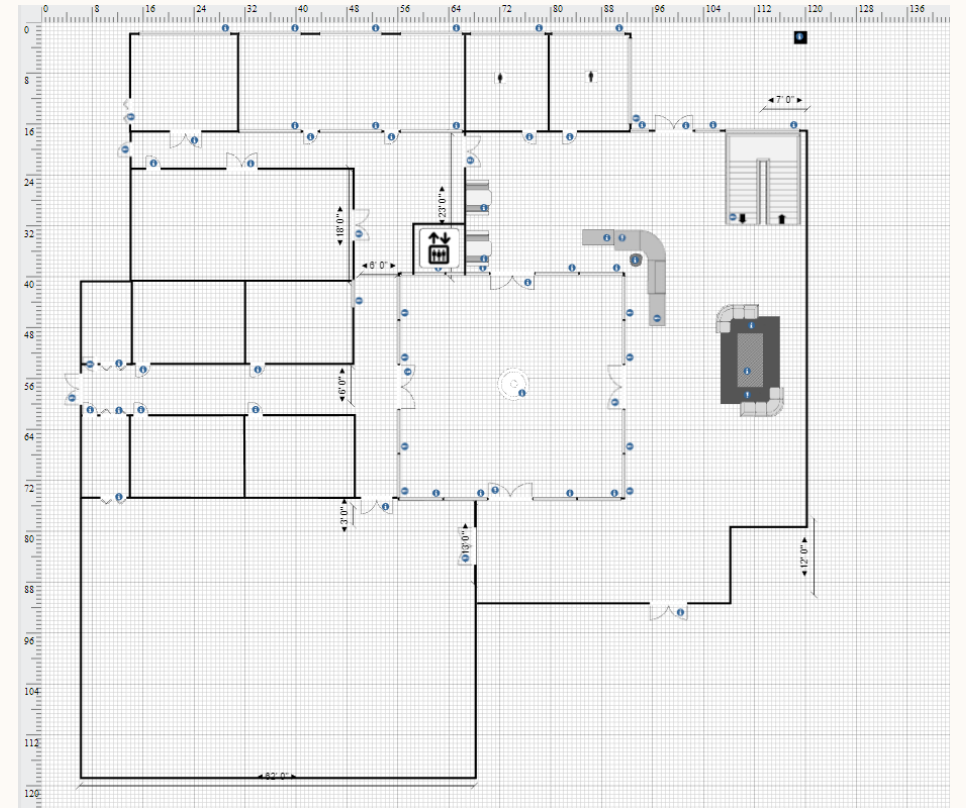
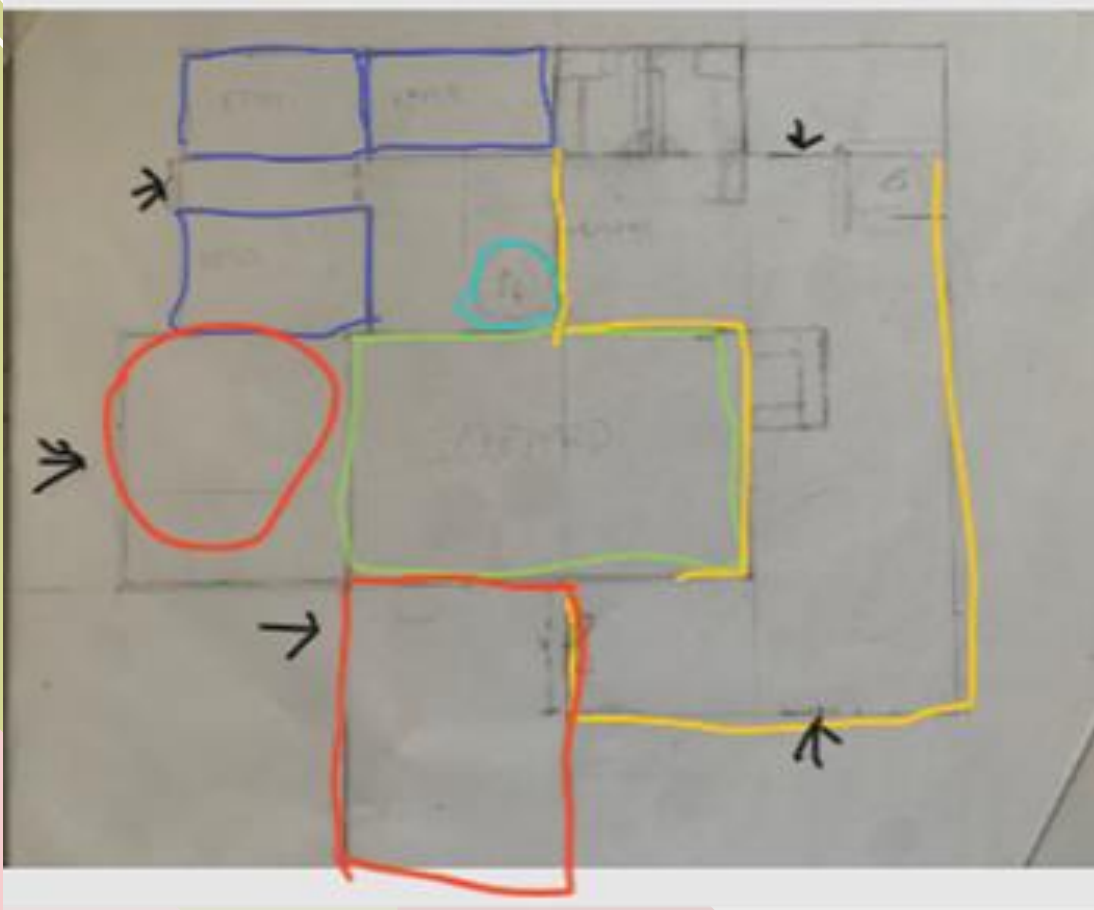
Create a Contemporary Look

Bringing More Natural Light into the Building

Open & Welcoming When People Enter the Building

Flexibility for After-hours Use

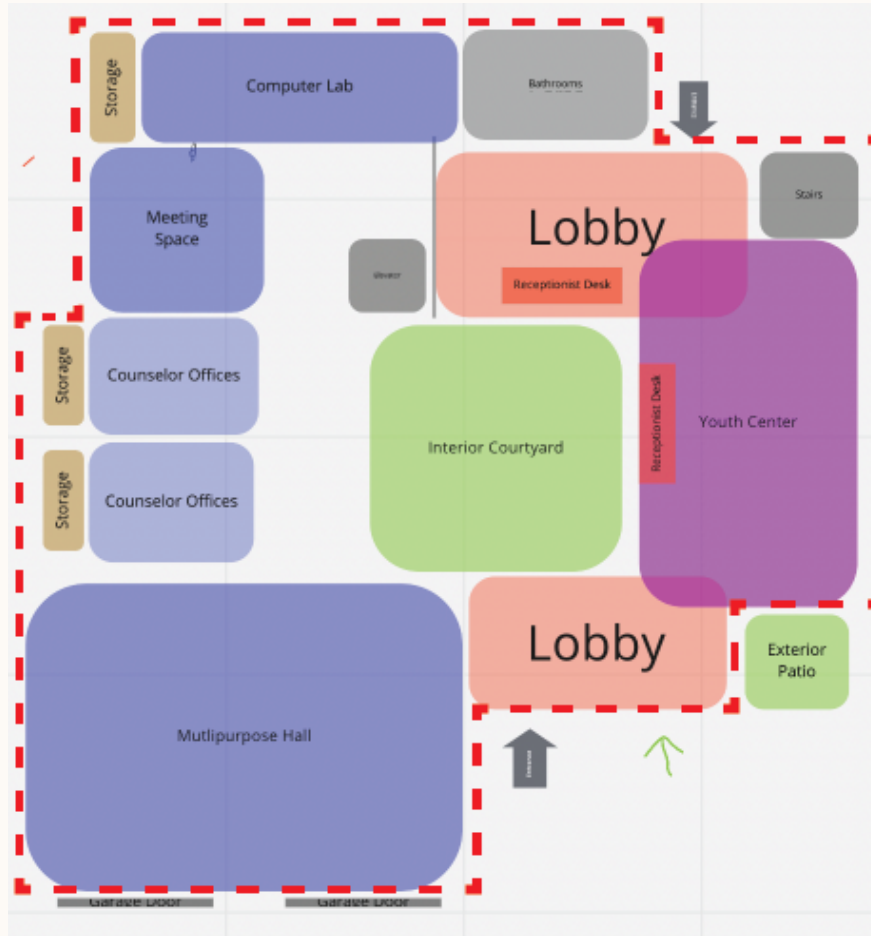
What Do We Mean By Space Planning?



**Build Antioch 2022 Design Studio
Antioch City Council Meeting
September 27, 2022**

Space Planning Diagrams

- **Central Courtyard**
- **Natural Light**
- **Multi-use open spaces**
- **Outdoor 2nd Floor terraces for Staff Use**

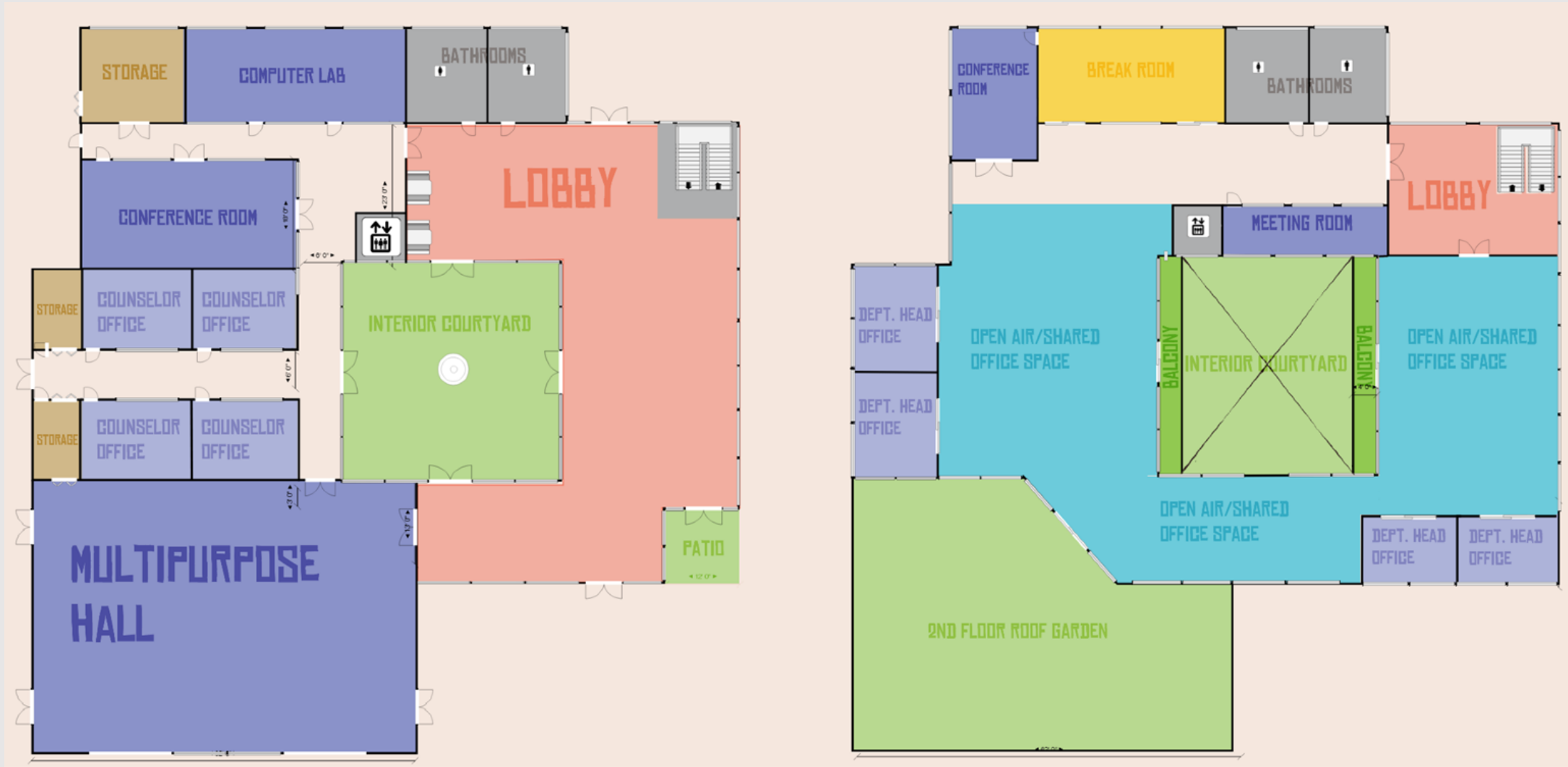


Ground Floor



2nd Floor

Floor Plan



3D Rendering of Proposed Newly Renovated Building



Exterior of New Dept of Public safety & Resource
Main Entrance D St & W 10th St

INTERIOR DESIGN



Create a spaces where people can have fun as a community



Create a beautiful, low-maintenance, and sustainable garden where local flora & fauna can thrive



Space for community events & get-togethers



Space to get outside & be active



LANDSCAPE DESIGN



**Build Antioch 2022 Design Studio
Antioch City Council Meeting
September 27, 2022**

LANDSCAPE DESIGN



Scheme B

**Build Antioch 2022 Design Studio
Antioch City Council Meeting
September 27, 2022**

LANDSCAPE DESIGN



**Build Antioch 2022 Design Studio
Antioch City Council Meeting
September 27, 2022**

LANDSCAPING DESIGN

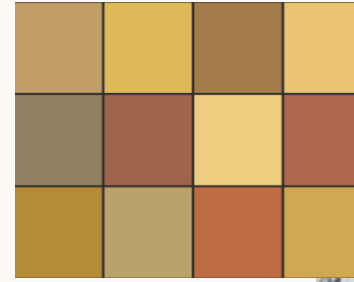


**Build Antioch 2022 Design Studio
Antioch City Council Meeting
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BUILDING EXTERIOR



Improved signage & wayfinding to uplift the building identity and be easier for community to access



Brighter, warmer colors & public art to showcase local artists and Antioch history



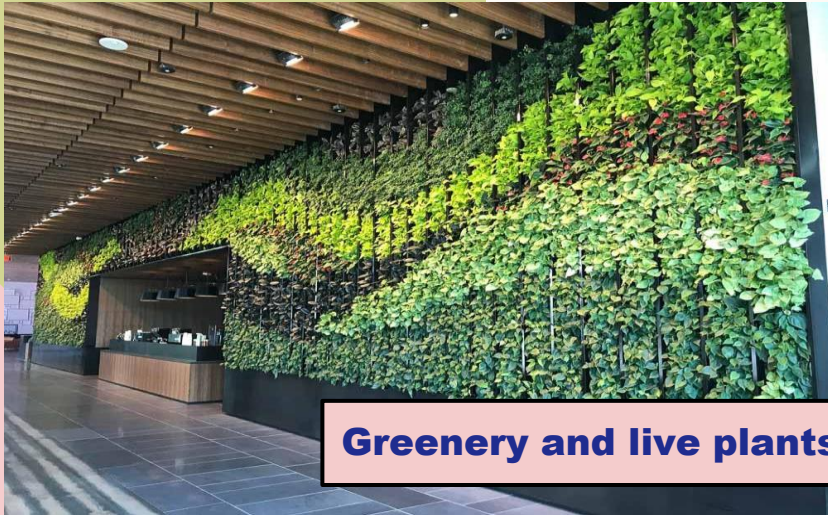
Larger windows to allow for more natural light

INTERIOR DESIGN

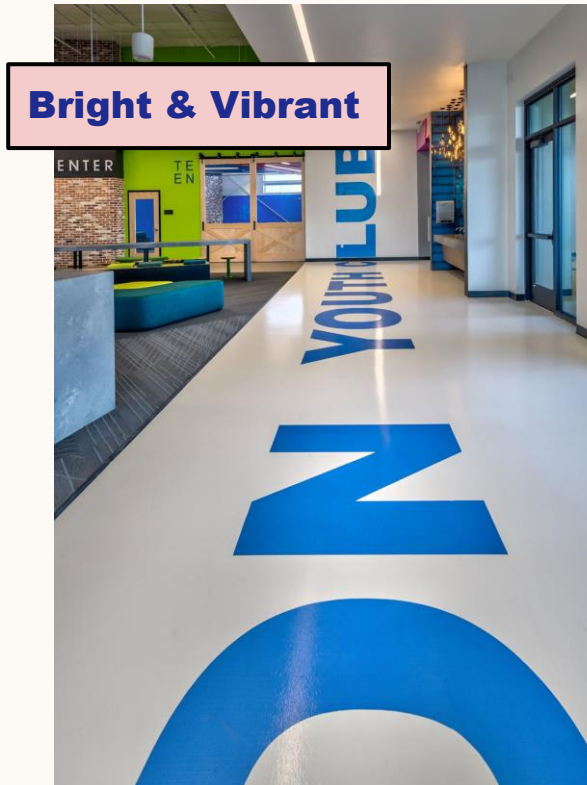
Our design will stand with pride & comfort for the Antioch community. It will bring more joy than tears. Our design is important for a lot of reasons and being a resource for the community will be one of many.



Safe spaces for all age groups



Greenery and live plants



Bright & Vibrant



Conference rooms

**Build Antioch 2022 Design Studio
Antioch City Council Meeting
September 27, 2022**

INTERIOR DESIGN

Our Audience

Community Resources



From hosting events and conference room bookings to posting available jobs in the area. Every community department has a home here.

Staff



Comfortable and flexible workspaces to encourage productivity. Employees can expect their workstations to be as exciting as the building they live in.

Youth



Spaces where youth can meet & find the support & the tools to aim for bigger and brighter futures.

Administration & Staff

After:

- Multiple areas for working and relaxing.
- Conference and meeting rooms of various sizes.
- A few privacy pods for phone calls, one-on-one's, etc.
- Workspaces are more open and inviting.
- Maintaining the natural greenery part of the aesthetic.



**Build Antioch 2022 Design Studio
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This new building will provide access to these resources.

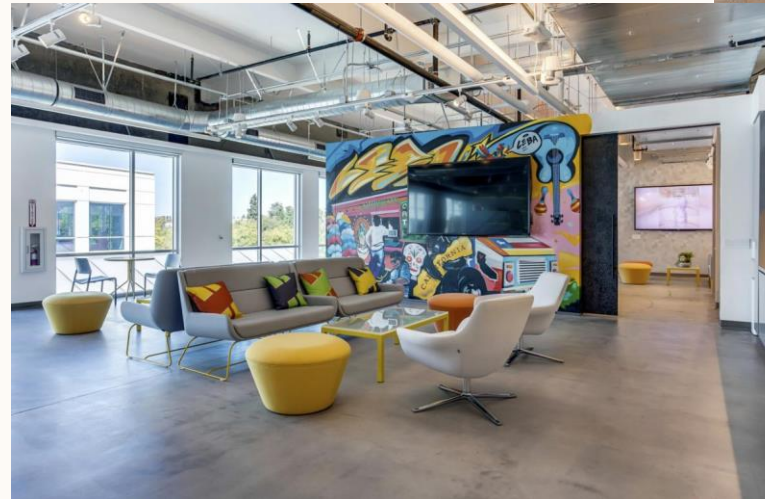
Spaces/Materials available:

- Meeting Rooms
- Large Conference Hall
- Youth Center/Kid's Corner
- Kiosks and Directories



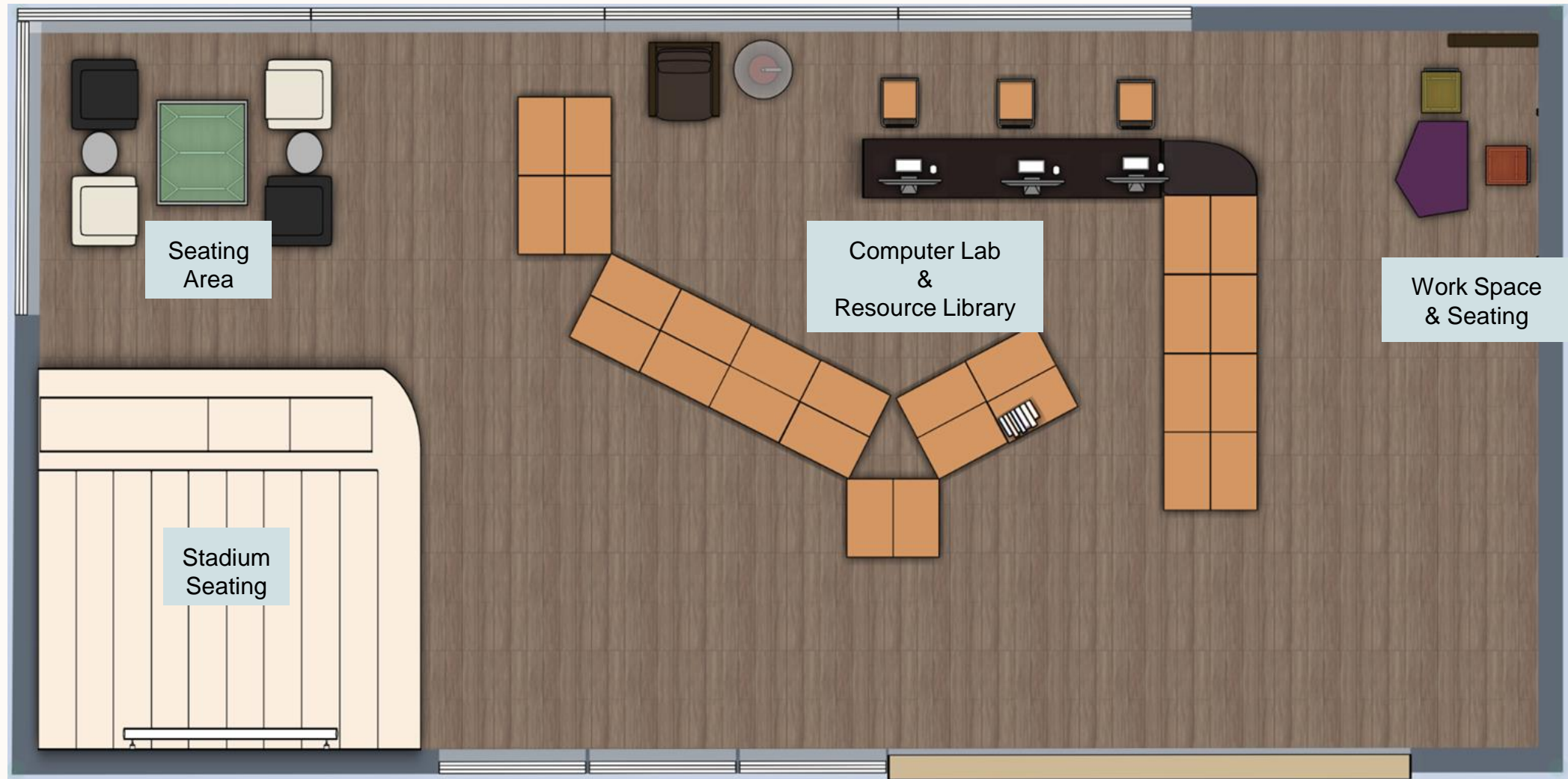
Youth Center

- **Variety in workspace styles, bar stools, bean bag-like chairs, raised floors**
- **Computer lab in the same space? (either against a wall or more 360 view)**
- **Bright striking colors**
- **Mix of hard and soft shapes**

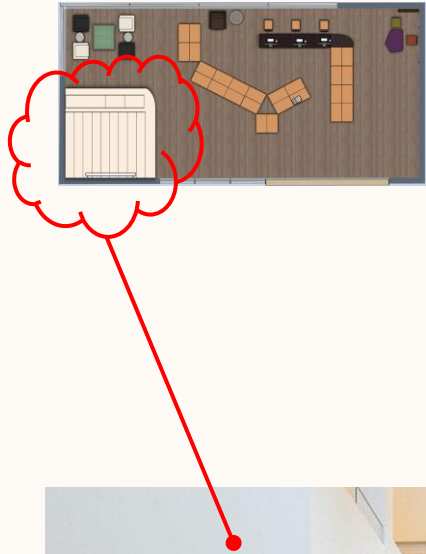


Youth Center

Floor Plan



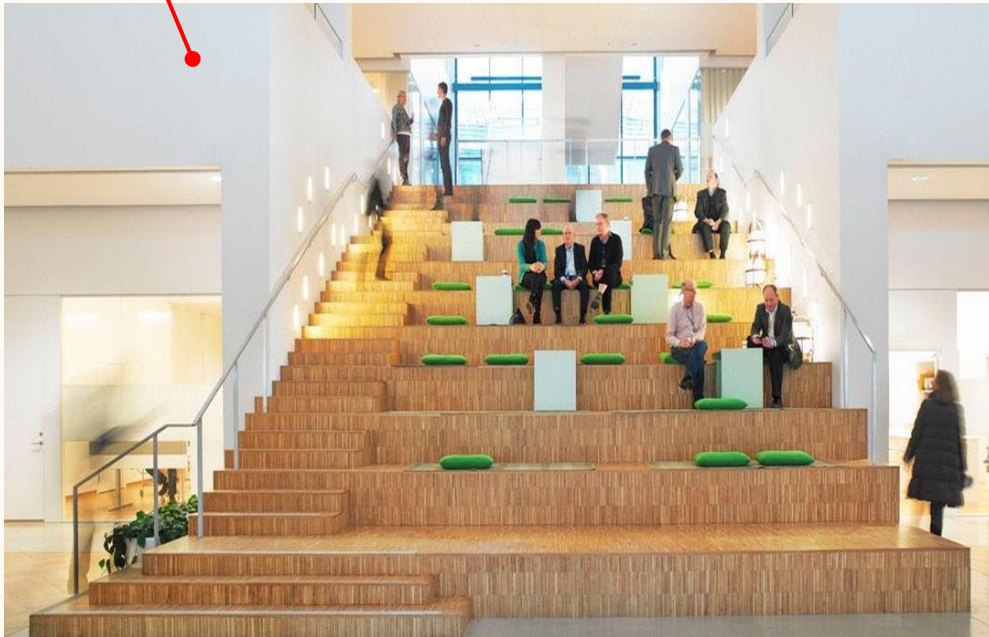
Youth Center



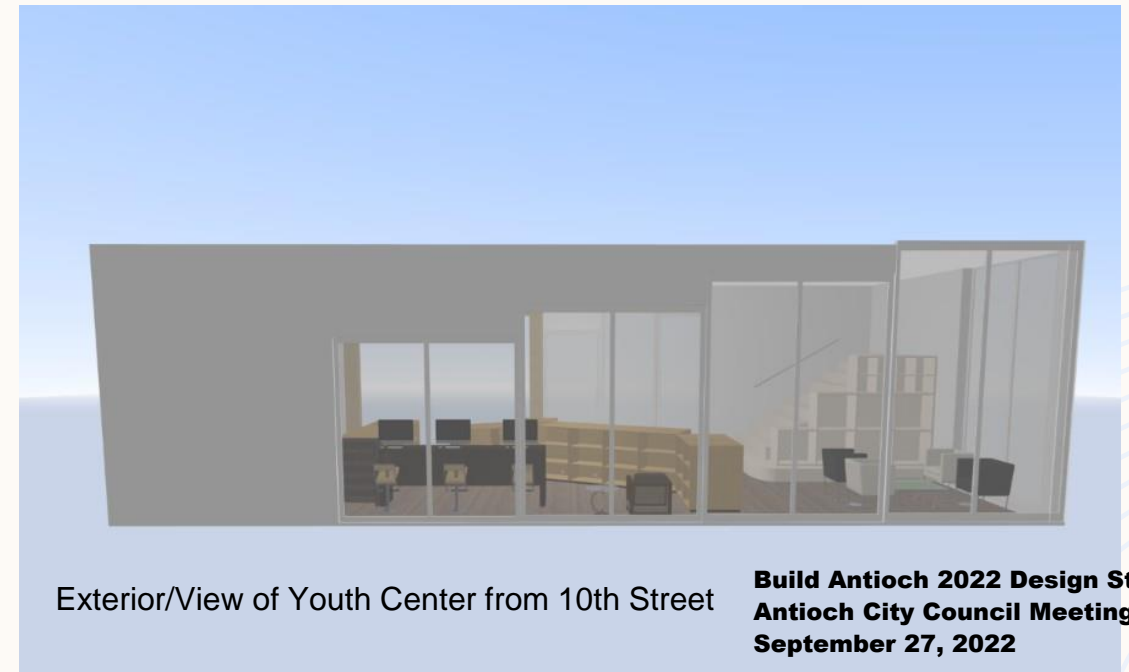
Interior/View Into Youth Center from Lobby



Interior/View of Youth Center
Computer Lab & Resource



Example of Stadium Seating for Youth Center



Exterior/View of Youth Center from 10th Street

**Build Antioch 2022 Design Studio
Antioch City Council Meeting
September 27, 2022**

THANK YOU

CITY OF ANTIOCH



SESQUICENTENNIAL • 1872-2022

**Build Antioch 2022 Design Studio
Antioch City Council Meeting
September 27, 2022**



Acknowledgements

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Antioch City Council Meeting
September 27, 2022**

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

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

**August 9, 2022
Council Chambers**

6:30 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Ana Cortez, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Public Works Association and Antioch Police Sworn Management Association.

ADJOURN TO CLOSED SESSION

Mayor Thorpe adjourned to Closed Session at 6:32 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:00 P.M., and City Clerk Householder called the roll.

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

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

1. INTRODUCTION OF NEW CITY EMPLOYEES

Assistant City Manager Bayon Moore introduced Tasha Johnson, Public Safety and Community Resources Director and Ana Cortez, Human Resources Director who thanked Assistant City Manager Bayon Moore for the introduction and stated they looked forward to serving the City.

Public Safety and Community Resources Director Johnson introduced Jazmin Ridley, Unhoused Resident Coordinator who thanked Public Safety and Community Resources Director Johnson for the introduction and stated she looked forward to serving the City.

Interim Police Chief Ford introduced Costantine Kawalya, Joshua Riosbaas and Jacob King, Police Officers, Alexis Mata, Animal Services Technician and Kelly Beverly, Doctor of Veterinary Medicine, who thanked Interim Police Chief Ford for the introduction and stated they looked forward to serving the City.

Human Resources Director Cortez introduced Nassier Kaddoura, Administrative Assistant I and Nikki Ausk, Human Resources Analyst who thanked Human Resources Director Cortez for the introduction and stated they looked forward to serving the City.

Director of Public Works/City Engineer Samuelson introduced Dylan Armas, Ronald Heiny, Michael Rhodes, Daniel Rivera, Richardo Romero Garcia, General Laborers, Corey Johnson, Instrument Technician and Diana Rodriguez, Administrative Assistant I who thanked Director of Public Works/City Engineer Samuelson for the introduction and stated they looked forward to serving the City.

Mayor Thorpe thanked the Department Heads for hiring quality employees. He also thanked the new and newly promoted employees for serving the City of Antioch.

Councilmember Barbanica welcomed the employees and recognized Human Resources for onboarding the new employees.

ON MOTION BY COUNCILMEMBER OGORCHOCK, SECONDED BY COUNCILMEMBER BARBANICA, THE CITY COUNCIL MEMBERS PRESENT UNANIMOUSLY SUSPENDED THE RULES AND MOVED THE REGULAR AGENDA ITEM #8, TO BE HEARD AFTER ITEM #2 PROCLAMATION. THE MOTION CARRIED THE FOLLOWING VOTE:

AYES: OGORCHOCK, BARBANICA, THORPE

ABSENT: TORRES-WALKER, WILSON

2. PROCLAMATION

Iglesia Ni Cristo Day, July 27, 2022

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council members present unanimously approved the proclamation.

Mayor Thorpe announced the proclamation would be presented to Iglesia Ni Cristo at their event.

COUNCIL REGULAR AGENDA

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

Interim Police Chief Ford requested Council continue this item to allow staff additional time to provide a more comprehensive report.

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock, the City Council members present unanimously tabled Item 8.

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- Multicultural Festival, Waldie Plaza – August 20, 2022

Director of Parks and Recreation Helfenberger announced the civic and community event.

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- Sales Tax Citizens' Oversight Committee
- Board of Administrative Appeals

City Clerk Householder announced the Board and Commission openings.

PUBLIC COMMENTS

Shelly Hearne, Tom Lamothe and Gary Welch expressed concern regarding reckless driving and accidents that occurred on 10th Street. They requested the City Council address this issue by providing traffic calming measures such as radar trailers and increased police enforcement.

Leslie May requested the City seek grant funding for unhoused mental health facilities. She agreed with the previous speakers regarding their concerns on 10th Street and noted she would be following up with her concerns regarding West 9th Street. She spoke in support of reparations for black African Americans.

Frank Sterling agreed with the residents who spoke about 10th Street and expressed concern regarding the leadership of the Antioch Police Officers Association (APOA).

Andrew Becker agreed with previous speakers concerns regarding traffic on 10th Street and the leadership of the APOA. He commended Confire for their efforts to extinguish a fire on Deer Valley Road and questioned the city's street, park and trail maintenance efforts.

Patricia Granados spoke in support of the unhoused community receiving housing. She expressed concern for the leadership of the APOA. She discussed the diversity of residents in Antioch.

Public comment submitted in writing was entered into the record from the following individual: Jessica Trizuto.

Mayor Thorpe reported that the cause of the fire on Deer Valley Blvd. was suspected arson and the suspect had been arrested.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS – None

MAYOR'S COMMENTS – None

5. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
- A. **APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 28, 2022**
- B. **APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 26, 2022**
- C. **APPROVAL OF COUNCIL WARRANTS**
- D. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
- E. **RESOLUTION NO. 2022/134 LOCAL ROADWAY SAFETY PLAN (P.W. 282-20)**
- F. **RESOLUTION NO. 2022/135 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE ANTIOCH RIVERTOWN GATEWAY SIGN (P.W. 679-2)**
- G. **RESOLUTION NO. 2022/136 CONSIDERATION OF BIDS FOR LANDSCAPE SERVICES: FOUR (4) PERSON LANDSCAPE ENHANCEMENT CREW BID NO. 988-0713-22B AND AWARD**
- H. **RESOLUTION NO. 2022/137 TO ACCEPT THE CONVEYANCE AND ASSIGNMENT OF PROPERTY RIGHTS FOR THE LINDSEY BASIN FINALIZATION TASKS AND RIGHT OF WAY TRANSFER PROJECT**

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

Item E – At the request of Councilmember Ogorchock, Director of Public Works/City Engineer Samuelson presented the staff report dated August 9, 2022, recommending the City Council adopt a resolution approving and adopting the Local Roadway Safety Plan.

Councilmember Ogorchock suggested light up crosswalks, radar trailers and decoy cars be considered for areas where a high number of fatal and severe injury accidents had occurred.

Director of Public Works/City Engineer Samuelson reported staff would be developing a partnership with the APD to address streets with speeding concerns. He noted they would also be meeting with principals to get their feedback on traffic measures that could be implemented to improve safety near school sites.

Councilmember Ogorchock spoke in support of increasing proactive details and adding more personnel to the APD Traffic Division.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council members present unanimously approved Item E.

PUBLIC HEARING

6. RESOLUTION ANNEXING CERTAIN PARCELS OF PROMENADE ANTIOCH, LP/TRI POINTE HOLDINGS, INC., INTO COMMUNITY FACILITIES DISTRICTS (CFD) NO. 2022-01 (PUBLIC SERVICES)

Director of Public Works/City Engineer Samuelson presented the staff report dated August 9, 2022, recommending the City Council adopt the resolution annexing certain parcels of Promenade Antioch, LP/Tri Pointe Holdings, Inc., into Community Facilities Districts (CFD) No. 2022-01 (Public Services).

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

RESOLUTION NO. 2022/138

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council members present unanimously adopted the resolution annexing certain parcels of Promenade Antioch, LP/Tri Pointe Holdings, Inc., into Community Facilities Districts (CFD) No. 2022-01 (Public Services).

COUNCIL REGULAR AGENDA – Continued

7. UNHOUSED RESIDENT SERVICES – KEY FEATURES AND STRUCTURE FOR CITY’S FUTURE APPLICATION TO ROUND 3 OF THE CALIFORNIA DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT HOMEKEY PROGRAM

Assistant City Manager Bayon Moore presented the staff report dated August 9, 2022, recommending the City Council adopt the resolution authorizing the City to commit \$6M in funds by funding source and identify available City owned parcels for interim and/or permanent supportive housing opportunities for Antioch’s unsheltered residents.

Lindsay Amezcua yielded her time to Andrew Becker.

Andrew Becker, Leslie May, Frank Sterling, Patricia Granados and Edgar Martinez spoke in support of the City Council adopting the resolution. Ms. May suggested the City also consider developing facilities on land adjacent to APD for those experiencing mental illness.

Councilmember Ogorchock spoke in support of building homes for Veterans, Seniors and the unhoused. She announced the State would be coming forward with additional funding opportunities to address these issues.

In response to Councilmember Barbanica, Assistant City Manager Bayon Moore explained the intention would be to identify a financial commitment that would signal to the development community that the City was supportive of this effort. She stated that depending on the type of projects that moved forward, \$6M would be the cap and the timing for the release of those funds would depend on the structure of the proposals.

Councilmember Barbanica commented that Council had allocated a significant amount of money for the establishment of the Public Safety and Community Resources Department, the Executive Inn project, and their commitment to Motel 6. He expressed concern that they had not funded the Emergency Operations Center (EOC) or Prewett Park pool improvements, which were public safety issues. He suggested lowering the City's commitment for this project to \$2M.

Assistant City Manager Bayon Moore stated internally they had established a figure that they could defend, and it was brought forward after considering other projects that had benefited from Homekey.

Councilmember Barbanica reiterated that Council had voted down funding the EOC and Prewett pool improvements with ARPA funds. He stated he could not support a \$6M commitment for this item given the projects Council had previously approved to address homelessness.

Councilmember Ogorchock agreed with Councilmember Barbanica regarding the importance of funding the City's public safety items and lowering the City's commitment to \$2M in ARPA funds. She suggested adding "L" Street parcels for Interim and/or permanent supportive housing opportunities.

Mayor Thorpe responded that there had been a proposal for the "L" Street parcels to become Veteran's Park, and that item would be coming back to Council for consideration.

Jeree Glasser-Hedrick, Focus Strategies, explained the City's investment could help leverage resources at the State level and if the City decreased their commitment, the State would also decrease theirs, which would result in a double negative effect on a project. She stated if the votes were present to approve the developer outreach at the \$2M figure, she would recommend pursuing the effort, identifying those interested and evaluating proposals. She noted that their desire was to try to yield a unit count consistent with the Executive Inn project. She commented that Focus Strategies still supported the \$6M figure which they believed would result in better proposals coming forward; however, they did not want to impede the approval process. She noted it was likely developers would request more funding which could be approved at a later date.

RESOLUTION NO. 2022/139

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council members present unanimously adopted the resolution authorizing the City to commit \$2M in American Rescue Plan Act (ARPA) funds by funding source and identify available City

owned parcels for interim and/or permanent supportive housing opportunities for Antioch's unsheltered residents.

PUBLIC COMMENT

Frank Sterling reiterated his concerns regarding the leadership of the APOA and several APD officers.

Patricia Granados suggested the Department of Justice audit the APD and those associated with lives lost. She expressed concern for those who supported the MAGA movement and stated Black Lives Matter.

Andrew Becker thanked Council for their hard work. He expressed concern regarding the Laurel Road exit, and suggested signage and temporary bollards be placed in the area.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Ogorchock requested the following items be agendized:

- Update on ARPA funding
- Consideration of lighting the pedestrian crossing on James Donlon Blvd.
- Update on park permitting fees
- Consideration of a free community event at Prewett Water Park sponsored by the APD for children especially those living in group homes

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council members present unanimously adjourned the meeting at 9:02 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Meeting Minutes of August 23, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of August 23, 2022, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Special Meeting Minutes of August 26, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of August 26, 2022, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Meeting Minutes of September 13, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of September 13, 2022, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
SEPT. 1 - SEPT. 14, 2022
FUND/CHECK #

100 General Fund

Non Departmental

00402384	COLONIAL LIFE	INSURANCE PREMIUM	597.98
00402390	CONTRA COSTA COUNTY	PAYROLL	50.00
00402394	COURT ORDERED DEBT COLLECTIONS	PAYROLL	230.10
00402395	COURT ORDERED DEBT COLLECTIONS	PAYROLL	260.24
00402418	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	275.00
00402421	LIFE INSURANCE COMPANY	PAYROLL	4,310.23
00402424	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,033.00
00402430	PARS	PAYROLL	6,772.09
00402441	STATE OF CALIFORNIA	PAYROLL	50.00
00402442	STATE OF CALIFORNIA	PAYROLL	329.31
00402443	STATE OF CALIFORNIA	PAYROLL	75.00
00402445	SUNRUN INSTALLATION SERVICES INC	DEPOSIT REFUND	29.71
00402446	SUNRUN INSTALLATION SERVICES INC	DEPOSIT REFUND	2.53
00402449	US DEPARTMENT OF THE TREASURY	PAYROLL	435.00
00402536	KUUBIX GLOBAL LLC	DEPOSIT REFUND	33.18
00943518	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	39,470.15
00943523	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	7,695.44
00943524	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,336.63

City Council

00402368	BAGEL STREET CAFE	CLOSED SESSION MEALS	581.22
00402392	COSTCO	SUPPLIES	119.28
00402419	LEAGUE OF CALIF CITIES	MEETING FEE	50.00
00402475	BAGEL STREET CAFE	CLOSED SESSION MEALS	146.36
00402479	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,329.99

City Attorney

00402373	BERTRAND FOX & ELLIOT	LEGAL SERVICES	2,178.00
00402374	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	8,416.30
00402382	COLE HUBER LLP	LEGAL SERVICES	2,103.17
00402413	HANSON BRIDGETT LLP	LEGAL SERVICES	23,882.45
00402418	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	4,562.50

City Manager

00402406	FOODIE CREW, THE	EMPLOYEE LUNCHEON	6,900.00
00402452	VOLER STRATEGIC ADVISORS INC	PROFESSIONAL SERVICES	8,000.00
00402479	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,100.00
00402480	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	343.12
00402556	OFFICE DEPOT INC	SUPPLIES	939.97
00402567	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	442.10

City Clerk

00402479	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	916.63
00402529	INTERNATIONAL CONTACT INC	INTERPRETATION SERVICES	1,182.63

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF SEPT. 1 - SEPT. 14, 2022 FUND/CHECK

City Treasurer

00402542	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	485.46
00943519	PFM ASSET MANAGEMENT LLC	CONSULTING SERVICES	11,341.89

Human Resources

00402368	BAGEL STREET CAFE	EMPLOYEE RECOGNITION EVENT	1,359.91
00402556	OFFICE DEPOT INC	SUPPLIES	501.88

Economic Development

00402478	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	769.30
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Finance Accounting

00402378	CALIF MUNICIPAL STATISTICS INC	FY22 DEBT STMT	480.00
00402556	OFFICE DEPOT INC	SUPPLIES	34.01

Finance Operations

00402360	ACCONTEMPS	TEMP SERVICES	1,424.40
00402459	ACCONTEMPS	TEMP SERVICES	1,139.52
00402556	OFFICE DEPOT INC	SUPPLIES	124.42
00402585	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00

Non Departmental

00402369	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	174.76
00402432	QUADIENT LEASING USA INC	POSTAGE	2,010.58
00402453	WAGeworks	ADMIN FEE	356.00

Public Works Street Maintenance

00402364	ANTIOCH BUILDING MATERIALS	SUPPLIES	48,509.84
00402387	CONSTRUCTION ZONE LLC, THE	SUPPLIES	592.65
00402402	EAST BAY WORK WEAR	SAFETY SHOES	300.00
00402422	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	141.28
00402429	PACIFIC NORTHWEST OIL	FINANCE CHARGE	143.13
00402447	SYAR INDUSTRIES INC	SUPPLIES	506.37
00402472	ANTIOCH ACE HARDWARE	SUPPLIES	31.76
00402489	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00402496	CONSTRUCTION ZONE LLC, THE	SUPPLIES	3,220.07
00402513	EAST BAY WELDING SUPPLY	SUPPLIES	71.36
00402530	INTERSTATE SALES	SUPPLIES	8,436.76
00402541	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	41.12
00402545	MANERI SIGN COMPANY	SIGNAGE	5,639.52
00402595	ZUMAR INDUSTRIES INC	SUPPLIES	21,213.99
00943515	FREDS WELDING	TOOL REPAIR	115.00
00943532	GRAINGER INC	SUPPLIES	193.60
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00943540	RED WING SHOE STORE	SAFETY SHOES	293.58

Public Works-Signal/Street Lights

00402503	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	21,351.62
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Public Works-Facilities Maintenance

00402370	BAY ALARM COMPANY	ALARM EQUIPMENT	6,778.36
00402381	CLASSY GLASS TINTING	PROFESSIONAL SERVICES	2,576.00

Finance Accounting

Prepared by: Michele Milo
9/21/2022

September 27, 2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
SEPT. 1 - SEPT. 14, 2022
FUND/CHECK #

00402414	HOME DEPOT, THE	SUPPLIES	425.56
00402431	PEPPER INVESTMENTS INC	PEST CONTROL	760.00
00402436	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	621.50
00402509	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE	320.00
00402556	OFFICE DEPOT INC	SUPPLIES	160.05
00402561	PEPPER INVESTMENTS INC	PEST CONTROL	250.00
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	6,062.50
Public Works-Parks Maint			
00402444	STEWARTS TREE SERVICE INC	TREE SERVICE	3,262.50
00402456	WATERSAVERS IRRIGATION	SUPPLIES	764.23
00402569	RJ THOMAS MANUFACTURING COMPANY	SUPPLIES	40.95
00402571	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	947.65
00402593	WATERSAVERS IRRIGATION	IRRIGATION REPAIRS	618.46
00943516	GRAINGER INC	SUPPLIES	88.01
00943541	SITEONE LANDSCAPE SUPPLY	DEERFIELD PARK IRRIGATION	17,869.73
Public Works-Median/General Land			
00402361	ALTA FENCE	FENCE REPAIR	1,055.00
00402456	WATERSAVERS IRRIGATION	SUPPLIES	2,279.85
00402485	BPX PRINTING AND GRAPHICS	PRINTING SERVICES	150.00
00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,881.36
00402593	WATERSAVERS IRRIGATION	IRRIGATION SUPPLIES	395.34
00943522	SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	4,545.67
PW-Work Alternative-Strt Maint			
00402489	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
Police Administration			
00402389	CONTRA COSTA COUNTY	RANGE FEES	390.00
00402407	GALLS LLC	UNIFORMS	183.64
00402408	GLOCK PROFESSIONAL INC	TRAINING	250.00
00402409	GLOCK PROFESSIONAL INC	TRAINING	250.00
00402410	GLOCK PROFESSIONAL INC	TRAINING	250.00
00402411	GLOCK PROFESSIONAL INC	TRAINING	250.00
00402412	GLOCK PROFESSIONAL INC	TRAINING	250.00
00402426	OFFICE DEPOT INC	SUPPLIES	793.00
00402433	REACH PROJECT INC	PROFESSIONAL SERVICES	17,083.00
00402437	SDRTC	TRAINING	950.00
00402438	SDRTC	TRAINING	950.00
00402439	SDRTC	TRAINING	950.00
00402451	VICTORY TACTICAL GEAR	SUPPLIES	2,917.35
00402457	WHITAKER II, WILLIAM	PER DIEM	222.00
00402464	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	425.00
00402465	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	425.00
00402466	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	425.00
00402467	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	335.00
00402468	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	335.00

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00402473	AT AND T MOBILITY	CELL PHONES	7,125.95
00402482	BECERRA, ARTURO MODESTO	PER DIEM	207.00
00402483	BLEDSON, LOREN M	MEAL ALLOWANCE	115.00
00402487	BROGDON, CASEY AMON	PER DIEM	647.00
00402500	CRANDELL, ASHLEY MARIE	PER DIEM	138.00
00402501	CSI FORENSIC SUPPLY LLC	SUPPLIES	1,091.20
00402505	DESIDERIO, JAMES	MEAL ALLOWANCE	34.50
00402507	DONOHUE, AMANDA SUSANNE	PER DIEM	370.00
00402510	DUFF, RYAN JAMES	EXPENSE REIMBURSEMENT	865.89
00402511	DUFFY, ADAM JAMES	EXPENSE REIMBURSEMENT	150.95
00402512	EAN SERVICES LLC	RENTAL VEHICLE	740.20
00402514	EVANS, JOSHUA FIELD	MEAL ALLOWANCE	115.00
00402515	FACHNER, DANIEL E	PER DIEM	148.00
00402517	FARO TECHNOLOGIES INC	TRAINING	7,367.80
00402521	FORD, STEVEN ALLEN	PER DIEM	207.00
00402522	GALLS LLC	VESTS	80.53
00402523	GLOCK PROFESSIONAL INC	TRAINING	250.00
00402528	IBANEZ, ROBERT G.	PER DIEM	207.00
00402532	JEONG, JISEOK	PER DIEM	320.00
00402533	KIM TURNER LLC	TRAINING	149.00
00402537	LC ACTION POLICE SUPPLY	SUPPLIES	3,359.95
00402539	LEXISNEXIS	MONTHLY SUBSCRIPTION	252.50
00402543	LOS ANGELES COUNTY	TRAINING	1,510.00
00402544	LOWTHER, GARY M	PER DIEM	222.00
00402547	MARCOTTE, BROCK A	PER DIEM	148.00
00402549	MILNER, BRAYTON THOMAS	PER DIEM	370.00
00402551	MORRIS, GEOFFREY S	MEAL ALLOWANCE	34.50
00402553	NILSEN, ERIK ROBERT	PER DIEM	148.00
00402555	NUTT, MATTHEW WARREN	PER DIEM	345.00
00402556	OFFICE DEPOT INC	SUPPLIES	714.18
00402560	PALMA, KRISTIAN	PER DIEM	429.00
00402562	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	34.50
00402563	PMW ASSOCIATES, INC	TRAINING	525.00
00402573	SAFESTORE INC	EVIDENCE STORAGE	3,825.29
00402574	SCHNITZIUS, TREVOR W	PER DIEM	222.00
00402575	SMITH, THOMAS S	PER DIEM	370.00
00402578	SOUZA MELLONE, MICHAEL C	PER DIEM	222.00
00402580	STATE OF CALIFORNIA	PRE-EMPLOYMENT	243.00
00402589	VIGIL JR, JOSEPH	PER DIEM	222.00
00943516	GRAINGER INC	SUPPLIES	411.64
00943527	CANON FINANCIAL SERVICES	COPIER LEASE	1,915.55
00943539	MOBILE MINI LLC	STORAGE	140.69
Police Prisoner Custody			
00402400	DIRTY BIRD ANTIOCH LLC	LAUNDRY	105.30

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Police Community Policing

00402366	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	427.15
00402440	SP PLUS CORPORATION	PROFESSIONAL SERVICES	21,210.00
00402502	D TAC K9 LLC	TRAINING	1,850.00
00402527	HUNT AND SONS INC	FUEL	460.74
00402579	SP PLUS CORPORATION	PROFESSIONAL SERVICES	21,210.00

Police Investigations

00402367	AT AND T MCI	EVIDENCE PROCESSING	1,650.00
00402388	CONTRA COSTA COUNTY	EVIDENCE PROCESSING	2,921.10
00402448	T MOBILE USA INC	EVIDENCE PROCESSING	440.00
00402469	ALHAMBRA	WATER SERVICE	185.27
00402498	CONTRA COSTA COUNTY	EVIDENCE PROCESSING	24,248.50
00402525	HAWK ANALYTICS LLC	EVIDENCE PROCESSING	4,995.00

Police Communications

00402385	COMCAST	INTERNET SERVICE	161.80
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Police Facilities Maintenance

00402431	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00402458	360 FITNESS LLC	EQUIPMENT	15,528.41
00402582	TMC SHOOTING RANGE SPECIALIST INC	CLEANING SERVICE	2,750.00
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,680.00

P & R Administration

00402550	MORRIS, ANN MARIE	PROFESSIONAL SERVICES	500.00
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Youth Network Services

00402396	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,634.53
00402480	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,045.30
00402489	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	3,036.00
00943513	CANON FINANCIAL SERVICES	COPIER LEASE	145.36

Administrative Support

00402380	CITY DATA SERVICES LLC	SUPPLIES	2,700.00
00402417	LAUNDERLAND	VOUCHER PROGRAM	376.00
00402477	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	171.80

Community Development Land Planning Services

00402476	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	390.00
00943512	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	452.70

CD Code Enforcement

00402497	CONTRA COSTA COUNTY	PROFESSIONAL SERVICES	451.00
00402587	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27

PW Engineer Land Development

00402396	CRYSTAL CLEAR LOGOS INC	UNIFORMS	686.57
00402402	EAST BAY WORK WEAR	SAFETY SHOES	750.00
00402426	OFFICE DEPOT INC	SUPPLIES	124.42
00402556	OFFICE DEPOT INC	SUPPLIES	100.66
00402590	VILLAGRANA, MONIQUE MONICA	EXPENSE REIMBURSEMENT	30.71

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Community Development Building Inspection

00402396	CRYSTAL CLEAR LOGOS INC	UNIFORMS	521.42
00402403	FASTENAL CO	SUPPLIES	273.28
00402445	SUNRUN INSTALLATION SERVICES INC	DEPOSIT REFUND	3,373.40
00402446	SUNRUN INSTALLATION SERVICES INC	DEPOSIT REFUND	253.30
00402476	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,425.00
00402536	KUUBIX GLOBAL LLC	DEPOSIT REFUND	764.14
00402556	OFFICE DEPOT INC	SUPPLIES	339.51

Capital Imp. Administration

00402396	CRYSTAL CLEAR LOGOS INC	UNIFORMS	302.85
00943512	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	202.50

211 Delta Fair Property Fund

Parks & Open Space

00402540	LI, JUNMING	EXPENSE REIMBURSEMENT	948.00
00402572	RRM DESIGN GROUP	PROFESSIONAL SERVICES	1,761.25

212 CDBG Fund

CDBG

00402556	OFFICE DEPOT INC	SUPPLIES	263.39
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214 Animal Services Fund

Animal Services

00402535	KOEFRAN SERVICES INC	MONTHLY SERVICE CHARGE	1,928.00
00402552	MWI VETERINARY SUPPLY CO	SUPPLIES	1,254.74
00402588	VICTOR MEDICAL COMPANY	SUPPLIES	2,081.50

215 Civic Arts Fund

Civic Arts

00402508	DPH SOUND	SOUND SERVICES	500.00
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219 Recreation Fund

Non Departmental

00402362	AMBRIZ, MONICA	DEPOSIT REFUND	1,000.00
00402481	BARRETO, NANCY	DEPOSIT REFUND	500.00
00402546	MARAVILLA, FABIOLA	DEPOSIT REFUND	1,000.00
00402568	RICHLAND COMMUNITIES INC	DEPOSIT REFUND	500.00

Nick Rodriguez Community Cent

00402489	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	392.00
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

Senior Programs

00402470	AMAZON CAPITAL SERVICES INC	SUPPLIES	767.55
00402477	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	6,083.50
00402486	BRENTWOOD PRESS & PUBLISHING INC	ADVERTISING SERVICES	299.00
00402565	PRINT CLUB	SUPPLIES	199.74
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4.00

Recreation Sports Programs

00402470	AMAZON CAPITAL SERVICES INC	SUPPLIES	214.82
00402493	CONCORD SOFTBALL UMPIRES	PROFESSIONAL SERVICES	3,855.00

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Recreation-Comm Center

00402370	BAY ALARM COMPANY	ALARM SERVICE	75.00
00402371	BE EXCEPTIONAL	PROFESSIONAL SERVICES	1,710.00
00402401	DUGAND, KARINA	PROFESSIONAL SERVICES	420.00
00402405	FOLGERGRAPHICS INC	PROFESSIONAL SERVICES	15,033.55
00402423	MAX MARTIAL ARTS LLC	PROFESSIONAL SERVICES	805.20
00402460	ADETRONICS	PRE-EMPLOYMENT	260.00
00402461	ADETRONICS	PRE-EMPLOYMENT	40.00
00402462	ADT COMMERCIAL	ALARM REPAIRS	696.25
00402470	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,465.19
00402477	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	119.40
00402489	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	2,599.00
00402542	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	258.56

Recreation Water Park

00402379	CERVANTES, VERONICA	DEPOSIT REFUND	113.00
00402386	COMMERCIAL POOL SYSTEMS INC	RENTAL SERVICE	69.14
00402420	LESLIES POOL SUPPLIES	CHEMICALS	602.83
00402431	PEPPER INVESTMENTS INC	PEST CONTROL	765.00
00402450	US FOODS INC	SUPPLIES	1,710.70
00402470	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,054.02
00402477	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	51.67
00402489	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	81.00
00402506	DIPPIN DOTS LLC	SUPPLIES	6,521.80
00402534	KNORR SYSTEMS INC	CHEMICALS	1,031.82
00402565	PRINT CLUB	SUPPLIES	667.28
00402566	QUADIENT LEASING USA INC	POSTAGE	49.33
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

222 Measure C/J Fund

Non Departmental

Streets

00402434	RECOLOGY BLOSSOM VALLEY ORGANICS	SUPPLIES	2,423.93
00402494	CONSOLIDATED ENGINEERING INC	PROFESSIONAL SERVICES	10,326.00

226 Solid Waste Reduction Fund

Solid Waste

00402488	BUSCH SYSTEMS INTERNATIONAL INC	SUPPLIES	755.61
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229 Pollution Elimination Fund

Channel Maintenance Operation

00402460	ADETRONICS	PRE-EMPLOYMENT	25.00
00402489	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	98.00
00402554	NOMAD ECOLOGY LLC	CONSULTING SERVICES	21,657.63
00402561	PEPPER INVESTMENTS INC	PEST CONTROL	1,050.00

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,089.88
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Lonetree Maintenance Zone 2

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,681.11
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Lonetree Maintenance Zone 3

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,162.86
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Lonetree Maintenance Zone 4

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,706.49
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252 Downtown SLLMD Fund

Downtown Maintenance

00402489	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
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00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,451.52
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253 Almondridge SLLMD Fund

Almondridge Maintenance

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,363.29
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,520.48
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Hillcrest Maintenance Zone 2

00402372	BELLECCI AND ASSOCIATES INC	PROFESSIONAL SERVICES	2,648.00
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00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,640.21
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Hillcrest Maintenance Zone 4

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,022.95
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255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,859.81
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256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,473.98
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Citywide 2A Maintenance Zone 4

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,152.26
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Citywide 2A Maintenance Zone 5

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,381.42
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Citywide 2A Maintenance Zone 6

00402444	STEWARTS TREE SERVICE INC	TREE SERVICE	850.00
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00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,670.61
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Citywide 2A Maintenance Zone 8

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,106.09
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Citywide 2A Maintenance Zone 9

00402444	STEWARTS TREE SERVICE INC	TREE SERVICE	11,537.50
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00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,488.44
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Citywide 2A Maintenance Zone10

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,581.23
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257 SLLMD Administration Fund

SLLMD Administration

00402460	ADETRONICS	PRE-EMPLOYMENT	25.00
00402471	ANTIOCH ACE HARDWARE	SUPPLIES	26.66
00402489	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	98.00
00402556	OFFICE DEPOT INC	SUPPLIES	19.09
00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	427.76

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00402581	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,357.92
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311 Capital Improvement Fund

Non Departmental

Parks & Open Space

00402548	MERCOZA	PROFESSIONAL SERVICES	115,939.56
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Public Buildings & Facilities

00943517	KLEINFELDER INC	SIGNAGE	160.00
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570 Equipment Maintenance Fund

Non Departmental

00402527	HUNT AND SONS INC	FUEL	31,561.98
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Equipment Maintenance

00402375	BILL BRANDT FORD	VEHICLE REPAIR	698.66
00402422	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	855.50
00402425	NORCAL DIESEL SOLUTIONS	TESTING SERVICES	1,070.00
00402427	OREILLY AUTO PARTS	SUPPLIES	557.57
00402454	WALNUT CREEK FORD	SUPPLIES	1,645.32
00402463	AFFORDABLE TIRE CENTER	TIRE INSPECTION	50.00
00402491	CHUCKS BRAKE AND WHEEL SERVICE	REPAIR PARTS	295.55
00402516	FALCON COLLISION REPAIR INC	VEHICLE REPAIR	15,542.78
00402538	LES SCHWAB TIRES OF CALIFORNIA	TIRE REPAIR	967.20
00402541	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	236.93
00402557	OREILLY AUTO PARTS	SUPPLIES	113.85
00402559	PACIFIC NORTHWEST OIL	SUPPLIES	887.97
00402576	SOUTHERN COUNTIES LUBRICANTS LLC	SUPPLIES	1,980.11
00402583	TRED SHED, THE	SUPPLIES	9,062.75
00402591	WALNUT CREEK FORD	REPAIR PARTS	230.06
00943512	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	177.30
00943536	KIMBALL MIDWEST	SUPPLIES	375.18

573 Information Services Fund

Network Support & PCs

00402363	AMS DOT NET INC	PROFESSIONAL SERVICES	9,066.77
00943530	DIGITAL SERVICES	WEBSITE MAINTENANCE	6,175.00

GIS Support Services

00943514	DELL COMPUTER CORP	SUPPLIES	9,973.40
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Office Equipment Replacement

00402363	AMS DOT NET INC	SUBSCRIPTION SERVICE	3,667.77
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577 Post Retirement Medical-Police Fund

Non Departmental

00943537	RETIREE	MEDICAL AFTER RETIREMENT	438.52
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611 Water Fund

Non Departmental

00402376	BISHOP CO	SUPPLIES	337.20
00402383	COLE SUPPLY CO INC	SUPPLIES	637.25
00402492	COLE SUPPLY CO INC	SUPPLIES	1,618.59
00943516	GRAINGER INC	SUPPLIES	1,003.41

Water Production

00402365	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	78.13
00402370	BAY ALARM COMPANY	ALARM INSTALLATION	14,332.09
00402377	BORGES AND MAHONEY	SUPPLIES	2,036.32
00402391	CONTRA COSTA WATER DISTRICT	RAW WATER	1,982,226.42
00402393	COULTER GRADALL INC	PROFESSIONAL SERVICES	31,600.00
00402396	CRYSTAL CLEAR LOGOS INC	UNIFORMS	260.66
00402399	DEPARTMENT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION	225.00
00402403	FASTENAL CO	SUPPLIES	371.51
00402404	FLW INC	SUPPLIES	2,782.59
00402416	JOHNSON, GAVIN LEE	EXPENSE REIMBURSEMENT	190.00
00402426	OFFICE DEPOT INC	SUPPLIES	101.87
00402435	REINHOLDT ENGINEERING CONSTR	TESTING SERVICES	400.00
00402444	STEWARTS TREE SERVICE INC	TREE SERVICE	1,300.00
00402455	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	4,857.50
00402471	ANTIOCH ACE HARDWARE	SUPPLIES	44.79
00402472	ANTIOCH ACE HARDWARE	SUPPLIES	43.56
00402484	BORGES AND MAHONEY	SUPPLIES	941.10
00402490	CFMSF INC	PROFESSIONAL SERVICES	15,365.00
00402518	FASTENAL CO	SUPPLIES	18.81
00402519	FINBERG FENCING INC	FENCE REPAIR	775.00
00402520	FISHER SCIENTIFIC COMPANY	SUPPLIES	269.25
00402524	HACH CO	SUPPLIES	433.70
00402526	HOUSE, KEVIN SHAW	UNIFORM REIMBURSEMENT	265.75
00402556	OFFICE DEPOT INC	SUPPLIES	88.41
00402586	UNIVAR SOLUTIONS USA INC	CHEMICALS	16,365.53
00402592	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	3,215.00
00943516	GRAINGER INC	SUPPLIES	1,030.81
00943529	CHEMTRADE CHEMICALS US LLC	CHEMICALS	14,885.68
00943531	EVOQUA WATER TECHNOLOGIES LLC	PROFESSIONAL SERVICES	227.50
00943533	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	151.00
00943534	IDEXX LABORATORIES INC	SUPPLIES	139.80
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	350.00

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00943542	THATCHER COMPANY OF CALIFORNIA	CHEMICALS	3,059.00
Water Distribution			
00402398	DELTA DIABLO	RECYCLED WATER SERVICE	9,953.28
00402402	EAST BAY WORK WEAR	SAFETY SHOES	1,854.08
00402403	FASTENAL CO	SUPPLIES	1,176.21
00402426	OFFICE DEPOT INC	SUPPLIES	341.02
00402428	PACE SUPPLY CORP	SUPPLIES	13,144.31
00402436	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	489.75
00402472	ANTIOCH ACE HARDWARE	SUPPLIES	98.29
00402474	BACKFLOW DISTRIBUTORS INC	SUPPLIES	6,294.16
00402504	DELTA DIABLO	RECYCLED WATER SERVICE	9,155.00
00402541	LIM AUTOMOTIVE SUPPLY INC	REPAIR PARTS	420.32
00402556	OFFICE DEPOT INC	SUPPLIES	17.04
00402558	PACE SUPPLY CORP	SUPPLIES	1,452.78
00402570	ROBERTS AND BRUNE CO	SUPPLIES	52,781.69
00402584	UNDERGROUND SERVICE ALERT	INFRASTRUCTURE SAFETY FEE	1,044.71
00402585	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00943511	BADGER METER INC	METERS	2,926.41
00943516	GRAINGER INC	SUPPLIES	1,027.50
00943520	RED WING SHOE STORE	SAETY SHOES	600.00
00943525	BADGER METER INC	METERS	3,436.06
00943526	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	399.60
00943535	INFOSEND INC	PRINT AND MAIL SERVICES	2,917.81
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
Public Buildings & Facilities			
00402495	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	49,920.30
00943521	SHIMMICK CONSTRUCTION INC	PROFESSIONAL SERVICES	3,130,245.92
00943528	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	138,024.62
621	Sewer Fund		
Non Departmental			
Swr-Wastewater Administration			
00402397	CWEA SFBS	MEMBERSHIP RENEW	404.00
00402402	EAST BAY WORK WEAR	SAFETY SHOES	1,674.24
00402403	FASTENAL CO	SUPPLIES	4,207.53
00402414	HOME DEPOT, THE	SUPPLIES	205.44
00402415	JACK DOHENY COMPANY	SUPPLIES	1,390.99
00402531	JACK DOHENY COMPANY	PROFESSIONAL SERVICES	729.17
00402556	OFFICE DEPOT INC	SUPPLIES	17.02
00402564	PONDER ENVIRONMENTAL SERVICES	PROFESSIONAL SERVICES	3,030.67
00402584	UNDERGROUND SERVICE ALERT	INFRASTRUCTURE SAFETY FEE	1,044.72
00402594	WECO INDUSTRIES INC	SUPPLIES	2,427.22
00943532	GRAINGER INC	SUPPLIES	8.06
00943535	INFOSEND INC	PRINT AND MAIL SERVICES	2,917.82
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50

Finance Accounting
Prepared by: Michele Milo
9/21/2022

September 27, 2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
SEPT. 1 - SEPT. 14, 2022
FUND/CHECK #

Wastewater Collection

00402577	SOUTHWEST PIPELINE AND TRENCHES	PROFESSIONAL SERVICES	47,405.75
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631 Marina Fund

Marina Administration

00402431	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00402492	COLE SUPPLY CO INC	SUPPLIES	153.06
00402499	CONTRA COSTA FIRE EQUIPMENT	ANNUAL INSPECTION	593.25
00943538	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00

CITY OF
ANTIOCH
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL AND CITY COUNCIL AS
SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council and City Council as Successor Agency to the Antioch Development Agency

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

SUBJECT: Updated Conflict of Interest Code for the City of Antioch and City as Successor Agency to the Antioch Development Agency

RECOMMENDED ACTION

It is recommended that:

- 1) The City Council adopt a resolution approving the updated Conflict of Interest Code for the City of Antioch and authorizing the City Manager to execute the attached Biennial Notice (Attachment A).
- 2) The City Council as Successor Agency to the Antioch Development Agency adopt a resolution approving the updated Conflict of Interest Code for the City as Successor Agency to the Antioch Development Agency and authorizing the City Manager to execute the attached Biennial Notice (Attachment B).

FISCAL IMPACT

No fiscal impact related to this item.

DISCUSSION

Pursuant to the Political Reform Act (Cal. Gov't Code sections 87100 et. Seq.), a Conflict of Interest Code designates positions within an agency that make, or participate in making, governmental decisions that may have a material effect on the financial interest of the person holding such position. A Conflict of Interest code also indicates disclosure categories, which list the specific types of financial interests that must be disclosed annually by the designated official or employee. The updated descriptions for each Disclosure Category are reflected under "Appendix A" for Attachments A and B.

City

To comply with the Political Reform Act, the City is required to review the Conflict of Interest Code every two years to determine if amendments are necessary to include new positions, delete abolished positions, revise job titles or revise disclosure categories.

Positions that still exist are shown, even if they are currently vacant, frozen or unbudgeted. Appendix B to Attachment A shows proposed edits to the designated positions, which conform to the City's current organization chart.

City as Successor Agency to the Antioch Development Agency

AB 1484 made Successor Agencies separate legal entities subject to the Political Reform Act. The City, as Successor Agency to the Antioch Development Agency, adopted its own Conflict of Interest Code in 2012. Appendix B to Attachment B shows updates of the designated positions since 2020, to conform to the City's current organization chart.

ATTACHMENTS

- A. Resolution – City of Antioch
 - Exhibit 1 – Conflict of Interest Code
 - Appendix A – Disclosure Categories
 - Appendix B – Designated Officials and Employees
 - Exhibit 2 – Biennial Notice

- B. Resolution – Successor Agency to the Antioch Development Agency
 - Exhibit 1 – Conflict of Interest Code
 - Appendix A – Disclosure Categories
 - Appendix B – Designated Officials and Employees
 - Exhibit 2 – Biennial Notice

RESOLUTION NO. 2022/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING AN UPDATED CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the Political Reform Act (Cal. Gov't Code section 87100, et. seq.), the City is required by October 1st of each even-numbered year to review and update its Conflict of Interest Code as necessary; and

WHEREAS, the updated Code contains revised descriptions of the disclosure categories to reflect current practices (Appendix A); and

WHEREAS, the updated code deletes positions that are no longer in existence, adds new positions, and updates job titles (Appendix B).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby adopts the updated City of Antioch Conflict of Interest Code attached hereto as Exhibit 1 and incorporated by reference including Appendix A (Disclosure Categories) and Appendix B (Designated Officials and Employees).

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Local Agency Biennial Notice as required by law.

* * * * *

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 27th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Conflict of Interest Code of the City of Antioch

The Political Reform Act (Government Code §§81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest code of the City of Antioch.

Individuals in designated positions shall file statements of economic interests with the City Clerk, which will make the statements available for public inspection and reproduction. (Government Code §81008.) Statements filed by all individuals in designated positions will be retained by the City Clerk.

APPENDIX "A"

DISCLOSURE CATEGORIES

#	Description
----------	--------------------

1	<u>Investments, Interests in Real Property, Income/Business Positions, Gifts/Travel</u>
----------	--

*(Positions with authority that affect city-wide, including real property;
Schedules A-1, A-2, B, C, D, E – if applicable)*

All financial investments in any business entity that is located in, doing business in, planning to do business in, or that has done business during the previous two years within the City of Antioch in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

All interests in real property (excluding primary residence), in whole or in part, located inside or within two miles outside of the jurisdiction boundaries of the City of Antioch, in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more during the reporting period.

All sources of gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that is located in, doing business in, planning to do business in, or that has done business during the previous two years in the City of Antioch.

All sources of gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

2	<u>Investments, Income/Business Positions, Gifts/Travel</u>
----------	--

*(Positions with purchasing authority that affect city-wide, excluding real property;
Schedules A-1, A-2, C, D, E – if applicable)*

Financial investments in any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the City of Antioch in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the City of Antioch.

Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any sources that provided services, supplies, materials, machinery, or equipment within the City of Antioch. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

3 Investments, Income/Business Positions, Gifts/Travel

*(Positions with purchasing authority that affect department-wide only;
Schedules A-1, A-2, C, D, E – if applicable)*

Financial investments in any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the designated position's department in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the designated position's department.

Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any business entity that provided services, supplies, materials, machinery, or equipment within the designated position's department. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

4 Investments, Income/Business Positions, Gifts/Travel

*(Positions with regulatory, permit or licensing authority;
Schedules A-1, A-2, C, D, E – if applicable)*

Financial investments in any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years, in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years.

Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

5 Interests in Real Property

*(Positions with authority affecting real property;
Schedule B – if applicable)*

All interests in real property (excluding primary residence), in whole or in part, located inside or within two miles outside of the jurisdiction boundaries of the City of Antioch, in which the filer, their spouse/registered domestic partner, or dependent children, had a beneficial interest totaling \$2,000 or more during the reporting period.

APPENDIX B – CONFLICT OF INTEREST CODE

CITY OF ANTIOCH: DESIGNATED OFFICIALS AND EMPLOYEES

The following officials and employees hold positions requiring full disclosure of interests, pursuant to California Government Code Section 87200 and shall file a Form 700:

Mayor and City Councilmembers
Planning Commissioners
City Treasurer
City Manager
City Attorney
Finance Director

The following officials, employees and consultants are in the following disclosure categories:

<u>POSITION</u>	<u>CATEGORY</u>
------------------------	------------------------

Boards and Commissions

Board of Administrative Appeals	1
Building Board of Appeals	1
Economic Development Commissioners.....	1
Parks and Recreation Commissioners	1
<u>Police Crime Prevention Commission</u>	<u>1</u>
<u>Antioch Police Oversight Commission.....</u>	<u>1</u>
Sales Tax Citizens' Oversight Committee	1

City Attorney's Office

City Attorney.....	1
<u>Assistant City Attorney</u>	<u>1</u>
Deputy City Attorney	1
<u>*Consultant.....</u>	<u>1</u>

City Clerk's Office

City Clerk.....	2
Deputy City Clerk	2
<u>Administrative Analyst.....</u>	<u>3</u>

City Manager's Office

City Manager.....	1
-------------------	---

Assistant City Manager	1
<u>Project Manager</u>	<u>3</u>
<u>Principal Executive Assistant</u>	<u>3</u>
Public Information Officer	2
<u>Youth Services Network Manager</u>	<u>1</u>
<u>*Consultant.....</u>	<u>1</u>

Community Development Department

Community Development Director	1
Planning Manager	1
Planners – Assistant, Associate and Senior	4, 5
Building Inspection Services Manager	3, 4, 5
Building Inspector.....	4, 5
Code Enforcement Manager	3, 4, 5
Code Enforcement/Asset Recovery Coordinator.....	4, 5
Code Enforcement Officer	4, 5
Administrative Analyst	3, 5
<u>*Consultant.....</u>	<u>1</u>

Economic Development Department

Economic Development Director	1
Economic Development Program Manager.....	1
<u>*Consultant.....</u>	<u>1</u>

Finance Department

Finance Director	1
Deputy Finance Director.....	1
Finance Services Supervisor.....	2
Buyer.....	2

Human Resources Department

Administrative Services Director	2
Human Resources Director	2
Risk Manager	2
Human Resources Analyst.....	2
<u>Human Resources Specialist</u>	<u>3</u>
<u>Administrative Analyst.....</u>	<u>3</u>

Information Systems Department

Information Systems Director	2
Information Systems Project Manager	2
<u>Information Systems Network Administrator</u>	<u>3</u>

Parks and Recreation Department

Parks and Recreation Director	1
<u>Recreation Supervisor.....</u>	<u>3, 5</u>
<u>Administrative Analyst.....</u>	<u>3</u>

Police Department

Chief of Police	1
Police Captain	1
Police Lieutenant.....	3
<u>Police Communications Supervisor.....</u>	<u>3</u>
<u>Police Records Supervisor</u>	<u>3</u>
Animal Services Manager	2
Doctor of Veterinary Medicine	3
Administrative Analyst.....	3

Public Safety and Community Resources Department

<u>Public Safety and Community Resources Director.....</u>	<u>1</u>
<u>Public Safety and Community Resources Manager</u>	<u>1</u>
<u>Youth Services Network Manager</u>	<u>2</u>
<u>Administrative Analyst</u>	<u>3</u>
<u>*Consultant.....</u>	<u>1</u>

Public Works Department

Public Works Director/City Engineer	1
Deputy Director of Public Works	1
Assistant City Engineer	1
Project Manager	1
Operations Supervisor.....	1
Water Treatment Plant Superintendent.....	1
Collection Systems Superintendent.....	1
Water Distribution Superintendent.....	1
Engineers - Assistant, Associate, Senior.....	4, 5
Senior Public Works Inspector	4, 5
Public Works Inspector.....	4, 5
Administrative Analyst.....	3

** Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:*

The City Attorney may determine, in writing, that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in the City’s Conflict of Interest Code. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Attorney’s determination shall be a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code (Gov. Code Section 81008).

2022 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

☐ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION NO. 2022/***

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE
ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH
ADOPTING AN UPDATED CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the Political Reform Act (Cal. Gov't Code section 87100, et. seq.), the City as Successor Agency to the Antioch Development Agency is required by October 1st of each even-numbered year to review and update its Conflict of Interest Code as necessary;

WHEREAS, the updated Code contains revised descriptions of the disclosure categories to reflect current practices (Appendix A); and

WHEREAS, the updated code deletes positions that are no longer in existence, adds new positions, and updates job titles (Appendix B).

NOW, THEREFORE, BE IT RESOLVED that the Successor Agency to the Antioch Development Agency of the City of Antioch hereby adopts the updated City of Antioch Successor Agency to the Antioch Development Agency Conflict of Interest Code attached hereto as Exhibit 1 and incorporated by reference including Appendix A (Disclosure Categories) and Appendix B (Designated Officials and Employees).

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Local Agency Biennial Notice as required by law.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the 27th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
RECORDING SECRETARY**

**Conflict of Interest Code of the City of Antioch as Successor Agency
to the Antioch Development Agency**

The Political Reform Act (Government Code §§81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Commission along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest code of the City of Antioch as Successor Agency to the Antioch Development Agency.

Individuals in designated positions shall file statements of economic interests with the City Clerk, which will make the statements available for public inspection and reproduction. (Government Code §81008.) Statements filed by all individuals in designated positions will be retained by the City Clerk.

APPENDIX "A"

DISCLOSURE CATEGORIES

#	Description
---	-------------

- | | |
|---|---|
| 1 | <p><u>Investments, Interests in Real Property, Income/Business Positions, Gifts/Travel</u>
<i>(Positions with authority that affect city-wide, including real property; Schedules A-1, A-2, B, C, D, E – if applicable)</i></p> <p>All financial investments in any business entity that is located in, doing business in, planning to do business in, or that has done business during the previous two years within the City of Antioch in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.</p> <p>All interests in real property (excluding primary residence), in whole or in part, located inside or within two miles outside of the jurisdiction boundaries of the City of Antioch, in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more during the reporting period.</p> <p>All sources of gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that is located in, doing business in, planning to do business in, or that has done business during the previous two years in the City of Antioch.</p> <p>All sources of gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.</p> |
| 2 | <p><u>Investments, Income/Business Positions, Gifts/Travel</u>
<i>(Positions with purchasing authority that affect city-wide, excluding real property; Schedules A-1, A-2, C, D, E – if applicable)</i></p> <p>Financial investments in any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the City of Antioch in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.</p> <p>Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the City of Antioch.</p> <p>Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any sources that provided services, supplies, materials, machinery, or equipment within the City of Antioch. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.</p> |

3 Investments, Income/Business Positions, Gifts/Travel

*(Positions with purchasing authority that affect department-wide only;
Schedules A-1, A-2, C, D, E – if applicable)*

Financial investments in any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the designated position's department in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity that provided services, supplies, materials, machinery, or equipment during the previous two years within the designated position's department.

Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any business entity that provided services, supplies, materials, machinery, or equipment within the designated position's department. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

4 Investments, Income/Business Positions, Gifts/Travel

*(Positions with regulatory, permit or licensing authority;
Schedules A-1, A-2, C, D, E – if applicable)*

Financial investments in any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years, in which the filer, their spouse/registered domestic partner, or dependent children, had beneficial interest totaling \$2,000 or more at any time during the reporting period.

Gross income (including any loans, or community property share) of \$500 or more during the reporting period received from, and any business positions held with, any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years.

Gifts accepted of \$50 or more, travel payments, advances, and reimbursements for travel-related expenses, including lodging and meals from any business entity subject to the City of Antioch's regulatory, permit, or licensing authority during the previous two years. Travel payments are considered gifts if you did not provide services that were equal to or greater value than the amount received. Travel payments are considered income if you provided services that were equal to or greater value than the amount received.

5 Interests in Real Property

*(Positions with authority affecting real property;
Schedule B – if applicable)*

All interests in real property (excluding primary residence), in whole or in part, located inside or within two miles outside of the jurisdiction boundaries of the City of Antioch, in which the filer, their spouse/registered domestic partner, or dependent children, had a beneficial interest totaling \$2,000 or more during the reporting period.

APPENDIX B – CONFLICT OF INTEREST CODE

SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY: DESIGNATED OFFICIALS AND EMPLOYEES

The following officials and employees hold positions requiring full disclosure of interests, pursuant to California Government Code Section 87200 and shall file a Form 700:

City Council Members serving as Members of the Successor Agency to the Antioch Development Agency
City Treasurer
City Manager
City Attorney
Finance Director

The following officials, employees and consultants are in the following disclosure categories:

<u>POSITION</u>	<u>CATEGORY</u>
------------------------	------------------------

City Attorney's Office

City Attorney	1
Assistant City Attorney	1
Deputy City Attorney	1

City Clerk/Recording Secretary's Office

City Clerk/ Recording Secretary	-2
Deputy City Clerk/ Deputy Recording Secretary	2
Administrative Analyst	3

City Manager's Office

City Manager	1
Assistant City Manager	1
Administrative Analyst	

Economic Development Department

Economic Development Director	1
-------------------------------------	---

Community Development Department

Community Development Director	1
Planning Manager	1
Building Inspection Services Manager	1
Administrative Analyst	3

Finance Department

Finance Director	1
Deputy Finance Director.....	1

** Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:*

The City Attorney may determine, in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in the City’s Conflict of Interest Code. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Attorney’s determination shall be a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code (Gov. Code Section 81008).

2022 Local Agency Biennial Notice

Name of Agency: Successor Agency to the Antioch Development Agency of the City of Antioch
 Mailing Address: 200 H Street, Antioch, CA 94509
 Contact Person: City Attorney's Office Phone No. 925-779-7015
 Email: cityattorney@antiochca.gov Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☒ Include new positions
- ☒ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)


PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: Short Term Lease Agreement with Rivertown Jamboree for Temporary Office Space at the Nick Rodriguez Community Center

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a short-term lease agreement between the City of Antioch and Rivertown Jamboree for designated space at the Nick Rodriguez Center (Attachment B); and
2. Authorizing the City Manager to execute the Agreement.

FISCAL IMPACT

There will be a negligible impact to the City Budget related to the purchase of keys and locks and an anticipated increase in utility costs resulting from an increased use of electricity.

DISCUSSION

Rivertown Jamboree, a non-profit organization, has occupied the Rivertown Resource Center at 301 W. 10th Street, a property owned by the City of Antioch. The City now intends to use the 10th Street location as the future site of the newly established City of Antioch Public Safety and Community Resources Department.

The City notified existing tenants of 301 W. 10th Street of its future plans and has issued a Notice to Vacate to all organizations at the Rivertown Resource Center, including Rivertown Jamboree. To assist with transition and to provide a benefit to the community, the City offered temporary space at the Nick Rodriguez Community Center, at no cost, for one year, subject to City Council approval. Rivertown Jamboree has indicated that its interest in accepting this offer. Therefore, staff seeks approval of a short-term lease agreement between the City and Rivertown Jamboree.

ATTACHMENTS

- A. Resolution
- B. Short Term Lease Agreement

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A SHORT-TERM LEASE AGREEMENT WITH RIVERTOWN
JAMBOREE FOR TEMPORARY SPACE AT THE NICK RODRIGUEZ COMMUNITY
CENTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT**

WHEREAS, Rivertown Jamboree, a non-profit organization, has been utilizing space at the Rivertown Resource Center located at 301 W. 10th Street Antioch;

WHEREAS, the City of Antioch ("City") now intends to use the property as the future site of the City's newly established Public Safety and Community Resources Department;

WHEREAS, to assist with the transition and to provide a benefit to the community, the City seeks to offer Rivertown Jamboree a short-term lease agreement for temporary space at the Nick Rodriguez Community Center, at no cost for a period of one year, subject to City Council approval; and

WHEREAS, Rivertown Jamboree has indicated interest in accepting this offer.

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

1. Approves a short-term lease agreement between the City and Rivertown Jamboree ("Agreement") in substantially the form of Attachment B, for the use of temporary space at the Nick Rodriguez Community Center; and
2. Authorizes the City Manager to execute the Agreement, subject to approval of form 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 27th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**CITY OF ANTIOCH
SHORT TERM LEASE AGREEMENT
(NON STANDARD)**

FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER

[FOR WORKSTATION IN ROOM 123]

THIS SHORT TERM LEASE AGREEMENT (the “**Lease**”) is made and entered into by and between the City of Antioch (“**Landlord**”) and RIVERTOWN JAMBOREE (“**Tenant**”), for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, under the following terms and conditions:

1. Introduction. Landlord owns the property located at 213 F Street, located in the City of Antioch, California, and commonly referred to as the Nick Rodriguez Community Center (the “**Property**”). The Property is improved with a community center and other improvements.

2. Description of the Leased Workstation. The Property includes that area commonly referred to as Room 123, which consists of approximately 360 square feet (“**Room 123**”). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately fifty percent of Room 123, consisting of approximately 180 square feet (the “**Workstation**”), as shown on **Exhibit A**.

3. Term, Occupancy, Extension, Termination & Holdover.

a. Term. The term of this Lease shall commence on the date this Lease is executed by both Tenant and Landlord (the “**Commencement Date**”), and shall continue in effect for one (1) year (“**Expiration Date**”) unless earlier terminated as provided herein.

b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Workstation on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 15 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate, Landlord shall deliver possession to Tenant.

c. Workstation Use Termination. In addition to any other right to terminate for default as specified in this Lease, Landlord may terminate this Lease on sixty (60) days’ written notice if Landlord requires the Workstation for a public purpose or if the Property or Workstation are closed for the purposes of renovation or other construction of improvements. Tenant agrees it shall not assert any claims for compensation in the event of termination of this Lease and Landlord shall have no obligation to provide any alternate location for Tenant’s use.

d. Holdover. Tenant shall not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Continued possession, beyond the term of this Lease, notwithstanding any acceptance of rent by Landlord, shall constitute a month-to-month extension of this Lease. During any holdover period, Landlord shall be entitled to rent equal to two times the fair market value of the Workstation, as reasonably determined by the Landlord.

4. Rent. No rent shall be due and payable by Tenant in connection with this Lease during the term.

5. Condition of, and Improvements to Workstation.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Workstation prior to, or as a condition of, Tenant's occupation of the Workstation. However, Landlord reserves the right to close, make alterations or additions to, or change the location of elements of the Property and the Workstation.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Workstation and the Property. Tenant agrees to take possession of the Workstation in an AS-IS condition (which exists on the date this Lease is signed). Landlord makes no representations related to the Workstation or the Property regarding the condition, status, compliance with Laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Workstation to Landlord in as good condition as when originally received, ordinary wear and tear excepted. If Tenant fails to maintain the Workstation in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, at Tenant's sole expense.

6. Use. The Workstation shall only be used by and available to Tenant from 8:00 a.m. through 10:00 p.m. on weekdays, excluding holidays. The Workstation shall be used only for Tenant's nonprofit clerical or business operations or for storage space related to Tenant's nonprofit operations, and not for events, and for no other purpose ("**Permitted Use**"). Tenant shall not use any portion of the Workstation for purposes other than those specified without first obtaining the written consent of Landlord.

a. Unsecured Space. Tenant recognizes and acknowledges that the Workstation is not separated by walls or secured doors from the remainder of Room 123. Room 123 does not have secured doors. In addition, the Workstation is adjacent to that portion of the Property commonly referred to as Room 124, comprised of 240 square feet and separated from Room 123 by an unsecured, accordion wall. Tenant shall be solely responsible for security and storage of any personal property of Tenant within the Workstation, and for providing any furniture, equipment or secured storage containers required by Tenant for use of the Workstation.

b. Adjacent Tenants; Coordination; Rules and Regulations. Tenant agrees to coordinate its activities and use of the Workstation with those of the adjacent tenant in Room 123, and the tenants in Room 124, as identified in Exhibit "A", and with Landlord and other uses of the Property. Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management of the Workstation or Property ("**Rules and Regulations**"), including rules and regulations related to access to and any security codes or keys to access the Property or Workstation. Landlord's initial Rules and Regulations are attached to this Lease as Exhibit "B" and incorporated herein by reference. Landlord shall notify Tenant of all additions or changes to such Rules and Regulations, and shall provide a written copy of any new or modified Rules and Regulations to Tenant. The violations of any such Rules and Regulations shall be deemed a material breach of this Lease by Tenant. Landlord will try to

enforce the Rules and Regulations, to the extent applicable to other tenants or users of the Property, but will not be liable to Tenant for the violation or non-performance of the Rules and Regulations by any other tenant or user of the Property.

c. Use of Property by Public; Emergency Use. Tenant recognizes that the Property is used and accessed by the public as a community center. The Multi-Purpose-Room adjacent to Room 123 is used for a variety of activities that often involve singing, dancing, music, or other noise. Tenant acknowledges that these activities will continue to occur for the duration of the Lease. The Multi-Purpose Room is subject to use by PG&E as a Community Resource Center (CRC) during emergency events. The Workstation may be unavailable for Tenant's use while the CRC is activated. Landlord will provide advance notice, if possible, in such an event. None of the foregoing shall be a violation of this Lease by Landlord.

d. Conference Room. The Property contains a conference room, available only upon prior request and subject to availability. All use of the conference room must be booked in advance with the Parks and Recreation department of the City of Antioch, as further detailed in the attached Exhibit "B".

e. Parking Areas; Access to Workstation. Subject to the attached Rules and Regulations, Tenant shall have the non-exclusive right to use the parking area (first-come first-served basis) and driveways, sidewalks, common area pathways and hallways to and from the parking area and Workstation (the route for which Landlord may designate from time to time), and the restroom identified in Exhibit "B" in common with the other tenants and users of the Property, as well as with Landlord's use of same. Tenant shall not have the right to use any other portions of the Property.

7. Compliance with Laws; Non-Discrimination; Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Workstation or the Property, or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "**Laws**").

b. Tenant herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the use, occupancy, tenure, or enjoyment of the Workstation.

c. Tenant shall not cause or permit any hazardous materials to be brought upon, kept, used, discharged, deposited or leaked in or about the Workstation.

8. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Workstation, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant, occupant or user of the Property or injure or annoy them. Tenant shall not use or allow the Workstation to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment. Tenant shall be

responsible for all damage to the Workstation or any other portion of the Property caused by Tenant or its employees, agents, invitees, contractors or assignees (individually, a “**Tenant Party**” and collectively “**Tenant Parties**”).

9. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Workstation is located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant or any Tenant Parties, in which case Landlord shall promptly cause the repairs to be made at Tenant’s sole expense.

b. Tenant shall, at Tenant’s sole cost and expense, maintain the Workstation except as noted under Section 8(a), above, in good, clean condition and repair.

c. Tenant shall, at its sole expense, (a) within the Workstation, provide separate and suitable water-tight receptacles for all garbage and refuse produced or accumulated in the Workstation; and (b) at the close of each day (and more often if required by Landlord) remove the same to any garbage area as designated by Landlord.

10. Utility Charges. Tenant shall not be charged for normal utility usage. Landlord shall not be responsible for any interruptions or disturbance of service. No internet service is provided, and any provision and installation of internet service shall be at Tenant’s sole cost and subject to the reasonable approval of Landlord.

11. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section, be responsible for payment of property taxes levied against such possessory interest.

12. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Workstation.

13. Assignment and Subletting; Encumbrances. Tenant shall not either voluntarily, or by operation of law, convey, assign, transfer, mortgage, pledge, sublet or encumber any interest in the Workstation including, but not limited to, by deed of trust or other security instrument, during the term of this Lease.

a. Tenant shall not allow any other person (with the exception of Tenant Parties) to occupy or use the Workstation, or any portion thereof, without Landlord’s prior written consent, which may be granted or refused in Landlord’s sole discretion.

b. Any attempted conveyance, assignment, transfer, mortgage, pledge, sublet, encumbrance, deed of trust or any other security instrument shall be void where prior written consent has not first been obtained from Landlord.

14. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Workstation at reasonable times to inspect and examine the same and to make such repairs to the Workstation as the Landlord shall deem advisable, and to show the Workstation to prospective tenants, buyers or lenders.

15. Indemnification.

a. Waiver of Claims. Landlord shall in no way be liable for any loss of property in the Workstation, however occurring, or for any damage done to the effects of Tenant by any employee, consultant, tenant, member of the public, or other outside person, and Landlord shall have no obligation whatsoever to provide security measures for the benefit of the Workstation. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and all Tenant Parties.

b. General Indemnity. Tenant shall indemnify, protect, defend (at Tenant's sole cost and with legal counsel acceptable to Landlord) and hold harmless, Landlord and its officers, officials, employees, contractors, agents and volunteers from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all court costs and attorney fees, arising at any time during or after the term, as a result (directly or indirectly) of or in connection with (i) default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (ii) Tenant's use of the Workstation or any other portion of the Property, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant or any Tenant Parties in or about the Workstation or the Property except as provided by law or for claims caused solely by Landlord's gross negligence or willful misconduct. The obligations of Tenant under this Section 15(b) shall survive the termination or earlier expiration of this Lease.

c. Assumption of Risk. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Workstation and its property including, but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Workstation, arising from any cause.

16. Insurance. Tenant shall obtain and maintain at all times during the term of this Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Tenant or any Tenant Parties. Tenant shall obtain and furnish proof of coverage as to each type of insurance required. The insurance provisions are not to be construed in any way as a limitation on liability under this Lease.

a. Property Insurance. Property insurance to insure against fire, lightening, vandalism and malicious mischief, covering damage to or loss of any of Tenant's personal property, fixtures, equipment, improvement and alterations, including electronic data processing equipment (collectively, "**Tenant's Property**") (and coverage for 100% of the replacement cost thereof including business interruption of Tenant);

b. Liability Insurance. Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability, products/completed operations. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, and shall include coverage for liability assumed under this Lease as an "**Insured Contract**" for the performance of Tenant's indemnity obligations under this Lease;

c. Worker's Compensation. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Workstation including coverage for all states and, if applicable, voluntary compensation, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);

d. Umbrella/Excess Liability Insurance. Umbrella or excess liability insurance may be used to satisfy the limits required in Section 15(a) and (b) above. The umbrella liability or excess liability policy shall be written on an "occurrence" form with a self-insured retention no greater than Ten Thousand Dollars (\$10,000). Such policies shall name Landlord as an additional insured and shall be primary to any insurance maintained by Landlord.

e. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Workstation and/or the building in which the Workstation are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Workstation and/or the building in which the Workstation are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

f. Ratings, Certificates. All policies shall be taken out with insurers licensed to do business in California with a current Best Rating of (A, VII) and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Workstation, unless otherwise allowed by Landlord. Such certificates of insurance must specifically show all the special policy conditions required in this paragraph, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy.

g. Additional Insureds; Endorsements. With respect to CGL Insurance, Tenant shall name Landlord, its officers, officials, employees, agents and volunteers as additional insureds with respect to any claims arising out of Tenant's operations in or upon the Workstation. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy.

17. Damage or Destruction of Workstation. In the event that repairs are necessary to alleviate structural hazards because the Workstation are damaged by the elements, acts of God, or other circumstances not caused by the negligence or willful misconduct of Tenant Parties, Tenant shall

inform Landlord in writing of such necessity. Landlord shall then have the option, in its sole discretion, to either immediately terminate this Lease or to provide for the necessary repairs.

18. Default. The occurrence of any of the following shall constitute a default by Tenant:

a. Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

b. Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10) day period and thereafter diligently pursues it to completion.

c. Institution of voluntary bankruptcy proceedings by Tenant; Institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

d. The abandonment of the Workstation by Tenant, or the vacation (hereby defined to be sixty (60) or more consecutive days of continual absence from the Workstation) of the Workstation by Tenant.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Workstation.

19. Landlord's Remedies. In the event of any such material breach or default by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, do any of the following:

a. Terminate the Lease on written notice to Tenant, in which case Tenant shall immediately surrender possession of the Property to Landlord on the termination date specified by Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Property, including all attorneys' fees and court costs incurred, if any.

b. Maintain Tenant's right to possession in which case this Lease shall continue in effect, and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease.

c. Pursue any other remedy available to Landlord at law or in equity.

20. Signs. All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Workstation, whether inside or outside the Workstation, shall be subject to Landlord's prior written approval and shall be subject to compliance with any applicable Laws,

including local sign ordinances and Historic Preservation laws. Unapproved signs, banners, flags, etc., shall be removed by Tenant upon Landlord's request.

21. Relocation Benefits. Tenant agrees that its use of Workstation or this Lease shall not entitle Tenant to any relocation benefits pursuant to federal, state or local law and waives any such claim against Landlord.

22. Condemnation. If the Workstation or the Property is taken by condemnation, the Lease shall terminate on the date of the acquisition.

23. No Dedication. Nothing contained in this Lease shall be deemed a gift or dedication of any portion of the Workstation to or for the general public or for any public purpose whatsoever.

24. Reservations. Landlord reserves the right, without the consent of Tenant, to grant such easements, licenses, rights or dedications that Landlord deems necessary.

25. No Personal Liability. No member, officer, official or employee of the Landlord shall be personally liable in the event of any default or breach by the Landlord.

26. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Workstation and to Landlord at: City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attn. City Manager.

27. Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver.

28. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

29. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The words "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

31. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

32. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. Venue shall be in Contra Costa County. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

33. Authority. Tenant and Landlord warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each party for whom they sign to perform as provided herein.

34. No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.

35. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

36. Counterparts. This Lease may be signed in counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on following page]

**SIGNATURE PAGE TO
CITY OF ANTIOCH
SHORT TERM LEASE AGREEMENT
(NON STANDARD)
FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

TENANT

Date: _____

By: _____
Betty Smith, Executive Director
Rivertown Jamboree

LANDLORD

CITY OF ANTIOCH

Date: _____

By: _____
Cornelius Johnson, Interim City Manager

ATTEST:

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

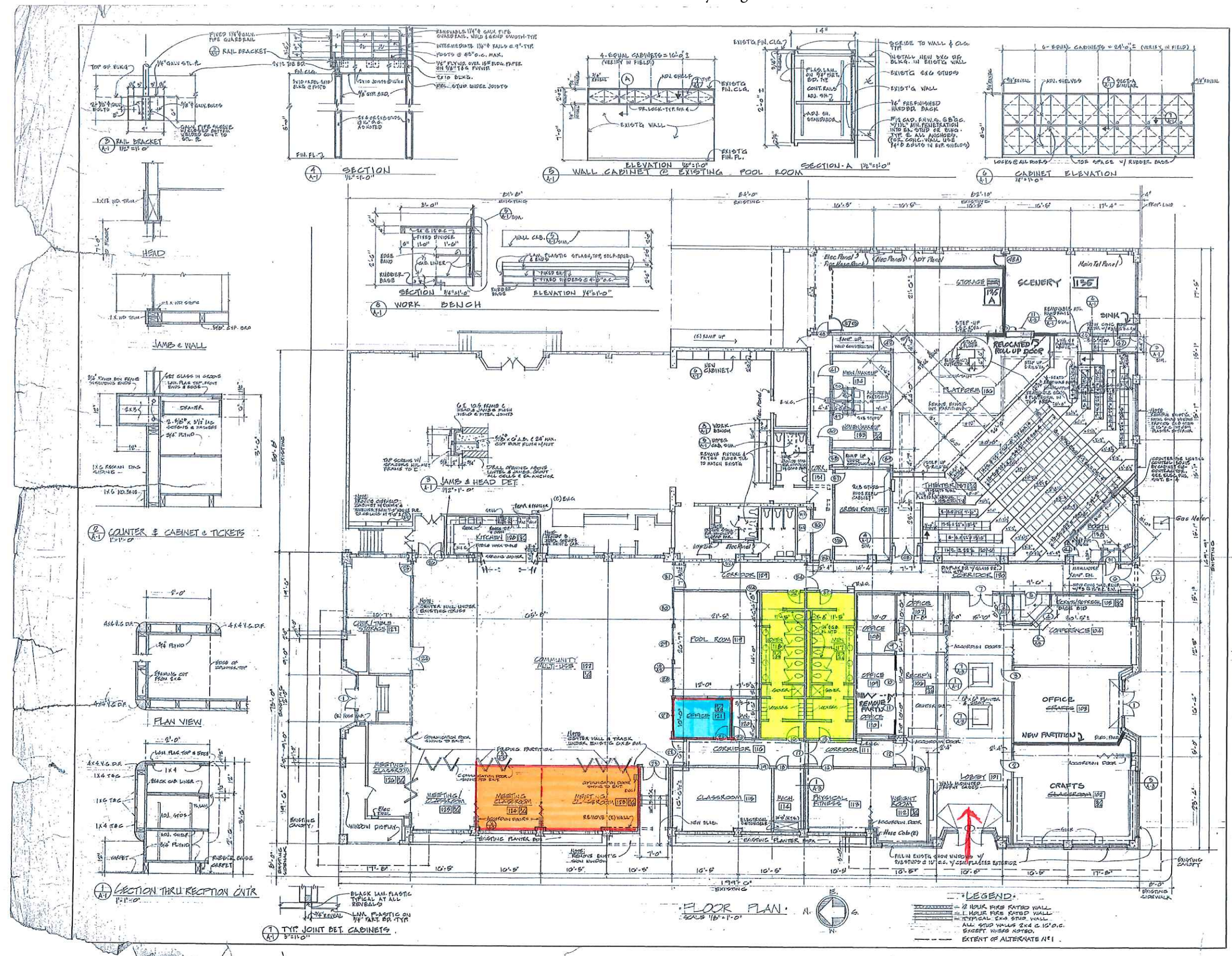
By: _____
Thomas Lloyd Smith, City Attorney

EXHIBIT A

**DEPICTION OF WORKSTATION
AND REMAINDER OF ROOM 123 AND ROOM 124**

[attached behind this page]

Exhibit A: Facility Diagram



confer crossen & nance
ARCHITECTURE & PLANNING

1200 CONTRA COSTA BLVD.
CONCORD, CA 94521
AREA CODE 415
485-2222

principals
PETER W. CONFER
JAMES R. CROSSEN, architect
JOHN R. NANCE, architect

associates
PETER O. LEKAS
WILLIAM A. KIRBY, architect
EDWARD S. TANOVITZ, architect

owner
Antioch Community Center

architect
confer crossen & nance
structural engineer

consulting engineer
confer crossen & nance

approvals
CITY ENGINEER 10-11-77
LOCATION MAP

project
ANTIOCH COMMUNITY CENTER
3RD & 2ND STREETS
FOR CITY OF ANTIOCH
ANTIOCH, CALIFORNIA

sheet title
FLOOR PLAN

date
Oct 17 1977

sheet number
A-1
"AS BUILT"

PVI 317

- Workstation Area (Rm 123 & 124)
- Bookable Conference Room (Rm 121)
- Restrooms (Rm 117 & 118)
- Main Facility Entrance

Exhibit A: Workstation Area Diagram

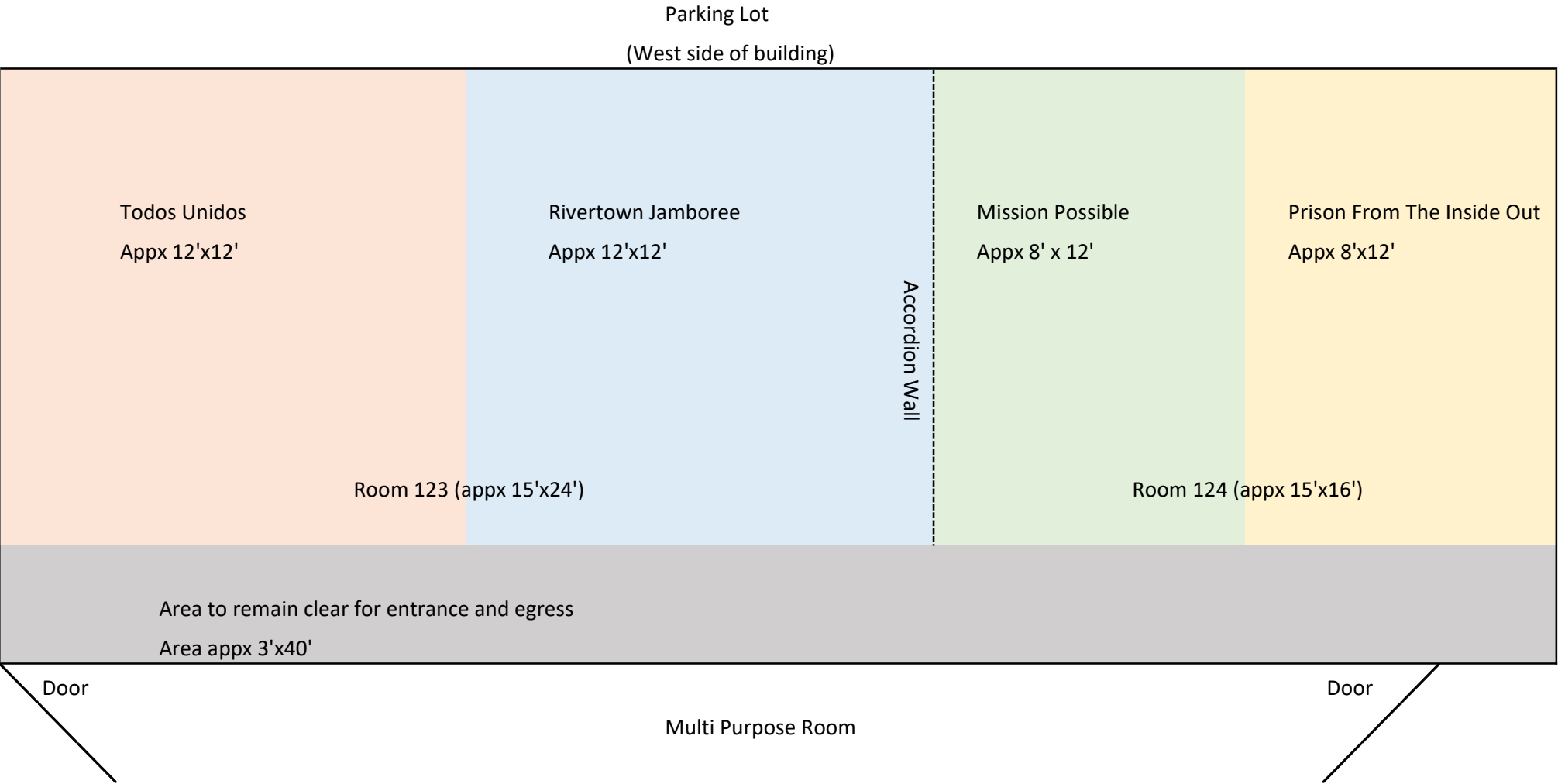


EXHIBIT B

RULES AND REGULATIONS


1. Use shall be limited to Mondays-Fridays from 8am-10pm. No use will be allowed on Saturdays, Sundays, or City Holidays.
2. Tenant will be issued one (1) key to the main entrance of the Nick Rodriguez Community Center and one (1) key to the Workstation area. Tenant will be issued a security alarm code to the building. Tenant shall be responsible for arming the security alarm when they are the last to leave the facility. Tenant shall keep confidential the security alarm code, and shall not make copies of the keys and shall store the keys in a safe location. Tenant shall be responsible to Landlord for all costs incurred by Landlord should Tenant lose or misplace a key.
3. Tenant may only use the restrooms located to the south of the Multi-Purpose room (rooms 117 and 118 on the building plans). Entry into the Senior Center area is not allowed at any time.
4. Use of the conference room (room 121) is available on a limited first come, first served basis. A sign up sheet/ schedule will be posted outside the room. The City will have first priority to use the space when needed.
5. Use of the Property is limited to the areas described in the Lease agreement. No other use of space on the Property is allowed.
6. Tenant may use the parking lot to the west of the building. No spaces are reserved or assigned.
7. The Rules and Regulations apply to Tenant and any Tenant Parties.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: Short Term Lease Agreement with Todos Unidos for Temporary Office Space at the Nick Rodriguez Community Center

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a short-term lease agreement between the City of Antioch and Todos Unidos for designated space at the Nick Rodriguez Center (Attachment B); and
2. Authorizing the City Manager to execute the Agreement.

FISCAL IMPACT

There will be a negligible impact to the City Budget related to the purchase of keys and locks and an anticipated increase in utility costs resulting from an increased use of electricity.

DISCUSSION

Todos Unidos, a non-profit organization, has occupied the Rivertown Resource Center at 301 W. 10th Street, a property owned by the City of Antioch. The City now intends to use the 10th Street location as the future site of the newly established City of Antioch Public Safety and Community Resources Department.

The City notified existing tenants of 301 W. 10th Street of its future plans and has issued a Notice to Vacate to all organizations at the Rivertown Resource Center, including Todos Unidos. To assist with transition and to provide a benefit to the community, the City offered temporary space at the Nick Rodriguez Community Center, at no cost, for one year, subject to City Council approval. Todos Unidos has indicated that its interest in accepting this offer. Therefore, staff seeks approval of a short-term lease agreement between the City and Todos Unidos.

ATTACHMENTS

- A. Resolution
- B. Short Term Lease Agreement

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A SHORT-TERM LEASE AGREEMENT WITH TODOS UNIDOS FOR
TEMPORARY SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, Todos Unidos, a non-profit organization, has been utilizing space at the Rivertown Resource Center located at 301 W. 10th Street Antioch;

WHEREAS, the City of Antioch ("City") now intends to use the property as the future site of the City's newly established Public Safety and Community Resources Department;

WHEREAS, to assist with the transition and to provide a benefit to the community, the City seeks to offer Todos Unidos a short-term lease agreement for temporary space at the Nick Rodriguez Community Center, at no cost for a period of one year, subject to City Council approval; and

WHEREAS, Todos Unidos has indicated interest in accepting this offer.

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

1. Approves a short-term lease agreement between the City and Todos Unidos ("Agreement") in substantially the form of Attachment B, for the use of temporary space at the Nick Rodriguez Community Center; and
2. Authorizes the City Manager to execute the Agreement, subject to approval of form 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 27th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**CITY OF ANTIOCH
SHORT TERM LEASE AGREEMENT
(NON STANDARD)**

FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER

[FOR WORKSTATION IN ROOM 123]

THIS SHORT TERM LEASE AGREEMENT (the “**Lease**”) is made and entered into by and between the City of Antioch (“**Landlord**”) and TODOS UNIDOS (“**Tenant**”), for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, under the following terms and conditions:

1. Introduction. Landlord owns the property located at 213 F Street, located in the City of Antioch, California, and commonly referred to as the Nick Rodriguez Community Center (the “**Property**”). The Property is improved with a community center and other improvements.

2. Description of the Leased Workstation. The Property includes that area commonly referred to as Room 123, which consists of approximately 360 square feet (“**Room 123**”). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately fifty percent of Room 123, consisting of approximately 180 square feet (the “**Workstation**”), as shown on **Exhibit A**.

3. Term, Occupancy, Extension, Termination & Holdover.

a. Term. The term of this Lease shall commence on the date this Lease is executed by both Tenant and Landlord (the “**Commencement Date**”), and shall continue in effect for one (1) year (“**Expiration Date**”) unless earlier terminated as provided herein.

b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Workstation on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 15 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate, Landlord shall deliver possession to Tenant.

c. Workstation Use Termination. In addition to any other right to terminate for default as specified in this Lease, Landlord may terminate this Lease on sixty (60) days’ written notice if Landlord requires the Workstation for a public purpose or if the Property or Workstation are closed for the purposes of renovation or other construction of improvements. Tenant agrees it shall not assert any claims for compensation in the event of termination of this Lease and Landlord shall have no obligation to provide any alternate location for Tenant’s use.

d. Holdover. Tenant shall not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Continued possession, beyond the term of this Lease, notwithstanding any acceptance of rent by Landlord, shall constitute a month-to-month extension of this Lease. During any holdover period, Landlord shall be entitled to rent equal to two times the fair market value of the Workstation, as reasonably determined by the Landlord.

4. Rent. No rent shall be due and payable by Tenant in connection with this Lease during the term.

5. Condition of, and Improvements to Workstation.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Workstation prior to, or as a condition of, Tenant's occupation of the Workstation. However, Landlord reserves the right to close, make alterations or additions to, or change the location of elements of the Property and the Workstation.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Workstation and the Property. Tenant agrees to take possession of the Workstation in an AS-IS condition (which exists on the date this Lease is signed). Landlord makes no representations related to the Workstation or the Property regarding the condition, status, compliance with Laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Workstation to Landlord in as good condition as when originally received, ordinary wear and tear excepted. If Tenant fails to maintain the Workstation in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, at Tenant's sole expense.

6. Use. The Workstation shall only be used by and available to Tenant from 8:00 a.m. through 10:00 p.m. on weekdays, excluding holidays. The Workstation shall be used only for Tenant's nonprofit clerical or business operations or for storage space related to Tenant's nonprofit operations, and not for events, and for no other purpose ("**Permitted Use**"). Tenant shall not use any portion of the Workstation for purposes other than those specified without first obtaining the written consent of Landlord.

a. Unsecured Space. Tenant recognizes and acknowledges that the Workstation is not separated by walls or secured doors from the remainder of Room 123. Room 123 does not have secured doors. In addition, the Workstation is adjacent to that portion of the Property commonly referred to as Room 124, comprised of 240 square feet and separated from Room 123 by an unsecured, accordion wall. Tenant shall be solely responsible for security and storage of any personal property of Tenant within the Workstation, and for providing any furniture, equipment or secured storage containers required by Tenant for use of the Workstation.

b. Adjacent Tenants; Coordination; Rules and Regulations. Tenant agrees to coordinate its activities and use of the Workstation with those of the adjacent tenant in Room 123, and the tenants in Room 124, as identified in Exhibit "A", and with Landlord and other uses of the Property. Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management of the Workstation or Property ("**Rules and Regulations**"), including rules and regulations related to access to and any security codes or keys to access the Property or Workstation. Landlord's initial Rules and Regulations are attached to this Lease as Exhibit "B" and incorporated herein by reference. Landlord shall notify Tenant of all additions or changes to such Rules and Regulations, and shall provide a written copy of any new or modified Rules and Regulations to Tenant. The violations of any such Rules and Regulations shall be deemed a material breach of this Lease by Tenant. Landlord will try to

enforce the Rules and Regulations, to the extent applicable to other tenants or users of the Property, but will not be liable to Tenant for the violation or non-performance of the Rules and Regulations by any other tenant or user of the Property.

c. Use of Property by Public; Emergency Use. Tenant recognizes that the Property is used and accessed by the public as a community center. The Multi-Purpose-Room adjacent to Room 123 is used for a variety of activities that often involve singing, dancing, music, or other noise. Tenant acknowledges that these activities will continue to occur for the duration of the Lease. The Multi-Purpose Room is subject to use by PG&E as a Community Resource Center (CRC) during emergency events. The Workstation may be unavailable for Tenant's use while the CRC is activated. Landlord will provide advance notice, if possible, in such an event. None of the foregoing shall be a violation of this Lease by Landlord.

d. Conference Room. The Property contains a conference room, available only upon prior request and subject to availability. All use of the conference room must be booked in advance with the Parks and Recreation department of the City of Antioch, as further detailed in the attached Exhibit "B".

e. Parking Areas; Access to Workstation. Subject to the attached Rules and Regulations, Tenant shall have the non-exclusive right to use the parking area (first-come first-served basis) and driveways, sidewalks, common area pathways and hallways to and from the parking area and Workstation (the route for which Landlord may designate from time to time), and the restroom identified in Exhibit "B" in common with the other tenants and users of the Property, as well as with Landlord's use of same. Tenant shall not have the right to use any other portions of the Property.

7. Compliance with Laws; Non-Discrimination; Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Workstation or the Property, or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "**Laws**").

b. Tenant herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the use, occupancy, tenure, or enjoyment of the Workstation.

c. Tenant shall not cause or permit any hazardous materials to be brought upon, kept, used, discharged, deposited or leaked in or about the Workstation.

8. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Workstation, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant, occupant or user of the Property or injure or annoy them. Tenant shall not use or allow the Workstation to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment. Tenant shall be

responsible for all damage to the Workstation or any other portion of the Property caused by Tenant or its employees, agents, invitees, contractors or assignees (individually, a “**Tenant Party**” and collectively “**Tenant Parties**”).

9. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Workstation is located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant or any Tenant Parties, in which case Landlord shall promptly cause the repairs to be made at Tenant’s sole expense.

b. Tenant shall, at Tenant’s sole cost and expense, maintain the Workstation except as noted under Section 8(a), above, in good, clean condition and repair.

c. Tenant shall, at its sole expense, (a) within the Workstation, provide separate and suitable water-tight receptacles for all garbage and refuse produced or accumulated in the Workstation; and (b) at the close of each day (and more often if required by Landlord) remove the same to any garbage area as designated by Landlord.

10. Utility Charges. Tenant shall not be charged for normal utility usage. Landlord shall not be responsible for any interruptions or disturbance of service. No internet service is provided, and any provision and installation of internet service shall be at Tenant’s sole cost and subject to the reasonable approval of Landlord.

11. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section, be responsible for payment of property taxes levied against such possessory interest.

12. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Workstation.

13. Assignment and Subletting; Encumbrances. Tenant shall not either voluntarily, or by operation of law, convey, assign, transfer, mortgage, pledge, sublet or encumber any interest in the Workstation including, but not limited to, by deed of trust or other security instrument, during the term of this Lease.

a. Tenant shall not allow any other person (with the exception of Tenant Parties) to occupy or use the Workstation, or any portion thereof, without Landlord’s prior written consent, which may be granted or refused in Landlord’s sole discretion.

b. Any attempted conveyance, assignment, transfer, mortgage, pledge, sublet, encumbrance, deed of trust or any other security instrument shall be void where prior written consent has not first been obtained from Landlord.

14. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Workstation at reasonable times to inspect and examine the same and to make such repairs to the Workstation as the Landlord shall deem advisable, and to show the Workstation to prospective tenants, buyers or lenders.

15. Indemnification.

a. Waiver of Claims. Landlord shall in no way be liable for any loss of property in the Workstation, however occurring, or for any damage done to the effects of Tenant by any employee, consultant, tenant, member of the public, or other outside person, and Landlord shall have no obligation whatsoever to provide security measures for the benefit of the Workstation. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and all Tenant Parties.

b. General Indemnity. Tenant shall indemnify, protect, defend (at Tenant's sole cost and with legal counsel acceptable to Landlord) and hold harmless, Landlord and its officers, officials, employees, contractors, agents and volunteers from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all court costs and attorney fees, arising at any time during or after the term, as a result (directly or indirectly) of or in connection with (i) default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (ii) Tenant's use of the Workstation or any other portion of the Property, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant or any Tenant Parties in or about the Workstation or the Property except as provided by law or for claims caused solely by Landlord's gross negligence or willful misconduct. The obligations of Tenant under this Section 15(b) shall survive the termination or earlier expiration of this Lease.

c. Assumption of Risk. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Workstation and its property including, but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Workstation, arising from any cause.

16. Insurance. Tenant shall obtain and maintain at all times during the term of this Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Tenant or any Tenant Parties. Tenant shall obtain and furnish proof of coverage as to each type of insurance required. The insurance provisions are not to be construed in any way as a limitation on liability under this Lease.

a. Property Insurance. Property insurance to insure against fire, lightening, vandalism and malicious mischief, covering damage to or loss of any of Tenant's personal property, fixtures, equipment, improvement and alterations, including electronic data processing equipment (collectively, "**Tenant's Property**") (and coverage for 100% of the replacement cost thereof including business interruption of Tenant);

b. Liability Insurance. Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability, products/completed operations. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, and shall include coverage for liability assumed under this Lease as an "**Insured Contract**" for the performance of Tenant's indemnity obligations under this Lease;

c. Worker's Compensation. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Workstation including coverage for all states and, if applicable, voluntary compensation, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);

d. Umbrella/Excess Liability Insurance. Umbrella or excess liability insurance may be used to satisfy the limits required in Section 15(a) and (b) above. The umbrella liability or excess liability policy shall be written on an "occurrence" form with a self-insured retention no greater than Ten Thousand Dollars (\$10,000). Such policies shall name Landlord as an additional insured and shall be primary to any insurance maintained by Landlord.

e. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Workstation and/or the building in which the Workstation are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Workstation and/or the building in which the Workstation are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

f. Ratings, Certificates. All policies shall be taken out with insurers licensed to do business in California with a current Best Rating of (A, VII) and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Workstation, unless otherwise allowed by Landlord. Such certificates of insurance must specifically show all the special policy conditions required in this paragraph, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy.

g. Additional Insureds; Endorsements. With respect to CGL Insurance, Tenant shall name Landlord, its officers, officials, employees, agents and volunteers as additional insureds with respect to any claims arising out of Tenant's operations in or upon the Workstation. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy.

17. Damage or Destruction of Workstation. In the event that repairs are necessary to alleviate structural hazards because the Workstation are damaged by the elements, acts of God, or other circumstances not caused by the negligence or willful misconduct of Tenant Parties, Tenant shall

inform Landlord in writing of such necessity. Landlord shall then have the option, in its sole discretion, to either immediately terminate this Lease or to provide for the necessary repairs.

18. Default. The occurrence of any of the following shall constitute a default by Tenant:

a. Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

b. Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10) day period and thereafter diligently pursues it to completion.

c. Institution of voluntary bankruptcy proceedings by Tenant; Institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

d. The abandonment of the Workstation by Tenant, or the vacation (hereby defined to be sixty (60) or more consecutive days of continual absence from the Workstation) of the Workstation by Tenant.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Workstation.

19. Landlord's Remedies. In the event of any such material breach or default by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, do any of the following:

a. Terminate the Lease on written notice to Tenant, in which case Tenant shall immediately surrender possession of the Property to Landlord on the termination date specified by Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Property, including all attorneys' fees and court costs incurred, if any.

b. Maintain Tenant's right to possession in which case this Lease shall continue in effect, and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease.

c. Pursue any other remedy available to Landlord at law or in equity.

20. Signs. All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Workstation, whether inside or outside the Workstation, shall be subject to Landlord's prior written approval and shall be subject to compliance with any applicable Laws,

including local sign ordinances and Historic Preservation laws. Unapproved signs, banners, flags, etc., shall be removed by Tenant upon Landlord's request.

21. Relocation Benefits. Tenant agrees that its use of Workstation or this Lease shall not entitle Tenant to any relocation benefits pursuant to federal, state or local law and waives any such claim against Landlord.

22. Condemnation. If the Workstation or the Property is taken by condemnation, the Lease shall terminate on the date of the acquisition.

23. No Dedication. Nothing contained in this Lease shall be deemed a gift or dedication of any portion of the Workstation to or for the general public or for any public purpose whatsoever.

24. Reservations. Landlord reserves the right, without the consent of Tenant, to grant such easements, licenses, rights or dedications that Landlord deems necessary.

25. No Personal Liability. No member, officer, official or employee of the Landlord shall be personally liable in the event of any default or breach by the Landlord.

26. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Workstation and to Landlord at: City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attn. City Manager.

27. Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver.

28. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

29. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The words "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

31. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

32. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. Venue shall be in Contra Costa County. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

33. Authority. Tenant and Landlord warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each party for whom they sign to perform as provided herein.

34. No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.

35. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

36. Counterparts. This Lease may be signed in counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on following page]

**SIGNATURE PAGE TO
CITY OF ANTIOCH
SHORT TERM LEASE AGREEMENT
(NON STANDARD)
FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

TENANT

Date: _____

By: _____
Angel G. Luevanos,
Executive Director, Todos Unidos

LANDLORD

CITY OF ANTIOCH

Date: _____

By: _____
Cornelius Johnson, Interim City Manager

ATTEST:

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

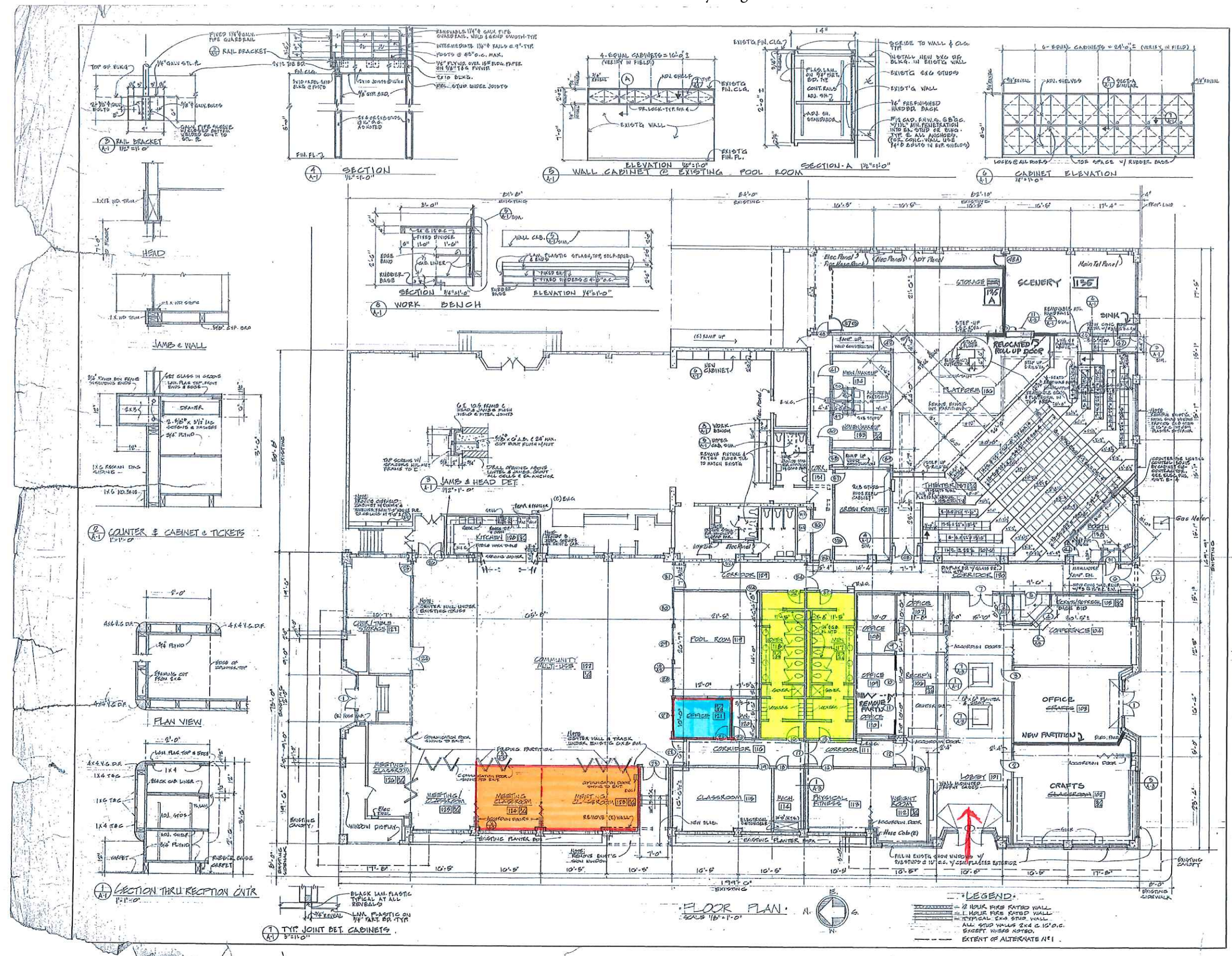
By: _____
Thomas Lloyd Smith, City Attorney

EXHIBIT A

**DEPICTION OF WORKSTATION
AND REMAINDER OF ROOM 123 AND ROOM 124**

[attached behind this page]

Exhibit A: Facility Diagram



confer crossen & nance
ARCHITECTURE & PLANNING
1200 CONTRA COSTA BLVD.
CONCORD, CA 94521
AREA CODE 415
485-2222

principals
PETER W. CONFER
JAMES R. CROSSEN, architect
JOHN R. NANCE, architect
associates
PETER O. LEKAS
WILLIAM A. KIRBY, architect
EDWARD S. TANOVITZ, architect

owner
architect
James Crossen
structural engineer
consulting engineer
James Crossen
CITY ENGINEER 10-11-77
LOCATION MAP

project
ANTIOCH COMMUNITY CENTER
300 E. 1st STREET
FOR CITY OF ANTIOCH
ANTIOCH, CALIFORNIA

sheet title
FLOOR PLAN
date
Oct 17 1977
sheet number
A-1
"AS BUILT"
PW 317

- Workstation Area
(Rm 123 & 124)
- Bookable Conference Room
(Rm 121)
- Restrooms
(Rm 117 & 118)
- Main Facility Entrance

Exhibit A: Workstation Area Diagram

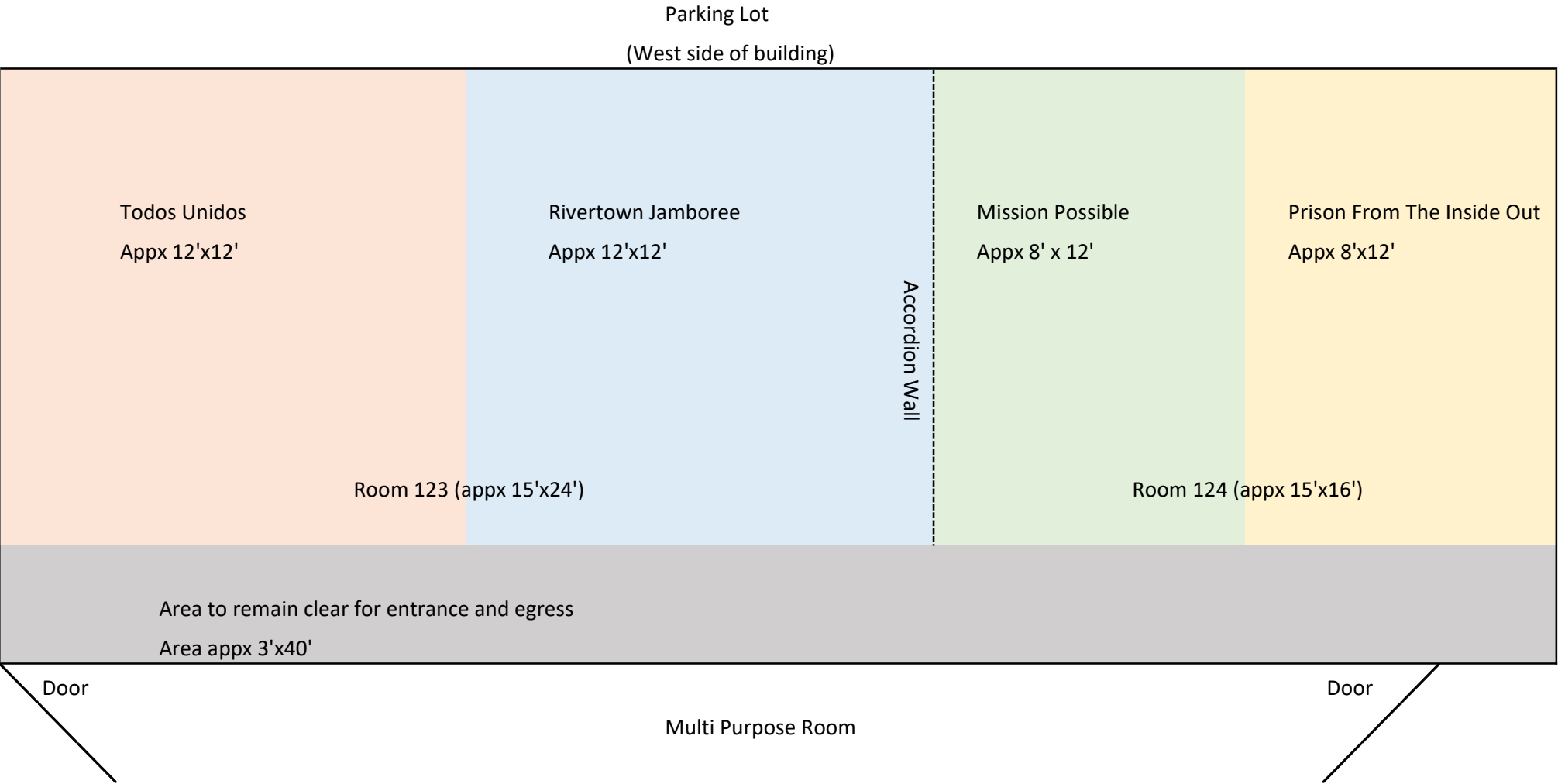


EXHIBIT B

RULES AND REGULATIONS


1. Use shall be limited to Mondays-Fridays from 8am-10pm. No use will be allowed on Saturdays, Sundays, or City Holidays.
2. Tenant will be issued one (1) key to the main entrance of the Nick Rodriguez Community Center and one (1) key to the Workstation area. Tenant will be issued a security alarm code to the building. Tenant shall be responsible for arming the security alarm when they are the last to leave the facility. Tenant shall keep confidential the security alarm code, and shall not make copies of the keys and shall store the keys in a safe location. Tenant shall be responsible to Landlord for all costs incurred by Landlord should Tenant lose or misplace a key.
3. Tenant may only use the restrooms located to the south of the Multi-Purpose room (rooms 117 and 118 on the building plans). Entry into the Senior Center area is not allowed at any time.
4. Use of the conference room (room 121) is available on a limited first come, first served basis. A sign up sheet/ schedule will be posted outside the room. The City will have first priority to use the space when needed.
5. Use of the Property is limited to the areas described in the Lease agreement. No other use of space on the Property is allowed.
6. Tenant may use the parking lot to the west of the building. No spaces are reserved or assigned.
7. The Rules and Regulations apply to Tenant and any Tenant Parties.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: Short Term Lease Agreement with Prison From the Inside Out for Temporary Office Space at the Nick Rodriguez Community Center

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a short-term lease agreement between the City of Antioch and Prison From the Inside Out for designated space at the Nick Rodriguez Center (Attachment B); and
2. Authorizing the City Manager to execute the Agreement.

FISCAL IMPACT

There will be a negligible impact to the City Budget related to the purchase of keys and locks and an anticipated increase in utility costs resulting from an increased use of electricity.

DISCUSSION

Prison From the Inside Out, a non-profit organization, has occupied the Rivertown Resource Center at 301 W. 10th Street, a property owned by the City of Antioch. The City now intends to use the 10th Street location as the future site of the newly established City of Antioch Public Safety and Community Resources Department.

The City notified existing tenants of 301 W. 10th Street of its future plans and has issued a Notice to Vacate to all organizations at the Rivertown Resource Center, including Prison From the Inside Out. To assist with transition and to provide a benefit to the community, the City offered temporary space at the Nick Rodriguez Community Center, at no cost, for one year, subject to City Council approval. Prison From the Inside Out has indicated that its interest in accepting this offer. Therefore, staff seeks approval of a short-term lease agreement between the City and Prison From the Inside Out.

ATTACHMENTS

- A. Resolution
- B. Short Term Lease Agreement

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A SHORT-TERM LEASE AGREEMENT WITH PRISON FROM THE
INSIDE OUT FOR TEMPORARY SPACE AT THE NICK RODRIGUEZ COMMUNITY
CENTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT**

WHEREAS, Prison From the Inside Out, a non-profit organization, has been utilizing space at the Rivertown Resource Center located at 301 W. 10th Street Antioch;

WHEREAS, the City of Antioch ("City") now intends to use the property as the future site of the City's newly established Public Safety and Community Resources Department;

WHEREAS, to assist with the transition and to provide a benefit to the community, the City seeks to offer Prison From the Inside Out a short-term lease agreement for temporary space at the Nick Rodriguez Community Center, at no cost for a period of one year, subject to City Council approval; and

WHEREAS, Prison From the Inside Out has indicated interest in accepting this offer.

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

1. Approves a short-term lease agreement between the City and Prison From the Inside Out ("Agreement") in substantially the form of Attachment B, for the use of temporary space at the Nick Rodriguez Community Center; and
2. Authorizes the City Manager to execute the Agreement, subject to approval of form 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 27th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**CITY OF ANTIOCH
SHORT TERM LEASE AGREEMENT
(NON STANDARD)**

FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER

[FOR WORKSTATION IN ROOM 124]

THIS SHORT TERM LEASE AGREEMENT (the “**Lease**”) is made and entered into by and between the City of Antioch (“**Landlord**”) and PRISON FROM THE INSIDE OUT (“**Tenant**”), for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, under the following terms and conditions:

1. Introduction. Landlord owns the property located at 213 F Street, located in the City of Antioch, California, and commonly referred to as the Nick Rodriguez Community Center (the “**Property**”). The Property is improved with a community center and other improvements.

2. Description of the Leased Workstation. The Property includes that area commonly referred to as Room 124, which consists of approximately 240 square feet (“**Room 124**”). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately fifty percent of Room 124, consisting of approximately 120 square feet (the “**Workstation**”), as shown on **Exhibit A**.

3. Term, Occupancy, Extension, Termination & Holdover.

a. Term. The term of this Lease shall commence on the date this Lease is executed by both Tenant and Landlord (the “**Commencement Date**”), and shall continue in effect for one (1) year (“**Expiration Date**”) unless earlier terminated as provided herein.

b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Workstation on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 15 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate, Landlord shall deliver possession to Tenant.

c. Workstation Use Termination. In addition to any other right to terminate for default as specified in this Lease, Landlord may terminate this Lease on sixty (60) days’ written notice if Landlord requires the Workstation for a public purpose or if the Property or Workstation are closed for the purposes of renovation or other construction of improvements. Tenant agrees it shall not assert any claims for compensation in the event of termination of this Lease and Landlord shall have no obligation to provide any alternate location for Tenant’s use.

d. Holdover. Tenant shall not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Continued possession, beyond the term of this Lease, notwithstanding any acceptance of rent by Landlord, shall constitute a month-to-month extension of this Lease. During any holdover period, Landlord shall be entitled to rent equal to two times the fair market value of the Workstation, as reasonably determined by the Landlord.

4. Rent. No rent shall be due and payable by Tenant in connection with this Lease during the term.

5. Condition of, and Improvements to Workstation.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Workstation prior to, or as a condition of, Tenant's occupation of the Workstation. However, Landlord reserves the right to close, make alterations or additions to, or change the location of elements of the Property and the Workstation.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Workstation and the Property. Tenant agrees to take possession of the Workstation in an AS-IS condition (which exists on the date this Lease is signed). Landlord makes no representations related to the Workstation or the Property regarding the condition, status, compliance with Laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Workstation to Landlord in as good condition as when originally received, ordinary wear and tear excepted. If Tenant fails to maintain the Workstation in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, at Tenant's sole expense.

6. Use. The Workstation shall only be used by and available to Tenant from 8:00 a.m. through 10:00 p.m. on weekdays, excluding holidays. The Workstation shall be used only for Tenant's nonprofit clerical or business operations or for storage space related to Tenant's nonprofit operations, and not for events, and for no other purpose ("**Permitted Use**"). Tenant shall not use any portion of the Workstation for purposes other than those specified without first obtaining the written consent of Landlord.

a. Unsecured Space. Tenant recognizes and acknowledges that the Workstation is not separated by walls or secured doors from the remainder of Room 124. Room 124 does not have secured doors. In addition, the Workstation is adjacent to that portion of the Property commonly referred to as Room 123, comprised of 360 square feet and separated from Room 124 by an unsecured, accordion wall. Tenant shall be solely responsible for security and storage of any personal property of Tenant within the Workstation, and for providing any furniture, equipment or secured storage containers required by Tenant for use of the Workstation.

b. Adjacent Tenants; Coordination; Rules and Regulations. Tenant agrees to coordinate its activities and use of the Workstation with those of the adjacent tenant in Room 123, and the tenants in Room 124, as identified in Exhibit "A", and with Landlord and other uses of the Property. Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management of the Workstation or Property ("**Rules and Regulations**"), including rules and regulations related to access to and any security codes or keys to access the Property or Workstation. Landlord's initial Rules and Regulations are attached to this Lease as Exhibit "B" and incorporated herein by reference. Landlord shall notify Tenant of all additions or changes to such Rules and Regulations, and shall provide a written copy of any new or modified Rules and Regulations to Tenant. The violations of any such Rules and Regulations shall be deemed a material breach of this Lease by Tenant. Landlord will try to

enforce the Rules and Regulations, to the extent applicable to other tenants or users of the Property, but will not be liable to Tenant for the violation or non-performance of the Rules and Regulations by any other tenant or user of the Property.

c. Use of Property by Public; Emergency Use. Tenant recognizes that the Property is used and accessed by the public as a community center. The Multi-Purpose-Room adjacent to Room 124 is used for a variety of activities that often involve singing, dancing, music, or other noise. Tenant acknowledges that these activities will continue to occur for the duration of the Lease. The Multi-Purpose Room is subject to use by PG&E as a Community Resource Center (CRC) during emergency events. The Workstation may be unavailable for Tenant's use while the CRC is activated. Landlord will provide advance notice, if possible, in such an event. None of the foregoing shall be a violation of this Lease by Landlord.

d. Conference Room. The Property contains a conference room, available only upon prior request and subject to availability. All use of the conference room must be booked in advance with the Parks and Recreation department of the City of Antioch, as further detailed in the attached Exhibit "B".

e. Parking Areas; Access to Workstation. Subject to the attached Rules and Regulations, Tenant shall have the non-exclusive right to use the parking area (first-come first-served basis) and driveways, sidewalks, common area pathways and hallways to and from the parking area and Workstation (the route for which Landlord may designate from time to time), and the restroom identified in Exhibit "B" in common with the other tenants and users of the Property, as well as with Landlord's use of same. Tenant shall not have the right to use any other portions of the Property.

7. Compliance with Laws; Non-Discrimination; Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Workstation or the Property, or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "**Laws**").

b. Tenant herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the use, occupancy, tenure, or enjoyment of the Workstation.

c. Tenant shall not cause or permit any hazardous materials to be brought upon, kept, used, discharged, deposited or leaked in or about the Workstation.

8. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Workstation, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant, occupant or user of the Property or injure or annoy them. Tenant shall not use or allow the Workstation to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment. Tenant shall be

responsible for all damage to the Workstation or any other portion of the Property caused by Tenant or its employees, agents, invitees, contractors or assignees (individually, a “**Tenant Party**” and collectively “**Tenant Parties**”).

9. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Workstation is located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant or any Tenant Parties, in which case Landlord shall promptly cause the repairs to be made at Tenant’s sole expense.

b. Tenant shall, at Tenant’s sole cost and expense, maintain the Workstation except as noted under Section 8(a), above, in good, clean condition and repair.

c. Tenant shall, at its sole expense, (a) within the Workstation, provide separate and suitable water-tight receptacles for all garbage and refuse produced or accumulated in the Workstation; and (b) at the close of each day (and more often if required by Landlord) remove the same to any garbage area as designated by Landlord.

10. Utility Charges. Tenant shall not be charged for normal utility usage. Landlord shall not be responsible for any interruptions or disturbance of service. No internet service is provided, and any provision and installation of internet service shall be at Tenant’s sole cost and subject to the reasonable approval of Landlord.

11. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section, be responsible for payment of property taxes levied against such possessory interest.

12. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Workstation.

13. Assignment and Subletting; Encumbrances. Tenant shall not either voluntarily, or by operation of law, convey, assign, transfer, mortgage, pledge, sublet or encumber any interest in the Workstation including, but not limited to, by deed of trust or other security instrument, during the term of this Lease.

a. Tenant shall not allow any other person (with the exception of Tenant Parties) to occupy or use the Workstation, or any portion thereof, without Landlord’s prior written consent, which may be granted or refused in Landlord’s sole discretion.

b. Any attempted conveyance, assignment, transfer, mortgage, pledge, sublet, encumbrance, deed of trust or any other security instrument shall be void where prior written consent has not first been obtained from Landlord.

14. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Workstation at reasonable times to inspect and examine the same and to make such repairs to the Workstation as the Landlord shall deem advisable, and to show the Workstation to prospective tenants, buyers or lenders.

15. Indemnification.

a. Waiver of Claims. Landlord shall in no way be liable for any loss of property in the Workstation, however occurring, or for any damage done to the effects of Tenant by any employee, consultant, tenant, member of the public, or other outside person, and Landlord shall have no obligation whatsoever to provide security measures for the benefit of the Workstation. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and all Tenant Parties.

b. General Indemnity. Tenant shall indemnify, protect, defend (at Tenant's sole cost and with legal counsel acceptable to Landlord) and hold harmless, Landlord and its officers, officials, employees, contractors, agents and volunteers from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all court costs and attorney fees, arising at any time during or after the term, as a result (directly or indirectly) of or in connection with (i) default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (ii) Tenant's use of the Workstation or any other portion of the Property, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant or any Tenant Parties in or about the Workstation or the Property except as provided by law or for claims caused solely by Landlord's gross negligence or willful misconduct. The obligations of Tenant under this Section 15(b) shall survive the termination or earlier expiration of this Lease.

c. Assumption of Risk. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Workstation and its property including, but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Workstation, arising from any cause.

16. Insurance. Tenant shall obtain and maintain at all times during the term of this Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Tenant or any Tenant Parties. Tenant shall obtain and furnish proof of coverage as to each type of insurance required. The insurance provisions are not to be construed in any way as a limitation on liability under this Lease.

a. Property Insurance. Property insurance to insure against fire, lightening, vandalism and malicious mischief, covering damage to or loss of any of Tenant's personal property, fixtures, equipment, improvement and alterations, including electronic data processing equipment (collectively, "**Tenant's Property**") (and coverage for 100% of the replacement cost thereof including business interruption of Tenant);

b. Liability Insurance. Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability, products/completed operations. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, and shall include coverage for liability assumed under this Lease as an "**Insured Contract**" for the performance of Tenant's indemnity obligations under this Lease;

c. Worker's Compensation. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Workstation including coverage for all states and, if applicable, voluntary compensation, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);

d. Umbrella/Excess Liability Insurance. Umbrella or excess liability insurance may be used to satisfy the limits required in Section 15(a) and (b) above. The umbrella liability or excess liability policy shall be written on an "occurrence" form with a self-insured retention no greater than Ten Thousand Dollars (\$10,000). Such policies shall name Landlord as an additional insured and shall be primary to any insurance maintained by Landlord.

e. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Workstation and/or the building in which the Workstation are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Workstation and/or the building in which the Workstation are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

f. Ratings, Certificates. All policies shall be taken out with insurers licensed to do business in California with a current Best Rating of (A, VII) and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Workstation, unless otherwise allowed by Landlord. Such certificates of insurance must specifically show all the special policy conditions required in this paragraph, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy.

g. Additional Insureds; Endorsements. With respect to CGL Insurance, Tenant shall name Landlord, its officers, officials, employees, agents and volunteers as additional insureds with respect to any claims arising out of Tenant's operations in or upon the Workstation. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy.

17. Damage or Destruction of Workstation. In the event that repairs are necessary to alleviate structural hazards because the Workstation are damaged by the elements, acts of God, or other circumstances not caused by the negligence or willful misconduct of Tenant Parties, Tenant shall

inform Landlord in writing of such necessity. Landlord shall then have the option, in its sole discretion, to either immediately terminate this Lease or to provide for the necessary repairs.

18. Default. The occurrence of any of the following shall constitute a default by Tenant:

a. Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

b. Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10) day period and thereafter diligently pursues it to completion.

c. Institution of voluntary bankruptcy proceedings by Tenant; Institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

d. The abandonment of the Workstation by Tenant, or the vacation (hereby defined to be sixty (60) or more consecutive days of continual absence from the Workstation) of the Workstation by Tenant.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Workstation.

19. Landlord's Remedies. In the event of any such material breach or default by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, do any of the following:

a. Terminate the Lease on written notice to Tenant, in which case Tenant shall immediately surrender possession of the Property to Landlord on the termination date specified by Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Property, including all attorneys' fees and court costs incurred, if any.

b. Maintain Tenant's right to possession in which case this Lease shall continue in effect, and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease.

c. Pursue any other remedy available to Landlord at law or in equity.

20. Signs. All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Workstation, whether inside or outside the Workstation, shall be subject to Landlord's prior written approval and shall be subject to compliance with any applicable Laws,

including local sign ordinances and Historic Preservation laws. Unapproved signs, banners, flags, etc., shall be removed by Tenant upon Landlord's request.

21. Relocation Benefits. Tenant agrees that its use of Workstation or this Lease shall not entitle Tenant to any relocation benefits pursuant to federal, state or local law and waives any such claim against Landlord.

22. Condemnation. If the Workstation or the Property is taken by condemnation, the Lease shall terminate on the date of the acquisition.

23. No Dedication. Nothing contained in this Lease shall be deemed a gift or dedication of any portion of the Workstation to or for the general public or for any public purpose whatsoever.

24. Reservations. Landlord reserves the right, without the consent of Tenant, to grant such easements, licenses, rights or dedications that Landlord deems necessary.

25. No Personal Liability. No member, officer, official or employee of the Landlord shall be personally liable in the event of any default or breach by the Landlord.

26. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Workstation and to Landlord at: City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attn. City Manager.

27. Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver.

28. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

29. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The words "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

31. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

32. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. Venue shall be in Contra Costa County. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

33. Authority. Tenant and Landlord warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each party for whom they sign to perform as provided herein.

34. No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.

35. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

36. Counterparts. This Lease may be signed in counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on following page]

**SIGNATURE PAGE TO
CITY OF ANTIOCH
SHORT TERM LEASE AGREEMENT
(NON STANDARD)
FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

TENANT

Date: _____

By: _____
Porshe Taylor,
Executive Director
Prison From the Inside Out

LANDLORD

CITY OF ANTIOCH

Date: _____

By: _____
Cornelius Johnson, Interim City Manager

ATTEST:

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

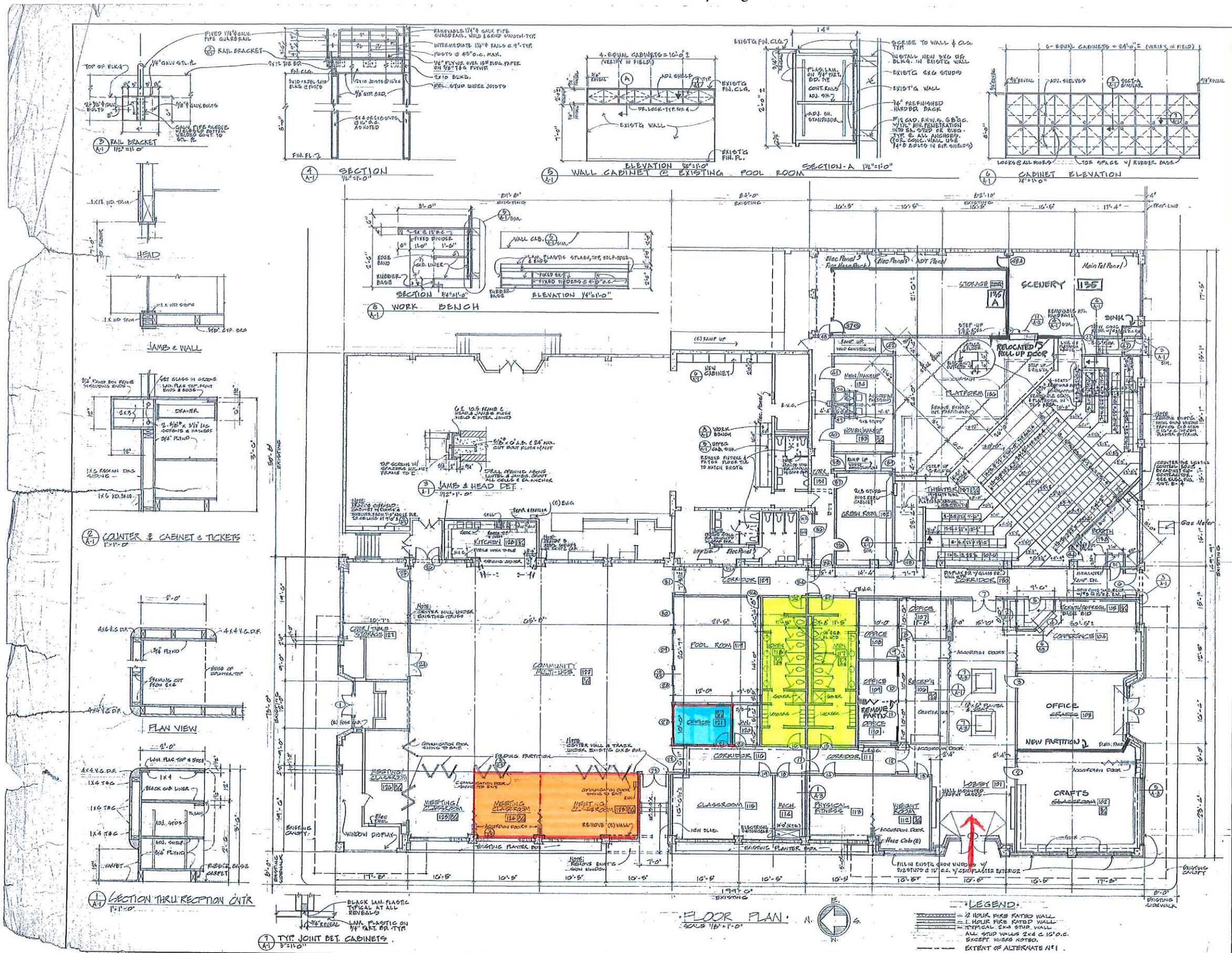
By: _____
Thomas Lloyd Smith, City Attorney

EXHIBIT A

**DEPICTION OF WORKSTATION
AND REMAINDER OF ROOM 123 AND ROOM 124**

[attached behind this page]

Exhibit A: Facility Diagram



confer crossen & nance
ARCHITECTURE & PLANNING

1200 CONTRA COSTA BLVD.
CONCORD, CA 94521
AREA CODE 415
485-2222

principals
PETER W. CONFER
JAMES R. CROSSEN, architect
JOHN R. NANCE, architect

associates
PETER O. LEKAS
WILLIAM A. KIRBY, architect
EDWARD S. TANOVITZ, architect

owner
Antioch Community Center

architect
confer crossen & nance
structural engineer

consulting engineer
James R. Crossen

approvals
City Engineer 10-11-77
LOCATION MAP

project
ANTIOCH COMMUNITY CENTER
300 E. 12th STREET
FOR CITY OF ANTIOCH
ANTIOCH, CALIFORNIA

sheet title
FLOOR PLAN

date
Oct 17 1977

sheet number
A-1
"AS BUILT"

PVI 317

- Workstation Area (Rm 123 & 124)
- Bookable Conference Room (Rm 121)
- Restrooms (Rm 117 & 118)
- Main Facility Entrance

Exhibit A: Workstation Area Diagram

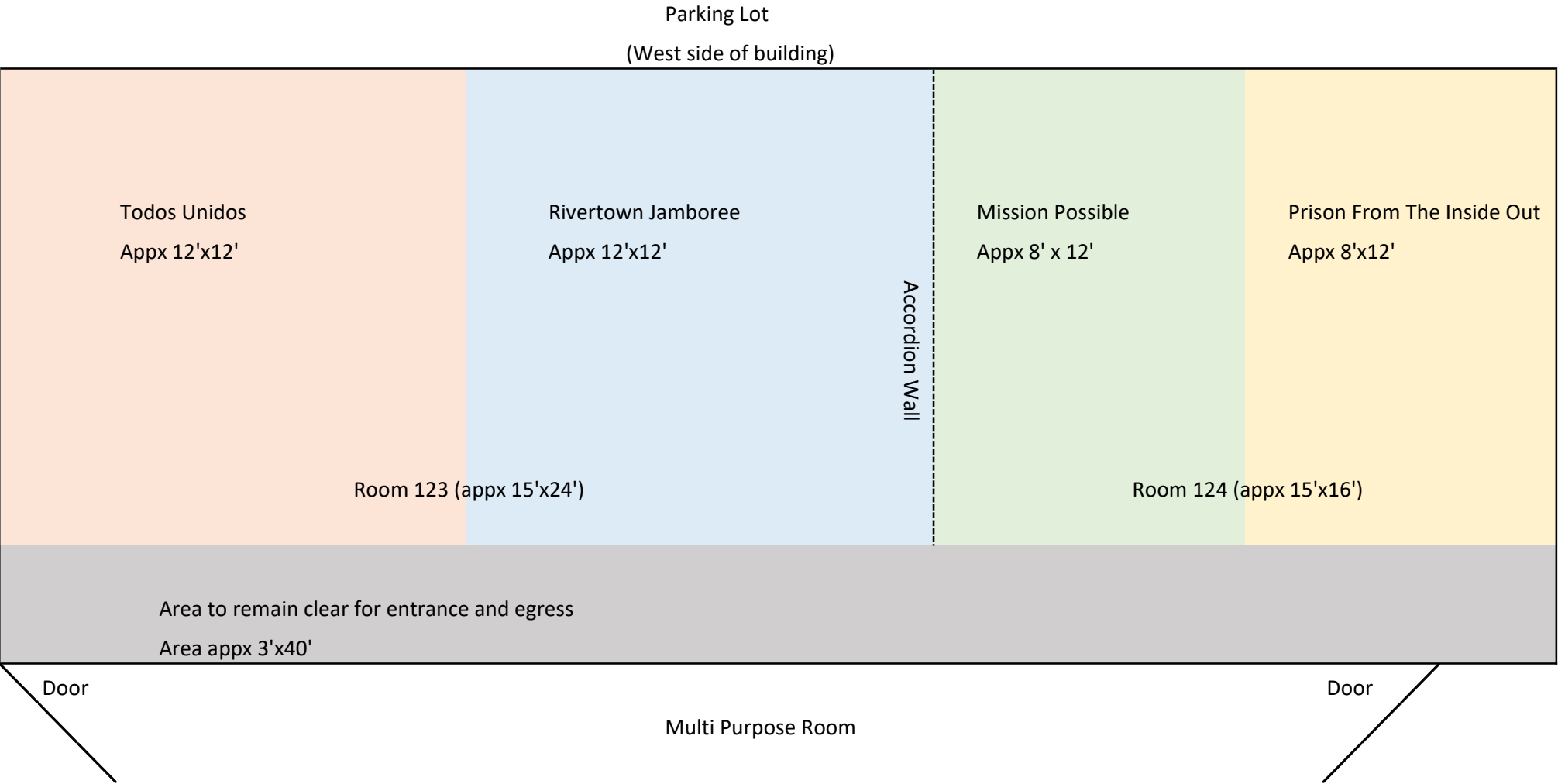


EXHIBIT B

RULES AND REGULATIONS


1. Use shall be limited to Mondays-Fridays from 8am-10pm. No use will be allowed on Saturdays, Sundays, or City Holidays.
2. Tenant will be issued one (1) key to the main entrance of the Nick Rodriguez Community Center and one (1) key to the Workstation area. Tenant will be issued a security alarm code to the building. Tenant shall be responsible for arming the security alarm when they are the last to leave the facility. Tenant shall keep confidential the security alarm code, and shall not make copies of the keys and shall store the keys in a safe location. Tenant shall be responsible to Landlord for all costs incurred by Landlord should Tenant lose or misplace a key.
3. Tenant may only use the restrooms located to the south of the Multi-Purpose room (rooms 117 and 118 on the building plans). Entry into the Senior Center area is not allowed at any time.
4. Use of the conference room (room 121) is available on a limited first come, first served basis. A sign up sheet/ schedule will be posted outside the room. The City will have first priority to use the space when needed.
5. Use of the Property is limited to the areas described in the Lease agreement. No other use of space on the Property is allowed.
6. Tenant may use the parking lot to the west of the building. No spaces are reserved or assigned.
7. The Rules and Regulations apply to Tenant and any Tenant Parties.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: Short Term Lease Agreement with Mission Possible for Temporary Office Space at the Nick Rodriguez Community Center

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a short-term lease agreement between the City of Antioch and Mission Possible for designated space at the Nick Rodriguez Center (Attachment B); and
2. Authorizing the City Manager to execute the Agreement.

FISCAL IMPACT

There will be a negligible impact to the City Budget related to the purchase of keys and locks and an anticipated increase in utility costs resulting from an increased use of electricity.

DISCUSSION

Mission Possible, a non-profit organization, has occupied the Rivertown Resource Center at 301 W. 10th Street, a property owned by the City of Antioch. The City now intends to use the 10th Street location as the future site of the newly established City of Antioch Public Safety and Community Resources Department.

The City notified existing tenants of 301 W. 10th Street of its future plans and has issued a Notice to Vacate to all organizations at the Rivertown Resource Center, including Mission Possible. To assist with transition and to provide a benefit to the community, the City offered temporary space at the Nick Rodriguez Community Center, at no cost, for one year, subject to City Council approval. Mission Possible has indicated that its interest in accepting this offer. Therefore, staff seeks approval of a short-term lease agreement between the City and Mission Possible.

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- A. Resolution
- B. Short Term Lease Agreement

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A SHORT-TERM LEASE AGREEMENT WITH MISSION POSSIBLE
FOR TEMPORARY SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, Mission Possible, a non-profit organization, has been utilizing space at the Rivertown Resource Center located at 301 W. 10th Street Antioch;

WHEREAS, the City of Antioch ("City") now intends to use the property as the future site of the City's newly established Public Safety and Community Resources Department;

WHEREAS, to assist with the transition and to provide a benefit to the community, the City seeks to offer Mission Possible a short-term lease agreement for temporary space at the Nick Rodriguez Community Center, at no cost for a period of one year, subject to City Council approval; and

WHEREAS, Mission Possible has indicated interest in accepting this offer.

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

1. Approves a short-term lease agreement between the City and Mission Possible ("Agreement") in substantially the form of Attachment B, for the use of temporary space at the Nick Rodriguez Community Center; and
2. Authorizes the City Manager to execute the Agreement, subject to approval of form 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 27th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**CITY OF ANTIOCH
SHORT TERM LEASE AGREEMENT
(NON STANDARD)**

FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER

[FOR WORKSTATION IN ROOM 124]

THIS SHORT TERM LEASE AGREEMENT (the “**Lease**”) is made and entered into by and between the City of Antioch (“**Landlord**”) and MISSION POSSIBLE (“**Tenant**”), for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, under the following terms and conditions:

1. Introduction. Landlord owns the property located at 213 F Street, located in the City of Antioch, California, and commonly referred to as the Nick Rodriguez Community Center (the “**Property**”). The Property is improved with a community center and other improvements.

2. Description of the Leased Workstation. The Property includes that area commonly referred to as Room 124, which consists of approximately 240 square feet (“**Room 124**”). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately fifty percent of Room 124, consisting of approximately 120 square feet (the “**Workstation**”), as shown on **Exhibit A**.

3. Term, Occupancy, Extension, Termination & Holdover.

a. Term. The term of this Lease shall commence on the date this Lease is executed by both Tenant and Landlord (the “**Commencement Date**”), and shall continue in effect for one (1) year (“**Expiration Date**”) unless earlier terminated as provided herein.

b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Workstation on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 15 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate, Landlord shall deliver possession to Tenant.

c. Workstation Use Termination. In addition to any other right to terminate for default as specified in this Lease, Landlord may terminate this Lease on sixty (60) days’ written notice if Landlord requires the Workstation for a public purpose or if the Property or Workstation are closed for the purposes of renovation or other construction of improvements. Tenant agrees it shall not assert any claims for compensation in the event of termination of this Lease and Landlord shall have no obligation to provide any alternate location for Tenant’s use.

d. Holdover. Tenant shall not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Continued possession, beyond the term of this Lease, notwithstanding any acceptance of rent by Landlord, shall constitute a month-to-month extension of this Lease. During any holdover period, Landlord shall be entitled to rent equal to two times the fair market value of the Workstation, as reasonably determined by the Landlord.

4. Rent. No rent shall be due and payable by Tenant in connection with this Lease during the term.

5. Condition of, and Improvements to Workstation.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Workstation prior to, or as a condition of, Tenant's occupation of the Workstation. However, Landlord reserves the right to close, make alterations or additions to, or change the location of elements of the Property and the Workstation.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Workstation and the Property. Tenant agrees to take possession of the Workstation in an AS-IS condition (which exists on the date this Lease is signed). Landlord makes no representations related to the Workstation or the Property regarding the condition, status, compliance with Laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Workstation to Landlord in as good condition as when originally received, ordinary wear and tear excepted. If Tenant fails to maintain the Workstation in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, at Tenant's sole expense.

6. Use. The Workstation shall only be used by and available to Tenant from 8:00 a.m. through 10:00 p.m. on weekdays, excluding holidays. The Workstation shall be used only for Tenant's nonprofit clerical or business operations or for storage space related to Tenant's nonprofit operations, and not for events, and for no other purpose ("**Permitted Use**"). Tenant shall not use any portion of the Workstation for purposes other than those specified without first obtaining the written consent of Landlord.

a. Unsecured Space. Tenant recognizes and acknowledges that the Workstation is not separated by walls or secured doors from the remainder of Room 124. Room 124 does not have secured doors. In addition, the Workstation is adjacent to that portion of the Property commonly referred to as Room 123, comprised of 360 square feet and separated from Room 124 by an unsecured, accordion wall. Tenant shall be solely responsible for security and storage of any personal property of Tenant within the Workstation, and for providing any furniture, equipment or secured storage containers required by Tenant for use of the Workstation.

b. Adjacent Tenants; Coordination; Rules and Regulations. Tenant agrees to coordinate its activities and use of the Workstation with those of the adjacent tenant in Room 123, and the tenants in Room 124, as identified in Exhibit "A", and with Landlord and other uses of the Property. Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management of the Workstation or Property ("**Rules and Regulations**"), including rules and regulations related to access to and any security codes or keys to access the Property or Workstation. Landlord's initial Rules and Regulations are attached to this Lease as Exhibit "B" and incorporated herein by reference. Landlord shall notify Tenant of all additions or changes to such Rules and Regulations, and shall provide a written copy of any new or modified Rules and Regulations to Tenant. The violations of any such Rules and Regulations shall be deemed a material breach of this Lease by Tenant. Landlord will try to

enforce the Rules and Regulations, to the extent applicable to other tenants or users of the Property, but will not be liable to Tenant for the violation or non-performance of the Rules and Regulations by any other tenant or user of the Property.

c. Use of Property by Public; Emergency Use. Tenant recognizes that the Property is used and accessed by the public as a community center. The Multi-Purpose-Room adjacent to Room 124 is used for a variety of activities that often involve singing, dancing, music, or other noise. Tenant acknowledges that these activities will continue to occur for the duration of the Lease. The Multi-Purpose Room is subject to use by PG&E as a Community Resource Center (CRC) during emergency events. The Workstation may be unavailable for Tenant's use while the CRC is activated. Landlord will provide advance notice, if possible, in such an event. None of the foregoing shall be a violation of this Lease by Landlord.

d. Conference Room. The Property contains a conference room, available only upon prior request and subject to availability. All use of the conference room must be booked in advance with the Parks and Recreation department of the City of Antioch, as further detailed in the attached Exhibit "B".

e. Parking Areas; Access to Workstation. Subject to the attached Rules and Regulations, Tenant shall have the non-exclusive right to use the parking area (first-come first-served basis) and driveways, sidewalks, common area pathways and hallways to and from the parking area and Workstation (the route for which Landlord may designate from time to time), and the restroom identified in Exhibit "B" in common with the other tenants and users of the Property, as well as with Landlord's use of same. Tenant shall not have the right to use any other portions of the Property.

7. Compliance with Laws; Non-Discrimination; Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Workstation or the Property, or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "**Laws**").

b. Tenant herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the use, occupancy, tenure, or enjoyment of the Workstation.

c. Tenant shall not cause or permit any hazardous materials to be brought upon, kept, used, discharged, deposited or leaked in or about the Workstation.

8. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Workstation, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant, occupant or user of the Property or injure or annoy them. Tenant shall not use or allow the Workstation to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment. Tenant shall be

responsible for all damage to the Workstation or any other portion of the Property caused by Tenant or its employees, agents, invitees, contractors or assignees (individually, a “**Tenant Party**” and collectively “**Tenant Parties**”).

9. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Workstation is located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant or any Tenant Parties, in which case Landlord shall promptly cause the repairs to be made at Tenant’s sole expense.

b. Tenant shall, at Tenant’s sole cost and expense, maintain the Workstation except as noted under Section 8(a), above, in good, clean condition and repair.

c. Tenant shall, at its sole expense, (a) within the Workstation, provide separate and suitable water-tight receptacles for all garbage and refuse produced or accumulated in the Workstation; and (b) at the close of each day (and more often if required by Landlord) remove the same to any garbage area as designated by Landlord.

10. Utility Charges. Tenant shall not be charged for normal utility usage. Landlord shall not be responsible for any interruptions or disturbance of service. No internet service is provided, and any provision and installation of internet service shall be at Tenant’s sole cost and subject to the reasonable approval of Landlord.

11. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section, be responsible for payment of property taxes levied against such possessory interest.

12. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Workstation.

13. Assignment and Subletting; Encumbrances. Tenant shall not either voluntarily, or by operation of law, convey, assign, transfer, mortgage, pledge, sublet or encumber any interest in the Workstation including, but not limited to, by deed of trust or other security instrument, during the term of this Lease.

a. Tenant shall not allow any other person (with the exception of Tenant Parties) to occupy or use the Workstation, or any portion thereof, without Landlord’s prior written consent, which may be granted or refused in Landlord’s sole discretion.

b. Any attempted conveyance, assignment, transfer, mortgage, pledge, sublet, encumbrance, deed of trust or any other security instrument shall be void where prior written consent has not first been obtained from Landlord.

14. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Workstation at reasonable times to inspect and examine the same and to make such repairs to the Workstation as the Landlord shall deem advisable, and to show the Workstation to prospective tenants, buyers or lenders.

15. Indemnification.

a. Waiver of Claims. Landlord shall in no way be liable for any loss of property in the Workstation, however occurring, or for any damage done to the effects of Tenant by any employee, consultant, tenant, member of the public, or other outside person, and Landlord shall have no obligation whatsoever to provide security measures for the benefit of the Workstation. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and all Tenant Parties.

b. General Indemnity. Tenant shall indemnify, protect, defend (at Tenant's sole cost and with legal counsel acceptable to Landlord) and hold harmless, Landlord and its officers, officials, employees, contractors, agents and volunteers from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all court costs and attorney fees, arising at any time during or after the term, as a result (directly or indirectly) of or in connection with (i) default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (ii) Tenant's use of the Workstation or any other portion of the Property, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant or any Tenant Parties in or about the Workstation or the Property except as provided by law or for claims caused solely by Landlord's gross negligence or willful misconduct. The obligations of Tenant under this Section 15(b) shall survive the termination or earlier expiration of this Lease.

c. Assumption of Risk. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Workstation and its property including, but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Workstation, arising from any cause.

16. Insurance. Tenant shall obtain and maintain at all times during the term of this Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Tenant or any Tenant Parties. Tenant shall obtain and furnish proof of coverage as to each type of insurance required. The insurance provisions are not to be construed in any way as a limitation on liability under this Lease.

a. Property Insurance. Property insurance to insure against fire, lightening, vandalism and malicious mischief, covering damage to or loss of any of Tenant's personal property, fixtures, equipment, improvement and alterations, including electronic data processing equipment (collectively, "**Tenant's Property**") (and coverage for 100% of the replacement cost thereof including business interruption of Tenant);

b. Liability Insurance. Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability, products/completed operations. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, and shall include coverage for liability assumed under this Lease as an "**Insured Contract**" for the performance of Tenant's indemnity obligations under this Lease;

c. Worker's Compensation. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Workstation including coverage for all states and, if applicable, voluntary compensation, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);

d. Umbrella/Excess Liability Insurance. Umbrella or excess liability insurance may be used to satisfy the limits required in Section 15(a) and (b) above. The umbrella liability or excess liability policy shall be written on an "occurrence" form with a self-insured retention no greater than Ten Thousand Dollars (\$10,000). Such policies shall name Landlord as an additional insured and shall be primary to any insurance maintained by Landlord.

e. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Workstation and/or the building in which the Workstation are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Workstation and/or the building in which the Workstation are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

f. Ratings, Certificates. All policies shall be taken out with insurers licensed to do business in California with a current Best Rating of (A, VII) and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Workstation, unless otherwise allowed by Landlord. Such certificates of insurance must specifically show all the special policy conditions required in this paragraph, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy.

g. Additional Insureds; Endorsements. With respect to CGL Insurance, Tenant shall name Landlord, its officers, officials, employees, agents and volunteers as additional insureds with respect to any claims arising out of Tenant's operations in or upon the Workstation. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy.

17. Damage or Destruction of Workstation. In the event that repairs are necessary to alleviate structural hazards because the Workstation are damaged by the elements, acts of God, or other circumstances not caused by the negligence or willful misconduct of Tenant Parties, Tenant shall

inform Landlord in writing of such necessity. Landlord shall then have the option, in its sole discretion, to either immediately terminate this Lease or to provide for the necessary repairs.

18. Default. The occurrence of any of the following shall constitute a default by Tenant:

a. Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

b. Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10) day period and thereafter diligently pursues it to completion.

c. Institution of voluntary bankruptcy proceedings by Tenant; Institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

d. The abandonment of the Workstation by Tenant, or the vacation (hereby defined to be sixty (60) or more consecutive days of continual absence from the Workstation) of the Workstation by Tenant.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Workstation.

19. Landlord's Remedies. In the event of any such material breach or default by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, do any of the following:

a. Terminate the Lease on written notice to Tenant, in which case Tenant shall immediately surrender possession of the Property to Landlord on the termination date specified by Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Property, including all attorneys' fees and court costs incurred, if any.

b. Maintain Tenant's right to possession in which case this Lease shall continue in effect, and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease.

c. Pursue any other remedy available to Landlord at law or in equity.

20. Signs. All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Workstation, whether inside or outside the Workstation, shall be subject to Landlord's prior written approval and shall be subject to compliance with any applicable Laws,

including local sign ordinances and Historic Preservation laws. Unapproved signs, banners, flags, etc., shall be removed by Tenant upon Landlord's request.

21. Relocation Benefits. Tenant agrees that its use of Workstation or this Lease shall not entitle Tenant to any relocation benefits pursuant to federal, state or local law and waives any such claim against Landlord.

22. Condemnation. If the Workstation or the Property is taken by condemnation, the Lease shall terminate on the date of the acquisition.

23. No Dedication. Nothing contained in this Lease shall be deemed a gift or dedication of any portion of the Workstation to or for the general public or for any public purpose whatsoever.

24. Reservations. Landlord reserves the right, without the consent of Tenant, to grant such easements, licenses, rights or dedications that Landlord deems necessary.

25. No Personal Liability. No member, officer, official or employee of the Landlord shall be personally liable in the event of any default or breach by the Landlord.

26. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Workstation and to Landlord at: City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attn. City Manager.

27. Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver.

28. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

29. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The words "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

31. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

32. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. Venue shall be in Contra Costa County. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

33. Authority. Tenant and Landlord warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each party for whom they sign to perform as provided herein.

34. No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.

35. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

36. Counterparts. This Lease may be signed in counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on following page]

**SIGNATURE PAGE TO
CITY OF ANTIOCH
SHORT TERM LEASE AGREEMENT
(NON STANDARD)
FOR SPACE AT THE NICK RODRIGUEZ COMMUNITY CENTER**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

TENANT

Date: _____

By: _____
Elvania Windham-Harbison,
Executive Director, Mission Possible

LANDLORD

CITY OF ANTIOCH

Date: _____

By: _____
Cornelius Johnson, Interim City Manager

ATTEST:

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

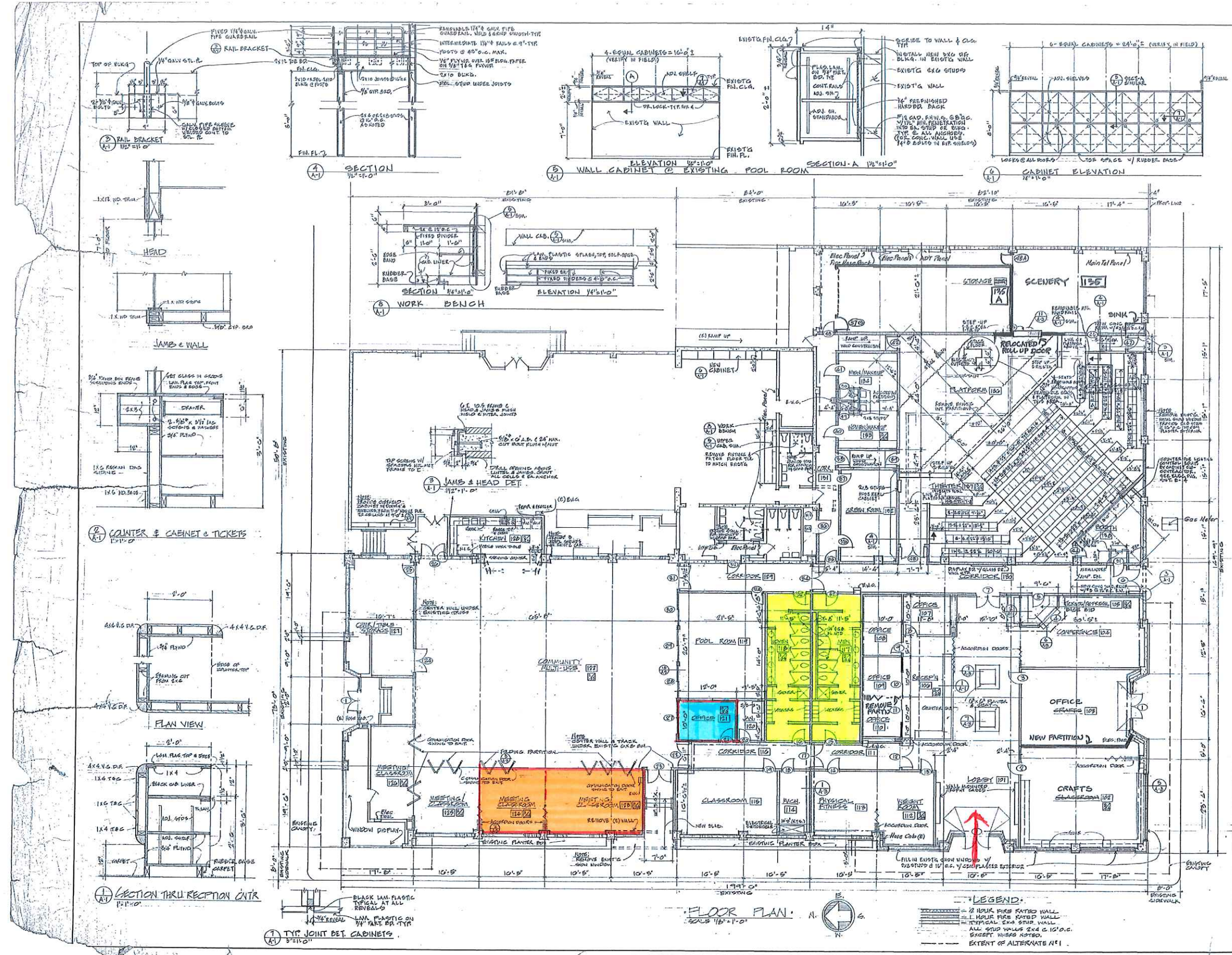
By: _____
Thomas Lloyd Smith, City Attorney

EXHIBIT A

**DEPICTION OF WORKSTATION
AND REMAINDER OF ROOM 123 AND ROOM 124**

[attached behind this page]

Exhibit A: Facility Diagram



confer crossen & nance
ARCHITECTURE & PLANNING

1200 CONTRA COSTA BLVD.
CONCORD, CA 94521
AREA CODE 415
485-2222

principals
PETER W. CONFER
JAMES R. CROSSEN, architect
JOHN R. NANCE, architect

associates
PETER O. LEAS
WILLIAM A. KIRBY, architect
EDWARD S. TANOVITZ, architect

owner
Antioch Community Center

architect
confer crossen & nance
structural engineer

consulting engineer
James R. Crossen

approvals
City Engineer 10-11-77

LOCATION MAP
PROJECT SITE
ANTIOCH

project
ANTIOCH COMMUNITY CENTER
3RD & 2ND STREETS
FOR CITY OF ANTIOCH
ANTIOCH, CALIFORNIA

sheet title
FLOOR PLAN

date
Oct 17 1977

sheet number
A-1
"AS BUILT"

PVI 317

- Workstation Area
(Rm 123 & 124)
- Bookable Conference Room
(Rm 121)
- Restrooms
(Rm 117 & 118)
- Main Facility Entrance

Exhibit A: Workstation Area Diagram

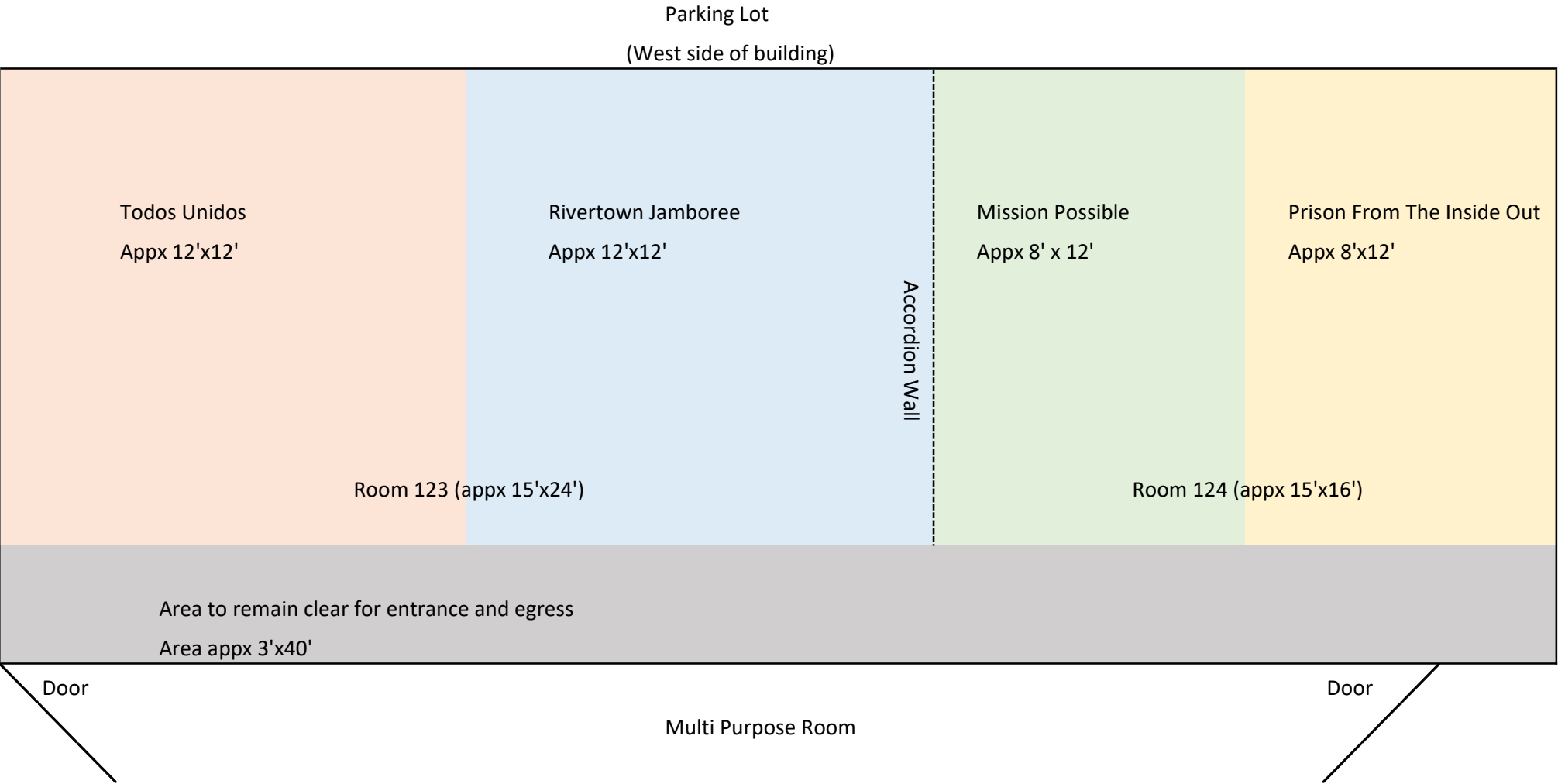


EXHIBIT B

RULES AND REGULATIONS

1. Use shall be limited to Mondays-Fridays from 8am-10pm. No use will be allowed on Saturdays, Sundays, or City Holidays.
2. Tenant will be issued one (1) key to the main entrance of the Nick Rodriguez Community Center and one (1) key to the Workstation area. Tenant will be issued a security alarm code to the building. Tenant shall be responsible for arming the security alarm when they are the last to leave the facility. Tenant shall keep confidential the security alarm code, and shall not make copies of the keys and shall store the keys in a safe location. Tenant shall be responsible to Landlord for all costs incurred by Landlord should Tenant lose or misplace a key.
3. Tenant may only use the restrooms located to the south of the Multi-Purpose room (rooms 117 and 118 on the building plans). Entry into the Senior Center area is not allowed at any time.
4. Use of the conference room (room 121) is available on a limited first come, first served basis. A sign up sheet/ schedule will be posted outside the room. The City will have first priority to use the space when needed.
5. Use of the Property is limited to the areas described in the Lease agreement. No other use of space on the Property is allowed.
6. Tenant may use the parking lot to the west of the building. No spaces are reserved or assigned.
7. The Rules and Regulations apply to Tenant and any Tenant Parties.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Economic Development Director *KPR*

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

SUBJECT: Authorization for the City Manager to Purchase Advertising with Northwest Media Partners for the Faces of Opportunity Campaign for an Amount Not To Exceed \$60,000 for Fiscal Year 2022/23

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution authorizing the City Manager to purchase advertising with Northwest Media Partners for the Faces of Opportunity campaign for an amount not to exceed \$60,000 for fiscal year 2022/23.

FISCAL IMPACT

The Economic Development Department's City Council approved budget for fiscal year 2022/23 includes funding for the city-wide marketing campaign.

DISCUSSION

On December 14, 2021, the City Council approved the marketing campaign called the "Faces of Opportunity". The campaign focuses on real people that make Antioch a city of opportunity. The marketing team has selected a number of individuals who have compelling and inspirational stories to share.

The City Council previously authorized staff to execute media purchases not exceeding \$185,000. However, the process of conducting the interviews, scheduling of the photography shoots, and creating the creative content extended beyond June 30, 2022. Consequently, the funds authorized for media purchases were not expended.

City purchasing policies require City Council authorization for payment of funds to any single vendor that exceeds \$50,000. Northwest Media Partners was selected by the City's media purchasing vendor, Orange22. Staff is requesting authorization to purchase media from Northwest Media Partners for an amount not to exceed \$60,000

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2022/XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO PURCHASE ADVERTISING WITH NORTHWEST MEDIA PARTNERS FOR THE FACES OF OPPORTUNITY CAMPAIGN FOR AN AMOUNT NOT TO EXCEED \$60,000 FOR FISCAL YEAR 2022/23

WHEREAS, the City Council authorized the development of the “Opportunity Lives Here” branding concept at their September 11, 2018, City Council meeting;

WHEREAS, on December 14, 2021, the City Council adopted Resolution 2021-188 approving the next phase of the city-wide marketing campaign called the “Faces of Opportunity”;

WHEREAS, Resolution 2021-188 also acknowledged the utilization of marketing funds in an amount not to exceed \$185,000 for the following mix of media: Out of Home Digital (digital bill board plus mobile billboard), Local Pride Media (Newspapers, local & regional outlets, and local billboard), Digital Smart Targeting (Display banners, videos, retargeting, mobile, connected TV), LinkedIn with Account Based Marketing (targets specific companies and decision makers), and Other Industry Targeted Media Purchases; and

WHEREAS, Northwest Media Partners will provide a wide selection of media purchase options for the Faces of Opportunity campaign for an estimated charge of \$60,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to purchase advertising with Northwest Media Partners for the Faces of Opportunity campaign for an amount not to exceed \$60,000 for fiscal year 2022/23.

* * * * *

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 27th day of September 2022 by the following vote:

AYES:

NOES:

ABSENT:

NOES:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager

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

SUBJECT: Acceptance of Work and Notice of Completion for the Trenchless Rehabilitation of Sanitary Sewer Main Using Cured in Place Pipe at Various Locations; P.W. 684-2

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Authorizing the City Manager to execute the first amendment to the construction agreement with Southwest Pipeline and Trenchless Corporation for this Project in the amount of \$73,196.59 for a total contract amount of \$1,215,436.59.
2. Accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project.

FISCAL IMPACTS

Adoption of this resolution will increase the construction agreement ("Agreement") with Southwest Pipeline and Trenchless Corporation (Southwest) for the Trenchless Rehabilitation of Sanitary Sewer Main Using Cured in Place Pipe at Various Locations ("Project") by \$73,196.59 for a total contract amount of \$1,215,436.59.

DISCUSSION

On March 9, 2021, Council awarded the Project to Southwest in the amount of \$1,142,240. The Project consisted of rehabilitating over 4.6 miles of deteriorating sanitary sewer main of various sizes. The work utilized the trenchless cured-in-place pipe method to perform the rehabilitation. Additional work performed by the contractor included repairing or removing offsets and intrusions within the pipeline that were lined. Existing sanitary sewer service laterals were reinstating following the lining process. Rodding inlets within the work area were replaced with manholes to allow the rehabilitation process to be performed and improved inspection and maintenance capabilities. The final amount varies from the award amount due to additional spot repairs performed on existing pipelines that were required to prepare various segments for lining.

All work on this project was completed on September 9, 2022.

ATTACHMENTS

- A. Resolution
- B. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING
THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE
CONSTRUCTION AGREEMENT AND ACCEPTING WORK AND DIRECTING THE
CITY MANAGER OR DESIGNEE TO FILE A NOTICE OF COMPLETION FOR THE
TRENCHLESS REHABILITATION OF SANITARY SEWER MAIN USING CURED IN
PLACE PIPE AT VARIOUS LOCATIONS
P.W. 684-2**

WHEREAS, on June 14, 2022, the City Council adopted the 5 Year Capital Improvement Program 2022-2027, which included funding for the Trenchless Rehabilitation of Sanitary Sewer Main Using Cured in Place Pipe at Various Locations ("Project");

WHEREAS, the Project was published and advertised in the East County Times on January 22, 2021, and January 23, 2021, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on February 23, 2021, and six (6) bids were received;

WHEREAS, the lowest responsive and responsible bidder was submitted by Southwest Pipeline and Trenchless Corporation (Southwest) of Torrance, CA;

WHEREAS, on March 9, 2021, Southwest was awarded a construction agreement by the City of Antioch to perform work associated with the Project;

WHEREAS, the City has considered authorizing the City Manager to execute the first amendment to the Agreement with Southwest for this Project in the amount of \$73,196.59 for a total contract amount of \$1,215,436.59;

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

WHEREAS, all work on the Project was completed on September 9, 2022 at a final contract price of \$1,215,436.59 in accordance with plans and specifications referred to therein.

A1

RESOLUTION NO. 2022/**

September 27, 2022

Page 2

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

1. Authorizes the City Manager or designee to execute the first amendment to the construction agreement with Southwest Pipeline and Trenchless Corporation for this Project in the amount of \$73,196.59 for a total contract amount of \$1,215,436.59 in a form approved by the City Attorney;
2. Determines that the work on the Trenchless Rehabilitation of Sanitary Sewer Main Using Cured in Place Pipe at Various Locations is completed and accepted; and
3. Authorizes the City Manager or designee to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Project.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 27th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

ATTACHMENT "B"

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

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

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION FOR THE
TRENCHLESS REHABILITATION OF SANITARY SEWER MAIN USING CURED IN
PLACE PIPE AT VARIOUS LOCATIONS
(P.W. 684-2)**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on the September 9, 2022, the work of improvements on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was Southwest Pipeline and Trenchless Corporation.
6. The surety for said project was Liberty Mutual Insurance Company.
7. This project consisted of rehabilitating over 4.6 miles of deteriorating sanitary sewer main of various sizes throughout the City using the trenchless cured-in-place pipe method, in Antioch, California.

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

Date

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager

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

SUBJECT: Consideration of Bids for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23; P.W. 507-19

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding the construction agreement for the Curb, Gutter, and Sidewalk Repair including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 to the lowest, responsive, and responsible bidder, MG and JC Concrete;
2. Approving an Agreement with MG and JC Concrete in the amount of \$340,900 in substantially the form included in Exhibit 1 to the Resolution; and
3. Authorizing the City Manager to execute the Agreement with MG and JC Concrete for a total amount of \$340,900.

FISCAL IMPACT

The fiscal year 2022/23 Capital Improvement Budget includes \$150,000 from the Gas Tax Fund, \$150,000 from the Sewer Enterprise Fund and \$150,000 from the Water Enterprise Fund for a total of \$450,000 for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23.

DISCUSSION

On August 30, 2022, ten (10) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by MG and JC Concrete of Vacaville in the amount of \$340,900. The bids have been checked and found to be without errors or omissions.

This project will consist of removing and replacing existing uneven, damaged and/or deteriorated concrete curb, gutter, sidewalk, driveway and valley gutter sections and other

miscellaneous concrete work, including the installation of texture colored concrete, constructing concrete curb ramps, and modifying existing storm drain catch basins. Tree removal, stump grinding, and root pruning will also be performed on an as needed basis.

ATTACHMENTS

A: Resolution

B: Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE
REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB
RAMPS AT MISCELLANEOUS LOCATIONS 2022/2023 AGREEMENT, APPROVING
A CONSTRUCTION AGREEMENT WITH MG AND JC CONCRETE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
P.W. 507-19**

WHEREAS, the Consideration of Bids for the Curb, Gutter, and Sidewalk Repair including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 ("Project") was published and advertised in the East County Times on July 30, 2022 and August 1, 2022 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on August 30, 2022, ten (10) bids were received for the Project;

WHEREAS, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive, and responsible bidder, MG and JC Concrete; and

WHEREAS, the City has considered authorizing the City Manager to execute the Agreement with MG and JC Concrete for a total amount of \$340,900.

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

1. Awards the construction agreement for the Curb, Gutter, and Sidewalk Repair including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 to the lowest responsive and responsible bidder, MG and JC Concrete;
2. Approves an Agreement with MG and JC Concrete for a total amount of \$340,900 in substantially the form included in Exhibit 1; and
3. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

A1

RESOLUTION NO. 2022/**

September 27, 2022

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 27th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

EXHIBIT "1"

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of September, 2022 by and between MG & JC CONCRETE, INC. hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

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

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for P.W. No. 507-19. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be one (1) year from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Three hundred forty thousand, nine hundred dollars (\$340,900.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF BID PRICES
FOR CURB, GUTTER & SIDEWALK REPAIR INCLUDING TREE REMOVAL &
STUMP GRINDING & INSTALLATION OF CONCRETE CURB RAMPS AT
MISCELLANEOUS LOCATION (2022-2023)
P.W. 507-19**

Item No.	Unit	Description	Unit Price	Extended Amount
1.	1,000 LF	Remove and Replace Concrete Curb and Gutter, complete in place for the unit price per lineal foot	\$ 87.00	\$ 87,000.00
2.	5,500 SF	Remove and Replace Concrete Sidewalk, complete in place for the unit price per square foot	\$ 28.50	\$ 156,750.00
3.	1,000 SF	Remove and Replace Concrete Driveway Approach, complete in place for the unit price per square foot	\$ 29.50	\$ 29,500.00

Item No.	Unit	Description	Unit Price	Extended Amount
4.	1,000 SF	Construct Concrete Curb Ramp, complete in place for the unit price per square foot	\$ 25.50	\$ 25,500.00
5.	500 SF	Remove and Replace Concrete Valley Gutter, complete in place for the unit price per square foot	\$ 12.00	\$ 6,000.00
6.	4 EA	Modify Storm Drain Catch Basin Top, complete in place for the unit price per each.....	\$ 16.00	\$ 6,400.00
7.	400 SF	Install Stamped Colored Concrete, complete in place for the unit price per square foot	\$ 11.00	\$ 4,400.00
8.	1,300 IN	Tree Removal with Stump Grinding, complete in place for the unit price per inch tree circumference.....	\$ 19.50	\$ 25,350.00
TOTAL BID PRICE				\$ 340,900.00

4. COMPONENT PARTS

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

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. (N/A)
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

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

6. GOVERNING LAW

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

CITY: City of Antioch
Capital Improvements
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: Miguel Gonzalez
MG & JC Concrete, Inc.
401 Buckeye Street
Vacaville, CA 95688

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

CONTRACTOR:

MG & JC CONCRETE, INC.

Name Under Which Business is Conducted

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

*By: _____

Title: _____

By: _____

Title: _____

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

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____
Cornelius H. Johnson, Interim City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Curb, Gutter & Sidewalk Repair Program 2022-2023
(P.W. 507-19)

BIDS OPENED: August 30, 2022 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	MG & JC Concrete Vacaville	Anchor Concrete Antioch	Mauri Concrete Construction Co. El Sobrante	Parkson Construction Company San Francisco	Villalobos & Associates Campbell
TOTAL BID PRICE	\$400,000.00	\$340,900.00	\$349,950.00	\$354,400.00	\$358,000.00	\$358,700.00

LIST OF SUBCONTRACTORS

<i>MG & JC Concrete</i>	<i>Anchor Concrete</i>	<i>Mauri Concrete Construction Co.</i>	<i>Parkson Construction Company</i>	<i>Villalobos & Associates</i>
<u>None</u>	<u>None</u>	<u>None</u>	<u>Traffic Control</u> CMC Traffic Control Specialist	<u>None</u>

ATTACHMENT "B"

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CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Curb, Gutter & Sidewalk Repair Program 2021-2022
(P.W. 507-18)

BIDS OPENED: July 6, 2021 ~ 2:00 p.m.
Parking Lot Directly South of City Hall

	Engineer's Estimate	JJ Construction & Design, Inc. Hayward	MCE Corporation Concord	JD Partners Concrete Pleasanton	JJR Construction, Inc. San Mateo	Kerex Engineering Pleasant Hill
TOTAL BID PRICE	\$400,000.00	\$378,200.00	\$381,450.00	\$387,500.00	\$399,150.00	\$459,000.00

LIST OF SUBCONTRACTORS (CONTINUED)

<i>JJ Construction & Design, Inc.</i>	<i>MCE Corporation</i>	<i>JD Partners Concrete</i>	<i>JJR Construction, Inc.</i>	<i>Kerex Engineering, Inc.</i>
None	<u>Tree Removal</u> Hamilton Tree Service <u>Traffic Control</u> WBE Traffic Control	<u>Tree Removal/Stump Grinding</u> Reliable Tree Experts	<u>Sawcutting</u> Del Secco Diamond Core & Saw <u>Trucking</u> USA Trucking, Inc.	None

22

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Rent Stabilization Ordinance – First Reading

RECOMMENDED ACTION:

It is recommended that the City Council introduce the Rent Stabilization Ordinance (Attachment A) by title only and waive further reading.

FISCAL IMPACT

The City Attorney's Office will require staffing to perform hearings rendering decisions related to tenant Rent Reduction Petitions and landlord Fair Return Petitions. The City Attorney's Office will also require staffing to respond to legal questions associated with the Rent Stabilization Ordinance. The ordinance will also require the dedication of staff time to engage in public education and enforcement activities regarding rent stabilization. The City Attorney's Office projects that the staff commitment necessary to implement the functions associated with this ordinance and related housing issues will be one full-time Deputy City Attorney. The estimated cost of salary and benefits for this position is \$294,714. Administrative assistance may also be necessary depending on the volume of tenant and landlord petitions and hearings. Staff will prepare a budget request for a subsequent City Council meeting.

DISCUSSION

The City Council held a Study Session on rent stabilization at a Special Meeting on July 26, 2022 and directed staff to prepare a Rent Stabilization Ordinance ("RSO"). Staff reviewed rent stabilization ordinances from other California general law cities, and applicable State law.

On August 23, 2022, a Rent Stabilization Ordinance was introduced by the City Council. At the September 13, 2022 City Council meeting, the City Council did not adopt the ordinance. Instead, Council provided direction to modify the ordinance to include retroactivity to August 23, 2022, include housing services as a part of rent, and to reintroduce the ordinance at the next City Council meeting.

The Rent Stabilization Ordinance (Attachment A) incorporates those changes and is based on the City's power to protect public health, safety, and welfare within the City. The definition of housing services is included in section 11-1.03(A)(1) and 11-1.03(A)(3). The retroactive application of rent is addressed in section 11-1.04(B)-(D). The City Attorney's Office has received questions as to whether the ordinance contains a provision for attorneys' fees. Section 11-1.11(D) contains an attorneys' fees provision enabling the prevailing party in any civil action brought pursuant to this section to recover reasonable attorneys' fees and costs.

Overview of Rent Stabilization Ordinance

Although the City of Antioch's housing prices are lower than many neighboring cities, rent in the City continues to rise. Many local residents, in particular low-income households, struggle with paying for rising housing costs and meeting other basic needs such as food, transportation and health care. The effect of high rents coupled with low incomes, critical shortages of affordable rental housing, and rapidly rising costs for other basic necessities leaves residents vulnerable to economic hardship, housing insecurity and displacement, threatening the public health, safety and welfare of a substantial number of City residents.

The Rent Stabilization Ordinance is intended to provide stability with respect to rent increases and housing by establishing additional tenant protections exceeding those set forth in State law. Many of the findings in the recitals of the Rent Stabilization Ordinance, which are found on the first three pages of the ordinance, are drawn from the City's draft Housing Element and support the need for rent stabilization in the City as a means to address threats to public health, safety and welfare caused by cost burden, displacement, and eviction. In particular, the findings highlight the disproportionate risk and impacts borne by households headed by women, large family households, households in areas identified as "Low Resource" or "High Segregation and Poverty," and senior households.

What is the Difference Between Rent Control vs Rent Stabilization?

Although the terms "rent control" and "rent stabilization" are often used interchangeably, they are technically distinct. Both regulate the amount of rent that may be increased during a tenancy, but only "rent control" regulates the amount of rent charged when the tenancy begins. Under "rent stabilization," annual increases of a tenant's rent are limited. However, when a tenant moves out, the initial amount of rent for the next tenant is not restricted.

Cities in California can no longer adopt "full" rent control, which would regulate the amount of initial rent, due to the Costa-Hawkins Rental Housing Act ("Costa-Hawkins" or Civil Code § 1954.50 et seq.). Costa-Hawkins is a state law that, except in very limited circumstances, prohibits local restrictions on the amount of rent a landlord can charge at the beginning of a tenancy. Rent control ordinances that existed in 1995 when Costa-Hawkins was adopted were grandfathered, and the result is that there are a handful of cities with full rent control on certain types and ages of units within those cities.

Costa-Hawkins effectively prohibits new local “rent control,” so cities adopting local regulations after 1995 focus instead on “rent stabilization.” This type of regulation protects tenants during their tenancy by limiting how much the rent may be increased each year.

The Tenant Protection Act of 2019 (Civil Code § 1946.2 et seq.) enacted statewide rent stabilization. Beginning January 1, 2020, where applicable, rent may be annually increased no more than 5% plus the regional consumer price index (CPI) or 10%, whichever is less.

What Are Some Provisions Incorporated Within the Proposed City Rent Stabilization Ordinance?

1. What Types of Limits Does the Ordinance Propose on Rent Increases?

Under the Rent Stabilization Ordinance, one increase is allowed per 12-month period. The City Council set a ceiling on rental rate increases by using a combination of a set percentage and a percent of CPI. The City Council introduced a Rent Stabilization Ordinance that proposes that increases in Rent on residential real property in the City may not exceed the lesser of three percent (3%) or sixty percent (60%) of the most recent 12-month increase in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics.

To assist the City Council in its discussion and deliberation, staff provided a table of maximum annual limits on rent increases in California general law cities is below.

General Law City	Annual Rent Increase Limit	Notes
Baldwin Park	CPI up to 5%	Increased from 3% in 2021
Beverly Hills	Greater of 3% or CPI	
Commerce	5% plus CPI up to 10%	Same as AB 1482 (2019)
East Palo Alto	80% of CPI up to 10%	Annual cap calculated by City once a year
Gardena	5%	Increases above limit subject to binding arbitration
Inglewood	Greater of 3% or CPI up to 10%	Five or more units
	Greater of 5% or CPI up to 10%	Four or fewer units
Los Gatos	70% of CPI up to 5%	Up to 10% if no increase in two years
Oxnard	4%	Adopted in May 2022
West Hollywood	75% of CPI up to 7%	Annual cap calculated by City once a year

2. Which Rental Units Would Be Subject to the Proposed City Rent Stabilization Ordinance?

The Costa-Hawkins Rental Housing Act (“Costa-Hawkins”) is a state law that, except in very limited circumstances, prohibits local restrictions on the amount of rent a landlord can charge at the beginning of a tenancy. For this reason, the City Council is pursuing a Rent Stabilization Ordinance, which regulates rent increases during a tenancy. Costa-Hawkins also significantly restricts which units may be subject to local rent stabilization. There are two categories of units for which rent increases during a tenancy cannot be regulated by the City Council. The first, with narrow exceptions, is single family homes that do not have an accessory unit, condominiums, and cooperatives. The second category is units first receiving a certificate of occupancy after February 1, 1995.

The Rent Stabilization Ordinance complies with Costa-Hawkins by exempting units protected by the statute and regulating residential rental units constructed on or before February 1, 1995 that share a property with at least one other unit that cannot be sold separately. Units first receiving a certificate of occupancy after this date but at least 15 years prior to the current date on a rolling basis would remain protected by the California Tenant Protections Act, which limits annual rent increases to 5% plus the regional consumer price index (CPI) or 10%, whichever is less, where a tenant has resided in a rental unit for at least 12 months. The Rent Stabilization Ordinance does not have a minimum residency requirement for its rent-increase protections.

At the July 26, 2022 Study Session, the City Council provided direction to staff to exclude owner-occupied duplexes and Low-Income Tax Credit Program-funded developments from the exemptions to the Rent Stabilization Ordinance. This direction was implemented by using the narrower exemption of “A unit owned, operated, or managed by a governmental unit, agency, or authority, or that is specifically exempted from municipal Rent regulation by state or federal law or regulation” instead of a broader exemption used by some cities that includes all “affordable housing” subject to deed-restriction or agreement with a government agency, which would include Low-Income Tax Credit Program-funded developments. The Rent Stabilization Ordinance exemptions do not include any duplex.

3. Implementation and Enforcement of the City’s Rent Stabilization Ordinance?

Enforcement Mechanisms

The Rent Stabilization Ordinance includes a process for tenants to report or contest unlawful rent increases. The Rent Stabilization Ordinance directs the City Manager to designate an office or department to provide information and receive tenant complaints pertaining to violation of the Rent Stabilization Ordinance and directs the City Attorney to designate a Hearing Officer for hearings concerning tenant and landlord petitions.

Tenant Rent Reduction Petition

The Rent Stabilization Ordinance also offers a procedure for accommodating certain tenant requests for rent reductions and landlord requests for increases in rent above the established limit if needed to comply with the constitutional right of “fair return.” The Rent Stabilization Ordinance uses a petition process that is reviewed and determined by a Hearing Officer.

A tenant may petition for a reduction of rent (“Rent Reduction Petition”) if the tenant believes that the Landlord has charged the tenant a higher rent than is permitted by the Rent Stabilization Ordinance. The Landlord shall be informed of the tenant’s complaint and shall have the opportunity to respond to the tenant’s claim of rent overcharge. The Rent Reduction Petition shall be on an application form prescribed by the City Manager or designee and shall be decided by a Hearing Officer designated by the City Attorney.

The tenant shall provide a copy of any Rent Reduction Petition submitted to the City to the applicable landlord and shall provide the City with proof of completing such service to the landlord. The landlord shall have thirty (30) days from the date of receiving the Rent Reduction Petition to reply or provide additional materials to the City in response to the Rent Reduction Petition.

The tenant shall bear the burden of establishing that a rent reduction is necessary to comply with the City’s Rent Stabilization Ordinance by providing information including the type of dwelling, dates of tenancy, dates of rent increases, amount of rent increases, dates of charges, and amounts of charges.

The factors the Hearing Officer may consider in deciding a Rent Reduction Petition shall be matters related to the amount of rent that the landlord could lawfully charge and the amount of rent that the landlord has actually demanded, accepted, or retained from the tenant.

A Rent Reduction Petition shall be decided by the Hearing Officer within sixty (60) calendar days of the date that the application has been deemed complete, including submission of proof of service of the Rent Reduction Petition on the applicable Landlord(s), provided that an extension of this time may be agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the applicable tenant(s), the designated representative of the tenant(s), the subject Landlord, and the Landlord’s designated representative(s) for the Rent Reduction Petition, if any. The decision of the Hearing Officer shall be final and not appealable.

Landlord Fair Return Petition

A Landlord may petition for a Rent increase in excess of that provided in the Rent Stabilization Ordinance (§ 11-1.03) in order to obtain a fair and reasonable return on the Landlord’s property (“Fair Return Petition”).

The Fair Return Petition will be provided on an application form prescribed by the City Manager or designee and shall be decided by a Hearing Officer subject to § 1-6.01 (Antioch Municipal Code) designated by the City Attorney.

The Landlord will be required to provide a copy of any Fair Return Petition submitted to the City to the applicable tenant(s) and must provide the City with proof of completing such service to the applicable tenant(s). The tenant(s) will have thirty (30) days from the date of receiving the Fair Return Petition to reply or provide additional materials to the City in response to the Fair Return Petition.

The landlord will bear the burden of establishing that a rate increase in excess of that permitted by the Rent Stabilization Ordinance (§ 11-1.03) is necessary to provide the landlord with a fair and reasonable return on the property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, they will not realize a fair and reasonable return on their property.

The landlord will be responsible for all costs associated with the City's review of the Fair Return Petition. Upon receipt of a Fair Return Petition, the Hearing Officer shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the landlord's request. If the Hearing Officer so determines, the Hearing Officer shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the landlord, and the Fair Return Petition shall not be processed until the landlord has paid to the City the estimated cost of the complete analysis. City will provide the landlord with an invoice of all costs incurred after the review of the Fair Return Petition. Any unused portion of the advance payment for analysis shall be refunded to the landlord. If additional funds are required, payment will be required before the landlord receives the determination on the Fair Return Petition from the City.

A Fair Return Petition shall be decided by the Hearing Officer within ninety (90) calendar days of the date that the application has been deemed complete, including submission of proof of service of the Fair Return Petition on the applicable tenant(s), unless the Landlord has failed to pay all applicable fees or an extension of this time is agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the subject landlord, the landlord's designated representative(s) for the Fair Return Petition, the applicable tenant(s), and the designated representative of the tenant(s), if any. The decision of the Hearing Officer shall be final and not appealable.

Additional Enforcement Remedies

The Rent Stabilization Ordinance also allows tenants to bring an action to recover damages, which could include actual damages (the cost of the harm suffered) or two types of statutory damages: three times the difference between the amount of rent actually charged and the amount authorized to be charged or \$1,000, whichever is greater. Persons or entities that may "fairly and adequately represent a protected class" may also bring a civil action for injunction under the Rent Stabilization Ordinance.

The Rent Stabilization Ordinance also includes a variety of enforcement remedies ranging from criminal prosecution—a declaration that is necessary for the City to utilize its authority to issue administrative citations—to a civil action for injunction by the City for injunctions to stop and prevent violations or for monetary damages.

Rent Program Fee and Registration Requirement

The Rent Stabilization Ordinance establishes a regulatory fee charged to landlords to fund the Rent Stabilization Ordinance program for the sole purpose of reimbursing the City for the costs of administering this Rent Stabilization Ordinance. The fee will be imposed on each rental unit and paid by landlords. Landlords subject to this Rent Stabilization Ordinance will be required to register all units subject to the Rent Stabilization Ordinance with the City and pay the Rent Program Fee at such time and in such manner as established by City Council resolution.

What is the Process for Adopting Rent Stabilization?

Rent stabilization would be adopted by ordinance. An ordinance requires two readings and must be adopted at a regular meeting or a regular adjourned meeting not earlier than five days following introduction (Government Code § 36931 et seq.). Following adoption, the entire ordinance must be published in a newspaper of general circulation. Generally effective on the 30 days following adoption. An ordinance must not conflict with the Constitutions (U.S. and California) and laws of California or United States (Government Code section 37100). Following adoption, the entire ordinance must be published in a newspaper of general circulation.

ATTACHMENTS

- A. Rent Stabilization Ordinance
- B. AB 1482: The Tenant Protection Act of 2019
- C. The Costa-Hawkins Rental Housing Act (1995)
- D. The Ellis Act (1985)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADDING TITLE 11, CHAPTER 1 TO THE ANTIOCH MUNICIPAL CODE
ESTABLISHING RENT STABILIZATION REGULATIONS
INCLUDING PROHIBITING RESIDENTIAL REAL PROPERTY RENTAL RATE
INCREASES THAT EXCEED THE LESSER OF THREE PERCENT (3%) OR SIXTY
PERCENT (60%) OF THE CONSUMER PRICE INDEX ANNUALLY**

WHEREAS, the City Council of the City of Antioch (“City”) hereby finds, determines, and declares as follows:

- A. The increased cost burdens of rent and increased risk of displacement and overcrowding faced by many residents in the City threaten public health, safety, and welfare. Many City residents are struggling to pay for rent, food, clothing, and medical care for themselves and their families. The specter of eviction and increased homelessness for inability to pay rent looms as a further threat to public health, safety, and welfare in the City.
- B. The Area Median Income (“AMI”) for a household of four in the Oakland-Fremont Metro Area is \$125,600.¹ Households that earn less than 30% AMI are considered “extremely low-income,” and 18.5% or 6,233 households in the City meet this criteria. Most are renters. Conversely, the 41.5% of households in the City that earn more than 100% AMI also constitute the largest proportion of homeowners. The City is home to 49,236 employed residents, two-thirds of whom earn less than \$50,000 per year.
- C. Household income disparity is even more prevalent for City seniors, 41.2% of which are people of color, who often live on fixed incomes and are more likely to have disabilities, chronic health conditions, and/or reduced mobility. Approximately 44% of seniors making less than 30 percent of AMI are spending the majority of their income on housing, while 91% of seniors making more than 100% of AMI spend less than 30% of their income on housing and thus are not considered cost burdened. The largest proportion of senior households who rent are extremely low-income.
- D. Large family households, defined by the U.S. Census Bureau as households containing five or more persons, are also cost burdened at a higher rate due to the higher costs required for homes with multiple bedrooms and which can increase the risk of housing insecurity. Approximately 40% of large family households in the City are cost burdened, almost half of which is “severely cost burdened,” meaning the households pay more than half of their income on housing. Citywide, 21.3% of all households spend more than 50% of their income on housing.

¹ Data sources and additional information can be found in Chapter 2, Housing Needs Assessment, of the Draft Antioch Housing Element 2023-2031. Implementing Program 5.1.9 in Chapter 7 of the draft Housing Element, entitled “Tenant Protections” and pertaining to Goal 5, Fair Housing, further provides that the City will “[p]ursue the development of citywide tenant protection policies for consideration by the City Council” to address, among other things, rent stabilization.

- E. Households headed by women are also disproportionately impacted by increasing housing costs. This segment constitutes 20.4% of all households in the City, which is significantly higher than the country (12.2% of households) and the larger Bay Area region (10.4% of households). Pervasive gender equality may result in lower wages for these households, and women with children face the added barrier of childcare costs to securing adequate employment. As a result, 32.7% of households in the City headed by women with children fall below the Federal Poverty Line compared to 8.1% percent households headed by women *without* children.
- F. The City's housing stock consists of 34,028 units, approximately a quarter of which are attached to another unit. Of the 97% of total units that are occupied, 40% are occupied by a renter. Rental prices increased by 50.8% from 2009 to 2019. To rent a typical apartment in the City without cost burden, defined by the U.S. Department of Housing and Urban Development (HUD) as less than 30% of household income, a household would need to make \$64,560 per year.
- G. No neighborhoods in the City are identified as "Highest Resource" or "High Resource" areas by State-commissioned research, while 89.6% of residents live in areas identified by this research as "Low Resource" or "High Segregation and Poverty" areas. These neighborhood designations are based on a range of indicators, including education, poverty, proximity to jobs and economic opportunities, low pollution levels, and other factors. Research reveals 31.3% of households in the City live in neighborhoods that are susceptible to or experiencing displacement, and 19.2% live in areas at risk of or undergoing gentrification.
- H. The housing rent burden faced by many residents in the City threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and displacement. Studies have shown that evictions play an impactful role in the lives of low-income renter households, contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children, and impacts renters' credit histories and ability to rent and find employment opportunities. Increasing the number of City residents who are unhoused, particularly elderly residents who may need medical or other care, could create a public health and safety risk.
- I. The Costa-Hawkins Rental Housing Act, California Civil Code Section 1954.50, *et seq.*, limits the applicability of local rent stabilization policies, including prohibiting local jurisdictions from applying rent stabilization to certain residential rental properties. It is the intent of the City Council that this ordinance complies with the Costa-Hawkins Rental Housing Act, and all other applicable state and federal laws.
- J. The economic conditions and recognized housing shortage in the Bay Area have the potential to detrimentally impact a substantial number of City residents and impose a particular hardship on senior citizens, persons living on fixed incomes, and other vulnerable persons living in the City.
- K. The City has not previously regulated the setting and increasing of rents for residential real property. Given the concerns discussed herein, the City Council desires to establish rent

stabilization policies protecting residents while ensuring that the Landlords of residential real property may earn a fair and reasonable return on their property.

- L. At the City Council meetings on June 14, 2022, June 28, 2022, and July 27, 2022, the City Council discussed and received public comment concerning tenant protections, including policies regulating rent increases on residential properties in the City.
- M. Pursuant to the City's police power, as granted broadly under Article XI, section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, and welfare of the City and its residents.
- N. Based on the foregoing facts, and the facts presented to the City Council at the meetings at which this ordinance was introduced and adopted, the City Council finds that allowing Landlords of residential real property to have unfettered discretion to increase rents would pose a threat to the public health, safety, and welfare, and that a prohibition of rent increases, except as allowed herein, is therefore necessary.
- O. The City Council hereby adopts these regulations in order to address the threats set forth below.
 - 1. Absent the adoption of this ordinance, as a result of the economic conditions and recognized housing shortage in the Bay Area, including the East Bay and Contra Costa County, significant rent increases will impact a substantial number of residents in the City and constitute a threat to public health, safety, and welfare, and a particular hardship for senior citizens, persons living on fixed incomes, and other vulnerable persons living in the City;
 - 2. For the preservation of the public peace, health, and safety, the City Council finds that it is necessary to adopt an ordinance stabilizing rents for all of the reasons set forth in the recitals above, which are hereby incorporated by reference;
 - 3. Certain aspects of public health, safety, and welfare are not adequately protected due to the City's lack of rent stabilization mechanics or controls on residential real property generally, and it is in the interest of the City, property owners, residents, and the community as a whole that the City adopt regulations to protect affordable housing within the City, including, but not limited to, rent stabilization regulations applicable to residential real property generally; and
 - 4. The City Council finds that a rent rollback to August 23, 2022, the date a draft of this ordinance was first introduced by the City Council, and the application of the limitation of one increase per twelve months to increases occurring prior to the effective date of this ordinance are necessary to counteract any rent increases imposed in anticipation of the adoption of rent stabilization in the City and to more fully effectuate the legislative and public purposes of this ordinance.
- P. This recitals for this ordinance, any amendments or supplements, and oral testimony provided on June 14, 2022, June 28, 2022, July 27, 2022, August 23, 2022, September 13,

2022, and September 27, 2022 shall be incorporated herein by this reference, and, shall constitute the necessary findings for this ordinance.

- Q. The City Council finds, determines, and declares that the threat to the public health, safety, and welfare of the City and its residents necessitates the enactment of the ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH HEREBY ORDAINS as follows:

Section 1 The recitals and statements of fact set forth in the preamble to this ordinance, above, are true and correct, constitute a substantive part of this ordinance, and are incorporated herein by reference.

Section 2 Title 11, entitled “Tenant Protections,” is hereby added to the Antioch Municipal Code.

Section 3 Chapter 1, entitled “Rent Stabilization,” is hereby added to Title 11, Tenant Protections, of the Antioch Municipal Code to read as follows:

**CHAPTER 1
RENT STABILIZATION**

§ 11-1.01. TITLE; REFERENCE TO CHAPTER.

This Chapter 1 shall be known as the “Rent Stabilization Ordinance”.

§ 11-1.02. APPLICATION.

The provisions of this Rent Stabilization Ordinance are applicable to any building or part of a building that is used for residence and that is rented to a tenant as a dwelling place, except those units exempted by § 11-1.08 (“**Rental Unit**”). This Rent Stabilization Ordinance shall be interpreted and administered in a manner consistent with the Costa-Hawkins Rental Housing Act codified in California Civil Code Section 1954.50, *et seq.* (“**Costa-Hawkins**”), if any conflict exists between the provisions of Costa-Hawkins and this ordinance, Costa-Hawkins shall prevail.

§ 11-1.03. DEFINITIONS.

(A) The following terms shall have the meaning provided below when used in this Rent Stabilization Ordinance, whether plural or singular.

- (1) “**Housing Services**” means all amenities and services related to the use or occupancy of a Rental Unit and common areas that are provided by the Landlord. Housing Services includes without limitation hot and cold water, heat, utilities, painting, elevator service, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms), laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services, insurance, the payment of property taxes, and any other benefits or

privileges permitted to the tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment. Housing Services also includes those basic housing services required by California Civil Code Section 1941.1. Housing Services includes a proportionate part of services provided to common facilities of the building and property in which the Rental Unit is contained.

- (2) **“Landlord”** shall mean an owner of record, lessor, sublessor or any other person, entity, or nonnatural person entitled to receive Rent for the use or occupancy of any dwelling place subject to this Rent Stabilization Ordinance, or an agent representative, affiliate, member, shareholder, trustee, or successor of any of the foregoing. If an owner of a Rental Unit is other than a single natural person, then all entities and persons that share ownership and/or control (direct or indirect) of the units under this Rent Stabilization Ordinance shall be considered one and the same Landlord.
- (3) **“Rent”** means the sum of all consideration demanded accepted, or retained for the use or occupancy of a Rental Unit or for Housing Services provided, or both. Rent includes all periodic payments and all nonmonetary consideration, including, but not limited to, the fair market value of goods or services rendered to or for the benefit of the Landlord, under an agreement concerning the use or occupancy of residential real property.

(B) Terms defined in other sections of this Rent Stabilization Ordinance shall have such meaning when used in this Rent Stabilization Ordinance, whether singular or plural.

§ 11-1.04. LIMIT ON RENTAL RATE INCREASES.

(A) Increases in Rent on residential real property in the City may not exceed the lesser of three percent (3%) or sixty percent (60%) of the most recent 12-month increase in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics. Only one Rent increase in any twelve (12) month period is permitted. A reduction in Housing Services is an increase in Rent.

(B) Subdivision (A) of this section shall apply to all Rent increases occurring on or after August 23, 2022.

- (1) In the event that a Landlord has increased the Rent by more than the amount permissible under subdivision (A) between August 23, 2022 and the effective date of this Rent Stabilization Ordinance, the applicable Rent on the effective date of this Rent Stabilization Ordinance shall be the Rent as it existed on August 23, 2022 plus the maximum permissible increase authorized under subdivision (A) of this section and applicable State law, if any.

- (2) A Landlord has no duty to refund otherwise lawful Rent received prior to the effective date of this Rent Stabilization Ordinance in excess of the amount authorized by this section.

(C) The twelve (12) month period referenced in subdivision (A) of this section shall begin on the date of the last Rent increase regardless of whether the last increase occurred prior to the effective date of the Rent Stabilization Ordinance.

(D) The City Council finds that the limited retroactive effect enacted by subdivisions (B) and (C) of this section are necessary to counteract any Rent increases imposed in anticipation of the adoption of rent stabilization in the City of Antioch and to more fully effectuate the legislative and public purposes of this Rent Stabilization Ordinance.

§ 11-1.05. REASONABLE RATE OF RETURN.

This Rent Stabilization Ordinance allows for an annual adjustment of residential real property Rent of up to the exceed the lesser of three percent (3%) or sixty percent (60%) of the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics pursuant to § 11-1.04. Such an increase is found and determined to provide a just and reasonable return on a Landlord's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive rents and rental increases. Notwithstanding the foregoing, any Landlord who contends that the limit on rental increases set forth in § 11-1.04 will prevent the Landlord from receiving a fair and reasonable return on the property may petition for relief from the limit set forth in § 11-1.04 pursuant to the procedures set forth in § 11-1.07.

§ 11-1.06. TENANT PETITION FOR RENT REDUCTION.

(A) A tenant may petition for a reduction of rent ("**Rent Reduction Petition**") if the tenant believes that the Landlord has demanded, accepted, or retained from the tenant any Rent in excess of the Rent permitted by this Rent Stabilization Ordinance. The Landlord shall be informed of the tenant's complaint and shall have the opportunity to respond to the tenant's claim of rent overcharge.

- (1) Such Rent Reduction Petition shall be on an application form prescribed by the City Attorney or designee and shall be decided by a Hearing Officer subject to § 1-6.01 designated by the City Attorney.
- (2) The tenant shall provide a copy of any Rent Reduction Petition submitted to the City to the applicable Landlord and shall provide the City with proof of completing such service to the applicable Landlord. The Landlord shall have thirty (30) days from the date of receiving the Rent Reduction Petition to reply or provide additional materials to the City in response to the Rent Reduction Petition.
- (3) The tenant shall bear the burden of establishing that a rent reduction is necessary to comply with the City's Rent Stabilization Ordinance by

providing information including the type of dwelling, dates of tenancy, dates of rent increases, amount of rent increases, dates of charges, and amounts of charges.

(B) The factors the Hearing Officer may consider in deciding a Rent Reduction Petition shall be matters related to the Landlord's failure to comply with the City's Rent Stabilization Ordinance and regulations. For example, the amount of Rent that the Landlord has actually demanded, accepted, or retained from the tenant exceeds the amount of Rent that the Landlord could lawfully charge. The Hearing Officer may also consider a Landlord's decrease of Housing Services.

(C) A Rent Reduction Petition shall be decided by the Hearing Officer within sixty (60) calendar days of the date that the application has been deemed complete, including submission of proof of service of the Rent Reduction Petition on the applicable Landlord(s), unless an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the applicable tenant(s), the designated representative of the tenant(s), the subject Landlord, and the Landlord's designated representative(s) for the Rent Reduction Petition, if any. The decision of the Hearing Officer shall be the final decision.

§ 11-1.07. LANDLORD PETITION FOR RENT INCREASE.

(A) A Landlord may petition for a Rent increase in excess of that provided in § 11-1.04 in order to obtain a fair and reasonable return on the Landlord's property ("**Fair Return Petition**").

- (1) Such Fair Return Petition shall be on an application form prescribed by the City Attorney or designee and shall be decided by a Hearing Officer subject to § 1-6.01 designated by the City Attorney.
- (2) The Landlord shall provide a copy of any Fair Return Petition submitted to the City to the applicable tenant(s) and shall provide the City with proof of completing such service to the applicable tenant(s). The tenant(s) shall have thirty (30) days from the date of receiving the Fair Return Petition to reply or provide additional materials to the City in response to the Fair Return Petition.
- (3) The Landlord shall bear the burden of establishing that a rate increase in excess of that provided in § 11-1.04 is necessary to provide the Landlord with a fair and reasonable return on the property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, the Landlord will not realize a fair and reasonable return on the property.
- (4) The Landlord shall be responsible for all costs associated with the City's review of the Fair Return Petition. Upon receipt of a Fair Return Petition, the Hearing Officer shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the Landlord's request. If the Hearing Officer so determines, the Hearing Officer shall also determine the anticipated costs of employing

such expert(s). The resulting figure shall be communicated to the Landlord, and the Fair Return Petition shall not be processed until the Landlord has paid to the City the estimated cost of the complete analysis. City will provide the Landlord with an invoice of all costs incurred after the review of the Fair Return Petition. Any unused portion of the advance payment for analysis shall be refunded to the Landlord. If additional funds are required, payment will be required before the Landlord receives the determination on the Fair Return Petition from the City.

(B) The factors the Hearing Officer may consider in deciding a Fair Return Petition include, but are not limited to, the following:

- (1) Changes in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics arising after commencement of the tenancy.
- (2) The length of time since the last determination by a Hearing Officer on a Rent increase application, or the last Rent increase if no previous Rent increase application has been made, after commencement of the tenancy.
- (3) The completion of any capital improvements to the residential real property specified in the Fair Return Petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the Hearing Officer deems appropriate, arising after commencement of the tenancy and averaged on a per-unit basis and amortized over a period of not less than sixty (60) months.
- (4) Documented rehabilitation work averaged on a per-unit basis and amortized over a period of not less than thirty-six (36) months.
- (5) Changes in property taxes or other taxes related to the subject residential real property arising after commencement of the tenancy.
- (6) Changes in the utility charges for the subject residential real property by the Landlord, and the extent, if any, of reimbursement from the tenants arising after commencement of the tenancy.
- (7) Changes in reasonable operating and maintenance expenses arising after commencement of the tenancy.
- (8) The need for repairs caused by circumstances other than ordinary wear and tear arising after commencement of the tenancy.
- (9) The amount and quality of services provided by the Landlord to the affected tenant(s) arising after commencement of the tenancy.

(C) A Fair Return Petition shall be decided by the Hearing Officer within ninety (90) calendar days of the date that the application has been deemed complete, including submission of

proof of service of the Fair Return Petition on the applicable tenant(s), unless the Landlord has failed to pay all applicable costs associated with the City's review of the Fair Return Petition or an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the subject Landlord, the Landlord's designated representative(s) for the Fair Return Petition, the applicable tenant(s), and the designated representative of the tenant(s), if any. The decision of the Hearing Officer shall be the final decision.

§ 11-1.08. EXEMPTIONS.

(A) Pursuant to Costa-Hawkins, the provisions of this Rent Stabilization Ordinance regulating the amount of Rent that a Landlord may charge shall not apply to the following:

- (1) Any residential real property that has a certificate of occupancy issued after February 1, 1995 (California Civil Code Section 1954.52(a)(1));
- (2) Any residential real property that is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the California Business and Professions Code.
- (3) Any other residential real property for which Rent may not be regulated by the City pursuant to Costa-Hawkins.

(B) The provisions of this Rent Stabilization Ordinance regulating the amount of Rent that a Landlord may charge shall not apply to the following:

- (1) A unit owned, operated, or managed by a governmental unit, agency, or authority, or that is specifically exempted from municipal Rent regulation by state or federal law or regulation.
- (2) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- (3) Mobile homes located in mobile home parks.
- (4) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days; and other transient occupancies as defined in California Civil Code Section 1940, subdivision (b).
- (5) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled, or transitional housing program that assists homeless persons as defined in California Civil Code Section 1954.12.

- (6) A unit that the Landlord or the Landlord's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the Landlord or the Landlord's immediate family continues in occupancy.
- (7) A unit within a dwelling unit, if the dwelling unit is the principal residence of a Landlord, and Landlord shares the bathroom or kitchen facilities with the tenant.

§ 11-1.09. RENT INCREASE INEFFECTIVE; NO WAIVER.

- (A) No Rent increase shall be effective if the Landlord:
 - (1) Fails to substantially comply with all provisions of this Rent Stabilization Ordinance, as that Ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the service of the tenant with a legally required notice of a rent increase under State law, the registration of all Rental Units within the City, and the payment of all Rent Program Fees set forth in the City's Master Fee Schedule; or
 - (2) Fails to maintain the residential real property in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10; or
 - (3) Fails to make repairs ordered by the City or court of competent jurisdiction.
- (B) Any waiver or purported waiver by a tenant of rights granted under this article prior to the time when such rights may be exercised shall be void as contrary to public policy.
- (C) If a tenant reasonably believes a Landlord has increased the tenant's Rent in violation of this section, the tenant may submit to the City a Petition to Determine Compliance for consideration by a Hearing Officer designated by the City Attorney. The Landlord shall have an opportunity to respond to the Petition to Determine Compliance and to participate in the administrative proceeding. The City Attorney shall promulgate administrative regulations to effectuate this section, in addition to those authorized by § 1-6.01 (Antioch Municipal Code). The decision of the Hearing Officer shall be final and not appealable.

§ 11-1.10. NOTICE REQUIREMENTS.

- (A) On or before the date of commencement of a tenancy, the Landlord of any residential real property subject to this Rent Stabilization Ordinance shall deliver to the tenant written notice of the following in a form prescribed by the City:
 - (1) The tenancy is regulated by this Rent Stabilization Ordinance, Antioch Municipal Code, Title 11, Chapter 1; and

- (2) The tenant has a right to submit a complaint to the City pursuant to § 11-1.13 or a Rent Reduction Petition pursuant to § 11-1.06 for Rent charged in violation of this Rent Stabilization Ordinance; and
- (3) The Landlord has a right to respond to any Rent Reduction Petition filed by the tenant with the City pursuant to § 11-1.06.
- (4) The tenant has a right to respond to any Fair Return Petition filed by the Landlord with the City pursuant to § 11-1.07.

(B) At the same time and with any notice to increase Rent, the Landlord must deliver written notice of the following:

- (1) The tenancy is regulated by this Rent Stabilization Ordinance, Antioch Municipal Code, Title 11, Chapter 1; and
- (2) The tenant has a right to submit a complaint to the City pursuant to the procedures established pursuant to § 11-1.13 or a Rent Reduction Petition pursuant to § 11-1.06 for Rent charged in violation of this Rent Stabilization Ordinance; and
- (3) The tenant has a right to respond to any Fair Return Petition filed by the Landlord with the City pursuant to § 11-1.07; and
- (4) No Rent increase is effective unless and until the requirements of this Rent Stabilization Ordinance have been met.

(C) When a Landlord and tenant have entered into a written lease, the Landlord must give notices to the tenant in the language primarily used in the lease. When a Landlord and tenant have not entered into a written lease, the Landlord must give notices to the tenant in the language that a Landlord and tenant used primarily when negotiating the terms of the tenancy.

§ 11-1.11. VIOLATIONS; REMEDIES.

(A) It shall be unlawful for any person to violate or fail to comply with any provision of this Rent Stabilization Ordinance, including charging increased Rent in violation of this Rent Stabilization Ordinance or a determination by a Hearing Officer.

(B) Any person who violates or aids or incites another person to violate the provisions of this Rent Stabilization Ordinance is liable for each and every such offense for actual damages suffered by an aggrieved party (including damages for mental or emotional distress); or for statutory damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the maximum amount that could be lawfully demanded, accepted, or retained, or for statutory damages in the sum of one thousand dollars (\$1,000), whichever is greater; and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award may be trebled if the trier of fact finds that the Landlord acted in knowing violation of or in reckless disregard of this Rent Stabilization Ordinance. The trier of fact

may also award punitive damages to any plaintiff, including the City, in a proper case as defined by Civil Code Section 3294.

(C) Any person who is convicted of violating this Rent Stabilization Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not greater than one thousand dollars (\$1,000) or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

(D) Any person, including the City, may enforce the provisions of this Rent Stabilization Ordinance by means of a civil action. The burden of proof in such cases shall be by preponderance of the evidence. The prevailing party in any civil action brought pursuant to this section shall be entitled to recover reasonable attorneys' fees and costs. A violation of this Rent Stabilization Ordinance may be asserted as an affirmative defense in an unlawful detainer action.

(E) Any person who commits an act, proposes to commit an act, or engages in any pattern and practice that violates this Rent Stabilization Ordinance may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest of the protected class.

(F) This Rent Stabilization Ordinance may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein, which shall be in addition to any other existing remedies which may be available.

§ 11-1.12. RENT PROGRAM FEE AND REGISTRATION REQUIREMENT.

For the sole purpose of reimbursing the City for the costs of administering this Rent Stabilization Ordinance, there is hereby imposed on each Rental Unit, subject to the provisions of this Rent Stabilization Ordinance, a regulatory fee ("**Rent Program Fee**") to cover the costs to provide and administer the programs created by this Chapter in such amount as the City Council may establish by resolution from time to time. Landlords subject to this Rent Stabilization Ordinance shall register all units subject to this ordinance with the City and pay the Rent Program Fee at such time and in such manner as established by City Council resolution.

§ 11-1.13. IMPLEMENTATION.

The City Manager and City Attorney shall take or cause to be taken such actions necessary to implement this Rent Stabilization Ordinance and effectuate the intent of the City Council in adopting this Rent Stabilization Ordinance, including the preparation of informational materials and forms and promulgation of administrative regulations. The City Manager shall designate a City department to provide information and receive tenant complaints pertaining to violation of this ordinance.

Section 4 Chapter 6, entitled "Hearing Procedures, Hearing Officers' Decisions and Administrative Regulations," is hereby added to Title 1, General Administration, of the Antioch Municipal Code to read as follows:

CHAPTER 6 ADMINISTRATIVE HEARINGS; REGULATIONS

§ 1-6.01. HEARING PROCEDURES, DECISIONS, AND ADMINISTRATIVE REGULATIONS.

(A) In any administrative proceeding conducted under this code by a Hearing Officer or Hearing Examiner:

- (1) The Hearing Officer or Hearing Examiner shall have no authority to consider the constitutionality of any Federal, State, or local law or regulation.
- (2) The Hearing Officer or Hearing Examiner, in the performance of duties, shall comply with all applicable Federal, State, and local laws, regulations and codes of conduct.

(B) No administrative decision issued by a Hearing Officer or Hearing Examiner shall establish legal precedent applicable beyond the case presented by the decision.

(C) No administrative decision shall be cited as controlling or persuasive legal precedent in any subsequent administrative hearing in a separate case.

(D) This section shall not preclude the use of an administrative decision to establish factual issues, such as showing a pattern or practice in any proceeding.

(E) The City Attorney or designee may promulgate administrative regulations to implement the administrative hearing procedures set forth in this Chapter. Such regulations may set forth instructions relating to topics such as conflicts of interest, disqualification and selection of Hearing Officer or Hearing Examiners.

Section 5 The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a “project”, as defined in Section 15378 of the State CEQA Guidelines.

Section 6 If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

Section 7 This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Lamar A. Thorpe
Mayor of the City of Antioch

ATTEST:

Elizabeth Householder, MPP
City Clerk of the City of Antioch

State of California Tenant Protection Act of 2019 (AB 1482)

Name of Legislation

(AB 1482)

California Civil Code

Division 3. Obligations

Part 4. Obligations Arising from Particular Transactions

Title 5. Hiring

Chapter 2. Hiring of Real Property

Tenant Protection Act of 2019

1946.2 Just Cause

1947.12. Cap on rent increases.

1947.13 Assisted and Affordable Housing

Effective Dates

Effective 1/1/20 and scheduled to expire on 1/1/30.

Note: AB 1482 is preempted by more protective local rent control ordinances, and ordinances requiring just cause that were 1); adopted on or before 9/1/19, or 2); adopted or amended after that date and with *more protective* just cause provisions than AB 1482.

Exemptions

Apartments built within 15 years of the current date are exempt (“rolling” exemption), along with hotels and related short-term housing, medical facilities, dormitories, and religious, extended, or residential care facilities. Duplexes are exempt where the owner occupies one unit as a principal place of residence at the start of the tenancy, and continues to live there throughout.

Single family homes are exempt where 1) the owner is a “natural person” rather than an institutional investor like a corporation, real-estate investment trust, or LLC with at least one corporate member, 2) the owner maintains a principal residence in the unit and shares a bathroom or kitchen with the tenant, or 3) owner-occupied homes where the owner rents two or less units (granny flats, ADU).



CAUTION

Tenants of an exempt single family dwelling must be notified in writing in the lease or rental agreement that the unit is exempt, using the exact language specified in Cal. Civ. Code. §§ 1946.2(8)(B)(i-iii) and 1947.12(5)(B)(i-iii).

Administration

No state agency is responsible for enforcement. Tenant must file a lawsuit to enforce rights.

Cap on rent increases

Annual rent increases are limited to the lesser of 5% plus the metropolitan area Consumer Price Index, or 10% of the total of the lowest gross rental rate charged at any time during the 12 months prior to the effective date of the increase.

Starting 1/1/20 the base rent for calculating increases is the rent in effect as of 3/15/19. Rent may be increased only twice over any 12 month period. (Cal Civ. Code § 1947.12.)

Just Cause required for Eviction?

Just cause applies once the tenant has continuously and lawfully occupied the unit for 12+ months. If additional tenant(s) are added *before the existing tenant has occupied for 24 months*, then *all* tenants must have occupied the unit for 12+ months, or *one or more* tenants for 24+ months. (Cal Civ. Code § 1946.2(a).)

Other

Tenants subjected to a no-fault eviction are entitled to either relocation assistance or a rent waiver equal to one month’s rent. (Cal Civ. Code § 1946.2.)

For a curable lease violation (tenant at fault, see below), the owner must first give the tenant notice and an opportunity to cure pursuant to California Code CCP 1161(3) (i.e., 3 day notice to cure or quit). A three-day notice to quit without an opportunity to cure can then be served to terminate the tenancy. For a no-fault termination, the tenant must be informed of the right to relocation assistance or rent waiver.

Reasons Allowed for Just Cause Evictions—Tenant at Fault (Cal. Civ. Code § 1946.2(a))	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Breach of the lease.	Breach as described in Cal. Civ. Proc. § 1161(3), including violation of a provision of the lease after being issued a written notice to correct the violation.
Maintaining, committing, or permitting nuisance.	Tenant commits or maintains a public nuisance as described in Cal. Civ. Proc. § 1161(4), Cal Civ. Code § 3482.8 (dog/cockfighting), 3485(c) (guns & ammo) or 3486(c) (drugs).
Committing waste.	See Cal Civ. Code § 1161(4).
Tenant refuses to renew.	A written lease terminates after 1/1/20, and following a written request tenant refuses to execute a renewal of similar duration and terms. Refusal to renew can include tenant's failure to agree to a clause allowing for landlord move-in. Cal Civ. Code § 1161(2)(A)(ii).
Criminal activity.	Tenant engages in criminal activity on the property, (including common areas), or criminal activity or threats, as defined in Penal Code 422(a) (death or great bodily injury to another person), on or off the property, directed at owner or owner's agent.
Assigning or subletting in violation of lease.	Assigning or subletting the premises in violation of the lease, per Cal Civ. Code § 1161(4).
Tenant refuses to allow landlord reasonable access to the unit.	Tenant's refusal to allow access as authorized by Cal Civ. Code § 1101.5, 1954, and 1946.2 and Cal. Health and Safety Code §§ 13113.7 and 17926.1.
Using premises for unlawful purpose.	Unlawful purpose as described in Cal Civ. Proc. § 1161(4), i.e., Cal. Civ. Code §§ 3482.8 (dog/cockfighting), 3485(c) (guns & ammo) and 3486(c) (drugs).
Terminated employee refuses to vacate.	Tenant is landlord's employee, agent, or licensee who refuses to vacate following termination. (Cal. Civ. Code § 1161(1).)
Hold-over tenant.	Tenant fails to deliver possession after providing written notice pursuant to Cal. Civ. Code §1946 of tenant's intention to terminate the lease; or tenant's written offer to surrender is accepted in writing by the landlord, but tenant fails to deliver. (Cal Civ. Proc. § 1161(5).)

Reasons Allowed for Just Cause Evictions—No Fault	
Owner move-in by owner or owner's spouse, domestic partner, children, grandchildren, parents, or grandparents.	For leases entered into on or after 7/1/20, move-ins are available only if the tenant agrees in writing, or if a lease provision specifically allows termination for owner move-ins. Adding a provision to a renewal which allows termination for owner move-in constitutes a "similar provision" for the purposes of refusing to renew a lease.
Withdrawal of property from the rental market.	
Landlord must evict tenant to comply with a local ordinance or an order from a court or government agency.	Eviction must be necessary to comply with (I) a government agency or court order relating to habitability that requires vacating the property; (II) a government agency or court order to vacate the property; or (III) a local ordinance that requires vacating the property. If a government agency or court determines tenant is at fault for triggering the order/need to vacate under Clause (I), the tenant is not entitled to relocation assistance.
Intent to demolish or to substantially remodel the property.	"Substantially remodel" means the replacement or substantial modification requiring a permit, or abatement of hazardous materials that requires the tenant to vacate for at least 30 days. Cosmetic improvements alone that can be performed safely without vacating, don't qualify as substantial rehabilitation.

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CIVIL CODE - CIV**DIVISION 3. OBLIGATIONS [1427 - 3273.16]** (*Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.*)**PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273.16]** (*Part 4 enacted 1872.*)**TITLE 5. HIRING [1925 - 1997.270]** (*Title 5 enacted 1872.*)**CHAPTER 2.7. Residential Rent Control [1954.50 - 1954.535]** (*Title 5 added by Stats. 1995, Ch. 331, Sec. 1.*)**1954.50.** This chapter shall be known and may be cited as the Costa-Hawkins Rental Housing Act.(*Added by Stats. 1995, Ch. 331, Sec. 1. Effective January 1, 1996.*)**1954.51.** As used in this chapter, the following terms have the following meanings:

(a) "Comparable units" means rental units that have approximately the same living space, have the same number of bedrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.

(b) "Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park, or the owner of a mobilehome or his or her agent.

(c) "Prevailing market rent" means the rental rate that would be authorized pursuant to 42 U.S.C.A. 1437 (f), as calculated by the United States Department of Housing and Urban Development pursuant to Part 888 of Title 24 of the Code of Federal Regulations.

(d) "Public entity" has the same meaning as set forth in Section 811.2 of the Government Code.

(e) "Residential real property" includes any dwelling or unit that is intended for human habitation.

(f) "Tenancy" includes the lawful occupation of property and includes a lease or sublease.

(*Added by Stats. 1995, Ch. 331, Sec. 1. Effective January 1, 1996.*)**1954.52.** (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:

(1) It has a certificate of occupancy issued after February 1, 1995.

(2) It has already been exempt from the residential rent control ordinance of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units.

(3) (A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code.

(B) This paragraph does not apply to either of the following:

(i) A dwelling or unit where the preceding tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827.

(ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value. The initial rent amount of the unit for purposes of this chapter shall be the lawful rent in effect on May 7, 2001, unless the rent amount is governed by a different provision of this chapter. However, if a condominium dwelling or unit meets the criteria of paragraph (1) or (2) of subdivision (a), or if all the dwellings or units except one have been sold separately by the subdivider to bona fide purchasers

for value, and the subdivider has occupied that remaining unsold condominium dwelling or unit as his or her principal residence for at least one year after the subdivision occurred, then subparagraph (A) of paragraph (3) shall apply to that unsold condominium dwelling or unit.

(C) Where a dwelling or unit in which the initial or subsequent rental rates are controlled by an ordinance or charter provision in effect on January 1, 1995, the following shall apply:

(i) An owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all existing and new tenancies in effect on or after January 1, 1999, if the tenancy in effect on or after January 1, 1999, was created between January 1, 1996, and December 31, 1998.

(ii) Commencing on January 1, 1999, an owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all new tenancies if the previous tenancy was in effect on December 31, 1995.

(iii) The initial rental rate for a dwelling or unit as described in this paragraph in which the initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not, until January 1, 1999, exceed the amount calculated pursuant to subdivision (c) of Section 1954.53. An owner of residential real property as described in this paragraph may, until January 1, 1999, establish the initial rental rate for a dwelling or unit only where the tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of the Code of Civil Procedure.

(b) Subdivision (a) does not apply where the owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(c) Nothing in this section shall be construed to affect the authority of a public entity that may otherwise exist to regulate or monitor the basis for eviction.

(d) This section does not apply to any dwelling or unit that contains serious health, safety, fire, or building code violations, excluding those caused by disasters for which a citation has been issued by the appropriate governmental agency and which has remained unabated for six months or longer preceding the vacancy.

(Amended by Stats. 2004, Ch. 568, Sec. 4. Effective January 1, 2005.)

1954.53. (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial rental rate for a dwelling or unit, except where any of the following applies:

(1) The previous tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees. For the purpose of this paragraph, the owner's termination or nonrenewal of a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, shall be construed as a change in the terms of the tenancy pursuant to Section 827.

(A) In a jurisdiction that controls by ordinance or charter provision the rental rate for a dwelling or unit, an owner who terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant may not set an initial rent for three years following the date of the termination or nonrenewal of the contract or agreement. For any new tenancy established during the three-year period, the rental rate for a new tenancy established in that vacated dwelling or unit shall be at the same rate as the rent under the terminated or nonrenewed contract or recorded agreement with a governmental agency that provided for a rent limitation to a qualified tenant, plus any increases authorized after the termination or cancellation of the contract or recorded agreement.

(B) Subparagraph (A) does not apply to any new tenancy of 12 months or more duration established after January 1, 2000, pursuant to the owner's contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, unless the prior vacancy in that dwelling or unit was pursuant to a nonrenewed or canceled contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant as set forth in that subparagraph.

(2) The owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(3) The initial rental rate for a dwelling or unit whose initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not until January 1, 1999, exceed the amount calculated pursuant to

subdivision (c).

(b) Subdivision (a) applies to, and includes, renewal of the initial hiring by the same tenant, lessee, authorized subtenant, or authorized sublessee for the entire period of his or her occupancy at the rental rate established for the initial hiring.

(c) The rental rate of a dwelling or unit whose initial rental rate is controlled by ordinance or charter provision in effect on January 1, 1995, shall, until January 1, 1999, be established in accordance with this subdivision. Where the previous tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of Code of Civil Procedure, an owner of residential real property may, no more than twice, establish the initial rental rate for a dwelling or unit in an amount that is no greater than 15 percent more than the rental rate in effect for the immediately preceding tenancy or in an amount that is 70 percent of the prevailing market rent for comparable units, whichever amount is greater.

The initial rental rate established pursuant to this subdivision may not substitute for or replace increases in rental rates otherwise authorized pursuant to law.

(d) (1) Nothing in this section or any other provision of law shall be construed to preclude express establishment in a lease or rental agreement of the rental rates to be applicable in the event the rental unit subject thereto is sublet. Nothing in this section shall be construed to impair the obligations of contracts entered into prior to January 1, 1996.

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit. Nothing contained in this section shall be construed to enlarge or diminish an owner's right to withhold consent to a sublease or assignment.

(4) Acceptance of rent by the owner does not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate, unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

(e) Nothing in this section shall be construed to affect any authority of a public entity that may otherwise exist to regulate or monitor the grounds for eviction.

(f) This section does not apply to any dwelling or unit if all the following conditions are met:

(1) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the Health and Safety Code, excluding any violation caused by a disaster.

(2) The citation was issued at least 60 days prior to the date of the vacancy.

(3) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(Amended by Stats. 2004, Ch. 568, Sec. 5. Effective January 1, 2005.)

1954.535. Where an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for rent limitations to a qualified tenant, the tenant or tenants who were the beneficiaries of the contract or recorded agreement shall be given at least 90 days' written notice of the effective date of the termination and shall not be obligated to pay more than the tenant's portion of the rent, as calculated under the contract or recorded agreement to be terminated, for 90 days following receipt of the notice of termination of nonrenewal of the contract.

(Added by Stats. 1999, Ch. 590, Sec. 3. Effective January 1, 2000.)

Assembly Bill No. 1399

CHAPTER 596

An act to amend Sections 7060.2, 7060.4, and 7060.7 of the Government Code, relating to residential real property.

[Approved by Governor October 8, 2019. Filed with Secretary of State October 8, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1399, Bloom. Residential real property: rent control: withdrawal of accommodations.

(1) Existing law, commonly known as the Ellis Act, generally prohibits public entities from adopting any statute, ordinance, or regulation, or taking any administrative action, as specified, to compel the owner of residential real property to offer or to continue to offer accommodations, as defined, in the property for rent or lease. Existing law authorizes a public entity acting pursuant to the Ellis Act to require an owner who offers accommodations for rent or lease within a period not exceeding 10 years from the date on which they were withdrawn, as specified, to first offer the unit to the tenant or lessee displaced from that unit by the withdrawal, subject to certain requirements. If the owner fails to comply with this requirement, the owner is liable to a displaced tenant or lessee for punitive damages not to exceed 6 months' rent.

This bill would prohibit a payment of the above-described punitive damages from being construed to extinguish the owner's obligation to offer the accommodations to a prior tenant or lessee, as described above.

(2) Existing law qualifies the Ellis Act prohibition on compelling owners to offer or to continue to offer accommodations by, among other things, permitting a public entity to require an owner to provide notice that the owner has initiated actions to terminate tenancies and, in this situation, the date of withdrawal of accommodations would be 120 days from the delivery of the notice. Existing law extends the term for the withdrawal of accommodations, in this context, to one year if the tenant or lessee is 62 years of age or older, or disabled, and other conditions are met.

This bill, with regard to the withdrawal of accommodations and the extension of tenancies, as described above, would require the date of withdrawal for the accommodations as a whole to be the latest termination date among all tenants within the accommodations for purposes of calculating specified time periods, as specified. The bill would make conforming changes to clarify the application of these provisions with respect to accommodations with multiple units and with respect to requirements to give notice to public entities and tenants with extended tenancies. The bill would also conform a statement of legislative intent relating to the Ellis Act

to specify that it is not intended to permit an owner to return to the rental market less than all of the accommodations, among other things. The bill would also amend this statement of legislative intent to make further statements regarding what the act is not intended to permit on the part of an owner.

The people of the State of California do enact as follows:

SECTION 1. Section 7060.2 of the Government Code is amended to read:

7060.2. If a public entity, by valid exercise of its police power, has in effect any control or system of control on the price at which accommodations may be offered for rent or lease, that entity may, notwithstanding any provision of this chapter, provide by statute or ordinance, or by regulation as specified in Section 7060.5, that any accommodations which have been offered for rent or lease and which were subject to that control or system of control at the time the accommodations were withdrawn from rent or lease, shall be subject to the following:

(a) (1) For all tenancies commenced during the time periods described in paragraph (2), the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of intent to withdraw the accommodations is filed with the public entity, plus annual adjustments available under the system of control.

(2) The provisions of paragraph (1) shall apply to all tenancies commenced during either of the following time periods:

(A) The five-year period after any notice of intent to withdraw the accommodations is filed with the public entity, whether or not the notice of intent is rescinded or the withdrawal of the accommodations is completed pursuant to the notice of intent.

(B) The five-year period after the accommodations are withdrawn.

(3) This subdivision shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the accommodations.

(b) If the accommodations are offered again for rent or lease for residential purposes within two years of the date the accommodations were withdrawn from rent or lease, the following provisions shall govern:

(1) The owner of the accommodations shall be liable to any tenant or lessee who was displaced from the property by that action for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of the withdrawal of the accommodations from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) A public entity which has acted pursuant to this section may institute a civil proceeding against any owner who has again offered accommodations for rent or lease subject to this subdivision, for exemplary damages for

displacement of tenants or lessees. Any action by a public entity pursuant to this paragraph shall be brought within three years of the withdrawal of the accommodations from rent or lease.

(3) Any owner who offers accommodations again for rent or lease shall first offer the unit for rent or lease to the tenant or lessee displaced from that unit by the withdrawal pursuant to this chapter, if the tenant has advised the owner in writing within 30 days of the displacement of the tenant's desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed. That tenant, lessee, or former tenant or lessee may advise the owner at any time during the eligibility of a change of address to which an offer is to be directed.

If the owner again offers the accommodations for rent or lease pursuant to this subdivision, and the tenant or lessee has advised the owner pursuant to this subdivision of a desire to consider an offer to renew the tenancy, then the owner shall offer to reinstitute a rental agreement or lease on terms permitted by law to that displaced tenant or lessee.

This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided in this subdivision, and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(c) A public entity which has acted pursuant to this section, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that an owner who offers accommodations again for rent or lease within a period not exceeding 10 years from the date on which they are withdrawn, and which are subject to this subdivision, shall first offer the unit to the tenant or lessee displaced from that unit by the withdrawal, if that tenant or lessee requests the offer in writing within 30 days after the owner has notified the public entity of an intention to offer the accommodations again for residential rent or lease pursuant to a requirement adopted by the public entity under subdivision (c) of Section 7060.4. The owner of the accommodations shall be liable to any tenant or lessee who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract rent for six months, and the payment of which shall not be construed to extinguish the owner's obligation to comply with this subdivision.

(d) If the accommodations are demolished, and new accommodations are constructed on the same property, and offered for rent or lease within five years of the date the accommodations were withdrawn from rent or lease, the newly constructed accommodations shall be subject to any system of controls on the price at which they would be offered on the basis of a fair and reasonable return on the newly constructed accommodations, notwithstanding any exemption from the system of controls for newly constructed accommodations.

(e) The amendments to this section enacted by the act adding this subdivision shall apply to all new tenancies created after December 31, 2002. If a new tenancy was lawfully created prior to January 1, 2003, after a lawful withdrawal of the unit under this chapter, the amendments to this section enacted by the act adding this subdivision may not apply to new tenancies created after that date.

SEC. 2. Section 7060.4 of the Government Code is amended to read:

7060.4. (a) Any public entity which, by a valid exercise of its police power, has in effect any control or system of control on the price at which accommodations are offered for rent or lease, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that the owner notify the entity of an intention to withdraw those accommodations from rent or lease and may require that the notice contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name or names of the tenants or lessees of the accommodations, and the rent applicable to each residential rental unit.

Information respecting the name or names of the tenants, the rent applicable to any residential rental unit, or the total number of accommodations, is confidential information and for purposes of this chapter shall be treated as confidential information by any public entity for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). A public entity shall, to the extent required by the preceding sentence, be considered an “agency,” as defined by subdivision (d) of Section 1798.3 of the Civil Code.

(b) The statute, ordinance, or regulation of the public entity may require that the owner record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the statute, ordinance, or regulation, and require a certification with that notice that actions have been initiated as required by law to terminate any existing tenancies. In that situation, the date on which the accommodations are withdrawn from rent or lease for purposes of this chapter is 120 days from the delivery in person or by first-class mail of that notice to the public entity. However, if the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations or unit within the accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw pursuant to subdivision (a), then the date of withdrawal of the accommodations of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the public entity, provided that the tenant or lessee gives written notice of their entitlement to an extension to the owner within 60 days of the date of delivery to the public entity of the notice of intent to withdraw. In that situation, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the public entity of the notice of intent to

withdraw, subject to any adjustments otherwise available under the system of control.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The owner may elect to extend the tenancy on any other unit within the accommodations up to one year after date of delivery to the public entity of the notice of intent to withdraw, subject to paragraphs (1) and (2).

(4) Within 30 days of the notification by the tenant or lessee to the owner of their entitlement to an extension, the owner shall give written notice to the public entity of the claim that the tenant or lessee is entitled to stay in their accommodations or unit within the accommodations for one year after date of delivery to the public entity of the notice of intent to withdraw.

(5) Within 90 days of date of delivery to the public entity of the notice of intent to withdraw, the owner shall give written notice of the owner's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the public entity and any tenant or lessee whose tenancy is extended.

(6) The date of withdrawal for the accommodations as a whole, for purposes of calculating the time periods described in Section 7060.2, shall be the latest termination date among all tenants within the accommodations, as stated in the notices required by paragraphs (4) and (5). An owner's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

(c) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify any tenant or lessee displaced pursuant to this chapter of the following:

(1) That the public entity has been notified pursuant to subdivision (a).

(2) That the notice to the public entity specified the name and the amount of rent paid by the tenant or lessee as an occupant of the accommodations.

(3) The amount of rent the owner specified in the notice to the public entity.

(4) Notice to the tenant or lessee of their rights under paragraph (3) of subdivision (b) of Section 7060.2.

(5) Notice to the tenant or lessee of the following:

(A) If the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the public entity of the notice of intent to withdraw, provided that the tenant or lessee gives written notice of their entitlement to the owner within 60 days of date of delivery to the public entity of the notice of intent to withdraw.

(B) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(C) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

(d) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify the public entity in writing of an intention to again offer the accommodations for rent or lease.

SEC. 3. Section 7060.7 of the Government Code is amended to read:

7060.7. It is the intent of the Legislature in enacting this chapter to supersede any holding or portion of any holding in *Nash v. City of Santa Monica*, 37 Cal.3d 97 to the extent that the holding, or portion of the holding, conflicts with this chapter, so as to permit landlords to go out of business. However, this act is not otherwise intended to do any of the following:

(a) Interfere with local governmental authority over land use, including regulation of the conversion of existing housing to condominiums or other subdivided interests or to other nonresidential use following its withdrawal from rent or lease under this chapter.

(b) Preempt local or municipal environmental or land use regulations, procedures, or controls that govern the demolition and redevelopment of residential property.

(c) Override procedural protections designed to prevent abuse of the right to evict tenants.

(d) Permit an owner to do any of the following:

(1) Withdraw from rent or lease less than all of the accommodations, as defined by paragraph (1) or (2) of subdivision (b) of Section 7060.

(2) Decline to make a written rerental offer to any tenant or lessee who occupied a unit at the time when the owner gave the public entity notice of its intent to withdraw the accommodations, in the manner and within the timeframe specified in paragraph (3) of subdivision (b), or in subdivision (c), of Section 7060.2. But the requirements of this paragraph shall not apply to:

(A) A unit that was the principal place of residence of any owner or owner's family member at the time of withdrawal, provided that it continues to be that person's or those persons' principal place of residence when accommodations are returned to the rental market as provided in this section.

(B) A unit that is the principal place of residence of an owner when the accommodations are returned to the rental market, if it is the owners' principal place of residence, at the time of return to the rental market, as provided in this section. If the owner vacates the unit within 10 years from the date of withdrawal, the owner shall, within 30 days, offer to rerent if required under this paragraph.

(e) Grant to any public entity any power which it does not possess independent of this chapter to control or establish a system of control on the price at which accommodations may be offered for rent or lease, or to diminish any such power which that public entity may possess, except as specifically provided in this chapter.

(f) Alter in any way either Section 65863.7 relating to the withdrawal of accommodations which comprise a mobilehome park from rent or lease or

subdivision (f) of Section 798.56 of the Civil Code relating to a change of use of a mobilehome park.

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**STAFF REPORT TO THE CITY COUNCIL AND
HOUSING SUCCESSOR**

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant

APPROVED BY: Tasha Johnson, Director Public Safety and Community Resources

SUBJECT: Public Hearing to review accomplishments for FY 2021-22 CDBG and Housing Successor Funds Reported in the Consolidated Annual Performance Evaluation Report (CAPER); and Review of Priority Needs and Strategies for the 2023-24 CDBG Action Plan

RECOMMENDED ACTION

- 1) It is recommended that the City Council receive and consider public comment on the FY 2021-22 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 2023-24 Action Plan.

FISCAL IMPACT

There is no impact of these actions to the General Fund.

DISCUSSION

1) Consolidated Annual Performance Evaluation Report (CAPER) for FY 2021-22.

The CAPER details the achievements of funded agencies during the second year of the 2020-25 Consolidated Plan. It examines individual agency goals and outcomes and how they contribute to achieving the City's five-year Consolidated Plan priorities. Funded agencies continued to adapt to effectively deliver services while still impacted by COVID variants and restrictions. Almost all agencies exceeded their goals. Following is a summary of the Priority Goals and Annual Strategies which were funded in FY 2021-22.

HOMELESS GOALS AND STRATEGIES (H-1 AND H-2)

H-1: Permanent Housing for Homeless. Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional

housing, and permanent housing with supportive services to help homeless persons achieve housing stability.

Homeless Outreach, Information and Referral

H-1.1 Health, Housing and Homeless Services Division, Contra Costa Health Services - CORE Homeless Outreach (HS \$30,000 allocated and expended). Program provides outreach services to homeless individuals and families and serves as the entry point into the coordinated entry system for unsheltered persons in the County. Outreach teams provide basic needs supplies, food kits, COVID testing kits, surgical masks, hand sanitizer, Narcan, counseling, benefits assistance, linkages to healthcare, shelter placement and referrals and transportation to CARE Centers.

❖ Goal 270, Served 780 (292%) *Significantly exceeded goal.*

H-1.2 Contra Costa Crisis Center/2-1-1 – Homeless Services (HS \$10,000 allocated and expended). Program provides 24/7 mental health crisis intervention services and a 2-1-1 information and referral service using full-time professional staff & highly trained volunteers and serves as the primary contact and gateway into the homeless coordinated entry system. Antioch funding for homeless-related calls only.

❖ Goal 1,000 Served 2,495 (250%) *Significantly exceeded goal.*

Homeless Shelter

H-1.3 Interfaith Council of CCC - Winter Nights Rotating Emergency Family Shelter (HS \$15,000 allocated and expended). Program provides emergency family shelter for up to 30 people in families with children. Services include shelter, food, transportation, case management, housing placement assistance and more. Shelter operates October – June and moves every two weeks to different faith-based locations. COVID greatly reduced their volunteer involvement as many were older and more vulnerable. There was greater turnover this year and families struggled to find stable housing. Winter Nights alumni program helps assist with deposits, car repairs, rent, etc. to support stability.

❖ Goal 18, Served 21 (117%). *Achieved goal.*

H-1.4 STAND! For Families Free of Violence - Emergency Shelter (HS \$10,000 allocated and expended). Program provides emergency shelter for women, children and now men who are fleeing domestic violence. Comprehensive supportive services include food, clothing, social and legal advocacy, vocational assistance, childcare, housing referrals, and counseling. In 21-22, STAND! continued to use a hybrid model with both on-site shelter and stays at a confidential motel to increase shelter capacity safely.

❖ Goal 10, Served 24 (240%). *Significantly exceeded goal.*

H-2: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.

H-2.1 Bay Area Legal Aid – Homeless Prevention Eviction Services (HS \$25,000 allocated and expended. Program provides eviction prevention services to extremely and very low-income Antioch households to help them avoid eviction and homelessness. Services provided include: tenant information and counseling; negotiations with landlords and other advocacy assistance; and legal services including advice, info and referral, and filing of required agency and court papers.

- ❖ In 21-22, agency provided new Antioch Housing Law Clinics to bring legal assistance to 30 individuals who needed assistance with housing retention, in addition to telephone services.
- ❖ Goal 125, Served 183 (146%) *Exceeded Goal*

H-2.2 Loaves and Fishes, Nourishing Lives – Feeding Homeless and At-Risk Households (CDBG \$10,000 allocated, \$9,999.95 expended). Program provides hot, nutritious meals Monday through Friday in Antioch dining room, located at 403 West 6th Street. Partnering with other agencies, clients are also offered safety net services such as medical, shelter, and registration for Cal Fresh.

- ❖ In 21-22, agency continued to provide boxed meals and moved to expanding services with a mobile delivery unit to better serve areas of greatest need, including Antioch.
- ❖ Goal 350, Served 658 (188%) *Significantly exceeded goal.*

H-2.3 SHELTER Inc. – Homeless Prevention/Rapid Rehousing (CDBG-CV1 & 3 \$871,974.76 remaining from 20-21, \$78,926.01 expended, balance \$793,048.75; HS \$60,000 allocated, \$56,616.15 expended). Program prevents homelessness for households at-risk of homelessness and rapidly re-houses households who were homeless by providing short-term financial assistance for move-in costs or past due rent.

- ❖ CDBG-CV Goal 13, Served 13 (100%) *Met Goal (Program suspended until April 2022 with clients referred to the State program)*
- ❖ HS Goal 100, Served 228 (228%) *Significantly exceeded goal.*
- ❖ HS Goal \$80,000 in assistance disbursed to Antioch residents Disbursed \$89,593,41 (112%) *Met goal.*

H-2.4 ECHO Housing – Homeless Prevention Legal Assistance & Defense for Evictions & Foreclosure (CDBG-CV3 \$125,000 allocated, \$0 expended).

- ❖ Funds were not needed due to eviction moratorium as HS funding for Tenant/Landlord services was sufficient. Program resumes in FY 22-23.

NON-HOUSING COMMUNITY DEVELOPMENT GOALS & STRATEGIES (CD-1–8) *Public Services (CD-1–5)*

CD-1: General Public Services. Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons, and ensure

access to programs that promote prevention and early intervention related to a variety of social concerns.

CD-1.1 Cancer Support Community (CDBG \$9,500 allocated, \$9,499.24 expended). Program's new center in Antioch provides comprehensive care (including psychosocial support, integrative therapies and community navigation) to anyone facing cancer, with funds supporting those facing cancer who are low-income residents of Antioch.

- ❖ In 21-22, services were provided exclusively online until May, when weekly support groups resumed in person, with hybrid approach continuing.
- ❖ Goal 14, Served 17 (121%) *Exceeded goal.*

CD-1.2 Opportunity Junction – Technology Center Training (CDBG \$9,500 allocated and expended). Program provides low-income workers, job-seekers, and seniors with accessible training in computer applications, English as a Second Language, typing, Spanish, and free access to computers and the Internet Mon-Thurs evenings from 5 pm to 9 pm.

- ❖ In 21-22, all services offered on-line only, including free typing tests to help people apply for jobs.
- ❖ Goal 150, Served 51 (34%) *Did not meet goal due to COVID restrictions, even after moving resources on-line, as clients did not have internet access which this service provides.*

CD-2: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers.

CD-2.1 Senior/Disabled Adults: Choice in Aging – Bedford Center Adult Day Health Cares (CDBG \$9,500 allocated, \$6,601.56 expended). Program provides adult day health care for severely disabled adults, primarily frail seniors and those with various types of dementia to support living at home and caregiver respite. In FY 21-22, agency delivered services remotely including phone calls and zoom meetings, delivering lunch and supplies and care baskets, as well as activity packets.

- ❖ In 21-22, services were delivered remotely until later in the year when in-person programming resumed.
- ❖ Goal 28, Served 22 (79%) *Under goal.*

CD-2.2 Victims of Domestic Violence: Contra Costa Family Justice Alliance – Navigation for Victims of Domestic Violence (CDBG \$9,500 allocated, \$9,499.65 expended). Program provides system/services navigation services to victims of domestic violence, sexual assault, child abuse, elder abuse, and human trafficking. In 21-22, agency started a Trauma Recovery Center where victims get up to 20 therapy sessions regardless of insurance and access additional housing services.

- ❖ Goal 250, Served 447 (179%) *Significantly exceeded goal.*

CD-2.3 Seniors: Contra Costa Senior Legal Services (CDBG \$9,500 allocated, \$9,499.79 expended.) Program provides vital legal assistance to older residents of the County aged 62 and over in areas such as eviction defense, protection from elder abuse and consumer debt.

- ❖ In 21-22, rising eviction filings led to a greater number of housing cases. While Senior Centers were closed, services were provided online and by phone.
- ❖ Goal 90, Served 110 (122%) *Exceeded goal.*

CD-2.4 Seniors/Disabled Adults: Lions Center for the Visually Impaired – Independent Living Skills (CDBG \$9,500 allocated and expended. Program provides in-home independent living skills instruction and training to visually impaired adults so they will maintain their independence and avoid institutionalization.

- ❖ In FY 21-22 agency continued virtual and in-person services and increased outreach.
- ❖ Goal 28, Served 90 (321%) *Significantly exceeded goal.*

CD-2.5 Seniors/Disabled Adults: Meals on Wheels Diablo Region – Meals on Wheels, (CDBG \$9,500 allocated, \$9,499.94 expended; CDBG-CV1 \$20,000 allocated prior year, remaining \$2,250.80 expended. Program delivers seven nutritious meals each week to frail, home bound seniors and disabled adults to help them live at home in safety, comfort, and with dignity for as long as they can. Seniors benefit from daily health and wellness checks from volunteer drivers and ongoing client monitoring through in-home visits by outreach workers.

- ❖ In FY 21-22, agency significantly expanded services by providing weekly frozen meal delivery and added routes to reduce waiting times.
- ❖ CDBG Goal 250, Served 353 (141%) *Exceeded goal* (Note: additional unduplicated number of seniors served with CDBG-CV funding below)
- ❖ CDBG-CV Goal 10, Served 11 (111%) *Met goal.*

CD-2.6 Seniors: Meals on Wheels Diablo Region – Care Management (CDBG \$9,500 allocated and expended). Program provides an array of services to help older adults and their families meet long-term care needs. Care managers assist seniors in resolving critical issues affecting their health and wellness to help them live as independently as possible.

- ❖ In 21-22, agency expanded Elder Abuse Prevention.
- ❖ Goal 150, Served 152 (101%) *Met goal.*

CD-2.6 Seniors/Disabled Adults: Empowered Aging - Ombudsman Services (CDBG \$9,500 allocated, \$9,487.50 expended). Program provides dependent adults and elderly residing in long-term care facilities with access to safe and secure environments through the advocacy of trained and certified Ombudsman who investigate abuse and ensure compliance of facilities.

- ❖ Goal 125, Served 125 (100%) *Met goal.*

CD-3: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.

CD-3.1 Bay Area Crisis Nursery (CDBG \$9,500 allocated and expended). Program provides short-term residential/shelter services and emergency childcare for children ages birth through five years.

- ❖ To respond to COVID, agency established a diaper bank & a Family Resource Navigator to assist families.
- ❖ Goal 9, Served 32 (356%) *Significantly exceeded goal.*

CD-3.2 Court Appointed Special Advocates – CASA Advocacy for Youth at Risk (CDBG \$9,500 allocated, \$9,499.67 expended). Program provides advocacy, mentoring and representation services to abused and neglected children who are wards of the County Juvenile Dependency Court to improve access to social services, health care, therapeutic services and a safe and permanent living situation.

- ❖ In FY 21-22 agency trained and has sufficient volunteers to meet referrals from the court.
- ❖ Goal 40, Served 55 (138%) *Exceeded goal.*

CD-4: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice in the City of Antioch.

CD-4.1 ECHO Housing – Fair Housing Services (CDBG Admin \$25,000 allocated, and expended). Program investigates complaints of alleged housing discrimination and provides fair housing counseling services, including advice, mediation, testing/audits to uncover discrimination, training to housing providers, and outreach and education to residents and landlords.

- ❖ In 21-22, agency expanded eviction prevention services after moratorium expired.
- ❖ Goal 50 (cases only, not outreach), Served 66 (132%) *Exceeded goal.*

CD-5: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords and educate both as to their rights and responsibilities, so as to help prevent people from becoming homeless and to ensure fair housing opportunity.

CD-5.2 ECHO Housing – Tenant/Landlord Counseling Services (CDBG \$30,000 allocated, \$29,238.83 expended). Program provides landlord/tenant counseling services and legal services to Antioch tenants and landlords on their rights and responsibilities under federal, state and local housing laws.

- ❖ Goal 175, Served 233 (133%) *Exceeded goal.*

Economic Development (CD-6)

CD-6: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- and low-income residents, and increase the viability of neighborhood commercial areas.

CD-6.1 COCOKids – Road to Success for Childcare Businesses (CDBG \$20,000 allocated and expended). Program benefits lower income residents by providing microenterprise assistance for those who want to maintain or start stable small businesses as licensed home-based family childcare providers.

- ❖ In FY 21-22, agency retained 10 and assisted 14 new Antioch childcare businesses, with 73 potential working on the licensing process in the City to help meet an acute shortage driven by the closing of these businesses during pandemic.
- ❖ Goal 20, Served 24 (120%) *Met goal.*

CD-6.3 Opportunity Junction – Job Training and Placement Program (CDBG \$60,000 allocated and expended). Program integrates computer training with life skills, paid experience, case management and psychological counseling, career counseling and job placement, and long-term ongoing support. Participants enter administrative careers that enable them to become self-sufficient.

- ❖ In 21-22, avg wage was \$21.10/39 hrs per week.
- ❖ Goal 2, Served 3 (150%) *Exceeded goal. NOTE: 14 Antioch residents were trained and placed in total. HUD permits counting only those trained and placed with businesses that have a hiring contract with OpJ, which was 3 persons.*

Infrastructure & Public Facilities for Homeless/Emergency (CD-7 & CD-8)

CD-7: Infrastructure and Accessibility: Maintain adequate infrastructure in lower income areas and ensure access for the mobility-impaired by addressing physical access barriers to goods, services, and public facilities in such areas.

CD-7.1 (2000) City - ADA Access to Restrooms (CDBG \$ 369,471.96 allocated and expended). Project added improved physical access to restrooms outside of the Council Chambers by reconstructing to bring them up to ADA standards.

- ❖ Project complete.

CD-7.1 (2001) City - Downtown Roadway Rehabilitation/Ramps (CDBG \$476,988 allocated, \$18,885,23 expended in 21-22, remainder carried over for next year). Project rebuilds roadways in lower income areas north of 10th Street, while also improving drainage and adding curb cuts for ADA access.

- ❖ Project received 2022-23 funding and is under contract.

CD-7.2 City - ADA Access to Restrooms (CDBG \$ 369,471.96 allocated and expended) Project added improved physical access to restrooms outside of the Council Chambers by reconstructing to bring them up to ADA standards.

- ❖ Project complete.

CD-8: Public Facilities for Homeless and Emergency Services: Improve public facilities at which agencies deliver services to homeless residents and those that will serve as Cooling Centers, Warming Centers, and Clean Air Centers.

CD-8.1 Contra Costa County-Antioch Library HVAC (CDBG \$195,000 allocated, \$194,891 expended, drawn in 21-22). Project replaces failing HVAC unit in Antioch Public Library in downtown low-income area to better meet the needs of the community in general and also be a reliable cooling center in the Summer and, possibly as a warming center for people experiencing homelessness in the winter.

- ❖ *Achieved.*

Administration (CD-9)

CD-9: Administration. Support development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector and administer federal grant programs in a fiscally prudent manner.

CD-9.1 City, Administration of CDBG Program (CDBG-\$145,000 allocated, \$105,910.04 expended; CDBG-CV \$19,257 allocated & \$15,988.75 spent in 2020-21; \$880.00 expended in 21-22, \$2,388.25 remainder for following years). Program supports the development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector and administering federal grant programs in a fiscally prudent manner.

Affordable Housing Goals and Strategies (AH-1 – AH-3)

AH-3: Maintain and Preserve Affordable Housing. Maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

AH-3.1 Bay Area Affordable Homeownership Alliance – Antioch Home Ownership Program (HS \$50,000 allocated \$19,625 expended). Program helps lower income Antioch renters, employees of Antioch businesses, and others become Antioch homeowners by providing HUD approved homebuyer education (8 hrs.) and counseling, reviewing applications, assistance to identify down payment subsidies, and connection with lenders.

- ❖ *Program was suspended by Community Development March 2020 to determine pandemic effects on the housing market; program evaluated in Feb 2022 w/additional funding sources, revised contracts, to restart Sept 2022.*

AH-3.2 City of Antioch – AHOP Down Payment Loans/Closing Cost Grants (CDBG Housing Revolving Loan Fund \$339,711 allocated, \$0 expended).

- ❖ *Program was suspended by Community Development at onset of pandemic, will restart September 2022*

AH-3.3 Habitat for Humanity – Homeowner Housing Rehabilitation (HS \$500,000 allocated, \$240,605.39 expended). Project helps lower income single-family homeowners to rehabilitate their homes and improve accessibility and livability, especially for elderly and disabled homeowners.

❖ *Goal was 10 grants, 1 loan. Agency made grants to 11 households, and loans to 1 household, with 7 additional projects underway. Program received 32 applications over the year.*

AH-4: Reduce household energy costs. Increase housing and energy security to make housing more affordable to lower income households by reducing the consumption of energy.

AH-4.1 Rising Sun Center for Opportunity-Home Energy & Water Assessment/Remediation (CDBG RLF \$30,000 allocated, \$0 expended). Project helps lower income renters and homeowners save energy, water and money by conducting in-home assessments and providing LED light bulbs, smart power strips, faucet aerators, efficient showerheads, etc.

❖ *Program was heavily modified due to pandemic, eliminating in-person visits and no longer qualified for housing funding.*

Public Comment. As of the writing of this report, no public comment has been received on the CAPER from the Public Notice that was published on 9/9/2022 for a 15-day public comment period.

Council is asked to consider all public comments, and the CAPER will be submitted with public comments to HUD at the end of September.

#2 – Review of Priority Needs and Strategies for the 23-24 Action Plan.

The City completed a thorough review of needs of the Antioch population for the development of the 2020-25 Consolidated Plan, which was adopted in May 2020. These priorities emphasized the delivery of **services and assistance to the City's most vulnerable residents.**

Priorities include providing shelter and services for individuals and families who are homeless or at risk of becoming homeless, assisting severely disabled adults and seniors who are in care facilities or living at home with caregivers trying to avoid institutionalization, elderly residents who need assistance to prevent abuse and fraud or need help with legal matters, and those who are victims of domestic violence. The Consolidated Plan also prioritizes youth in unstable households and those in foster care who have been abused. It addresses health disparities in the support of cancer treatment and bilingual training and access to technology for lower income and limited English-speaking households. It promotes fair housing access for all residents through testing and training to address instances of housing discrimination and helps prevent evictions and mediate issues between landlords and tenants.

The Plan continues to address deteriorated infrastructure and public facilities in the City's oldest, lowest income, and most diverse neighborhoods, fixing roads and flooding issues and providing curb cuts to increase access for disabled residents. It helps lower income Antioch renters and workers to become homeowners and assists elderly and low-income homeowners with rehabilitation loans and grants to age in place and preserve the family asset and the City's housing stock. It addresses housing affordability by helping homeowners and renters to reduce their home energy and water bills and expands community resilience to natural hazards. Finally, in subsequent years, it seeks to increase the City's supply of housing for persons who are exiting homelessness.

Challenges and Changes to Priorities. Since last year, additional factors have emerged and were considered in the review of priority needs. Some of the factors that the Council CDBG Committee addressed in the three-year funding cycle include the following:

- Continued re-emergence of coronavirus variants affecting businesses. Businesses have struggled to obtain and retain workers and attract enough customers to stay afloat, with many closing. The CDBG Committee recommended increased funding in the Economic Development category to support emerging microenterprises for FY 22-23, and Council is also allocating ARPA funding for small business support in FY 22-23.
- Insufficient childcare hinders workers from returning. Residents have reported lack of childcare as a significant factor in returning to the workforce, as hundreds of childcare spots were lost during the pandemic. Childcare microenterprise assistance was again funded to help meet the need.
- Eviction moratoriums. Evictions have continued to remain high in Antioch since the State and County eviction moratoriums ended, so the City Council Committee recommended allocating additional funds for Rental Assistance and Tenant/Landlord Counseling and legal advice.
- Rental Assistance. The disbursement of Federal rental assistance through the State has slowed, so staff reinitiated the CDBG-CV funded rental assistance of almost \$1 million in spring of 2022, to continue until funds are exhausted.

Because the priorities adopted by the City Council have sufficient flexibility to allow the City to meet present challenges, the Consultant recommends no further changes at this time. As always, additional funding will be sought to augment and expand existing services.

Public Comment. As of the writing of this report, no public comment has been received on priorities for FY 23-24 from the Public Notice that was published on 9/9/2022 for a 15-day public comment period.

Council is asked to consider all public comments on whether the priorities for 2023-24 Action Plan should be modified and provide guidance to staff on retaining or changing priorities.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Anne Hersch, Planning Manager *AM for AH*

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: UP-22-09 Use Permit for 2615 Somersville Rd. Cannabis Dispensary - The applicant is seeking Use Permit approval to operate a new retail cannabis dispensary at 2615 Somersville Road. The subject site is a 25,000 square foot lot with an existing 4,057 square foot commercial building built in 1975. The business is proposed to operate from 9am-8pm, seven (7) days a week.

RECOMMENDED ACTION

It is recommended that the City Council adopt the Resolution approving UP-22-09, a Use Permit for a new cannabis dispensary at 2615 Somersville Rd.

FISCAL IMPACT

There are no direct fiscal impacts incurred by the City. The City will receive revenue from the business upon execution of an Operating Agreement.

DISCUSSION

Planning Commission Review

The Planning Commission voted 5-0 to adopt Resolution 2022-22 forwarding a recommendation to City Council to approve UP-22-09.

Project Request

The applicant is seeking Use Permit approval to operate a retail cannabis dispensary at 2615 Somersville Rd. A retail dispensary also requires a Type 10 "Storefront Retailer" license through the State Department of Cannabis Control. A Type 10 license is defined as:

“A storefront retailer has a physical location where cannabis goods are sold. Storefront retailers can also deliver cannabis goods.”

Tenant improvements include a new lobby, a large retail showroom, secure storage, order processing area, and office space.

Project Timeline

- Pre-Application Review: April 28, 2022
- Project Submitted to City: May 16, 2022
- Project Deemed complete: June 24, 2022
- Planning Commission Review: August 17, 2022
- City Council Review: September 27, 2022



Image 1. Street View

Site History

The subject site is a 25,000 sq. ft. lot with an existing 4,057 sq. ft. commercial building built in 1975. City records show that the building was originally constructed and occupied by AAA in 1974 and used as a district office. The building was expanded in 1984 by 800 sq. ft. to accommodate insurance offices. In 2015, “Fast Auto & Payday Loans” occupied the building and ceased operation in 2020. The building has been vacant since 2020.

BACKGROUND

2021 Cannabis Ordinance Amendment

On October 26, 2021, the Antioch City Council adopted Ordinance No. 2199-C-S which established new cannabis overlay districts and modified Section 9-5.3845 “Cannabis Businesses.” Section 9-5.3801 “Summary of Zoning Districts” was amended to include the “CB3 Somersville District” cannabis overlay district which allows retail cannabis dispensaries. If approved, this Use Permit will be the first dispensary in the CB3 Overlay District.

Section 9-5.3801 “Summary of Zoning Districts”

CB 3 Somersville District—the area bounded by Buchanan Road, Delta Fair Boulevard, and Fairview Drive.

CB 3 allows storefront retail only.

Separation of Sensitive Uses

Pursuant to Section 9-5.3845, there is a 600 ft. separation requirement between the proposed cannabis retail business and sensitive uses. Section 9-5.203 “Definitions” defines “Sensitive Use.”

SENSITIVE USE: (a) Any school providing instruction in kindergarten or any grades 1 through 12; (b) a day care center which is a child day care facility other than family day care home and includes infant centers, preschools, extended day care facilities, school age child care centers and child care centers licensed pursuant to Health & Safety Code §1596.951; (c) youth center which is any public or private facility that is primarily used to host recreational or social activities for minors including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities; (d) any public park owned or operated by the City; or (e) any property located within the City’s boundaries and occupied by a City residential land use or designated by the City as residential in the City’s general plan or zoning ordinance.

There are no existing retail cannabis businesses, schools, day care centers, or youth centers, as defined by the Municipal Code within 600 feet of the proposed location.

ANALYSIS

Business Operation

The business is proposed to operate from 9am-8pm, seven (7) days a week. The business will employ up to thirty-five (35) employees including management, security personnel, and delivery drivers. Special Conditions of Approval addressing business operation and site management include:

18. Hours of Operation. The hours of operation shall be from 9:00 AM – 8:00 PM. Any changes to the hours of operation shall be subject to the review and approval of the Zoning Administrator.

25. Nuisance Prevention. 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.

Security Plan

The applicant submitted a security plan that addresses the following issues:

- 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.

A formal security plan was submitted as part of the entitlement application. The security plan was reviewed by the Antioch Police Department and is consistent with the security expectations detailed in the Cannabis Guidelines. Special Conditions of Approval related law enforcement include:

29. Security Plan Modifications. *Any changes to the site security plan shall be subject to the review and approval of the Chief of Police or designee.*

30. Armed Security Guards. *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 security guard shall be on-site when the facility is closed. A copy of the contract with the Security Company shall be provided to the Community Development Director and City Attorney for review and approval prior to issuance of a certificate of occupancy.*

42. Police Inspection. *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.*

CEQA

This proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Article 19, Section 15332 Infill Development. Class 32 consists of projects characterized as in-fill development meeting the following conditions:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value, as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

The subject site is .57 acres, already developed and served by existing utilities and public services. Construction includes tenant improvements and parking lot striping.

ATTACHMENTS

- A. Resolution approving UP-22-09 Use Permit for 2615 Somersville Rd. Cannabis Dispensary with Exhibit A Conditions of Approval
- B. Planning Application
- C. Project Description
- D. Project Plans
- E. Site Photos
- F. Odor Mitigation Plan
- G. [Link to Planning Commission Staff Report dated August 17, 2022](#)
- H. [Link to Planning Commission Resolution 2022-22](#)

RESOLUTION NO. 2022/xx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A USE PERMIT FOR A NEW CANNABIS DISPENSARY AT
2615 SOMERSVILLE ROAD ANTIOCH (APN: 076-432-016)
(UP-22-09)**

WHEREAS, the City of Antioch (“City”) received an application for a use permit for a new cannabis dispensary at 2615 Somersville Road Antioch (UP-22-09) date received May 16, 2022;

WHEREAS, the application was deemed complete on June 24, 2022;

WHEREAS, the subject site is located in the CB 3 Somersville Overlay District which allows for retail cannabis dispensaries subject to approval issuance of a Use Permit pursuant to Section 9-5.3845 of the Antioch Municipal Code;

WHEREAS, a Type 10 Cannabis Retailer license is required through the Department of Cannabis Control;

WHEREAS, the project is Categorically Exempt from CEQA pursuant to Section 15332 “Infill Development Projects” of the CEQA Guidelines;

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on August 5, 2022 for the public hearing held on August 17, 2022;

WHEREAS, the Planning Commission held a public hearing and considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request and adopted Resolution 2022-22 recommending the City Council approve UP-22-09;

WHEREAS, on September 16, 2022, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 for the City Council public hearing held on September 27, 2022; and

WHEREAS, the City Council held a public hearing, considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that the City Council hereby makes the following findings for approval of the requested Use Permit (UP-22-09) pursuant to Section 9-5.2703 “Required Findings” (B) (1) (a-e) of the Antioch Municipal Code:

- a. 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.

Finding: The proposed cannabis distribution includes operational Conditions of Approval to minimize impacts including on-site armed security at all times with annual audits of the site security plan. The business shall also maintain on-site odor control so that cannabis related odors are not readily detected outside the structure. Based upon the conditions imposed, the cannabis dispensary use will not create adverse impacts to the surrounding businesses and residents.

- b. The use applied at the location indicated is properly one for which a use permit is authorized.

Finding: The property is zoned CB 3 Somersville Cannabis Overlay District. This district allows cannabis dispensaries with the approval of a use permit from City Council.

- c. The site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required.

Finding: The project has been designed to an existing commercial building in the CB 3 Somersville Cannabis Overlay District. On-site parking is provided and the site has a secure area for cannabis deliveries.

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

Finding: The subject site is located on Somersville Rd. which is an arterial roadway. The roadway is adequate to support the trip generation and vehicle flow associated with the operation of a cannabis dispensary. The project site is served with right turn and right turn out access and has two-way directional on-site circulation.

- e. The granting of such use permit will not adversely affect the comprehensive General Plan because the proposed uses and design are consistent with the General Plan.

Finding: The use will not adversely affect the comprehensive General Plan as the project is consistent with the Regional Commercial General Plan Land Use designation.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby makes the following additional finding pursuant to Section 9-5.3845 (D) (1) "Cannabis Businesses" of the Antioch Municipal Code:

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

Finding: The conditions of approval on the project are consistent with the cannabis guidelines. The security plan has been reviewed by the Antioch Police Department and security conditions have been included per their direction. The revenue generated through the required operating agreement will provide a financial benefit to the City of Antioch.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby approves a Use Permit (UP-22-09) for a new cannabis dispensary at 2615 Somersville Road Antioch (APN: 076-432-016) subject to the Conditions of Approval attached hereto in Exhibit A.

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 27th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A
CONDITIONS OF APPROVAL
(SEPARATE PAGE)

EXHIBIT A: CONDITIONS OF APPROVAL

General Conditions		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
1.	Project Approval. This Use Permit approval is for a cannabis retail business 2615 Somersville Rd., as substantially shown and described on the project plans, except as required to be modified by conditions herein or in the Development Agreement. Plans date received June 24, 2022, as presented to the Planning Commission on August 17, 2022 and the City Council on September 27, 2022. For any condition herein that requires preparation of a Final Plan where the project applicant has submitted a conceptual plan, the project applicant shall submit final plan(s) in substantial conformance with the conceptual plan, but incorporate the modifications required by the conditions herein for approval by the City.	City of Antioch	On-Going	Planning Department	
2.	Project Approval Expiration. This Use Permit recommendation for approval expires on September 27, 2024. An extension may be granted by the Zoning Administrator for a period up to one (1) year, provided that, at least ten (10) days before expiration of one (1) year from the date when the approval becomes effective, an application for renewal of the approval is filed with the Community Development Department.	City of Antioch	On-Going	Planning Department	
3.	City Fees. The applicant shall pay any and all City and other related fees applicable to the property, as may be modified by conditions herein. Fees shall be based on the current fee structure in effect at the time the relevant permits are secured and shall be paid before issuance of said permit or before any City Council final action approval. Notice shall be taken specifically of Plan Check, Engineering, Fire and Inspection Fees. The project applicant shall also reimburse the City for direct costs of planning; building and engineering plan check and inspection, as	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	mutually agreed between the City and applicant. <i>Discretionary or ministerial permits/approvals will not be considered if the developer is not current on fees, balances, and reimbursement that are outstanding and owed to the City.</i>				
4.	Pass-Through Fees. The developer shall pay all pass-through fees. Fees include but are not limited to: a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance. b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance. c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s). d. Contra Costa County Flood Control District Drainage Area fee. e. School Impact Fees. f. Delta Diablo Sanitation Sewer Fees. g. Contra Costa Water District (CCWD) Fees.	City of Antioch	On-Going	Community Development Department	
5.	Appeals. Pursuant to Section 9-5.2509 of the Antioch Municipal Code, any decision made by the Planning Commission which would otherwise constitute final approval or denial may be appealed to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk within five (5) working days after the decision. All appeals to the City Council from the Planning Commission shall be accompanied by a filing fee established by a resolution of the City Clerk.	City of Antioch	Within 5 Days of Planning Commission Action	Planning Department	
6.	Requirement for Building Permit. Approval granted by the Planning Commission does not constitute a building permit or authorization to begin any construction or demolish an existing structure. An appropriate permit issued by the Community Development Department must be	City of Antioch	On-Going	Building Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	obtained before constructing, enlarging, moving, converting, or demolishing any building or structure within the City.				
7.	Modifications to Approved Plans. The project shall be constructed as approved and with any additional changes required pursuant to the Zoning Administrator or Planning Commission Conditions of Approval. Planning staff may approve minor modifications in the project design, but not the permitted land uses. A change requiring discretionary approval and any other changes deemed appropriate by the Planning staff shall require further Planning Commission approval through the discretionary review process.	City of Antioch	On-Going	Planning Department	
8.	Hold Harmless Agreement/Indemnification. The applicant (including any agent thereof) shall defend, indemnify, and hold harmless, the City of Antioch and its agents, officers and employees, from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul the City's approval concerning this application. The City will promptly notify the applicant of any such claim action or proceeding and cooperate fully in the defense.		On-Going	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

Fire Standards		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
9.	All requirements of the Contra Costa County Fire Protection District shall be met.	Contra Costa County Fire Protection District (CCCFPD)	Timing Required	Contra Costa County Fire Protection District (CCCFPD)	

At the Time of Building Permit Issuance		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
10.	Encroachment Permit. The applicant shall obtain an encroachment permit from the Engineering Division before commencing any construction activities within any public right- of-way or easement.	City of Antioch	At the Time of Building Permit Issuance	Public Works Department	

At the Time of Construction		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
11.	Collection of Construction Debris. Gather all construction debris on a regular basis and place them in a Waste Management dumpster or other container that is emptied or removed on a weekly basis consistent with the Construction and Demolition Debris Ordinance. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution.	City of Antioch	On-Going	Building Department	

EXHIBIT A: CONDITIONS OF APPROVAL

12.	Construction Hours. Construction activity shall be as outlined in in the Antioch Municipal Code. Construction activity is limited to 8:00 AM to 5:00 PM Monday-Friday or as approved in writing by the City Manager. Requests for alternative construction hours shall be submitted in writing to the City Engineer. days/times restricted to the hours of 8:00 a.m. to 6:00 p.m.	City of Antioch	On-Going	Building Department / Public Works	
13.	Demolition, Debris, Recycling. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.	City of Antioch	On-Going	Building Department / Public Works	

Prior to Issuance of Occupancy Permit		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
14.	Planning Inspection. Planning staff shall conduct a site visit to review exterior building elevations for architectural consistency with the approved plans and landscape installation (if required). All exterior finishing details including window trim, paint, gutters, downspouts, decking, guardrails, and driveway installation shall be in place prior to scheduling the final inspection.	City of Antioch	Prior to Occupancy Permit	Planning Department	
15.	Debris Removal. All mud, dirt or construction debris carried off the construction site and shall be removed prior to scheduling the final Planning inspection. No materials shall be discharged onto a sidewalk, street, gutter, storm drain or creek.	City of Antioch	Prior to Occupancy Permit	Building Department	
16.	Fire Prevention. A final Fire inspection shall occur to inspect all fire prevention systems constructed as part of the project. Inspections shall occur prior to final occupancy permit issuance.	City of Antioch	Prior to Occupancy Permit	Fire Dept (CCCFPD)	

EXHIBIT A: CONDITIONS OF APPROVAL

Project Specific Conditions		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
17.	Type 10 License. This use permit approval applies to the operation of a cannabis dispensary depicted on the project plans and application materials submitted to the Community Development Department date stamped received May 16, 2022. Any forthcoming plans submitted for any purpose shall be entirely consistent with these received plans and application materials and conditions of approval herein.	City of Antioch	On-Going	Community Development Department	
18.	Hours of Operation. The hours of operation shall be from 9:00 AM – 8:00 PM. Any changes to the hours of operation shall be subject to the review and approval of the Zoning Administrator.	City of Antioch	On-Going	Community Development Department	
19.	State Licensing. All necessary licenses from the State of California shall be obtained prior to opening.	City of Antioch	Prior to Occupancy Permit	Community Development Department	
20.	Age Restrictions. 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.	City of Antioch	On-Going	Community Development Department	
21.	Smoking Prohibited. Smoking or ingestion of cannabis products on-site is prohibited.	City of Antioch	On-Going	Community Development Department	
22.	Samples Prohibited. Free samples of cannabis products are strictly prohibited.	City of Antioch	On-Going	Community Development Department	
23.	Secure Storage. 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.	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

24.	Waste Disposal. Cannabis related waste shall be stored and secured in a manner that prevents diversion, theft, loss, hazards and nuisance.	City of Antioch	On-Going	Community Development Department	
25.	Nuisance Prevention. 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.	City of Antioch	On-Going	Community Development Department	
26.	Business License/ Use Permit On-Site. 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.	City of Antioch	On-Going	Community Development Department	
27.	Window Visibility. No signs, tinting, or other graphic material may be used to obscure the storefront windows.	City of Antioch	On-Going	Community Development Department	
28.	Sale Location Area. Transactions and sales of cannabis are limited to the interior building area only. No drive-through, drive-up, or walk-up window services or sales are permitted.	City of Antioch	On-Going	Community Development Department	
29.	Security Plan Modifications. Any changes to the site security plan shall be subject to the review and approval of the Chief of Police or their designee.	City of Antioch	On-Going	Police Department	
30.	Armed Security Guards. 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 security guard shall be on-site when the facility is closed. A copy of the contract with the Security Company shall be provided to the Community Development Director and City Attorney for review and approval prior to issuance of a certificate of occupancy.	City of Antioch	On-Going	Police Department	

EXHIBIT A: CONDITIONS OF APPROVAL

31.	Registered Security. 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 and City Attorney. Should there be a change in the security private patrol operator or in the liability insurance of the applicant, the Community Development Director and City Attorney shall be notified within 5 business days.	City of Antioch	On-Going	Community Development Department	
32.	Revocation. 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: <ul style="list-style-type: none">• 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.	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

33.	Odor Control Measures. 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.	City of Antioch	On-Going	Community Development Department	
34.	Operating Inspections. During regular business hours all cannabis business premises shall be accessible, upon request, to an authorized City of Antioch employee or representative for random and/or unannounced inspections. An inspection fee maybe charged to the business for cost recovery of staff time.	City of Antioch	On-Going	Community Development Department	
35.	Annual Audit. 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.	City of Antioch	On-Going	Community Development Department	
36.	Building Security. 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.	City of Antioch	On-Going	Community Development Department	
37.	Signage. 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.	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

38.	Exterior Modifications. Any proposed exterior changes to the site shall be shown on the building permit plan submittal. Exterior changes may be subject to administrative design review approval.	City of Antioch	On-Going	Community Development Department	
39.	Paraphernalia. The only cannabis paraphernalia allowed to be sold at the site are pipes, rolling papers, vape pens, vape pen batteries, and chargers unless approved in writing by the Zoning Administrator.	City of Antioch	On-Going	Community Development Department	
40.	Delivery to the Site. 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. Any changes to this requirement shall be subject to the review and approval of Chief of Police or their designee.	City of Antioch	On-Going	Community Development Department	
41.	Surveillance Signage. Visible signage shall be placed at the entrance of the facility notifying the public of surveillance on site.	City of Antioch	Prior to Occupancy Permit	Community Development Department	
42.	Police Inspection. 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.	City of Antioch	Prior to Occupancy Permit	Police Department	
43.	Emergency Access. 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.	City of Antioch	On-Going	Police Department	

EXHIBIT A: CONDITIONS OF APPROVAL

44.	Surveillance Cameras. 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.	City of Antioch	On-Going	Police Department	
45.	Alarm System. A professionally monitored security alarm system shall be installed and maintained in good working condition. The alarm system shall include sensors to detect entry and 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.	City of Antioch	On-Going	Police Department	
46.	Security Contact. A local contact responsible for addressing security and safety issues shall be provided to, and kept current with, the Antioch Police Department.	City of Antioch	On-Going	Police Department	
47.	Operating Agreement. The applicant shall enter into an operating agreement with the City of Antioch prior to issuance of a certificate of occupancy. No business license shall be issued without an approved operating agreement.	City of Antioch	Prior to Occupancy Permit	City Attorney	

**ATTACHMENT B
PLANNING APPLICATION
(SEPARATE PAGE)**

CITY OF ANTIOCH

CANNABIS BUSINESS USE PERMIT APPLICATION



ATTACHMENT A – APPLICATION FORM

PROPERTY LOCATION		
Address: 2615 Somersville Road, Antioch, CA 94509		Assessor's Parcel No.: 076-432-016
Zoning Designation: C-3: Service/Regional Commercial District		General Plan Land Use Designation: Western Antioch Commercial Focus Area Boundary
PROJECT DESCRIPTION - Provide a basic description of the project below.		
Applicant wishes to open a storefront retail cannabis business including retail storefront and retail delivery.		
APPLICANT		
Name: 2615 Somersville Rd LLC		
Address: 1940 Embarcadero		
City: Oakland	State: CA	Zip: 94606
Telephone: (925) 513-7336		
Email: smccauley@mccauleyinv.com		
PROPERTY OWNER		<input type="checkbox"/> Same as applicant
Name: The Ranch in Oakley LLC		
Address: 112 Sandy Lane		
City: Oakley	State: CA	Zip: 94561
Telephone:		
Email:		

FOR OFFICE USE ONLY	
DATE RECEIVED:	FILE NO:
PLANNER:	
<input type="checkbox"/>	<input type="checkbox"/>

CITY OF ANTIOCH

CANNABIS BUSINESS USE PERMIT APPLICATION



REQUIRED SIGNATURES

As part of this application, applicant and real party in interest, if different, agrees to defend, indemnify, hold harmless, and release the City of Antioch, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of the above, the purpose of which is to attack, set aside, void, or annul the approval of this application and/or the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the City of Antioch, its agents, officers, attorneys, or employees.

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this application to the best of my ability and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

I understand that charges for materials and staff time spent processing this application will be billed monthly and is based on an hourly rate as identified in the current fiscal year fee schedule. Application processing includes but is not limited to plan checking and processing, meetings, phone calls, research, e-mail, and staff report preparation. Further, I understand that my initial deposit is not a fee and actual charges may be in excess of the deposit. The deposit will be returned to me at the conclusion of the process after all invoices have been paid. If invoices are not paid on a monthly basis, processing will be terminated until all past due amounts have been paid. Failure to pay invoices on a monthly basis may also result in an application being deemed incomplete; postponement of hearings or meetings; and/or inability to obtain a building permit. Failure to pay invoices on a monthly invoice may also result in the placement of a lien on the subject property. I assume full responsibility for all costs incurred by the City in processing this application. Further, I understand that approval of my project is NOT guaranteed and may be denied. In the case of a denial, I understand that I am still responsible for all costs incurred by the City in processing this application. I hereby authorize employees, officials and agents of the City of Antioch to enter upon the subject property, as necessary, to inspect the premises and process this application.

Executed at:
(City/State)

Dated:

2615 Somersville Rd LLC

5/16/2022

The Ranch in Oakley LLC

Applicant's Name

Date

Property Owner's Name*

Date

X DocuSigned by:


X  5/16/22

Applicant's Signature

Property Owner's Signature

* Real Party in Interest may be different than a listed property owner. If property is held by a trust, the real party in interest would be one or more individuals who benefit from the trust. In such a case, the actual beneficiary or real party in interest must sign instead of property trustee.

**ATTACHMENT C
PROJECT DESCRIPTION
(SEPARATE PAGE)**

2615 Somersville Rd LLC
CANNABIS DISPENSARY FACILITY
2615 SOMERSVILLE ROAD
ANTIOCH, CALIFORNIA 94509
PROJECT DESCRIPTION

2615 Somersville Rd LLC (“2615 Somersville Rd LLC”) proposes the operation of a storefront retail cannabis facility, including delivery operations, at the premises located at 2615 Somersville Road in Antioch. The operator will meet all the requirements and commitments discussed herein and all conditions of the Conditional Use Permit, as well as all applicable state and local laws and regulations.

Characteristics of the Proposed Cannabis Business

The proposed site is in the commercial area around Somersville Road, across the street from the Somersville Towne Center. The site hosts an existing building approximately 4,057 square feet in size. The size of the building will allow for a significant lobby, a large retail showroom, as well as secure storage, order processing area, and office space.



The location meets all of the site requirements applicable to cannabis retail businesses i approved by the City Council. There are no existing retail cannabis businesses, schools, day care centers, or youth centers, as defined by applicable law, within 600 feet of the proposed location.

2615 Somersville Rd LLC would bring valuable retail customers to the Somersville commercial area, and further the City’s goals of expanding its employment base and continuing revitalization and economic development. By bringing more shoppers, 2615 Somersville Rd LLC would also help drive business to the other shops and restaurants in the area. This increase in business would encourage other businesses to fill other vacant storefronts.

The proposed property is in need of revitalization. The proposed cannabis retail business would work to bring residents, businesses, and shoppers to this area of Antioch, and the jobs and tax revenue that follow.

Hours of Operation

We anticipate store operating hours will be seven (7) days per week, from 9:00am to 8:00pm, unless additional hours of operation are approved by the City and applicable regulations.

Number of Employees

2615 Somersville Rd LLC takes pride in their thorough recruiting and training strategy that will help them retain a full-time team of up to 35 individuals, including management, security personnel, and delivery drivers. 2615 Somersville Rd LLC will make it a priority to source employees from the local community, emphasizing social equity and marginalized groups.

Nature of the Products Produced, Stored, Sold or Handled

As required by state law and the regulations applicable to a cannabis retail store, 2615 Somersville Rd LLC will receive all cannabis products from state-licensed cannabis distributors in final form and ready for retail sale. This includes being fully packaged and tested by a state-licensed lab.

2615 Somersville Rd LLC is committed to offering products that meet medicinal and wellness needs of patients and customers. That means offering a wide range of hard-to-find products with high ratios of CBD to THC, as well as products containing other emerging cannabinoids such as THCV, CBN and CBG. Customers looking to benefit from cannabis without a psychoactive effect will be able to find products in topical or ingestible forms. 2615 Somersville Rd LLC will also carry a broad range of products from emerging entrepreneurs of diverse backgrounds.

2615 Somersville Rd LLC expects to sell the full range of adult-use and medicinal cannabis products available in today's market, including traditional cannabis flower, prerolls, edibles, vaporizer pens and cartridges, dabable products like live resin, shatter, and wax, as well as tinctures, topicals, and medical pill and tablet products. 2615 Somersville Rd LLC anticipates that approximately 50% of sales will be of traditional cannabis flower, 25% will be extracted products such as vaporizer cartridges, 20% will be edible products, and 10% will be topicals and capsule-type products.

How Other Guidelines Are Met

Security Plan. The details of 2615 Somersville Rd LLC's comprehensive security plan are included in a separate attachment to this application. They include a detailed plan prepared by Michael Yoell, retired command officer with the Oakland Police Department, who has successfully overseen security planning at numerous cannabis retail operations around the state. Security measures are designed to ensure emergency access is provided to the Antioch Police

Department and the Antioch Fire Department for all areas on the premises in case of an emergency. An annual audit of the site's security plan will be submitted to the Antioch Police Department. The audit will be conducted by City staff or a third-party company subject to the approval of the Antioch Police Department.

Security Documentation. A local contact who will be responsible for addressing security and safety issues will be provided to, and kept current with, the Antioch Police Department. 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 will be provided to the Community Development Department and City Attorney. Should there be a change in the security private patrol operator or in the liability insurance of the applicant, the Community Development Director and City Attorney will be notified within 5 business days.

Surveillance Signage. Visible signage will be placed at the entrance of the facility notifying the public of surveillance on site.

Inspections. During regular business hours, 2615 Somersville Rd LLC will be accessible upon request for random and/or unannounced inspections by City employees or representatives.

Odor Control. The details of 2615 Somersville Rd LLC's comprehensive odor control plan are included as a separate attachment to this application.

No Manufacturing or Cultivation. 2615 Somersville Rd LLC will not conduct any manufacturing or cultivation onsite.

Limited Entry. 2615 Somersville Rd LLC will use a lobby and waiting area to screen customers prior to entry to the retail floor. 2615 Somersville Rd LLC will only allow access to authorized individuals meeting the minimum age requirements and presenting a valid identification, and will utilize an electronic device to validate identification cards and driver's licenses. The lobby will be secured from the retail area. A customer entering the retail area will be buzzed through a locked door into the retail area by a security guard or employee.

No Onsite Consumption. 2615 Somersville Rd LLC will not permit onsite consumption of cannabis by customers or staff.

No Free Samples. 2615 Somersville Rd LLC will not provide free samples of products to customers or staff.

Product Storage. 2615 Somersville Rd LLC will store all cannabis products not used for display purposes or immediate sale in its secure vault room, identified on its site plan. The full security measures in place are more thoroughly discussed in the security plan.

Cannabis Accessories. 2615 Somersville Rd LLC will only sell cannabis accessories, such as pipes and rolling papers, that are allowed by state law and regulations and approved by the Conditional Use Permit. No such accessories will be visible from the exterior of the store.

Cannabis Waste. Cannabis related waste will be stored and secured in a manner that prevents diversion, theft, loss, hazards and nuisance.

Site Management. 2615 Somersville Rd LLC will discourage and promptly correct any problematic conditions in and around its premises. This includes requesting anyone engaging in nuisance activities to cease those activities, unless personal safety of the security staff would be threatened in making the request. Security staff will be trained to prevent loitering and to call the police promptly as needed. 2615 Somersville Rd LLC's team will also pick up trash at least daily and coordinate immediate removal of any graffiti. The site will be kept clean of all debris (boxes, junk, garbage, etc.) at all times. No illegal signs, pennants, banners, balloons, flags, or streamers will be used on this site at any time.

Permits. All necessary licenses from the State of California will be obtained prior to opening. 2615 Somersville Rd LLC will maintain and display a copy of its Cannabis Business Use Permit, City of Antioch Business License, Department of Cannabis Control License, Seller's Permit, and any other required State and/or County licenses. The permits will be displayed in a conspicuous place in the lobby/waiting area so that they may be readily seen by all persons entering the facility.

Storefront Windows and Signs. No signs, tinting, or other graphic material will be used to obscure the storefront windows. Building signage will 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 will be subject to staff review and approval.

Storefront Entrance & Accessibility. As shown in the site plan, the storefront entrance to 2615 Somersville Rd LLC will be off of Somersville Road, which is a visible location that provides an unobstructed view from the public right-of-way. The store entrance is in a flat and level location, and will be ADA accessible.

No Drive-Through, Drive-Up or Walk-Up Window. No window or pass-through to the exterior of the street will be used to make sales or deliveries.

Delivery Vehicles. Delivery vehicles will not contain identifiable markings that associate the delivery service with the cannabis business.

Architecture, Materials, Colors, Landscaping. The proposed facility is a preexisting building. The exterior of the building is beige stucco with a red accent along the roof. The building hosts a window wall along the front, side and back. 2615 Somersville Rd LLC intends to maintain this existing architecture and color, which fits well into the surrounding neighborhood. Bushes that are low in height align the sidewalk along the front of the building, and tree planters are spread around and within the parking lot. Photos of the site and building, as it exists, are included in the application package.

NEIGHBORHOOD RESPONSIBILITY PLAN

Provide a detailed written plan describing all efforts that will be made to mitigate or eliminate any impacts on the immediate neighborhood

As set out below, 2615 Somersville Rd LLC strives to have a positive impact on its immediate neighborhood. It will do so by developing relationships with City representatives, neighboring businesses and community members, and by implementing the measures detailed below to address any negative impacts.

1. Establishing Relationships

2615 Somersville Rd LLC intends to inspire people and communities to discover the holistic potential of cannabis. Our goal is to create a unique cannabis retail store that compliments Antioch's community and atmosphere. We feel cannabis has a role to play in active, happy, and engaged lives, and we want to ensure that people can make decisions about it in a safe, well-informed, and responsibly-tended environment. We understand that our success depends on our ability to meaningfully engage with the Antioch community and all of its unique and diverse stakeholders.

We maintain a list of non-emergency police department contacts for all facilities and, facilitated by our Facility Ambassador, will maintain regular communication with each law enforcement contact, advising of any changes in security policies or procedures. The company will maintain strong partnerships with local, state and federal law enforcement agencies engaging these agencies to support the security mission through:

- Proactive meetings. We will schedule regular check-ins with local law enforcement to ensure open lines of communication and known points of contact, inform on new processes, personnel, and procedures, and receive regulatory/compliance updates.
- Observation patrols. We invite law enforcement to participate in scheduled patrols of the interior and anytime patrols of the exterior facility to review/audit security processes and maintenance and management of the facility.
- Rapid response to incidents. We can furnish a copy of our incident response plan to law enforcement for review. All personnel are trained that rapid communication with law enforcement and first responders is a critical first step in the event of any incident.
- Collaborative training and exercises. We host training and exercises with security and law enforcement / first responders to foster good relationships, share best practices, and ensure familiarity with our security processes and retail facilities.

We will ensure channels of communication with the store are readily accessible and responsive, making it easy for citizens, customers and other businesses to provide feedback and notify us of any complaints. During operating hours, a manager will always be onsite to handle any complaints and address any immediate concerns. Complaints and other questions or feedback can also be provided via email, phone and via our innovative technology platform. Store contact information will be readily available on the 2615 Somersville Rd LLC's store website. When a complaint is made via phone, that message will be either transferred directly to the manager on-site or to the Facility Ambassador. Voicemails, emails, any complaints received through our software system will be responded to within 24 hours.

All complaints will be reviewed and recorded by 2615 Somersville Rd LLC's managers on a daily basis. Complaint records will include the time and date of the complaint, the nature of the complaint, the contact information of the individual making the complaint, and actions taken by 2615 Somersville Rd LLC personnel to address the complaint, including further review and investigation if necessary. If the city, a business or an individual brings a complaint that cannot be resolved immediately, 2615 Somersville Rd LLC management team will respond to that contact with a timeline for resolution. Certain complaints will trigger 2615 Somersville Rd LLC to contact local police or to work with city staff in order to address appropriately. Product complaints that concern product safety will trigger immediate action and recall procedures including notification to the distributor, notification to purchasers utilizing our technology platform and other means, and removal of the product from the sales floor.

We won't wait until operations start to listen to the concerns of the community. If approved for the next application phase, our Facility Ambassador will also be tasked with reaching out to neighboring businesses and other stakeholders to introduce ourselves, solicit feedback, and address any concerns proactively.

2. Environmental Nuisance Mitigation and Abatement

We are dedicated to mitigating any negative impacts of our business on the surrounding community, and will anticipate and quickly respond to objectionable conditions that might occur. We will take thoughtful steps to eliminate, minimize, and mitigate any negative impacts as a result of our operations.

As detailed below, nuisance mitigation techniques will also be incorporated into building design elements and infrastructure. We will work diligently with city staff to make a design plan that meets ours and the city's vision.

A. General Safety

The premises and surrounding area will be kept in a clean and safe condition. All trash and debris on the premises will be removed and properly disposed of at the end of each business day. All sidewalks and the alley behind the building will be kept clear and clean. Any graffiti placed upon the premises will be removed within forty-eight (48) hours of its occurrence.

B. Light

Adequate exterior lighting will provide visibility around the facility, which will help ensure the safety of our vendors, employees, and customers. During off-hours, motion detector lighting will help to deter burglary or robbery and enable security cameras to capture any illicit activity occurring on the property. To prevent any negative impacts associated with additional lighting, all outdoor lighting will be shielded and downward facing to minimize disturbance to surrounding businesses.

C. Noise

The design of the facility will minimize any additional noise created by its operations by taking noise into consideration as a part of the building design process, including avoiding noisy generators and selecting quiet filtration systems used for odor mitigation. 2615 Somersville Rd LLC will also address noise concerns by anticipating and mitigating the greatest potential sources of noise—loitering and pedestrian traffic, which are discussed in more detail below.

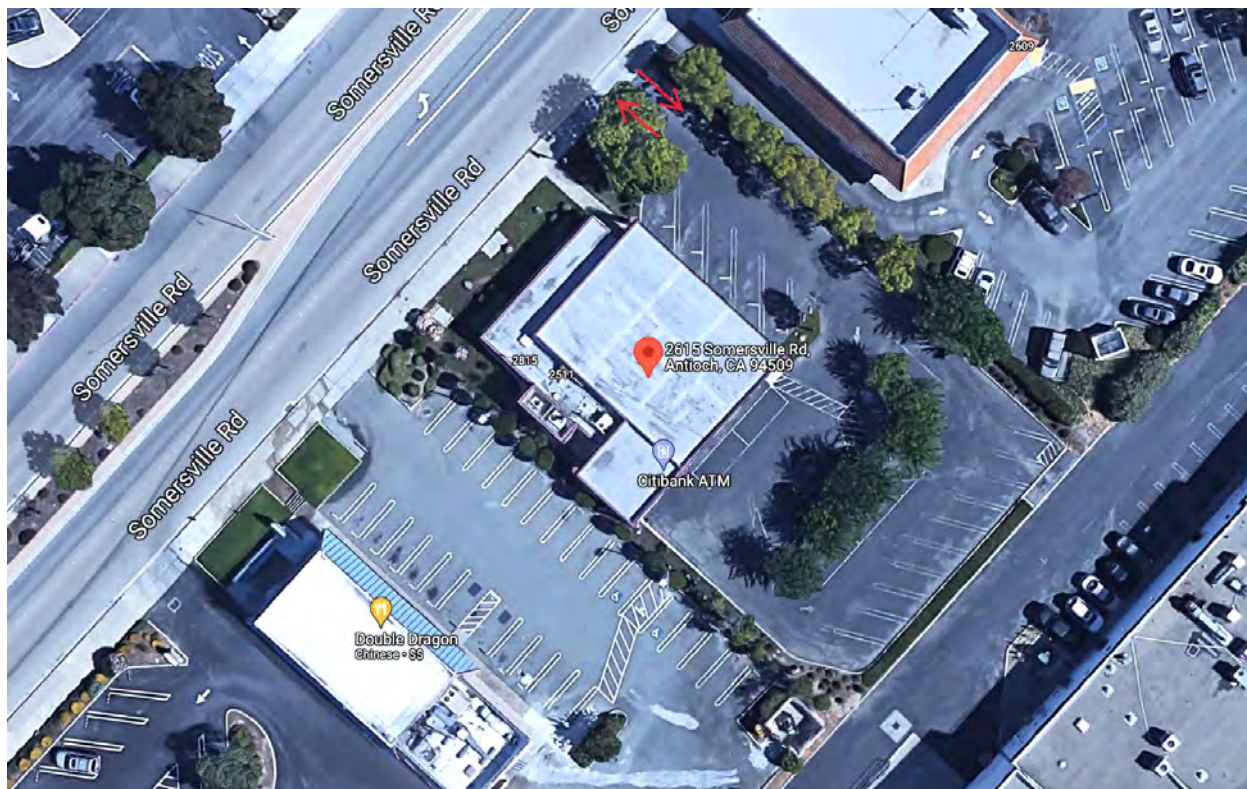
D. Odor and Air Quality

Our team realizes air quality control is integral to the health and well-being of the retail space, its occupants, and the surrounding community as a whole. We understand the sale of cannabis can impact air quality, produce odorous emissions, and cause potential off-site nuisance impacts due to odor. That is why we will have a robust odor control plan to ensure that our facilities operate at the highest level of best practices and meet Antioch's requirements that odors are not detectable outside the facility. Should concerns ever arise with odor rising to the level of a public nuisance, our team will work diligently with the community and city staff to promptly address the issue.

Our air quality concerns are not solely for the comfort of neighboring individuals; we are committed to the health and well-being of employees and customers inside the facility as well. Maintaining a stable, controlled environment that is safe, clean, and respectful is our primary concern. Further details on odor management are addressed below.

E. Vehicles and Parking

Our proposed store is conveniently located in the Somersville Towne Center area, is well-served by bus lines. There is a designated parking lot for the store, which provides ample parking accessible from Somerville Road, with a total of 23 spaces, in excess of applicable guidelines.



F. Litter

2615 Somersville Rd LLC staff will conduct daily sweeps to remove litter and trash from the parking lot, sidewalks and public areas surrounding the proposed site, including around adjacent businesses within 100-ft of the premise. These sweeps will be conducted by staff as a part of daily opening and closing procedures.

G. Preventing Loitering, Illegal Consumption Activity, and Other Crimes

To ensure maximum levels of safety, 2615 Somersville Rd LLC has retained Michael Yoell, retired command officer with the Oakland Police Department, the former Managing Partner of Core Security Solutions, Inc., and the Qualified Manager of Michael Glenn Investigations, to assess security at the facility and prepare a detailed security plan. Mr. Yoell has overseen the security measures at numerous cannabis businesses and has developed comprehensive security plans for a multitude of cannabis retail locations.

Many of the safety measures outlined in the Preliminary Security Plan, including lighting, sophisticated monitoring and alarm systems, and on-site security personnel will also deter any illicit nuisance activity.

2615 Somersville Rd LLC also has a zero tolerance policy against illegal consumption activity and unlawful loitering in the parking lot and areas adjacent to the store. This policy will be enforced by the third-party security officer on duty. 2615 Somersville Rd LLC will ensure there is adequate security on-site during operating hours to discourage congregation. On-site security guards will monitor all activity within 150 feet of the store entrance. Security personnel will be trained to effectively remind any patrons and other members of the public of the policies, request they cease any nuisance activity, and to call Antioch police in a timely manner if necessary, so long as personal safety is not threatened. Security personnel will also be trained to de-escalate any encounters that become confrontational.

As a preventative measure, 2615 Somersville Rd LLC's exterior design limits loitering by not utilizing furnishings or features that create space for people to congregate. Additionally, 2615 Somersville Rd LLC will utilize appropriate "no loitering" signage and post informational notices about its zero tolerance policy.

H. Preventing Youth Access

2615 Somersville Rd LLC will take every necessary precaution to prevent youth access to cannabis. Only adults over the age of 21, or over the age of 18 with a physician's recommendation, or a primary caregiver as defined in California Health and Safety Code § 11362.7 will be allowed to enter 2615 Somersville Rd LLC's store. An electronic reader will be used to read and validate identification cards. Only adults over the age of 21 are authorized to work at our store.

Our strategies to prevent youth access to cannabis include:

- Strict age-verification requirements for hiring, store entry, purchases, and deliveries;
- Responsible advertising and marketing practices that do not appeal to children and only target viewers over the age of 21;
- Requiring age verification on the landing page of our website;
- Ensuring all products meet child-resistant packaging requirements; and
- Providing educational materials to our customers, including best practices for preventing youth access to cannabis goods after those goods have left the retail facility and are in the hands of the consumer.

6085 State Farm Drive #130
Rohnert Park, CA 94928
phone: 707.577.0363
fax: 707.577.0364

May 12, 2022

To Whom It May Concern:

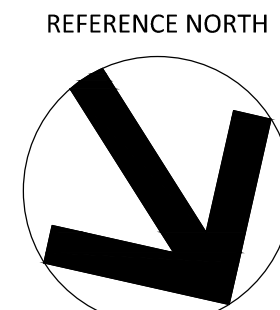
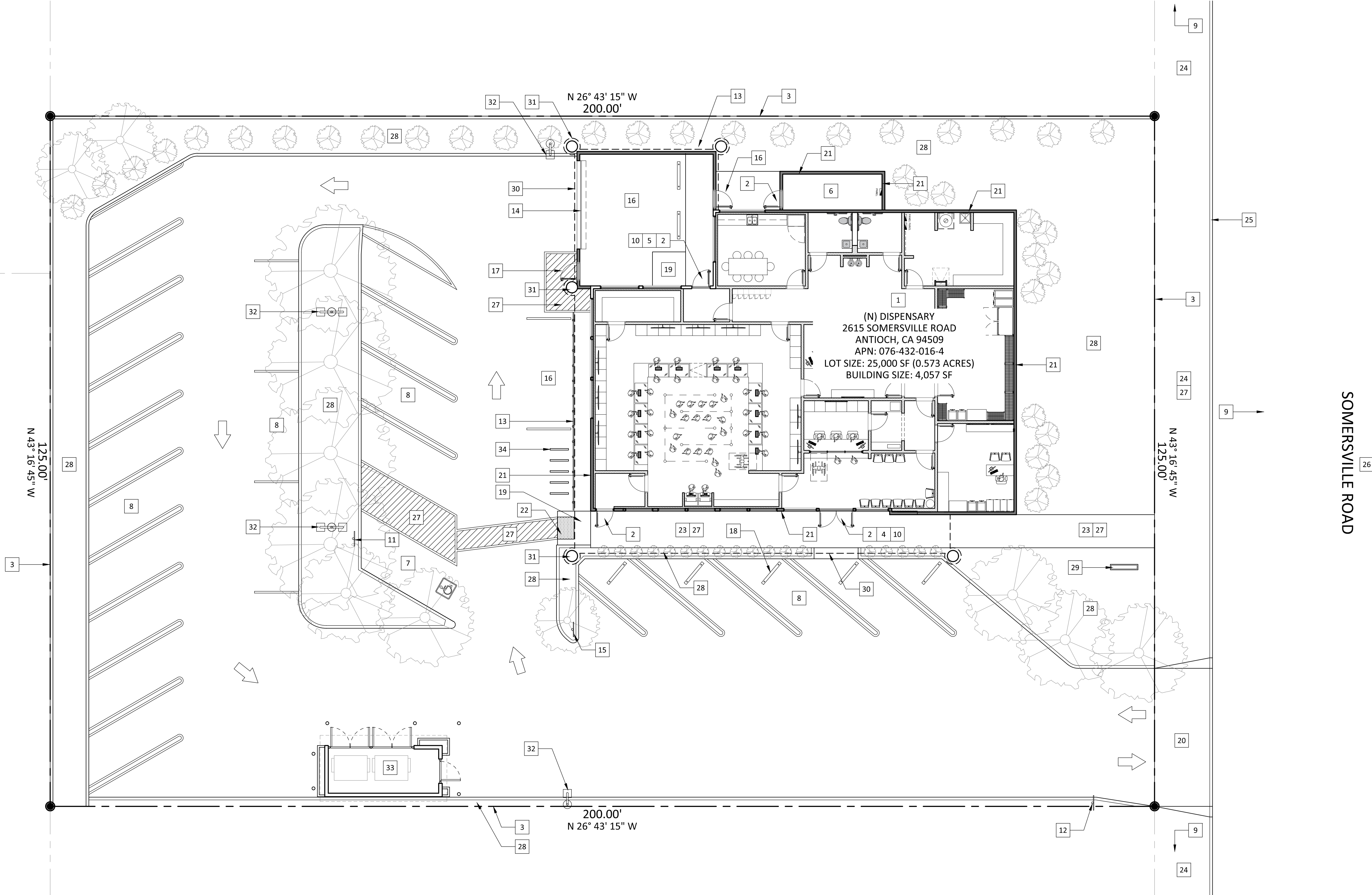
We have reviewed the attached odor mitigation plan, dated May 12, 2022, for 2615 Somersville RD LLC. of Antioch, CA.

It is our understanding that the attached plan meets, or exceeds, the requirements of the City of Antioch for cannabis odor mitigation.



Sincerely,
Matthew Torre, Registered Professional Engineer
15000 Inc

**ATTACHMENT D
PROJECT PLANS
(SEPARATE PAGE)**



PROJECT - SITE PLAN



1

SITE PARKING COUNT		
	REQUIRED PARKING	PARKING PROVIDED
STANDARD PARKING ON-SITE:	19 SPACES	19 SPACES
ACCESSIBLE PARKING ON-SITE:	1 SPACES	1 SPACES
VENDOR & DELIVERY PARKING ON-SITE:	0 SPACES	3 SPACES
TOTAL PARKING ON-SITE (5 PER 1,000 SF @ 4,057 SF):	21 SPACES	23 SPACES
BICYCLE PARKING ON-SITE (1 PER 25 PARKING STALLS):	1 SPACES	5 SPACES

KEYNOTES	
1	NEW CANNABIS DISPENSARY.
2	EXTERIOR DOOR. ALL EXTERIOR DOORS SHALL BE EQUIPPED WITH 180 DEGREE VIEWING DEVICE TO SCREEN PERSONS BEFORE ALLOWING ENTRY.
3	EXISTING PROPERTY LINE.
4	EXISTING MAIN BUILDING ENTRY.
5	EXISTING VENDOR AND DELIVERY ACCESS DOOR.
6	EXISTING ELECTRICAL ROOM (GAS AND WATER FEED THROUGH THIS ROOM).
7	EXISTING ACCESSIBLE PARKING STALL (RE-STRIPE AS NEEDED).
8	EXISTING PARKING STALLS (RE-STRIPE AS NEEDED).
9	NEAREST FIRE HYDRANTS: DIRECTLY ACROSS SOMERSVILLE ROAD, ONE ON OPPOSITE SIDE OF BOTH ADJACENT NEIGHBORING BUILDINGS
10	NEW KNOX BOX TO BE INSTALLED AT FRONT AND REAR (VENDOR DOOR).
11	NEW ACCESSIBLE PARKING SIGN.
12	EXISTING ACCESSIBLE SITE SIGN.
13	NEW METAL SECURITY FENCING.
14	NEW VEHICLE BAY VEHICLE DOOR.
15	EXISTING NO UNAUTHORIZED PARKING SIGN.
16	DELIVERY AND VENDOR PARKING STALLS.
17	NEW VEHICLE BAY MAN DOOR (W/ PANIC HARDWARE).
18	EXISTING PARKING STALL WHEEL STOPS.
19	NEW 1:12 SLOPE CONCRETE RAMP.

20	EXISTING DRIVEWAY (INGRESS/EGRESS).
21	EXISTING EXTERIOR WALL.
22	NEW DETECTABLE WARNING.
23	EXISTING CONCRETE WALK.
24	EXISTING CONCRETE SIDEWALK.
25	EXISTING CURB AND GUTTER.
26	EXISTING ADJACENT ROADWAYS.
27	EXISTING ACCESSIBLE PATH OF TRAVEL.
28	EXISTING LANDSCAPE AREA.
29	EXISTING MONUMENT SIGN - TO BE REVISED FOR BUSINESS.
30	EXISTING ROOF OVERHANG.
31	EXISTING COLUMN.
32	EXISTING SITE LIGHTING - TO BE REPLACED.
33	NEW TRASH ENCLOSURE W/ MAN GATE, BOLLARDS & LANDSCAPE PLANTERS (FOR SCREENING)
34	NEW BIKE RACKS.

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ARCHITECTURE
& ENGINEERING

100 GATEWAY DRIVE, SUITE 120
LINCOLN, CA 95648
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Design@GRAPHIA.com
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PROJECT: 2021102904

CLIENT:
NICK PERRY
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

DESIGN REVIEW FOR:

NEW DISPENSARY AT

2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

TITLES:
PROJECT - SITE PLAN

DATE: 5/05/2022

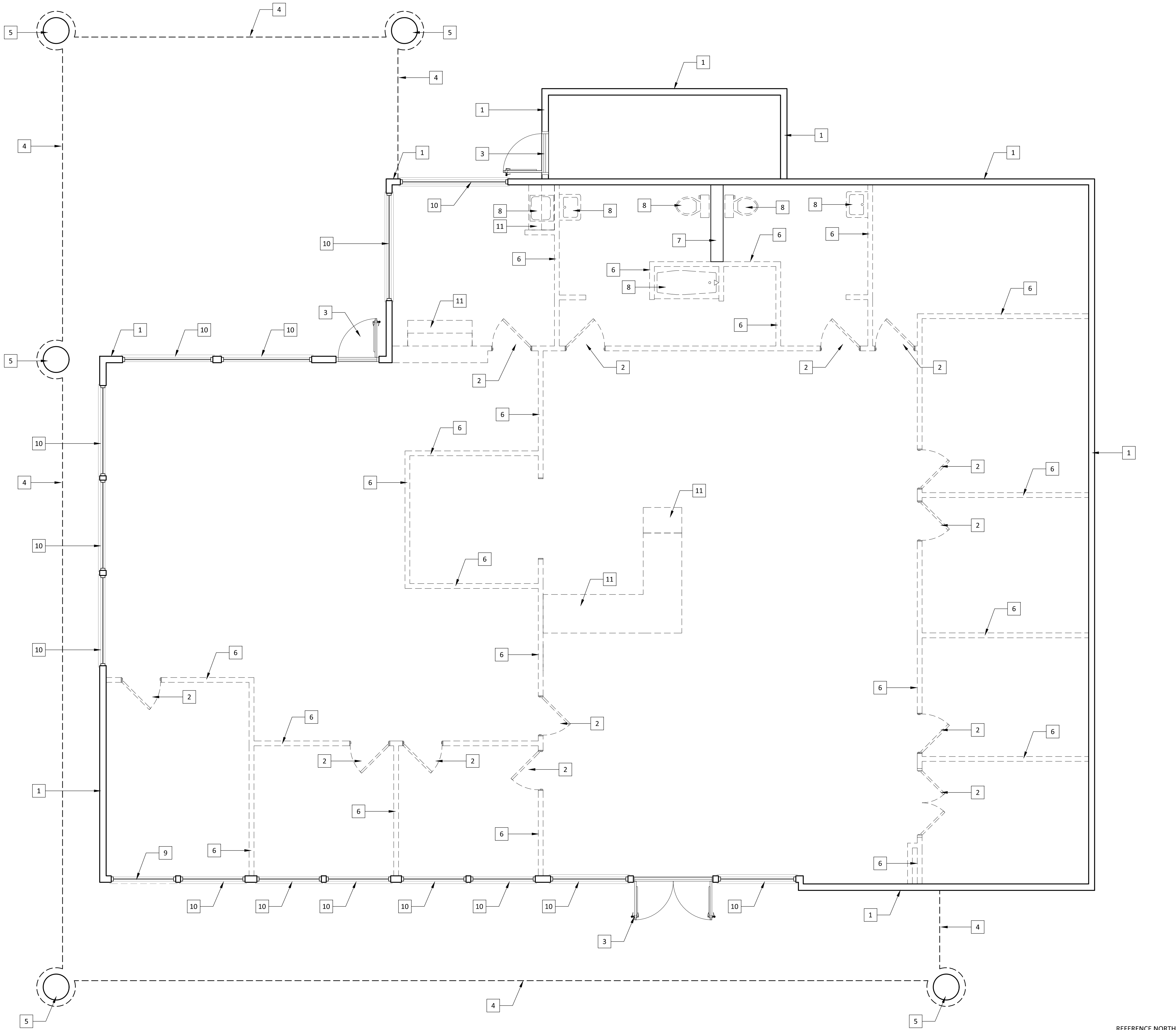
ARCHITECT'S APPROVAL:

THIS PROJECT IS NOT APPROVED FOR CONSTRUCTION UNLESS THE DRAWINGS ARE STAMPED AND WET SIGNED BY THE ARCHITECT AND THE BUILDING AUTHORITY HAVING JURISDICTION.

SHEET:

A2.11

SHEET: OF SHEETS



WALL LEGEND

	EXISTING WALL. WALLS SHALL BE REFINISHED, TAPED, AND PAINTED TO MATCH EXISTING.
	REMOVE FRAMING AND FINISH BACK TO CLEAN SUBSTRATE. COMPLETELY REMOVE ELECTRICAL AND DATA LINES BACK TO ANY MAIN SERVICE/CONNECTIONS. REMOVE AND SPOT FILL OR GRIND ANCHORS FLUSH WITH CONCRETE.

KEYNOTES

1	EXTERIOR WALL - TO REMAIN.
2	REMOVE INTERIOR DOOR.
3	EXTERIOR DOOR - TO REMAIN.
4	EXISTING ROOF OVERHANG - TO REMAIN.
5	EXISTING COLUMNS - TO REMAIN.
6	REMOVE INTERIOR WALL. GRIND HOLD DOWNS/ANCHORS FLUSH WITH CONCRETE SURFACE. REMOVE WIRING RUN BACK TO ORIGIN AS NEEDED.
7	INTERIOR WALL - TO REMAIN.
8	REMOVE RESTROOM FIXTURES. CAP AND ABANDON OR REPLUMB FEEDS AND DRAINS AS NEEDED PER PLUMBING DRAWINGS.
9	REMOVE EXTERIOR WINDOW - TO BE REPLACED W/ SMALLER WINDOW AND EXIT DOOR.
10	EXISTING WINDOW - TO REMAIN.
11	REMOVE EXISTING CABINETRY & COUNTERTOPS.

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PROJECT: 2021102904

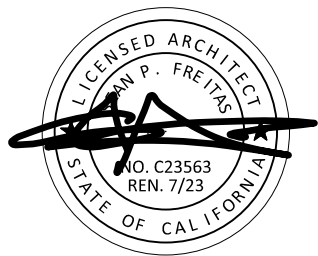
CLIENT:
NICK PERRY
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

DESIGN REVIEW FOR:
NEW DISPENSARY AT
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

TITLES:
PROJECT DEMOLITION FLOOR PLAN

DATE: 5/05/2022

ARCHITECT'S APPROVAL:



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SHEET:

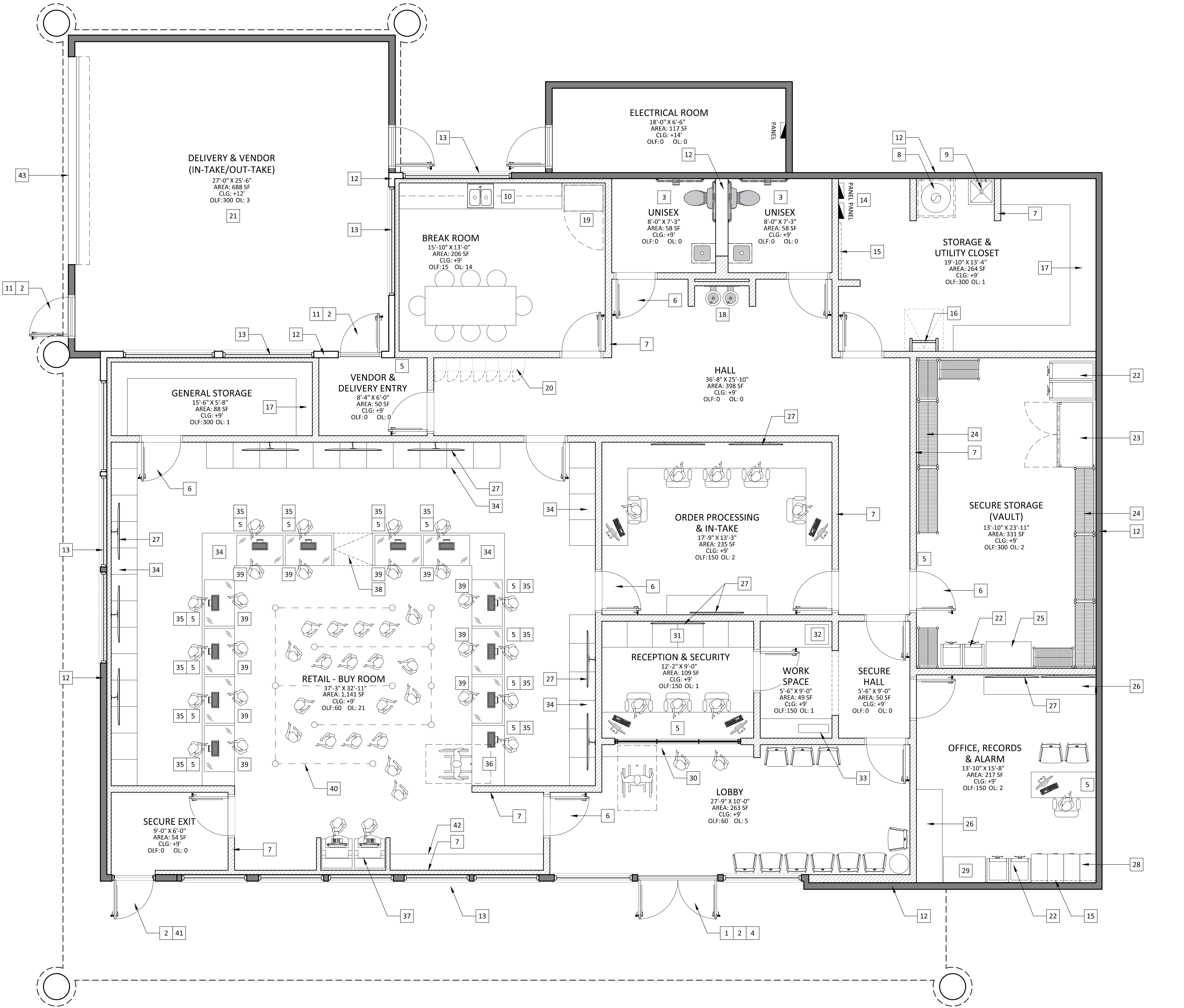
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SHEET: OF SHEETS

PROJECT DEMOLITION FLOOR PLAN

SCALE: 0 4' 1

1



KEYNOTES

- EXISTING MAIN BUILDING ENTRANCE & EMPLOYEE ACCESS POINT. ALL SOLID CORE EXTERIOR DOORS SHALL BE EQUIPPED WITH 180 DEGREE VIEWING DEVICE TO SCREEN PERSONS BEFORE ALLOWING ENTRY.
- EXTERIOR DOOR. ALL SOLID CORE EXTERIOR DOORS SHALL BE EQUIPPED WITH 180 DEGREE VIEWING DEVICE TO SCREEN PERSONS BEFORE ALLOWING ENTRY.
- NEW ACCESSIBLE RESTROOM - WATER CLOSET, LAVATORY, ACCESSORIES, AND HARDWARE TO COMPLY WITH CURRENT ACCESSIBILITY REQUIREMENTS.
- NEW ACCESSIBLE BUILDING ENTRANCE SIGNAGE.
- NEW HOLD-UP ALARM SYSTEM SHALL BE EMPLOYED NEAR THE LOBBY, EMPLOYEE ENTRANCE AND SAFE(S). HOLDUP ALARMS SHALL CAUSE THE DISPATCH OF THE POLICE DEPARTMENT.
- NEW INTERIOR DOOR - TYP.
- NEW INTERIOR WALL - TYP. WALL TO BE REINFORCED IN SECURITY SENSITIVE AREAS (VAULT AND SECURITY WALLS - INTERIOR SIDE OF WINDOWS).
- EXISTING WATER HEATER - REPLACE IF REQUIRED.
- NEW MOP SINK.
- COUNTERTOP AND CABINERY WITH SINK. PROVIDE SINK 24" OFF WALL TO CENTERLINE OF SINK MIN. RIM OR COUNTER SURFACE NOT TO EXCEED 34" A.F.F. AND PARALLEL APPROACH OF 48"x36" CLEAR OK IF RANGE OR STOVE TOP ARE NOT PROVIDED. UPPER CABINERY SHOWN DASHED WHERE OCCURS - PROVIDED BY TENANT.
- EXISTING VENDOR & DELIVERY ACCESS POINT. ALL SOLID CORE EXTERIOR DOORS SHALL BE EQUIPPED WITH 180 DEGREE VIEWING DEVICE TO SCREEN PERSONS BEFORE ALLOWING ENTRY.
- EXISTING WALL - TO REMAIN.
- EXISTING WINDOWS - TO REMAIN. WINDOWS SHALL BE BE INSTALLED WITH 3M SECURITY FILM. WINDOWS IN SECURITY AREAS TO HAVE A SECURITY WALL BEHIND (PAINTED BLACK).
- EXISTING ELECTRICAL PANELS.
- NEW TELCO BOARD.
- EXISTING ATTIC AND ROOF ACCESS LADDER W/ HATCH.
- NEW STORAGE SHELVING.
- NEW ACCESSIBLE HI-LOW DRINKING FOUNTAIN.
- NEW EMPLOYEE REFRIGERATOR.
- NEW EMPLOYEE LOCKERS.
- NEW VEHICLE BAY FOR VENDOR & DELIVERY ACCESS - EQUIPPED W/ A MAN AND VEHICLE DOORS - CONTROLLED ACCESS.
- NEW FLOOR MOUNTED SAFE - ACTUAL NEEDS TO BE DETERMINED BY OPERATOR.
- NEW REACH-IN COOLER STORAGE.
- NEW WIRE SHELVING UNITS.
- NEW CANNABIS WASTE - SECURE BINS FOR AUTHORIZED PICK-UP.
- NEW STORAGE FURNITURE - ACTUAL NEEDS TO BE DETERMINED BY OPERATOR.
- NEW TV MONITORS (SECURITY, MENU, GRAPHICS).
- NEW FILING CABINETS - ACTUAL NEEDS TO BE DETERMINED BY OPERATOR.
- NEW NVR SERVER RACK.
- NEW ACCESSIBLE HEIGHT (34") CHECK-IN COUNTER.
- NEW FILE AND MISC. STORAGE.
- NEW PRINT STATION.
- NEW WALKIE TALKIE CHARGING STATION.
- NEW PRODUCT STORAGE & DISPLAYS.
- NEW POINT OF SALE MACHINES.
- NEW ACCESSIBLE HEIGHT (34") SALES COUNTER.
- NEW ATMS.
- NEW SERVICE COUNTER W/ FLIP LID FOR FLOOR ACCESS.
- NEW GLASS PRODUCT DISPLAY CASES - SOME TO BE COLD UNITS.
- NEW STANCHIONS - CUSTOMER LINE QUEUE.
- NEW SECURE CUSTOMER EXIT.
- NEW MERCHANDISE DISPLAY.
- NEW VEHICLE BAY OVERHEAD DOOR.

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2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

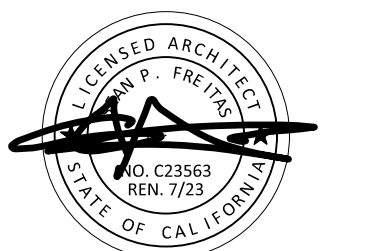
DESIGN REVIEW FOR:

NEW DISPENSARY AT
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

TITLES:
PROJECT FLOOR PLAN

DATE: 5/05/2022

ARCHITECT'S APPROVAL:



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SHEET:

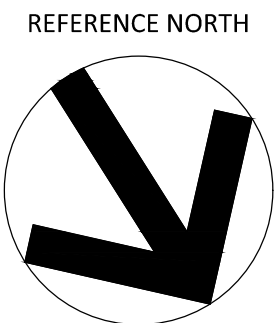
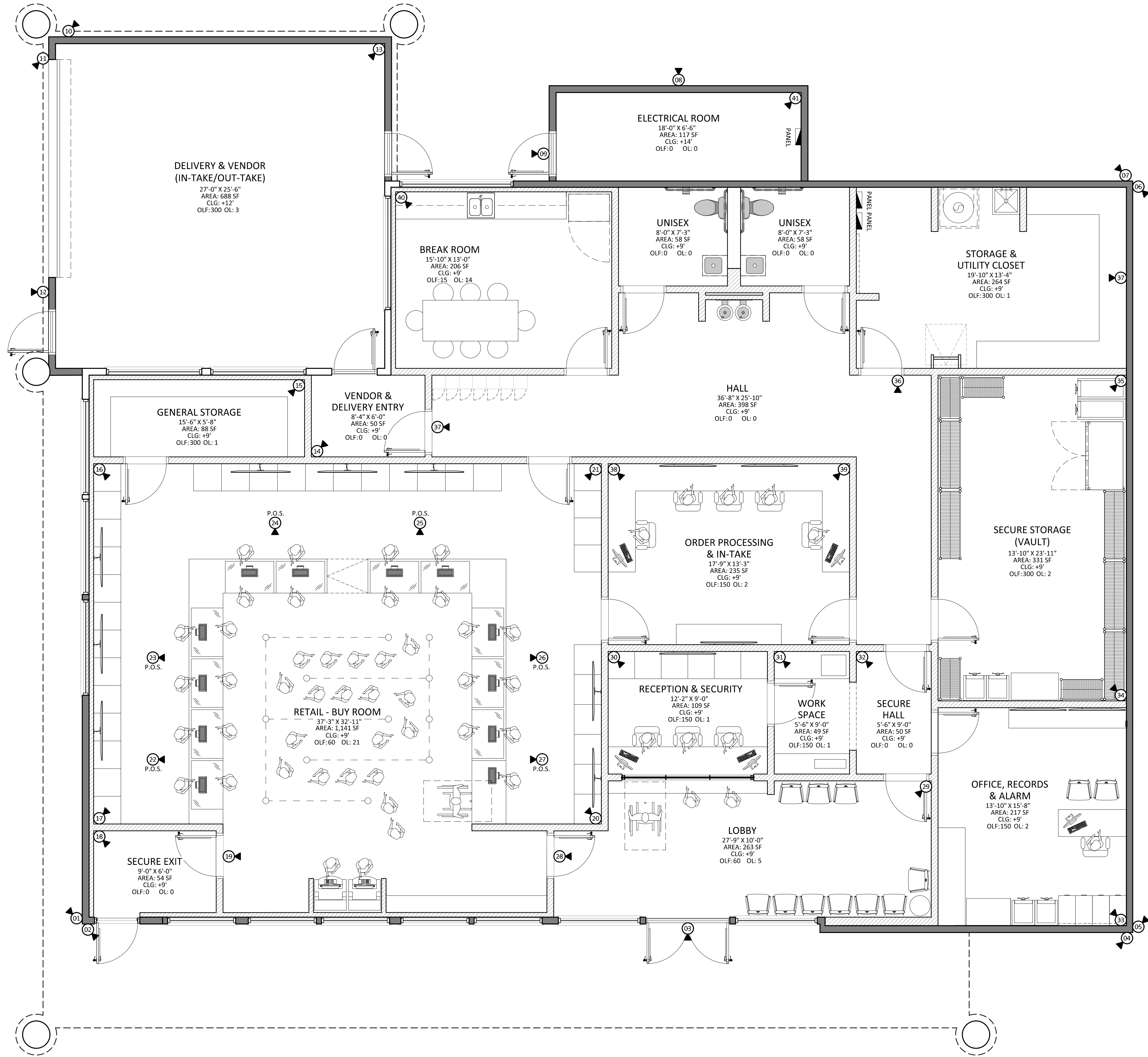
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SHEET: OF SHEETS

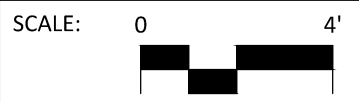
PROJECT FLOOR PLAN

SCALE: 0 4'

1



PROJECT FLOOR PLAN (CAMERA PLACEMENT)



1

LEGEND

00	FIXED IP CAMERA (WITH UNIQUE CAMERA NUMBER)
00 P.O.S.	P.O.S. CAMERA (WITH UNIQUE CAMERA NUMBER)
1	CAMERAS WILL CONTINUOUSLY RECORD 24 HOURS/DAY, 7 DAYS PER WEEK AT A MIN. RESOLUTION OF 1280X1024 (1.3MP), 15 FRAMES/SECOND, & BE INSTALLED ON THE EXTERIOR/INTERIOR OF BUILDING, MOUNTED IN FIXED/PERMANENT MANNER TO PREVENT TAMPERING. CAMERAS WILL BE INSTALLED ANYWHERE THAT CANNABIS PRODUCTS OR CURRENCY ARE PRESENT AT ANY GIVEN TIME, ENTRY/EXIT, AREAS OPEN TO THE PUBLIC, STREET & PERIMETER OF PROPERTY, PARKING LOTS, & ANY POINT OF SALE. CAMERAS WILL BE CAPABLE OF RECORDING IN ANY LIGHT CONDITION, BE OF SUFFICIENT QUALITY TO CAPTURE FACIAL FEATURE ID FOR THE EFFECTIVE PROSECUTION OF ANY CRIME THAT HAPPENS ONSITE, & RECORDINGS WILL BE STORED FOR A MIN. OF 90 DAYS. CAMERA SERVER WILL BE KEPT IN A SECURE LIMITED ACCESS AREA TO PREVENT TAMPERING/THEFT, PROVIDE NOTIFICATION UPON RECORDING FAILURE & HAVE 4 HOURS OF UPS BATTERY BACKUP.

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PROJECT: 2021102904

CLIENT:
NICK PERRY
SOMERSVILLE ROAD
ANTIOCH, CA 94509

DESIGN REVIEW FOR:

NEW DISPENSARY AT
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

TITLES:
PROJECT FLOOR PLAN
(CAMERA PLACEMENT)

DATE: 5/05/2022

ARCHITECT'S APPROVAL:

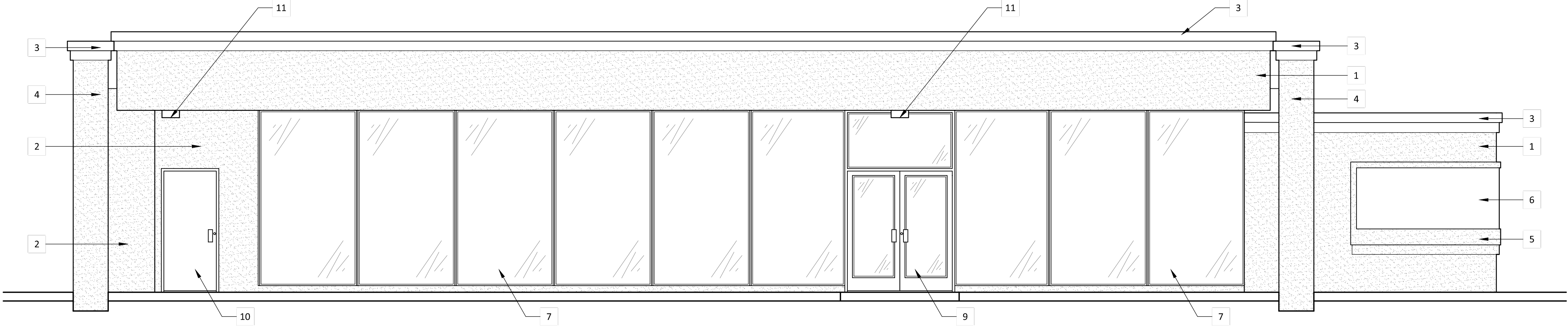


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SHEET:

A3.12

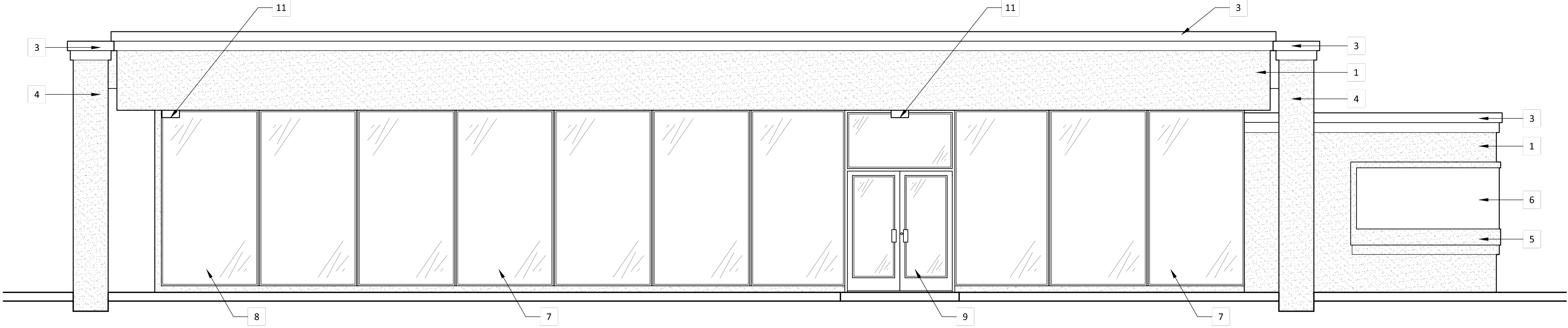
SHEET: OF SHEETS



PROPOSED BUILDING ELEVATION - NORTH (FRONT)

SCALE: 0 4'

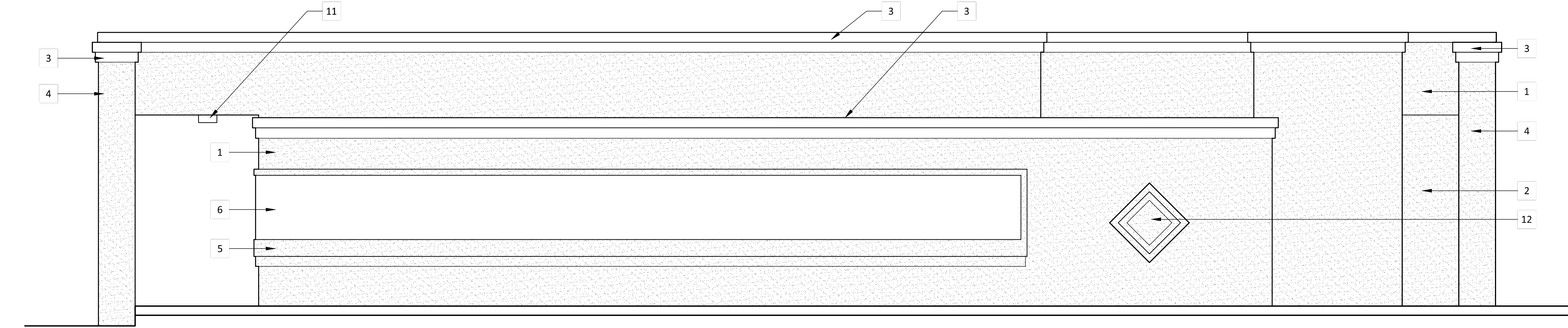
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EXISTING BUILDING ELEVATION - NORTH (FRONT)

SCALE: 0 4'

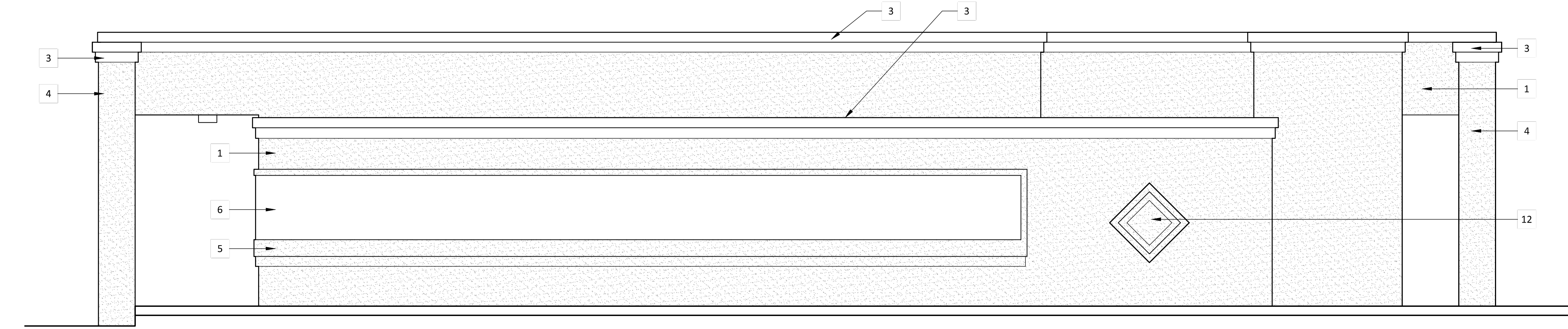
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PROPOSED BUILDING ELEVATION - WEST (RIGHT)

SCALE: 0 4'

2



EXISTING BUILDING ELEVATION - WEST (RIGHT)

SCALE: 0 4'

1

KEYNOTES

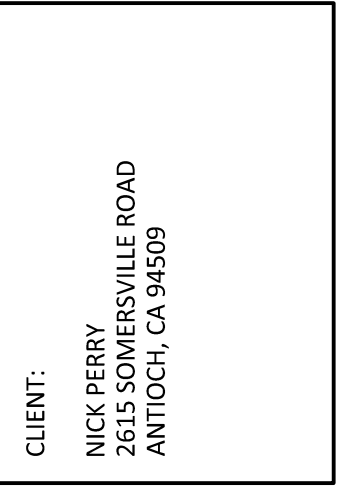
1	EXISTING STUCCO FINISH - TO REMAIN.
2	PROPOSED STUCCO FINISH - TO MATCH EXISTING.
3	EXISTING PAINTED BAND - TO REMAIN.
4	EXISTING STUCCO WRAPPED COLUMN - TO REMAIN.
5	EXISTING STUCCO TRIM - TO REMAIN.
6	EXISTING PANEL INFILL - TO REMAIN.
7	EXISTING WINDOW SYSTEM - TO REMAIN.
8	EXISTING WINDOW - TO BE REMOVED.
9	EXISTING DOOR - TO REMAIN.
10	NEW SOLID CORE DOOR.
11	EXISTING EXTERIOR LIGHTING - TO REMAIN (AND EXPANDED).
12	EXISTING DECORATIVE STUCCO FEATURE - TO REMAIN.

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PROJECT: 2021102904



DESIGN REVIEW FOR:

NEW DISPENSARY AT

2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

TITLES:

PROJECT EXTERIOR ELEVATIONS

DATE: 5/05/2022

ARCHITECT'S APPROVAL:

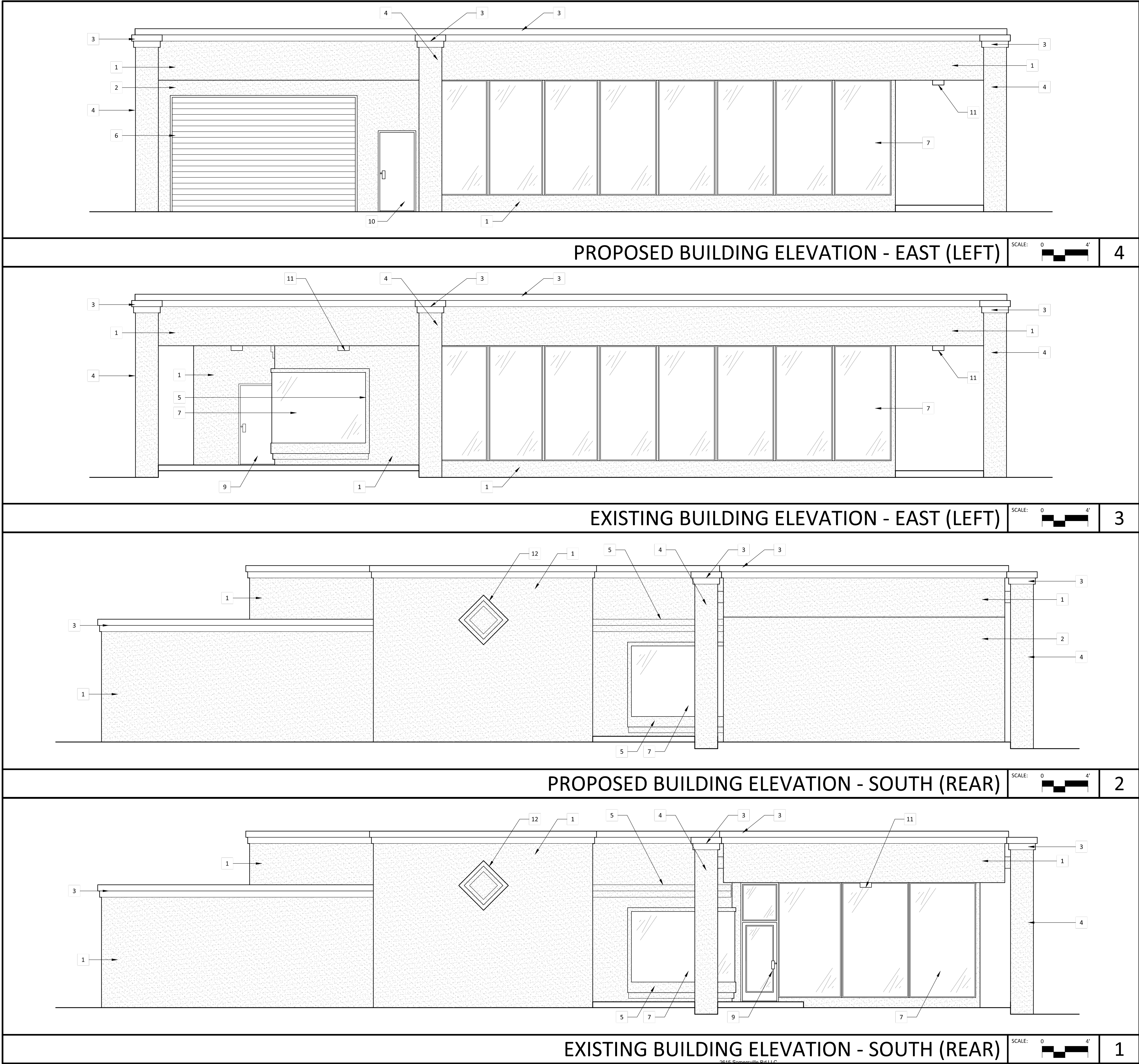


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SHEET:

A7.11

SHEET: OF SHEETS



KEYNOTES

1	EXISTING STUCCO FINISH - TO REMAIN.
2	PROPOSED STUCCO FINISH - TO MATCH EXISTING.
3	EXISTING PAINTED BAND - TO REMAIN.
4	EXISTING STUCCO WRAPPED COLUMN - TO REMAIN.
5	EXISTING STUCCO TRIM - TO REMAIN.
6	PROPOSED VEHICLE OVERHEAD DOOR.
7	EXISTING WINDOW SYSTEM - TO REMAIN.
8	(RESERVED)
9	EXISTING DOOR - TO REMAIN.
10	NEW SOLID CORE DOOR.
11	EXISTING EXTERIOR LIGHTING - TO REMAIN (AND EXPANDED).
12	EXISTING DECORATIVE STUCCO FEATURE - TO REMAIN.

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PROJECT: 2021102904

CLIENT:
NICK PERRY
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

DESIGN REVIEW FOR:
NEW DISPENSARY AT
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

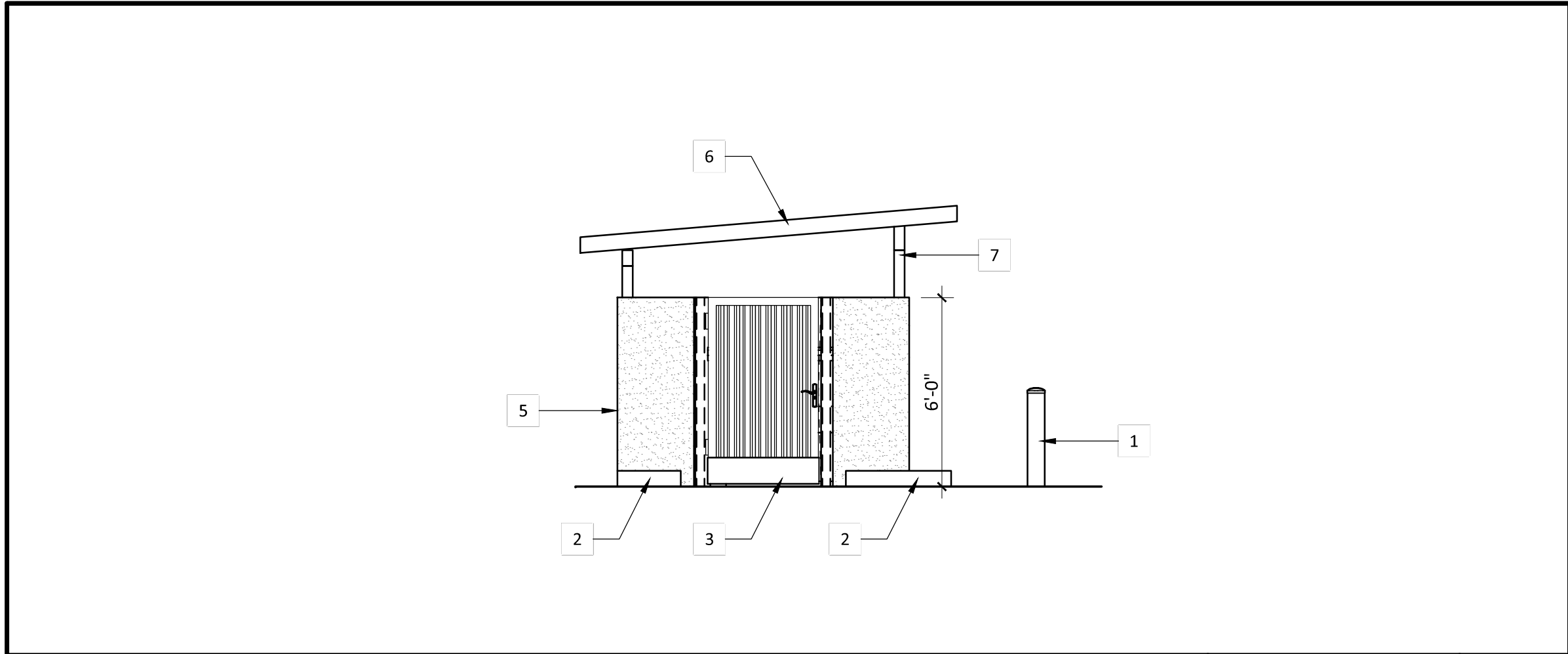
TITLES:
PROJECT EXTERIOR ELEVATIONS

DATE: 5/05/2022

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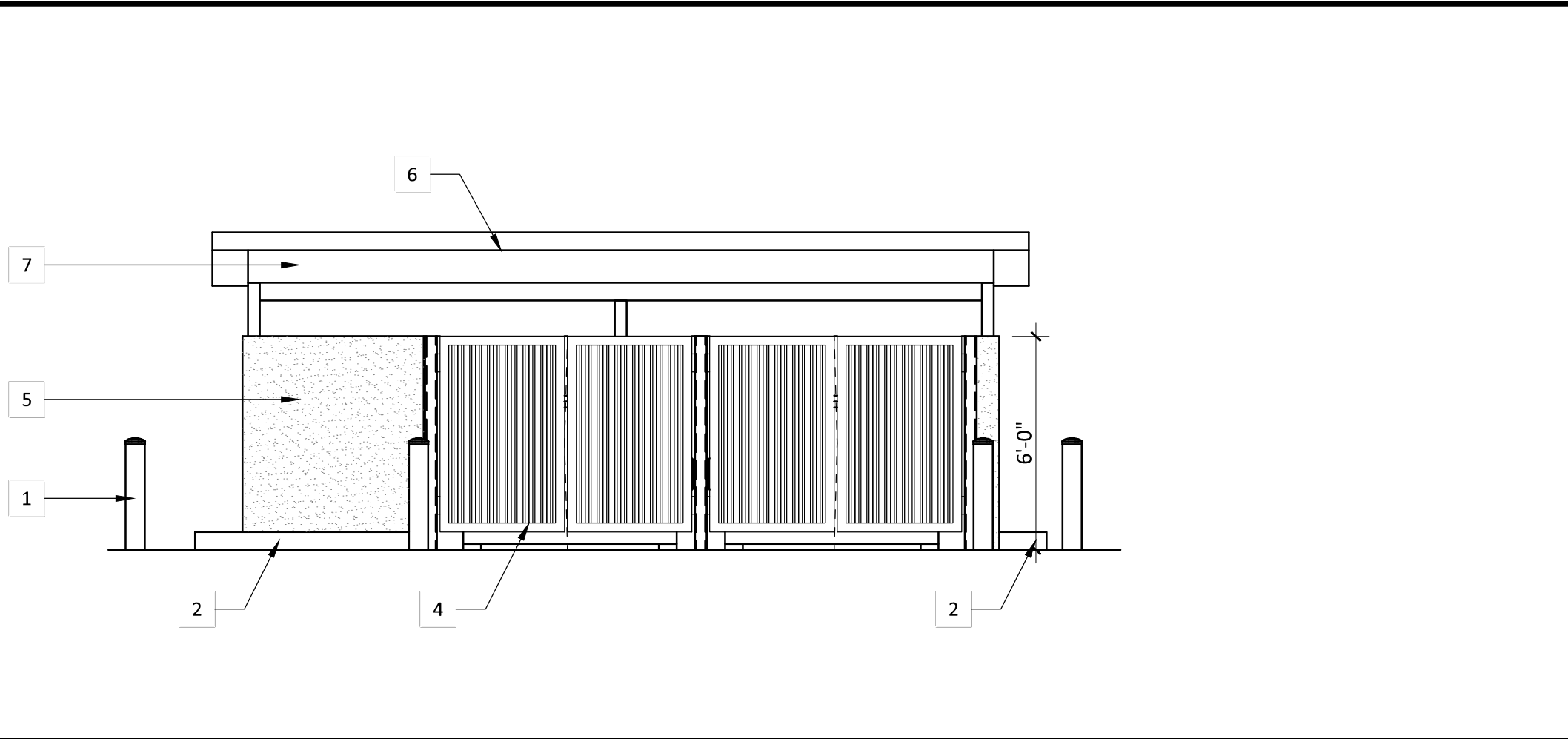
SHEET:
A7.12
SHEET: OF SHEETS



TRASH ENCLOSURE LEFT ELEVATION

SCALE: 0 4'

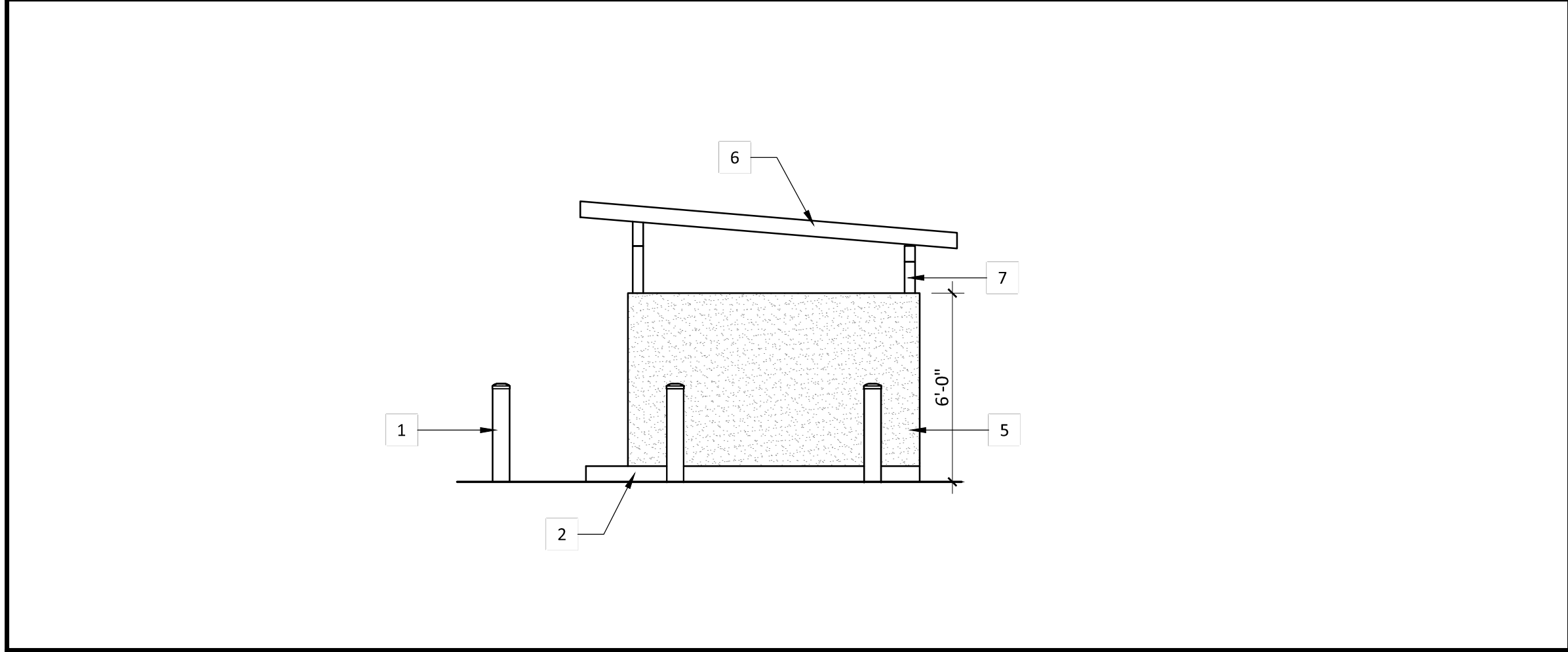
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TRASH ENCLOSURE FRONT ELEVATION

SCALE: 0 4'

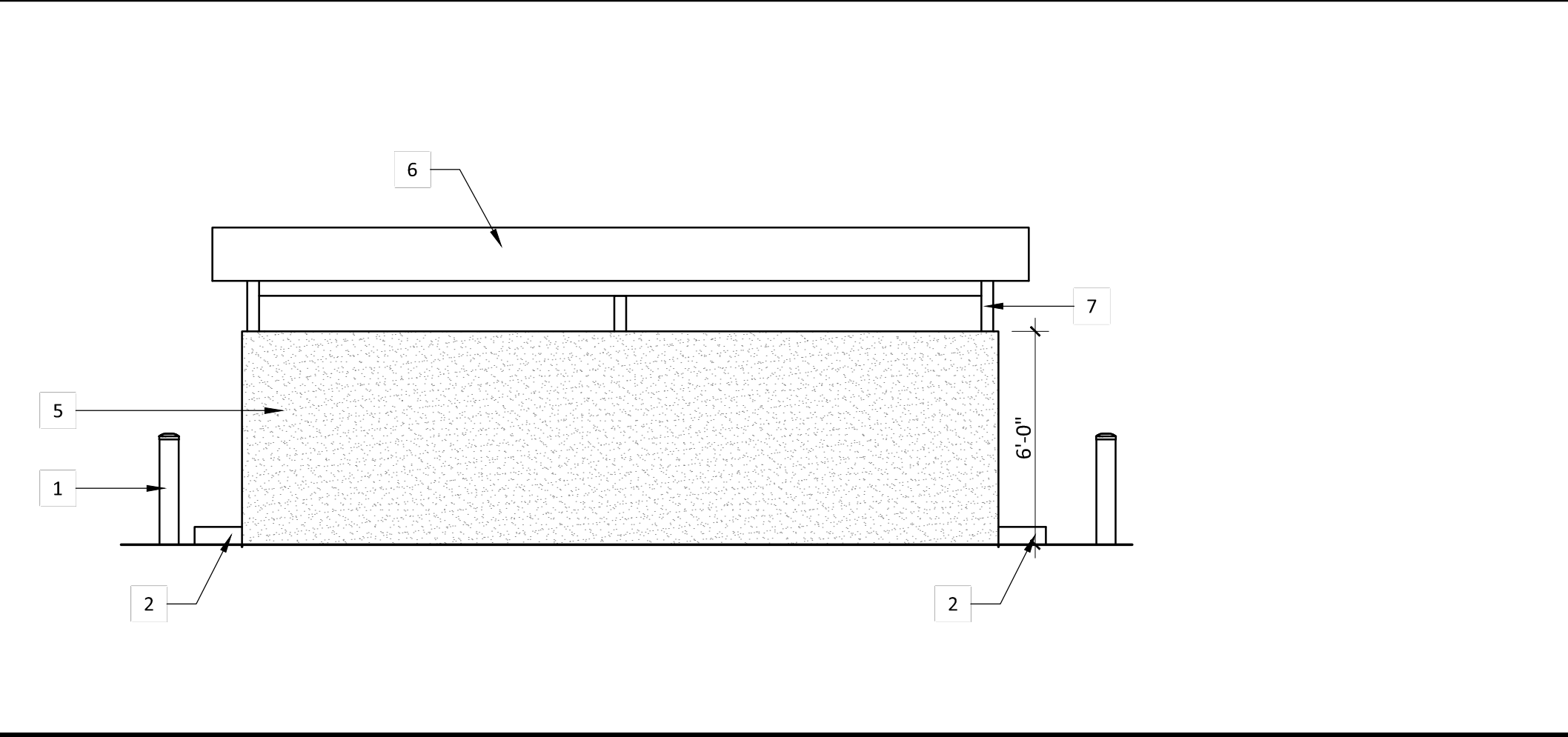
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TRASH ENCLOSURE RIGHT ELEVATION

SCALE: 0 4'

11



TRASH ENCLOSURE REAR ELEVATION

SCALE: 0 4'

3



PROPOSED TRASH ENCLOSURE

SCALE: 0 4'

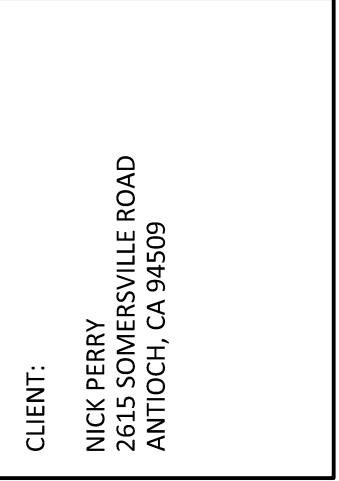
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KEYNOTES

- 1 PROPOSED SITE BOLLARDS.
- 2 PROPOSED PLANTER FOR ENCLOSURE LANDSCAPE SCREENING.
- 3 PROPOSED METAL MAN DOOR.
- 4 PROPOSED METAL ENCLOSURE GATES.
- 5 PROPOSED CONCRETE BLOCK ENCLOSURE WALL W/ STUCCO FINISH (TO MATCH EXISTING BUILDING).
- 6 PROPOSED METAL ROOFING W/ STEEL FRAME.
- 7 PROPOSED STEEL POST AND BEAMS.

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PROJECT: 2021102904



DESIGN REVIEW FOR:

NEW DISPENSARY AT
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

TITLES:
PROJECT TRASH ENCLOSURE

DATE: 5/05/2022

ARCHITECT'S APPROVAL:

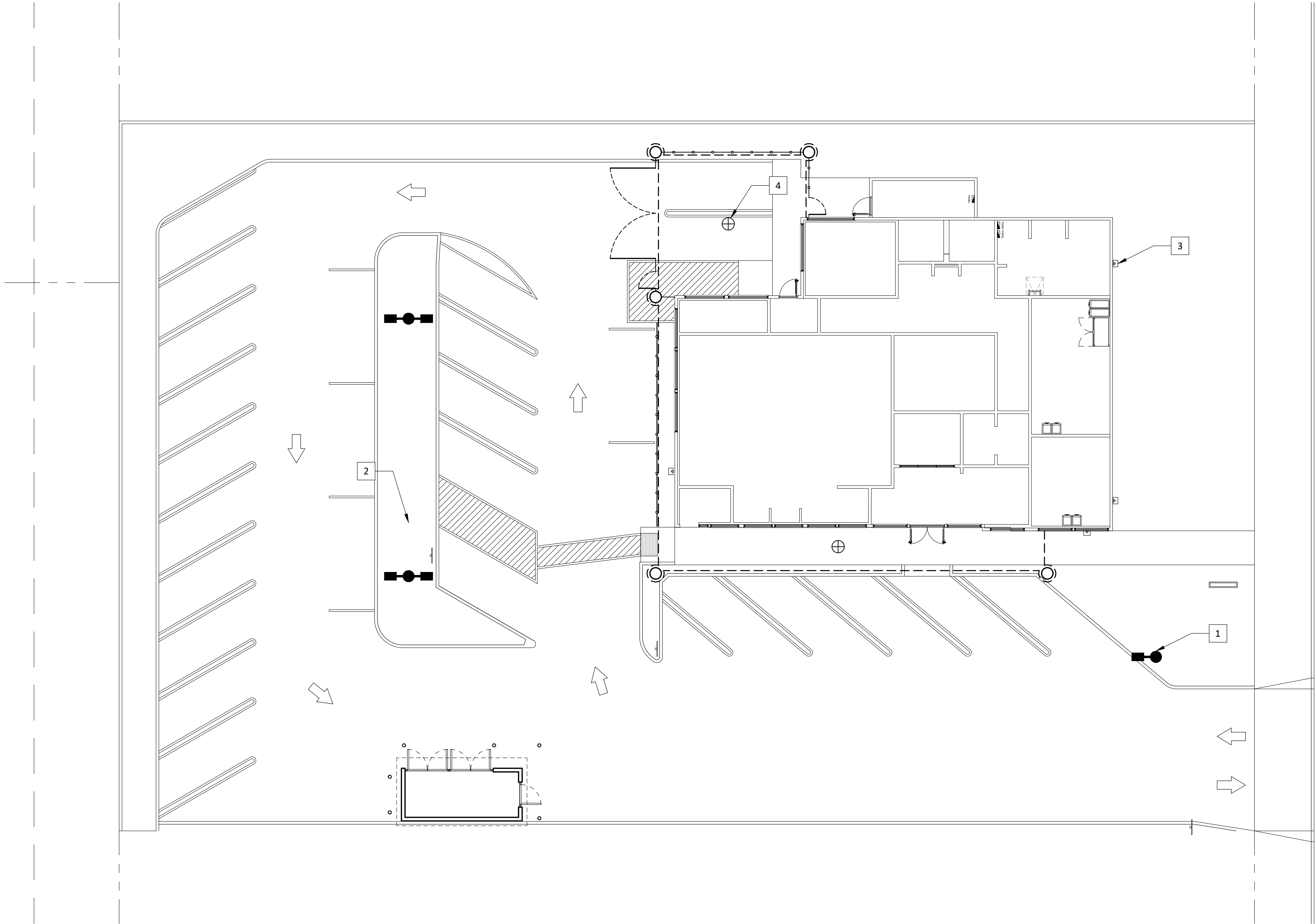


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SHEET:

A7.13

SHEET: OF SHEETS



ELECTRICAL SITE PLAN

SCALE: 0 12'-6" 1

KEYNOTES

- 1 EXTERIOR POLE MOUNTED LED LIGHTING FIXTURE. GLAN-SA1C-740-U-SL3-PA. SINGLE FIXTURE CONFIGURATION.
- 2 EXTERIOR POLE MOUNTED LED LIGHTING FIXTURE. GLAN-SA2C-740-U-SL3-PA. DOUBLE FIXTURE CONFIGURATION.
- 3 EXTERIOR WALL MOUNTED LIGHTING FIXTURE. D-SERIES SIZE 1 LED. DSX1-LED-10C-1000-40K-T35-MVOLT.
- 4 EXTERIOR RECESSED LED LIGHTING FIXTURE. MCGRAW-EDISON. TT TOPTIER. TT-D1-740-U-MQ.

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PROJECT: 2021102904

CLIENT:
NICK PERRY
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

DESIGN REVIEW FOR:

NEW DISPENSARY AT
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

TITLES:
ELECTRICAL SITE PLAN

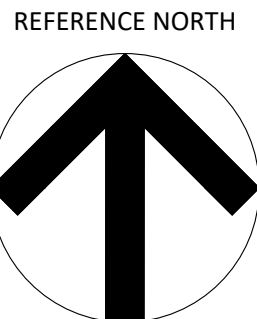
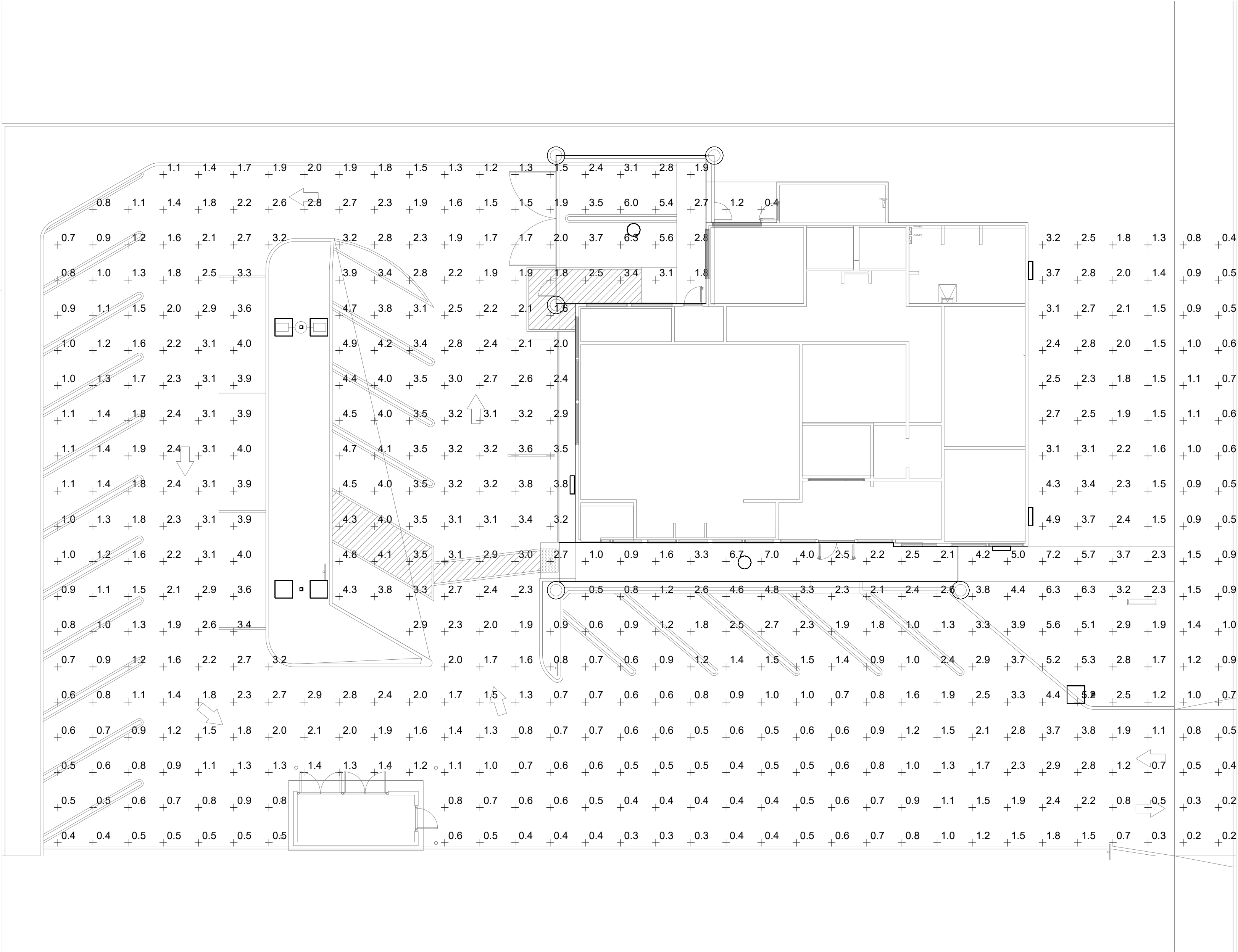
DATE: 4/12/2022

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SHEET:
E2.11

SHEET: OF SHEETS



SITE PLAN - PHOTOMETRY

SCALE: 0 12'-6"

1

LIGHT LEVEL STATISTICS

DESCRIPTION	SYMBOL	AVG	MAX	MIN	MAX/MIN	AVG/MIN
SITE PARKING	+	2.0 fc	7.2 fc	0.2 fc	36.0:1	10.0:1

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PROJECT: 2021102904

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NICK PERRY
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

DESIGN REVIEW FOR:

NEW DISPENSARY AT
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

TITLES:
SITE PLAN - PHOTOMETRY

DATE: 4/12/2022

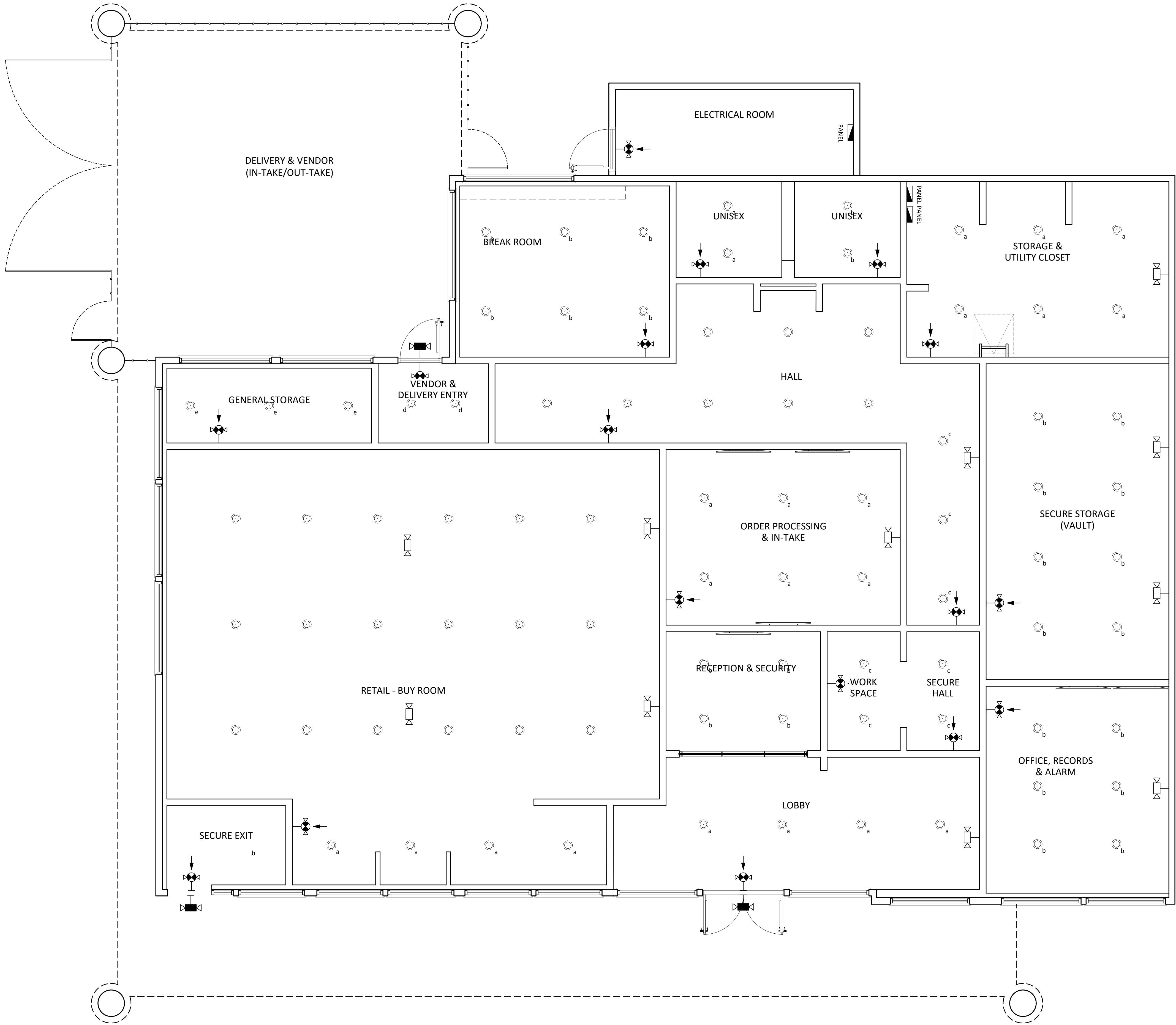
ARCHITECT'S APPROVAL:

SEAN P. FREITAS
LICENSED ARCHITECT
NO. C23563
STATE OF CALIFORNIA
REN. 7/23

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SHEET:
E2.11

SHEET: OF SHEETS



ELECTRICAL LIGHTING PLAN

SCALE: 0 4'

1

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PROJECT: 2021102904

CLIENT:
NICK PERRY
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

DESIGN REVIEW FOR:

NEW DISPENSARY AT
2615 SOMERSVILLE ROAD
ANTIOCH, CA 94509

TITLES:
ELECTRICAL LIGHTING PLAN

DATE: 4/12/2022

ARCHITECT'S APPROVAL:



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SHEET:

E4.11

SHEET: OF SHEETS

**ATTACHMENT E
SITE PHOTOS
(SEPARATE PAGE)**





2615

2615



FAST AUTO & PAYDAY LOANS



E4



E5



FAST AUTO & PAYDAY LOANS

\$2,400
INSTANT
PAYDAY LOANS
OPEN

TITLE LOANS
\$15,000

PAYDAY
LOANS

ZERO
DOWN
PAY

**ATTACHMENT F
ODOR MITIGATION PLAN
(SEPARATE PAGE)**

ODOR CONTROL & MITIGATION PLAN

May 12, 2022

2615 Somersville RD LLC

2615 Somersville Road
Antioch, CA 94509

Report prepared by

15000 Inc.

info@15000inc.com

707.577.0363

Policy

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

Under California Occupational Health and Safety Act (“CalOSHA”) and Bay Area Air Quality Management District (“BAAQMD”) regulations, cannabis businesses do not have a specific set of regulations that govern their operations. However, 2615 Somersville RD LLC (the “Applicant”), will nonetheless maintain a high standard for the air quality plans for all aspects of its proposed Cannabis Dispensary Facility (TYPE-10) at 2615 Somersville Road, Antioch, CA 94509 (“Facility”).

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

Pursuant to State of California (“State”) regulations [California Energy Code, Section 120.1(c)3], mechanical outside air ventilation must meet a minimum code required cubic feet per minute (“CFM”) flow rate. Since existing State air quality regulations do not contain provisions specific to cannabis businesses, the Applicant will comply with these general State standards when designing the ventilation systems and air filtrations systems for the entire Facility. Each separate operation within the Facility building will have its own individual “air-scrubber” systems, as described below.

Purpose

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

Scope

Exterior of facility and surrounding areas.

Responsibilities

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

General Procedures

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

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

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

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

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

Active Measures

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

Air Pressure & Carbon Filter Control

The Retail Sales Area and Storage Receiving Area will be kept under negative pressure. The exhaust system shall be electrically interlocked with the space conditioning system serving the area with an exhaust air quantity greater than the outside air quantity to ensure negative pressure is maintained whenever the system is operational. The space conditioning system will be provided with MERV-13 rated carbon filters, to further enhance the overall Indoor Air Quality (IAQ) which are recirculated within the airstream. The Product Storage will be kept under negative pressure with an independent exhaust filtration system similar to that serving the Retail and Receiving areas.

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

Best Available Technology

The combination of activated carbon air filtration and building pressure control represent the current best available technology. For anticipated comfort space conditioning systems, the building shall be provided with MERV-13 filters on the fresh air intake side to limit particulate intake to the space and to enhance the overall quality of the supply air to the occupants.

Air System Design

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

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

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

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

The manager/supervisor of the Facility shall assess odors on a daily basis (see *Monitoring* for expanded responsibilities).

Monitoring

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

The closest adjacent businesses include;

- Double Dragon: 2621 Somersville Road, Antioch, CA 94509
- Wells Fargo Bank: 2601 Somersville Road, Antioch, CA 94509
- Games of Antioch: 2635 Somersville Road, Antioch, CA 94509

Mitigation

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

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

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

Staff Training

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

Odor Detection Documentation

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

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

Odor Detection Form

Name of Reporting Party:

Phone Number:

Email Address:

Date:

Time:

Location of Odor:

Weather Conditions:

Date/Time of Notification:

Notification Method:

☐ Email ☐ Online ☐ In Person

Administrative Use Only

Mitigation Response Taken:

Date/Time Measures Employed:

Were Mitigation Measures Successful?

Signature/Date/Time:

POTENTIAL SOURCES OF ODOR

As 2615 Somersville Rd LLC will operate a retail store in compliance with 16 CCR § 15412(a), we will only receive cannabis products that are already sealed in child-proof, tamper-resistant packaging that are ready for retail sale. As a result, the sources of odor are limited, namely:

1. Cannabis product for sale in sealed packaging. The finished cannabis products received and sold by 2615 Somersville Rd LLC will be pre-packaged and ready for sale in sealed packaging that will reduce any escaping odors. All cannabis and cannabis products not available or required for immediate transactions will be secured in the storage area, far from any door or window. At the end of the workday, all products will be removed from the sales floor and stored in the storage area, after hours. The storage area will be closed except for when employees enter or exit.
2. Cannabis products opened onsite to allow for inspection by customers. 2615 Somersville Rd LLC may have cannabis product displays visible to customers. Displays will be stored in two ways: in sealed containers for visual inspection only, which will have no odor, and containers specific to cannabis samples with small holes so the customer is able to smell the product before purchase. The sealed containers will prevent any odors from escaping. The jars for customers to sample the aroma of cannabis products have specially fit lids that create a seal when closed, limiting the amount of time the product is exposed to open air, and limiting any escaping odor -- and also helping to keep the samples fresh. The number of such aroma samples will be limited at any given time. Such samples will be destroyed as explained in the waste management plan below.
3. Cannabis returned by customers after opening. Pursuant to CCR 16 § 15410(b), retailers may accept returns of goods previously sold to a customer. While such returns are likely to be very small in number, returns could include cannabis products in partial, open, or broken packaging, potentially releasing odors. All returns will be promptly placed into designated waste areas to minimize any exposed product, as explained in detail in the odor management plan below.
4. Cannabis opened for destruction. Product that is not sellable for whatever reason may need to be disposed of. Any such product will only be opened in the interior limited access areas, and the product will be stored in the secure waste area as explained in the waste management plan below.

STAFF TRAINING

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

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

The General Manager, Assistant Manager, and Floor Lead will receive training in the use of any machinery or equipment used on-site, as well as training in proper record keeping. Safety data sheets will be kept on-site in easily accessible areas for reference. The General Manager, in partnership with the Assistant Manager, and Floor Lead, will create and follow a schedule for maintenance of any odor control and waste management systems to ensure they are operating in accordance with manufacturer guidelines.

For the odor control system, this includes checking any filters and air scrubber machines. If repairs or replacements are needed, the managers will record any issues and schedule professional maintenance.

For the waste management system, this includes checking limited access barriers, such as electronic door entries and storage bin locks, and surveillance cameras and records. If repairs are needed, the managers will record any issues and schedule professional maintenance. They will also ensure accurate waste records are kept in accordance with all laws and regulations.

They will be trained by and work with the Facility Ambassador to address and mitigate complaints from citizens, customers, or other businesses related to noticeable odors and the waste management system.

The General Manager and Assistant Managers will train employees in the day to day tasks involved with odor and waste systems. These will include:

- Ensuring all waste is properly sorted, stored, recycled, or removed at the end of the shift.
- Ensuring all disposal containers maintained for excess, unused, or contaminated cannabis products remain securely locked until emptied by a licensed waste-management party.
- Rendering all returned, contaminated, defective, expired, and non-usable cannabis products unusable.
- Recording all cannabis waste information and, for authorized personnel, entering the required information into the track-and-trace system. (Separate employee training provided by the designated Account Manager will be required before using the track-and-trace system.)
- Properly escalating any customer and public complaints related to escaping odors or the waste management system.

Training records will be kept on-site in each employee's personnel file. They will include the content of the training provided and the names of the employees that received the training, and will be retained for seven years and updated as new training is provided.

Staff meetings are opportunities for team members to receive updated training and discuss ideas on how to make processes more effective or efficient. Staff meetings will be held at least once a week during shift overlaps where any new procedures or policies relating to odor and waste management will be communicated. Standard operating procedures will be updated as needed and will be available in an easily accessible area for reference. Refresher training will be decided on and scheduled by the General Manager depending on employee needs.

ODOR CONTROL DEVICES AND TECHNIQUES EMPLOYED: SUMMARY

The facility design team of 2615 Somersville Rd LLC realizes air quality control is integral to the health and well-being of the retail space, its occupants, and the surrounding community as a whole. Our location will not pose an air quality issue to any of its surrounding neighborhood businesses or residents caused by undesirable odors.

The air systems are designed to provide fresh air for occupants by meeting or exceeding ventilation standards and indoor air quality guidelines established by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), the United States Division of Occupational Health Safety, and the California Air Resources Board. Healthy air changes are induced within the facility throughout the occupied and unoccupied hours of operation to prevent the buildup of odors from any number of potential sources, be it from the plant material itself or any possible volatile organic compounds (VOCs).

As detailed below, 2615 Somersville Rd LLC will address odor by minimizing and controlling odor sources by installing a robust three-stage air filtration system covering its storage areas so no odor of cannabis can be detected by neighbors or passersby. This system will include intake filtration, in-line electronic cleaning, and exhaust filtration.

2615 Somersville Rd LLC is committed to providing state-of-the-art air quality and odor control systems. The Odor Management Plan ("OMP") will eliminate any odor of cannabis outside of the premises, prevent the emission of any odor of cannabis from the premises, maintain clean air within the premises, and provide excellent indoor air quality for the health and wellness of all employees and customers.

I. Odor Source Minimization

Cannabis retailers, unlike cultivators, manufacturers, or distributors, do not create much cannabis odor. Under 16 CCR § 15412(a), all products received by 2615 Somersville Rd LLC in Antioch must be packaged and sealed for retail sale. As a result, there are minimal cannabis odors associated with regular retail inventory. There may be a number of packages opened onsite. As detailed above, these will be (1) sealed inspection visual samples and re-closable aroma samples; (2) product returns, and (3) any inventory that may need to be destroyed. For those opened packages that are not in use on the retail floor, they will be stored in sealed, odor-proof containers in a designated portion of the product storage area. Thus, the extent of odor to manage is, at most, modest.

II. Carbon Filters (“Air Scrubbing”)

Nonetheless, 2615 Somersville Rd LLC will place carbon filters in storage areas requiring odor filtration and elimination with carefully calculated air movement of cubic feet per minute (CFM), pulling the air into the filters through an industrial fan, creating the filtration necessary to mitigate any smell. Carbon filters are designed for the control of VOCs, odors, and other gaseous contaminants. An air scrubber helps prevent these undesirable—and potentially harmful—particles and gases from remaining in the indoor environment or lodging in HVAC equipment. By greatly reducing the types and quantity of airborne particles, an air scrubber also reduces the chances that occupants or technicians will inhale contaminants or gases.

In order to remove airborne particles from the surrounding environment, an air scrubber draws the air through a series of filters. Each filter stage operates with progressively higher efficiency. The net effect is to produce the cleanest air possible at the highest rate of airflow through the entire filter system.

III. Odor Control Commitment

2615 Somersville Rd LLC will be deeply invested in the local community in which the business plans to operate and is committed to the safety of the community and its environment. As such, 2615 Somersville Rd LLC will ensure that the facility operates at the highest level of best practices and quality assurance standards, as well as meet the requirements of the Antioch, California Code of Ordinances. 2615 Somersville Rd LLC is responsible for taking any and all measures necessary to ensure that this standard is met. 2615 Somersville Rd LLC understands that the sale of cannabis can impact air quality, produce odorous emissions, and cause potential off-site nuisance impacts due to odor. Maintaining a stable, controlled environment that is safe, clean, and respectful is a primary concern.

IV. Working with Community and Responding to Complaints

2615 Somersville Rd LLC plans to maintain open channels of communication with the surrounding community so that it can effectively respond to any concerns regarding odor control. Neighboring businesses and the public will have access to the 2615 Somersville Rd LLC 's community relations contact, ensuring that its employees can quickly resolve any issues that arise and maintain a positive relationship with the surrounding community.

The OMP is proven successful and is currently in use in multiple facilities, including cultivation. Neither local authorities nor neighbors have complained about cannabis odors in any other 2615 Somersville Rd LLC facility. If 2615 Somersville Rd LLC receives any odor complaints from the City or any community member, it will immediately investigate the cause of any escaping odor, and rectify the problem.

As new technologies and solutions are constantly evolving, 2615 Somersville Rd LLC will periodically audit the OMP and make any necessary adjustments, including adding additional systems, such as PHI cell purifiers, or upgrading current systems to ensure zero odor emissions and to provide the highest indoor air quality possible for the employees and customers.



UP-22-09
Cannabis Dispensary
2615 Somersville

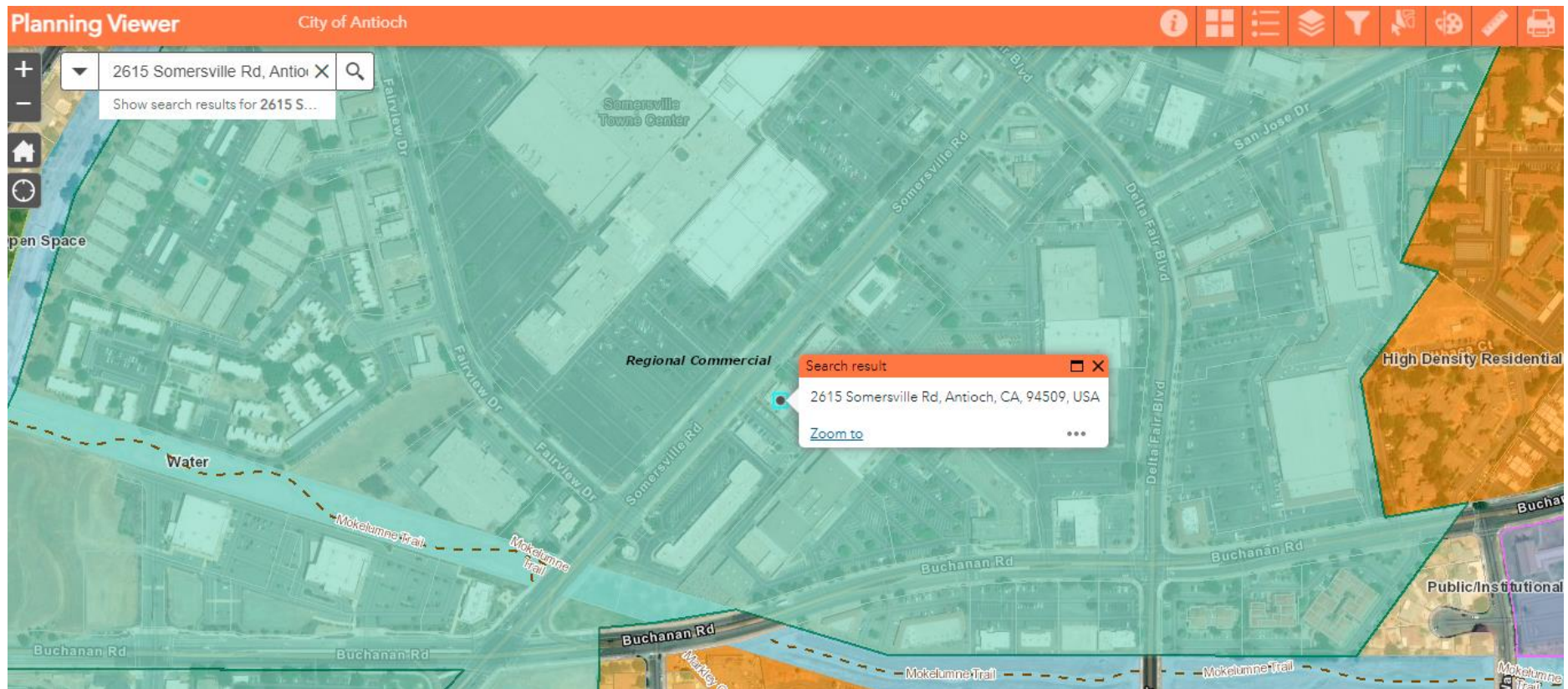
Project Request

- The applicant is seeking Use Permit approval for a new cannabis dispensary.
- Required State License: Type 10
- Tenant improvements include a new lobby, a large retail showroom, secure storage, order processing area, and office space.

Background/History

- **Site Size:** 25,000 sq. ft.
- **Built:** 1975; 800 sq. ft. added in 1984
- **Building Area:** 4,057 sq. ft.
- **Off-Street Parking:** 23 spaces
- **Zoning:** CB 3 Somersville Overlay

Site Location



Street View



Analysis

- Business Operation:
 - 9am-8pm, seven (7) days a week
 - Thirty-five (35) employees including management, security personnel, and delivery drivers

Analysis

- **Sensitive Use:** Pursuant to Section 9-5.3845, there is a 600 ft. separation requirement between the proposed cannabis retail business and sensitive uses.
 - There are no existing retail cannabis businesses, schools, day care centers, or youth centers, as defined by the Municipal Code within 600 feet of the proposed location.

Site Circulation & Parking

- **Site Access-** a right turn in and right turn out driveway approach from Somersville Rd.
- **On-site Circulation-** a two-way directional driveway which provides ingress/egress access to onsite parking located behind the building.
- **Parking:** 5 spaces/1000 sq. ft. of gross floor area.
 - Required: twenty (20) off-street parking spaces
 - Actual provided: twenty-three (23) off-street parking spaces

Correspondence Received

- Staff has not received any correspondence regarding this project proposal.

CEQA

- The proposed project is Categorically Exempt pursuant to Section 15332 Infill Development Projects.

Recommendation

- Adopt the Resolution approving the Use Permit (UP-22-09) for a cannabis dispensary subject to the draft findings and Conditions of Approval (Exhibit A).

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Anne Hersch, Planning Manager *ZM for AH*

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: UP-22-06 Use Permit for Delta View Nursery 2101 W. 10th St. Suite C - The applicant is seeking Use Permit approval for a new cannabis nursery at 2101 West 10th Street, Suite C. The subject site is 1.95 acres with an existing 25,380 square foot building built in 2005. There are existing dispensary, cultivation, and manufacturing uses within the building.

RECOMMENDED ACTION

It is recommended that the City Council adopt the Resolution approving a Use Permit (UP-22-06) for a cannabis nursery at 2101 W. 10th Street.

FISCAL IMPACT

There are no direct fiscal impacts incurred by the City. The City will receive revenue from the business upon execution of an Operating Agreement.

DISCUSSION

Planning Commission Review

The Planning Commission voted 5-0 to adopt Resolution 2022-23 forwarding a recommendation to City Council to approve UP-22-06.

Project Request

The applicant is seeking Use Permit approval for a new cannabis nursery at 2101 W. 10th Suite C. The subject site is 1.95 acres with an existing 25,380 sq. ft. building built in 2005. There are existing dispensary, cultivation, and manufacturing uses within the building.

Project Timeline

- Project Submitted to City: April 25, 2022
- Incomplete Letter Sent: May 25, 2022
- Resubmittal: June 9, 2022
- Project Deemed Complete: June 30, 2022
- Planning Commission Review: August 17, 2022
- City Council Review: September 27, 2022



Image 1. Street View

BACKGROUND

Site History

The subject site is a 1.95 acre parcel with an existing 25,000 sq. ft. industrial building constructed in 2005. Suite C was previously occupied by Final Touch Flooring.

The subject building is divided into nine (9) suites. There are four (4) existing cannabis businesses located in seven existing suites (7) in the building. Existing on-site uses include a dispensary, manufacturing, and cultivation.

Business	Use	State License Type	Suite	Approved
Delta Labs	Manufacturing	Type 6	A	11/23/2021
Delta Dispensary	Dispensary	Type 10	B	6/25/2019
Delta Nursery	Nursery	Type 4	C	Pending
Delta Family & Friends	Distribution	Type 11	D	Pending
KWMA	Cultivation	Type 3A	E & F	12/14/2021
Delta Family Pharms	Cultivation	Type 2A	G, H, I	1/12/2021

Table 1. Existing & Pending Cannabis Businesses Located at 2101 W. 10th Street.

ANALYSIS

Business Operation

The applicant is seeking Use Permit approval for a cannabis nursery at 2101 W. 10th Street. The nursery will specialize in plant genetics and produce clones, immature plants, and seeds for wholesale distribution to permitted cultivators and dispensaries. Hours of operation are proposed to be 8:00 a.m.- 8:00 p.m. seven (7) days a week, with a maximum of five employees with a minimum of two on site during each shift. Delta View Nursery will produce, handle, and store cannabis seeds, clones, and immature plants. This type of cannabis business requires a Type 4 license through the State Department of Cannabis Control.

Tenant improvements include conversion of existing warehouse space that will be partitioned into three separate “clone” rooms, approximately 335 sq. ft. each. Two 96 sq. ft. “breed” rooms are proposed as well as two 69 sq. ft. “test” rooms. All rooms will have access through a common hallway.

Security Plan

All existing cannabis businesses within the building have individual security plans that have been reviewed and approved by the Antioch Police Department. The applicant submitted a security plan for the proposed nursery that addresses the following issues:

- Electronic security such as motion sensors, controlled access areas, and surveillance cameras.
- Compliance and procedures such as inventory management, cash handling, and employee training.

The security plan was reviewed by the Antioch Police Department and is consistent with the security expectations detailed in the Cannabis Guidelines. Special Conditions of Approval related to law enforcement include:

27. Security Plan Modifications. *Any changes to the site security plan shall be subject to the review and approval of the Chief of Police or designee.*

29. Surveillance Cameras. *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.*

45. Alarm System. *A professionally monitored security alarm system shall be installed and maintained in good working condition. The alarm system shall include sensors to detect entry and 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.*

CEQA

This proposed project is Categorical Exempt from the California Environmental Quality Act (CEQA) under Article 19, Section 15332 Infill Development. Class 32 consists of projects characterized as in-fill development meeting the following conditions:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value, as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

The subject site is 1.95 acres, already developed and served by existing utilities and public services. Construction includes tenant improvements only.

ATTACHMENTS

- A. Resolution approving UP-22-06 Delta View Nursery with Exhibit A Conditions of Approval
- B. Planning Application
- C. Project Description
- D. Project Plans
- E. Site Photos
- F. Odor Mitigation Plan Project Description
- G. Neighborhood Responsibility Plan
- H. Link to [Planning Commission Staff Report 8/17/22](#)
- I. Link to [Planning Commission Resolution 2022-23](#)

RESOLUTION NO. 2022/xx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A USE PERMIT FOR A NEW CANNABIS NURSERY AT
2101 W. 10th ST.
(APN: 074-051-005)
(UP-22-06)**

WHEREAS, on April 25, 2022, the City of Antioch ("City") received an application for a use permit for a new cannabis nursery at 2101 W. 10th Street (UP-22-06);

WHEREAS, the application was deemed complete on June 30, 2022;

WHEREAS, the subject site is located in the CB 1 Cannabis Overlay District which allows for cannabis nurseries subject to approval and issuance of a Use Permit pursuant to Section 9-5.3845 of the Antioch Municipal Code;

WHEREAS, a Type 4 Cannabis Nursery license is required through the Department of Cannabis Control;

WHEREAS, the project is Categorically Exempt from CEQA pursuant to Section 15332 "Infill Development Projects" of the CEQA Guidelines;

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on August 5, 2022 for the public hearing held on August 17, 2022;

WHEREAS, the Planning Commission held a public hearing and considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request;

WHEREAS, the Planning Commission adopted Resolution 2022-23 recommending the City Council approve UP-22-06 for a new cannabis nursery at 2101 W. 10th Street;

WHEREAS, on September 16, 2022, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 for the City Council public hearing held on September 27, 2022; and

WHEREAS, the City Council held a public hearing and considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED that the City Council hereby makes the following findings for approval of the requested Use Permit (UP-22-06) pursuant to Section 9-5.2703 "Required Findings" (B) (1) (a-e) of the Antioch Municipal Code:

- a. 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.

Finding: The proposed cannabis nursery includes operational Conditions of Approval to minimize on-site impacts. The business shall also maintain on-site odor control so that cannabis related odors are not readily detected outside the structure. Based upon the conditions imposed, the cannabis nursery use will not create adverse impacts to the surrounding businesses and residents.

- b. The use applied at the location indicated is properly one for which a use permit is authorized.

Finding: The property is zoned CB Cannabis Overlay District. This district allows cannabis nursery uses subject to review and approval of a use permit.

- c. The site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required.

Finding: The project has been designed to be located in an existing commercial building in the CB Cannabis Overlay District where existing cannabis businesses currently operate without issue. On-site parking is provided and the site has a secure area for cannabis deliveries.

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

Finding: The subject site is located on W. 10th Street which is an arterial roadway. The roadway is adequate to support the trip generation and vehicle flow associated with the operation of a cannabis nursery. The project site is served by two two-way directional driveways at the northeast and northwest corners of the property. There is right turn/left turn access from the site and two-way directional on-site circulation.

- e. The granting of such use permit will not adversely affect the comprehensive General Plan because the proposed uses and design are consistent with the General Plan.

Finding: The use will not adversely affect the comprehensive General Plan because the project is consistent with the Regional Commercial General Plan Land Use designation.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby makes the following additional finding pursuant to Section 9-5.3845 (D) (1) "Cannabis Businesses" of the Antioch Municipal Code:

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

Finding: The conditions of approval on the project are consistent with the cannabis guidelines. The security plan has been reviewed by the Antioch Police Department and security conditions have been included per their direction. The revenue generated through the required operating agreement will provide a financial benefit to the City of Antioch.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby approves a Use Permit (UP-22-06) for a new cannabis nursery at 2101 W. 10th Street Antioch (APN: 074-051-005) subject to the Conditions of Approval attached hereto in Exhibit A.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 27th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A
CONDITIONS OF APPROVAL
(SEPARATE PAGE)

EXHIBIT A: CONDITIONS OF APPROVAL

General Conditions		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
1.	Project Approval. This Use Permit approval is for 2101 W. 10 th St., as substantially shown and described on the project plans, except as required to be modified by conditions herein. Plans date received June 8, 2022, as presented to the Planning Commission on August 17, 2022. For any condition herein that requires preparation of a Final Plan where the project applicant has submitted a conceptual plan, the project applicant shall submit final plan(s) in substantial conformance with the conceptual plan, but incorporate the modifications required by the conditions herein for approval by the City.	City of Antioch	On-Going	Planning Department	
2.	Project Approval Expiration. This Use Permit approval expires on September 27, 2024, unless a new expiration date is granted. An extension may be granted by the Zoning Administrator for a period up to one (1) year, provided that, at least ten (10) days before expiration of one (1) year from the date when the approval becomes effective, an application for renewal of the approval is filed with the Community Development Department.	City of Antioch	On-Going	Planning Department	
3.	City Fees. The applicant shall pay any and all City and other related fees applicable to the property, as may be modified by conditions herein. Fees shall be based on the current fee structure in effect at the time the relevant permits are secured and shall be paid before issuance of said permit or before any City Council final action approval. Notice shall be taken specifically of Plan Check, Engineering, Fire and Inspection Fees. The project applicant shall also reimburse the City for direct costs of planning; building and engineering plan check and inspection, as mutually agreed between the City and applicant. <i>Discretionary or ministerial permits/approvals will not be considered if the</i>	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	<i>developer is not current on fees, balances, and reimbursement that are outstanding and owed to the City.</i>				
4.	Pass-Through Fees. The developer shall pay all pass-through fees. Fees include but are not limited to: a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance. b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance. c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s). d. Contra Costa County Flood Control District Drainage Area fee. e. School Impact Fees. f. Delta Diablo Sanitation Sewer Fees. g. Contra Costa Water District (CCWD) Fees.	City of Antioch	On-Going	Community Development Department	
5.	Appeals. Pursuant to Section 9-5.2509 of the Antioch Municipal Code, any decision made by the Planning Commission which would otherwise constitute final approval or denial may be appealed to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk within five (5) working days after the decision. All appeals to the City Council from the Planning Commission shall be accompanied by a filing fee established by a resolution of the City Clerk.	City of Antioch	Within 5 Days of Planning Commission Action	Planning Department	
6.	Requirement for Building Permit. Approval granted by the Planning Commission does not constitute a building permit or authorization to begin any construction or demolish an existing structure. An appropriate permit issued by the Community Development Department must be obtained before constructing, enlarging, moving, converting, or demolishing any building or structure within the City.	City of Antioch	On-Going	Building Department	

EXHIBIT A: CONDITIONS OF APPROVAL

7.	Modifications to Approved Plans. The project shall be constructed as approved and with any additional changes required pursuant to the Zoning Administrator or Planning Commission Conditions of Approval. Planning staff may approve minor modifications in the project design, but not the permitted land uses. A change requiring discretionary approval and any other changes deemed appropriate by the Planning staff shall require further Planning Commission approval through the discretionary review process.	City of Antioch	On-Going	Planning Department	
8.	Hold Harmless Agreement/Indemnification. The applicant (including any agent thereof) shall defend, indemnify, and hold harmless, the City of Antioch and its agents, officers and employees, from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul the City's approval concerning this application. The City will promptly notify the applicant of any such claim action or proceeding and cooperate fully in the defense.	City of Antioch	On-Going	Planning Department	

Fire Standards		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
9.	All requirements of the Contra Costa County Fire Protection District shall be met.	Contra Costa County Fire Protection District (CCCYPD)	Timing Required	Contra Costa County Fire Protection District (CCCYPD)	

EXHIBIT A: CONDITIONS OF APPROVAL

At the Time of Building Permit Issuance		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
10.	Encroachment Permit. The applicant shall obtain an encroachment permit from the Engineering Division before commencing any construction activities within any public right- of-way or easement.	City of Antioch	At the Time of Building Permit Issuance	Public Works Department	

At the Time of Construction		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
11.	Collection of Construction Debris. Gather all construction debris on a regular basis and place them in a Waste Management dumpster or other container that is emptied or removed on a weekly basis consistent with the Construction and Demolition Debris Ordinance. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution.	City of Antioch	On-Going	Building Department	
12.	Construction Hours. Construction activity shall be as outlined in in the Antioch Municipal Code. Construction activity is limited to 8:00 AM to 5:00 PM Monday-Friday or as approved in writing by the City Manager. Requests for alternative construction hours shall be submitted in writing to the City Engineer. days/times restricted to the hours of 8:00 a.m. to 6:00 p.m.	City of Antioch	On-Going	Building Department / Public Works	
13.	Demolition, Debris, Recycling. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.	City of Antioch	On-Going	Building Department / Public Works	

EXHIBIT A: CONDITIONS OF APPROVAL

Prior to Issuance of Occupancy Permit		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
14.	Planning Inspection. Planning staff shall conduct a site visit to review exterior building elevations for architectural consistency with the approved plans and landscape installation (if required). All exterior finishing details including window trim, paint, gutters, downspouts, decking, guardrails, and driveway installation shall be in place prior to scheduling the final inspection.	City of Antioch	Prior to Occupancy Permit	Planning Department	
15.	Debris Removal. All mud, dirt or construction debris carried off the construction site and shall be removed prior to scheduling the final Planning inspection. No materials shall be discharged onto a sidewalk, street, gutter, storm drain or creek.	City of Antioch	Prior to Occupancy Permit	Building Department	
16.	Fire Prevention. A final Fire inspection shall occur to inspect all fire prevention systems constructed as part of the project. Inspections shall occur prior to final occupancy permit issuance.	City of Antioch	Prior to Occupancy Permit	Fire Dept (CCCFPD)	

Project Specific Conditions		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
17.	Type 4 Cultivation Nursery Cannabis Permit. This use permit approval applies to the operation of a Type-4 cultivation nursery cannabis permit as shown on the project plans and application materials submitted to the Community Development Department date stamped received June 8, 2022. Any forthcoming plans submitted for any purpose shall be	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	entirely consistent with these received plans and application materials and conditions of approval herein.				
19.	Hours of Operation. The hours of operation shall be from 8:00 AM – 8:00 PM. Any changes to the hours of operation shall be subject to the review and approval of the Zoning Administrator.	City of Antioch	On-Going	Community Development Department	
20.	State Licensing. All necessary licenses from the State of California shall be obtained prior to opening.	City of Antioch	Prior to Occupancy Permit	Community Development Department	
21.	Waste Disposal. Cannabis related waste shall be stored and secured in a manner that prevents diversion, theft, loss, hazards and nuisance.	City of Antioch	On-Going	Community Development Department	
22.	Delivery to the Site. 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. Any changes to this requirement shall be subject to the review and approval of Chief of Police or their designee.	City of Antioch	On-Going	Community Development Department	
23.	Operating Inspections. During regular business hours all cannabis business premises shall be accessible, upon request, to an authorized City of Antioch employee or representative for random and/or unannounced inspections. An inspection fee maybe charged to the business for cost recovery of staff time.	City of Antioch	On-Going	Community Development Department	
24.	Annual Audit. 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.	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

25.	Building Security. 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.	City of Antioch	On-Going	Community Development Department	
26.	Security Contact. A local contact responsible for addressing security and safety issues shall be provided to, and kept current with, the Antioch Police Department.	City of Antioch	On-Going	Police Department	
27.	Security Plan Modifications. Any changes to the site security plan shall be subject to the review and approval of the Chief of Police or their designee.	City of Antioch	On-Going	Police Department	
28.	Police Inspection. 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.	City of Antioch	Prior to Occupancy Permit	Police Department	
29.	Surveillance Cameras. 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	City of Antioch	On-Going	Police Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	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.				
30.	Alarm System. 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.	City of Antioch	On-Going	Police Department	
31.	Surveillance Signage. Visible signage shall be placed at the entrance of the facility notifying the public of surveillance on site.	City of Antioch	Prior to Occupancy Permit	Community Development Department	
32.	Exterior Modifications. Any proposed exterior changes to the site shall be shown on the building permit plan submittal. Exterior changes may be subject to administrative design review approval.	City of Antioch	On-Going	Community Development Department	
33.	Odor Control Measures. 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.	City of Antioch	On-Going	Community Development Department	
34.	Revocation. 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: <ul style="list-style-type: none"> Adversely affects the health, peace or safety of persons living or working in the surrounding area; or 	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	<ul style="list-style-type: none">• 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.				
35.	Operating Agreement. The applicant shall enter into a revised or new operating agreement with the City of Antioch reflecting the new distribution use prior to a certificate of occupancy being issued for the site. No business license shall be issued without an approved operating agreement.	City of Antioch	Prior to Occupancy Permit	City Attorney	

**ATTACHMENT B
PLANNING APPLICATION
(SEPARATE PAGE)**

CITY OF ANTIOCH
CANNABIS BUSINESS USE PERMIT APPLICATION



ATTACHMENT A – APPLICATION FORM

PROPERTY LOCATION		
Address: 2101 W10th St, Suite C, Antioch CA 94509		Assessor's Parcel No.: 074-051-005-2
Zoning Designation: Cannabis Overlay		General Plan Land Use Designation: PBC: Planned Business Center
PROJECT DESCRIPTION - Provide a basic description of the project below.		
Cannabis nursery specializing in plant genetics to produce clones, immature plants, and seeds for wholesale distribution to permitted cultivators and dispensaries.		
APPLICANT		
Name: Richard Hoke		
Address: 1636 Lillian Street		
City: Brentwood	State: CA	Zip: 94513
Telephone: 925-382-9528		
Email: rick@deltadisensary.net		
PROPERTY OWNER	<input checked="" type="checkbox"/> Same as applicant	
Name:		
Address:		
City:	State:	Zip:
Telephone:		
Email:		

FOR OFFICE USE ONLY	
DATE RECEIVED:	FILE NO:
PLANNER:	
	<input type="checkbox"/>

CITY OF ANTIOCH

CANNABIS BUSINESS USE PERMIT APPLICATION



REQUIRED SIGNATURES

As part of this application, applicant and real party in interest, if different, agrees to defend, indemnify, hold harmless, and release the City of Antioch, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of the above, the purpose of which is to attack, set aside, void, or annul the approval of this application and/or the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the City of Antioch, its agents, officers, attorneys, or employees.

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this application to the best of my ability and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

I understand that charges for materials and staff time spent processing this application will be billed monthly and is based on an hourly rate as identified in the current fiscal year fee schedule. Application processing includes but is not limited to plan checking and processing, meetings, phone calls, research, e-mail, and staff report preparation. Further, I understand that my initial deposit is not a fee and actual charges may be in excess of the deposit. The deposit will be returned to me at the conclusion of the process after all invoices have been paid. If invoices are not paid on a monthly basis, processing will be terminated until all past due amounts have been paid. Failure to pay invoices on a monthly basis may also result in an application being deemed incomplete; postponement of hearings or meetings; and/or inability to obtain a building permit. Failure to pay invoices on a monthly invoice may also result in the placement of a lien on the subject property. I assume full responsibility for all costs incurred by the City in processing this application. Further, I understand that approval of my project is NOT guaranteed and may be denied. In the case of a denial, I understand that I am still responsible for all costs incurred by the City in processing this application. I hereby authorize employees, officials and agents of the City of Antioch to enter upon the subject property, as necessary, to inspect the premises and process this application.

Executed at:
(City/State) Antioch, Ca

Dated: 06/08/2022

Rick Hoke 06/08/2022

Rick Hoke 06/08/2022

Applicant's Name Date

Property Owner's Name* Date

X *Rick Hoke*

X *Rick Hoke*

Applicant's Signature

Property Owner's Signature

* Real Party in Interest may be different than a listed property owner. If property is held by a trust, the real party in interest would be one or more individuals who benefit from the trust. In such a case, the actual beneficiary or real party in interest must sign instead of property trustee.

**ATTACHMENT C
PROJECT DESCRIPTION
(SEPARATE PAGE)**

Project Description

Characteristics of Proposed Business

Delta View Nursery is a cannabis nursery specializing in plant genetics to produce clones, immature plants, and seeds for wholesale distribution to permitted cultivators and dispensaries. Our nursery will have the ability to perfect specific strains of the cannabis plant, bringing superior genetics and starter plants to the marketplace while culling out weak plants in order to maximize the quality of our products. Cultivation/ Nursery license type per DCC

Hours of Operation

Delta View Nursery will be open from 8:00 a.m. until 8:00 p.m. seven days a week. The Location will be closed in observance of Thanksgiving, Christmas Day, New Year's Day, and other dates to be determined.

Number of Employees

The nursery will employ five individuals with a minimum of two on site during each shift.

Nature of Products

Delta View Nursery will produce, handle, and store cannabis seeds, clones, and immature plants.

Architecture

Describe the architecture, materials, colors used, and landscaping.

**ATTACHMENT D
PROJECT PLANS
(SEPARATE PAGE)**

GENERAL NOTES

1. ALL WORK SHALL COMPLY TO THE FOLLOWING CODES: 2019 CALIFORNIA BUILDING, (CBC), 2019 CALIFORNIA RESIDENTIAL CODE (CIRC), 2019 CALIFORNIA ELECTRICAL CODE (CEC), 2019 CALIFORNIA FIRE CODE (CFC), 2019 CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA PLUMBING CODE (CPC), 2019 CALIFORNIA GREEN BUILDING (CGB) AND 2019 CALIFORNIA ENERGY CODE (CEC), AND WITH THE CITY OF ANTOCH BUILDING DEPARTMENT.
2. DIMENSIONS ARE TO FACE OF STUD, U.O.N.
3. DO NOT SCALE DIMENSIONS; WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
4. ALIGN THE WINDOW HEADS WITH TOP OF DOORS AT 6" O.A.F.F., U.O.N.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL WORK AND MATERIAL IN ACCORDANCE WITH ALL LOCAL AND/OR CITY BUILDING CODES AND REQUIREMENTS.
6. CONTRACTOR SHALL VERIFY ALL FIELD DIMENSIONS AND CONDITIONS AND REPORT DISCREPANCIES TO THE DESIGNER.
7. DIMENSIONS ARE NOT ADJUSTABLE WITHOUT APPROVAL OF THE DESIGNER.
8. CONTRACTOR SHALL THOROUGHLY EXAMINE THE PREMISE AND SHALL BASE HIS BID ON THE EXISTING CONDITIONS. NOT WITHSTANDING ANY INFORMATION SHOWN OR NOT SHOWN ON DRAWING.
9. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CHECKING CONTRACT DOCUMENTS, FIELD VERIFY CONDITIONS AND DIMENSIONS FOR ACCURACY. CONFIRM THE WORK CAN BE BUILT AS SHOWN BEFORE PROCEEDING WITH THE WORK. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION QUESTIONS, THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CLARIFICATIONS FROM THE ARCHITECT BEFORE PROCEEDING WITH THE RELATED WORK IN QUESTION.
10. "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR ITEMS NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN.
11. "TYPICAL" OR "TYP" MEANS IDENTICAL FOR ALL SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
12. DIMENSIONS NOTED "CLEAR" OR "CLR" ARE MINIMUM REQUIRED DIMENSIONS AND CLEARANCES AND MUST BE ACCURATELY MAINTAINED.
13. GENERAL CONTRACTOR TO COORDINATE INSTALLATION OF N.I.C. (NOT IN CONTRACT) ITEMS WITH OTHER TRADES.
14. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
15. THE CONTRACTOR SHALL PROVIDE EVERYTHING NECESSARY AND REASONABLY INCIDENTAL FOR THE PROPER AND WORKMANLIKE EXECUTION OF THE INTENT OF THE DRAWINGS, WHETHER SPECIFICALLY MENTIONED OR NOT.

DELTA VIEW NURSERY TENANT IMPROVEMENT

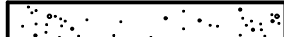



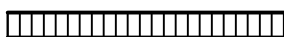
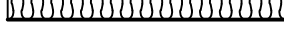

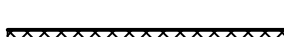





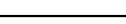



ABBREVIATIONS

Q/	OVER	F.F.L.	FINISH FLOOR	OSB.	ORIENTED STRAND	W	WEST
W/	WITH	F.H.C.	FIRE HOSE CABINET		BOARD	W/	WITH
Δ	ANGLE	FIN.	FINISH	PED.	PEDESTAL	W.C.	WATER CLOSET
@	AT	F.H.M.S.	FLAT HOSE MACHINE SCREW	PRECAST.	PRE-CAST	WD.	WOOD
⊖	CENTERLINE	F.L.W.S.	FLAT HEAD WOOD SCREW	PL.	PLATE	W/	WITH
⊕	DIAMETER	FLR.	FLOOR	PLAM.	PLASTIC LAMINATE	WP.	WATERPROOF
⊙	POUND OR NUMBER	FLASH.	FLASHING	PLAS.	PLASTER	W.C.T.	WAINSCOT
(E)	EXISTING	FLOOR.	FLOURESCENT	PLWD.	PLYWOOD	WT.	WEIGHT
A.B.	ANCHOR BOLT	F.O.C.	FACE OF CONCRETE	PR.	PAINT	WDW.	WINDOW
ACC.	ACCESSIBLE		OR CURB	PT.	POINT		
ACOUST.	ACOUSTICAL	F.O.F.	FACE OF FINISH	P.T.	PRESSURE TREATED		
A.D.	AREA DRAIN	F.O.S.	FACE OF STUD	P.TD.	PAINTED		
A.D.J.	ADJUSTABLE	FRMG.	FRAMING	PTN.	PARTITION		
AGGR.	AGGREGATE	FRP.	FIREPROOF	Q.T.	QUARRY TILE		
AL.	ALUMINUM	F.S.	FULL SIZE	R.	RISER		
APPROX.	APPROXIMATE	FT.	FOOT OR FEET	RTD.	RADIUS		
ARCH.	ARCHITECTURAL	FTG.	FOOTING	R.D.	ROOF DRAIN		
ASPH.	ASPHALT	FURR.	FURRING	REF.	REFRIGERATOR		
A.F.F.	ABOVE FINISHED FLOOR	FUT.	FUTURE	REFN.	REFLECTANCE		
BD.	BOARD	G.I.	GALVANIZED IRON	REINF.	REINFORCED		
BITUM.	BITUMINOUS	G.	GAUGE	REQ.	REQUIRED		
BLDG.	BUILDING	GALV.	GALVANIZED	RESIL.	RESILIENT		
BLK.	BLOCK	G.S.M.	GALVANIZED SHEET METAL	ROOM	ROOM		
BLKG.	BLOCKING	G.B.	GRAB BAR	R.O.	ROUND OPENING		
BM.	BEAM	GL.	GLASS	R.H.M.S.	ROUND HEAD MACHINE SCREW		
BOT.	BOTTOM	GLAZ.	GLAZING	R.H.W.S.	ROUND HEAD WOOD SCREW		
B.U.R.	BUILT UP ROOFING	GND.	GROUND				
CEM.	CEMENT	GRNT.	GRANITE				
CAB.	CABINET	GRADE	GRADE	RWD.	REDWOOD		
CER.	CERAMIC	GYP.	GYPSUM	R.W.L.	RAIN WATER LEADER		
C.I.	CAST IRON	HDW.	HARDWOOD	S.	SOUTH		
C.J.	CONTROL JOINT	HDWIE.	HARDWARE	S.BFLR.	SUB FLOOR		
C.L.	CENTER LINE	H.B.	HOSE BIB	S.C.	SOLID CORE		
CLG.	CEILING	H.C.	HOLLOW CORE	SCHED.	SCHEDULE		
CLKG.	CLALKER	HDR.	HEADER	S.D.	SOAP DISPENSER OR STORM DRAIN		
CLO.	CLOSET	H.M.	HOLLOW METAL	SECT.	SECTION		
CLR.	CLEAR	HOR.	HORIZONTAL	SECT.	SECTION		
C.O.	CASED OPENING	HR.	HOUR	SH.	SHELF		
COL.	COLUMN	HT.	HEIGHT	SHWR.	SHOWER		
C.M.U.	CONCRETE MASONRY UNIT	I.D.	INSIDE DIAMETER OR DIM.	SHT.	SHEET		
CONN.	CONNECTION		DIMENSION	SHTG.	SHEATHING		
CERAM.	CERAMIC TILE	INSUL.	INSULATION	SIM.	SIMILAR		
CLSG.	CLOSING	INT.	INTERIOR	S&P	SHELF AND POLE		
CTSK.	COUNTER SINK	JAN.	JANITOR	SPEC.	SPECIFICATION		
CNTR.	COUNTER	JOINT	JOINT	SPEC.	SPECIFICATIONS		
CPT.	CARPET	JST.	JOIST	S.N.D.	SANITARY NAPKIN DISPENSER		
C.ROD	CURTAIN ROD	KIT.	KITCHEN	SQ.	SQUARE		
DEG.	DEGREE	LAB.	LABORATORY	S.S.	STAINLESS STEEL		
DBL.	DOUBLE	LAM.	LAMINATE	S.S.D.	SEE STRUCTURAL DRAWINGS		
DEPT.	DEPARTMENT	LAV.	LAVATORY				
D.F.	DRINKING FOUNTAIN	LIN.	LINEN				
DF.	DOUGLAS FIR	LKR.	LOOKER	SLD.	SOLID		
DET.	DETAIL	LT.	LIGHT	STD.	STATION		
DIA.	DIAMETER	MAX.	MAXIMUM	STD.	STANDARD		
DIM.	DIMENSION	M.C.	MEDICINE CABINET	STL.	STEEL		
D.O.	DOOR OPENING	M.D.	MEDIUM DENSITY FIBERBOARD	STR.	STORAGE		
DISP.	DRAWER	MDO.	MEDIUM DENSITY OVERLAY	STRUC.	STRUCTURAL		
DWR.	DRAINER	MECH.	MECHANICAL	SUSP.	SUSPENDED		
DSP.	DRAWER	MEMB.	MEMBRANE	SYM.	SYMMETRICAL		
DS.	DOWNSPOUT	MET.	METAL	T.	TREAD		
D.S.P.	DRY STANDPIPE	MFR.	MANUFACTURER	T.B.	TWOEL BAR		
DWG.	DRAWING	MH.	MANHOLE	T&B	TOP AND BOTTOM		
DW.	DISHWASHER	MICRO.	MICROWAVE OVEN	TBR.	TO BE REMOVED		
E.	EAST	MIN.	MINIMUM	T.C.	TOP OF CURBS		
E.A.	EACH	MIR.	MIRROR	TEL.	TELEPHONE		
EJ.	EACH SIDE	MISC.	MISCELLANEOUS	TEMP.	TEMPERED		
E.S.	EXPANSION	M.O.	MASONRY OPENING	TER.	TERRAZZO		
EW.	EACH WAY	M.G.	MOISTURE PROOF	T.G.	TEMPERED GLASS		
EL.	ELEVATION	MND.	MOUNTED	T&G	TONGUE AND GROVE		
ELEC.	ELECTRICAL	MUL.	MULLION	THK.	THICK		
ELEV.	ELEVATOR	MULD.	MULDED	T.P.	TOP OF PAVEMENT		
EMER.	EMERGENCY	N	NORTH	T.P.D.	TOILET PAPER DISPENSER		
ENCL.	ENCLOSURE	(N)	NEW	T.V.	TELEVISION		
E.P.	ELECTRICAL PAPERBOARD	N.I.C.	NOT IN CONTRACT	T.O.T.	TOP OF		
EQU.	EQUAL	NO.	NUMBER	T.O.F.	TOP OF FINISHING		
EQPT.	EQUIPMENT	NO.#	NOMINAL	T.O.S.	TOP OF SHEATHING		
E.W.C.	ELECTRIC WATER COOLER	NS.	NEARSIDE	T.W.	TOP OF WALL		
EW.	EACH WAY	NST.	NATURAL STONE	UNF.	UNFINISHED		
EXST.	EXISTING	N.T.S.	NOT TO SCALE	U.N.	UNLESS OTHERWISE NOTED		
EXPO.	EXPOSED	O.A.	OVERALL	U.O.N.	UNLESS OTHERWISE NOTED		
EXP.	EXPANSION	OBS.	OBSCURE	UR.	URINAL		
EXT.	EXTERIOR	O.C.	ON CENTER	V.C.T.	VINYL COMPOSITION TILE		
F.	FIRE ALARM	O.D.	OUTSIDE DIAMETER (DIM)	V.F.	VERIFY IN FIELD		
F.A.	FORCED AIR UNIT	O.F.C.I.	OWNER FURNISH CONTRACTOR INSTALLED	VERT.	VERTICAL		
F.B.	FLAT BAR			VET.	VESTRIBULE		
F.D.	FLOOR DRAIN	OFF	OFFICE	V.V.C.	VINYL WALL COVERING		
FDN.	FOUNDATION	OPNG.	OPENING	V.W.M.	VINYL WALL MANUFACTURER		
F.E.	FIRE EXTINGUISHER	OPP.	OPPOSITE	W.H.	WATER HEATER		
F.F.	FACE FRAME	O.H.	OVERHANG	W.I.	WROUGHT IRON		
		O/	OVER				

CONSULTANTS

MATERIALS

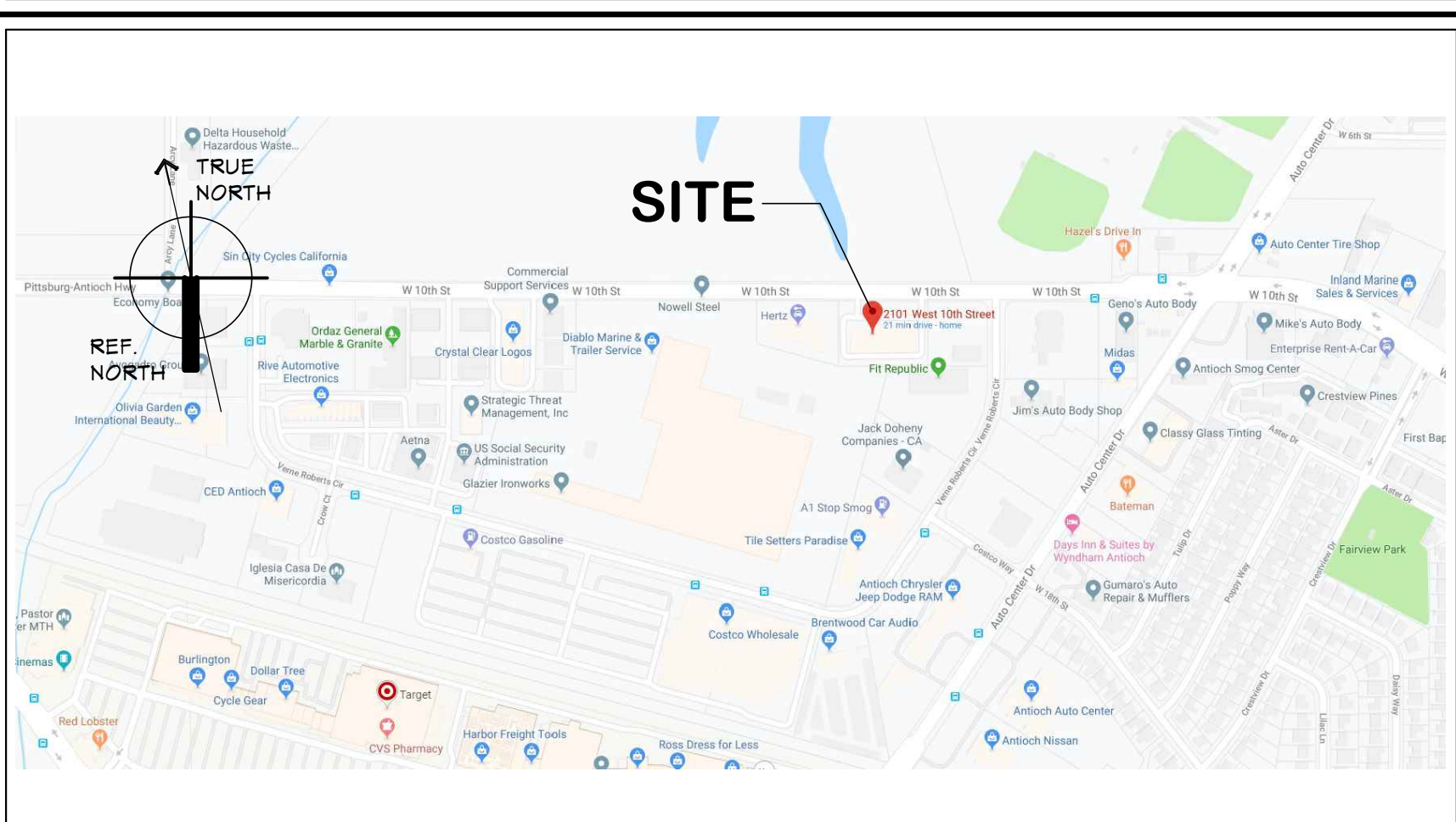
	CONCRETE CAST IN PLACE OR PRECAST
	CONCRETE BLOCK
	EARTH
	GYPSUM BOARD OMIT DOUBLE LINES AT SMALL SCALE
	GYPSUM SHEATHING
	HARD BOARD
	INSULATION, BATT
	PLASTER ON METAL LATH
	PLYWOOD
	RIGID INSULATION
	ROCK FILL
	SAND
	WOOD, FINISH
	WOOD, FRAMING THROUGH MEMBER
	WOOD, FRAMING INTERRUPTED MEMBER

BUILDING DATA / CODE REVIEW

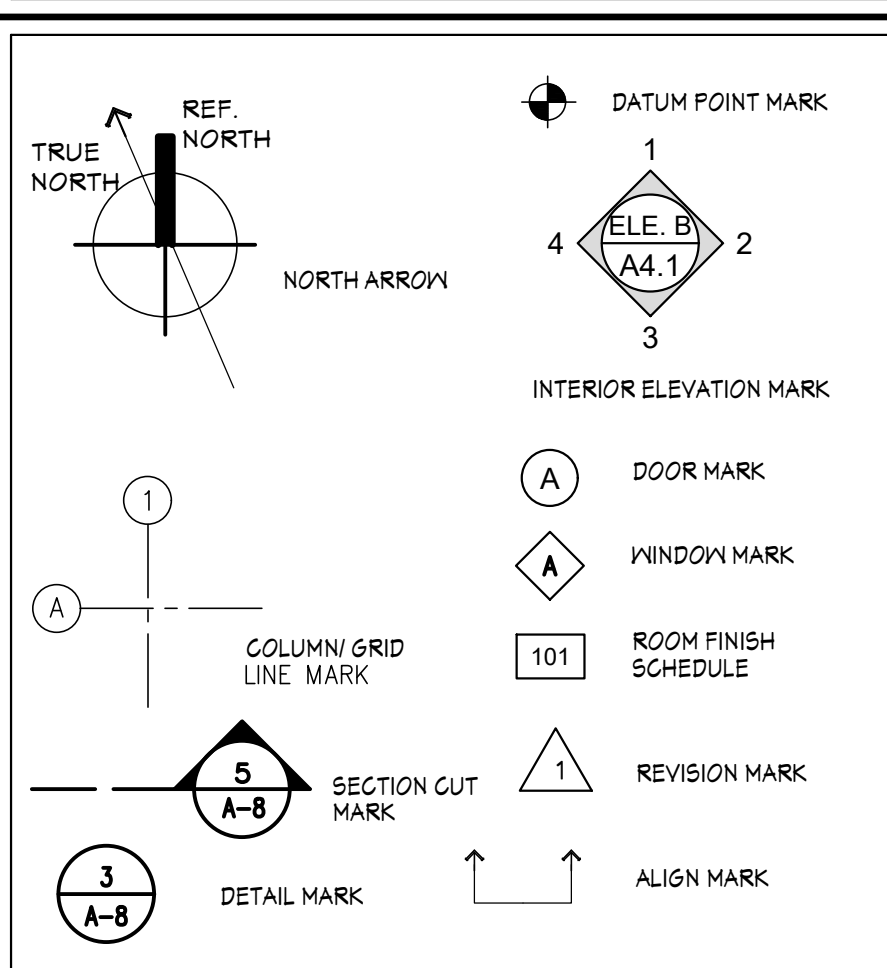
DRAWING INDEX

G1.0	COVER SHEET
C1.0	SITE PLAN / PATH OF TRAVEL PLAN
A1.0	EXISTING & PROPOSED FLOOR PLAN
A1.1	PROPOSED LIGHTING / REFLECTED CEILING & POWER PLANS
A1.2	PROPOSED SECURITY CAMERA PLAN

VICINITY MAP



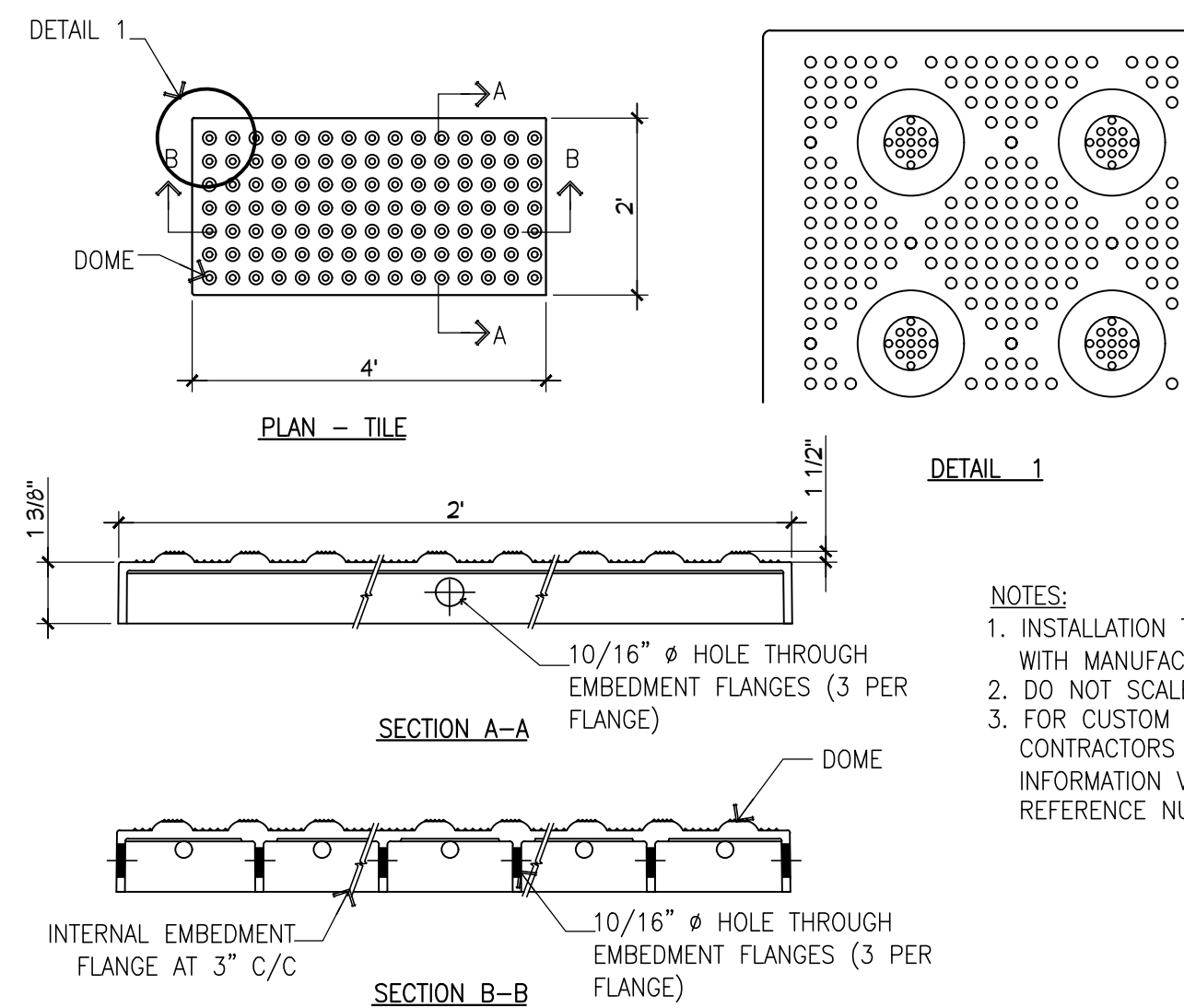
SYMBOLS



OF

2 DETECTABLE PAD DETAIL

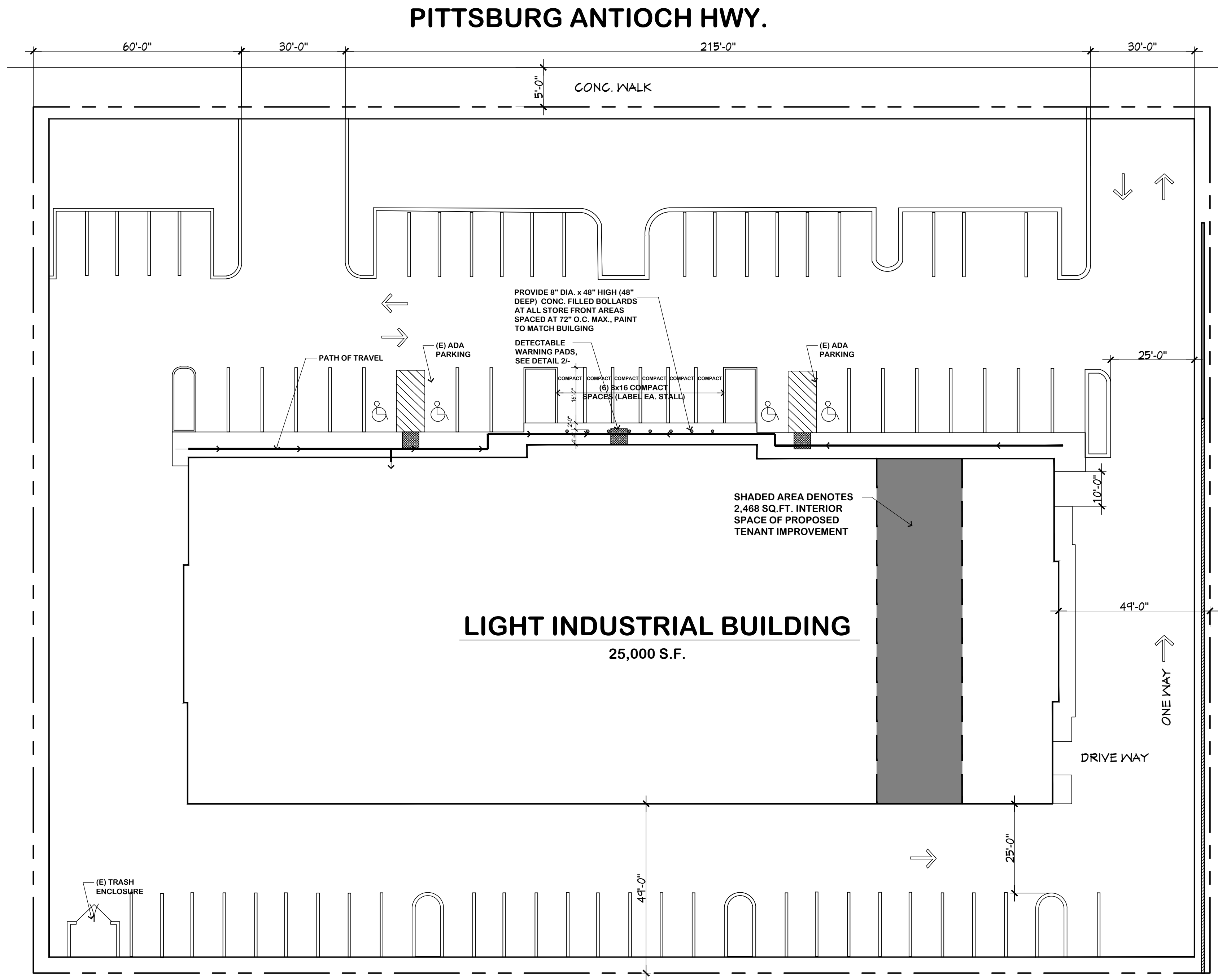
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- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. DO NOT SCALE DRAWINGS.
 3. FOR CUSTOM SIZING CONTACT MANUFACTURER. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info
 4. REFERENCE NUMBER 681-001D.

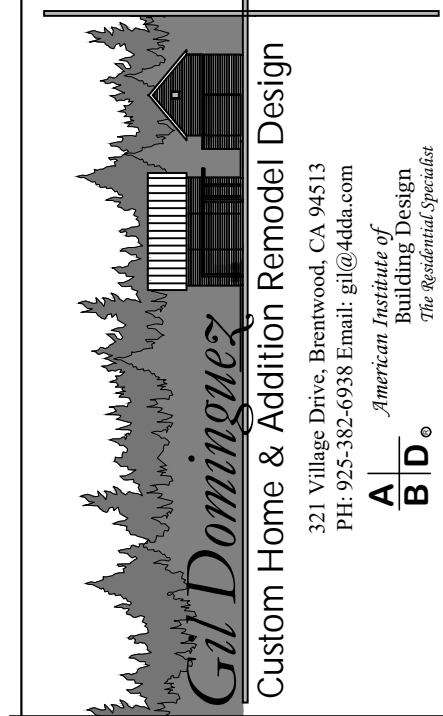
1 SITE PLAN / PATH OF TRAVEL

SCALE: 1" = 20.00'



SITE INFORMATION:

1. EXISTING BUILDING IS 25,000 SQUARE FEET
2. EXISTING OFF STREET PARKING SPACES PROVIDED = 63
3. THERE ARE 4 - ADA ACCESSIBLE PARKING SPACES



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SYM.	REVISIONS	DATE
△		
△		
△		
△		
△		
△		

SUBMITTAL DATE

ISSUE DATE

Gil Dominguez

SITE PLAN / PATH OF TRAVEL

DELTA VIEW NURSERY

TENANT IMPROVEMENT

2101 W. 10th. STREET
ANTIOCH, CA 94509
APN: 074-051-005

DRAWN BY :
GD

DATE:
10/04/2021

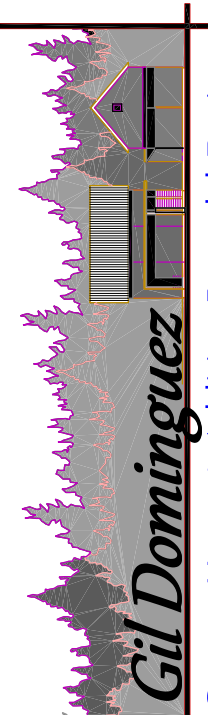
SCALE :
NOTED

JOB NUM :
4221

SHEET

C1.0

OF



Custom Home & Addition Remodel Design

321 Village Drive, Brentwood, CA 94513

PH: 925-382-6938 Email: gil@adda.com

American Institute of Building Design

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ISSUE	DATE



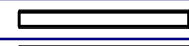


Proposed floor plan showing various rooms and dimensions:

- BREED 1: 8'-1" X 12'-0"
- BREED 2: 8'-1" X 12'-1"
- FIRE: 6'-5" X 4'-10"
- HALL: 11'-8" X 4'-11"
- TEST: 7'-4" X 9'-5"
- MALE: 7'-4" X 9'-5"
- BATH: 8'-5" X 8'-1"
- HALL: 8'-7" X 14'-11"
- MOM / CLONE 1: 17'-6" X 19'-2"
- MOM / CLONE 2: 17'-6" X 19'-2"
- MOM / CLONE 3: 18'-0" X 19'-2"
- WAREHOUSE: 14'-11" X 23'-7"
- RESTROOM: 7'-5" X 7'-6"
- UPPER & LOWER DISPLAY CABINETS
- ALIGN

Dimensions and other notes:

- 12'-4 1/4"
- 12'-2 1/4"
- 9'-1 3/4"
- 17'-10"
- 17'-10 1/2"
- 18'-5"
- 15'-3 1/4"
- 4'-4 1/2"
- 19'-2 1/2"
- 120'00"

2 PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

WALL SCHEDULE	
2D SYMBOL	WALL TYPE
	INTERIOR-4
	8" CONCRETE WALL - EXISTING
	INTERIOR-4, EXISTING
	INTERIOR-6
	INTERIOR-6, EXISTING

Existing floor plan showing the subject tenant space and surrounding areas:

- OFFICE: 20'-1" X 12'-0"
- STORAGE: 15'-0" X 10'-7"
- WAREHOUSE: 76'-1" X 25'-7"
- BATH: 8'-9" X 5'-4"
- OFFICE: 20'-1" X 24'-6"
- FIRE: 6'-5" X 4'-10"
- RESTROOM: 7'-5" X 7'-6"
- RESTROOM: 7'-4" X 7'-6"
- EMPLOYEE: 7'-1" X 7'-6"
- OFFICE: 4'-2" X 12'-4"

1 EXISTING FLOOR PLAN
SCALE: 1/8" = 1'-0"

EXISTING & PROPOSED FLOOR PLAN

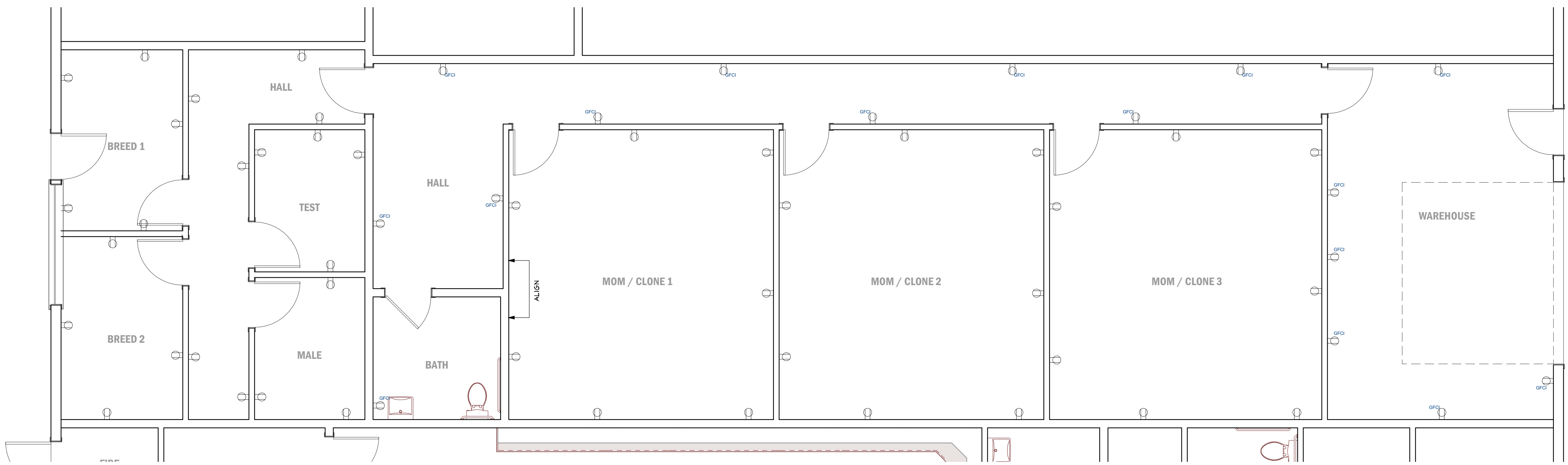
DELTA VIEW NURSERY
TENANT IMPROVEMENT
2101 W. 10th STREET
ANTIOCH, CA 94509
APN: 074-051-005

DRAWN BY: GD
DATE: 3/21/2022
SCALE: NOTED
JOB NUM: 0922

SHEET
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OF

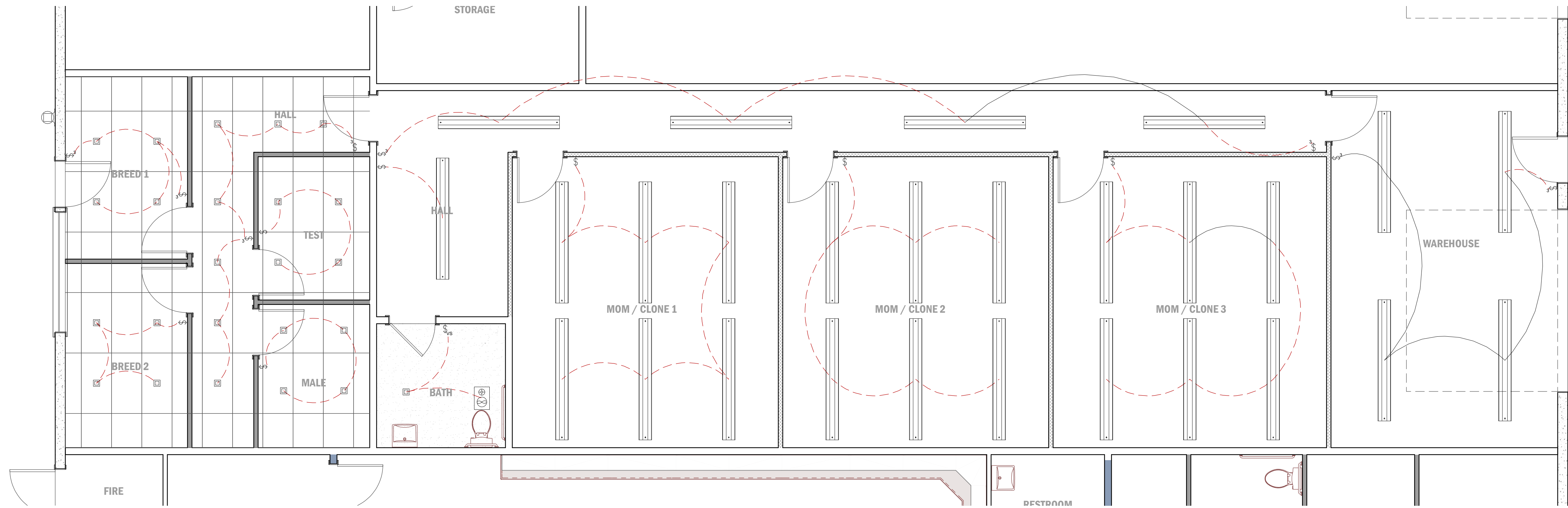
D3

2019



- PLAN LEGEND:**
- 120 VOLT - 20 AMP DUPLEX OUTLET
 - GFCI 120 VOLT - 15 AMP DUPLEX OUTLET GROUND FAULT CIRCUIT INTERRUPTER

2 PROPOSED POWER PLAN
SCALE: 1/8" = 1'-0"



- PLAN LEGEND:**
- ▮ HANGING GROW LIGHTS
 - RECESSED L.E.D. LIGHTS
 - FLOOD WALL MOUNTED L.E.D. FLOOD LIGHT ON AUTOMATIC CLOCK ON / OFF TIMER
 - S SINGLE POLE SWITCH
 - 3S THREE WAY SWITCH
 - S^V SINGLE POLE SWITCH WITH VACANCY SENSOR

1 PROPOSED LIGHTING / REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"



Gil Dominguez
Custom Home & Addition Remodel Design
321 Village Drive, Brentwood, CA 94513
PH: 925-382-6938 Email: gil@4d4a.com

American Institute
of
B.D. Building
Scientists

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SYM.	REVISIONS	DATE
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SUBMITTAL _____ DATE _____

ISSUE _____ DATE _____

PROPOSED LIGHTING / REFLECTED
CEILING PLAN & POWER PLAN

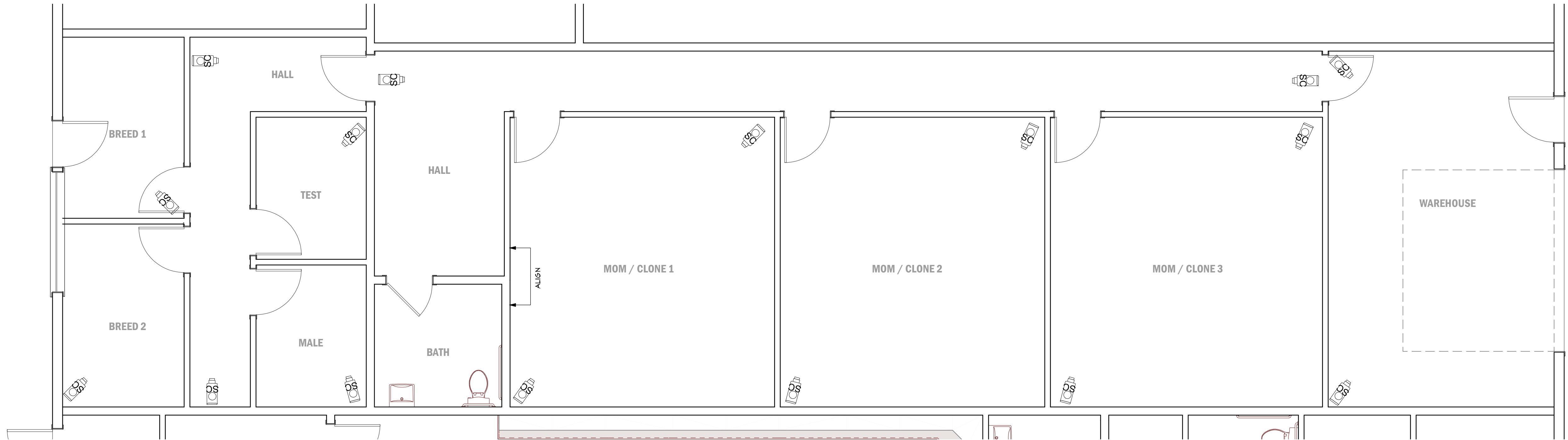
DELTA VIEW NURSERY
TENANT IMPROVEMENT
2101 W. 10th STREET
ANTIOCH, CA 94509
APN: 074-051-005

DRAWN BY : GD	DATE: 3/21/2022
SCALE : 1/4" = 1'-0"	JOB NUM : 0922

SHEET

A1.1

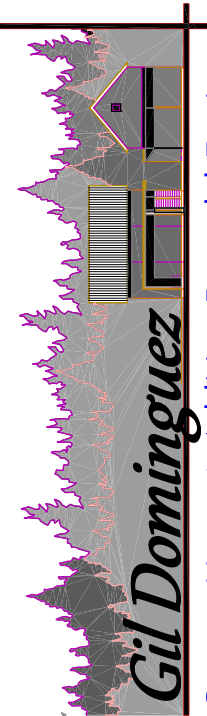
OF



1 SECURITY CAMERA PLAN
SCALE: 1/8" = 1'-0"

PLAN LEGEND:

-  CEILING MOUNTED SECURITY CAMERA
-  EXTERIOR WALL MOUNTED SECURITY CAMERA



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321 Village Drive, Brentwood, CA 94513
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American **I**nstitute
Building **D**esigners
Society

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SUBMITTAL	DATE
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ISSUE	DATE
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SECURITY CAMERA PLAN

DELTA VIEW NURSERY
TENANT IMPROVEMENT
2101 W. 10th STREET
ANTIOCH, CA 94509
APN: 074-051-005

DRAWN BY : GD	DATE: 3/21/2022
SCALE : 1/4" = 1'-0"	JOB NUM : 0922

SHEET

A1.2

OF

06

RECEIVED
JUN 09 2022
CITY OF ANTIOCH
COMMUNITY DEVELOPMENT



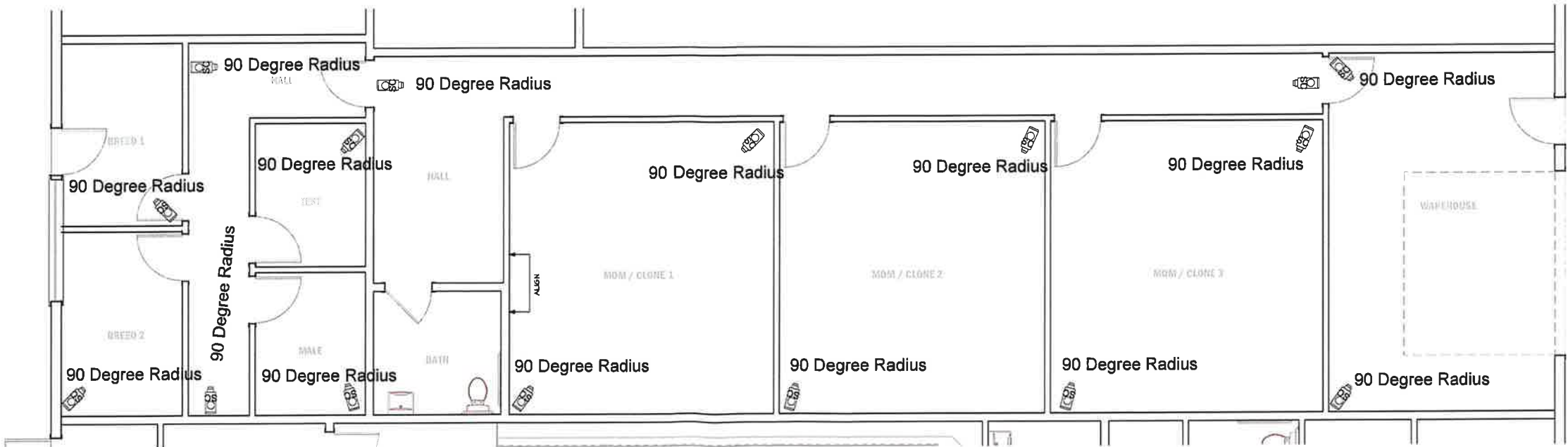
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SUBMITTAL DATE

ISSUE DATE

PLAN LEGEND:
CEILING MOUNTED SECURITY CAMERA
EXTERIOR WALL MOUNTED SECURITY CAMERA



1 SECURITY CAMERA PLAN
SCALE: 1/8" = 1'-0"

SECURITY CAMERA PLAN

DELTA VIEW
NURSERY
TENANT IMPROVEMENT
2101 W. 10th STREET
ANTIOCH, CA 94509
APN: 074-051-005

DRAWN BY: CD
DATE: 3/21/2022
SCALE: 1/4" = 1'-0"
JOB NUM: 0922

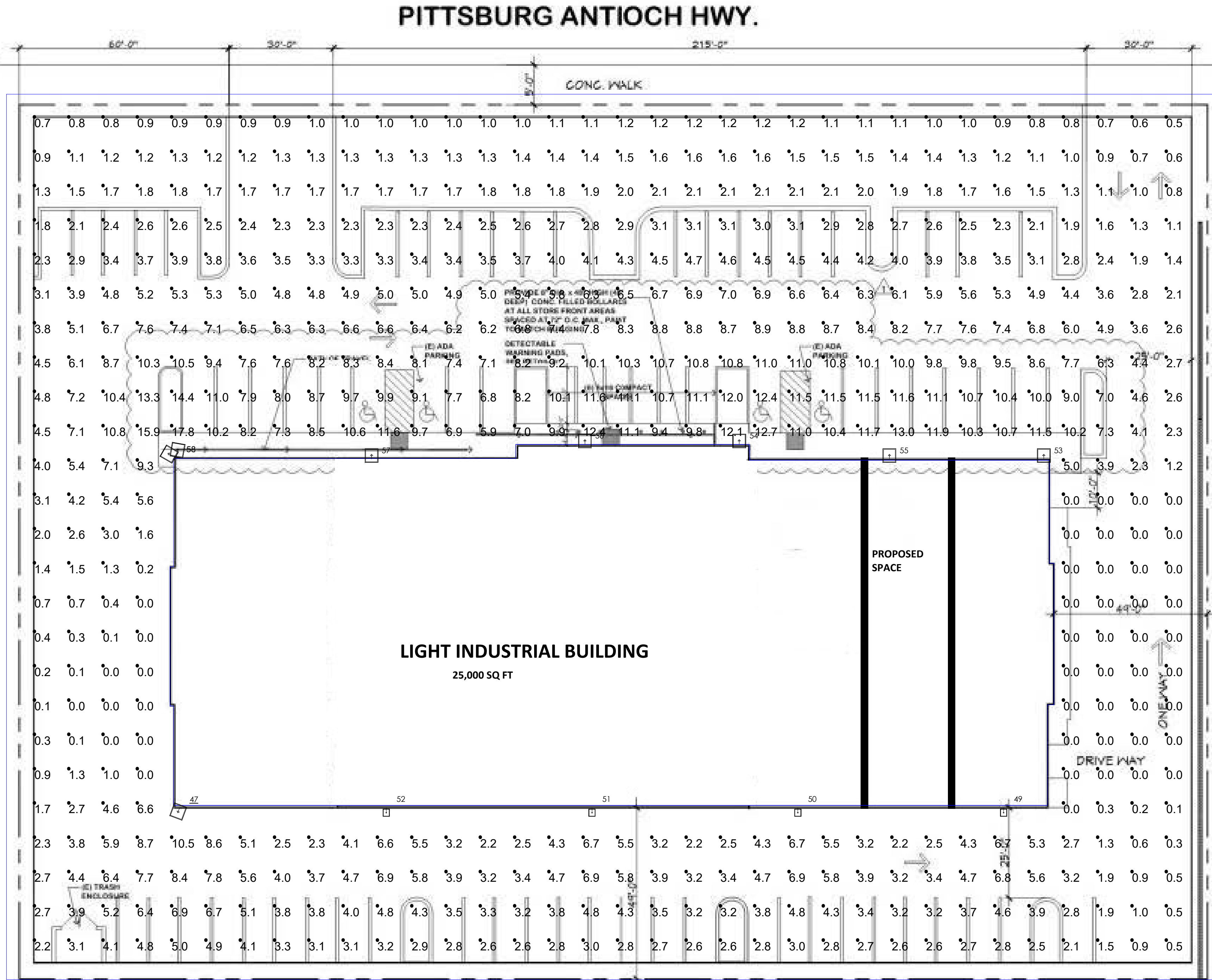
SHEET

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OF

Luminaire Schedule						
Symbol	Qty	Model Number	Arrangement	Lumens	LLF	Description
⊕	6	ALED4T260SF-D10	SINGLE	31249	1.000	260 Watt LED Wall Mount w/ 5000K Color Temp (Mounted at 25'-0)
⊞	4	ALED4T110SF-D10	SINGLE	13680	1.000	110 Watt LED Wall Mount w/ 5000K Color Temp (Mounted at 25'-0)
⊗	1	ALED4T260SF-T70	TWIN 70 DEGREE	31249	1.000	(2) 260 Watt LED Wall Mount w/ 5000K Color Temp (Mounted at 25'-0)

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking	Illuminance	Fc	7.08	17.8	2.1	3.37	8.48
Rear Parking	Illuminance	Fc	4.19	10.5	2.1	2.00	5.00



Ownership and copyright for all documents created by LED Spot hereunder shall remain the exclusive property of LED Spot. They are not to be used by the Owner or Client on other projects or on extensions of this project except by agreement in writing and with appropriate compensation to LED Spot. The lighting designer shall not be responsible for the means, methods, techniques, sequences, or procedures on construction or installation, or for the acts and omissions of the Client. This design is based on IES files that were lab tested or computer generated. This lighting design is based on information supplied by others. Changes in electrical supply, area geometry and/or objects within the lighted area may produce illumination values different from the predicted results shown on this layout.

FOR PURCHASING INFORMATION OF APPROVED EQUIPMENT SPECIFIED ON THIS PLAN CONTACT:

LED Spot
8850 Jameel Road, Ste. 170A
Houston, Texas 77040
Email: info@ledspot.com
Voice Number : 713-863-1184
Fax Number: 713-979-1429



PROJECT: Delta Business Park
LOCATION: Antioch, CA
CONTACT: Stephen C.
DATE: 5/10/2021

PageNumber:
1

**ATTACHMENT E
SITE PHOTOS
(SEPARATE PAGE)**

Photos

Front



Back



Interior



**ATTACHMENT F
ODOR MITIGATION PLAN
(SEPARATE PAGE)**

owner of the nursery within 24 hours for further evaluation. All complaints will be addressed within 24 hours of receipt by the nursery owners.

Nuisance Avoidance

Delta View Nursery will avoid any nuisances pertaining to noise, light, odor, litter, vehicle crime, loitering, and illegal consumption of cannabis on the property including parking areas. Our security staff will be the first line of defense in tackling any nuisances that might arise. Proper lighting will be used to ensure safety in the parking area, sidewalk, and entrances or exits. Any lighting additions will be discussed with neighbors and will allow for their input in changes that might be made. Security guards will regularly patrol the surrounding area to ensure there is no loitering, illegal consumption of cannabis on the property, or access to persons under the age of 21.

Odor Mitigation Plan

Potential Sources of Odor

Delta View Nursery's desire to be a good neighbor includes avoiding nuisances of odor that may be generated by its operations. Accordingly, we have hired a consultant to design the following Odor Control Plan to mitigate against such a nuisance.

The space will be conditioned using multiple split heat pump systems of various capacities and a ductless mini-split system. Each of the split-systems, excluding the ductless mini-split system, are equipped with unit-level pleated filters. Fresh air is brought to each of the ducted systems via a fresh air duct that is run to the exterior of the structure. Fresh air quantities are calculated using the American Society of Heating and Refrigeration Engineers (ASHRAE) Standard 62.1. This fresh air will tend to pressurize the space.

The space will be designed for negative pressure to contain internal odors. To accomplish this, an in-line, belt-driven exhaust fan is provided to remove the amount of fresh air provided for the occupants and an additional amount that will ensure a negative pressure within the space.

Potential sources of odor are any packaged cannabis product that resides within a room that has too much airflow. When systems are correctly functioning any air flow in and around cannabis products will be minimized.

Odor Control Devices and Techniques

To prevent odors from escaping the structure, the in-line exhaust fan is equipped with a filter section loaded with 30 pounds of activated carbon, in a rack-mounted configuration. Activated carbon is an extremely effective absorptive odor control substance. An ozone generator will be placed upstream of the carbon filters, in the housing assembly. Ozone (O₃) is an effective odor control mechanism. In this case, it is used to help control out-going airstream odors and recharge the activated carbon filter media, extending the life of the media.

Once systems are running, systems shall be air balanced to ensure design air flows for supply, fresh air, and exhaust air base values have been met. Once completed, a

differential pressure gauge shall be used to ensure that a negative building static of no less than 0.05" of negative building static has been achieved. A maximum negative building static shall not exceed 0.15". An initial test with a trade-specific calibrated sensor establishes a baseline of operation for odors in the out-going air stream.

Once 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 filters age, replacement will be required and will be conducted, as determined by the calibrated sensor on the test equipment.

Testing will be done, in the absence of other standards, in accordance with Standardized Odor Measurement Practices for Air Quality Testing. Testing shall be done using a field Olfactometer, calibrated in accordance with ASTM E544-75 and AWMA odor control standards, using the Scheduled Monitoring protocol:

Planned, scheduled monitoring on a daily walk-about visit around the exterior of the site, near the exhaust system. Data to be compiled and compared to established norms. Using a 5-point OIRS (Odor Intensity Reference Scale), compare daily readings. If values equal 3 on the 5-point scale, carbon-filtration exhaust system to be evaluated and repaired, as required. Evaluation shall include, but not be limited to, fan operation, distribution system integrity, and filter media effectiveness.

Waste Management and Odor Control Staff Training

All staff will be trained in Delta View Nursery's procedures for waste management and odor control. Additionally, the management team will be trained to audit and maintain the odor control mitigation systems on a quarterly basis. The employee training records will be maintained for 7 years.

Employees will be trained to perform daily inspections of the following systems and look for problems. First Shift Managers will inspect the heating and cooling system and ensure that the thermostats are working correctly, the drainage pipes are functional and free of clogs, the AC unit is blowing cold air, and that the exhaust fans are not running at abnormal times. Shift Managers will ensure that the temperature in the nursery is in the appropriate range, the inventory room maintains a 62% humidity level, and there is limited airflow within the inventory room. Shift Managers will maintain a log showing inspections of these items and the temperature humidity levels.

On a weekly basis, Shift Managers will conduct a visual inspection of dehumidifier and ventilation systems to ensure they are working properly and log details. The weekly audit will also include inspections of the UV light used within the filter. All vents will be checked and cleared. Fixtures within the facility (i.e. shelving systems) will be wiped down. During monthly checks, Shift Managers will ensure that the HVAC system's filters are replaced as well as functioning properly. Every year the Shift Manager will schedule a full HVAC cleaning.

Shift Managers at the beginning of every shift will conduct a walk around of the building to detect odors. If any odors are detected, then the manager will investigate the source of the odor. Upon discovery, the best course of action to mitigate the odor will be determined. In addition, we will contact neighboring buildings and request feedback of any odor control issues. Shift Managers will be trained in responding properly to public

ATTACHMENT G
NEIGHBORHOOD RESPONSIBILITY PLAN
(SEPARATE PAGE)

Neighborhood Responsibility Plan

Community Improvement

Delta View Nursery is committed to maximizing the benefits our facility will have on the City of Antioch. In making ongoing capital investments in new technologies and green energy sources we will create a stream of new one-time stimulus effects. To the extent possible, we will invest in the development of these technologies locally so that we can also purchase them locally. We will also do our best to ensure that Antioch reaps the benefits of direct expenditures and their multiplied effect. Whenever possible, we will use our local human resources and local vendors to implement our charitable programs. We will hire within the Antioch community and ensure that our hiring reflects the demographics breakdown provided by the city.

We are committed to making our project a source of economic stimulus for Antioch. From initial build-out of the facility to the implementation of our community development initiatives we intend to contract, buy, and hire locally, taking advantage of local recruitment resources to offer employment to displaced local workers who are willing to be retrained. We will also provide a “living wage” which will mean 200% of the minimum wage mandated by California. We anticipate spending at least 80% on goods and services provided by local companies.

Community Involvement

Delta View Nursery believes that it can and should have a critical role in the tax revenue generation formula for the benefit of the City of Antioch. As a corporation, we also believe that we have an important fiduciary obligation to be a “good neighbor” and provide benefits to our community as part of our mission. Therefore, we view our Neighborhood Responsibility Plan as a blueprint for how we plan to accomplish our mission. In developing our Neighborhood Responsibility Plan, the following core principles that will guide us:

- Our Board of Directors commits to make public a Community Benefits Mission Statement, putting forth our formal commitment to provide resources to and support the implementation of a regular Neighborhood Responsibility Plan.
- Delta View Nursery will support its Neighborhood Responsibility Plan at the highest level of our organization. Our board and senior management will be responsible for overseeing the development and implementation of the plan, including designating the programs or activities to be included in the plan, allocating the resources, and ensuring its regular evaluation.
- We will ensure regular involvement of the community, including that of the representatives of the targeted underserved populations, in the planning and implementation of the Neighborhood Responsibility Plan.
- To develop our Mission Statement and Neighborhood Responsibility Plan, we will conduct a Community Health Needs Assessment, a comprehensive review of unmet health needs of the community by analyzing community input, available public health data and an inventory of existing programs.

- We will include in our Neighborhood Responsibility Plan the micro communities we wish to support, specific programs or activities that attend to the needs identified in a Community Health Needs Assessment and, measurable short and long-term goals for each program or activity.

Delta View Nursery seeks to be an asset and a beneficial resource for the surrounding community. As a good neighbor, we will seek neighborhood and other necessary input through every phase of our operation, beginning with the build out and construction phase. We will meet with representatives from the Building Department, Fire Marshal's Office, Parking and Traffic Enforcement, Public Works Agency, and the Police Department to evaluate and abate any potential public safety/nuisance violations. We also believe that being a good neighbor requires that we work to improve the neighborhood. Some of the public improvements we plan to address are:

- Access Improvements
- Drainage Improvements
- Landscape Improvements
- Sewer Improvements
- Sidewalk Improvements
- Traffic Engineering Improvements
- Lighting Improvements
- Code Compliance
- Daily Trash Cleanup within 100 feet and weekly cleanups within 250 feet
- Graffiti Management within 300 feet

Finally, we will take all efforts to mitigate noise, odor, and pollution, and will address nuisances, including limiting foot and car traffic. We will establish agency and public safety bulletins to ensure proper communication channels are established between the business and the surrounding stakeholders of the neighborhood. Through those bulletins if there arises a need to speak with a representative of Delta View Nursery for any reason, there will always be someone with decision making abilities available. We guarantee an open-door policy for complaints and are committed to maintaining meaningful and respectable relationships to surrounding businesses and households. Delta View Nursery welcomes any individual or group who wishes to be educated on the cannabis industry or the company's business model to attend a community open house meeting.

Complaint Mitigation

Delta View Nursery's security team will be the first responders to complaints from citizens, customers, and other business areas. If those complaints rise to the level outside of the scope of work for the security guards, then the complaint will be sent directly to the manager to investigate. All complaints will be investigated and documented in the complaint logbook located in the security office. Our security guards will be trained in resolving disputes and deescalating situations. The manager will be trained in mitigating any complaints that the security guard is unable to rectify. If the manager is unable to rectify the complaint, then the complaint will be forwarded to an

owner of the nursery within 24 hours for further evaluation. All complaints will be addressed within 24 hours of receipt by the nursery owners.

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Shift Managers at the beginning of every shift will conduct a walk around of the building to detect odors. If any odors are detected, then the manager will investigate the source of the odor. Upon discovery, the best course of action to mitigate the odor will be determined. In addition, we will contact neighboring buildings and request feedback of any odor control issues. Shift Managers will be trained in responding properly to public

complaints and how to rectify the situations. Managers will maintain all records and logs pertaining odor incidents and be trained to properly audit and report incidents. In addition, the Shift Managers will be trained to audit the odor mitigating systems every shift and ensure they are functioning. Shift Managers will also be trained to troubleshoot the filters and other technology to mitigate odor. All training will occur on a quarterly basis and be logged into the employee's training records and saved for 7 years.





UP-22-06

Delta Cannabis Nursery
2101 W. 10th Street

Project Request

- The applicant is seeking Use Permit approval for a cannabis nursery.
 - **Specialty:** plant genetics, clone production, immature plants, and seeds for wholesale distribution to permitted cultivators and dispensaries.

Background/History

- **Subject site:** 1.95 acre parcel
- **Building:** 25,000 sq. ft. industrial building constructed in 2005

Business	Use	State License Type	Suite	Approved
Delta Labs	Manufacturing	Type 6	A	11/23/2021
Delta Dispensary	Dispensary	Type 10	B	6/25/2019
Delta Nursery	Nursery	Type 4	C	Pending
Delta Family & Friends	Distribution	Type 11	D	Pending
KWMA	Cultivation	Type 3A	E & F	12/14/2021
Delta Family Pharms	Cultivation	Type 2A	G, H, I	1/12/2021

Site Location



Use Permit

- **Hours of operation:** 8:00 a.m.-8:00 p.m., 7 days a week
- **Employees:** A maximum of five employees with a minimum of two on site during each shift

Tenant Improvements

- Conversion of existing warehouse space will be partitioned into three separate “clone” rooms, approximately 335 sq. ft. each.
- Two 96 sq. ft. “breed” rooms are proposed
- Two 69 sq. ft. “test” rooms.
- All rooms will have access through a common hallway

Site Circulation

- The subject site is served by two driveway approaches located at the northeast and northwest corners of the property.
- **Access:** from W. 10th St. and has right and left turn access onto the street.
- **Off-Street Parking:** sixty-seven (67) spaces to serve all tenants and customers.
- The proposed nursery use will not generate additional trips to the site as it is not open to public and will be accessed by employees only.

Correspondence Received

- Staff has not received any correspondence related to this project proposal.

CEQA

- The proposed project is Categorically Exempt pursuant to Section 15332 “Infill Development Projects.”

Recommendation

- The City Council adopt the resolution approving the Use Permit subject to the draft findings and Conditions of Approval (Exhibit A).

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2022

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Cornelius H. Johnson, Interim City Manager

SUBJECT: Traffic Calming Needs in the City of Antioch

RECOMMENDED ACTION

It is recommended that the City Council discuss and direct staff regarding traffic calming needs.

FISCAL IMPACT

This recommended action has no direct fiscal impact.

DISCUSSION

During the City Council meeting on July 26, 2022, Mayor Thorpe requested a discussion on traffic calming needs. This item is for discussion by the City Council.

ATTACHMENTS

None