



## **ANNOTATED AGENDA**

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

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

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**Date: Tuesday, December 12, 2023**

**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](http://www.antiochca.gov)). Please see the inside cover for detailed Speaker Rules.*

***PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.***

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

**Ellie Householder**, City Clerk  
**Lauren Posada**, City Treasurer

**Kwame P. Reed**, Acting City Manager  
**Thomas Lloyd Smith**, City Attorney

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

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

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: [Notifications – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/city-council). Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

### **Notice of Opportunity to Address Council**

The public has the opportunity to address the City Council on each agenda item. To address the Council, fill out a Speaker Request form and place in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

**6:01 P.M.      ROLL CALL – CLOSED SESSION – for Council Members – *Council Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson, and Mayor Thorpe [Mayor Pro Tem (District 1) Torres-Walker – Absent]***

#### **PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS** *for Closed Session – None*

#### **CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –**  
Initiation of litigation pursuant to California Government Code section 54956.9(d)(2): One Case.

***Direction provided to City Attorney***

- 2) CONFERENCE WITH REAL PROPERTY NEGOTIATIONS –** pursuant to California Government Code section 54956.8; Property: 800 W. 2nd Street, Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Brad Helfenberger, Acting Assistant City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Chris Burns, Broker/Owner Representative; Under Negotiation: Price and terms of payment.

***Direction provided to Acting Assistant City Manager and City Attorney***

- 3) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –** pursuant to California Government Code section 54956.9(d)(1): Lasopada, Juan and Rebecca Rodriguez v. City of Antioch, et al., United States District Court, Northern District California, San Francisco 3:23-cv-01955-JSC.

***No reportable action***

**6:02 P.M.      MOTIONED TO ADJOURN TO CLOSED SESSION**



7:03 P.M.

**ROLL CALL – REGULAR MEETING** – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – **Council Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson, and Mayor Thorpe [Mayor Pro Tem (District 1) Torres-Walker – Absent]**

**PLEDGE OF ALLEGIANCE**

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

**1. INTRODUCTION OF NEW CITY EMPLOYEES**

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

- PLANNING COMMISSION
- SALES TAX CITIZENS' OVERSIGHT COMMITTEE

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

**CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

**MAYOR'S COMMENTS**

**3. PRESENTATIONS** – *2023 BuildAntioch Design Studio Internship presented by the BuildAntioch Design Team*

*– Mount Diablo Interpretive Association (MDIA)  
presented by Gary Parkhurst, MDIA Campaign Committee*

**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 OCTOBER 24, 2023**

***Approved, 4/0***

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

**B. APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 14, 2023**

***Approved, 4/0***

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

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

**C. APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 28, 2023**

***Continued, 4/0***

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

**D. APPROVAL OF COUNCIL WARRANTS**

***Approved, 4/0***

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

**E. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

***Approved, 4/0***

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

**F. REJECTION OF CLAIM: FINDELL MARIE RAY**

***Rejected, 4/0***

Recommended Action: It is recommended that the City Council reject the claim submitted by Findell Marie Ray.

**G. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (2024-25) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

***SA Reso No. 2023/41 adopted, 4/0***

Recommended Action: It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2024 through June 2025 (ROPS 2024-25).

**H. FIRST AMENDMENT TO CSI METRICS, LLC CONSULTING SERVICES AGREEMENT FOR THE WATER TREATMENT PLANT INFORMATION AND CONTROL SYSTEMS ASSISTANCE (P.W. 246-32)**

***Reso No. 2023/176 adopted, 4/0***

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

- 1) Approve the first amendment to the consulting services agreement with CSI Metrics, LLC for the Water Treatment Plant Information and Control Systems Assistance in the amount of \$82,560 for a total contract amount of \$294,720, and extending the term of the agreement to December 31, 2024; and
- 2) Authorize the Acting City Manager or designee to execute the first amendment to the consulting services agreement in a form approved by the City Attorney.

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

**I. SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH BELLECCI & ASSOCIATES FOR ON-CALL LAND SURVEYING SERVICES (P.W. 700-2)**

***Reso No. 2023/177 adopted, 4/0***

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

- 1) Approve the second amendment to the Consulting Services Agreement with Bellecci & Associates for On-Call Land Surveying Services, which increases the contract by \$25,000 for a total contract amount of \$82,500; and
- 2) Authorize the Acting City Manager or designee to execute the second amendment to the Agreement with Bellecci & Associates, in a form approved by the City Attorney.

**J. FIRST AMENDMENT TO THE DESIGN CONSULTING SERVICES AGREEMENT WITH BELLECCI & ASSOCIATES FOR ON-CALL DESIGN ENGINEERING SERVICES (P.W. 700-1)**

***Reso No. 2023/178 adopted, 4/0***

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

- 1) Approve the first amendment to the Design Consulting Services Agreement with Bellecci & Associates for On-Call Design Engineering Services, which increases the contract by \$46,928 for a total contract amount of \$96,428; and
- 2) Authorize the Acting City Manager or designee to execute the amendment to the Agreement with Bellecci & Associates, in a form approved by the City Attorney.

**K. FIFTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC.**

***Reso No. 2023/179 adopted, 4/0***

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

- 1) Approving the fifth amendment to the Consulting Services Agreement with The Gualco Group, Inc. for continued support related to permitting and funding activities for the Brackish Water Desalination Project in the amount of \$50,000 for a total contract amount of \$342,000 and extending the term of the agreement through December 31, 2024; and
- 2) Authorizing the Acting City Manager or designee to execute the fifth amendment to the Agreement with The Gualco Group, Inc., in a form approved by the City Attorney.

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

**L. APPROVAL OF AWARDS FOR THE SMALL BUSINESS RESOURCES PROVIDERS FOR BUSINESS EXPANSION TRAINING, TECHNICAL ASSISTANCE, AND ENTREPRENEURSHIP TRAINING NOT TO EXCEED \$1,500,000 IN AMERICAN RESCUE PLAN ACT FUNDING**

Recommended Action: It is recommended that the City Council:

***Reso No. 2023/180 adopted, 4/0***

- 1) Adopt a resolution approving an agreement to provide funding support of \$300,000 for Renaissance Entrepreneurship Center to provide orientations, trainings, one to one consulting and pitch events for Antioch small business owners and employees.

***Reso No. 2023/181 adopted, 4/0***

- 2) Adopt a resolution approving an agreement to provide funding support of \$250,000 for Working Solutions to provide outreach, trainings, advising, technical assistance and loan capital for Antioch small business owners and employees.

***Reso No. 2023/182 adopted, 4/0***

- 3) Adopt a resolution approving an agreement to provide funding support of \$171,250 for Alliance for Community Development to provide outreach, direct support, office hours, industry group, and ecosystem mapping.

***Reso No. 2023/183 adopted, 4/0***

- 4) Adopt a resolution approving an agreement to provide funding support of \$171,250 for California State University East Bay Small Business Development Center to provide food entrepreneurship, eCommerce entrepreneurship, startup funding, one on one consulting for Antioch small business owners and employees.

***Reso No. 2023/184 adopted, 4/0***

- 5) Adopt a resolution approving an agreement to provide funding support of \$171,250 for ESO Ventures to provide entrepreneurship training, certification, capital readiness, case management, incubation, community partnerships, workspace and networking events for Antioch small business owners and employees.

***Reso No. 2023/185 adopted, 4/0***

- 6) Adopt a resolution approving an agreement to provide funding support of \$171,250 for Main Street Launch to provide lower to moderate income (LMI) commercial corridor focus, pre-loan technical assistance, one to one loan technical assistance, quarterly workshops and decrease retail leakage for Antioch small business owners and employees.

***Reso No. 2023/186 adopted, 4/0***

- 7) Adopt a resolution approving an agreement to provide funding support of \$100,000 to Arroyo West to provide training, one on one consulting, access to capital, seminars, and webinars for Antioch small business owners and employees.

***Reso No. 2023/187 adopted, 4/0***

- 8) Adopt a resolution approving an agreement to provide funding support of \$100,000 for Pacific Community Ventures to provide business assistance matching services, classroom technical assistance, and advisor cohorts for Antioch small business owners and employees.

***Reso No. 2023/188 adopted, 4/0***

- 9) Adopt a resolution approving an agreement to provide funding support of \$50,000 for Uptima Entrepreneur Collective to provide outreach, training, advising, and access to capital for Antioch small business owners and employees.

**M. RENAMING THE CLASS SPECIFICATION ENTITLED “ACCOUNTING TECHNICIAN II” TO “ACCOUNTING SPECIALIST II”**

***Reso No. 2023/189 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution renaming the “Accounting Technician II” class specification to “Accounting Specialist II”.

***PUBLIC HEARING***

**5. CITY OF ANTIOCH ENVIRONMENTAL JUSTICE ELEMENT**

***Reso No. 2023/190 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt the resolution amending the General Plan to include the Environmental Justice (“EJ”) Element.

**CEQA:** The City Council certified an Environmental Impact Report for the project and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program on January 24, 2023.

## **COUNCIL REGULAR AGENDA**

6. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENT FOR ONE ALTERNATE BOARD MEMBER VACANCY, TWO-YEAR TERM, EXPIRING DECEMBER 2025

***Reso No. 2023/191 adopted appointing Jacquelyn Higgins to the Board of Administrative Appeals for the Alternate Member vacancy, 2-year term, expiring December 2025, 4/0***

Recommended Action: 1) It is recommended that the Mayor nominate the candidate for appointment.

2) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of [name of appointee] to the Board of Administrative Appeals for the Alternate Board Member Vacancy, two-year term, expiring December 2025.

7. RESOLUTION FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD FOR POST-RETIREMENT EMPLOYMENT

***Reso No. 2023/192 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution for an exception to the 180-day wait period for post-retirement employment regarding a Police Dispatcher position with the Police Department.

8. SELECTION OF MAYOR PRO TEMPORE

***Council Nominated and Appointed Mayor Pro Tem Wilson, 4/0***

Recommended Action: It is recommended that the City Council select the mayor pro tempore.

## **PUBLIC COMMENTS**

## **STAFF COMMUNICATIONS**

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

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

***Motioned to adjourn meeting at 9:01 p.m., 4/0***





## INTRODUCTION OF NEW CITY EMPLOYEES

**DATE:** Regular Meeting of December 12, 2023

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director *AEC*

- 
- Acting Public Works Director/City Engineer Scott Buenting would like to introduce:
    - Ricardo Cruz, Public Works Inspector

- 
- Public Safety and Community Resources Director Tasha Johnson would like to introduce:
    - Delia Pedroza, Housing Programs Specialist

- 
- Human Resources Director Ana Cortez would like to introduce:
    - Olga "Karina" Moreno-Coria, Human Resources Technician
-

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on one of the various Boards, Commissions, and Committees. Any interested resident is invited to apply for the following vacancies by the deadline dates listed below:

**By Friday, December 15, 2023**

➤ **PLANNING COMMISSION**

- One (1) Vacancy, expiring October 2027

**By Friday, January 12, 2024**

➤ **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

- One (1) Vacancy, expiring March 2024
- One (1) Vacancy, expiring March 2026

To be considered for the vacancy position(s) listed above, please fill out and sign the "Community Service Application" form available online on the City's website at: <https://bit.ly/COA-BC23>. Printed applications are also available at Antioch City Hall, 200 H Street, Antioch, CA.

Please return the completed application by the deadline date listed above, by email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov). You can also drop off the application (Attn: City Clerk), in the water billing drop-off box outside Antioch City Hall.



***Your interest and desire to serve our community can make a difference.***

**#2**



The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Planning Commission review and make recommendations to the City Council on the physical development of the City: all provisions of the General Plan, land use, and zoning as specified by the Zoning Code, and as set forth in the State Government Code and the California Environmental Quality Act (CEQA). The Commission also reviews site plans, architectural design, signs, or other exterior design features of new and remodeled buildings.

**Commission Seats:**

- Seven (7) Commission Members, 4-year terms.

**Meetings:**

- Held every first and third Wednesday of every month at 6:30 p.m. in the City Council Chambers; or on other dates as needed.

**Requirements:**

- Must be a resident of the City of Antioch.
- Members are subject to The Brown Act open meeting law.
- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.



To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.

\*Required field

**Deadline Date: By 5:00 p.m., December 15, 2023**

APPLICANT INFORMATION			<input type="checkbox"/> Youth 14-17				
*Full Name:	Main Phone: (   )	Alternate Phone: (   )					
*Residence Address: <b>Antioch, CA</b>	E-mail Address:						
Employer/School:	Occupation:	Resident since:					
*PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)							
*Full Name:	Main Phone: (   )	Alternate Phone: (   )					
*Residence Address: <b>Antioch, CA</b>	E-mail Address:						
*QUESTIONNAIRE							
<p>Please answer the questions below on a <u>separate sheet(s)</u> and attach. Applications without these questions answered will <u>not</u> be considered. Please attach your resume (<i>recommended to enhance your application</i>).</p> <ol style="list-style-type: none"> <li>List (3) main reasons for your motivation to join the Planning Commission.</li> <li>What skills or experience do you have that will serve the Planning Commission?</li> <li>What do you think is the single most important skill for a Planning Commissioner?</li> <li>Do you have any particular areas of interest with respect to Planning?</li> <li>Please add any other information/comments that would be helpful in reviewing your application.</li> </ol>							
*ACKNOWLEDGEMENTS							
<p><b>My signature below indicates my understanding and acknowledgement that:</b></p> <p><input type="checkbox"/> *This completed application is available for public review (<i>youth applications are exempt</i>).</p> <p><input type="checkbox"/> *I have read and agree to the requirements listed on the Vacancy Announcement.</p> <p><input type="checkbox"/> *To the best of my ability, I will attend the Planning Commission regular meetings: <b>Every 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of the month at 6:30 p.m.</b></p>							
<p><b><u>Please return completed application by:</u></b></p> <ul style="list-style-type: none"> <li>• Mail to: Office of the City Clerk P.O. Box 5007, Antioch CA 94531</li> <li>• In Person: Antioch City Hall-Clerk's Office 200 H Street, 3<sup>rd</sup> Floor</li> <li>• Email to: <a href="mailto:cityclerk@antiochca.gov">cityclerk@antiochca.gov</a></li> </ul>		<table border="1"> <tr> <td>_____ *Applicant Signature</td> <td>_____ *Date</td> </tr> <tr> <td>_____ *Parent/Guardian Signature (An original, signed application with parent/ guardian signature is required, if a minor)</td> <td>_____ *Date</td> </tr> </table>		_____ *Applicant Signature	_____ *Date	_____ *Parent/Guardian Signature (An original, signed application with parent/ guardian signature is required, if a minor)	_____ *Date
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The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of maintaining Antioch's fiscal stability, police patrols, 911 emergency response, youth violence prevention programs; ensuring water quality/safety; repairing streets; cleaning up parks/illegal dumping; restoring youth afterschool/summer programs; and other essential services. Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.

**Committee Seats:**

- Seven (7) Members, 4-year terms.

**Meetings:**

- The Committee shall meet at least twice a year.

**Requirements:**

- Must be a resident of the City of Antioch.
- At least one member of the Committee shall have a financial, accounting or auditing background.
- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.



To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



# Community Service Application for: **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

**One (1) Vacancy, expiring March 2024**

**One (1) Vacancy, expiring March 2026**

**Deadline Date: by 5:00 p.m., January 12, 2024**

\*Required field

## APPLICANT INFORMATION ☐ Youth 14-17

*Full Name:	Main Phone: (   )	Alternate Phone: (   )
*Residence Address: <b>Antioch, CA</b>	E-mail Address:	
Employer/School:	Occupation:	Resident since:

## \*PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)

*Full Name:	Main Phone: (   )	Alternate Phone: (   )
*Residence Address: <b>Antioch, CA</b>	E-mail Address:	

## \*QUESTIONNAIRE

**Please answer the questions below on a separate sheet(s) and attach. Applications without these questions answered will not be considered. Please attach your resume (*recommended to enhance your application*).**

1. List (3) main reasons for your motivation to join the Sales Tax Citizens' Oversight Committee.
2. Do you have a financial or accounting background? If so, please provide details.
3. What skills/experience do you have that would be helpful in serving on this Committee?
4. Please add any other information/comments that would be helpful in reviewing your application.

## \*ACKNOWLEDGEMENTS

**My signature below indicates my understanding and acknowledgement that:**

- ☐ \*This completed application is available for public review (*youth applications are exempt*).
- ☐ \*I have read and agree to the requirements listed on the Vacancy Announcement.
- ☐ \*To the best of my ability, I will attend the Sales Tax Citizens' Oversight Committee regular meetings which meet **at least 2 times annually**.

**Please return completed application by:**

- Mail to: Office of the City Clerk  
P.O. Box 5007, Antioch CA 94531
- In Person: Antioch City Hall-Clerk's Office  
200 H Street, 3<sup>rd</sup> Floor
- Email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov)

\_\_\_\_\_  
\*Applicant Signature


\_\_\_\_\_  
\*Date

\_\_\_\_\_  
\*Parent/Guardian Signature

\_\_\_\_\_  
\*Date

*(An original, signed application with parent/guardian signature is required, if a minor)*



An aerial photograph of a landscape featuring a prominent winding river that flows from the top left towards the bottom right. The surrounding terrain is a patchwork of green fields, some of which are divided into smaller plots. In the lower right corner, there is a more developed area with buildings and infrastructure. The sky is a clear, pale blue.

# Welcome to the 2023 BuildAntioch Design Studio Internship

AFSF/BuildAntioch  
Design Studio Internship  
Antioch City Council Meeting  
December 12<sup>th</sup>, 2023



# The 2023 BuildAntioch Design Team

Naomi Lynette Bishton  
Adriana Davila-Bonilla  
Lilyana Castro  
Donnia Dotson  
Malaiya Eames  
Kimberly Figueroa  
Daishane Nicole Gates

Lesly Gonzalez  
Earl Hudson  
Chitu Chuwkuka Onyeador  
Noah Martin  
Joshua Charles Tyler Richardson  
Jesus Saucedo  
Christian Wise

Trish Callo, Studio Instructor  
AFSF/Architectural Foundation of San Francisco

AFSF/BuildAntioch  
Design Studio Internship  
Antioch City Council Meeting  
December 12, 2023

# The 2023 Project

## *Gen Z Designers as Disruptors: Making Spaces for Gen Z Creatives & Gen Z Culture*

AFSF/BuildAntioch  
Design Studio Internship  
Antioch City Council Meeting  
December 12, 2023

Project Process

*Highly Collaborative Studio Environment*

*Convening  
Diverse Voices  
Diverse Experience  
&  
Diverse Skills*

*Design Iteration in a Charrette Mode*

Project Process

*Research*

*Project Program Development*

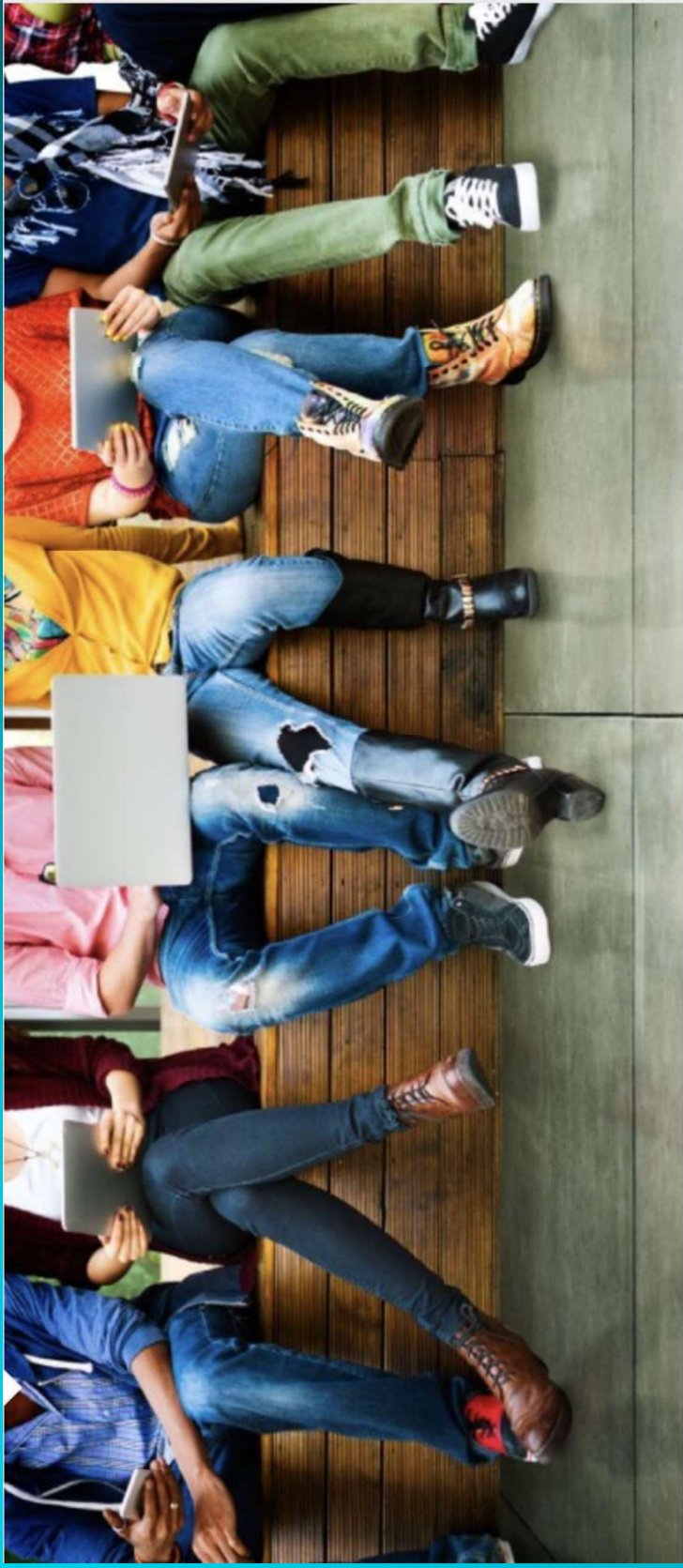
*Schematic Design*

Project Program

# *Who Is Gen Z?*



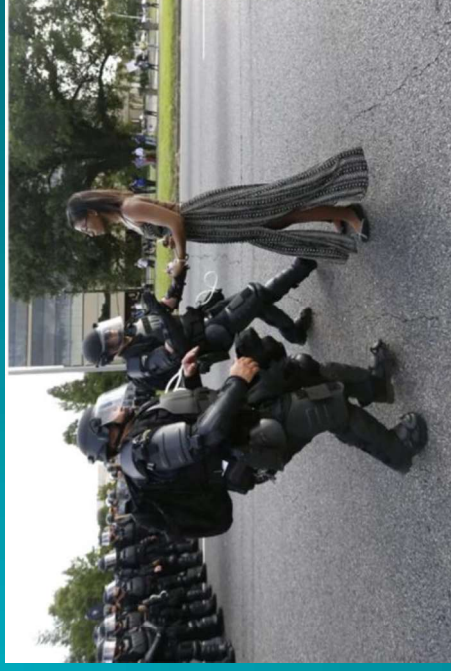
# Project Program



*...we are Digital Natives...*

# Project Program

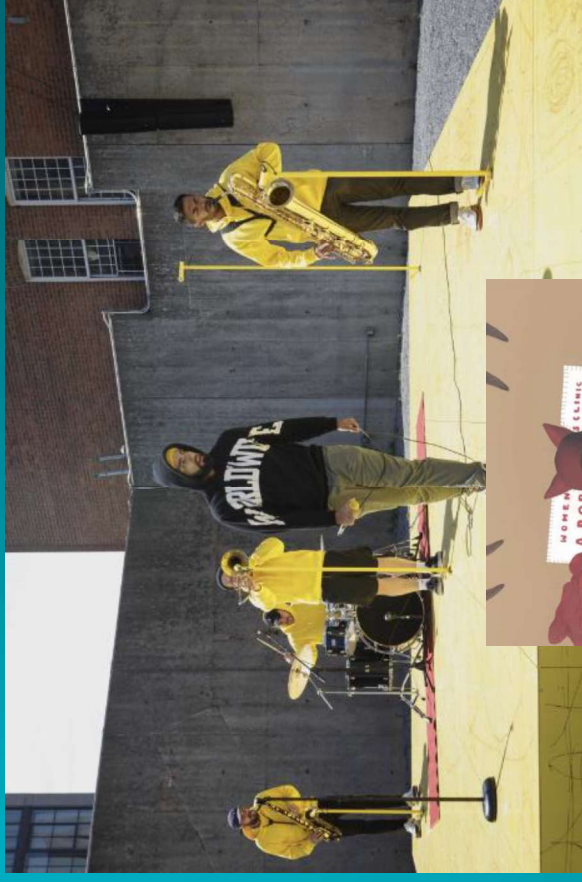
*...but we understand the  
strength & power of going  
Analog...*





# Project Program

*...we create art  
that reflects who  
we are...*



# Project Program



*...we're not afraid to  
borrow from history...*

# Project Program



*...and totally  
make it our own...*



# Project Program

## Creating A Gen Z Space

We're active and engaged and want a **space to socialize...**



... a place where **we can meet up, hang out, and chill...**



AFSF/BuildAntioch  
Design Studio Internship  
Antioch City Council Meeting  
December 12, 2023



# Project Program

## Creating A Gen Z Space

We are intensely social but we want a **Safe Space**...



... a place of **no judgement or discrimination** where people can express themselves and is a place **accessible to everyone.**

AFSF/BuildAntioch  
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# Project Program

## Creating A Gen Z Space

...we are entrepreneurial and challenge the status quo...



...we want a place to **work,**  
**create, and collaborate.**

## Project Program

### Creating A Gen Z Space

...we are global digital citizens  
connected to our local  
communities and ...



...we want a **space to create  
community and be change-  
makers...**



An aerial photograph of a coastal city. On the left, a large body of water (likely a bay or harbor) is visible, with some smaller islands or peninsulas. The city itself is densely packed with buildings, roads, and infrastructure. A prominent highway or bridge runs horizontally across the middle of the image. The overall scene is a mix of urban development and natural coastal features.

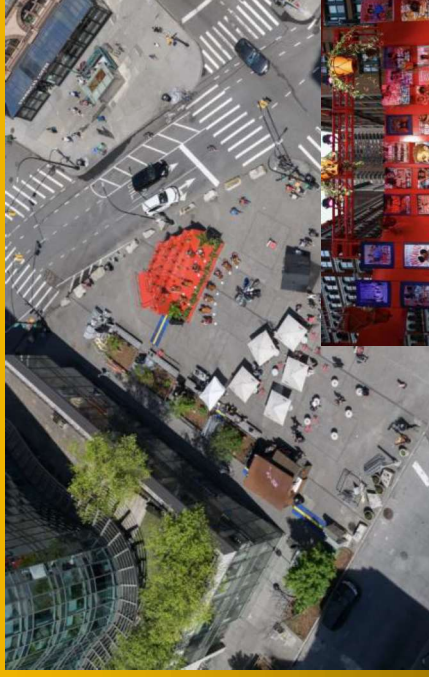
# Site Analysis & Site Selection

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December 12, 2023



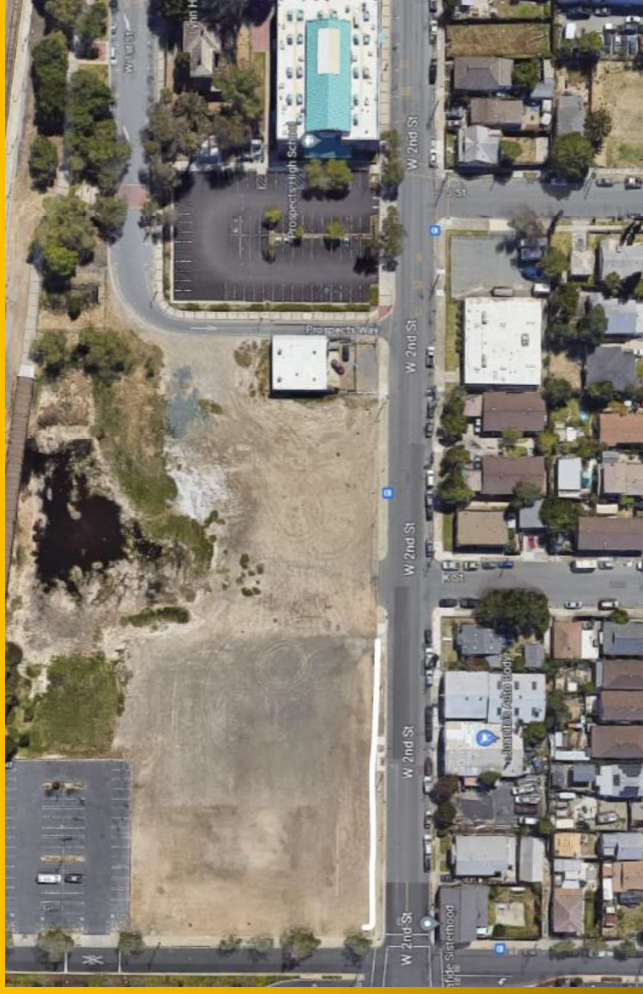
# Site Analysis & Site Selection

Unused spaces in downtown areas can be “reactivated” as Gen Z spaces



Red Stage, 2021  
8th St & Astor Place, NYC  
Rashid Johnson, Artist/Designer

*using an unused space at the intersection of streets to create a performance space*



**Open/Unused Lot  
W. 2nd St  
Antioch, CA**

AFSF/BuildAntioch  
Design Studio Internship  
Antioch City Council Meeting  
December 12, 2023

# Schematic Design

## Design Concepts

**“Rigid Space = Rigid Thinking”**

**Fluid Space = Fluid Thinking & Creativity”**

**a place that feels cool**

**a place that’s dynamic**

**a place we can shape & define**

**a place of community & connecting**

**a place of play**

**a place of collaboration**

**sculptural**

**non-traditional**

**unpredictable**

**flexible**



# Schematic Design

## 2 Architectural Typologies

### *Typology 1: A Place of Play*

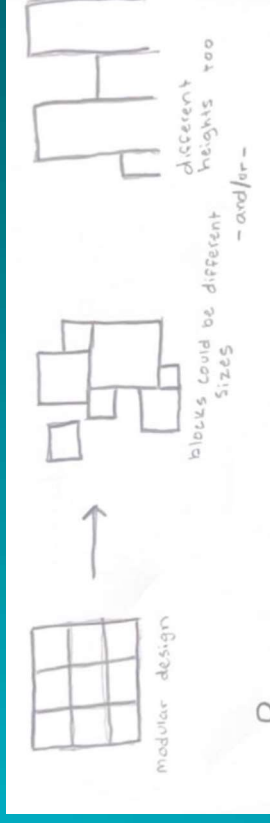
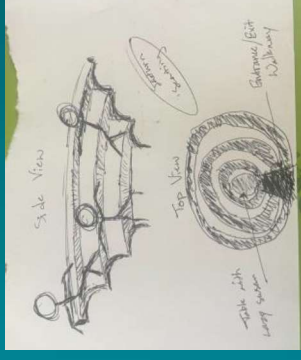
### *Typology 2: Place of Collaboration*

# Typology 1: Place of Play

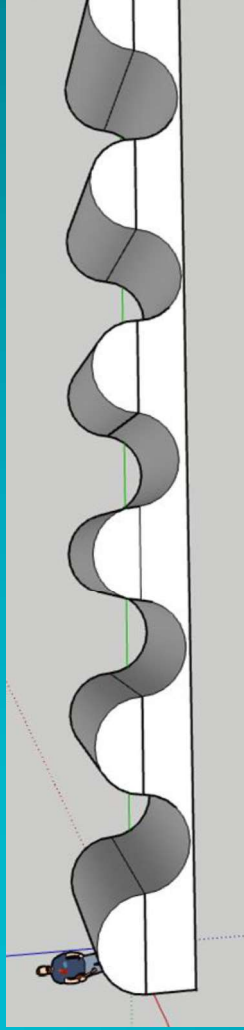
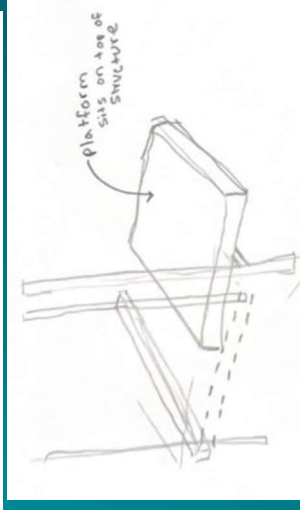
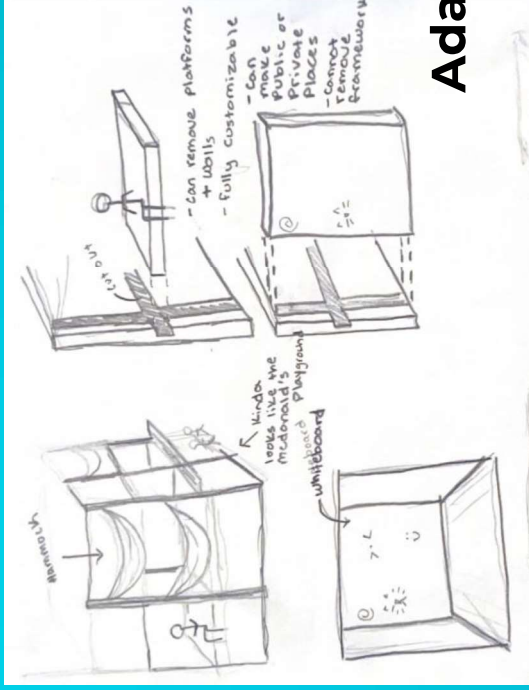


# Typology 1: A Place of Play

**Customizable  
Modular  
Minimal Structure**

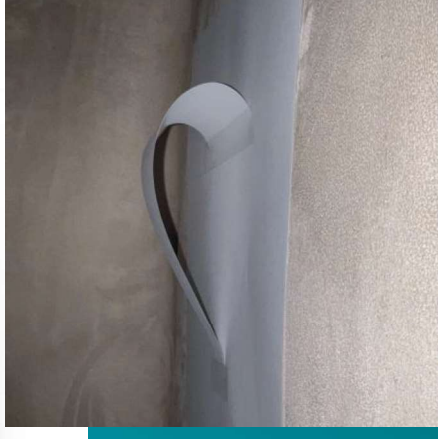
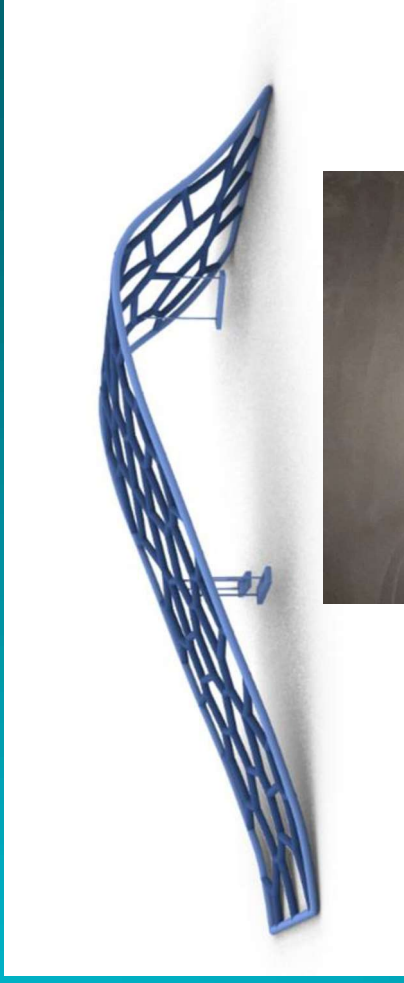
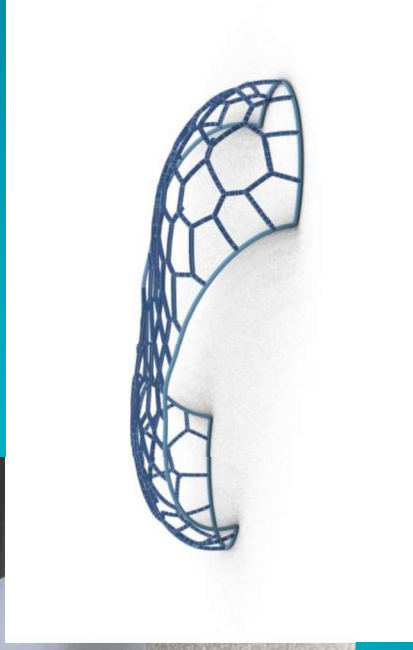
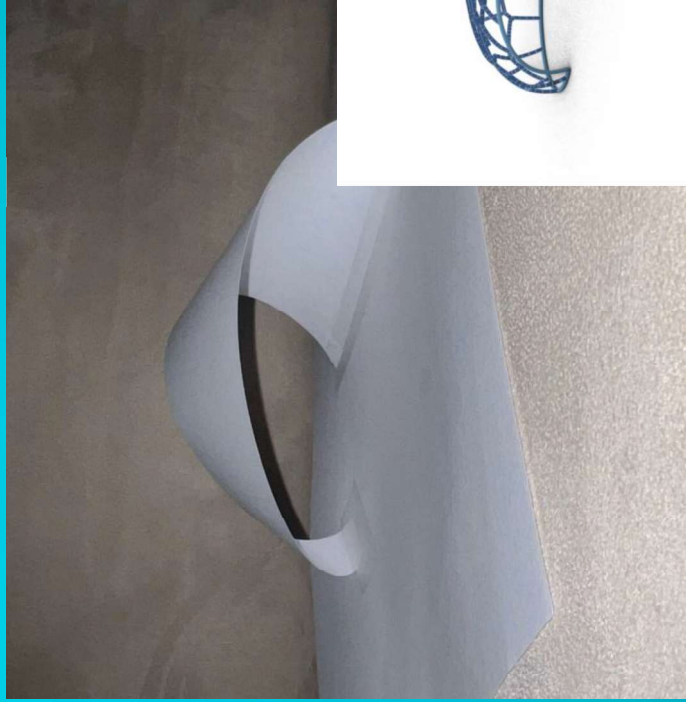


**Adaptable  
Welcoming  
Playful**



# Typology 1: A Place of Play

## *Schematic Design*



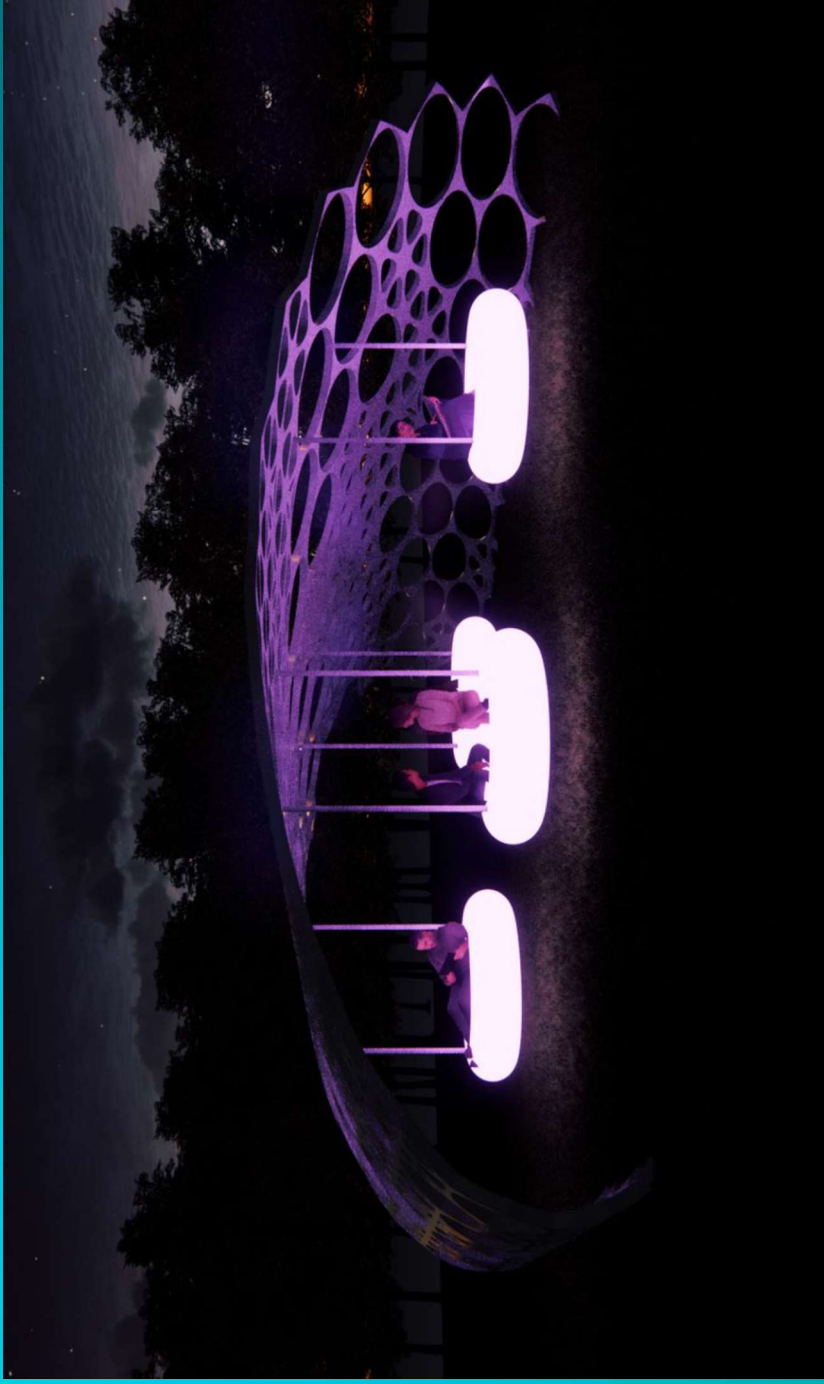


# Typology 1: A Place of Play



*Glow Pavilion*

# Typology 1: A Place of Play



*Glow Pavilion: night time*



# Typology 2: Place of Collaboration & Connection



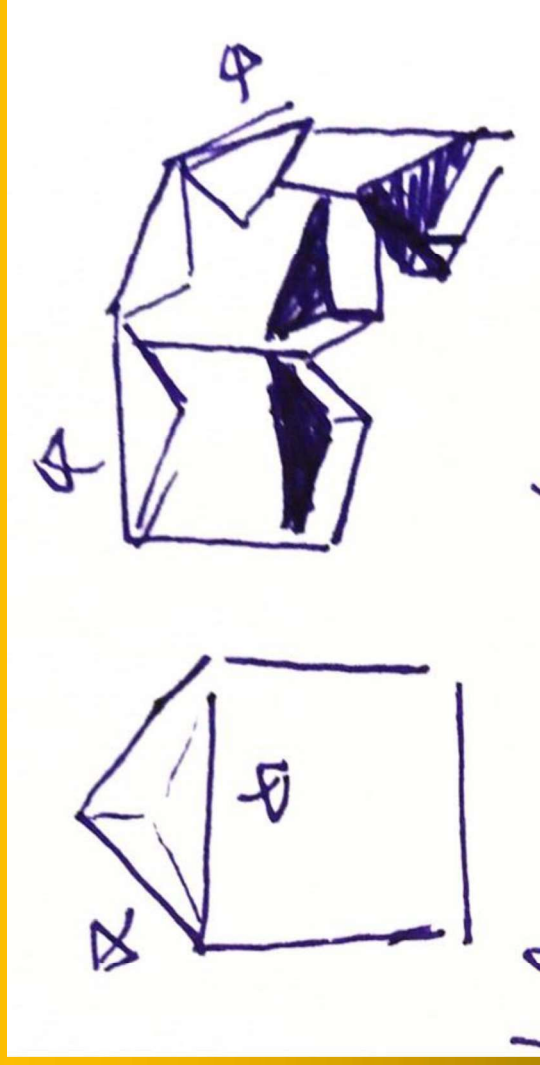
## Typology 2: A Place of Collaboration

# Adaptable Space = Collaborative Space

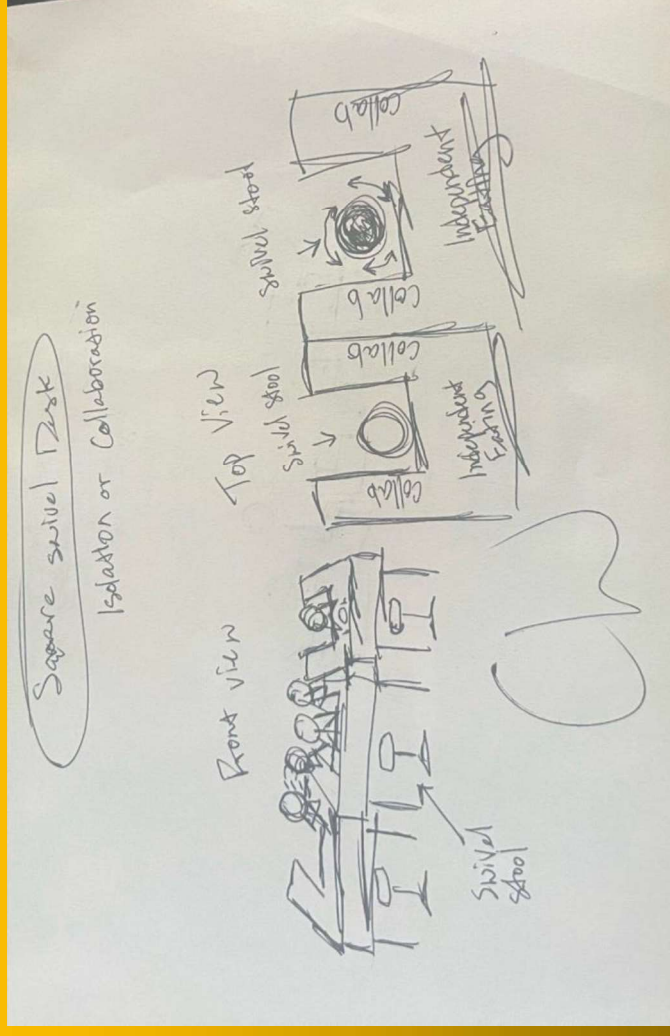


## Typology 2: A Place of Collaboration

**COMPACT**  
a design that will not  
have to be stored  
because it folds up



## Typology 2: A Place of Collaboration



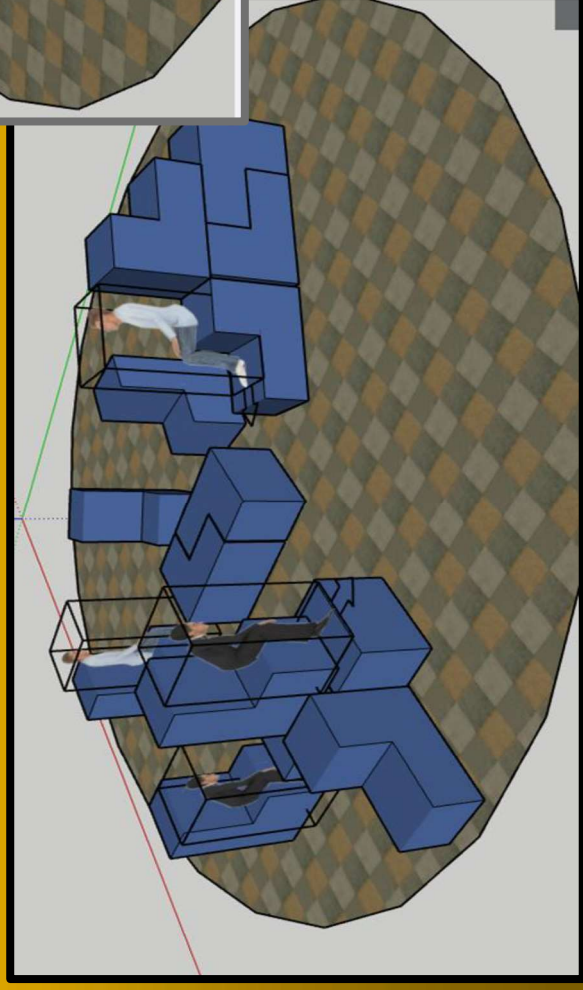
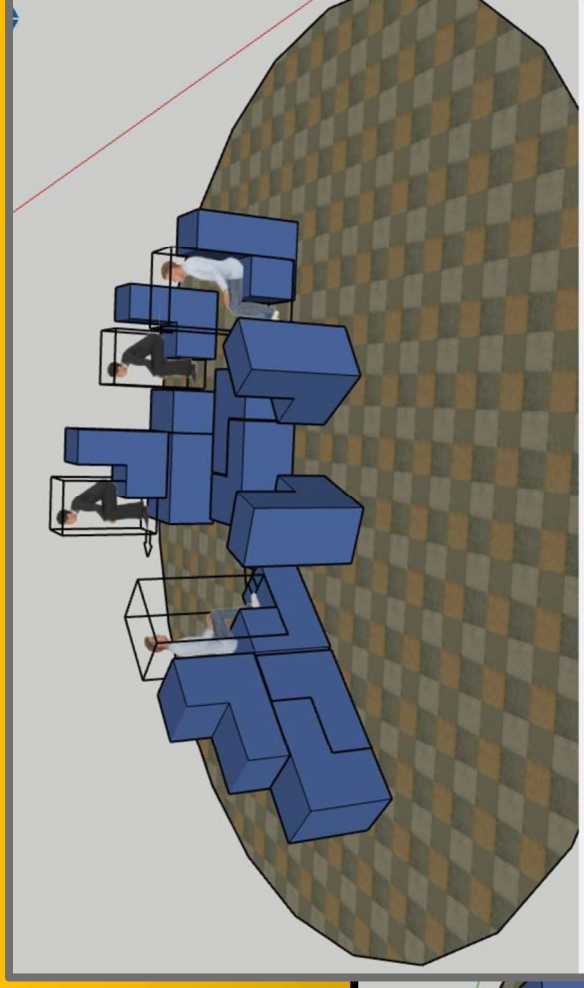
**FLEXIBLE**  
allows for both  
small and large  
group collaboration



# Typology 2: A Place of Collaboration

## *Tetris Seating*

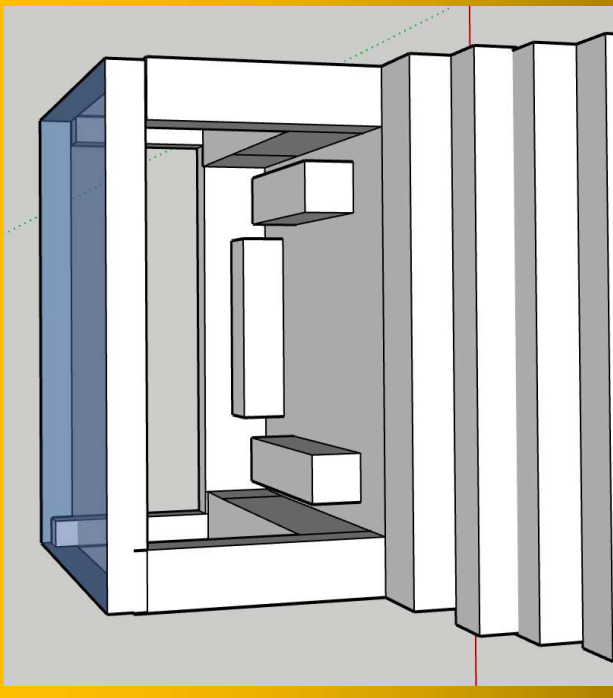
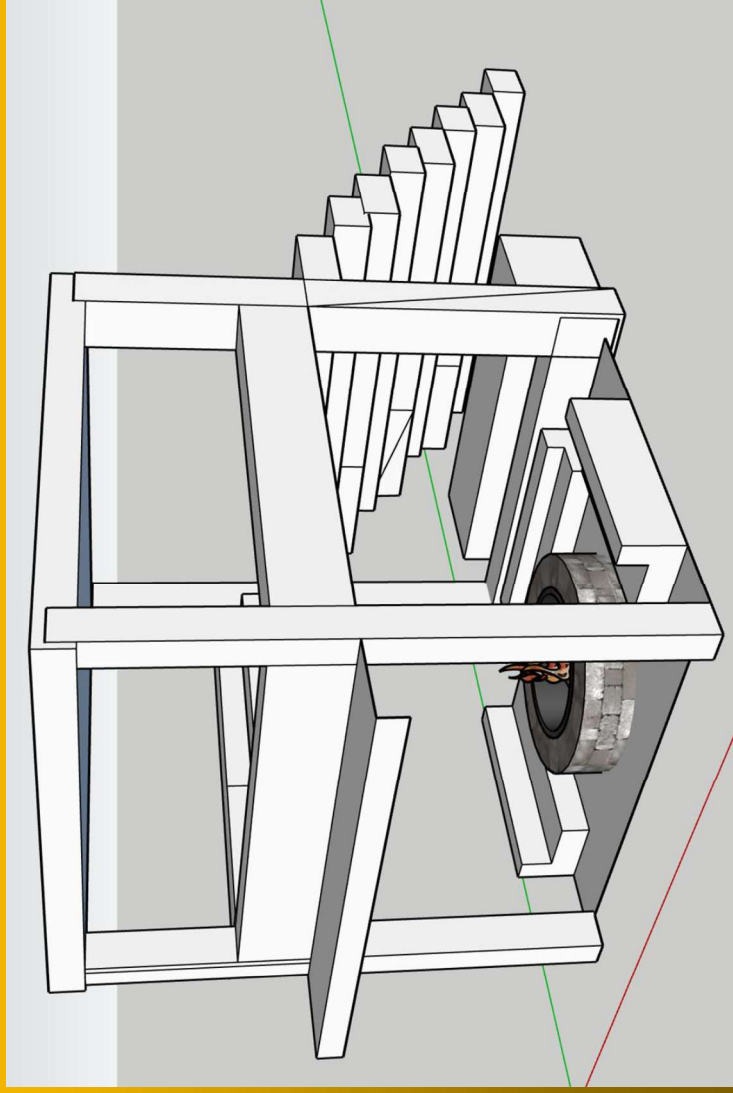
*A Place to Meet, Work, Think, and Create*



# Typology 2: Place of Collaboration

## *Pop-Up Dining*

*A Communal Place to Meet, Cook, and Break Bread*





# Thank You!

Lamar Thorpe, Mayor, City of Antioch  
Tamisha Torres-Walker, Mayor Pro Tem, District 1

Michael Barbanica, Council Member, District 2  
Lori Ogorchock, Council Member, District 3  
Monica E. Wilson, Council Member, District 4

Tasha Johnson, Director, Dept of Public Safety & Resources  
Monserrat Cabral, Manager, Youth Services Network  
Maelvy Saucedo-Hinke, Programs Coordinator, Youth Services Programs

# Thank You!

## **AFSF/Architectural Foundation of San Francisco**

Alan Sandler, Executive Director  
Fred Werner, Lead Instructor

## **Career & College Pathways Panelists**

Amanda Nicole Bridges, Siol Studios; UC Berkeley  
Margaux Schindler, SIZL Studio; CCA/California College of Art  
Glen Katz, Stanford University

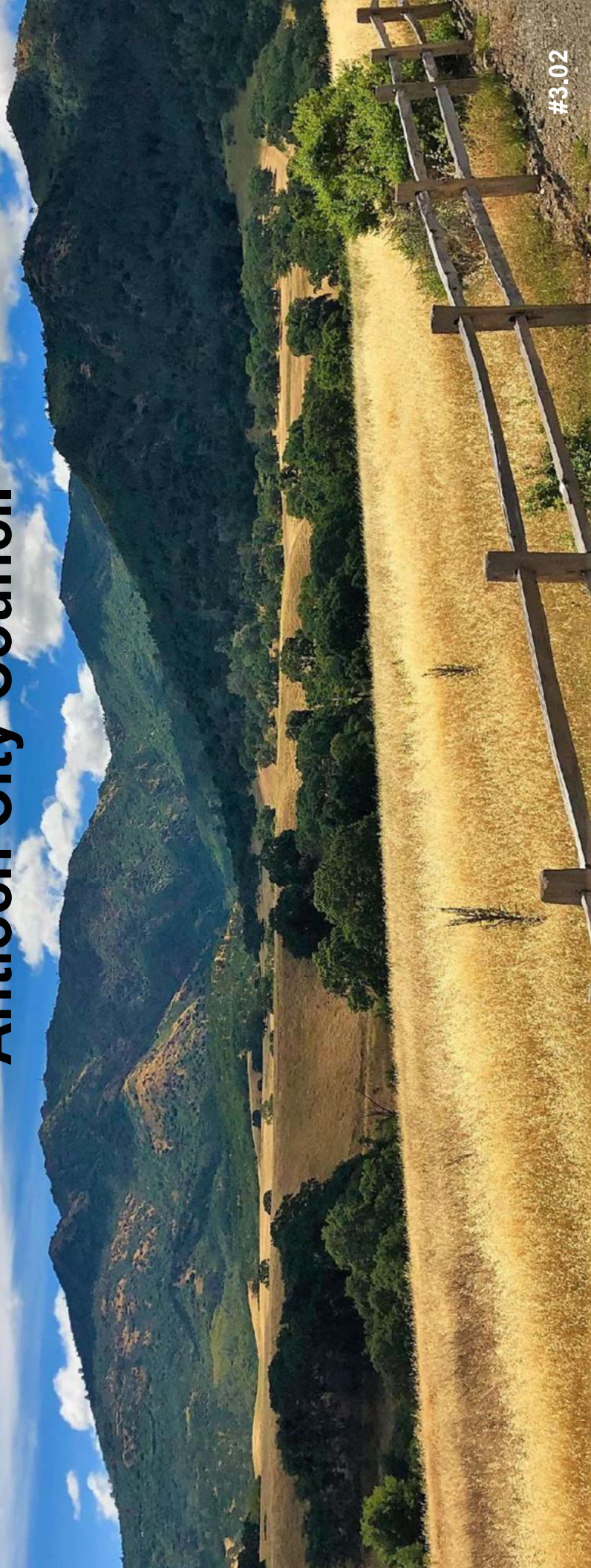
## **Mentors**

Dinesh Perera, FORMATdk  
Divyah Omprakash, SCB  
Nhi Huynh, Smith Group  
Heera Basi, Feldman Architecture  
Daniel Sosa Navarro, Relativity Architects  
Jason DeMarco, POLYLINE Architecture + Urban Design  
Jax Angela, VOXSA Consulting  
Lidia Birkova, sparkSTUDIO  
Fernanda Azevedo, StudioPCH

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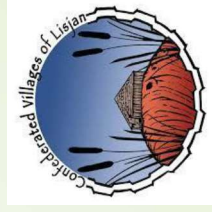
**Mount Diablo Interpretive Association (MDIA)  
Mitchell Canyon Educational Center  
Presented to  
Antioch City Council**



#3.02



*We will always remember and acknowledge that Mount Diablo is the ancestral home, since time immemorial, of the Wilton Rancheria, Bay Miwok, Confederated Villages of Lisjan, Northern Valley Yokut, and Muwekma people.*







- MDIA is a 501c3 organized as a “Cooperating Agency” to exclusively support Mount Diablo State Park.
- We are an all-volunteer organization founded in 1974.
- On November 7, 2020, the MDIA Board approved a goal to determine the feasibility of building a new visitor center at Mitchell Canyon.



## MITCHELL CANYON IS A VERY POPULAR PLACE FOR VISITORS

- “Looking at a twelve month stretch that does not include pandemic times, the total visitors estimated for Mitchell Canyon ranged between 34,000 and 35,000”

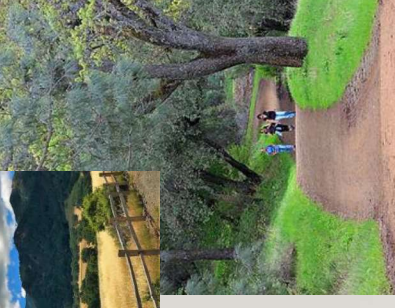




## Park visitors come for .....

---

- Hikes...to the Summit, or Eagle Peak, or The Waterfalls
- Mountain biking, trail runs
- Family hikes up Mitchell Canyon
- Wildflower and butterfly hikes
- Tarantula hikes
- Picnicking . . . . . And more



*This is a destination for the entire Bay Area!*

# OUR CURRENT VISITOR CENTER.....

A temporary trailer (10x40=400 square feet )

Constructed and dedicated in 2004, it is now 19 years old!

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# WHAT ARE WE MISSING AT MITCHELL CANYON?

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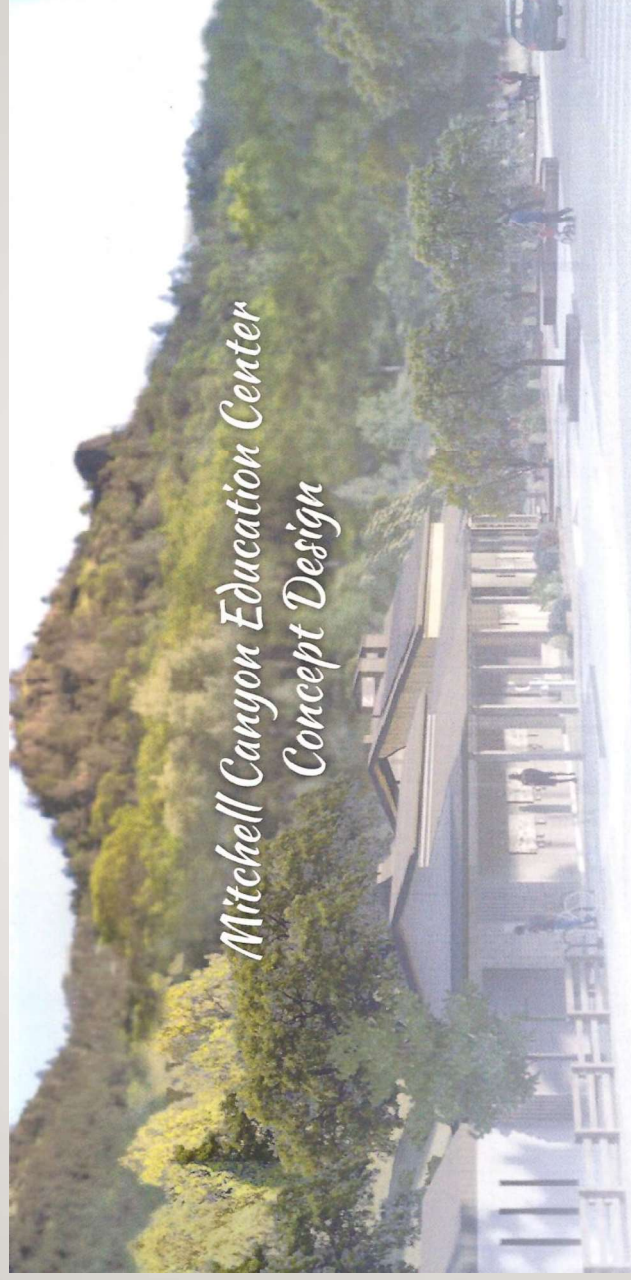
- A **larger indoor space** for stationary and rotating exhibits that meets disability guidelines and speaks to the diverse nature of our visitors and will accommodate field trip classes
- A visual and physical connection leading to the **Native Plant Garden**
- A **large, covered outdoor space** to house exhibits with benches, maps of popular hikes from Mitchell Canyon that can educate visitors even when the visitor center is closed, and serve field trip classes
- A **multi-media/ small meeting room**





# OUR VISION FOR A NEW EDUCATIONAL CENTER

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# THE PROPOSED NEW MITCHELL CANYON EDUCATIONAL CENTER

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Vision for the New Center.





# AN INDOOR AND OUTDOOR EDUCATION, NATURAL HISTORY, AND ENVIRONMENTAL SCIENCE FACILITY

---



THE INTERIOR IS  
1,500 SF AND  
ALLOWS ROOM  
FOR EXPANDED  
EXHIBITS AND  
AUDIO VISUAL

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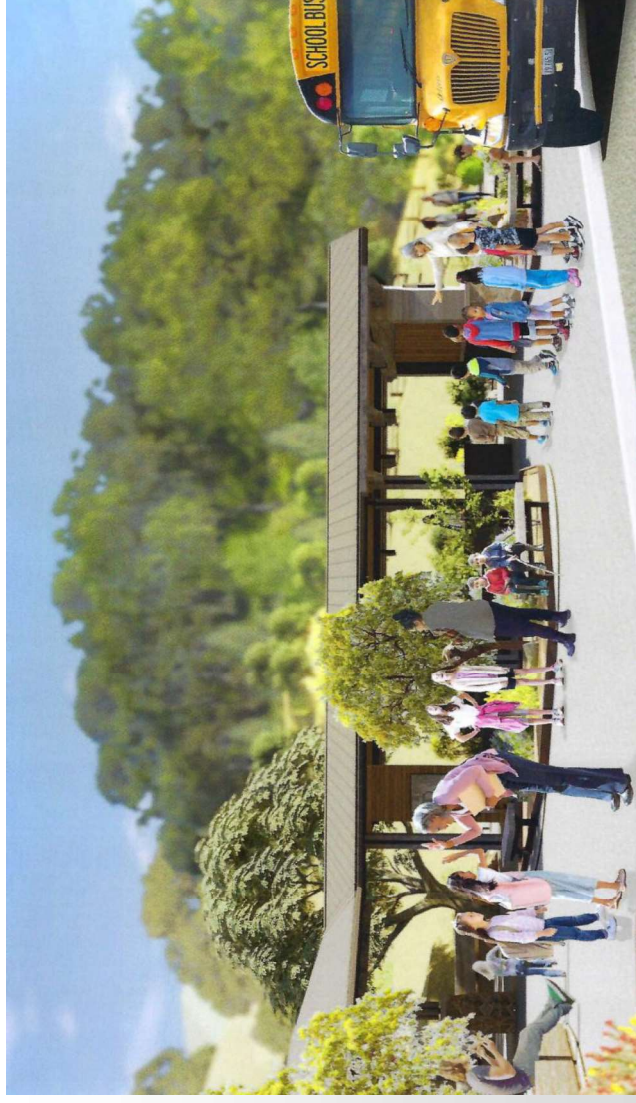
WE WILL ALSO  
HAVE A LARGE  
OUTDOOR  
EXHIBIT AREA,  
OPEN EVEN  
WHEN THE  
EDUCATION  
CENTER IS  
CLOSED

---



**THE NEW DESIGN  
FEATURES  
ADDITIONAL  
PARKING AND  
SCHOOL BUS  
ACCESS.  
WE WILL BE ABLE  
TO WELCOME  
FIELD TRIPS!**

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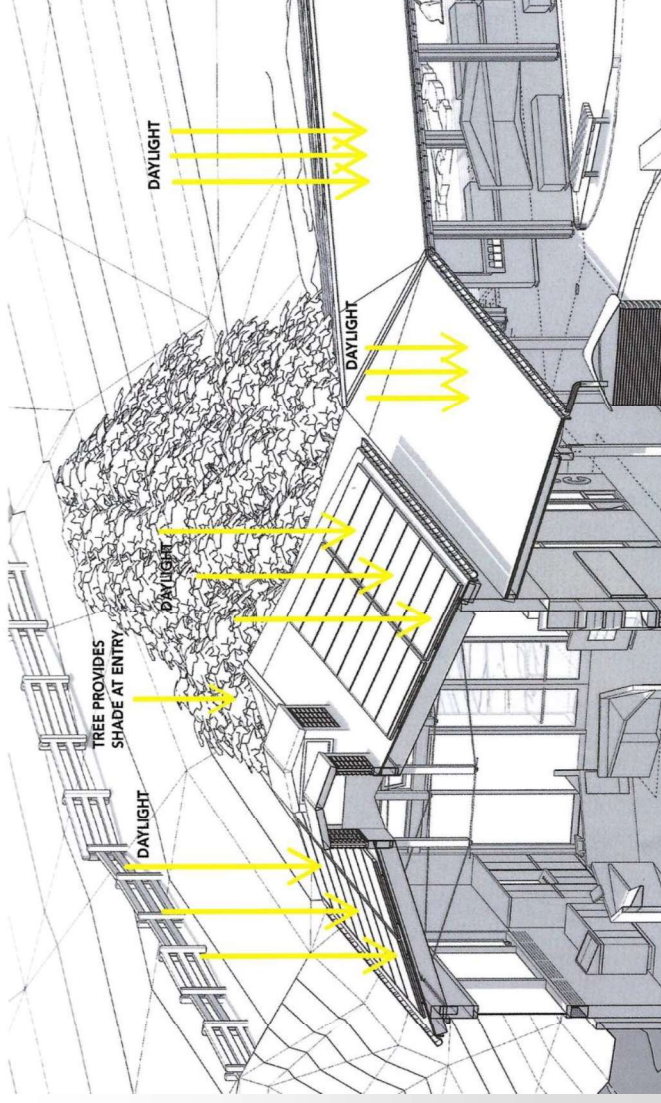
THE EXISTING  
NATIVE PLANT  
GARDEN WOULD  
BECOME A  
FEATURE OF THE  
NEW DESIGN.

---



THE CENTER HAS  
BEEN DESIGNED  
TO TAKE  
ADVANTAGE OF  
NATURAL LIGHT  
AND NATURAL  
AIRFLOW TO  
MAXIMIZE  
COMFORT

---





**THERE YOU  
HAVE IT!**

---

**THE NEW  
MITCHELL  
CANYON  
EDUCATION  
CENTER!!**

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## HOW CAN THE ANTIOCH CITY COUNCIL HELP US MAKE THIS VISION A REALITY?

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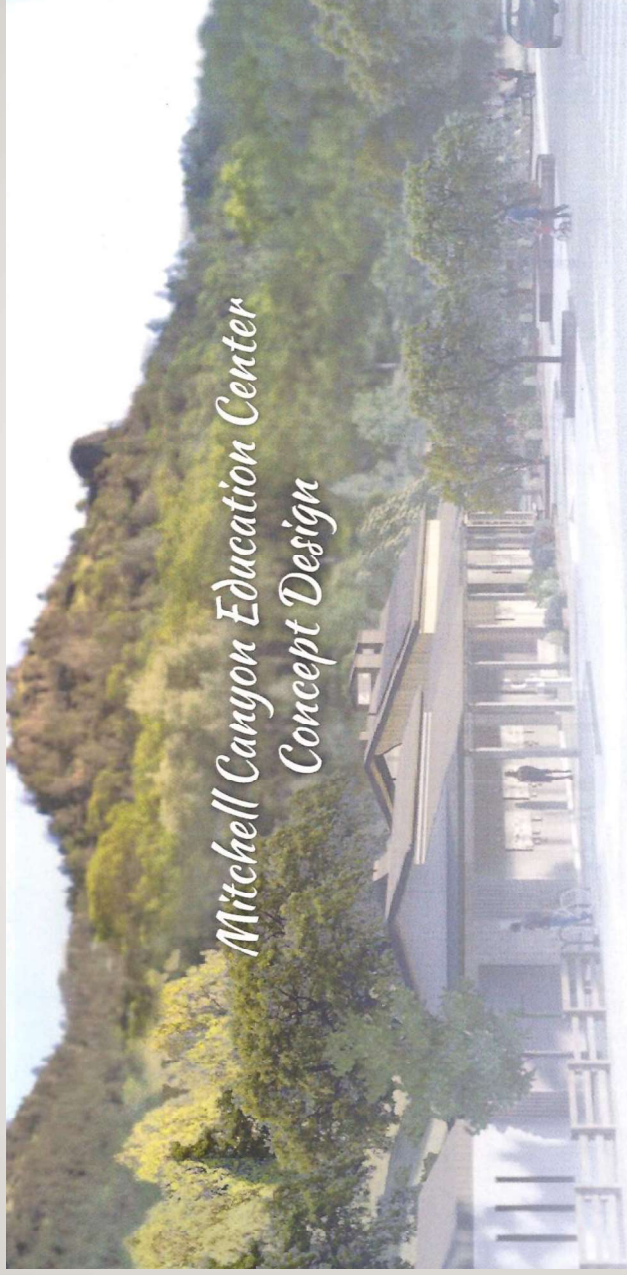
- Provide MDIA with a city endorsement.
- Help us spread the word & share our story with your community.
- Share names of individuals/companies you feel might connect with our campaign.
- If our projects resonates with you:
  - Join our mailing list via [www.MDIA.org](http://www.MDIA.org).
  - If you would like to contribute, also via [www.MDIA.org](http://www.MDIA.org).

**GOAL IS TO RAISE \$6 MILLION**



# THANK YOU!

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## CITY COUNCIL MEETING

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

**October 24, 2023**  
**Council Chambers**

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

Mayor Thorpe called the meeting to order at 7:01 P.M., in memory of Louise Giersch, Antioch's first female Mayor. Councilmember Ogorchock read her biography. Acting City Clerk Rosales called the roll.

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

### **PLEDGE OF ALLEGIANCE**

Mayor Thorpe led the Pledge of Allegiance.

### **1. PROCLAMATIONS**

*Filipino American History Month, October 2023*

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the proclamation.

Councilmember Wilson recognized Angelo Quinto and his family.

Florivic Paniagua, Robert Collins and Bella Quinto Collins accepted the *Filipino American History Month* proclamation and thanked the City Council for the recognition.

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

Acting Assistant City Manager Helfenberger announced the following civic and community events:

- 4<sup>th</sup> Annual Fall-O-Ween – October 26 – 27, 2023
- Trunk or Treat & Car Show – October 28, 2023
- Dia De Los Muertos – November 1, 2023,
- Veteran's Day Celebration – November 11, 2023

Representatives from the Antioch Council of Teens (ACT) announced the following civic and community events:

- ACT Meetings – 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of the month
- Coat Drive – thru November 6, 2023
- Trunk or Treat – October 28, 2023



Frank Sterling announced the 2<sup>nd</sup> Annual Memorial Walk in honor of Timothy Charles Lee would be held at 3:00 P.M. on November 2, 2023.

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

Acting City Clerk Rosales announced the following Board and Commission openings.

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

For more information and to apply, visit the City's website. Applications were also available in the lobby of City Hall.

### **PUBLIC COMMENTS**

Rosalba Zendejas discussed incidents her sons were involved in with the Antioch Police Department (APD).

Dominique King, Moms Demand Action, provided contact information for anyone wishing to participate in their organization.

Erika Raulston expressed concern regarding illegal activities occurring in her neighborhood and delayed police response. She requested traffic calming measures for her neighborhood.

Leslie May expressed concern regarding illegal activities occurring in her neighborhood and lack of police response. She urged the Council to address public safety and hire outside agencies to assist the APD. She announced that she was prepared to file a lawsuit against the City for a violation of her civil rights. She discussed a recent officer involved shooting.

Frank Sterling and Francisco Torres suggested Council adopt an APD body cam video policy and asked that footage of a recent officer involved shooting be released. They also suggested the City invest APD salary savings in other public safety needs.

Patricia Granados expressed concern for officers collecting pensions when placed on paid administrative leave. She suggested those funds be returned to the City and reallocated toward youth services.

Julia Emego Kwue discussed a recent investigation into police misconduct and spoke in support of defunding APD to fund other community needs. She suggested lowering speed limits throughout Antioch. She requested the City address homelessness, fund home-schooled children and remove security from AUSD.

Devin Williams discussed a recent officer involved shooting and supported restructuring policing.

Gavin Payton, NAACP Youth, discussed gun violence and led the community in prayer.

## **CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Ogorchock reported on her attendance at the Girls Empowerment Project event.

Councilmember Wilson reported on her attendance at the APTA Transit Conference and a Delta Diablo meeting. She explained Delta Diablo offered free household hazardous waste disposal service for local residents. She announced that Tri Delta would be meeting on October 25, 2023.

Councilmember Torres-Walker reported on her attendance at the Human Rights and Racial Equity Ad Hoc Committee with Councilmember Ogorchock and announced the Cannabis Standing Committee would be meeting on October 27, 2023. She thanked Gavin Payton for leading the community in prayer. She reported that she had reflected on the loss of her brother. Speaking to a community member whose son passed away in 2022, at Williamson Ranch Park, she stated most had not forgotten her and it was unfortunate that there had not been resolution. She reported on a healing event she attended and spoke in support of humanizing those in the community that needed help. She supported freeing Palestine, condemning all terrorist actions, and called for a cease fire. She discussed finding ways locally to bring communities together.

## **MAYOR'S COMMENTS**

Mayor Thorpe announced he would be attending a Tri Delta meeting on October 25, 2023, and reported on his attendance at the APTA Transit Conference, Contra Costa Transportation Authority, TRANSPLAN, Sutter Delta Ribbon-cutting for their cardiovascular laboratory and the Los Medanos College Investiture ceremony. He announced he would be hosting a Unity and Healing Service that would be held on November 30, 2023, at the Antioch Community Center. He noted that he would be recognizing individuals who served the City with keys to the City.

## **4. CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 12, 2023**
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 26, 2023**
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 10, 2023**
- D. APPROVAL OF COUNCIL WARRANTS**
- E. APPROVAL OF TREASURER'S REPORT FOR AUGUST 2023**
- F. REJECTION OF CLAIMS: JOSH FERRER, DONALD LA VANCE, AND VINCENT JONES**
- G. RESOLUTION NO. 2023/154 POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM (CAD/RMS) SERVER HARDWARE**

**H. RESOLUTION NO. 2023/155 CONSULTING SERVICES AGREEMENT WITH KOSMOS GEOSPATIAL, LLC FOR GIS APPLICATION DEVELOPMENT**

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

**PUBLIC HEARING**

**5. EAST 18TH STREET – EAST WAREHOUSE PROJECT**

Acting Director of Community Development Scudero introduced Contract Planner Valente who presented the staff report dated October 24, 2023. The Planning Commission recommended that the City Council take the following actions: 1) Adopt the resolution approving the 18th Street East Warehouse Project Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP). 2) Adopt the resolution approving the General Plan Map Amendment. 3) Adopt the resolution approving the East 18th Street Specific Plan Map Amendment. 4) Introduce, by title only, and waive the first reading of the Planned Development (PD) Rezone ordinance. 5) Adopt the resolution approving the Final Development Plan, Use Permit, and Design Review.

Mayor Thorpe opened the public hearing.

Daniel Sachs, DECA, introduced Tim Woloshyn, Director of Development / DECA, who gave a PowerPoint presentation of the DECA 18<sup>th</sup> Street – East Warehouse Project.

Andrew Becker discussed the importance of creating local jobs that provide a living wage and questioned what the impacts would be from this project.

Jason Lindsey, representing District Council of Ironworkers Local 378, Richard Solak, IBEW 302, Socrates Caballero, UA Local 159 Plumbers and Steamfitters, Mark Avalos, UA Local 159 Plumbers and Steamfitters and Vijay Pal, Local 483 Sprinkler Fitters, spoke in support of the East 18<sup>th</sup> Street – East and West Warehouse Projects.

Alexander Broom suggested the landscape plan be modified to provide only native plants.

Julia Emego Kwue spoke in opposition to the development of the 18<sup>th</sup> Street – East Warehouse Project.

Devin Williams questioned if the City could require the applicant to provide good paying jobs for Antioch residents.

Daniel Sachs, Applicant, explained their outreach efforts, circulation plan and infrastructure improvements. He commented that they were producing space for tenants and could not control the types of jobs that would be provided; however, many opportunities would be available. He noted the impacts from this project were minimal compared to alternative uses of the site.



Public comments submitted in writing were entered into the record from the following individuals: Chris Cottrel, Bedrock Wine Company and Laura Kindsvater, Antioch resident.

Mayor Thorpe closed the public hearing.

In response to Council, Tim Woloshyn, Director of Development / DECA, explained there was a condition of approval that required them to install signage to direct truck traffic to Highway 160. He offered to prioritize native drought tolerant species in the landscape plan.

Councilmember Ogorchock spoke in support of the project and thanked the applicant for the presentation.

In response to Mayor Thorpe, Mr. Woloshyn reiterated that they would improve the native plant species through their design process.

Mayor Thorpe reminded the community that the City maintained medians and landscaping which included non-native plants, so if they set that standard moving forward it needed to be consistent throughout the City.

**RESOLUTION NO. 2023/156**

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously adopted the resolution approving the 18th Street East Warehouse Project Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP).

**RESOLUTION NO. 2023/157**

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously adopted the resolution approving the General Plan Map Amendment.

**RESOLUTION NO. 2023/158**

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously adopted the resolution approving the East 18th Street Specific Plan Map Amendment.

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously introduced, by title only, and waived the first reading of the Planned Development (PD) Rezone ordinance.

**RESOLUTION NO. 2023/159**

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously adopted the resolution approving the Final Development Plan, Use Permit, and Design Review.

## 6. EAST 18TH STREET – WEST WAREHOUSE PROJECT

Contract Planner Valente presented the staff report dated October 24, 2023. The Planning Commission recommended that the City Council take the following actions: 1) Adopt the resolution approving the 18th Street West Warehouse Project Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP). 2) Introduce, by title only, and waive the first reading of the Planned Development (PD) Rezone ordinance. 3) Adopt the resolution approving a Final Development Plan, Use Permit, Lot Merger, and Design Review.

Mayor Thorpe opened the public hearing.

Tim Woloshyn gave a PowerPoint presentation of the DECA 18<sup>th</sup> Street West Warehouse Project. He commented that they had the same commitment with regards to drought tolerant and native species landscaping for this project.

Andrew Becker announced that he would investigate the history of the winery property and questioned if surrounding property owners were committed to the City. He commented that he believed jobs created from this project would not provide a living wage.

Jason Lindsey, representing District Council of Ironworkers Local 378, and Richard Solak, IBEW 302, Socrates Caballero, UA Local 159 Plumbers and Steamfitters and Mark Avalos, UA Local 159 Plumbers and Steamfitters spoke in support of the West Warehouse Project.

Alexander Broom congratulated the developer on the approval of their East Warehouse Project and suggested delaying approval of the West Warehouse Project until the impacts of the east project were known. He expressed concern that the trees in the landscape plan would require excessive water usage.

Laura Kindsvater encouraged the developer to select drought tolerant and locally native keystone species for their landscaping.

Julia Emego Kwue expressed her disappointment in Council for their support of the East Warehouse Project and opposed approval of the West Warehouse Project.

Gavin Payton expressed concern regarding the displacement of wildlife during development of the area.

Daniel Sachs, Applicant, reiterated that they would remove the redwood and pine trees from their landscape plan and work to provide keystone species. He reported the Bedrock Wine Company were members of the community and deeply committed as stewards of the 100-year-old vineyards. He clarified that they were not displacing any businesses and adjacent businesses were excited about the future development of the area. He commented that they had studied the site and made sure no endangered species or important wildlife were located on the property. Lastly, he noted they were required to survey and mitigate if any important species were located during construction.

Public comments submitted in writing were entered into the record from the following individuals: Chris Cottrel, Bedrock Wine Company, Laura Kindsvater and Alexander Broom, Antioch residents.

Mayor Thorpe closed the public hearing.

**RESOLUTION NO. 2023/160**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted the resolution approving the 18th Street West Warehouse Project Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP).

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously introduced, by title only, and waived the first reading of the Planned Development (PD) Rezone ordinance.

**RESOLUTION NO. 2023/161**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted the resolution approving a Final Development Plan, Use Permit, Lot Merger, and Design Review.

**COUNCIL REGULAR AGENDA**

**7. DISCUSSION ITEM – REVIEW AND CONSIDERATION OF CITY ORDINANCE PROHIBITING RECKLESS DRIVING EXHIBITIONS (“SIDESHOWS”) AND STREET RACING**

City Attorney Smith presented the staff report dated October 24, 2023, recommending the City Council: 1) Review and discuss the sideshow ordinances from other cities; and 2) Direct staff to: a. Prepare a sideshow and street racing organizer and by-stander ordinance for the City of Antioch; or b. Take no further action.

Lindsay Amezcua discussed the importance of prevention and diversion. She noted punishment to prevent sideshows should be the last course of action.

Andrew Becker agreed with the previous speaker and cautioned that innocent witnesses could be identified as spectators. He reported the infill infrastructure grant could provide funds for the necessary infrastructure improvements.

Julia Emego Kwue spoke in opposition to the adoption of this ordinance.

Alex Broom reported traffic calming measures and enforcement efforts had been ineffective at preventing sideshows. He expressed concern that innocent witnesses could be identified as spectators. He suggested providing a safer space for people to experience the culture safely.



Melissa Case expressed concern for vehicles doing donuts and supported previous comments to create a safe space for people who wish to participate in these types of behaviors.

Councilmember Torres-Walker stated there had been proactive efforts to reduce large scale sideshows. She noted spinouts were experienced often and needed to be addressed. She discussed the challenges of identifying spectators.

Councilmember Barbanica stated side shows were occurring often and from people coming from outside the City. He noted he did not support creating and paying for a site for people from outside the community to participate in this type of activity. He further noted the court system would determine if solicitors violated the law. He reported the City had been unsuccessful and preventing and diverting sideshows. He spoke in support of the ordinance.

Councilmember Ogorchock spoke in support of the ordinance.

Councilmember Wilson stated she witnessed more burnouts instead of sideshows. She noted the City needed an ordinance; however, a bystander ordinance was a concern.

Councilmember Torres-Walker commented that sideshows in Antioch were most likely organized by Antioch residents. She noted the issue was how to use the city's resources to prevent burnouts/donuts.

Mayor Thorpe thanked everyone for their comments and agreed that burnouts were nuisance and Council could discuss how to prevent them later. He spoke in support of a large-scale sideshow by-stander ordinance.

City Attorney Smith stated there were different ways Council could determine who was considered a bystander and he could provide options should they choose to move forward with the ordinance.

Council consensus directed staff to bring back an ordinance for Council consideration.

Mayor Thorpe stated he would bring back a discussion for mitigating burnouts and donuts.

## **8. ADMINISTRATIVE ANALYST I POSITION ALLOCATION**

Director of Human Resources Cortez presented the staff report dated March 24, 2023, recommending the City Council adopt a resolution approving the allocation of an Administrative Analyst I in the City Attorney's Office in lieu of an Executive Legal Assistant and authorizing the Acting City Manager to make the necessary budget adjustments.

### **RESOLUTION NO. 2023/162**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adopted a resolution approving the allocation of an Administrative Analyst

I in the City Attorney's Office in lieu of an Executive Legal Assistant and authorizing the Acting City Manager to make the necessary budget adjustments.

**9. DISCUSSION OF PROPOSAL TO INCREASE STREET SWEEPING SERVICES TO IMPROVE STREET CLEANLINESS THROUGHOUT THE CITY**

Acting Director of Public Works/City Engineer Buenting introduced Dean Eckerson, Delta Diablo who presented the staff report dated March 24, 2023, recommending the City Council: 1) Receive a presentation from Delta Diablo on the existing street sweeping services for reducing pollutants from entering surface waters. 2) Provide direction to staff regarding increasing frequency of the existing street sweeping services, and potentially expanding the street sweeping program utilizing the City's existing service provider. 3) Provide direction to staff on a possible funding source for extra street sweeping expenses.

Andrew Becker suggested street sweepers report abandoned vehicle obstructions in the right of way so City staff could have them removed. He noted renters who did not receive water bills were not receiving the inserts explaining street sweeping services. He suggested the City partner with Allied Waste.

Julia Emego Kwue questioned if Delta Diablo was a private organization or governmental agency and discussed the importance of maintaining landscaping.

Councilmember Torres-Walker thanked staff for the report and presentation. She stated the challenge was enforcement and getting residents to move their vehicles on street sweeping days.

Mayor Thorpe stated signage could be a mechanism to identify vehicles that should not be on the street. He noted he believed street sweeping services should be more robust throughout the City.

Acting Director of Public Works/City Engineer Buenting clarified that they had worked with Delta Diablo to review routes and identify problem areas. He reported the main issue was isolated areas, so they developed the two alternatives before Council this evening to target specific needs in the community. He stated that they could begin an awareness campaign.

Councilmember Torres-Walker thanked Acting Director of Public Works/City Engineer Buenting for the information.

Following discussion, Council consensus directed staff to pursue an awareness campaign and bring back both aspects of the street sweeping proposal with the mid-year budget review.

**PUBLIC COMMENT**

Melissa Case stated she recently had an incident with a client who had a restraining order; however, the restrained party continued to violate the order without repercussions. She asked that this matter be discussed at the next Mayor's Conference.

Andrew Becker reported that Tri Delta Transit had taken action to acquire residentially zoned property on Apollo Court; however, he had contacted the agency and they had stopped the process from moving forward.

Teki Flow thanked the Council for their service and time. She spoke in support of utilizing traffic calming measures to increase safety. She expressed concern regarding a recent officer involved shooting. She spoke in opposition to extensive landscaping plans for a previously approved project. She requested the Council reimplement zoom for Council meetings.

### **STAFF COMMUNICATIONS**

Acting City Manager Reed reported the City of Antioch 6<sup>th</sup> Cycle of the Housing Element was adopted by HCD on October 12, 2023. He acknowledged staff involved in completing that work.

### **COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS**

Councilmember Ogorchock requested the following future agenda items; an update on the waterpark and reducing public hearing times.

### **ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously adjourned the meeting at 11:12 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk



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

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

**November 14, 2023  
Council Chambers**

**5:45 P.M. - CLOSED SESSION**

Mayor Thorpe called Closed Session to order at 5:45 P.M., and Acting City Clerk Rosales called the roll.

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

**PLEDGE OF ALLEGIANCE**

Mayor Thorpe led the Pledge of Allegiance.

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: 800 W. 2nd Street, Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Kwame P. Reed, Acting City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Chris Burns, Broker/Owner Representative; Under Negotiation: Price and terms of payment.
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: Approximately 2,540 square feet of APN 066-010-017, Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Kwame P. Reed, Acting City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Sean McCauley, Owner of Adjacent Property; Under Negotiation: Price and terms of payment.
3. **PUBLIC EMPLOYMENT – Recruitment of City Manager** – This closed session is authorized pursuant to California Government Code Section 54957(b).

**PUBLIC COMMENTS** – None

**ADJOURN TO CLOSED SESSION**

**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 2 Barbanica, District 4 Wilson, and Mayor Thorpe  
Absent: Council/Agency Member District 3 Ogorchock and Mayor Pro Tem (District 1) Torres-Walker (arrived at 7:01 P.M.)

## **PRESENTATION OF COLORS**

Mayor Thorpe led the audience in 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 REAL PROPERTY NEGOTIATIONS**, direction given to Acting City Manager and City Attorney, **#2 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, direction given to Acting City Manager and City Attorney; and, **#3 PUBLIC EMPLOYMENT – Recruitment of City Manager**, direction given to Director of Human Resources and City Attorney.

### **1. INTRODUCTION OF NEW CITY EMPLOYEES**

Acting Public Works Director/City Engineer Buenting introduced: Ming Rong, GIS Technician, David Wilson, Water Treatment Maintenance Worker I, David Davi, Water Treatment Maintenance Worker I, Victor Loza, Water Treatment Plant Operator w/D3-D5, Gary Skym, Water Distribution Operator and Alex Saad, Junior Engineer.

Acting Police Chief Vigil introduced: Scott Marshall, Police Dispatcher, Sarah Dotson, Police Dispatcher and Jefferson Vega, Police Officer.

Director of Public Safety and Community Resources Johnson introduced: America Velasco, Public Safety Manager and Maelvy Saucedo, Youth Services Network Coordinator.

Acting Assistant City Manager Helfenberger introduced: Frida Ortiz, Recreation Programs Coordinator.

Mayor Thorpe welcomed the new City employees.

### **2. PROCLAMATIONS**

*Recognizing Native American Heritage Month, November 2023*  
*Homeless Awareness Month, November 2023*

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker, the City Council members present unanimously approved the *Recognizing Native American Heritage Month, November 2023* and *Homeless Awareness Month, November 2023* proclamations.

*In Memory of the City of Antioch's first female Mayor Louise Giersch, September 23, 1925 – September 4, 2023*

*In Memory of Former Council Member Frank L. Stone, April 29, 1927 – October 25, 2023*

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council members present unanimously postponed the *In Memory of the City of Antioch's first female Mayor Louise Giersch* and *In Memory of Former Council Member Frank L. Stone* proclamations to the next meeting.

Frank Sterling Jr. and members of his family accepted the *Recognizing Native American Heritage Month, November 2023* proclamation.

Unhoused Resident Coordinator Ridley introduced Carmella Kowall and representatives from Winter Nights Family Shelter who accepted the *Homeless Awareness Month, November 2023* proclamation.

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

Director of Public Safety and Community Resources Johnson introduced representatives from Antioch Council of Teens (ACT) who announced the following event and reported on the success of their Coat Drive.

- ACT Meetings – 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of the month, for more information, email: Youth@antiochca.gov

Dwayne Eubanks announced the following event:

- The unveiling of the Vintage 1929 Red Caboose on November 18, 2023, at the Antioch Historical Museum

Mayor Thorpe announced the following events:

- Thanksgiving Turkey Give-away on November 21, 2023, at the Antioch Community Center
- Unity and Healing Event / Key to the City Presentations on November 30, 2023, at the Antioch Community Center

### **PUBLIC COMMENTS**

Leslie May, Reimagine Antioch, spoke in support of forming an oversight body for the Antioch Police Department (APD) and discussed allegations of police misconduct.

Kathryn Wade, REA, discussed incidents involving her son and APD and allegations of police misconduct.



Rena Moore, Reimagine Antioch, requested greater transparency from the APD.

Ralph Hernandez, Antioch resident, commented that public servants and private citizens were entitled to due process.

Patricia Granados, Antioch resident, discussed domestic terrorism. She spoke in support of rebranding, defunding, and greater transparency for APD.

Francisco Torres, Reimagine Antioch, discussed allegations of police misconduct. He called for greater transparency, decertifying APD and creating a Civilian Police Oversight body.

Frank Sterling, Reimagine Antioch, called for greater transparency from APD and the formation of a Civilian Police Oversight Committee. He requested Council fund public safety items.

### **CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Barbanica reported on the success of the Trunk or Treat event at Delta Bowl.

Councilmember Wilson reported on her attendance at the Cannabis Standing Committee meeting with Councilmember Torres-Walker. She expressed her frustration regarding recent news articles discussing police misconduct and sympathize with residents.

Councilmember Torres-Walker reported on her attendance at the Cannabis Standing Committee meeting. She commented that public safety along Wilbur Avenue had been discussed and they were looking at ways to address the situation. She reported on a meeting she had with the Mayor of Rohnert Park. She explained that she had been unable to attend a meeting regarding the Sycamore corridor due to a previous commitment and she looked forward to receiving an update. She discussed the formation of the Police Oversight Committee and her efforts to receive data from the City with regards to the diversity of applicants. She explained that the power of the Commission was outlined in the City's ordinance. She discussed allegations of police misconduct and urged the community to give those currently serving grace. She stated she believed in those committed to making change and commented that releasing additional text messages was under the authority of the District Attorney and Federal Investigators.

### **MAYOR'S COMMENTS**

Mayor Thorpe reported he would be attending the California Transportation Association Conference. He thanked Councilmembers Wilson and Ogorchock for participating in the process of identifying candidates for the Police Oversight Commission.

Councilmember Torres-Walker responded that she would engage in the selection process once she received the data requested.

Mayor Thorpe clarified that the City had not collected demographic information.

4. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
  - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 10, 2023**
  - B. **APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 24, 2023**
  - C. **APPROVAL OF COUNCIL WARRANTS**
  - D. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
  - E. **REJECTION OF CLAIMS: NICHOLAS WARNER, MANDINGO CAIN, AMADEO GARCIA, JR., KAYCEE SUITTER. WILLIAM BUTCHER**
  - F. **ORDINANCE NO. 2233-C-S SECOND READING – EAST 18TH STREET – EAST WAREHOUSE PROJECT *(Introduced on October 24, 2023)***
  - G. **ORDINANCE NO. 2234-C-S SECOND READING – EAST 18TH STREET – WEST WAREHOUSE PROJECT *(Introduced on October 24, 2023)***

On motion by Councilmember Wilson, seconded by Councilmember Barbanica, the City Council members present unanimously approved the Council Consent Calendar.

#### **PUBLIC HEARING**

5. **INNOVATIVE HOUSING (IH) OVERLAY DISTRICT AND ACCESSORY DWELLING UNITS (LA2023-0003)**

Acting Director of Community Development Scudero introduced Acting Planning Manager Merideth who introduced Meredith Rupp, Partnership for the Bay's Future Fellow who presented the staff report dated November 14, 2023 recommending the City Council take the following actions: 1) Introduce by title only and waive the further reading of the ordinance to amend Title 9 Chapter 5 of the Antioch Municipal Code to implement State legislation regarding Accessory Dwelling Units and to permit multiple Accessory Dwelling Units in the Innovative Housing (IH) Overlay District. 2) Introduce by title only and waive the further reading of the ordinance rezoning either 31 or 33 parcels to include an IH Overlay District.

Mayor Thorpe opened the public hearing.

William Goodwin, Hope Solutions, Jasmine Tarkoff, Multifaith Action Coalition / Hope Solutions, Deborah Carney, Housing Police Consultant / Hope Solutions and Antioch resident, Francisco Torres, Reimagine Antioch and Andrew Becker spoke in support of the City Council adopting the ordinance.

Mayor Thorpe closed the public hearing.

In response to Councilmember Wilson, Acting Planning Manager Merideth explained that the Planning Commission majority felt Cornerstone Christian Center lacked capacity for accessory dwelling units since most of their parking lot was utilized for modular classrooms.

On motion by Councilmember Wilson, seconded by Councilmember Barbanica, the City Council unanimously introduced by title only and waive the further reading of the ordinance to amend Title 9 Chapter 5 of the Antioch Municipal Code to implement State legislation regarding Accessory Dwelling Units and to permit multiple Accessory Dwelling Units in the Innovative Housing (IH) Overlay District.

On motion by Councilmember Wilson, seconded by Councilmember Barbanica, the City Council unanimously introduced by title only and waive the further reading of the ordinance rezoning 33 parcels to include an IH Overlay District.

## **6. ZONING TEXT AMENDMENTS (LA2023-0004)**

Acting Planning Manager Merideth introduced Meredith Rupp, Partnership for the Bay's Future Fellow who presented the staff report dated November 14, 2023, recommending the City Council introduce by title only and waive the further reading of the ordinance to make zoning text amendments to Title 9 Chapter 5 of the Antioch Municipal Code to implement Housing Element programs, codify legislation, and clarify existing regulations.

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

On motion by Councilmember Wilson, seconded by Councilmember Barbanica, the City Council unanimously introduced by title only and waive the further reading of the ordinance to make zoning text amendments to Title 9 Chapter 5 of the Antioch Municipal Code to implement Housing Element programs, codify legislation, and clarify existing regulations.

## **COUNCIL REGULAR AGENDA**

### **7. DISCUSSION OF MAINTENANCE NEEDS AND CAPITAL PROJECT FUNDING AT THE ANTIOCH WATER PARK**

Acting Assistant City Manager Helfenberger introduced and thanked staff for their assistance in identifying the Antioch Water Park's needs. He presented the staff report dated November 14, 2023, recommending the City Council receive the presentation on the current maintenance needs and capital project funding of the Antioch Water Park and provide direction on next steps.

Andrew Becker spoke in opposition to allocating funds for Water Park Capital Projects.

Councilmember Barbanica requested the Finance Department provide information regarding the source of funding for these projects.

Acting Assistant City Manager Helfenberger responded that Finance Director Merchant had indicated there were one time salary savings available and additional funds would be rolled over from the previous budget year.

Councilmember Wilson reiterated her request for an overview of the goals for the Water Park.

Following discussion, Council consensus directed staff to bring this item back at midyear budget review.

**8. PLANNING COMMISSION APPOINTMENT FOR ONE FULL-TERM VACANCY EXPIRING OCTOBER 2027**

City Clerk Householder announced Mayor Thorpe nominated Cortney L. Jones to the Planning Commission to fill one full-term vacancy expiring October 2027, and read Ms. Jones' biography.

**RESOLUTION NO. 2023/163**

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council members present unanimously adopted a resolution approving the appointment of Cortney L. Jones to the Planning Commission to fill one full-term vacancy expiring October 2027.

**9. PARKS AND RECREATION APPOINTMENTS FOR ONE VACANCY EXPIRING MARCH 2024 AND ONE VACANCY EXPIRING APRIL 2026**

City Clerk Householder announced that Mayor Thorpe nominated Lemuel del Castillo to the Parks and Recreation Commission to fill one partial-term vacancy expiring April 2026, and read his biography.

**RESOLUTION NO. 2023/164**

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council members present unanimously adopted a resolution approving the appointment of Lemuel del Castillo to the Parks and Recreation Commission to fill one partial-term vacancy expiring April 2026.

City Clerk Householder announced that Mayor Thorpe nominated Daynon Matthews to the Parks and Recreation Commission to fill one partial-term vacancy expiring March 2024, and read his biography.

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council members present unanimously adopted a resolution approving the appointment of Daynon Matthews to the Parks and Recreation Commission to fill one partial-term vacancy expiring March 2024.



City Clerk Householder administered the Oath of Office to Cortney L. Jones, Lemuel del Castillo and Daynon Matthews.

Mayor Thorpe thanked the newly appointed Commissioners for their willingness to serve.

**10. NEW CLASS SPECIFICATION FOR ASSISTANT CITY CLERK, ASSIGNMENT OF A SALARY RANGE, AND ASSIGNMENT OF THE CLASSIFICATION TO THE MANAGEMENT UNIT**

Director of Human Resources Cortez presented the staff report dated November 14, 2023 recommending the City Council adopt the resolution (1) approving a new class specification for Assistant City Clerk, (2) assigning a salary range, (3) assigning the classification to the Management Bargaining Unit, and (4) authorizing the Acting City Manager or designee to make the necessary adjustments to the Fiscal Year 2024 and 2025 budget to fund the position.

**RESOLUTION NO. 2023/165**

On motion by Councilmember Barbanica, seconded by Councilmember Torres-Walker, the City Council members present unanimously adopted the resolution (1) approving a new class specification for Assistant City Clerk, (2) assigning a salary range, (3) assigning the classification to the Management Bargaining Unit, and (4) authorizing the Acting City Manager or designee to make the necessary adjustments to the Fiscal Year 2024 and 2025 budget to fund the position.

**11. FUNDING REQUEST FOR TRAFFIC CALMING IMPROVEMENTS ON JAMES DONLON BOULEVARD AND WEST 10TH STREET**

Acting Director of Public Works/City Engineer Buenting presented the staff report dated November 14, 2023, recommending the City Council adopt the resolution approving reallocating funding in the amount of \$1,085,000 from the Streetlight Improvements Project in the Gas Tax Fund for traffic calming improvements on James Donlon Boulevard and West 10th Street.

Lemuel offered suggestions for additional public safety measures along James Donlon Boulevard.

Andrew Becker suggested the City seek development funds for capital projects.

**RESOLUTION NO. 2023/166**

On motion by Councilmember Barbanica, seconded by Councilmember Torres-Walker, the City Council members present adopted the resolution approving reallocating funding in the amount of \$1,085,000 from the Streetlight Improvements Project in the Gas Tax Fund for traffic calming improvements on James Donlon Boulevard and West 10th Street.

**12. DISCUSSION ITEM: REVIEW AND CONSIDERATION OF CITY ORDINANCE PROHIBITING SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS, EXHIBITIONS OF SPEED, AND SIDESHOWS**

City Attorney Smith presented the staff report dated November 14, 2023, recommending the City Council provide direction to staff to 1) Prepare a sideshow and street racing organizer and bystander ordinance for the City of Antioch; or 2) Take no further action.

Lindsay Amezcua reported these ordinances had been ineffective in other jurisdictions and asking staff to identify spectators would be profiling. She offered suggestions for deterring sideshow activities and urged Council to take no further action on this item.

Andrew Becker suggested focusing on a collaborative effort with other municipalities. He expressed concern that innocent bystanders could be identified as spectators.

Following discussion, Council consensus directed staff to prepare a sideshow and street racing organizer ordinance for the City of Antioch.

**PUBLIC COMMENT**

Andrew Becker expressed concern regarding the Planning Commission's recent approval of a rental housing project and discussed the need for extremely low-income housing in Antioch.

**STAFF COMMUNICATIONS** – None

**COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS** – None

**ADJOURNMENT**

On motion by Councilmember Wilson, seconded by Councilmember Barbanica, the City Council members present unanimously adjourned the meeting at 10:04 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 12, 2023

**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 November 28, 2023

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of November 28, 2023.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 17 - 30 , 2023  
FUND/CHECK#

**100 General Fund**

***Non departmental***

00409975	DENOVA HOMES	DEPOSIT REFUND	43,821.38
00409980	EMBREE DEVELOPMENT GROUP INC	DEPOSIT REFUND	26,573.96
00410001	EMPLOYEE	CHECK REPLACEMENT	1,188.42
00410018	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	10,020.73
00410024	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES	1,141.00
00410045	BETTER EARTH ELECTRIC	REFUND CBSC FEE	5.70
00410051	COST U LESS ROOFING	REFUND SMIP FEE	4.02
00410057	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00410061	ENERGUY, THE	REFUND SMIP FEE	3.02
00410067	IN SHAPE HEALTH CLUBS	PAYROLL	344.98
00410068	LIFE INSURANCE COMPANY OF NA	PAYROLL	4,693.46
00410076	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,097.72
00410077	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,157.80
00410080	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,216.00
00410085	PARS	PAYROLL	5,810.18
00410097	STATE OF CALIFORNIA	PAYROLL	30.00
00410098	STATE OF CALIFORNIA	PAYROLL	120.00
00946896	LSA ASSOCIATES INC	PROFESSIONAL SERVICES	315.00
00946901	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	660.00
00946902	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL	21,877.35
00946903	ANTIOCH PW EMPLOYEE'S ASSOC	PAYROLL	2,205.00
00946908	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	46,301.85
00946912	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,371.46

***City Council***

00410033	VERIZON WIRELESS	DATA USAGE	105.32
00410038	AMERICAN TROPHIES AWARDS	NAME BADGE	18.66

***City Attorney***

00410012	OFFICE DEPOT INC	OFFICE SUPPLIES	51.67
00410033	VERIZON WIRELESS	DATA USAGE	105.02
00410044	BERTRAND FOX & ELLIOT	LEGAL SERVICES RENDERED	6,018.00

***City Manager***

00409937	ANDRE C. ANDERSON	TRAVEL REIMBURSEMENT	497.80
00409947	BAKER TILLY US LLP	COACHING SERVICES	480.00
00410026	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	858.00
00410033	VERIZON WIRELESS	DATA USAGE	94.40

***City Clerk***

00409978	ECS IMAGING INC	SOFTWARE	20,074.70
00410012	OFFICE DEPOT INC	OFFICE SUPPLIES	43.02
00410029	TOTAL RECALL CAPTIONING	CAPTIONING SERVICES	862.50
00410079	OFFICE DEPOT INC	OFFICE SUPPLIES	4.54
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE	1,104.45

***Human Resources***

00409948	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,558.92
00409982	FEDEX	SHIPPING	23.77
00409989	RETIREE	RETIREMENT GIFT	250.00
00410022	RETIREE	RETIREMENT GIFT	300.00





CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 17 - 30 , 2023  
FUND/CHECK#

**Economic Development**

00410033	VERIZON WIRELESS	DATA USAGE	105.02
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**Finance Administration**

00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	581.63
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**Finance Operations**

00946900	UBEO BUSINESS SERVICES	COPIER USAGE	1,970.35
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**Public Works Administration**

00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	333.13
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**Public Works Street Maintenance**

00409939	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	4,935.08
00409958	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICE	11,124.00
00410039	ANRAK CORPORATION	ASPHALT GRINDING	8,600.00
00410040	ANTIOCH ACE HARDWARE	TOOLS	36.52
00410059	EAST BAY WELDING SUPPLY	WELDING SUPPLIES	75.64
00410063	FURBER SAW INC	EQUIPMENT	845.06
00410071	MANERI SIGN COMPANY	SIGNS	3,104.68
00410084	PACIFIC NORTHWEST OIL	OIL	3,024.33
00410091	ROYAL BRASS INC	PARTS	53.14
00410093	SHERWIN WILLIAMS CO	PAINT SUPPLIES	67.51
00410100	SUBURBAN PROPANE	PROPANE	1,682.57
00410107	VISIONS RECYCLING INC	PAINT	731.72
00946898	RED WING SHOE STORE	SAFETY SHOES	300.00

**Public Works-Signal/Street Lights**

00410014	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	345.55
00410027	SWARCO McCain, Inc.	SOFTWARE MAINTENANCE	8,000.00

**Public Works-Facilities Maintenance**

00409935	AED USA	DEFIBRILLATOR	1,864.00
00410014	PACIFIC GAS AND ELECTRIC CO	GAS	1,412.76
00410016	PEPPER INVESTMENTS INC	PEST CONTROL	1,067.00
00410058	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
00410105	ULINE	FACILITY SUPPLIES	92.96

**Public Works-Parks Maint**

00410037	ALTA FENCE	FENCE REPAIR	1,972.00
00410042	THE PROFESSIONAL TREE CARE CO.	TREE TRIMMING SERVICES	8,300.00
00410056	DC ELECTRIC GROUP INC	ELECTRICAL REPAIR	678.14
00410075	MIRACLE PLAYSYSTEMS INC	PLAYGROUND REPAIRS	8,978.78
00410090	ROBINS LOCK AND KEY	LOCK REPAIR	924.60
00410103	TERRACARE ASSOCIATES	PARK MAINTENANCE	112,969.25
00410108	WATERSAVERS IRRIGATION	IRRIGATION PARTS	1,198.85

**Public Works-Median/General Land**

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,406.36
00410104	TURF STAR INC	EQUIPMENT & DELIVERY	7,641.44
00410108	WATERSAVERS IRRIGATION	IRRIGATION PARTS	463.49
00946909	SITEONE LANDSCAPE SUPPLY	EQUIPMENT	24,067.01

**Police Administration**

00409943	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	6,131.25
00409951	BECERRA, ARTURO MODESTO	TRAINING PER DIEM	690.00
00409964	CODE 3 WEAR PUBLIC SAFETY	UNIFORM	26.92

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00409967	CONTRA COSTA COUNTY	RANGE FEES	850.00
00409970	CRUMP INVESTIGATIONS	CANDIDATE BACKGROUND CHECK	4,300.00
00409971	CSI FORENSIC SUPPLY LLC	SUPPLIES	630.14
00409976	EAN SERVICES LLC	ENTERPRISE RENTAL VEHICLE	1,063.58
00409982	FEDEX	SHIPPING	22.61
00409983	FLORES, VANESSA SOFIA	TRAINING PER DIEM	74.00
00409984	FLORES, VANESSA SOFIA	TRAINING PER DIEM	138.00
00409997	KENDALL, PRICE JULIUS	TRAINING PER DIEM	74.00
00409998	KENDALL, PRICE JULIUS	BUSINESS LUNCH REIMBURSEMENT	65.27
00410002	LENDERMAN, THOMAS E	MILEAGE REIMBURSEMENT	255.45
00410008	NELSON, AMANDA SUSANNE	TRAINING EXPENSE REIMBURSEMENT	144.83
00410009	NET TRANSCRIPTS	TRANSCRIPT SERVICES	671.73
00410010	NIEVES, RUDOLPH	TRAINING PER DIEM	740.00
00410012	OFFICE DEPOT INC	OFFICE SUPPLIES	88.35
00410015	PALMA, KRISTIAN	TRAINING PER DIEM	296.00
00410020	REACH PROJECT INC	PROFESSIONAL SERVICES	17,083.00
00410023	SAFESTORE INC	EVIDENCE STORAGE	1,073.55
00410079	OFFICE DEPOT INC	OFFICE SUPPLIES	3,019.15
00410099	STOMMEL INC	PARTS	3,265.08
00946891	CHAPLIN AND HILL INVESTIGATIVE	PROFESSIONAL SERVICES	1,550.00
00946910	UBEO BUSINESS SERVICES	COPIER USAGE	1,031.48
<b>Police Community Policing</b>			
00409942	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	25.04
00409954	BP PRODUCTS NORTH AMERICA INC	CARWASH SERVICES	56.00
00409974	D TAC K9 LLC	K9 MAINTENANCE	475.00
00409994	HUNT AND SONS INC	FUEL	1,405.77
00410017	PET DATA INC	DOG LICENSE	65.00
00410066	HUNT AND SONS INC	FUEL	1,445.18
<b>Police Investigations</b>			
00409968	CONTRA COSTA COUNTY	REMOTE ACCESS NETWORK BOARD	178,106.00
00410019	RANEY, MICHAEL	MILEAGE REIMBURSEMENT	60.40
00410043	AT AND T MCI	PHONES	875.00
00410070	LA CO AUDITOR CONTROLLER	EVIDENCE	1,031.00
00410102	T MOBILE USA INC	CELL TOWER SERVICE	50.00
<b>PD Special Investigations Unit</b>			
00409976	EAN SERVICES LLC	VEHICLE RENTAL	11,502.94
<b>Police Communications</b>			
00409945	AT AND T MCI	PHONES	838.74
<b>Police Facilities Maintenance</b>			
00410016	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00410090	ROBINS LOCK AND KEY	KEY SERVICE	112.80
<b>Youth Network Services</b>			
00410033	VERIZON WIRELESS	DATA USAGE	52.51
00946905	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,079.14
<b>Housing and Homelessness</b>			
00409985	FOCUS STRATEGIES	CONSULTANT SERVICES	8,392.50
00410033	VERIZON WIRELESS	DATA USAGE	52.66
<b>PSCR Administration</b>			



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00410033	VERIZON WIRELESS	DATA USAGE	52.66
00946890	CANON FINANCIAL SERVICES	COPIER LEASE	229.13
<b>Community Development Land Planning Services</b>			
00409979	EIDEN, KITTY J	PROFESSIONAL SERVICES	300.00
00410032	URBAN PLANNING PARTNERS	PROFESSIONAL SERVICES	225.00
<b>CD Code Enforcement</b>			
00410096	STAMM ENTERPRISES, LTD	MONTHLY STORAGE RENTAL	255.00
<b>PW Engineer Land Development</b>			
00409963	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	32,326.25
00409995	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	107,628.50
00410012	OFFICE DEPOT INC	OFFICE SUPPLIES	377.99
00410033	VERIZON WIRELESS	DATA USAGE	76.02
00946899	TESTING ENGINEERS INC	PROFESSIONAL SERVICES	2,341.00
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	352.07
<b>Community Development Building Inspection</b>			
00410045	BETTER EARTH ELECTRIC	REFUND ENERGY INSP FEE	258.42
00410051	COST U LESS ROOFING	REFUND 80% BLDG PERMIT FEE	407.54
00410061	ENERGUY, THE	REFUND 80% BLDG PERMIT FEE	302.58
00410074	MECHPROS HVAC	REFUND MECHANICAL FEE	145.00
<b>Capital Imp. Administration</b>			
00410012	OFFICE DEPOT INC	OFFICE SUPPLIES	88.56
00410033	VERIZON WIRELESS	DATA USAGE	38.01
00946900	UBEO BUSINESS SERVICES	TONER	1,093.46
<b>206 American Rescue Plan Fund</b>			
<b>Non departmental</b>			
<b>P &amp; R Community Center</b>			
00410054	CRUSADER FENCE COMPANY LLC	PROFESSIONAL SERVICES	49,398.00
<b>207 CalVIP Grant Fund</b>			
<b>Violence Intervention &amp; Preven</b>			
00409966	COMMUNITY INITIATIVES	PROFESSIONAL SERVICES	38,204.00
<b>211 Delta Fair Property Fund</b>			
<b>Parks &amp; Open Space</b>			
00410060	ELITE LANDSCAPE CONSTRUCTION INC	LANDSCAPE ENHANCEMENT	7,333.33
<b>212 CDBG Fund</b>			
<b>CDBG</b>			
00410073	MEALS ON WHEELS	CDBG SERVICES	2,500.19
00410081	OPPORTUNITY JUNCTION	CDBG SERVICES	15,000.09
00410087	RENAISSANCE ENTREPRENEURSHIP	CDBG SERVICES	4,723.55
<b>213 Gas Tax Fund</b>			
<b>Streets</b>			
00410014	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	473.84
00410028	TANKO LIGHTING	PROFESSIONAL SERVICES	8,250.00
<b>214 Animal Services Fund</b>			
<b>Animal Services</b>			
00409977	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	452.02
00409993	HILLS PET NUTRITION	PET FOOD	204.50
00409999	KOEFRAN SERVICES INC	CREMATION SERVICES	1,928.00
00410007	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,490.58

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00410036	ZOETIS LLC	VACCINES	628.04
<b>219</b>	<b>Recreation Fund</b>		
	<i>Non departmental</i>		
00410092	SAMANTHA GUEVARA	DEPOSIT REFUND	500.00
	<i>Nick Rodriguez Community Cent</i>		
00409936	AMERICAN PLUMBING INC	RESTROOM MAINTENANCE	875.00
00409955	BRADY INDUSTRIES	JANITORIAL SUPPLIES	3,611.04
00410016	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	2,529.13
	<i>Senior Programs</i>		
00409955	BRADY INDUSTRIES	JANITORIAL SUPPLIES	210.72
00409957	BRENTWOOD PRESS AND PUBLISHING	SENIOR CENTER ADVERTISEMENT	299.00
	<i>Recreation Sports Programs</i>		
00409990	GONZALEZ-ALSTON, ZONIA V	CONTRACTOR PAYMENT	614.40
00410033	VERIZON WIRELESS	DATA USAGE	39.06
	<i>Recreation-Comm Center</i>		
00409934	AAA BUSINESS SUPPLIES & INTERIORS	OFFICE FURNITURE	14,674.18
00409961	CHOFOR, EMERALD M	PROFESSIONAL SERVICES	113.40
00410000	KOVALICK, LUANNE	PROFESSIONAL SERVICES	270.00
00410014	PACIFIC GAS AND ELECTRIC CO	GAS	12,632.31
00410052	CPRS	MEMBERSHIP DUES	555.00
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	927.36
	<i>Recreation Water Park</i>		
00410016	PEPPER INVESTMENTS INC	PEST CONTROL	543.00
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	446.06
<b>222</b>	<b>Measure C/J Fund</b>		
	<i>Streets</i>		
00410095	SOILAND CO INC	SOIL AMENDMENTS	7,299.33
00410103	TERRACARE ASSOCIATES	LANDSCAPE ENHANCEMENT	13,749.68
00410108	WATERSAVERS IRRIGATION	IRRIGATION PARTS	8,425.52
00946909	SITEONE LANDSCAPE SUPPLY	MATERIALS	4,518.64
<b>229</b>	<b>Pollution Elimination Fund</b>		
	<i>Channel Maintenance Operation</i>		
00410094	SILVA LANDSCAPE	3-PERSON STORM SYSTEM	4,320.00
<b>238</b>	<b>PEG Franchise Fee Fund</b>		
	<i>Non Departmental</i>		
00409950	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	27.06
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
	<i>Lonetree Maintenance Zone 1</i>		
00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,911.58
	<i>Lonetree Maintenance Zone 2</i>		
00410050	CCC TAX COLLECTOR	REDEMPTION TAX	6,472.56
00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	11,206.11
	<i>Lonetree Maintenance Zone 3</i>		
00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,762.86
	<i>Lonetree Maintenance Zone 4</i>		
00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	3,021.21
<b>252</b>	<b>Downtown SLLMD Fund</b>		





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***Downtown Maintenance***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,273.22
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**253 Almondridge SLLMD Fund**

***Almondridge Maintenance***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,363.29
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**254 Hillcrest SLLMD Fund**

***Hillcrest Maintenance Zone 1***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,506.90
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***Hillcrest Maintenance Zone 2***

00410042	THE PROFESSIONAL TREE CARE CO.	TREE TRIMMING SERVICES	3,640.00
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00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,005.46
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***Hillcrest Maintenance Zone 4***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,666.35
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**255 Park 1A Maintenance District Fund**

***Park 1A Maintenance District***

00409965	COMCAST	CONNECTION SERVICES	113.80
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00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,396.23
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**256 Citywide 2A Maintenance District Fund**

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

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,466.85
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***Citywide 2A Maintenance Zone 4***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,152.26
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***Citywide 2A Maintenance Zone 5***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,381.42
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***Citywide 2A Maintenance Zone 6***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,242.69
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***Citywide 2A Maintenance Zone 8***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,070.43
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***Citywide 2A Maintenance Zone 9***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,381.46
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***Citywide 2A Maintenance Zone10***

00410103	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,581.23
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**257 SLLMD Administration Fund**

***SLLMD Administration***

00410063	FURBER SAW INC	PARTS	408.52
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**259 East Lone Tree SLLMD Fund**

***Zone 1-District 10***

00410103	TERRACARE ASSOCIATES	LANDSCAPE ENHANCEMENT	28,002.99
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**311 Capital Improvement Fund**

***Parks & Open Space***

00410011	NOMAD ECOLOGY LLC	PROFESSIONAL SERVICES	731.85
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**376 Lone Diamond Fund**

***Assessment District***

00410048	CENTRAL SELF STORAGE ANTIOCH	MONTHLY STORAGE	448.00
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**569 Vehicle Replacement Fund**

***Equipment Maintenance***

00410078	NICHOLAS K CORPORATION	VEHICLE	65,468.70
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**570 Equipment Maintenance Fund**



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00409994	HUNT AND SONS INC	FUEL	11,618.11
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**Equipment Maintenance**

00409938	ANTIOCH ACE HARDWARE	HARDWARE	15.98
00409986	FRONTIER ENERGY INC	PROFESSIONAL SERVICES	4,586.25
00410003	LES SCHWAB TIRES OF CALIFORNIA	TIRES	3,976.94
00410004	LIM AUTOMOTIVE SUPPLY INC	BATTERY	785.65
00410005	MSI FUEL MANAGEMENT INC	SUPPLIES	421.60
00410006	MUNICIPAL MAINT EQUIPMENT INC	SEWER EQUIPMENT & SUPPLIES	1,395.35
00410013	OREILLY AUTO PARTS	AUTO PARTS	1,693.55
00410030	TRED SHED, THE	TIRES	277.36
00410034	WALNUT CREEK FORD	AUTO REPAIR PARTS	205.84
00410049	CHUCKS BRAKE AND WHEEL	PARTS	6,433.89
00410069	LIM AUTOMOTIVE SUPPLY INC	AUTO PARTS	284.23
00410082	OREILLY AUTO PARTS	AUTO PARTS	1,448.51
00410090	ROBINS LOCK AND KEY	PROGRAM KEY	403.93
00946897	PETERSON TRACTOR CO	TRACTOR REPAIR	3,172.33
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	111.04

**573 Information Services Fund**

**Network Support & PCs**

00409945	AT AND T MCI	PHONES	195.97
00409949	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	182.61
00409950	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.29
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	16.35

**GIS Support Services**

00410086	PETERS, BRANDON W L	EXPENSE REIMBURSEMENT	1,380.60
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**577 Post Retirement Medical-Police Fund**

**Non Departmental**

00410109	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00410111	RETIREE	MEDICAL AFTER RETIREMENT	1,676.38
00410121	RETIREE	MEDICAL AFTER RETIREMENT	1,310.98
00410125	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00410128	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00410130	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00410131	RETIREE	MEDICAL AFTER RETIREMENT	156.11
00410132	RETIREE	MEDICAL AFTER RETIREMENT	1,196.99
00410134	RETIREE	MEDICAL AFTER RETIREMENT	1,585.11
00410135	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00410136	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00410140	RETIREE	MEDICAL AFTER RETIREMENT	49.30
00946914	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00946915	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00946919	RETIREE	MEDICAL AFTER RETIREMENT	1,045.99
00946920	RETIREE	MEDICAL AFTER RETIREMENT	351.56
00946922	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946923	RETIREE	MEDICAL AFTER RETIREMENT	676.18
00946927	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00946929	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48



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00946935	RETIREE	MEDICAL AFTER RETIREMENT	913.74
00946936	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946941	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00946943	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00946945	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00946949	RETIREE	MEDICAL AFTER RETIREMENT	676.18
00946961	RETIREE	MEDICAL AFTER RETIREMENT	1,563.12
00946962	RETIREE	MEDICAL AFTER RETIREMENT	1,827.48
00946968	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946969	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00946970	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946985	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00946986	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00946987	RETIREE	MEDICAL AFTER RETIREMENT	222.52
00946988	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946992	RETIREE	MEDICAL AFTER RETIREMENT	1,193.02
00946999	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00947000	RETIREE	MEDICAL AFTER RETIREMENT	493.80
00947001	RETIREE	MEDICAL AFTER RETIREMENT	1,644.73
00947002	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00947005	RETIREE	MEDICAL AFTER RETIREMENT	453.25
00947016	RETIREE	MEDICAL AFTER RETIREMENT	1,219.61
00947019	RETIREE	MEDICAL AFTER RETIREMENT	2,077.36
00947023	RETIREE	MEDICAL AFTER RETIREMENT	828.24
00947025	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00947026	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00947034	RETIREE	MEDICAL AFTER RETIREMENT	1,035.91
00947037	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00947038	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00947040	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00947042	RETIREE	MEDICAL AFTER RETIREMENT	1,219.61
00947046	RETIREE	MEDICAL AFTER RETIREMENT	305.87
00947055	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00947056	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00947058	RETIREE	MEDICAL AFTER RETIREMENT	1,391.42
00947067	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00947068	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00947070	RETIREE	MEDICAL AFTER RETIREMENT	700.03
00947075	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00947076	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00947078	RETIREE	MEDICAL AFTER RETIREMENT	305.87
00947084	RETIREE	MEDICAL AFTER RETIREMENT	607.89
00947088	RETIREE	MEDICAL AFTER RETIREMENT	674.61
00947089	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00947092	RETIREE	MEDICAL AFTER RETIREMENT	762.74
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
	<b>Non Departmental</b>		
00410110	RETIREE	MEDICAL AFTER RETIREMENT	269.02



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00410113	RETIREE	MEDICAL AFTER RETIREMENT	140.00
00410116	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00410117	RETIREE	MEDICAL AFTER RETIREMENT	453.25
00410118	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00410120	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00410122	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00410124	RETIREE	MEDICAL AFTER RETIREMENT	283.25
00410137	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00410138	RETIREE	MEDICAL AFTER RETIREMENT	354.69
00410143	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00946913	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946916	RETIREE	MEDICAL AFTER RETIREMENT	890.87
00946918	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946921	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946926	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946931	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00946934	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946937	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00946938	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946939	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946942	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946947	RETIREE	MEDICAL AFTER RETIREMENT	354.69
00946950	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946954	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946957	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946960	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946964	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946965	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946966	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946967	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946974	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00946975	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946976	RETIREE	MEDICAL AFTER RETIREMENT	143.21
00946977	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00946978	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946983	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946984	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946993	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946994	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946998	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947004	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947009	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00947010	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947011	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947013	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947014	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947020	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947022	RETIREE	MEDICAL AFTER RETIREMENT	85.69





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00947028	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00947032	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00947033	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947035	RETIREE	MEDICAL AFTER RETIREMENT	139.00
00947039	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947043	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947045	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947049	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947054	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947057	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947062	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947073	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947077	RETIREE	MEDICAL AFTER RETIREMENT	140.36
00947080	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947087	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00947090	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947091	RETIREE	MEDICAL AFTER RETIREMENT	558.38
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>			
00410112	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00410114	RETIREE	MEDICAL AFTER RETIREMENT	1,370.61
00410115	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00410119	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00410123	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00410126	RETIREE	MEDICAL AFTER RETIREMENT	278.48
00410127	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00410129	RETIREE	MEDICAL AFTER RETIREMENT	82.77
00410133	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00410139	RETIREE	MEDICAL AFTER RETIREMENT	454.66
00410141	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00410142	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00410144	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946917	RETIREE	MEDICAL AFTER RETIREMENT	322.28
00946924	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946925	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946928	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946930	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00946932	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00946933	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00946940	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946944	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946946	RETIREE	MEDICAL AFTER RETIREMENT	84.00
00946948	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00946951	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00946952	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00946953	RETIREE	MEDICAL AFTER RETIREMENT	206.70
00946955	RETIREE	MEDICAL AFTER RETIREMENT	393.75
00946956	RETIREE	MEDICAL AFTER RETIREMENT	322.38



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 17 - 30 , 2023  
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00946958	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00946959	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946963	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00946971	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946972	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946973	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946979	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00946980	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946981	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946982	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00946989	RETIREE	MEDICAL AFTER RETIREMENT	439.12
00946990	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00946991	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946995	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946996	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00946997	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00947003	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00947006	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947007	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947008	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947012	RETIREE	MEDICAL AFTER RETIREMENT	676.18
00947015	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00947017	RETIREE	MEDICAL AFTER RETIREMENT	534.31
00947018	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947021	RETIREE	MEDICAL AFTER RETIREMENT	1,493.73
00947024	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00947027	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00947029	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00947030	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947031	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947036	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947041	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00947044	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947047	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947048	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947050	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947051	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00947052	RETIREE	MEDICAL AFTER RETIREMENT	682.90
00947053	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00947059	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947060	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947061	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947063	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00947064	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00947065	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947066	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947069	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00947071	RETIREE	MEDICAL AFTER RETIREMENT	273.42

# CITY OF ANTIOCH CALIFORNIA

## CLAIMS BY FUND REPORT FOR THE PERIOD OF NOVEMBER 17 - 30 , 2023 FUND/CHECK#

00947072	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947074	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00947079	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947081	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947082	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00947083	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00947085	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00947086	RETIREE	MEDICAL AFTER RETIREMENT	1,748.00
<b>611</b>	<b>Water Fund</b>		
<b>Non departmental</b>			
00409981	FASTENAL CO	SUPPLIES	1,430.91
00409988	GEMPLER'S INC	TOOLS	64.19
00410012	OFFICE DEPOT INC	OFFICE SUPPLIES	3,505.14
00410046	BISHOP CO	TOOLS	544.47
00410101	SUPERCO SPECIALTY PRODUCTS.	SUPPLIES	214.44
00946893	GRAINGER INC	FIRST AID KITS	167.72
00946907	GRAINGER INC	SUPPLIES	195.94
<b>Water Production</b>			
00409938	ANTIOCH ACE HARDWARE	SUPPLIES	166.89
00409940	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	298.50
00409941	THE PROFESSIONAL TREE CARE CO.	TREE SERVICES	575.00
00409953	BORGES AND MAHONEY	TOOLS	824.15
00409956	BRENNTAG PACIFIC INC	CHEMICALS	16,863.72
00409962	CLEAN LAKES INC	RESERVOIR TREATMENT	22,492.05
00409969	CCC TAX COLLECTOR	REDEMPTION TAX	23,615.25
00409973	CSI SERVICES INC	PROFESSIONAL SERVICES	3,325.00
00409991	GUALCO GROUP INC, THE	GOVERNMENT RELATION SERVICES	4,191.60
00409992	HASA INC	CHEMICALS	100,239.73
00409996	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	25,088.62
00410004	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	4.16
00410014	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11.56
00410031	UNIVAR SOLUTIONS USA INC	CHEMICALS	18,211.85
00410035	YSI INC	EQUIPMENT	2,620.12
00410041	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	99.50
00410055	D AND H WATER SYSTEMS INC	PARTS	439.00
00410062	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	1,290.57
00410065	HACH CO	LAB SUPPLY	6,103.91
00410069	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	27.67
00410106	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,163.22
00946892	CHEMTRADE CHEMICALS US LLC	CHEMICALS	23,068.91
00946904	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,709.20
00946906	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS	270.89
00946911	VINCENT ELECTRIC MOTOR CO	PARTS	2,335.34
<b>Water Distribution</b>			
00409946	BACKFLOW DISTRIBUTORS INC	PARTS	32,869.79
00409958	C AND J FAVALORA TRUCKING INC	TRUCKING AND RECYCLING SERVICE	14,992.50
00409960	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	486.32
00409981	FASTENAL CO	TOOLS	485.39



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 17 - 30 , 2023  
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00409987	FURBER SAW INC	EQUIPMENT REPAIR	338.70
00410021	ROBERTS AND BRUNE CO	PARTS	12,590.35
00410047	BOXHUB INC	STORAGE CONTAINER	4,994.27
00410072	MCCULLAH, MATTHEW MARK	CWEA REIMBURSEMENT	319.00
00410088	RHODES, MICHAEL LEE	CERTIFICATION REIMBURSEMENT	80.00
00410089	ROADSAFE TRAFFIC SYSTEMS INC	TRAFFIC CONES	6,914.25
00946894	INFOSEND INC	PRINT AND MAIL SERVICES	4,061.27
00946895	KLEINFELDER INC	PROFESSIONAL SERVICES	305.00
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	347.44
<b>Public Buildings &amp; Facilities</b>			
00409959	CDM SMITH INC	PROFESSIONAL SERVICES	208,779.12
00409972	CSI METRICS LLC	PROFESSIONAL SERVICES	8,552.28
00409982	FEDEX	SHIPPING	27.25
00410025	STATE WATER RESOURCES CONTROL	SITE CLEANUP PROGRAM	4,115.85
<b>Water Systems</b>			
00410083	PACE SUPPLY CORP	CONCRETE METER BOX LIDS	21,209.19
<b>621</b>	<b>Sewer Fund</b>		
<b>Swr-Wastewater Administration</b>			
00409958	C AND J FAVALORA TRUCKING INC	TRUCKING AND RECYCLING SERVICE	14,992.50
00409960	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	486.32
00410006	MUNICIPAL MAINT EQUIPMENT INC	TOOL BOX	6,218.52
00410037	ALTA FENCE	FENCE REPAIR	2,622.00
00410053	CROWDER SUPPLY CO LLC	MAINTENANCE TOOLS	1,937.09
00946894	INFOSEND INC	PRINT AND MAIL SERVICES	4,061.28
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	292.42
00946910	UBEO BUSINESS SERVICES	COPIER USAGE	297.19
<b>631</b>	<b>Marina Fund</b>		
<b>Non departmental</b>			
00409994	HUNT AND SONS INC	FUEL	8,680.97
<b>Marina Administration</b>			
00409944	ASSOCIATION OF MARINA INDUSTRIES	MEMBERSHIP RENEWAL	275.00
00409952	BIG B LUMBER	LUMBER	695.27
00410016	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00410056	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	422.90
00946900	UBEO BUSINESS SERVICES	COPIER MAINTENANCE AGREEMENT	90.14





AS HOUSING SUCCESSOR TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 17 - 30 , 2023  
FUND/CHECK#

**227      Housing Fund**

***Housing***

00410064	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	50,635.59
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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 12, 2023

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

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

**SUBJECT:** REJECTION OF CLAIM: FINDELL MARIE RAY

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### **RECOMMENDED ACTION**

It is recommended that the City Council reject the claim submitted Findell Marie Ray.

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

### **ATTACHMENTS**


None.

CITY OF  
**ANTIOCH**  
CALIFORNIA

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

**DATE:** Regular Meeting of December 12, 2023

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

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

**SUBJECT:** Recognized Obligation Payment Schedule (24-25) for the  
Successor Agency to the Antioch Development Agency of the City  
of Antioch

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**RECOMMENDED ACTION**

It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2024 through June 2025 (ROPS 24-25).

**FISCAL IMPACT**

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

**DISCUSSION**

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

The ROPS 24-25 for the period of July 2024 through June 2025 is required to be submitted to the Department of Finance (DOF) by February 1, 2024. A draft ROPS for this period is attached (Attachment A). The ROPS 24-25 will be used by the County Auditor-Controller to allocate property tax increment to the Successor Agency to pay the obligations listed on the ROPS due for fiscal year 2025. The ROPS is subject to certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. The Oversight Board is scheduled to review this ROPS on January 29, 2024. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 24-25 (Attachment A), detailing the continuing obligations of the former Antioch Development Agency.

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

**ATTACHMENTS**

- A.** Resolution Approving the Recognized Obligation Payment Schedule for the Period of July 2024 through June 2025 (ROPS 24-25)
  - 1)** Recognized Obligation Payment Schedule for the Period of July 2024 through June 2025 (ROPS 24-25)



# ATTACHMENT A

## SA RESOLUTION NO. 2023/

### RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE SUCCESSOR AGENCY FOR THE PERIOD OF JULY 2024 THROUGH JUNE 2025 (ROPS 24-25)

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

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

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

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

**NOW THEREFORE BE IT RESOLVED THAT** the Successor Agency to the Antioch Development Agency of the City of Antioch hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency for the period of July 2024 through June 2025 (ROPS 24-25).

\* \* \* \* \*

The foregoing resolution was passed and adopted by the Successor Agency to the Antioch Development Agency of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary**  
**Filed for the July 1, 2024 through June 30, 2025 Period**

**Successor Agency:** Antioch

**County:** Contra Costa

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>24-25A Total (July - December)</b>	<b>24-25B Total (January - June)</b>	<b>ROPS 24-25 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 405,166</b>	<b>\$ 1,401,710</b>	<b>\$ 1,806,876</b>
F RPTTF	402,166	1,398,710	1,800,876
G Administrative RPTTF	3,000	3,000	6,000
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 405,166</b>	<b>\$ 1,401,710</b>	<b>\$ 1,806,876</b>

**Certification of Oversight Board Chairman:**

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

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

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

**Antioch**  
**Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail**  
**July 1, 2024 through June 30, 2025**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					ROPS 24-25B (Jan - Jun)					24-25B Total		
											Fund Sources					Fund Sources							
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	24-25A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
								\$17,723,466		\$1,806,876	\$-	\$-	\$-	\$402,166	\$3,000	\$405,166	\$-	\$-	\$-	\$1,398,710	\$3,000	\$1,401,710	
2	2009 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	08/01/2009	09/01/2027	Bank of New York	Bond issue to fund non-housing projects	Area 1	576,831	N	\$144,276	-	-	-	138,866	-	\$138,866	-	-	-	5,410	-	\$5,410	
6	Bond administration	Fees	07/01/1994	05/01/2032	Bank of New York	Bond administrative fees	Areas 1,2,3,4,4.1	191,435	N	\$4,700	-	-	-	2,350	-	\$2,350	-	-	-	2,350	-	\$2,350	
12	Administrative costs	Admin Costs	02/01/2012	12/31/2032	City of Antioch/consultants	Administrative expenses for agency	Areas 1,2,3,4,4.1	1,824,000	N	\$6,000	-	-	-	-	3,000	\$3,000	-	-	-	-	3,000	\$3,000	
18	2015A Lease Revenue Bonds	Bond Reimbursement Agreements	02/01/2015	05/01/2032	City of Antioch	Bonds issued to refinance 2002 Lease Revenue Bonds	Areas 1,2,3,4,4.1	15,131,200	N	\$1,651,900	-	-	-	260,950	-	\$260,950	-	-	-	1,390,950	-	\$1,390,950	
20	Department of Boating and Waterways Loan/Marina	Third-Party Loans	07/01/2003	08/01/2039	City of Antioch	Marina construction loan	Area 1	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	

**Antioch**  
**Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances**  
**July 1, 2021 through June 30, 2022**  
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.									
A	B	C	D	Fund Sources			F	G	H
				Bond Proceeds		Reserve Balance			
				Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Other Funds	RPTTF	Comments
	<b>ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)</b>								
<b>1</b>	<b>Beginning Available Cash Balance (Actual 07/01/21)</b> RPTTF amount should exclude "A" period distribution amount.	146,001	2			155,232	16,709		
<b>2</b>	<b>Revenue/Income (Actual 06/30/22)</b> RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	34	53			2	(8,276)	1,669,233	\$2 added to Prior ROPS balances (Col E) to reconcile for rounding differences to balance prior ROPS reserve balances amount being applied to future ROPS.
<b>3</b>	<b>Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)</b>		3			65,120		1,619,942	
<b>4</b>	<b>Retention of Available Cash Balance (Actual 06/30/22)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	146,035				90,114	8,433		The prior ROPS reserve balance of \$90,114 equals \$28,668 19/20 ROPS PPA applied to 22/23 ROPS and \$61,446 20/21 ROPS PPA applied to 23/24 ROPS. Retention of interest for amount being applied to 23/24 ROPS.
<b>5</b>	<b>ROPS 21-22 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC					No entry required		49,291	Amount reported for PPA was \$49,288 but didn't take into account \$3 used in bond funds (Col D). PPA should in fact be \$49,291.
<b>6</b>	<b>Ending Actual Available Cash Balance (06/30/22)</b>	\$-	\$52			\$-	\$-	\$-	



**Antioch**  
**Recognized Obligation Payment Schedule (ROPS 24-25) - Notes**  
**July 1, 2024 through June 30, 2025**


Item #	Notes/Comments
2	
6	
12	
18	
20	


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 12, 2023

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

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

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

**SUBJECT:** First Amendment to CSI Metrics, LLC Consulting Services Agreement for the Water Treatment Plant Information and Control Systems Assistance; P.W. 246-32

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the consulting services agreement with CSI Metrics, LLC for the Water Treatment Plant Information and Control Systems Assistance in the amount of \$82,560 for a total contract amount of \$294,720, and extending the term of the agreement to December 31, 2024, attached as Exhibit "1" to the Resolution; and
2. Authorizing the Acting City Manager or designee to execute the first amendment to the consulting services agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

The fiscal year 2023/24 Capital Improvements Budget includes adequate funding for the Water Treatment Plant Information and Control Systems Assistance ("Project") through the Water Enterprise Fund.

**DISCUSSION**

On April 15, 2022, staff solicited qualifications from four (4) consulting firms, contacted twenty plan rooms and posted on the City's website for consulting services to provide information pertaining to controls systems issues including installing, maintaining, troubleshooting, repairing and documenting a wide variety of industrial instruments which include electronic monitoring, metering, controlling and signaling devices used in the treatment and processing of drinking water. The work covers the entire industrial instrumentation and telemetry trades.

On May 5, 2022, qualifications were received from three (3) consulting firms, Telstar Instruments of Concord, CSI Metrics, LLC of Lincoln and Western States Controls of Martinez. CSI Metrics, LLC was selected to provide the services required for this project.

Staff is recommending the City Council amend CSI Metrics, LLC's Consulting Service Agreement to include improvements to the chemical feed automation and the integration of new chemical pumps to ensure that all drinking water meets State and Federal drinking water quality requirements. This amendment will increase the existing contract by \$82,560 for a total contract amount of \$294,720 and extend the term of the agreement to December 31, 2024.

### **ATTACHMENTS**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH CSI METRICS, LLC FOR THE WATER TREATMENT PLANT  
INFORMATION AND CONTROL SYSTEMS ASSISTANCE PROJECT AND  
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE FIRST  
AMENDMENT  
P.W. 246-32**

**WHEREAS**, the City has considered acquiring consulting services related to the Water Treatment Plant Information and Control Systems Assistance ("Project");

**WHEREAS**, On April 15, 2022, staff solicited qualifications from four (4) consulting firms, contacted twenty plan rooms and posted on the City's website for consulting services to provide information pertaining to controls systems issues including installing, maintaining, troubleshooting, repairing and documenting a wide variety of industrial instruments which include electronic monitoring, metering, controlling and signaling devices used in the treatment and processing of drinking water. The work covers the entire industrial instrumentation and telemetry trades;

**WHEREAS**, on May 5, 2022, qualifications were received from three (3) consulting firms, Telstar Instruments of Concord, CSI Metrics, LLC of Lincoln and Western States Controls of Martinez;

**WHEREAS**, the City selected CSI Metrics, LLC as the most qualified firm to provide the services required for this Project;

**WHEREAS**, on July 26, 2022, CSI Metrics, LLC was awarded a Consulting Services Agreement for the Water Treatment Plant Information and Control Systems Assistance in the amount of \$212,160;

**WHEREAS**, on December 12, 2023, the City Council has considered approving the first amendment to the Consulting Services Agreement with CSI Metrics, LLC to improvements to the chemical feed automation and the integration of new chemical pumps to ensure that all drinking water meets State and Federal drinking water quality requirements in the amount of \$82,560 for a total contract amount of \$294,720, and extend the term of the agreement to December 31, 2024; and

**WHEREAS**, the City Council has considered authorizing the Acting City Manager or designee to execute the first amendment with CSI Metrics, LLC.



**RESOLUTION NO. 2023/\*\***

December 12, 2023

Page 2

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

1. Approves the first amendment to the consulting services agreement with CSI Metrics, LLC in the amount of \$82,560 for a total contract amount of \$294,720 and extend the term of the agreement to December 31, 2024, in substantially the form attached as "Exhibit "1"; and
2. Authorizes the Acting City Manager or designee to execute the first amendment in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

## EXHIBIT "1"

### AMENDMENT NO. 1 TO AGREEMENT FOR THE WATER TREATMENT PLANT INFORMATION AND CONTROL SYSTEMS ASSISTANCE PROJECT P.W. 246-32

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 12<sup>th</sup> day of December 2023, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and CSI METRICS, LLC, their address is 2281 Fawndale Lane, Lincoln, CA 95648 ("Consultant").

#### RECITALS

WHEREAS, on July 26, 2022, CSI Metrics, LLC entered into an Agreement for Professional Consultant Services for the Water Treatment Plant Information and Control Systems Assistance ("Agreement") in the amount of \$212,160; and

WHEREAS, on December 12, 2023, the City Council has considered approving the first amendment to the Agreement with CSI Metrics, LLC for Professional Consultant Services in the amount of \$82,560 for a total contract amount of \$294,720, and has considered authorizing the Acting City Manager to execute the first amendment.

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

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

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

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

"The term of this Agreement shall begin on the date first noted above and shall end on **December 31, 2024**, and Consultant shall complete the work described in Exhibit A to the Agreement and Exhibit A to Amendment No. 1 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the Agreement."

3. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"CITY hereby agrees to pay Consultant a sum not to exceed \$294,720, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:

CSI METRICS, LLC

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
Tim Cooper, CEO, Owner

ATTEST:

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

APPROVED AS TO FORM:

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

A4

## EXHIBIT "A"



DATE: October 13, 2023  
TO: City of Antioch, Water Services - Operations  
RE: CSI Metrics, LLC – Chemical Pump Automation Proposal

Dear Eric,

I would like to first thank you for considering CSI Metrics, LLC for the opportunity to assist the City of Antioch in your need to automate 8 new chemical pumps (Caustic(3), Alum (3) & Flouride (2)) that will be added in 2024. Estimated time and tasks Included tasks in automation:

1. PLC programming of chemical pumps (est. 16 hrs/pump)
2. SCADA programming of chemical pumps (est. 16 hrs/pump)
3. Installation, Start-up and testing of chemical pumps as they are installed (est 16 hrs/pump)

**Cost per pump: 48 hrs @ \$215/hr = \$10,320.00**

**Total Cost (8 pumps) = \$82,560.00**

### 2024-2025 RATES SCHEDULE

Services	Hourly Rate
Project Manager	\$230.00
Senior Programmer	\$220.00
Programmer	\$200.00
Travel Rate	\$120.00

(Mileage billed at current standard rates.)

Thank you and we look forward together to achieve your goals!

Sincerely,

**Tim Cooper**

CEO / Owner, CSI Metrics, LLC





CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 12, 2023

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

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

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

**SUBJECT:** Second Amendment to the Consulting Services Agreement with Bellecci & Associates for On-Call Land Surveying Services; P.W. 700-2

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to:

1. Approve the second amendment to the Consulting Services Agreement with Bellecci & Associates for On-Call Land Surveying Services, which increases the contract by \$25,000 for a total contract amount of \$82,500; and
2. Authorize the Acting City Manager or designee to execute the second amendment to the Agreement with Bellecci & Associates, (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

**FISCAL IMPACT**

Funding for this work will be provided from various sources corresponding to the work that is performed.

**DISCUSSION**

On August 17, 2021, staff solicited qualifications from several consulting firms, contacted twenty plan rooms and posted on the City's website for On-Call Land Surveying Services.

On September 9, 2021, qualifications were received from Bellecci & Associates, BKF Engineers, Dudek, Kier & Wright, R.E.Y. Engineers, Inc., RSE Corporation and Wood Rodgers, Inc. Based on the content of the qualifications and discussions each firm had with the City and outside consulting staff, Bellecci & Associates and three other consultants were selected to provide these services.

On November 10, 2021, the City entered into an Agreement with Bellecci & Associates in the amount of \$50,000.

On February 22, 2023, the City amended the agreement with Bellecci & Associates in the amount of \$7,500 for a total amount of \$57,500 to include assistance on the Country Hills Drive Soundwall Replacement project.

Staff is recommending the City Council approve a second amendment to Bellecci & Associates' Consulting Services Agreement to increase the existing contract by \$25,000 for a total contract amount of \$82,500 for additional as-needed land surveying services.

**ATTACHMENTS**

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2023/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SECOND AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH BELLECCI & ASSOCIATES FOR ON-CALL LAND SURVEYING  
SERVICES AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE  
AMENDMENT TO THE AGREEMENT**

**WHEREAS**, on November 10, 2021, Bellecci & Associates entered into a Consulting Services Agreement in the amount of \$50,000 to provide "on-call" land surveying services;

**WHEREAS**, on February 22, 2023, the City amended the agreement with Bellecci & Associates in the amount of \$7,500 for a total amount of \$57,500 to include assistance on the Country Hills Drive Soundwall Replacement project;

**WHEREAS**, the City continues the need for "on-call" land surveying services; and

**WHEREAS**, on December 12, 2023, the City Council has considered approving the second amendment to the Consulting Services Agreement and authorizing the Acting City Manager or designee to execute the amendment to the Agreement with Bellecci & Associates to provide additional "on-call" land surveying services and increase the contract in the amount of \$25,000 for a total contract amount of \$82,500.

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

1. Approves the second amendment to the Consulting Services Agreement with Bellecci & Associates for On-Call Land Surveying Services, which increases the contract by \$25,000 for a total contract amount of \$82,500; and
2. Authorizes the Acting City Manager or designee to execute the amendment to the Consulting Services Agreement with Bellecci & Associates in substantially the form attached as Exhibit "1", in a form approved by the City Attorney.

\* \* \* \* \*

A1

**RESOLUTION NO. 2023/\*\***

December 12, 2023

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 12<sup>th</sup> day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



**EXHIBIT "1"**

**AMENDMENT NO. 2 TO AGREEMENT FOR**  
**ON-CALL LAND SURVEYING SERVICES**  
**P.W. 700-2**

**THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 12<sup>th</sup> day of December 2023, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and BELLECCI & ASSOCIATES, their address is 2290 Diamond Blvd., Suite 100, Concord, CA 94520 ("Consultant").

**R E C I T A L S**

**WHEREAS**, on November 10, 2021, City and Bellecci & Associates entered into an Agreement for On-Call Land Surveying Services ("Agreement") in the amount of \$50,000.00;

**WHEREAS**, on February 22, 2023, City amended the Agreement to increase the compensation with Bellecci & Associates for On-Call Land Surveying Services in the amount of \$7,500 bringing the total compensation to an amount not to exceed \$57,500; and

**WHEREAS**, on December 12, 2023, the City Council has considered approving the second amendment to the Agreement with Bellecci & Associates for On-Call Land Surveying Services in the amount of \$25,000 for a total contract amount of \$82,500.

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

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

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

2. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"CITY hereby agrees to pay Consultant a sum not to exceed **eighty-two thousand five hundred dollars (\$82,500)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:

BELLECCI & ASSOCIATES

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
Robert Broestl, Vice President

ATTEST:

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

APPROVED AS TO FORM:

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



EXHIBIT A

SCOPE OF SERVICE

Additional Land Surveying services City of Antioch request for additional budget

Bellecci & Associates, Inc (CONSULTANT) would like to formally request an additional budget allocation for the City of Antioch Corporation's (CLIENT'S) expressed need for additional land surveying services to ensure the successful finalization and completion of the City of Antioch's projects.

CONSULTANT has discussed with CLIENT the desired need for additional land surveying services in support of the Cities' projects which may consist of Topographic surveys, construction staking, plat and legal preparation, right of way services, record mapping and plan checking services.

The initial budget allocations for this project were made based on a set of criteria; however, it's essential to note that these criteria may not always align perfectly with the evolving needs of the project. Our commitment is to complete the work with the highest quality and efficiency possible. In light of the additional tasks outlined above, it is possible that the initial budget may be exceeded.

We want to assure you that we are committed to transparency and fiscal responsibility. We will only bill the client for the actual hours spent on these additional tasks, and any additional costs will be communicated and justified clearly. Our priority is to ensure that the project is completed to your satisfaction while adhering to your budget requirements.

If you have any questions or would like to discuss this request further, please do not hesitate to reach out to us. We are here to address any concerns and ensure that the City of Antioch projects reaches its successful conclusion.

Thank you for your continued trust in our services, and we look forward to your response.

A budget fee not to exceed is requested to complete various tasks as needed: \$25,000

If you have any questions, please contact our office.

Thank You,

Alexander Fong, PLS 9252  
Principal, Survey Manager  
Bellecci and Associates, Inc.

A handwritten signature in blue ink, appearing to read "Alexander Fong", is written over the printed name and title.

---

Concord Office:

2290 Diamond Blvd., Suite 100  
Concord, CA 94520

925 • 685 • 4569  
bellecci.com

Pleasanton Office:

7077 Koll Center Pkwy., Suite 210  
Pleasanton, CA 94566


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CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 12, 2023

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

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

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

**SUBJECT:** First Amendment to the Design Consulting Services Agreement with Bellecci & Associates for On-Call Design Engineering Services; P.W. 700-1

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to:

1. Approve the first amendment to the Design Consulting Services Agreement with Bellecci & Associates for On-Call Design Engineering Services, which increases the contract by \$46,928 for a total contract amount of \$96,428; and
2. Authorize the Acting City Manager or designee to execute the amendment to the Agreement with Bellecci & Associates (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

**FISCAL IMPACT**

The fiscal year 2023/24 Capital Improvements Budget includes \$469,347 from the General Fund for the Citywide Signage Program.

**DISCUSSION**

On August 17, 2021, staff solicited qualifications from several consulting firms, contacted twenty plan rooms and posted on the City's website for On-Call Professional Civil Engineering Design Services.

On September 9, 2021, On-Call Professional Civil Engineering Design Services qualifications were received from Woodard & Curran, BKF Engineers (BKF), Brown and Caldwell, Indigo, IMEG Corp., Atlas Technical Consultants LLC, Carollo Engineers Inc., AHTC Inc., RRM Design Group, Aftershock Geotechnical, and Borrelli and Associates Inc. Based on the content of the qualifications and discussions each firm had with the City and outside consulting staff, Bellecci & Associates along with five other consultant firms were selected to provide the services required for this project.



On November 23, 2021, the City entered into a Design Consulting Services Agreement with Bellecci & Associates in the amount of \$50,000 to provide “on-call” professional design engineering services.

Staff is recommending the City Council amend Bellecci & Associates’ On-Call Professional Civil Engineering Design Services agreement to include the preparation of construction documents and construction support for the installation of signage identified in the Citywide Signage Program. The architectural graphic design for the Citywide Signage Program was completed in 2021, however an engineered design was not developed at that time. This amendment will increase the existing contract by \$46,928 for a total contract amount of \$96,428.

#### **ATTACHMENTS**

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2023/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE DESIGN CONSULTING SERVICES  
AGREEMENT WITH BELLECCI & ASSOCIATES FOR ON-CALL DESIGN  
ENGINEERING SERVICES AND AUTHORIZING THE ACTING CITY MANAGER TO  
EXECUTE THE AMENDMENT TO THE AGREEMENT**

**WHEREAS**, on November 23, 2021, Bellecci & Associates entered into a Design Consulting Services Agreement in the amount of \$50,000 to provide "on-call" professional design engineering services;

**WHEREAS**, the City continues the need for "on-call" professional design engineering services, and to provide the foundation designs for the Citywide Signage Program, which includes preparing the construction bid documents, and bid and construction support; and

**WHEREAS**, the City Council has considered approving the first amendment to the Design Consulting Services Agreement and authorizing the Acting City Manager or designee to execute the amendment to the Agreement with Bellecci & Associates to provide additional "on-call" design engineering services and increase the contract in the amount of \$46,928 for a total contract amount of \$96,428.

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

1. Approves the first amendment to the Design Consulting Services Agreement with Bellecci & Associates to increase the contract by \$46,928 for a total contract amount of \$96,428; and
2. Authorizes the Acting City Manager or designee to execute the amendment to the Design Consulting Services Agreement with Bellecci & Associates (Exhibit "1") in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2023/\*\***

December 12, 2023

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 12<sup>th</sup> day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**EXHIBIT "1"**

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND BELLECCI & ASSOCIATES FOR  
ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES  
P.W. 700-1**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 12<sup>th</sup> day of December 2023, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and BELLECCI & ASSOCIATES, their address is 2290 Diamond Blvd., Suite 100, Concord, CA 94520 ("Consultant").

**R E C I T A L S**

**WHEREAS**, on November 10, 2021, Bellecci & Associates entered into an Agreement for On-Call Professional Engineering Design Services ("Agreement") in the amount of \$50,000; and

**WHEREAS**, on December 12, 2023, the City Council has considered the first amendment to the Agreement with Bellecci & Associates for On-Call Professional Engineering Design Services in the amount of \$46,928 for a total contract amount of \$96,928, and has considered authorizing the Acting City Manager to execute the first amendment.

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

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

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

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2. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"CITY hereby agrees to pay Consultant a sum not to exceed \$96,928, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:

BELLECCI & ASSOCIATES

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
Robert Broestl, Vice President

ATTEST:

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

APPROVED AS TO FORM:

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

A4

**EXHIBIT "A"**



September 22, 2023

Carlos Zepeda  
Deputy Public Works Director  
City of Antioch  
1201 W 4th Street  
Antioch, CA 94531

**Subject: Proposal for Design of Wayfinding Signs with Redwood Posts**

Dear Carlos:

We are pleased to submit this letter proposal to provide civil engineering design services for the above referenced project.

Per your email on, September 13, 2023, and follow-up email from Brandon Peters on, September 14, 2023, we propose to provide the foundation designs for the City's Wayfinding Sign Project. The sign layout was designed by rmsdesign and the project includes signs of varying sizes at different locations throughout the City. Each sign is constructed with redwood posts that vary in configuration. The typical sign is anchored to new concrete foundations. The design of the sign foundations and connections will be standardized for use at multiple locations. The public marina sign is anchored to the existing entry concrete walls. Our design Team includes Duquette Engineering who will be providing the structural engineering for the sign anchorage.

We propose to provide the following scope of work for the project:

- Project administration and conduct project coordination meetings.
- Provide site investigations at each of the sign sites.
- Perform lateral analysis of the signs to design the anchorage and foundations to resist the code seismic and wind loads (2022 California Building Code).
- Provide mark-up and CAD drafting of the structural drawings.
- Provide structural calculations.
- Prepare the construction bid documents.
- Provide bid and construction support.

Bellecci & Associates, Inc proposes to conduct the work for the project as outlined in this proposal for an estimated fee of \$46,928.00 to be charged on a time and materials basis. A budget breakdown, Exhibit A, is attached for your review.

If you have any questions regarding this proposal, please call me at (925) 318-2071.

Sincerely,  
**BELLECCI & ASSOCIATES, INC**

Robert Broestl, PE  
Principal

---

Concord Office:  
2290 Diamond Blvd., Suite 100  
Concord, CA 94520

925 • 685 • 4569  
bellecci.com

Pleasanton Office:  
7077 Koll Center Pkwy., Suite 210  
Pleasanton, CA 94566

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EXHIBIT A												
City of Antioch Wayfinding Signs with Redwood Posts Project												
PROJECT BUDGET ESTIMATE												
TASK #	RATE	240 Principal Engineer I	210 Professional Engineer II	164 Engineer I	150 Assistant Engineer II	130 Assistant Engineer I	106 Administration	1.1 Structural (Duquette)	Hours per Task	Direct Cost	Total Cost	
1.00	Project Coordination Meetings and Progress	8	2				2		12		\$2,552	
2.00	Detailed Site Investigation	2	6		6				14		\$2,640	
3.00	Plans, Specs, Estimate, and Contract Documents	2	24		60		2		88		\$14,732	
4.00	Structural (Duquette Engineering)	2	4					\$15,000	6		\$18,920	
5.00	Bid & Award	2	4				2		8		\$1,532	
6.00	Construction Support Services	2	6		8		2	\$2,000	18		\$5,352	
7.00	Miscellaneous Expenses (Mileage, Prints, Postage, etc.)								0	\$1,200	\$1,200	
PROJECT TOTALS		18	46	0	74	0	8	\$18,000	146	\$1,200	\$46,928	

NOTE: BREAKDOWN OF HOURS SHOWN IS FOR ESTIMATING PURPOSES ONLY. DISTRIBUTION OF HOURS WILL VARY.




Alc


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 12, 2023

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

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

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

**SUBJECT:** Fifth Amendment to the Consulting Services Agreement for Professional Services with The Gualco Group, Inc.

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the fifth amendment to the Consulting Services Agreement with The Gualco Group, Inc. for continued support related to permitting and funding activities for the Brackish Water Desalination Project in the amount of \$50,000 for a total contract amount of \$342,000 and extending the term of the agreement through December 31, 2024; and
2. Authorizing the Acting City Manager or designee to execute the fifth amendment to the Agreement with The Gualco Group, Inc. (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

**FISCAL IMPACT**

Funding for these professional services is included in the Fiscal Year 2023/24 Water Enterprise Fund.

**DISCUSSION**

Since 2017, The Gualco Group, Inc. ("Gualco") has been advising and assisting staff in obtaining funding for the Brackish Water Desalination project. Gualco has also provided support to the City during settlement discussions with the Department of Water Resources and ensuring timely release of payments by the State of California. By approving this fifth amendment to the Agreement, Gualco will continue their supporting role with State permits and Project funding activities.

**ATTACHMENTS**

A: Resolution



**ATTACHMENT "A"**

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIFTH AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT FOR PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC.  
AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE  
THE AMENDMENT TO THE AGREEMENT**

**WHEREAS**, on July 1, 2018, The Gualco Group, Inc. ("Gualco") entered into a Consulting Services Agreement ("Agreement") to advise and assist in funding opportunities for the Brackish Water Desalination Project ("Project") in the amount of \$50,000;

**WHEREAS**, on May 14, 2019, City amended the Agreement with Gualco in the amount of \$50,000 bringing the total compensation to an amount not to exceed \$100,000;

**WHEREAS**, on April 14, 2020, City amended the Agreement with Gualco in the amount of \$50,000 bringing the total compensation to an amount not to exceed \$150,000;

**WHEREAS**, on March 23, 2021, City amended the Agreement with Gualco in the amount of \$50,000 bringing the total compensation to an amount not to exceed \$200,000 and extended the contract through February 28, 2022;

**WHEREAS**, on March 8, 2022, City amended the Agreement with Gualco in the amount of \$92,000 bringing the total compensation to an amount not to exceed \$292,000 and extended the contract through December 31, 2023;

**WHEREAS**, on December 12, 2023, the City Council has considered approving the fifth amendment to the Agreement with Gualco for continued support related to permitting and funding activities for the Project and extending the contract through December 31, 2024 in the amount of \$50,000 for a total contract amount of \$342,000; and

**WHEREAS**, the City has considered authorizing the Acting City Manager to execute the fifth amendment to the Agreement with Gualco for the Project.

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

1. Approves the fifth amendment to the Consulting Services Agreement with The Gualco Group, Inc. for continued support related to permitting and funding activities for the Brackish Water Desalination Project in the amount of \$50,000 for a total contract amount of \$342,000 and extends the term of the agreement through December 31, 2024; and

A1

**RESOLUTION NO. 2023/\*\***

December 12, 2023

Page 2

2. Authorizes the Acting City Manager to execute the fifth amendment to the Agreement with The Gualco Group, Inc.(Exhibit "1") in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12<sup>th</sup> day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

## **EXHIBIT "1"**

### **AMENDMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

**THIS FIFTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 12<sup>th</sup> day of December 2023, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and THE GUALCO GROUP, INC., their address is 500 Capitol Mall, Suite 2600, Sacramento, CA 95814 ("Consultant").

#### **RECITALS**

**WHEREAS**, on July 1, 2018, The Gualco Group, Inc., entered into an Agreement for Professional Consultant Services ("Agreement") in the amount of \$50,000;

**WHEREAS**, on May 14, 2019, City amended the Agreement to increase the compensation in the amount of \$50,000 to an amount not to exceed \$100,000;

**WHEREAS**, on April 14, 2020, City amended the Agreement to increase the compensation in the amount of \$50,000 to an amount not to exceed \$150,000;

**WHEREAS**, on March 23, 2021, City amended the Agreement to increase the compensation in the amount of \$50,000 to an amount not to exceed \$200,000;

**WHEREAS**, on March 8, 2022, City amended the Agreement to increase the compensation in the amount of \$92,000 to an amount not to exceed \$292,000 and extended the term of the agreement to December 31, 2023; and

**WHEREAS**, on December 12, 2023, the City Council has considered approving the fifth amendment to the Agreement with The Gualco Group, Inc. for Professional Consultant Services in the amount of \$50,000 for a total contract amount of \$342,000, and has considered authorizing the Acting City Manager to execute the fifth amendment and extend the term of the agreement to December 31, 2024.

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

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

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4 and Exhibit A to Amendment No. 5 of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."



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

"The term of this Agreement shall begin on the date first noted above and shall end on **December 31, 2024**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4 and Exhibit A to Amendment No. 5 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the Agreement."

**3. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:**

"City hereby agrees to pay Consultant a sum not to exceed **\$342,000**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:

THE GUALCO GROUP, INC.

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
Jackson R. Gualco, President

ATTEST:

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

APPROVED AS TO FORM:

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

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## EXHIBIT "A"



### Proposal for Continued Government Relations Services

Term: Effective upon signature through December 31, 2024

Compensation: \$4,000/month with an expense ceiling not to exceed \$2,000 per annum

Scope of Services: We shall continue to advise and assist the City of Antioch related to any and all State actions related to the desalination facility and appurtenances. Timely funding from the State Water Resources Control Board, DWR, and other relevant sources will continue to be actively pursued. We will also seek funding opportunities that may come into play during deliberations on an expected climate/natural resources General Obligation bond in 2024.

NB: As outlined before, we shall not perform any work related to California WaterFix. We may perform additional work under this agreement following the City's issuance of a formal request to our Firm to perform such work and we accept in written form the City's request. All other terms agreed to in the original contract remain in force and effect.

500 CAPITOL MALL, SUITE 2600  
SACRAMENTO, CA 95814-4752

TEL (916) 441-1392  
FAX (916) 446-6003

TGG@GUALCOGROUP.COM  
WWW.GUALCOGROUP.COM

A5



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 12, 2023

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

**SUBMITTED BY:** Bret Alexander Sweet, Economic Development Program Manager *BAS*

**APPROVED BY:** Kwame P. Reed, Acting City Manager and Economic Development *KPR*  
Director

**SUBJECT:** Approval of Awards for the Small Business Resources Providers for Business Expansion Training, Technical Assistance, and Entrepreneurship Training not To Exceed \$1,500,000 in American Rescue Plan Act funding

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### **RECOMMENDED ACTION**

It is recommended that the City Council:

- Adopt a resolution approving an agreement to provide funding support of \$300,000 for Renaissance Entrepreneurship Center to provide orientations, trainings, one to one consulting and pitch events for Antioch small business owners and employees. (Attachment A1)
- Adopt a resolution approving an agreement to provide funding support of \$250,000 for Working Solutions to provide outreach, trainings, advising, technical assistance and loan capital for Antioch small business owners and employees. (Attachment A2)
- Adopt a resolution approving an agreement to provide funding support of \$171,250 for Alliance for Community Development to provide outreach, direct support, office hours, industry group, and ecosystem mapping. (Attachment A3)
- Adopt a resolution approving an agreement to provide funding support of \$171,250 for California State University East Bay Small Business Development Center to provide food entrepreneurship, eCommerce entrepreneurship, startup funding, one on one consulting for Antioch small business owners and employees. (Attachment A4)

**L**

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Agenda Item

- Adopt a resolution approving an agreement to provide funding support of \$171,250 for ESO Ventures to provide entrepreneurship training, certification, capital readiness, case management, incubation, community partnerships, workspace and networking events for Antioch small business owners and employees. (Attachment A5)
- Adopt a resolution approving an agreement to provide funding support of \$171,250 for Main Street Launch to provide lower to moderate income (LMI) commercial corridor focus, pre-loan technical assistance, one to one loan technical assistance, quarterly workshops and decrease retail leakage for Antioch small business owners and employees. (Attachment A6)
- Adopt a resolution approving an agreement to provide funding support of \$100,000 to Arroyo West to provide training, one on one consulting, access to capital, seminars, and webinars for Antioch small business owners and employees. (Attachment A7)
- Adopt a resolution approving an agreement to provide funding support of \$100,000 for Pacific Community Ventures to provide business assistance matching services, classroom technical assistance, and advisor cohorts for Antioch small business owners and employees. (Attachment A8)
- Adopt a resolution approving an agreement to provide funding support of \$50,000 for Uptima Entrepreneur Collective to provide outreach, training, advising, access to capital for Antioch small business owners and employees. (Attachment A9)

### **FISCAL IMPACT**

City Council committed \$1,500,000 in American Rescue Plan Act (“ARPA”) funds the City received to small business support. Funds must be obligated (under contract) by December 31, 2024 and spent by December 31, 2026. The proposed allocations to the providers total \$1,485,000.

### **DISCUSSION**

The 2023-24 Fiscal Year ARPA Budget includes funding for Small Business Resource Providers (“SBRP”) contracts for professional services. SBRP funding aims to bring service providers with programs for small businesses to retain and expand companies located in Antioch. These programs improve business owners’ financial outcomes and develop the systems needed to manage a successful small business. These programs, both online and in Antioch locations, include outreach, training, coaching, mentoring, advising, access to capital and certification that enhance operations. The services are provided through consulting firms, community organizations, or partnerships with educational institutions.

The RFP period opened on June 26, 2023, and applications were due July 31, 2023. The City received 11 applications for funding to support programs, projects, and services and/or programs. The Economic Development staff completed the initial proposal review

and provided a summary to the Economic Development Director. The Economic Development Director reviewed applications and made recommendations on August 4, 2023.

Staff is requesting authorization to enter into agreements with vendors (Attachment B) to provide support to existing small business within the City. The programs include small business, business expansion training, technical assistance, and entrepreneurship training. The agreements shall not to Exceed \$1,500,000 in American Rescue Plan Act funding. The providers include the following:

- Alliance For Community Development will provide outreach, direct support, office hours, industry group, and ecosystem mapping for \$171,250
- Arroyo West will provide training, one on one consulting, access to capital, seminars, and webinars for \$100,000
- California State University East Bay Small Business Development Center will provide food entrepreneurship, eCommerce entrepreneurship, startup funding, one on one consulting for \$171,250
- ESO Ventures will provide entrepreneurship training, certification, capital readiness, case management, incubation, community partnerships, workspace and mixers for \$171,250
- Main Street Launch will provide lower to moderate income (LMI) commercial corridor focus, pre-loan technical assistance, one to one loan technical assistance, quarterly workshops and decrease retail leakage for \$171,250
- Pacific Community Ventures will provide business assistance matching services, classroom technical assistance, and advisor cohorts for \$100,000
- Renaissance Entrepreneurship Center will provide orientations, trainings, one to one consulting and pitch events for \$300,000
- Uptima Entrepreneur Collective will provide outreach, training, advising, access to capital for \$50,000
- Working Solutions will provide outreach, trainings, advising, technical assistance and loan capital for \$250,000

## **ATTACHMENTS**

### **A. Resolution**

1. Renaissance Entrepreneurship Center
2. Working Solutions
3. Alliance For Community Development
4. CSUEB SBDC
5. ESO Ventures



- 6. Main Street Launch
- 7. Arroyo West
- 8. Pacific Community Ventures
- 9. Uptima Entrepreneur Collective
- B. Approved as to Form by City Attorney
- C. Request for Proposals

**RESOLUTION NO. 2023/\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AGREEMENT WITH RENAISSANCE ENTREPRENEURSHIP CENTER FOR  
BUSINESS EXPANSION TRAINING, TECHNICAL ASSISTANCE, AND  
ENTREPRENEURSHIP TRAINING NOT TO EXCEED \$300,000 IN AMERICAN  
RESCUE PLAN ACT FUNDS FOR TERMS ENDING DECEMBER 31, 2026**

**WHEREAS**, Renaissance Entrepreneurship Center, has provided small business support in the form of Business Expansion Training, Technical Assistance, and Entrepreneurship Training to cities in the East Bay for decades;

**WHEREAS**, the City Council approved American Rescue Plan Act (“ARPA”) funding for small business recovery programs. The program involves hiring small business resource provider organizations to work with small business owners and potential entrepreneurs in the City of Antioch;

**WHEREAS**, the City Council authorized staff to create a series of small business resource programs not to exceed a total of \$1,500,000. The RFP for these services was released on June 26, 2023, and nine small business resource providers were selected;

**WHEREAS**, the term of the agreement for each small business resource provider is a multi-year contract ranging thirty-six (36) months, January 1, 2024 through December 31, 2026;

**WHEREAS**, upon approval, the City will enter into an agreement with Renaissance Entrepreneurship Center not to exceed Three Hundred Thousand Dollars (\$300,000) upon the execution of the License Agreement as attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute an Agreement for Small Business Support with Renaissance Entrepreneurship Center.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**RESOLUTION NO. 2023/\_\_\_\_\_**

December 12th, 2023

Page 2 of 2

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

**RESOLUTION NO. 2023/\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AGREEMENT WITH WORKING SOLUTIONS FOR BUSINESS EXPANSION  
TRAINING, TECHNICAL ASSISTANCE, AND ENTREPRENEURSHIP TRAINING  
NOT TO EXCEED \$250,000 IN AMERICAN RESCUE PLAN ACT FUNDS FOR  
TERMS ENDING DECEMBER 31, 2026**

**WHEREAS**, Working Solutions, has provided small business support in the form of Business Expansion Training, Technical Assistance, and Entrepreneurship Training to cities in the East Bay for decades;

**WHEREAS**, the City Council approved American Rescue Plan Act (“ARPA”) funding for small business recovery programs. The program involves hiring small business resource provider organizations to work with small business owners and potential entrepreneurs in the City of Antioch;

**WHEREAS**, the City Council authorized staff to create a series of small business resource programs not to exceed a total of \$1,500,000. The RFP for these services was released on June 26, 2023, and nine small business resource providers were selected;

**WHEREAS**, the term of the agreement for each small business resource provider is a multi-year contract ranging thirty-six (36) months, January 1, 2024 through December 31, 2026;

**WHEREAS**, upon approval, the City will enter into an agreement with Working Solutions not to exceed Two Fifty Hundred Thousand Dollars (\$250,000) upon the execution of the License Agreement as attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute an Agreement for Small Business Support with Working Solutions.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**



**RESOLUTION NO. 2023/\_\_\_\_\_**

December 12th, 2023

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

**RESOLUTION NO. 2023/\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AGREEMENT WITH ALLIANCE FOR COMMUNITY DEVELOPMENT FOR  
BUSINESS EXPANSION TRAINING, TECHNICAL ASSISTANCE, AND  
ENTREPRENEURSHIP TRAINING NOT TO EXCEED \$171,250 IN AMERICAN  
RESCUE PLAN ACT FUNDS FOR TERMS ENDING DECEMBER 31, 2026**

**WHEREAS**, Alliance For Community Development, has provided small business support in the form of Business Expansion Training, Technical Assistance, and Entrepreneurship Training to cities in the East Bay for decades;

**WHEREAS**, the City Council approved American Rescue Plan Act (“ARPA”) funding for small business recovery programs. The program involves hiring small business resource provider organizations to work with small business owners and potential entrepreneurs in the City of Antioch;

**WHEREAS**, the City Council authorized staff to create a series of small business resource programs not to exceed a total of \$1,500,000. The RFP for these services was released on June 26, 2023, and nine small business resource providers were selected;

**WHEREAS**, the term of the agreement for each small business resource provider is a multi-year contract ranging thirty-six (36) months, January 1, 2024 through December 31, 2026;

**WHEREAS**, upon approval, the City will enter into an agreement with Alliance for Community Development not to exceed One Hundred Seventy-One Thousand Two Hundred Fifty Dollars (\$171,250) upon the execution of the License Agreement as attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute an Agreement for Small Business Support with Alliance For Community Development.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**RESOLUTION NO. 2023/ \_\_\_\_\_**

December 12th, 2023

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**ABSENT:**

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

**RESOLUTION NO. 2023/\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AGREEMENT WITH CALIFORNIA STATE UNIVERSITY EAST BAY SMALL  
BUSINESS DEVELOPMENT CENTER FOR BUSINESS EXPANSION TRAINING,  
TECHNICAL ASSISTANCE, AND ENTREPRENEURSHIP TRAINING NOT TO  
EXCEED \$171,250 IN AMERICAN RESCUE PLAN ACT FUNDS FOR TERMS  
ENDING DECEMBER 31, 2026**

**WHEREAS**, California State University East Bay Small Business Development Center (CSUEB SBDC), has provided small business support in the form of Business Expansion Training, Technical Assistance, and Entrepreneurship Training to cities in the East Bay for decades;

**WHEREAS**, the City Council approved American Rescue Plan Act (“ARPA”) funding for small business recovery programs. The program involves hiring small business resource provider organizations to work with small business owners and potential entrepreneurs in the City of Antioch;

**WHEREAS**, the City Council authorized staff to create a series of small business resource programs not to exceed a total of \$1,500,000. The RFP for these services was released on June 26, 2023, and nine small business resource providers were selected;

**WHEREAS**, the term of the agreement for each small business resource provider is a multi-year contract ranging thirty-six (36) months, January 1, 2024 through December 31, 2026;

**WHEREAS**, upon approval, the City will enter into an agreement with CSUEB SBDC not to exceed One Hundred Seventy One Thousand Two Hundred Fifty Dollars (\$171,250) upon the execution of the License Agreement as attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute an Agreement for Small Business Support with CSUEB SBDC.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**



**RESOLUTION NO. 2023/\_\_\_\_\_**

December 12th, 2023

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

**RESOLUTION NO. 2023/\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AGREEMENT WITH ESO VENTURES FOR BUSINESS EXPANSION TRAINING,  
TECHNICAL ASSISTANCE, AND ENTREPRENEURSHIP TRAINING NOT TO  
EXCEED \$171,250 IN AMERICAN RESCUE PLAN ACT FUNDS FOR TERMS  
ENDING DECEMBER 31, 2026**

**WHEREAS**, ESO Ventures, has provided small business support in the form of Business Expansion Training, Technical Assistance, and Entrepreneurship Training to cities in the East Bay for decades;

**WHEREAS**, the City Council approved American Rescue Plan Act (“ARPA”) funding for small business recovery programs. The program involves hiring small business resource provider organizations to work with small business owners and potential entrepreneurs in the City of Antioch;

**WHEREAS**, the City Council authorized staff to create a series of small business resource programs not to exceed a total of \$1,500,000. The RFP for these services was released on June 26, 2023, and nine small business resource providers were selected;

**WHEREAS**, the term of the agreement for each small business resource provider is a multi-year contract ranging thirty-six (36) months, January 1, 2024 through December 31, 2026;

**WHEREAS**, upon approval, the City will enter into an agreement with ESO Ventures not to exceed One Hundred Seventy One Thousand Two Hundred Fifty Dollars (\$171,250) upon the execution of the License Agreement as attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute an Agreement for Small Business Support with ESO Ventures.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**RESOLUTION NO. 2023/\_\_\_\_\_**

December 12th, 2023

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

**RESOLUTION NO. 2023/\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AGREEMENT WITH MAIN STREET LAUNCH FOR BUSINESS EXPANSION  
TRAINING, TECHNICAL ASSISTANCE, AND ENTREPRENEURSHIP TRAINING  
NOT TO EXCEED \$171,250 IN AMERICAN RESCUE PLAN ACT FUNDS FOR  
TERMS ENDING DECEMBER 31, 2026**

**WHEREAS**, Main Street Launch, has provided small business support in the form of Business Expansion Training, Technical Assistance, and Entrepreneurship Training to cities in the East Bay for decades;

**WHEREAS**, the City Council approved American Rescue Plan Act (“ARPA”) funding for small business recovery programs. The program involves hiring small business resource provider organizations to work with small business owners and potential entrepreneurs in the City of Antioch;

**WHEREAS**, the City Council authorized staff to create a series of small business resource programs not to exceed a total of \$1,500,000. The RFP for these services was released on June 26, 2023, and nine small business resource providers were selected;

**WHEREAS**, the term of the agreement for each small business resource provider is a multi-year contract ranging thirty-six (36) months, January 1, 2024 through December 31, 2026;

**WHEREAS**, upon approval, the City will enter into an agreement with Main Street Launch not to exceed One Hundred Seventy One Thousand Two Hundred Fifty Dollars (\$171,250) upon the execution of the License Agreement as attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute an Agreement for Small Business Support with Main Street Launch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**RESOLUTION NO. 2023/ \_\_\_\_\_**

December 12th, 2023

Page 2 of 2

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



**RESOLUTION NO. 2023/\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AGREEMENT WITH ARROYO WEST FOR BUSINESS EXPANSION TRAINING,  
TECHNICAL ASSISTANCE, AND ENTREPRENEURSHIP TRAINING NOT TO  
EXCEED \$100,000 IN AMERICAN RESCUE PLAN ACT FUNDS FOR TERMS  
ENDING DECEMBER 31, 2026**

**WHEREAS**, Arroyo West, has provided small business support in the form of Business Expansion Training, Technical Assistance, and Entrepreneurship Training to cities in the East Bay for decades;

**WHEREAS**, the City Council approved American Rescue Plan Act (“ARPA”) funding for small business recovery programs. The program involves hiring small business resource provider organizations to work with small business owners and potential entrepreneurs in the City of Antioch;

**WHEREAS**, the City Council authorized staff to create a series of small business resource programs not to exceed a total of \$1,500,000. The RFP for these services was released on June 26, 2023, and nine small business resource providers were selected;

**WHEREAS**, the term of the agreement for each small business resource provider is a multi-year contract ranging thirty-six (36) months, January 1, 2024 through December 31, 2026;

**WHEREAS**, upon approval, the City will enter into an agreement with Arroyo West not to exceed One Hundred Thousand Dollars (\$100,000) upon the execution of the License Agreement as attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute an Agreement for Small Business Support with Arroyo West.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**RESOLUTION NO. 2023/ \_\_\_\_\_**

December 12th, 2023

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

**RESOLUTION NO. 2023/\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AGREEMENT WITH PACIFIC COMMUNITY VENTURES FOR BUSINESS  
EXPANSION TRAINING, TECHNICAL ASSISTANCE, AND ENTREPRENEURSHIP  
TRAINING NOT TO EXCEED \$100,000 IN AMERICAN RESCUE PLAN ACT FUNDS  
FOR TERMS ENDING DECEMBER 31, 2026**

**WHEREAS**, Pacific Community Ventures, has provided small business support in the form of Business Expansion Training, Technical Assistance, and Entrepreneurship Training to cities in the East Bay for decades;

**WHEREAS**, the City Council approved American Rescue Plan Act (“ARPA”) funding for small business recovery programs. The program involves hiring small business resource provider organizations to work with small business owners and potential entrepreneurs in the City of Antioch;

**WHEREAS**, the City Council authorized staff to create a series of small business resource programs not to exceed a total of \$1,500,000. The RFP for these services was released on June 26, 2023, and nine small business resource providers were selected;

**WHEREAS**, the term of the agreement for each small business resource provider is a multi-year contract ranging thirty-six (36) months, January 1, 2024 through December 31, 2026;

**WHEREAS**, upon approval, the City will enter into an agreement with Pacific Community Ventures not to exceed One Hundred Thousand Dollars (\$100,000) upon the execution of the License Agreement as attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute an Agreement for Small Business Support with Pacific Community Ventures.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**RESOLUTION NO. 2023/\_\_\_\_\_**

December 12th, 2023

Page 2 of 2

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

**RESOLUTION NO. 2023/\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AGREEMENT WITH UPTIMA ENTREPRENEUR COLLECTIVE FOR BUSINESS  
EXPANSION TRAINING, TECHNICAL ASSISTANCE, AND ENTREPRENEURSHIP  
TRAINING NOT TO EXCEED \$50,000 IN AMERICAN RESCUE PLAN ACT FUNDS  
FOR TERMS ENDING DECEMBER 31, 2026**

**WHEREAS**, Uptima Entrepreneur Collective, has provided small business support in the form of Business Expansion Training, Technical Assistance, and Entrepreneurship Training to cities in the East Bay for decades;

**WHEREAS**, the City Council approved American Rescue Plan Act (“ARPA”) funding for small business recovery programs. The program involves hiring small business resource provider organizations to work with small business owners and potential entrepreneurs in the City of Antioch;

**WHEREAS**, the City Council authorized staff to create a series of small business resource programs not to exceed a total of \$1,500,000. The RFP for these services was released on June 26, 2023, and nine small business resource providers were selected;

**WHEREAS**, the term of the agreement is a multi-year contract ranging thirty-six (36) months, January thru December for each year 2024 thru 2026; and

**WHEREAS**, upon approval, the City will enter into an agreement with Uptima Entrepreneur Collective not to exceed Fifty Thousand Dollars (\$50,000) upon the execution of the License Agreement as attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute an Agreement for Small Business Support with Uptima Entrepreneur Collective.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**



**RESOLUTION NO. 2023/ \_\_\_\_\_**

December 12th, 2023

Page 2 of 2

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

**\*\*\*\*ATTENTION\*\*\*\*[Please complete all highlighted areas. Delete the comment boxes and this sentence in the final version. When complete, please REMOVE all highlighting and apply BOLD font to the information you have inserted in the agreement]\*\*\*\*\***

**SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND**

**[NAME OF ORGANIZATION]**

**(ARPA FUNDED)**

THIS AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and \_\_\_\_\_ with its principle place of business at \_\_\_\_\_ ("**Consultant**") as of \_\_\_\_\_, **2023**. City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

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

Consultant represents that it provides the Services within its normal business operations and provides similar services to other entities. The Parties agree and acknowledge that the City will make the final determination on eligibility for funding under the program.

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

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

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

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

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

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

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

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

## **2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City

shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City a final invoice, if all services required have been satisfactorily performed.

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

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

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

~~**2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.~~

~~Reimbursable Expenses are:~~

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

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

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

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

**SECTION 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant

and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

**4.1 Commercial General Liability (CGL).** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

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

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

**4.5.2 *Primary Coverage.*** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

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



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

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

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

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

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

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

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

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

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

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

**4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City

may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

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

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

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

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

## **SECTION 6. STATUS OF CONSULTANT.**

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

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

## **SECTION 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

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

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

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

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

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

**7.6 California Labor Code Requirements.** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and

1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

**8.6.1** Immediately terminate the Agreement;

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

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

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

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

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



pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

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

**9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

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

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

**10.9 Contract Administration.** This Agreement shall be administered by [REDACTED] ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:


Any written notice to City shall be sent to:

[INSERT DEPARTMENT/NAME]

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

City of Antioch  
P. O. Box 5007

Antioch, CA 94531-5007  
Attn: City Attorney

#### **10.11 Federal Provisions.**

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") program, will be used to fund all or a portion of this Agreement. As applicable, Consultant shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the "Act");
  - U.S. Department of the Treasury ("Treasury") Final Rule for the Act;
  - Treasury Compliance and Reporting Guidance for the Act;
  - 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;
  - Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;
- and
- Federal contract provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

**10.12 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

[Signatures on following page]

SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND

\_\_\_\_\_  
[NAME OF CONSULTANT]

(ARPA FUNDED)

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Kwame P. Reed, Acting City Manager

Attest:

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

**CONSULTANT:**

[NAME OF CONSULTANT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

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

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

EXHIBIT A  
SCOPE OF WORK



EXHIBIT B  
PAYMENT SCHEDULE

DATE	TIME (PST)	DELIVERABLE	CONTACT
<i>Dec 23 – Mar 24</i>		<i>Quarter 1 Begins</i>	
<b>Mar 31<sup>st</sup>, 2024</b>	<b>500 PM</b>	<b>23'/24' Year 1 Q1 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
April 30 <sup>th</sup> , 2024	500 PM	23'/24' Yr 1 Q1 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
April 30 <sup>th</sup> , 2024	500 PM	23'/24'Yr 1 Q1 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
Apr 24 – June 24		Yr 1 Q1 Payments Disbursed	dmerchant@antiochca.gov
<i>Apr 24 – June 24</i>		<i>Quarter 2 Begins</i>	
<b>July 31<sup>st</sup>, 2024</b>	<b>500 PM</b>	<b>23'/24' Year 1 Q2 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Aug 30 <sup>th</sup> , 2024	500 PM	23'/24' Yr 1 Q2 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Aug 30 <sup>th</sup> , 2024	500 PM	23'/24'Yr 1 Q2 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
July 24 – Sept 24		Yr 1 Q2 Payments Disbursed	dmerchant@antiochca.gov
<i>July 24 – Sept 24</i>		<i>Quarter 3 Begins</i>	
<b>Sept 30<sup>th</sup>, 2024</b>	<b>500 PM</b>	<b>23'/24' Year 1 Q3 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Oct 31 <sup>st</sup> , 2024	500 PM	23'/24' Yr 1 Q3 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Oct 31 <sup>st</sup> , 2024	500 PM	23'/24'Yr 1 Q3 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
Oct 24 – Dec 24		Yr 1 Q3 Payments Disbursed	dmerchant@antiochca.gov
<i>Oct 24 – Dec 24</i>		<i>Quarter 4 Begins</i>	
<b>Dec 29<sup>th</sup>, 2024</b>	<b>500 PM</b>	<b>23'/24' Year 1 Q4 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Jan 31 <sup>st</sup> , 2025	500 PM	23'/24' Yr 1 Q4 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Jan 31 <sup>st</sup> , 2025	500 PM	23'/24'Yr 1 Q4 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
Jan 25 – Mar 25		Yr 1 Q4 Payments Disbursed	dmerchant@antiochca.gov
<i>Jan 25 – Mar 25</i>		<i>Quarter 1 Begins</i>	
<b>Mar 31<sup>st</sup>, 2025</b>	<b>500 PM</b>	<b>24'/25' Year 2 Q1 Ends</b>	
April 30 <sup>th</sup> , 2025	500 PM	24'/25' Yr 2 Q1 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov

April 30 <sup>th</sup> , 2025	500 PM	24'/25' Yr 2 Q1 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
Apr 25 – June 25		Yr 2 Q1 Payments Disbursed	dmerchant@antiochca.gov
<i>Apr 25 – June 25</i>		<i>Quarter 2 Begins</i>	
<b>July 31<sup>st</sup>, 2025</b>	<b>500 PM</b>	<b>24'/25' Year 2 Q2 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Aug 30 <sup>th</sup> , 2025	500 PM	24'/25' Yr 2 Q2 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Aug 30 <sup>th</sup> , 2025	500 PM	24'/25' Yr 2 Q2 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
July 25 – Sept 25		Yr 2 Q2 Payments Disbursed	dmerchant@antiochca.gov
<b>Sept 30<sup>th</sup>, 2025</b>	<b>500 PM</b>	<b>24'/25' Year 2 Q3 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Oct 31 <sup>st</sup> , 2025	500 PM	24'/25' Yr 2 Q3 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Oct 31 <sup>st</sup> , 2025	500 PM	24'/25' Yr 2 Q3 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
Oct 25 – Dec 25		Yr 2 Q3 Payments Disbursed	dmerchant@antiochca.gov
<i>Oct 25 – Dec 25</i>		<i>Quarter 4 Begins</i>	
<b>Dec 27<sup>th</sup>, 2025</b>	<b>500 PM</b>	<b>24'/25' Year 2 Q4 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Jan 31 <sup>st</sup> , 2026	500 PM	24'/25' Yr 2 Q4 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Jan 31 <sup>st</sup> , 2026	500 PM	24'/25' Yr 2 Q4 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
Jan 26 – Mar 26		Yr 2 Q4 Payments Disbursed	dmerchant@antiochca.gov
<i>Jan 26 – Mar 26</i>		<i>Quarter 1 Begins</i>	
<b>Mar 31<sup>st</sup>, 2026</b>	<b>500 PM</b>	<b>25'/26' Year 3 Q1 Ends</b>	
April 30 <sup>th</sup> , 2026	500 PM	25'/26' Yr 3 Q1 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
April 30 <sup>th</sup> , 2026	500 PM	23'/24' Yr 3 Q1 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
Apr 26 – June 26		Yr 3 Q1 Payments Disbursed	dmerchant@antiochca.gov
<i>Apr 26 – June 26</i>		<i>Quarter 2 Begins</i>	
<b>July 31<sup>st</sup>, 2026</b>	<b>500 PM</b>	<b>25'/26' Year 3 Q2 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Aug 30 <sup>th</sup> , 2026	500 PM	25'/26' Yr 3 Q2 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Aug 30 <sup>th</sup> , 2026	500 PM	25'/26' Yr 3 Q2 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
July 26 – Sept 26		Yr 3 Q2 Payments Disbursed	dmerchant@antiochca.gov
<b>Sept 30<sup>th</sup>, 2026</b>	<b>500 PM</b>	<b>25'/26' Yr 3 Q3 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
Oct 31 <sup>st</sup> , 2026	500 PM	25'/26' Yr 2 Q3 Progress Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov

Oct 31 <sup>st</sup> , 2026	500 PM	25'/26' Yr 3 Q3 Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
Oct 26 – Dec 26		Yr 3 Q3 Payments Disbursed	dmerchant@antiochca.gov
<i>Oct 26 – Dec 26</i>		<i>Quarter 4 Begins</i>	
<b>Dec 28<sup>th</sup>, 2026</b>	<b>500 PM</b>	<b>25'/26' Year 2 Q4 Ends</b>	econdevelopment@antiochca.gov cc: creed@antiochca.gov
<b>Dec 28<sup>th</sup>, 2026</b>	500 PM	Final Summary Report Due	econdevelopment@antiochca.gov cc: creed@antiochca.gov
<b>Dec 28<sup>th</sup>, 2026</b>	500 PM	Final Invoice Period Ends	econdevelopment@antiochca.gov cc: dmerchant@antiochca.gov
<b>Dec 28<sup>th</sup>, 2026</b>		Final Invoice Payments Disbursed	dmerchant@antiochca.gov

## EXHIBIT C

### ARPA TERMS AND CONDITIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit C.

**1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a “federal assisted construction contract” in 41 CFR § 60-1.3, Consultant agrees as follows during the performance of this Agreement:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(iv) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.



The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Consultant must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency..

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(I) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(a) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

### **3. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

(a) Maintenance of and Access to Records. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic and otherwise) of the Consultant which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Consultant for a period of five (5) years after completion of the Project.

(b) Compliance with Federal Regulations. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.



(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Consultant agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Consultant understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

- Congress;
- (1) A member of Congress or a representative of a committee of Congress;
  - (2) An Inspector General;
  - (3) The Government Accountability Office;
  - (4) A Treasury employee responsible for contract or grant oversight or management;
  - (5) An authorized official of the Department of Justice or other law enforcement agency;
  - (6) A court or grand jury; or
  - (7) A management official or other employee of Consultant, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(f) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(g) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

(h) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Consultant understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Consultant shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Consultant agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees and assignees for the period in which such assistance is provided.

(v) Consultant agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant and the Consultant's subcontractors, successors, transferees and assignees:

*The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).*

(vi) Consultant understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Consultant, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Consultant for the period during which it retains ownership or possession of the property.

(vii) Consultant shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Consultant shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Consultant shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Consultant must also inform the Department of the Treasury if Consultant has received no complaints under Title VI.

(ix) Consultant must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Consultant and the administrative agency that made the finding. If the Consultant settles a case or matter alleging such

discrimination, Consultant must provide documentation of the settlement. If Consultant has not been the subject of any court or administrative agency finding of discrimination, please so state.

(x) If Consultant makes sub-awards to other agencies or other entities, Consultant is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.



**REQUEST FOR PROPOSAL:**

Assistance to Small Businesses  
Impacted by COVID-19

**PROPOSAL DUE DATE:**

**Monday, July 31st , 2023 by 3:00 p.m.**



**CITY OF ANTIOCH**  
**REQUEST FOR QUALIFICATIONS**  
**Small Business Assistance**

<b>RELEASE DATE</b>	Monday, June 26th, 2023 by 3:00 p.m.
<b>CLOSING DATE</b>	Monday, July 31st, 2023 by 3:00 p.m.
<b>CONTACT</b>	Bret Alexander Sweet Economic Development Program Manager (925) 779-6168 <a href="mailto:bsweet@antiochca.gov">bsweet@antiochca.gov</a>

## **NOTICE TO BIDDERS**

Proposals can be emailed ([kreed@antiochca.gov](mailto:kreed@antiochca.gov)) or delivered to the Economic Development Department by Monday, July 31, 2023 at 3:00 p.m. Late bids will not be accepted. The City of Antioch reserves the right to award or reject bids in part or in whole and on any basis that it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website, <https://antiochca.gov/rfps/>, it is the vendor's responsibility to check back with the website for any addenda that may have been issued, prior to the proposal due date.

## I. OVERVIEW

The City of Antioch is seeking proposals from qualified community-based providers to provide assistance to small businesses through eligible avenues of assistance, as described below. The goal of the program is to provide impacted and disproportionately impacted small businesses with recovery from the widespread challenges faced as a result of the COVID-19 pandemic.

Anticipated Number of Awards: Up to 8

Amount: Total amount of funding under this program is \$1.5 million. Applicants may propose budgets up to \$500,000 to cover 3-4 years of service (ending December 30, 2026).

Expected Start Date: Fall 2023

## II. BACKGROUND

### About the City of Antioch

The City of Antioch has a burgeoning population of professionals, a variety of housing, endless outdoor activities and thriving business hubs. Antioch is not only the second largest city in Contra Costa County with a population of over 115,442 residents, but it is also one of the oldest cities in California. The area was originally settled in the late summer of 1850 and incorporated as a city in 1872. Antioch has a long rich history that continues to be filled with *Opportunity* for those fortunate to call it home.

- Population: 115,442+
- Number of Households: 34,000+
- Median Household Income: \$81,000
- Education: 32% of residents have Associate's, Bachelor's, Graduate, or Professional degrees

Antioch provides residents and visitors with the *Opportunity* to enjoy the San Joaquin River, many hiking trails, biking the foothills of Mt. Diablo and everything else in between. Antioch is 30.16 square miles. The City is comprised of a vast array of housing and business areas that range in age from 1872 to yesterday. There are approximately 3,300 businesses in Antioch including traditional brick and mortar as well as home-based businesses.

The City of Antioch has received Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the U.S. Department of the Treasury's American Rescue Plan Act (ARPA) funds to support the City of Antioch's response to and recovery from the COVID-19 public health emergency. On March 22, 2022, the Antioch City Council earmarked \$1.5 million of the funds towards small business assistance.

## **Impact of COVID-19 on Small Businesses**

The City of Antioch recognizes that small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, and/or increased costs. It is also recognized that there was a disproportionate impact on businesses where pre-existing disparities have compounded the pandemic's effects.

PolicyLink, a national research and action institute dedicated to advancing economic and social equity, issued a report titled *10 Strategies for Advancing Racial Equity through the American Rescue Plan* which included a recommendation to "Stabilize and Grow Businesses Owned by People of Color and Immigrants." As the report stated, "COVID-19 devastated many small businesses, and disproportionately those owned by people of color and immigrants. Because of systemic inequities in access to capital and business services, entrepreneurs of color are more concentrated in sectors like retail, restaurants, childcare, and other services that have lower capitalization requirements - the same sectors that were most impacted by stay-at-home orders and social distancing. Between February and April 2020, the number of Black-owned businesses dropped 41%, followed by immigrant-owned businesses at 36%, Latinx-owned businesses at 32%, Asian-owned businesses at 26%, and White-owned businesses at 17%."<sup>1</sup>

This RFP seeks a qualified community-based provider to support eligible small businesses in the City of Antioch by providing eligible assistance, described in detail below.

### **III. SCOPE OF SERVICES**

#### **A. Goals**

This RFP seeks to accomplish the following goals:

1. To help small businesses in the City of Antioch who have been impacted by the pandemic to stabilize and grow.
2. To help eligible impacted and disproportionately impacted small businesses through eligible assistance measures.

#### **B. Target Market**

In accordance with the US Department of Treasury's recommended use of Coronavirus State and Local Fiscal Recovery Funds (SLFRF), applicants must provide services to "small businesses" which are defined as:

- A. Have no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and

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<sup>1</sup> [https://www.policylink.org/sites/default/files/RecoveryGuide-LJ-2021\\_050621c.pdf](https://www.policylink.org/sites/default/files/RecoveryGuide-LJ-2021_050621c.pdf)

- B. Are a small business concern as defined in section 3 of the Small Business Act 8 (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

In addition to the above requirements, the small business shall be either impacted or disproportionately impacted:

Impacted Small Business

- i. Decreased revenue or gross receipts;
- ii. Financial insecurity;
- iii. Increased costs;
- iv. Capacity to weather financial hardship;
- v. Challenges covering payroll, rent or mortgage, and other operating costs.

Disproportionately Impacted Small Business

- i. Small businesses operating in Qualified Census Tracts.

**C. Activities**

The following activities are being sought by the City. An Applicant can specialize in one, some, or all of the following activities, which must be free to the participant:

- **Small Business Training** including but not limited to: business planning, financial management, graphic design, marketing and communications, human resources, legal services, technology solutions, and real estate/property services.
- **One on One Consulting** including but not limited to: evaluating and adopting new technology, designing appropriate marketing solutions, setting up bookkeeping and accounting systems, managing employees, building financial skills, and other small business management topics.
- **Access to Capital** including but not limited to: helping businesses identify lenders and other sources of capital, prepare financial documentation, and complete applications for relevant grants and loans.
- **Other Activities** can include: development and oversight of business incubators, networking and mentorship opportunities, online marketplaces to sell products and services, and other activities designed to support small business growth.
- **Architecture and Space Design** of commercial properties, storefront improvements, and façade improvements. Only available to disproportionately impacted small businesses.



- **Disaster Preparedness & Resiliency Planning** for flooding, fires, pandemics, and active shooters.
- **Technical Assistance, Business Incubators, and Grants** for start-up or expansion costs for small businesses. Only available to disproportionately impacted small businesses.
- **Support for Microbusinesses** including financial, childcare, and transportation costs. Only available to disproportionately impacted small businesses.

#### **Not Eligible**

- Broker Services
- Diversity, Equity and Inclusion Training

#### **IV. Minimum Qualifications**

- A. Applicants can be a nonprofit 501(c)(3), for profit or social enterprise entity eligible to do business with the City of Antioch.
- B. Applicants must have at least three (3) years of previous experience working with small business owners, especially lower-income individuals, people of color, immigrants and other historically underserved and/or disadvantaged populations.

#### **V. PROPOSAL REQUIREMENTS**

Proposals should include the following information:

- A. **Organizational Experience:** Describe the applicant's history, services, target market, and prior outcomes related to helping small businesses launch, stabilize and grow. Applicants should also describe their understanding of the challenges and barriers that business owners experienced during the peak of COVID-19 and the ability to navigate the local small business resource landscape.
- B. **Target Businesses:** Describe how you will promote the small business support program to eligible small businesses in the City and your experience doing previous similar outreach and support.
- C. **Proposed Activities and Outcomes:** Describe the programs and services that you will deliver, including intended outcomes, to meet the RFP's goals and activities as described in the Scope of Services.

- D. **Community Partnerships:** Describe how you will collaborate with existing community service providers to support the target population and accomplish the proposed activities and outcomes.
- E. **Staffing:** Describe your staffing plan including names, titles and relevant qualifications.
- F. **Timeline:** Include all major milestones and target dates, as appropriate.
- G. **Budget:** Include a spreadsheet, which provides line-item expenses along with descriptions if necessary to accomplish the proposed activities and outcomes. No more than 15% of the total budget may be allocated to overhead/administrative expenses.
- H. **References:** Provide up to three Letters of Support or Letters of Reference from community-based organizations or participants who have benefitted from the Applicant's services.

## VI. SELECTION PROCESS

The Economic Development Director may appoint a selection committee to review the responses and perform the evaluation. The information in each proposal will be reviewed and evaluated based the following criteria:

Evaluation Criteria	
Proposal reflects understanding of the City's goals and objectives; proposal is complete in its responses to all RFP elements	15%
Proposed Program Model, including service delivery approach, staffing model, and alignment with recognized effective practices	25%
Relevant qualifications and experience, including demonstrated program outcomes and experience with target small businesses	25%
Cost of proposed services and ability of applicant to leverage in-kind or public/private funding resources	20%
Regional reputation and references	15%

## VII. TERMINATION

Each grantee will be evaluated by the Economic Development department based on its performance in relation to the program's objectives and its specific area of responsibility. In the event of a substantial breach, the Economic Development department retains the right to end

the contract. For the purposes of the Program, a material breach may include, but not be limited to:

- Failure to adhere to set Program deadlines, including failure to submit reports on time.
- Failure to comply with metric reporting regulations.
- Failure to follow the rules for narrative reporting.
- Failure to comply with record-keeping or financial reporting obligations.
- Failure to comply with the scope of work specified in the contract.
- Not getting in touch with the Economic Development department in a timely manner.
- Failure to expend money as specified in the grant agreement promptly.

In the event of termination, the City Of Antioch is only required to reimburse the recipient for all allowable and unavoidable costs reasonably incurred by the recipient in carrying out its obligations under the agreement as of the terminating event's effective date or during any other period designated by the parties to permit project closeout activities, as determined appropriate by the Economic Development department. The Economic Development department must be notified via email at [econdevelopment@antiochca.gov](mailto:econdevelopment@antiochca.gov) within 48 hours if a recipient has received notice from a federal or private funding partner that the cooperative agreement is about to expire or that the recipient's operations are being put on probation. Future eligibility may be impacted by failure to notify the City Of Antioch.

#### Amendments

This one-time ARPA related project prohibits modifications. Under the terms of this particular ARPA related project no extensions will be granted.

### **VIII. REPORTING**

The submission of accurate and comprehensive performance reports as well as financial reports is the responsibility of authorized representatives of the Grantee. Authorized Representatives are in charge of obtaining accurate and comprehensive performance reports from sub-recipients where applicable. All required reports must be submitted to the Economic Development department by the Authorized Representative after being examined and accepted. Reports will be sent to the Economic Development department grant administrators via email.

The grantees' reports, or portions thereof, may be made available to the public. Within forty-five (45) calendar days following the start of the first billing month, or no later than June 15, 2022, Recipients shall provide a performance report to The Economic Development department via email. Within forty-five (45) days after the project's conclusion, or by no later than June 15, 2023, a second report will be necessary. The recipient is required to provide the Economic Development department a final report that includes the research results and any related marketing materials.

As part of the application, the recipient must suggest additional reporting milestones, such as interim reports and/or updates to the Economic Development department. The Economic Development department will decide on the precise and comprehensive reporting schedule and share it with the recipient.

The Economic Development department may withhold payment for the following:

- reports are not submitted on time
- Reports are found to be insufficient
- Reports are found to be incomplete,

Future eligibility for The Economic Development department grant funding may be impacted by late reporting. The Economic Development department maintains the right to audit data presented in performance reports by requesting further documentation, conducting on-site visits, speaking with clients served, or confirming other data as necessary to confirm the data in the performance report.

## IX. OUTCOMES

### Narratives

The narrative report must be written in Calibri style 12 font in Microsoft Word. An additional report that summarizes the information in the narrative report can be created in PowerPoint format.

### Financial Reporting

The following information will be included in the financial report template together with the invoice template:

Description of non-labor expenses, research and marketing costs, reimbursement timeframes, and a signature from an authorized representative attesting to the accuracy of the information

### Outcomes Reporting

The work completed, the results obtained, the advancement made in relation to the Special Project grant submission plan, and the justification of the cost categories billed must all be detailed in the performance narrative. For instance, if 80 hours were billed to marketing, we would anticipate a detailed description of the work involved (e.g., did staff establish a marketing strategy or carry out a social media campaign aimed at underrepresented businesses) to be provided. If research expenses were incurred, please describe the nature of the study as well as any pertinent findings and effects. Please also explain how the provider was able to focus outreach and marketing efforts on Antioch businesses and entrepreneurs achieve its objectives. The state of Antioch's small businesses should be examined, with an emphasis on how the COVID-19 Pandemic and COVID-19 have affected them. For definitions of activities and outcomes reporting please reference **Exhibit A**. The Economic Development department frames performance around econometrics such as:

1. Total amount of Training Sessions
2. Total amount of Clients Trained
3. Total amount of New Clients Trained
4. Total amount of Unique Clients Trained
5. Total amount of Consultation Sessions
6. Total amount of Clients Consulted
7. Total amount of New Business Owners Consulted
8. Total amount of Unique Business Owners Consulted
9. Total amount of Current Business Owners Consulted
10. Total amount of Businesses Started
11. Total amount of Businesses Closed
12. Total amount of Businesses Sustained
13. Total amount of Full Time Jobs Created
14. Total amount of Part Time Jobs Created
15. Total Dollar Amount Increase In Sales
16. Total Amount of New Customers
17. Total Amount of New Contracts
18. Total Amount Of Loans
19. Total Dollar Amount of Loans
20. Total Amount Of Debt Paid Off
21. Total Dollar Amount of Equity Capital

Organizations are encouraged to include social metrics so long as they can be backed with verified evidence. Examples may include but are not limited to:

# of new bank accounts per family

% of debt reduction per family

The final study output ought to provide a foundation for future work on equity and disaster resilience within the ecosystem of small company technical assistance as well as work on equity and disaster resilience carried out by the Economic Development department of the City of Antioch.

## SCHEDULE

QUARTER	PROGRAM PERIOD	TIME FRAME	YEAR
1	September 4 2023 – December 31 2023	2023 - 2024	1
2	January 1 2024 – March 31 2024	2023 - 2024	1
3	April 1 2024 – June 30 2024	2023 - 2024	1
4	July 1 2024 – September 30 2024	2023 - 2024	1
1	October 1 2024 – December 31 2024	2024 - 2025	2
2	January 1 2025 – March 31 2025	2024 - 2025	2

3	April 1 2025 – June 30 2025	2024 - 2025	2
4	July 1 2025 – September 30 2025	2024 - 2025	2
1	October 1 2025 – December 31 2025	2025 - 2026	3
2	January 1 2026 – March 31 2026	2025 - 2026	3
3	April 1 2026 – June 30 2026	2025 - 2026	3
4	July 1 2026 – September 30 2026	2025 - 2026	3

Reports that contain insufficient statements are incomplete.

### Documentation

Grantees are required to keep full financial, programmatic, legal compliance audits and examinations of performance in the Program for up to five fiscal years in order to receive reimbursements and to assist these audits and examinations. Funds must also be linked to the program for which they were allocated. Grantees shall make such records available to the Economic Department upon request. A spreadsheet used by the host organization and subrecipient organizations (i.e. subcontracted small business resource providers and subcontracted contractors to reconcile financial bills and disbursement journals

- Support for all charges under the Grant Agreement, including canceled checks, vendor invoices, disbursement ledger, and journal entries.
- The reimbursement invoices for expenses supplied by the subcontracted Service Centers, along with any relevant supporting records (such as disbursement ledgers or a comparison of actual and planned spending);
- Payroll data for workers whose salaries are deducted from the grant agreement. The required standard must be upheld by the recipients and subrecipients for the full-time and part-time staff members assigned to the program. This might comprise, but isn't limited to, activity reports, appointment letters or contracts, performance reviews, and payroll journals.
- Timesheet with backup

### Program Evaluation and Assessment

The Economic Development department will keep track of grantees' progress. Regularly reviewing performance and financial report data will be part of this monitoring. A check of client files, client fees, training, marketing and administrative invoices, cost-share obligations, and general operations are just a few of the possible inquiries and program assessments that the Economic Development may do to confirm performance. Reviews of programs can be done on-site or remotely. By speaking with the customers who received support from a Center, the Economic Development department may further examine claimed business aid. No later than five working days prior to the program evaluation, staff will provide instructions and notify Grantees by email if they have been chosen for a program review.



Between program evaluations, the Economic Development department is not tasked with monitoring a Grantee's performance. Additionally, the Economic Development department disclaims responsibility for any information that is.

## X. TIMELINE

DATE	TIME (PST)	DELIVERABLE	CONTACT
June 26 <sup>th</sup> , 2023	900 AM	Program Announcement Release	
July 3 <sup>rd</sup> , 2023	500 PM	Letter Of Intent To Apply Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
July 31 <sup>st</sup> , 2023	500 PM	Grant Application Deadline	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
Aug 14 <sup>th</sup> - 25 <sup>th</sup> 2023		Electronic Notice Of Award	
Aug 14 <sup>th</sup> - 25 <sup>th</sup> 2023		Grant Agreements sent to Awardees	
Aug 28 <sup>th</sup> , 2023	900 AM	Grant Program Marketing Initiates	
Sept 14 <sup>th</sup> , 2023	900 AM	Program Implementation Initiates	
<b>Dec 31<sup>st</sup>, 2023</b>	<b>500 PM</b>	<b>23'/24' Year 1 Q1 Ends</b>	
Jan 31 <sup>st</sup> , 2023	500 PM	23'/24' Yr1 Q1 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
Jan 31 <sup>st</sup> , 2023	500 PM	23'/24' Yr1 Q1 Invoice Due	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>Mar 31<sup>st</sup>, 2024</b>	<b>500 PM</b>	<b>23'/24' Year 1 Q2 Ends</b>	
April 30 <sup>th</sup> , 2024	500 PM	23'/24' Yr 1 Q2 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
April 30 <sup>th</sup> , 2024	500 PM	23'/24'Yr 1 Q2 Invoice Period Ends	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>June 30<sup>th</sup>, 2024</b>	<b>500 PM</b>	<b>23'/24' Year 1 Q3 Ends</b>	
July 31 <sup>st</sup> , 2024	500 PM	23'/24' Yr 1 Q3 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
July 31 <sup>st</sup> , 2024	500 PM	23'/24' Yr 1 Q3 Invoice Period Ends	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>Sept 30<sup>th</sup>, 2024</b>	<b>500 PM</b>	<b>23'/24' Year 1 Q4 Ends</b>	
Oct 31 <sup>st</sup> , 2024	500 PM	23'/24' Yr 1 Q4 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
Oct 31 <sup>st</sup> , 2024	500 PM	23'/24' Yr 1 Q4 Invoice Period Ends	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>Dec 31<sup>st</sup>, 2024</b>	<b>500 PM</b>	<b>24'/25' Year 2 Q1 Ends</b>	
Jan 31 <sup>st</sup> , 2025	500 PM	24'/25' Yr 2 Q1 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
Jan 31 <sup>st</sup> , 2025	500 PM	24'/25' Yr 2 Q1 Invoice Period Ends	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>Mar 31<sup>st</sup>, 2025</b>	<b>500 PM</b>	<b>24'/25' Year 2 Q2 Ends</b>	
April 30 <sup>th</sup> , 2025	500 PM	24'/25' Yr 2 Q2 Progress Report Due	econdevelopment@antiochca.gov

			cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
April 30 <sup>th</sup> , 2025	500 PM	24'/25' Yr 2 Q2 Invoice Period Ends	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>June 30<sup>th</sup>, 2025</b>	<b>500 PM</b>	<b>24'/25' Year 2 Q3 Ends</b>	
July 31 <sup>st</sup> , 2025	500 PM	23'/24' Yr 2 Q3 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
July 31 <sup>st</sup> , 2025	500 PM	23'/24' Yr 2 Q3 Invoice Period Ends	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>Sept 30<sup>th</sup>, 2025</b>	<b>500 PM</b>	<b>24'/25' Year 2 Q4 Ends</b>	
Oct 31 <sup>st</sup> , 2025	500 PM	24'/25' Yr 2 Q4 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
Oct 31 <sup>st</sup> , 2025	500 PM	24'/25' Yr 2 Q4 Invoice Period Ends	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>Dec 31<sup>st</sup>, 2025</b>	<b>500 PM</b>	<b>25'/26' Year 3 Q1 Ends</b>	
Jan 31 <sup>st</sup> , 2026	500 PM	25'/26' Yr 3 Q1 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
Jan 31 <sup>st</sup> , 2026	500 PM	25'/26' Yr 3 Q1 Invoice Due	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>Mar 31<sup>st</sup>, 2026</b>	<b>500 PM</b>	<b>25'/26' Year 3 Q2 Ends</b>	
April 30 <sup>th</sup> , 2026	500 PM	25'/26' Yr 3 Q2 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
April 30 <sup>th</sup> , 2026	500 PM	24'/25' Yr 3 Q2 Invoice Period Ends	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>June 30<sup>th</sup>, 2026</b>	<b>500 PM</b>	<b>25'/26' Year 3 Q3 Ends</b>	
July 31 <sup>st</sup> , 2026	500 PM	25'/26' Yr 3 Q3 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
July 31 <sup>st</sup> , 2026	500 PM	25'/26' Yr 3 Q3 Invoice Period Ends	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
<b>Sept 30<sup>th</sup>, 2026</b>	<b>500 PM</b>	<b>25'/26' Year 3 Q4 Ends</b>	
Oct 31 <sup>st</sup> , 2026	500 PM	25'/26' Yr 3 Q4 Progress Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>
Oct 31 <sup>st</sup> , 2026	500 PM	25'/26' Yr 3 Q4 Invoice Due	econdevelopment@antiochca.gov cc: <a href="mailto:dmerchant@antiochca.gov">dmerchant@antiochca.gov</a>
Dec 31 <sup>st</sup> , 2026	500 PM	Final Summary Report Due	econdevelopment@antiochca.gov cc: <a href="mailto:kreed@antiochca.gov">kreed@antiochca.gov</a>

## VII. PROPOSAL SUBMISSION INFORMATION

- A. Inquiries concerning the RFP must be submitted via email to Kwame P. Reed, Economic Development Director, at the following email address: [kreed@antiochca.gov](mailto:kreed@antiochca.gov).
- B. Responses will not be made to telephone inquiries.
- C. Letter of Intent (LOI):

- D. Proposal/Bid Submittal: An original and three copies of complete proposals are required. The original must be clearly marked and contain original signatures and must be easily reproducible. Failure to clearly mark the original and provide original signatures will result in a proposal being found non-responsive and given no consideration. The Proposal/Bid should be submitted no later than 3:00pm on Monday, **July 31st, 2023** to:

**Mailing address:**

City of Antioch Economic Development Director  
Department P.O. Box 5007  
Antioch, CA 94531-5007

**Delivery Address:**

City of Antioch Economic Development Director  
Department 200 H St  
Antioch, CA 94509

- E. The City reserves the right to reject any and all proposals/bids submitted, to request clarifications of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal/bid. Finalist entities may be asked to present their qualifications to the Economic Development Director. Following proposal/bid evaluations, interviews and reference calls, the Economic Development Director will recommend the award of contract to the Antioch City Council. The decision to award the contract is at the City Council's sole discretion at a public meeting.
- F. The City reserves the right to cancel the awarded contract with a 30-day written notice for non-compliance of agreed upon proposed specifications.
- G. The entity chosen by the City will be required to obtain a City business license prior to starting services.
- H. The entity chosen by the City will be required to execute an Agreement that has been prepared by the City. A sample agreement is included as Exhibit A and is subject to final review and approval by the City.

## **Exhibit A**

### DEFINITIONS

1. New = business owners who are directed to the training or consulting organization, register their details to begin services; and were not Current clients at the date of registration
2. Unique = business owner trained or consulted with a program year. This metric resets with the beginning of a new program year
3. Current = business owner trained or consulted who experienced previous registration with training or consulting organization
4. Business Start = A startup business with a business license from the city of Antioch
5. Business Sustained = An existing with a business license in the city of Antioch, reportable gross receipts (sales), reportable number of employees (full and part time)
6. Full Time Job - a full-time employee is, for a calendar month, an employee employed on average at least 30 hours of service per week, or 130 hours of service per month
7. Part Time Job = a part-time employee is usually considered as working fewer than 35 hours, or 30 hours, per week
8. New Customers = new buyers to cash based or cash accounting-based businesses
9. New Contracts = new buyers to invoice based or accrual accounting-based businesses



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 12, 2023

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director *AEC*

**APPROVED BY:** Kwame P. Reed, Acting City Manager

**SUBJECT:** Renaming the Class Specification Entitled "Accounting Technician II" to "Accounting Specialist II"

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution renaming the "Accounting Technician II" class specification to "Accounting Specialist II".

### **FISCAL IMPACT**

There is no fiscal impact from changing the job title. The salary will remain the same and continue to be in the Confidential Bargaining Unit.

### **DISCUSSION**

Staff recommends changing the title of the Accounting Technician II position that is in the Finance Department and assigned to the Confidential Bargaining Unit to Accounting Specialist II. This position performs a variety of technical accounting and financial record keeping and reporting in support of payroll, accounts payable and accounting. A "Specialist" rather than a "Technician" more accurately describes the level of duties and job knowledge required for the position. This action will only change the job title. The salary range and bargaining unit will not change.

### **ATTACHMENTS**

- A. Resolution
  - Exhibit 1 to Resolution – Accounting Specialist II Class Specification

**ATTACHMENT A**

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE RENAMING OF THE CLASS SPECIFICATION ENTITLED  
“ACCOUNTING TECHNCIAN II” TO “ACCOUNTING SPECIALIST II”**

**WHEREAS**, the City has an interest in the effective and efficient management of the classification plan;

**WHEREAS**, the City recognizes the importance of having classification titles that accurately represent job duties and skills required;

**WHEREAS**, the title of Accounting Specialist II is more appropriate for the existing Accounting Technician II classification;

**WHEREAS**, the monthly salary range for the position will remain the same; and

**WHEREAS**, the Confidential Bargaining Unit has reviewed and approved the Class Specification title change as attached in Exhibit 1.

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

**Section 1.** The Class Specification for the classification of Accounting Technician II in the Confidential Bargaining Unit is hereby approved to be renamed “Accounting Specialist II” in the City of Antioch Employees’ Classification System.

\* \* \* \* \*

**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 12<sup>th</sup> day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## **ACCOUNTING TECHNICIAN SPECIALIST II**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

### **SUMMARY DESCRIPTION**

Under general supervision, performs a wide variety of responsible technical accounting and financial record keeping and reporting duties in support of assigned accounting system, function, or program area; prepares, processes, maintains, and verifies financial/accounting and statistical documents and records; prepares various reports and statements; provides information and assistance to the general public and City departments; and performs a variety of technical tasks relative to assigned area of responsibility.

### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Perform a variety of responsible technical accounting and financial office support duties in support of assigned accounting system, function, or program area including in the areas of payroll, accounts payable, and other areas of accounting.
2. Prepare, maintain, and/or verify a variety of accounting, financial, and statistical records, ledgers, logs, and files; gather, assemble, tabulate, enter, check, verify, balance, adjust, record, and file financial data; code data according to prescribed accounting procedures; review information to ensure accurate reporting; resolve discrepancies; establish and maintain various files and records.
3. Utilize various computer programs; enter and maintain data; post information to ledgers, journals, logs, and reports; generate reports from a database or in-house system; create spreadsheets and generate reports using spreadsheet software; create documents using word processing software.
4. Perform duties in support of the City's accounts payable function; receive incoming invoices for payment and review for accuracy and proper authorizations and account coding; research discrepancies; prepare batches for data entry; ensure that payments are included and processed in a timely manner.
5. Proofread and check materials for accuracy, completeness and compliance with departmental policies and regulations.
6. Process accounts payable disbursements from batches entered in current accounts payable cycle; prepare warrant listing and distribute to appropriate department; receive and input special accounts payable batches for manual checks on an as-needed basis.
7. Review employee time sheets/reports for accuracy and compliance with policies and procedures and documents results.
8. Checks and verifies time sheets/reports entries for hours worked, leave and overtime.

**CITY OF ANTIOCH**  
**ACCOUNTING TECHNICIAN Specialist II (CONTINUED)**

9. Reviews payroll accounting output, reports discrepancies and effects corrections prior to processing the payroll.
10. Prepares and distributes related payroll reports as assigned.
11. Responds to payroll inquiries from departmental staff and other City personnel.
12. Maintains knowledge of applicable sections of memoranda of understanding.
13. Reconcile and compute payments due for various benefit program providers.
14. Prepare quarterly tax reports for federal and state agencies.
15. Perform technical and complex clerical accounting duties. .
16. Perform a variety of general office support work, such as, organizing and maintaining various files, typing correspondence, reports, forms, and specialized documents.
17. Provide technical information and assistance to other City staff regarding procedures and methods; confer with City departments and individuals regarding changes and corrections; interpret and explain rules and regulations.
18. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Financial record keeping, bookkeeping and basic governmental accounting principles and practices.
- Methods and techniques of coding, verifying, balancing, and reconciling accounting records.
- Basic auditing principles and practices.
- Principles and practices used in establishing and maintaining accounting files and information retrieval systems.
- Principles and practices of fiscal, statistical, and administrative record keeping and reporting.
- Methods and techniques for basic report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Customer service techniques, practices, and principles.
- Methods and techniques of proper phone etiquette.
- Pertinent federal, state, and local laws, codes, and regulations.
- Payroll processing procedures and regulations.

**Ability to:**

- Effectively apply accounting knowledge in the performance of a variety of accounting, fiscal, and statistical record keeping duties.
- Participate in the preparation of a variety of administrative and financial reports.
- Review financial records, reports, and related documents, identify discrepancies, and resolve problems related to assigned area of responsibility.
- Implement and maintain filing systems.
- Compile a variety of information and records and exercise good judgment in maintaining information, records, and reports.
- Perform mathematical calculations quickly and accurately including to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Work independently in the absence of supervision.
- Plan and organize work to meet changing priorities and deadlines.
- Understand and apply pertinent laws, codes, and regulations as well as organization and unit rules, policies, and procedures with good judgment.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Deal successfully with employees and the public, in person and over the telephone; respond tactfully, clearly, concisely, and courteously to issues, concerns, and needs.
- Type and enter data at a speed necessary for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines**

**Education/Training:**

Equivalent to the completion of the twelfth grade supplemented by specialized or college level course work in accounting, bookkeeping, business administration or other related field.

**Experience:**

Three years of responsible bookkeeping, payroll or clerical accounting experience.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement

**CITY OF ANTIOCH**  
**ACCOUNTING TECHNICIAN Specialist II (CONTINUED)**

and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

November 2016, Revised November 2023

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 12, 2023

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

**SUBMITTED BY:** Curits Banks and Carla Violet, Urban Planning Partners  
Zoe Merideth, Acting Planning Manager ZM

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

**SUBJECT:** City of Antioch Environmental Justice Element

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution amending the General Plan to include the Environmental Justice ("EJ") Element.

### **FISCAL IMPACT**

The project is part of the Urban Planning Partners' contract that also contains the Housing Element and Safety Element Updates. The project is funded through both State grants and the City's General Fund. This project is a component of the broader General Plan update of the Housing Element and Safety Element, which is included in the Community Development ("CDD") budget. In addition to CDD's collection of fees for the Building and Planning services provided, CDD collects a General Plan Maintenance Fee on each building permit which offsets the cost of plan updates.

#### Grants:

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

#### General Fund:

- General Fund Total: \$343,838

Once adopted, City staff will spend time implementing the policies and programs.

### **DISCUSSION**

#### Introduction

Pursuant to California Senate Bill 1000 (SB 1000 [2016], also known as the Planning for Healthy Communities Act), the General Plan must address EJ in disadvantaged communities within the area covered by the General Plan. SB 1000 requires jurisdictions with disadvantaged communities to incorporate EJ objectives and policies into their

General Plans when adopting or revising two or more elements concurrently, on or after January 1, 2018. Antioch's updating of the City's Housing Element and Environmental Hazards Element (adopted by Council in January 2023) require the adoption of a new EJ Element.

The California Government Code Section 65040.12 defines EJ as "the fair treatment and meaningful participation of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations and policies." Section 65040.12 states that EJ includes, but is not limited to, the following:

1. The availability of a healthy environment for all people.
2. The deterrence, reduction, and elimination of pollution burdens for populations and communities experiencing the adverse effects of that pollution, so that the effects of the pollution are not disproportionately borne by those populations and communities.
3. Governmental entities engaging and providing technical assistance to populations and communities most impacted by pollution to promote their meaningful participation in all phases of the environmental and land use decision-making process.
4. At a minimum, the meaningful consideration of recommendations from populations and communities most impacted by pollution into environmental and land use decisions.

Disadvantaged communities are defined by the California Environmental Protection Agency (CalEPA) as areas that may be disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation; and include concentrations of lower-income individuals and sensitive populations. SB 1000 requires jurisdictions to adopt objectives and policies which seek to reduce the unique or compounded health risks in disadvantaged communities, promote civil engagement in the public decision-making process, and prioritize improvements and programs that address the needs of disadvantaged communities.

In response to feedback from the community, the EJ Element and this Staff Report refer to disadvantaged communities as "EJ Neighborhoods."

### Overview

The EJ Element is intended to be a living document that will respond to changes over time. As the EJ Neighborhoods evolve, the EJ Element will address new issues and provide solutions. This iteration of the EJ Element recognizes the needs of the EJ Neighborhoods while taking into account the City's finite financial and staffing resources. Given that the Housing Element and EJ Element overlap in certain areas, the policies in the EJ Element tie back to the Housing Element where appropriate and feasible. The final draft text of the EJ Element is included as Exhibit A to Attachment A.

The EJ Element chapters are organized as follows:

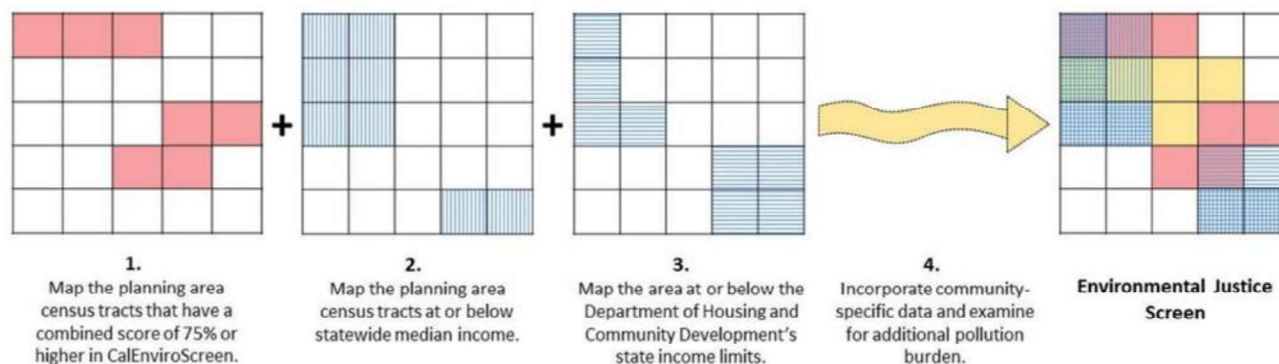
- 1. Introduction:** Provides an overview of the EJ Element purpose and process.



2. **Background:** Discusses the definition and methodology of defining EJ Neighborhoods.
3. **Demographics:** Analyzes demographic trends in EJ Neighborhoods.
4. **Civic Engagement:** Summarizes the methods and findings of the outreach effort.
5. **Pollution Exposure:** Discusses the presence and effects of environmental contaminants.
6. **Public Facilities:** Documents existing public facilities such as schools, hospitals, and parks.
7. **Healthy Food Access:** Defines healthy food access and identifies underserved areas.
8. **Safe and Sanitary Homes:** Overviews housing cost burdens and habitability.
9. **Mobility:** Analyzes transportation modes used by residents.
10. **EJ Goals, Policies, and Programs:** Provides the framework to address issues presented by residents; identifies actionable programs to be implemented by the City.

### EJ Neighborhoods

Of the 20 census tracts within the City of Antioch, 5 meet the definition of an EJ Neighborhood. As described below, the five census tracts met both the CalEnviroScreen 4.0 criteria and the income criteria to be identified as an EJ Neighborhood.



The first criterion used to identify EJ Neighborhoods in Antioch was CalEnviroScreen 4.0 composite scores. CalEnviroScreen 4.0 is a mapping tool created by the California Office of Environmental Health Hazard Assessment (OEHHA) on behalf of CalEPA that helps identify California communities that are most affected by, and vulnerable to, pollution. CalEnviroScreen 4.0 uses environmental, health, and socioeconomic data to produce scores for every census tract in California. CalEnviroScreen 4.0, last updated in October 2021, ranks census tracts within two groups: Pollution Burden and Population Characteristics. Each group has 13 and 8 indicators, respectively. The tool converts these scores to percentiles that can be compared with other areas throughout the state. Higher scores indicate areas with more environmental hazards present. Within CalEnviroScreen 4.0, these five census tracts had composite scores equal or greater than 75 percent and are primarily located near or north of the State Route 4.

The second criterion used to identify EJ Neighborhoods in Antioch is income. The City used the California Air Resources Board (CARB) Methodology for identification of low-income communities under Assembly Bill (AB) 1550. AB 1550 is designed to expand

existing environmental laws and fees surrounding pollution. Under this methodology, AB 1550 identifies low-income households or communities according to the definitions below:

1. “Low-income households” are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development’s (HCD) State Income Limits adopted pursuant to Section 50093.
2. “Low-income communities” are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by HCD’s State Income Limits adopted pursuant to Section 50093.

To identify low-income census tracts using HCD’s income limits, the following five steps were completed for each census tract:

1. Determine median household income;
2. Determine average household size;
3. Identify county;
4. Use county and household size of census tract to match the income limit identified as “low-income” in HCD’s State Income Limits for the county; and
5. Identify a census tract as low-income if the census tract’s median household income is at or below the appropriate HCD low-income limit.

Using this methodology, 17 of Antioch’s 20 census tracts were considered a low-income census tract under 2019 State limits, 2019 HCD limits, or 2021 HCD limits. Of the 17 tracts, only 5 scored 75 percent or higher on CalEnviroScreen 4.0. These five census tracts, which meet both CalEnviroScreen 4.0 and income criteria, are what the EJ Element refers to when discussing EJ Neighborhoods.

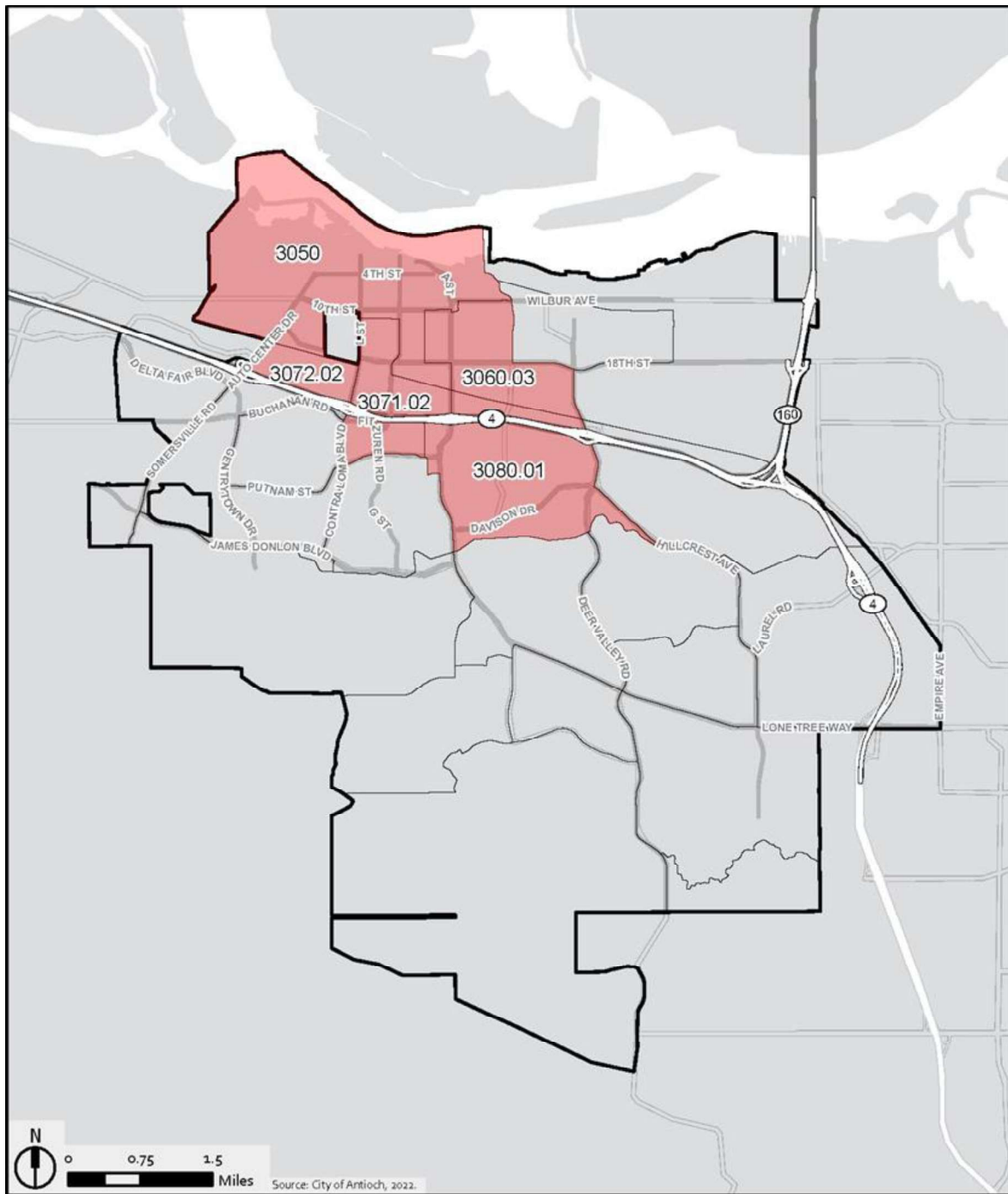
Table 1: EJ Neighborhoods by Census Tract

Census Tract in Antioch	CalEnviro-Screen 4.0 Composite Score	Qualifies as Low-Income Census Tract (2019 State Limits)	Qualifies as Low-Income Census Tract (2019 HCD Limits)	Qualifies as Low-Income Census Tract (2021 HCD Limits)
Census Tract 3050	93	Yes	Yes	Yes
Census Tract 3060.03	77	No	Yes	Yes
Census Tract 3071.02	79	No	Yes	Yes
Census Tract 3072.02	78	Yes	Yes	Yes

Census Tract 3080.01	75	No	Yes	Yes
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Source: CalEnviroScreen 4.0, California Department of Housing and Community Development

These tracts are primarily located in the northwestern portion of the city, near or north of State Route 4.



- City Limit
- Census Tracts
- EJ Neighborhoods
- Highways
- Major Roads

Figure 2-2  
Environmental Justice Neighborhoods

**City of Antioch Environmental Justice Element**  
Figure 1: EJ Neighborhoods by Census Tract

### Approach

As part of the EJ Element process, the consultant team met with members of the community to gather feedback, establish the primary issues, and present findings.

First 5 Contra Costa, a community-based organization (“CBO”), provided feedback on community outreach best practices:

1. Weeknights worked better for events
2. Outdoor tabling was more successful than a sit-down workshop
3. Splitting engagement into English and Spanish tracks is not always the right approach

The consultant team collected the following feedback from CBOs related to current barriers to engagement and participation:

1. Language and adequate interpretation of resources
2. Lack of information about the best way to reach out to seniors
3. Limitations on in-person activities due to the ongoing pandemic

Members of CBOs also expressed that in-person activities such as resource fairs, door-to-door outreach, and live presentations were effective strategies to reach their target audiences. In addition, several interviewees emphasized the importance of communication and coordination between organizations.

### Community Meetings

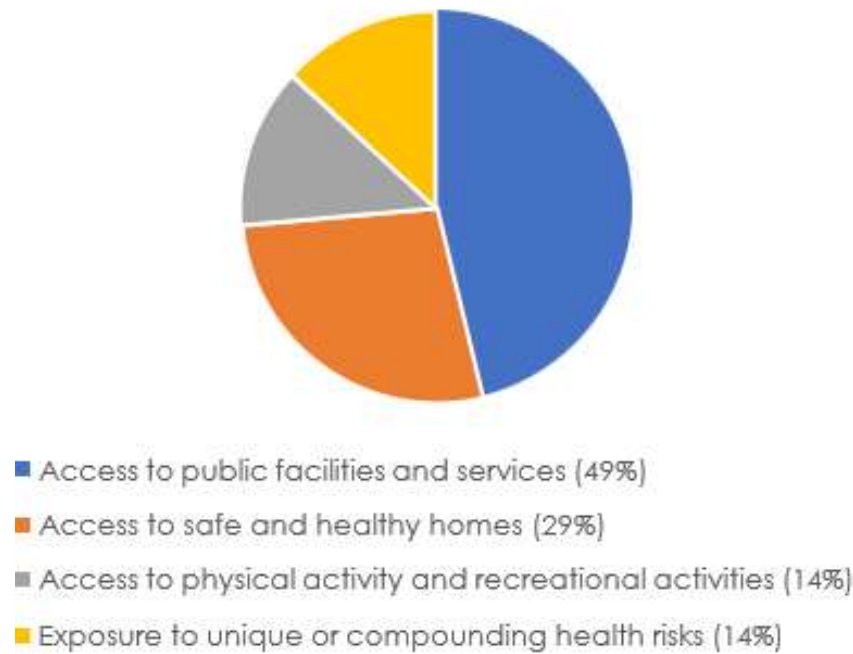
On February 19, 2022, City consultants met with Spanish-speaking Latinx residents in a focus group centered around their firsthand experiences in the city. Residents shared concerns about access to safe and well-maintained parks, as well as the availability and accessibility of affordable healthcare, childcare, and housing.

These experiences were echoed in a separate meeting held on April 19, 2022, with City consultants and First 5 Contra Costa. The First 5 Contra Costa focus group shared similar sentiments as the Latinx focus group, emphasizing the need for affordable housing options throughout the city, and the need for additional tenant protections to ensure residents can remain in their homes. These stories informed the discussions in the EJ Element on public facilities, safe and sanitary homes, and mobility.

On February 17 and April 13, 2022, community meetings were held to discuss the Housing Element update and the EJ Element. Community members recommended locating new developments away from freeways, encouraging alternative energy sources, and ensuring that affordable housing is accessible to existing residents.

A poll conducted at the February 17, 2022 community meeting asked participants to vote for the most critical EJ topic in Antioch. The results of this poll are found below:

Figure 2: Community Meeting Survey Results



### County Health Providers

On April 5, 2022, the consultant team held a meeting with Contra Costa Health Services. Contra Costa Health Services discussed concerns related to climate change, sea level rise, asthma, lead and mold, ozone, particulate matter, wildfire, mercury, and energy. Contra Costa Health Services recommended the following actions:

1. Provide home improvements to people with asthma. Improvements include air conditioning, vacuums, energy efficient appliances, and repairs to windows and doors.
2. Prepare for rising sea levels by prioritizing the remediation of brownfields. Toxic ground contaminants will be moved inland as water levels rise.
3. Expand capacity for building code enforcement.
4. Weatherize the existing housing stock to protect residents from extreme heat and precipitation. Update homes to reduce exposure to lead and mold.
5. Add an air quality monitor in Antioch. A lack of monitoring may lead to inaccurate tracking of ozone levels. Residents living near SR-4 are at risk of PM2.5.
6. Reach out to communities that are fishing in the river and provide them with information about mercury contamination.
7. Convert to electricity where possible, specifically for cars and industrial machinery.

Contra Costa Health Services recommends updating the EJ Element every five years.



### Topic Areas

There are five EJ issues covered in the Element, selected through the community engagement process, with dedicated sections:

- A. Pollution Exposure (Chapter 5)
- B. Public Facilities (Chapter 6)
- C. Healthy Food Access (Chapter 7)
- D. Safe and Sanitary Homes (Chapter 8)
- E. Mobility (Chapter 9)

### Goals

In response to EJ issues specific to the City of Antioch, the City crafted goals, policies, and programs which provide pragmatic solutions that contribute to the health of existing and future residents and ensure that all residents, regardless of background, may contribute to the decision-making process.

Chapter 10 of the EJ Element outlines six goals. Goal 1 is intended to bolster the overall engagement process while goals 2-6 are intended to directly address the five issue areas. Each goal contains unique policies to satisfy the goal as well as specific and actionable programs that implement the policies.

#### **Goal 1. *Encourage Meaningful Civil Engagement***

**Policy 1.1:** Expand access to the civic decision-making process for lower-income and non-English speaking populations.

**Policy 1.2:** Engage and educate youth in the civic decision-making processes.

**Policy 1.3:** Encourage turnout for local elections and community meetings.

Programs under this goal include providing multilingual interpretation services for community meeting invitations and presentations; hosting tabling events; hosting meetings weekdays after 5pm; and partnering with CBOs to promote youth engagement in events and elections.

#### **Goal 2. *Improve Environmental Conditions***

**Policy 2.1:** Improve air and water quality within EJ Neighborhoods.

**Policy 2.2:** Provide public resources and information on environmental hazards.

**Policy 2.3:** Encourage redevelopment and planning activities which address health hazards in EJ Neighborhoods, such as the clean-up of contaminated sites.

**Policy 2.4:** Mitigate and prepare for the effects of climate change.

Programs under this goal include periodically updating the City's Climate Action Resilience Plan (CARP) and Environmental Hazards Element; utilizing the City's Environmental Resources webpage and providing mapping data; advertising compost resources; encouraging business owners to improve their energy efficiency; continuing efforts to improve indoor air quality; working with BAAQMD to explore providing street-level outdoor air quality monitors as described by the CARP; maintaining the emergency

alert system; the potential identifying of railroad quiet zones; continued efforts to encourage the cleaning and redevelopment of contaminated sites; organized clean-up initiatives; and continued compliance with the National Pollutant Discharge Elimination System (NPDES) permit procedures.

**Goal 3. *Improve Access to Public Facilities***

**Policy 3.1:** Ensure public facilities are accessible to all residents.

**Policy 3.2:** Maintain and improve the quality of existing public facilities and services.

**Policy 3.3:** Provide additional public facilities and services within EJ Neighborhoods.

Programs under this goal include adding lighting to parks; identifying potential upgrades to public facilities; designing new facilities accessible to all residents; identifying vacant and underutilized parcels for new facilities; and improving pedestrian connectivity to schools, libraries, parks, and hospitals.

**Goal 4. *Improve Access to Healthy Food***

**Policy 4.1:** Increase the number of grocery facilities within EJ Neighborhoods that provide fresh produce, meat, and other food essentials.

**Policy 4.2:** Improve resident access to healthy food options within EJ Neighborhoods.

Programs under this goal include expanding farmers' markets and the vouchers they accept; developing urban farms; promoting food affordability programs; and incentivizing new grocery stores.

**Goal 5. *Provide Fair, Safe and Healthy Housing***

**Policy 5.1:** Preserve and improve the existing housing stock.

**Policy 5.2:** Educate tenants and landlords regarding fair and safe housing resources.

**Policy 5.3:** Enforce fair and safe housing practices.

Programs under this goal include encouraging residential energy efficiency; implementing targeted code enforcement; conducting fair housing outreach and enforcement; providing safe housing resources; and implementing tenant protections outlined in the Housing Element, which is closely linked to the EJ Element. Due to the overlap of the Housing Element and the EJ Element related to the topic of Safe and Sanitary Homes, many programs under this goal link back to programs in the Housing Element of which their implementation is forthcoming.

**Goal 6. *Mobility and Transit Options***

**Policy 6.1:** Decrease transportation's impact on the environment.

**Policy 6.2:** Improve safety, connectivity, and reliability across multiple modes of transportation.

Programs under this goal include providing bike racks, lockers, and lanes; expanding transit options; and implementing the complete streets approach.

#### Environmental Impact Report

In accordance with the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared for the EJ Element. The EIR also included the Housing and Environmental Hazards Elements along with the associated General Plan Amendments, Zoning Text Amendments, Specific Plan Updates, and the Objective Design Standards. The purpose of an EIR is to evaluate and inform the public and decision makers of a project's potential impacts. The EIR and the associated technical appendices are available on the Environmental Documents page (<https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/>)

Written comments on the draft EIR were received by the City during the public comment period from September 2, 2022, through October 17, 2022, in accordance with CEQA requirements. The final EIR includes written responses to each public and agency comment received (written and verbal) on the draft EIR and presents corrections, revisions, and other clarifications. The revisions, including project updates, were made in response to comments and as a result of the City of Antioch's ongoing planning efforts.

In summary, the EIR found that the implementation of the Housing Element would result in significant unavoidable impacts related to transportation. Implementation would generate home-based VMT per resident that is greater than 85 percent of the city-wide average home-based VMT per resident. Mitigation measure TRANS-1 would implement reduction measures such as unbundling parking costs, providing car/bike/scooter sharing, and offering subsidized transit passes. Despite this, impacts to transportation would be significant and unavoidable.

Because the EIR has found that the project would result in significant unavoidable environmental impacts related to transportation, a Statement of Overriding Considerations was prepared, which established that the public benefits from a project outweigh the significant environmental impacts of the project. In addition, a Mitigation Monitoring and Reporting Program (MMRP) was prepared to ensure compliance with the mitigation measures outlined in the EIR that would reduce impacts to less-than-significant levels. Compliance with the MMRP is a condition of approval for individual housing developments.

The Planning Commission held a public hearing to review the EIR on January 4, 2023. The Planning Commission recommended that City Council certify the EIR in a resolution dated January 24, 2023. The Statement of Overriding Considerations and MMRP are attached to the resolution. The City Council certified the EIR and adopted the Statement of Overriding Considerations and the MMRP at their meeting on January 24, 2023. The resolution is included as Attachment B.

### Planning Commission Review

The Planning Commission held a public hearing on March 15, 2023 to consider the Environmental Justice Element. After discussion and questions from Commissioners, the Commission voted 6-0-1 (Hill absent) to adopt Resolution No. 2023-11 recommending that the City Council amend the General Plan and adopt the Environmental Justice Element as a new element of the General Plan with following the addition:

- The City should collaborate with the Antioch Unified School District on safe transportation options to schools

The recommended modification is referenced in the attached Resolution to approve the Environmental Justice Element and will be added pending approval of the Element by the City Council.

The Planning Commission meeting minutes are included as Attachment C.

Staff waited to take the EJ Element to City Council after the Planning Commission because by State law, the City is limited to four General Plan Amendments a year. The Housing Element adoption counts towards this total. After adopting the Housing Element in January 2023, the City was still working with HCD to obtain certification for the Housing Element and was unsure if HCD would require amendments to the Housing Element that would trigger re-adoption(s) by Council, and additional General Plan Amendments. Now that certification has been obtained, staff is bringing the EJ Element forward for adoption.

### **ATTACHMENTS**

- A. Resolution Amending the General Plan to Include the Environment Justice Element  
Exhibit A: EJ Element
- B. Resolution No. 2023-15 – City Council Resolution Certifying the EIR
- C. Planning Commission Meeting Minutes from March 13, 2023

**RESOLUTION NO. 2023/XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO AMEND THE GENERAL PLAN AND ADOPT THE ENVIRONMENTAL JUSTICE ELEMENT AS A NEW ELEMENT OF THE GENERAL PLAN**

**WHEREAS**, the California Government Code Section 65300 et seq. requires every city and county in California to adopt a General Plan for its long-range development, and further, to periodically update that Plan to reflect current conditions and issues;

**WHEREAS**, pursuant to California Senate Bill 1000, the General Plan must address Environmental Justice in disadvantaged communities within the area covered by the General Plan when adopting or revising two or more elements concurrently on or after January 1, 2018;

**WHEREAS**, on January 24, 2023, the City Council adopted updates to the Housing and Environmental Hazards Elements of the General Plan;

**WHEREAS**, Section 65358 of the California Government Code provides for the amendment of all or part of an adopted General Plan;

**WHEREAS**, the Environmental Justice Element has been coordinated with the 6th Cycle Housing Element update;

**WHEREAS**, the City, as lead agency under the California Environmental Quality Act ("CEQA"), has completed the Housing Element Environmental Impact Report ("EIR") for the Project, which includes the Environmental Justice Element in the project description;

**WHEREAS**, on January 4, 2023, the Antioch Planning Commission conducted a public hearing to consider the Housing Element EIR;

**WHEREAS**, on January 4, 2023, the Antioch Planning Commission adopted Resolution 2023-01 recommending that the City Council certify the Housing Element EIR and adopt CEQA findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program;

**WHEREAS**, on January 24, 2023, 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;

**WHEREAS**, on January 24, 2023, the City Council held a public hearing and adopted Resolution 2023/15 certifying the Housing Element Draft EIR, adopted CEQA Findings, Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program;

**WHEREAS**, on March 3, 2023, 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 Planning Commission meeting on March 15, 2023; and

**WHEREAS**, on March 15, 2023, the Planning Commission 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.

**WHEREAS**, the Planning Commission of the City of Antioch adopted Resolution No. 2023-11 recommending the City Council amend the General Plan and adopt the Environmental Justice Element as a new element of the General Plan, as attached hereto in Exhibit A with the modification to include language stating that the City should collaborate with the Antioch Unified School District on safe transportation to schools.

**WHEREAS**, on December 1, 2023, 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 on December 12, 2023.

**WHEREAS**, on December 12, 2023, the City Council conducted a public hearing to consider the Environmental Justice Element; and

**WHEREAS**, on December 12, 2023, the City Council held a public hearing to consider the General Plan amendment to incorporate the Environmental Justice Element, to consider 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 of the City of Antioch makes the following findings to adopt a General Plan Amendment to update the Housing Element:

1. The proposed project conforms to the provisions and standards of the General Plan in that the proposed amendments are internally consistent with all other provisions of the General Plan and do not conflict with any of the previously adopted goals, policies or programs of the General Plan.
2. The proposed Environmental Justice Element is necessary to implement the requirements of California Government Code Section 65040.12 to provide for the fair treatment and meaningful participation of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations and policies.
3. The proposed Environmental Justice Element will not be detrimental to the public interest, convenience, and general welfare of the City. The Element will result in the creation of a healthy environment for all people, the reduction in pollution burdens for populations and communities experiencing the adverse effects of that pollution, the providing of assistance to populations and neighborhoods impacted by pollution and promotion of meaningful participation in all phases of the environmental and land use decision-making process.



4. The proposed amendment will not cause significant avoidable environmental damage in that potential environmental impacts were analyzed in the EIR for the Housing Element, Environmental Hazards and Environmental Justice Elements and either found to be less than significant with mitigations or acceptable pursuant to a Statement of Overriding Conditions.
5. The proposed amendment will not require changes to or modifications of any other plans that the City Council adopted before the date of this resolution, that are not proposed for consideration by the Council.

**BE IT FURTHER RESOLVED** that the Antioch City Council adopts the General Plan Amendment, attached hereto as Exhibit A and incorporated by reference, to include the Environmental Justice Element as amended to include the Planning Commission's recommendation that the City should collaborate with the Antioch Unified School District on safe transportation to schools.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Antioch, held on the 12th day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAINED:**

**ABSENT:**

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



# City of Antioch

## Environmental Justice Element



Prepared for:  
**City of Antioch**

March 2023

URBAN  
PLANNING  
PARTNERS  
INC.

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# 1. Introduction

## 1.1 Purpose and Framework

In 2016, lawmakers passed Senate Bill (SB) 1000, otherwise known as the Planning for Healthy Communities Act. The Act is intended to integrate Environmental Justice (EJ) principles into the planning process and improve public participation. The Act requires Cities and Counties with disadvantaged communities, as defined, to incorporate EJ goals and policies into their General Plans when adopting or revising two or more Elements concurrently, on or after January 1, 2018.<sup>1</sup> For the purposes of SB 1000, “disadvantaged communities” are areas identified by the California Environmental Protection Agency (CalEPA) that are low-income and disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.<sup>2</sup>

As part of community outreach related to the EJ Element, residents concluded that the term “disadvantaged community” felt like an improper representation of their community and needs. Accordingly, this Element will refer to disadvantaged communities as “EJ Neighborhoods.”

The California Government Code defines EJ as “the fair treatment and meaningful participation of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.”<sup>3</sup> The EJ Element should accomplish the following:

- (1) Propose planning methods for the equitable distribution of new public facilities and services that increase and enhance community quality of life throughout the community, given the fiscal and legal constraints that restrict the siting of these facilities;
- (2) Propose methods for locating industrial facilities and uses that, even with the best available technology, will contain or produce material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant hazard to human health and safety, in a manner that seeks to avoid overconcentrating these uses in proximity to schools or residential dwellings;
- (3) Propose methods for locating new schools and residential dwellings in a manner that seeks to avoid locating these uses in proximity to industrial facilities and uses that will contain or produce material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant hazard to human health and safety; and
- (4) Propose methods for promoting more livable communities by expanding opportunities for transit-oriented development to minimize traffic and pollution impacts from traveling for purposes of work, education, shopping, and recreation.<sup>4</sup>

The EJ Element will establish policies with the intent of minimizing pollution and its effects on communities. The EJ Element will strive to ensure that all people, regardless of race, ethnicity, or income,

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<sup>1</sup> California Government Code § 65302

<sup>2</sup> California Health and Safety Code § 39711

<sup>3</sup> California Government Code § 65040.12

<sup>4</sup> Governor’s Office of Planning and Research, 2020. *General Plan Guidelines*. Section 4.8: Environmental Justice Element. June. Available: [https://opr.ca.gov/docs/20200706-GPG\\_Chapter\\_4\\_EJ.pdf](https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf). Accessed January 30, 2023.

## I. INTRODUCTION

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have equal protection from environmental hazards where they live, work, and play. A critical part of the EJ Element process is ensuring the ability of residents and stakeholders to participate in, and directly influence, the decision-making process regarding environmental regulations.

### 1.2 Process

To comply with SB 1000, jurisdictions will seek to:

- Reduce pollution exposure;
- Promote public facilities;
- Promote food access;
- Promote safe and sanitary homes;
- Promote physical activity;
- Reduce unique or compounding health risks;
- Promote civic engagement; and
- Prioritize the needs of disadvantaged communities.

The goals above will be accomplished by following the EJ Element process, which is as follows:

1. Identify EJ Neighborhoods and confirm designations with residents;
2. Review existing EJ policies;
3. Update or draft new EJ policies; and
4. Finalize policies and adopt the EJ Element.

### 1.3 Alignment with City and County Goals

The EJ Element is informed by several existing documents that serve as the basis for the goals, policies, and programs herein. These documents include:

- City of Antioch Climate Action Resilience Plan<sup>5</sup>
- City of Antioch Vision and Strategic Plan 2019-2029<sup>6</sup>
- City of Antioch 2020-2025 Consolidated Plan<sup>7</sup>
- Contra Costa County Local Hazard Mitigation Plan<sup>8</sup>
- Contra Costa County Climate Action Plan<sup>9</sup>

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<sup>5</sup> City of Antioch, 2020. Climate Action Resilience Plan. May 6. Available: <https://www.antiochca.gov/fc/environment/climate/carp/Final-CARP.pdf>. Accessed January 30, 2023.

<sup>6</sup> City of Antioch, 2019. Vision and Strategic Plan 2019-2029. March 26. Available: <https://www.antiochca.gov/fc/community/announcements/Strategic-Plan-for-Antioch.pdf>. Accessed January 30, 2023.

<sup>7</sup> City of Antioch, 2020. 2020-2025 Consolidated Plan. May 12. Available: <https://www.antiochca.gov/fc/cdbg/2025-con-plan/City%20of%20Antioch%20Strategic%20Plan.pdf>. Accessed January 30, 2023.

<sup>8</sup> Contra Costa County, 2018. Local Hazard Mitigation Plan. January 31. Available: <https://www.contracosta.ca.gov/6842/Local-Hazard-Mitigation-Plan>. Accessed January 30, 2023.

<sup>9</sup> Contra Costa County, 2015. Climate Action Plan. December 15. Available: <https://www.contracosta.ca.gov/DocumentCenter/View/39791/Contra-Costa-County-Climate-Action-Plan?bidId=>. Accessed January 30, 2023.



## 1.4 Organization

In response to EJ issues specific to the City of Antioch, the City crafted goals, policies, and programs which provide pragmatic solutions related to each EJ topic; that contribute to the health of existing and future residents; and which ensure that residents, regardless of background, may contribute to the decision-making process. There are five EJ topics, selected through the community engagement process, with dedicated sections:

- A. Pollution
- B. Public Facilities
- C. Food Access
- D. Safe and Sanitary Homes
- E. Mobility

The sections contained herein use a data-informed approach to propose solutions addressing the disproportionate environmental burden in EJ Neighborhoods of the City of Antioch.

This EJ Element is organized as follows:

**Chapter 1. Introduction:** Provides an overview of the EJ Element purpose and process.

**Chapter 2. Background:** Discusses the definition and methodology of defining EJ Neighborhoods.

**Chapter 3. Demographics:** Analyzes demographic trends in EJ Neighborhoods.

**Chapter 4. Civic Engagement:** Documents the methods and results of community outreach.

**Chapter 5. Pollution Exposure:** Discusses the presence and effects of environmental contaminants.

**Chapter 6. Public Facilities:** Documents existing public facilities such as schools, hospitals, and parks.

**Chapter 7. Healthy Food Access:** Defines healthy food access and identifies underserved areas.

**Chapter 8. Safe and Sanitary Homes:** Overviews housing cost burdens and habitability.

**Chapter 9. Mobility:** Analyzes transportation modes used by residents.

**Chapter 10. Environmental Justice Goals, Policies, and Programs:** Provides the framework to address the issues presented by residents; identifies actionable programs to be implemented by the City.

## I. INTRODUCTION

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## 2. Background

### 2.1 What is a Disadvantaged Community (Environmental Justice Neighborhood)?

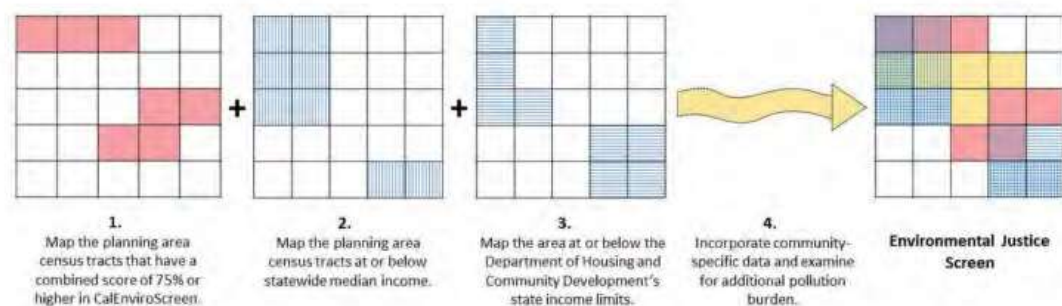
As previously mentioned, a “disadvantaged community” is defined as a low-income area that is disproportionately affected by environmental pollution and hazards that lead to negative health effects and/or environmental degradation. This definition is derived from the California Health and Safety Code, which establishes disadvantaged communities as those which are in the top 25 percent of highest scoring census tracts from CalEPA’s mapping tool CalEnviroScreen 4.0.<sup>1</sup> The definition also allows local governments to identify additional disadvantaged communities through their own methods, such as through consultation with residents and local agencies.

Through discussions with residents, the term “disadvantaged community” felt like an improper representation of the community and their needs. For the purposes of this document, the term “EJ Neighborhoods” will be used to refer to disadvantaged communities.

### 2.2 Methodology: Identifying Environmental Justice Neighborhoods

From the 20 census tracts within the City of Antioch, 5 census tracts meet the definition of an EJ Neighborhood. The five census tracts met both the CalEnviroScreen 4.0 criteria and the income criteria outlined in this section to be identified as an EJ Neighborhood. Figure 2-1 illustrates the screening process used to identify EJ Neighborhoods.

**Figure 2-1 Recommended Screening Process for Identifying EJ Neighborhoods**



Source: Governor's Office of Planning and Research

<sup>1</sup> California Health and Safety Code § 39711.

## 2. BACKGROUND

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### 2.2.1. CalEnviroScreen

The first criterion used to identify EJ Neighborhoods in Antioch was CalEnviroScreen 4.0 composite scores. CalEnviroScreen 4.0 is a mapping tool created by the California Office of Environmental Health Hazard Assessment (OEHHA) on behalf of CalEPA that helps identify California communities that are most affected by, and vulnerable to, pollution.<sup>2</sup> CalEnviroScreen 4.0 uses environmental, health, and socioeconomic data to produce scores for every census tract in California. CalEnviroScreen 4.0, last updated in October 2021, ranks census tracts within two groups: Pollution Burden and Population Characteristics. The tool converts these scores to percentiles that can be compared with other areas throughout the state. Higher scores indicate areas with more environmental hazards present.

The Pollution Burden group is made up of 13 indicators. These indicators come from the Exposures and Environmental Effects components of the CalEnviroScreen 4.0 model. Pollution Burden represents the potential exposures to pollutants and the adverse environmental conditions caused by pollution. The 13 indicators that make up the Pollution Burden score are listed below:

- Ozone
- PM 2.5
- Diesel Particulate Matter
- Drinking Water Contaminants
- Children's Lead Risk from Housing
- Pesticide Use
- Toxic Releases from Facilities
- Traffic Impacts
- Cleanup Sites
- Groundwater Threats
- Hazardous Waste
- Impaired Waters
- Solid Waste Sites

The Population Characteristics group is made up of eight indicators. These indicators come from the Sensitive Populations and Socioeconomic Factors components of the CalEnviroScreen 4.0 model. These indicators represent physiological traits, health status, or community characteristics that can result in increased vulnerability to pollution. The eight indicators that make up the Population Characteristics score are listed below:

- Asthma
- Cardiovascular Disease
- Low Birth Weight
- Education
- Housing Burden
- Linguistic Isolation
- Poverty
- Unemployment

Census tracts in the City of Antioch range from 24 percent to 93 percent with a citywide average of 57 percent. Lower scores tend to be in the southern portions of the city, while higher scores are in the northern portions of the city, north of State Route 4. The City of Antioch has higher scores compared to adjacent cities with similar urban conditions, such as Pittsburg and Oakley.

Within CalEnviroScreen 4.0, five census tracts had composite scores equal or greater than 75 percent. These census tracts are primarily located near or north of the State Route 4.

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<sup>2</sup> Zeise, L. and Blumenfeld, J., 2021. CalEnviroScreen 4.0 Report. OEHHA. October. Available: <https://oehha.ca.gov/media/downloads/calenviroscreen/report/calenviroscreen40reportf2021.pdf>. Accessed January 30, 2023.

### **2.2.2. Income**

The second criterion used to identify EJ Neighborhoods in Antioch is income. The City used the California Air Resources Board (CARB) Methodology for identification of low-income communities under Assembly Bill (AB) 1550. AB 1550 is designed to expand existing environmental laws and fees surrounding pollution.

Under this methodology, AB 1550 identifies low-income households or communities according to the definitions below:

1. “Low-income households” are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development’s (HCD) State Income Limits adopted pursuant to Section 50093.
2. “Low-income communities” are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by HCD’s State Income Limits adopted pursuant to Section 50093.

To identify low-income census tracts using HCD’s income limits, the following five steps were completed for each census tract:

1. Determine median household income;
2. Determine average household size;
3. Identify county;
4. Use county and household size of census tract to match the income limit identified as “low-income” in HCD’s State Income Limits for the county; and
5. Identify a census tract as low-income if the census tract’s median household income is at or below the appropriate HCD low-income limit.

Using this methodology, 17 of Antioch’s 20 census tracts were either considered a low-income census tract under 2019 State limits, 2019 HCD limits, or 2021 HCD limits. Of the 17 tracts, only 5 scored 75 percent or higher on CalEnviroScreen 4.0. These five census tracts, which meet both CalEnviroScreen 4.0 and income criteria, are what this Element refers to when discussing EJ Neighborhoods. The census tracts are listed in Table 2-1.

## 2. BACKGROUND

**TABLE 2-1 ENVIRONMENTAL JUSTICE NEIGHBORHOODS**

<b>Census Tract in Antioch</b>	<b>CalEnviro- Screen 4.0 Composite Score</b>	<b>Qualifies as Low-Income Census Tract (2019 State Limits)</b>	<b>Qualifies as Low-Income Census Tract (2019 HCD Limits)</b>	<b>Qualifies as Low-Income Census Tract (2021 HCD Limits)</b>
Census Tract 3050 Contra Costa, CA	93	Yes	Yes	Yes
Census Tract 3060.03 Contra Costa, CA	77	No	Yes	Yes
Census Tract 3071.02 Contra Costa, CA	79	No	Yes	Yes
Census Tract 3072.02 Contra Costa, CA	78	Yes	Yes	Yes
Census Tract 3080.01 Contra Costa, CA	75	No	Yes	Yes

Source: CalEnviroScreen 4.0, California Department of Housing and Community Development

These tracts are primarily located in the northern portion of the city, near or north of State Route 4. See Figure 2-2 for the locations of the EJ Neighborhoods.



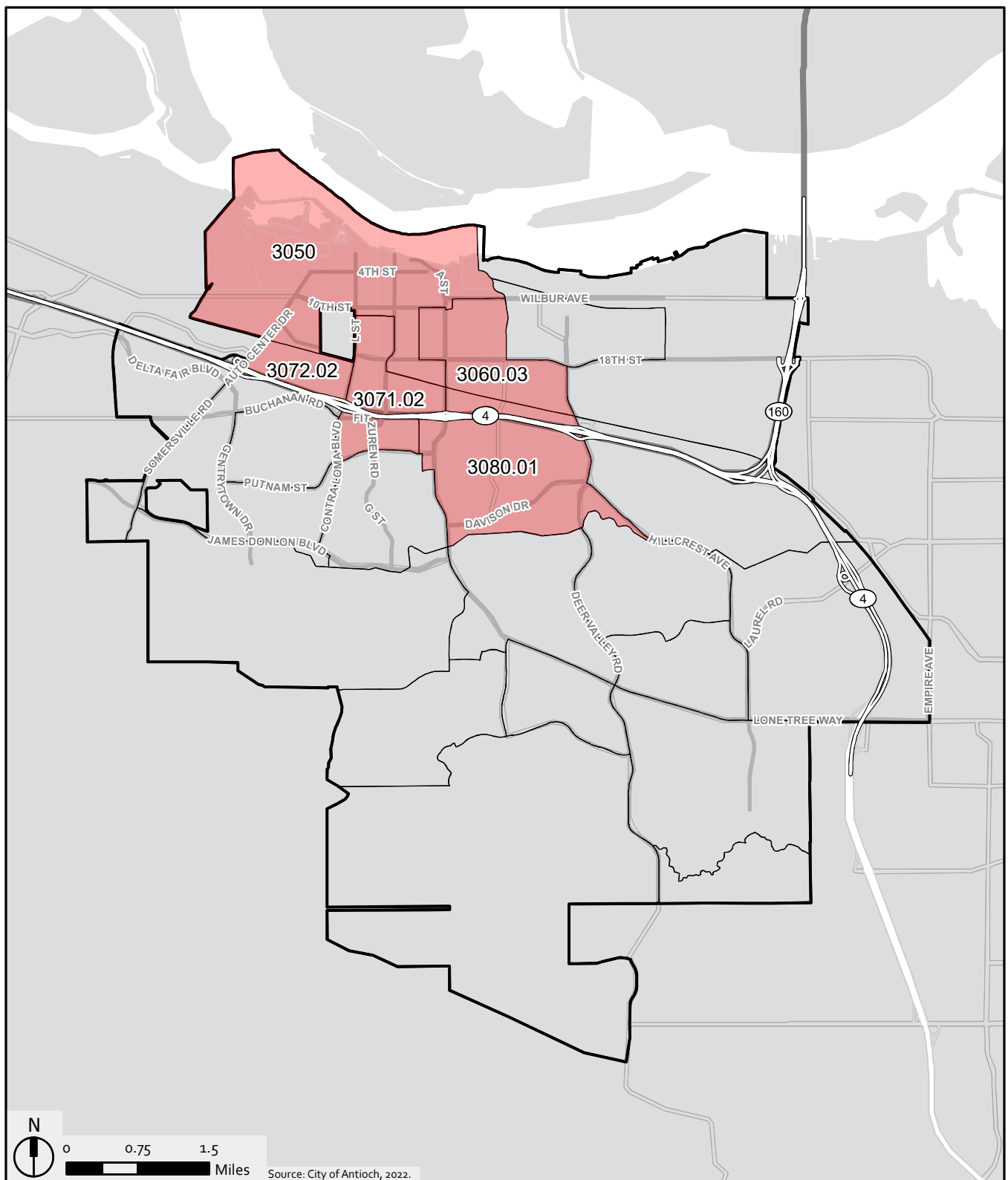


Figure 2-2  
 Environmental Justice Neighborhoods  
**City of Antioch Environmental Justice Element  
 A15**

## 2. BACKGROUND

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### 3. Demographics

To address the health and environmental inequities within Antioch's EJ Neighborhoods, it is critical to understand characteristics for the populations in these areas. This section provides demographic information about the EJ Neighborhoods within the city. Data for this section primarily comes from the United States Census Bureau's American Community Survey (ACS) 2016-2020 5-Year, which was released in March 2022.

#### 3.1 Total Population

EJ Neighborhoods occupy 6.1 square miles or about 21 percent of the area of the City of Antioch. Within this 6.1 square miles, there are approximately 29,000 residents split up into five census tracts. Residents in this area make up 26 percent of the city's total population. Census tract 3072.02 has the highest population density. This census tract, located along State Route 4 and colloquially known as the Sycamore neighborhood, meets the Contra Costa County's definition of a Racially or Ethnically Concentrated Area of Poverty (R/ECAPs). The original R/ECAP criteria developed by the US Department of Housing and Urban Development (HUD) utilizes the federal poverty rate which was found to be unsuitable for analysis in the San Francisco Bay Area due to the high cost of living.<sup>1</sup> R/ECAPs and the Sycamore Neighborhood are discussed in detail in *Chapter 3, Affirmatively Furthering Fair Housing* of the Housing Element. See Table 3-1 for information regarding Antioch's population and size.

**TABLE 3-1 POPULATION AND SIZE**

Size and Population	City of Antioch	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
Total Population	111,468	6,078	5,073	5,850	4,443	7,951
Square Miles	29.2	3.1	0.7	0.6	0.3	1.4

Source: 2016-2020 ACS 5-year.

#### 3.2 Age and Sex

The median age for residents in the EJ Neighborhoods ranges between 27.4 and 37.9 years. Antioch has an overall median age of 36.4 years. Of the EJ Neighborhoods, census tract 3072.02 has the youngest population with the median age at 27.4 years, while census tract 3060.03 has the oldest population with the median age at 37.9 years.

The younger demographics of census tract 3072.02 are reflected in its percentage of residents 65 and older at 5 percent. This is much lower than the citywide percentage of 13 percent. See Table 3-2 for additional information regarding age in Antioch.

<sup>1</sup> Contra Costa County, 2019. Analysis of Impediments to Fair Housing Choice (2020-2025). June 11. Available: <https://www.contracosta.ca.gov/DocumentCenter/View/59623/Final-BOS-Approved-AI-6-11-19>. Accessed January 30, 2023.

### 3. DEMOGRAPHICS

**TABLE 3-2 AGE**

Age	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
Median Age	36.4	33.7	37.9	34.7	27.4	35.9
65 and Older	13%	13%	18%	13%	5%	16%

Source: 2016-2020 ACS 5-Year.

Based off 2020 ACS survey data, demographic trends related to sex were similar for EJ Neighborhoods and the entire city. During the ACS data collection process, individuals were asked to mark either “male” or “female” to indicate their biological sex. For most cases in which the answer to this question was invalid, the appropriate entry was determined from other information provided for that resident, such as the person’s first name and household relationship.<sup>2</sup> See Table 3-3 for additional information regarding sex in Antioch.

**TABLE 3-3 SEX**

Sex	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
Male	48%	46%	47%	48%	48%	48%
Female	52%	54%	53%	52%	52%	52%

Source: 2016-2020 ACS 5-Year.

### 3.3 Race and Ethnicity

Antioch is home to a diverse community. Citywide, Hispanic residents constitute 35 percent of the population, while White residents constitute 27 percent, Black residents constitute 20 percent, and Asian residents constitute 11 percent.

EJ Neighborhoods have a larger percentage of Hispanic residents compared to citywide demographics. Except for census tract 3072.02, Black residents constitute a smaller percentage of residents citywide, ranging from 9 percent to 15 percent, compared to the citywide number of 20 percent. The exception for this trend is census tract 3072.02, where Black residents make up 34 percent of residents, roughly 14 percent more than citywide numbers. This is the same tract mentioned earlier that meets R/ECAP criteria and is known as the Sycamore Neighborhood. Asian residents constitute a smaller percentage of residents, ranging from 3 to 9 percent, compared to the citywide 11 percent.

Native and Islander demographics within the EJ Neighborhoods largely reflect citywide trends except for two census tracts. Tract 3060.03 has 2 percent of residents identifying as Native compared to the

<sup>2</sup> United States Census Bureau, 2020. American Community Survey and Puerto Rico Community Survey 2020 Subject Definitions. Available: [https://www2.census.gov/programs-surveys/acs/tech\\_docs/subject\\_definitions/2020\\_ACSSubjectDefinitions.pdf](https://www2.census.gov/programs-surveys/acs/tech_docs/subject_definitions/2020_ACSSubjectDefinitions.pdf). Accessed January 30, 2023.

citywide 0 percent. Tract 3062.02 has 7 percent of residents identifying as Islander compared to the citywide 0 percent.

White demographics within the EJ Neighborhoods vary compared to the citywide trends, with 27 percent of residents citywide identifying as White. Within the EJ Neighborhoods, percentages of White residents range between 13 and 36 percent. Tract 3060.03 seeing the highest percentage at 35, whereas tract 3072.02 sees the lowest percentage at 13 percent. See Table 3-4 for information regarding race and ethnicity.

**TABLE 3-4 RACE AND ETHNICITY**

Race and Ethnicity	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
White	27%	24.3%	35.8%	22.7%	13.1%	34.2%
Black	20%	15%	9.4%	15%	33.6%	9.9%
Native	0%	0.5%	2%	0%	0.4%	0%
Asian	11%	9.2%	8.1%	4.1%	2.6%	5%
Island	0%	0%	0%	0%	6.9%	0.3%
Other	0%	0.3%	1.1%	0.2%	1.2%	0%
Two+	6%	5.1%	4%	8.2%	6.6%	3%
Hispanic	35%	45.6%	39.6%	49.8%	35.5%	47.7%

Source: 2016-2020 ACS 5-Year.

### 3.4 Language Spoken

#### 3.4.1. Children Between Ages 5-17

Languages other than English spoken at home for EJ Neighborhood residents between the age of 5 to 17 vary across categories compared to the citywide trends. As shown in Table 3-5, English-only residents make up 70 percent of the population citywide. Within the EJ Neighborhoods, English-only percentages range between 54 and 78 percent.

Except for tract 3080.01, all tracts within the EJ Neighborhood saw higher percentages of Spanish spoken at home compared to the citywide trend of 24.6 percent. The highest percentage of residents that speak Spanish at home is in census tract 3060.03 at 41 percent.

Trends among children who speak Indo-European, Asian/Islander, or other languages at home, largely reflect citywide trends except for census tract 3050. Census tract 3050 had 8.7 percent of residents speaking an Asian/Islander language at home which was higher than the citywide 2.5 percent.

The indication of other languages spoken at home does not explicitly indicate English is not spoken at home. Based off how the ACS question is written, the presence of these languages could be in addition to English. For example, residents could be speaking both English and Spanish at home. See Table 3-5 for additional details regarding language for this age group.

### 3. DEMOGRAPHICS

**TABLE 3-5 LANGUAGE OTHER THAN ENGLISH SPOKEN AT HOME, CHILDREN AGE 5-17**

Language Spoken at Home	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
English Only	70%	54%	59%	67%	70%	78%
Spanish	24.6%	37.2%	40.6%	32.6%	27.4%	19.3%
Indo-European	2.0%	0%	0%	0%	0.8%	0.6%
Asian/Islander	2.5%	8.7%	0%	0%	2.1%	2%
Other	0.6%	0%	0%	0%	0%	0%

Source: 2016-2020 ACS 5-Year.

#### 3.4.2. Residents Aged 18 and Older

Languages other than English spoken at home for EJ Neighborhood residents 18 and older vary across categories compared to the citywide trends. Citywide, English-only residents make up 65 percent of the population. Within the EJ Neighborhoods, English-only percentages range between 64 and 70 percent, largely in line with larger citywide trends. These statistics differ compared to residents aged 5 to 17, who saw a larger range of percentages, discussed above.

Except for census tract 3050, EJ Neighborhoods have a higher percentage of Spanish spoken at home compared to the citywide trend of 21.3 percent. The highest percentage is in census tract 3071.02 at 32 percent of residents aged 18 and older.

Trends among residents in EJ Neighborhoods aged 18 and older who speak Indo-European, Asian/Islander, or other languages at home were slightly lower than citywide trends, except for census tract 3072.02. Census tract 3072.02 had 1.3 percent of residents speaking another language compared to the citywide 1 percent. All other EJ census tracts saw lower percentages of these languages spoken among residents aged 18 and older.

Overall, younger residents in the EJ Neighborhoods are more likely to speak more than one language at home with the most common secondary language being Spanish or an Asian/Islander language. See Table 3-6 for additional details regarding language for this age group.



**TABLE 3-6 LANGUAGE OTHER THAN ENGLISH SPOKEN AT HOME, ADULTS AGE 18 AND OLDER**

Language Spoken at Home	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
English Only	64.9%	69.6%	63.6%	66.2%	64.3%	66.7%
Spanish	21.3%	21.2%	27.8%	32%	22.7%	28.3%
Indo-European	4.6%	2.7%	2%	0.8%	3.9%	2.6%
Asian/Islander	8.2%	6.1%	6.1%	1.1%	7.8%	2.5%
Other	1%	0.4%	0.6%	0%	1.3%	0%

Source: 2016-2020 ACS 5-Year.

### 3.5 Income and Poverty Levels

Incomes are lower across nearly all EJ Neighborhoods compared against citywide income levels. Citywide per capita income sits approximately at \$30,500. With exception of census tract 3080.01, which is located south of State Route 4, EJ per capita incomes are lower than the citywide per capita, with incomes ranging from approximately \$17,000 to \$29,500. Census tract 3080.01 is slightly above the citywide number at approximately \$33,500. Both citywide and EJ Neighborhoods per capita income is significantly lower than the SF-Oakland-Berkeley Metro area's per capita of about \$58,000. See Table 3-7 for information regarding income.

**TABLE 3-7 INCOME**

Income	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
Per Capita	30,526	21,313	29,534	23,603	17,065	33,235
Median Household Income	80,234	43,974	55,714	58,241	37,003	70,414
Household Income: under 50k	29%	54%	42%	41%	58%	24%
Household Income: 50k-100k	33%	34%	32%	34%	32%	41%
Household Income: 100k-200k	29%	9%	18%	24%	9%	29%
Household Income: Over 200k	9%	3%	8%	2%	0%	7%

Source: 2016-2020 ACS 5-Year.

Antioch's citywide median household income is approximately \$80,000. All EJ Neighborhood tracts are below this number with median household incomes ranging from \$37,000 to \$70,000. The highest income tract being census tract 3080.01, mentioned above, which also had the highest per capita income from the EJ Neighborhoods. The lowest median household income was census tract 3072.02, the same tract that met the modified R/ECAP criteria discussed earlier. Both citywide and EJ Neighborhoods household median income is significantly lower than the SF-Oakland-Berkeley Metro area's median household income of about \$111,000.

### 3. DEMOGRAPHICS

Poverty rates for EJ Neighborhood residents vary across categories compared to the citywide trends. Citywide, there are 12.7 percent of residents below the poverty line. Within the EJ Neighborhoods, percentages range from 9 percent to 33 percent, with the highest being census tract 3072.02. See Table 3-8 for additional information about poverty rate.

**TABLE 3-8 POVERTY RATE**

	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
Percentage of Persons Below the Poverty Line	12.7%	24.6%	8.8%	10.9%	32.7%	13.7%

Source: 2016-2020 ACS 5-Year.

### 3.6 Unemployment

Unemployment trends within the EJ Neighborhoods largely reflect larger citywide trends, except for two census tracts. Census tract 3072.02 has an unemployment rate of 10 percent compared to the citywide 6 percent, as shown in Table 3-9.<sup>3</sup> Additionally, census tract 3080.01 has a larger percentage of residents not in the labor force at 47 percent compared to the citywide 35 percent. People who are neither working nor looking for work are counted as “not in the labor force,” according to the U.S. Bureau of Labor Statistics.<sup>4</sup> This could apply to people who are retired or stay at home caregivers. This could be explained in part by the fact that census tract 3080.01 has a slightly higher percentage of residents age 65 and older at 16 percent, compared to the citywide 13 percent.

**TABLE 3-9 EMPLOYMENT**

Employment Status for the Population 16 Years and Over	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
In Labor Force	64.7%	62.9%	66.4%	67.7%	65.5%	53.4%
In Labor Force: Unemployed	5.5%	7.1%	3.7%	7.3%	10%	6%
Not in Labor Force	35.3%	37.1%	33.6%	32.3%	34.5%	46.6%

Source: 2016-2020 ACS 5-Year.

<sup>3</sup> U.S. Census Bureau, 2020. 2016-2020 American Community Survey Employment Status; Antioch City, California (Table S2031). Available: <https://data.census.gov/table?t=Employment&g=1600000US0602252&y=2020&tid=ACST5Y2020.S2301>. Accessed January 30, 2023.

<sup>4</sup> U.S. Bureau of Labor Statistics, 2015. Beyond the Numbers; Volume 4, Number 15. December 30. Available: <https://www.bls.gov/opub/btn/volume-4/people-who-are-not-in-the-labor-force-why-arent-they-working.htm>. Accessed January 30, 2023.

### 3.7 Educational Attainment

**TABLE 3-10 EDUCATION**

Educational Attainment	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
High School Grad or Higher	86.7%	83.9%	79.9%	75%	72.6%	87.1%
Bachelor's Degree or Higher	21.1%	10.9%	12.6%	9.4%	7.8%	21.5%
Bachelor's Degree	15.4%	6.2%	8.6%	7.6%	7.8%	13.1%
Post-Grad Degree	5.7%	4.8%	4%	1.8%	0%	8.4%

Source: 2016-2020 ACS 5-Year.

Except for census tract 3080.01, areas within the EJ Neighborhoods have lower educational attainment rates compared to the citywide numbers. The difference can be seen within census tract 3072.02, with only 8 percent of residents with a bachelor's degree or higher compared to the citywide 21 percent. Both citywide and EJ Neighborhoods are significantly lower than SF-Oakland-Berkeley Metro area's percentage of 51 percent. See Table 3-10 for additional information regarding education.

### 3.8 Housing Burden

Except for census tract 3080.01, the EJ Neighborhood have significantly more renter occupied units compared to the citywide percentages. Citywide, 39 percent of units are renter occupied. In EJ tracts, renter occupied units range from 42 percent to 86 percent. Census tract 3072.02 has the highest percentage of renters at 86 percent. See Table 3-11 for additional information regarding housing tenure.

Additionally, according to County data, homes in these EJ Neighborhoods are more likely to be older than other areas in the city. These homes are more likely to require repairs compared to newer homes. Given that many of these households are renter occupied, these repairs may be difficult to obtain from property owners. Based off discussions with community members, many renters often face harassment and eviction from their landlords.

More in-depth analysis regarding housing affordability issues can be found in *Chapter 3, Affirmatively Furthering Fair Housing* in the Housing Element.

**TABLE 3-11 HOUSING TENURE**

Housing Tenure	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
Owner Occupied	61.4%	24.1%	58.4%	44.7%	14.2%	77%
Renter Occupied	38.6%	75.9%	41.6%	55.3%	85.8%	23%

Source: 2016-2020 ACS 5-Year.

#### 3.9 Sensitive Populations

Overall, residents within the EJ Neighborhoods are more likely to be younger and Black or Hispanic compared to the rest of the city. Additionally, they are significantly more likely to be renters with lower educational attainment and lower incomes. They are also more likely to be single female headed households with children. In one EJ census tract, up to 45 percent of households are single female headed households with children, which is significantly higher than the citywide 29 percent.

In addition to these demographics, the EJ Neighborhoods score higher on CalEnviroScreen 4.0's Low Birth Weight characteristic. This means that children born in these EJ Neighborhoods are more likely to be born less than 5.5 pounds at birth compared to other census tracts in California. This could be due to a variety of reasons such as poor nutrition, lack of prenatal care, stress, smoking, or pollution. Low-birth-weight babies also face a greater risk of developing asthma or other chronic diseases in their life. Within the EJ Neighborhoods, scores range from 57 to 95 percent. Census tract 3080.01 has a score of 95. In other words, the percent of low-birth-weight babies in this tract is higher than 95 percent of the census tracts in California.

These factors place residents in the EJ Neighborhoods in an extremely vulnerable position socially and economically. Based off discussions with community members, these groups often face housing affordability issues. These groups are more likely to live in areas with a larger presence of environmental hazards. Policies and programs outlined in this document seek to amend existing environmental injustices by crafting systemic solutions to repair historically racist practices which excluded these same groups from building generational wealth. Ultimately these policies and programs should serve as a starting point for this type of reparative work.

## 4. Civic Engagement

Civic engagement is critical to improving health and environmental inequities, particularly around topics of land use, housing, and transportation.<sup>1</sup> Community members are the experts of their own experience, and can help identify the issues, needs, and opportunities that impact their health and wellbeing.

Forms of engagement should be unique across communities, neighborhoods, and stakeholders; what works for some may not be accessible to others. Barriers to civic engagement might include the cost of transportation or childcare, timing and location, language or activity format, or use of technical jargon. In addition, community members may be frustrated or distrustful of the City due to previous institutional harms and poor engagement efforts.

### 4.1 Existing Conditions

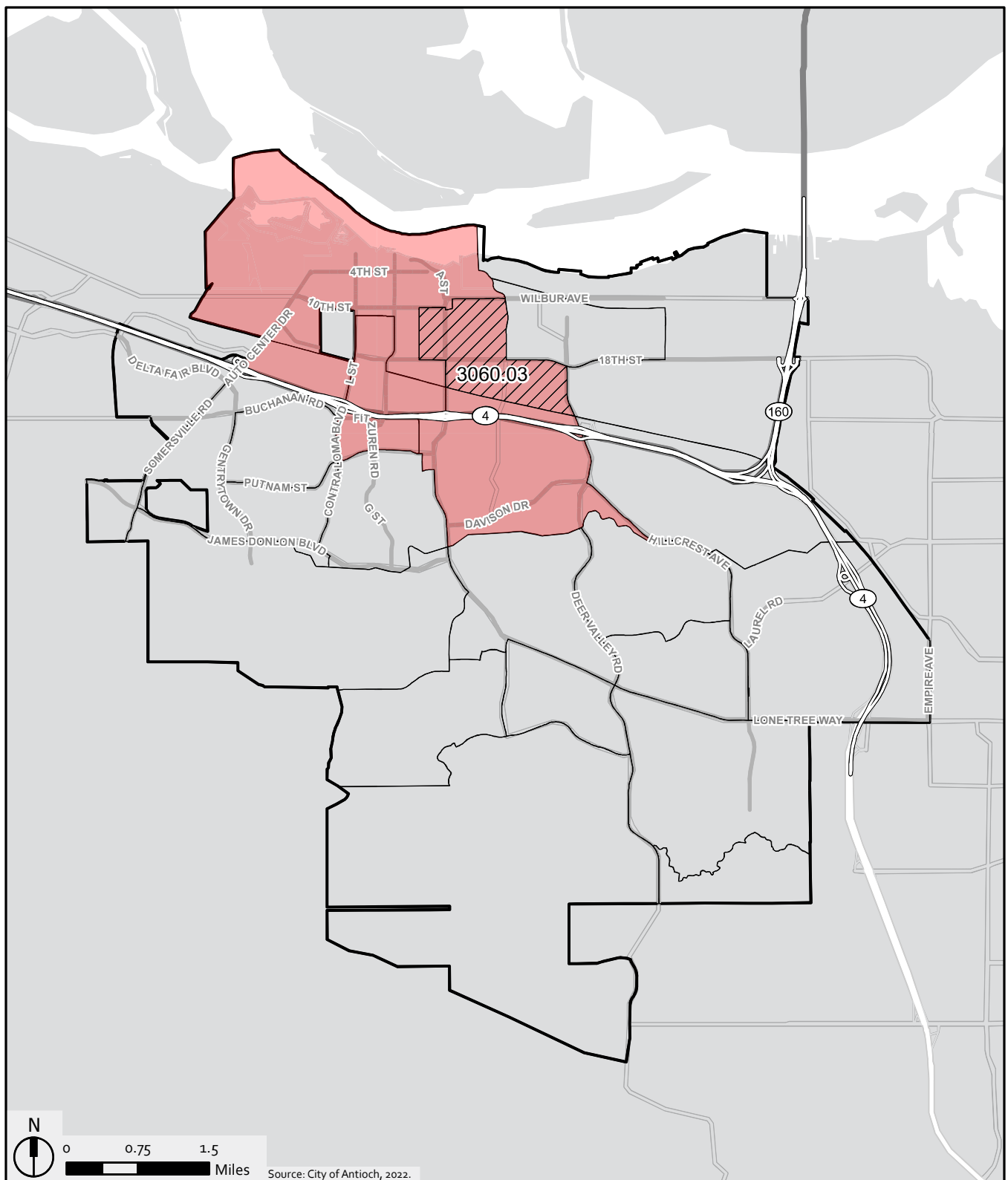
Historically, throughout the Bay Area, low-income communities, often Black and Latino communities, have been excluded from land use decisions that have long term ramifications in their neighborhoods. Antioch's EJ Neighborhoods, made up of many communities of color, may still experience greater barriers to engagement as a result of "one-size-fits-all" outreach. As shown in Figure 4-1, census tract 3060.03 within the EJ Neighborhoods has a greater proportion of limited English-speaking households compared to citywide trends. This indicates that community members may face barriers participating in predominantly English-speaking engagement processes, such as public meetings or communitywide events, without appropriate translation. According to ACS 2020 data, approximately 41 percent of residents age 5-17 and 28 percent of residents age 18 and older in tract 3060.03 speak Spanish at home. These numbers are higher than the citywide 25 percent and 21 percent, respectively.

Voting is another indicator of social cohesion and civic engagement. Residents who are unable to vote or do not have adequate resources to vote are excluded from the political process on both a local and regional level. The UC Berkeley Statewide Database tracks the number of registered voters by precinct. As of 2020, three census tracts within the EJ Neighborhoods, shown below in Figure 4-2, are less likely to participate in voting than other tracts in Antioch.<sup>2</sup>

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<sup>1</sup> National Academies of Sciences, Engineering, and Medicine, 2017. Communities in Action: Pathways to Health Equity. Available: <https://nap.nationalacademies.org/catalog/24624/communities-in-action-pathways-to-health-equity>. Accessed January 30, 2023.

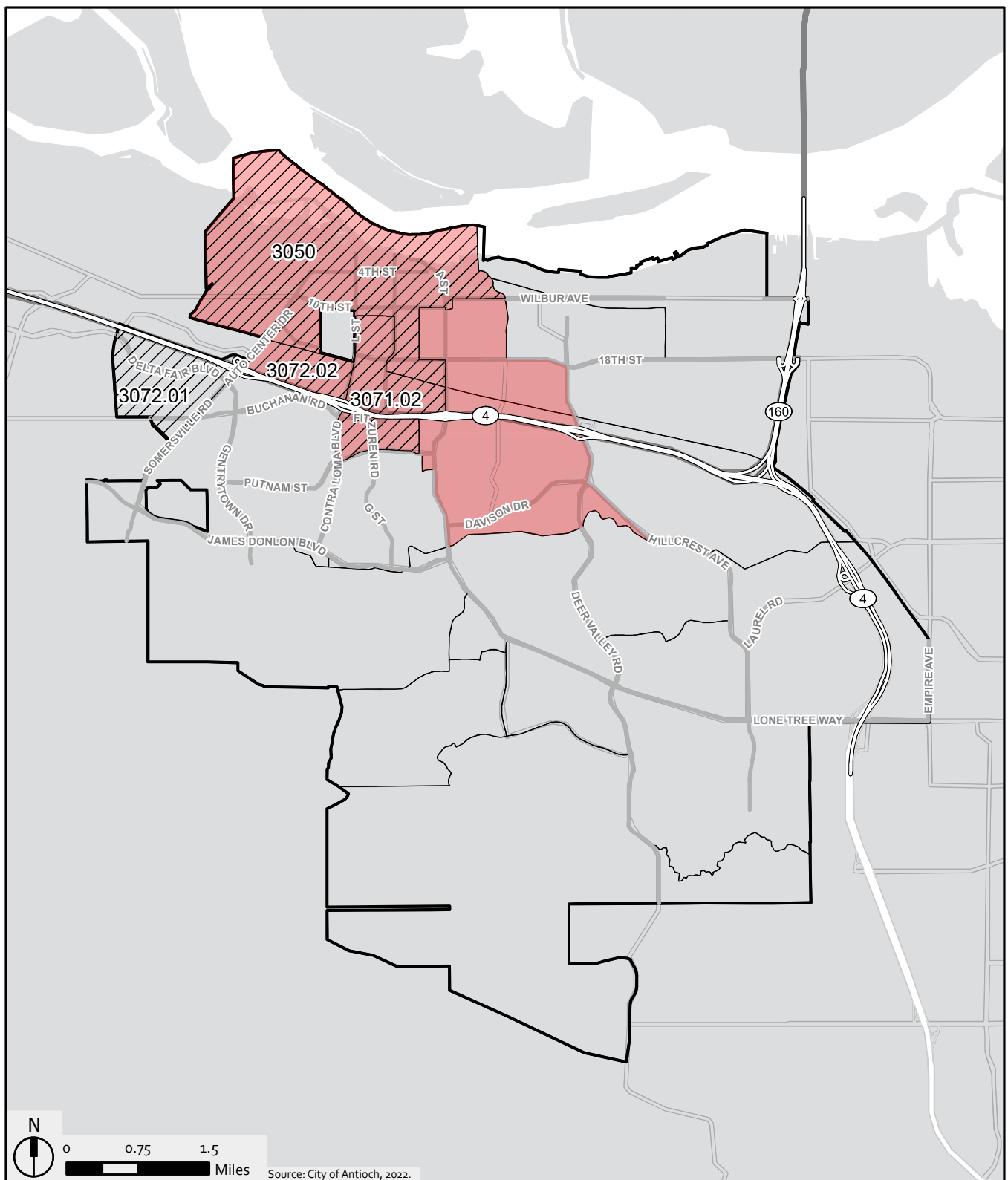
<sup>2</sup> Public Health Alliance of Southern California, n.d. California Healthy Places Index GIS Portal. Available: <https://map.healthyplacesindex.org/?redirect=false>. Accessed January 30, 2023.



- City Limit
- Census Tracts
- EJ Neighborhoods
- Highways
- Major Roads
- Census Tract with Linguistic Isolation

Figure 4-1  
Linguistic Isolation





- City Limit
- Census Tracts
- EJ Neighborhoods
- Highways
- Major Roads
- Census Tracts Where Voter Registration is Below the 25th Percentile

Figure 4-2  
Voter Registration

### 4.2 Current City Practices

The City website includes automatic translation for English, Spanish, Chinese, and Filipino. The City posts promotional materials related to meetings and events on social media platforms Facebook, Twitter, and Instagram. Additionally, events are publicized on the City's website, Antioch On The Move. Public meetings are held virtually and in-person.

### 4.3 Public Participation for the Environmental Justice Element

In preparation of the Housing Element update and this EJ Element, the City conducted several outreach activities to gain public input. In accordance with State Law, the City sought to consider barriers to participation, consult key stakeholders, and provide translation or other accessibility services to ensure that public input was representative of the most impacted community members.

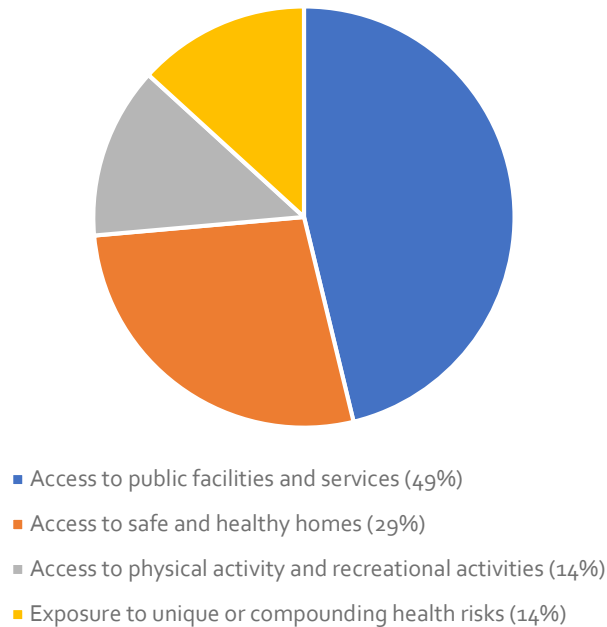
The intention of the outreach sessions was to gain input on EJ issues and solutions. Along with outreach efforts occurring for the Housing Element, such as community meetings, surveys, and interviews, targeted stakeholder focus groups were conducted with the intention of learning about EJ issues from the populations being directly affected by them.

Activities included interviews with community-based organizations (CBOs) as well as focus groups, community meetings, and surveys accessibly to Spanish-speaking residents. Due to the ongoing COVID-19 pandemic, public meetings and focus groups were held virtually and used digital polls and breakout rooms. These meetings were held throughout the duration of the EJ Element process. The City of Antioch distributed meeting flyers via CBOs at physical locations such as grocery stores, coffee shops, and public service providers. The City also co-hosted a community meeting with First 5 Contra Costa, a CBO dedicated to ensuring children grow up healthy, ready for school, and supported in safe and nurturing families and communities throughout eastern Contra Costa County.

Cumulatively, the City reached approximately 30 residents through Spanish-language activities, collected both data and stories conveying stakeholders' experiences, and received higher attendance at Housing Element meetings than other planning efforts. For more details on community engagement efforts and outcomes, see *Appendix E, Public Engagement Input* of the Housing Element.

On February 19, 2022, City consultants met with Spanish-speaking Latino residents in a focus group centered around their firsthand experiences in the city. Residents shared concerns about access to safe and well-maintained parks, as well as the availability and accessibility of affordable healthcare, childcare, and housing. These experiences were echoed in a separate meeting held on April 19, 2022 with City consultants and First 5 Contra Costa. The First 5 Contra Costa focus group shared similar sentiments as the Latino focus group, emphasizing the need for affordable housing options throughout the city, and the need for additional tenant protections to ensure residents can remain in their homes. These stories informed the discussions in the EJ Element on public facilities, safe and sanitary homes, and mobility.

On February 17 and April 13, 2022, community meetings were held to discuss the Housing Element update and the EJ Element. Community members recommended locating new developments away from freeways, encouraging alternative energy sources, and ensuring that affordable housing is accessible to existing residents. A poll conducted at the first community meeting asked participants to vote for the most critical EJ topic in Antioch. The results of this poll are found in Figure 4-3.



**Figure 4-3 Poll Results**

Source: City of Antioch February 17, 2022, Community Meeting

On April 5 and April 25, 2022, City consultants met with Contra Costa Health Services (CCHS) to discuss existing and prospective challenges to residents in Antioch. During these meetings, CCHS discussed the impacts of climate change and extreme heat on the quality of homes in Antioch, especially in neighborhoods most impacted by EJ issues. The discussion touched on the existing deficiency of social services in Antioch, alternative energy sources, and the importance of connecting policies in the EJ Element to existing countywide efforts.

#### 4.4 Feedback from Community-Based Organizations

As part of the engagement effort described above, the City co-hosted a community meeting with First 5 Contra Costa. To prepare for this meeting, First 5 Contra Costa provided guidance on best practices for engaging their community members:

1. Weeknights worked better for events
2. Outdoor tabling was more successful than a sit-down workshop
3. Splitting engagement into English and Spanish tracks is not always the right approach

City consultants also held a Housing Element focus group with CBOs regarding housing needs and barriers to housing (see *Appendix E, Public Engagement Input of the Housing Element*). When asked about strategies to distribute fair housing information in Antioch, CBOs identified the following barriers to engagement and outreach:

1. Language and adequate interpretation of resources
2. Lack of information about the best way to reach out to seniors
3. Limitations on in-person activities due to the ongoing pandemic

## 4. CIVIC ENGAGEMENT

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CBOs also expressed that in-person activities such as resource fairs, door-to-door outreach, and live presentations were effective strategies to reach their target audiences. In addition, several interviewees emphasized the importance of communication and coordination between organizations.

### 4.5 Other Public Participation Efforts

In 2022, First 5 Contra Costa, East County Regional Group, Healthy & Active Before 5, and Urban Habitat released a community housing assessment report called Antioch Change. These organizations implemented a community-based participatory approach that incorporated community guidance on questions asked and methods of data collection. These organizations along with parent volunteers elected to use a peer-to-peer data collection model that prioritized direct conversations with residents to foster trust. They were able to collect 1,032 survey responses, 81 percent of which were collected in person using tablets and paper surveys.

## 5. Pollution Exposure

Pollution exposure occurs when people come into direct contact with contaminants in the air, water, soil, or food, typically because of incompatible land uses.<sup>1</sup> These contaminants can come from a wide range of sources, including stationary sources such as industrial facilities or equipment, storage tanks leaking hazardous chemicals into groundwater and soil, and agricultural land uses applying pesticides. Mobile sources, such as vehicles emitting exhaust, may also contribute to pollution exposure.

Pollution exposure is linked to diseases including asthma, birth defects, cancer, heart disease, neurologic and reproductive disorders, and exacerbates symptoms for many of these illnesses.<sup>2</sup> Certain populations may be more vulnerable to pollution hazards, including children and infants, the elderly, and people with existing health conditions. Sensitive land uses are places where these populations are most likely to spend their time, such as childcare facilities, schools, residences, senior care facilities, and hospitals.

Antioch is bisected by State Routes 4 and 160, running east-west and north-south, and bound by the Sacramento–San Joaquin Delta, to the north of the city. State Routes 4 and 160 are highways that carry truck and vehicle traffic, serving as potential sources of air pollution. The Sacramento–San Joaquin Delta is identified by the Environmental Protection Agency (EPA) as a water body impaired or threatened by pollutants,<sup>3</sup> as described in greater detail below. As shown in Figure 5-1, the EJ Neighborhoods are generally located near State Route 4 or the Sacramento–San Joaquin Delta.

### 5.1 Existing Conditions

CalEnviroScreen 4.0 identifies the following indicators for pollution exposure:

- *Air quality:* ozone, particulate matter (PM) 2.5, diesel particulate matter, pesticide use, toxic release from facilities, and traffic impacts.
- *Water quality:* drinking water contaminants, groundwater threats, and impaired water bodies.
- *Other pollution indicators:* cleanup sites, hazardous waste generators, and solid waste facilities.

CalEnviroScreen 4.0 scores the presence of these indicators in census tracts throughout California; a score of 75% or higher indicates that a census tract is disproportionately impacted by pollution exposure compared to others.<sup>4</sup> The following sections discuss census tracts that scored 75 percent or higher for various pollution indicators in Antioch.

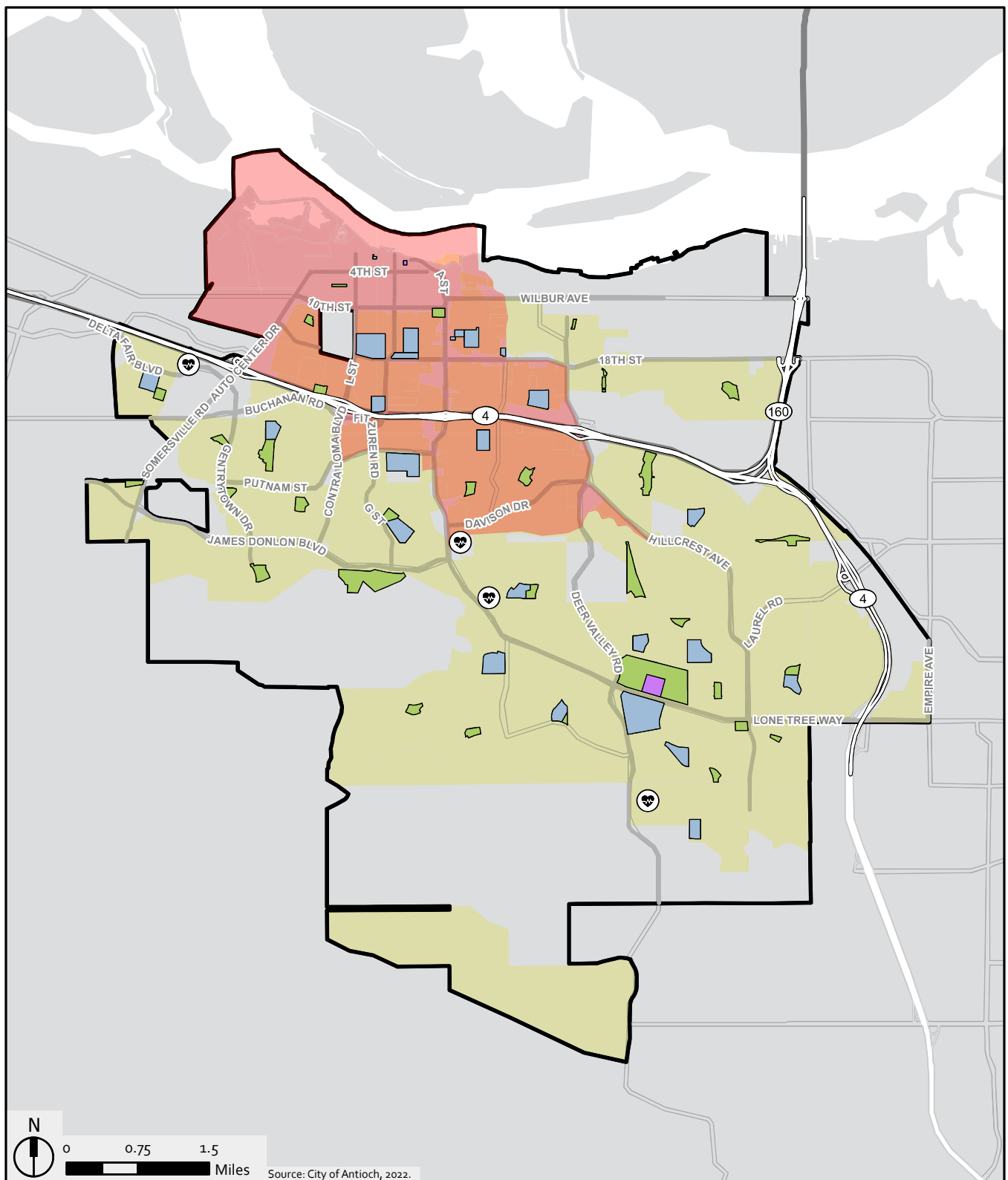
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<sup>1</sup> Ricklin, A., and Shah, S., 2017. Metrics for Planning Health Communities. American Planning Association. May. Available: <https://planning-org-uploaded-media.s3.amazonaws.com/document/Metrics-Planning-Healthy-Communities.pdf>. Accessed January 30, 2023.

<sup>2</sup> Governor's Office of Planning and Research, 2020. op. cit.

<sup>3</sup> U.S. Environmental Protection Agency, 2012. Water Quality Challenges in the San Francisco Bay/Sacramento-San Joaquin Delta Estuary: EPA's Action Plan. August. Available: <https://www.epa.gov/sites/default/files/documents/actionplan.pdf>. Accessed January 30, 2023.

<sup>4</sup> Zeise, L. and Blumenfeld, J., 2021. op. cit.



- City Limit
- EJ Neighborhoods
- Highways
- Major Roads
- + Hospitals/Major Medical Centers
- Residential and Planned Development Zones
- Parks
- Public Schools
- Community Centers

Figure 5-1  
Sensitive Land Uses



### 5.1.1 Air Quality

Sources of air quality pollutants include State Routes 4 and 160, running east-west and north-south respectively, and bound by the Sacramento–San Joaquin Delta, to the north of the city. CalEnviroScreen 4.0 uses air monitoring data from the California Air Resources Board (CARB) to identify areas where air pollution exposure is more prevalent. The nearest air monitors to Antioch are in Bethel Island and Concord (more than 10 miles away). Therefore, CalEnviroScreen 4.0's analysis may underestimate the levels and type of pollution exposure experienced in the city.

Diesel PM refers to exhaust particles emitted by diesel engines used in heavy-duty equipment or vehicles. These types of vehicles and equipment are commonly found near ports, railyards, and freeways. California regulations enacted since 1990 have led to a steady decline in diesel emissions that continues today. As shown in Figure 5-2, CalEnviroScreen 4.0 identifies three census tracts where exposure to diesel PM is disproportionately high; two of these census tracts are located within EJ Neighborhoods.

Traffic is a significant source of air pollution in California's urban areas, where more than 50 percent of particulate emissions come from traffic.<sup>5</sup> These emissions are generally concentrated around freeways and major roads where traffic is heavier.

As shown in Figure 5-2, at least one census tract within Antioch falls above the 75<sup>th</sup> percentile for traffic impacts, meaning that traffic volumes are disproportionately higher within this census tract than others.

### 5.1.2 Asthma

In addition to these conditions, CalEnviroScreen 4.0 measures asthma-related emergency visits by census tract. More than three million Californians currently have this condition, and children, the elderly, and low-income communities suffer from it disproportionately. Air pollutants exacerbate asthma symptoms and can trigger asthma attacks.

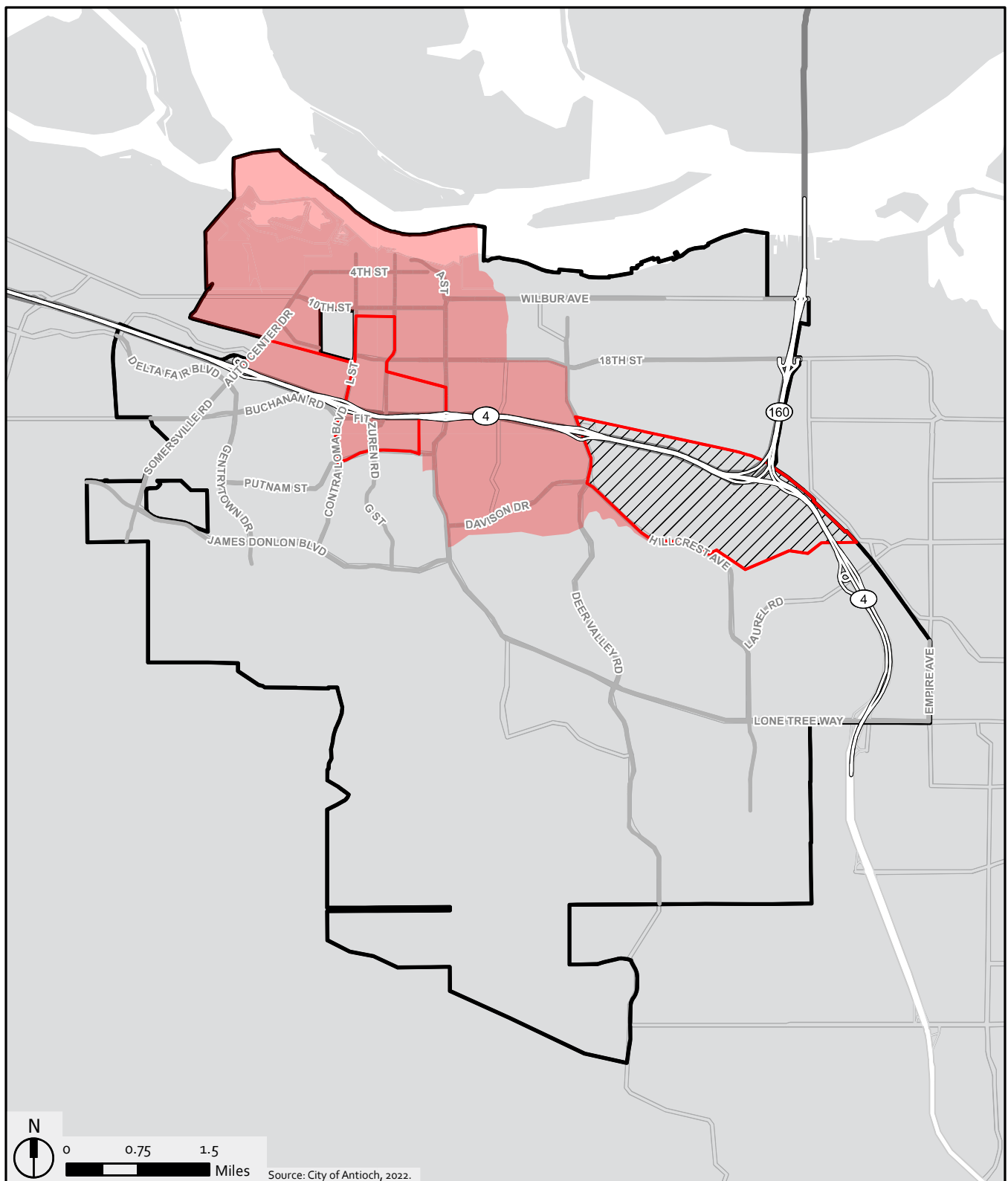
As shown in Figure 5-3, all census tracts in Antioch's EJ Neighborhoods experience disproportionate rates of asthma-related emergency room visits as compared to the state. Within Antioch, asthma rates are most severe in the EJ Neighborhoods, the northeastern areas, and the western areas near the EJ Neighborhoods (i.e., above the 99<sup>th</sup> percentile). Compared to the measure of air pollutants collected by CalEnviroScreen 4.0, these high asthma rates indicate that air pollution exposure is a critical, citywide health issue. These citywide rates reflect Bay Area Quality Management District's (BAAQMD) designation of Antioch as a Community Air Risk Evaluation (CARE) Program impacted community. This designation is based on detailed emission inventories and air dispersion modeling conducted by BAAQMD.

### 5.1.3 Water Quality

Storage tanks can be used to store hazardous substances above or underground, including gasoline, solvents, heavy metals, and pesticides. When tanks leak, these substances may degrade soil and groundwater. The State Water Resources Control Board (SWRBC) keeps track of these leaking sites and their statuses.

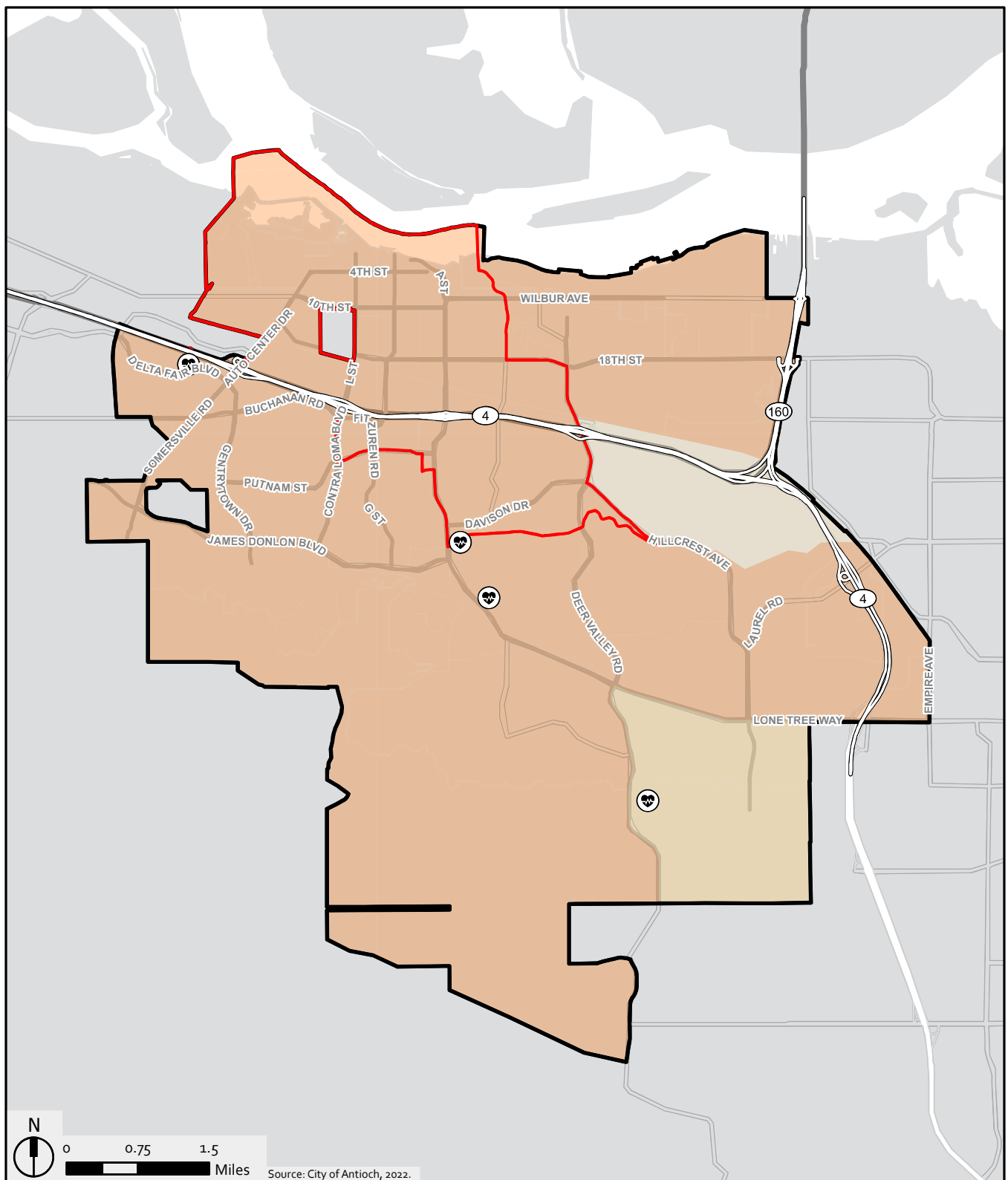
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<sup>5</sup> Ibid.



- City Limit
- EJ Neighborhoods
- Diesel PM (>75th Percentile)
- Traffic (>75th Percentile)
- Highways
- Major Roads

Figure 5-2  
Air Quality Pollutants



- City Limit
  - EJ Neighborhoods
  - Highways
  - Major Roads
  - ♥ Hospitals/Major Medical Centers
- Asthma Percentiles
- <80%
  - 80-90%
  - 90-100%

Figure 5-3  
Asthma-Related Emergency Visits

## 5. POLLUTION EXPOSURE

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CalEnviroScreen 4.0 assesses the severity of these sites' potential health impacts and their proximity to sensitive uses. In Antioch, six census tracts in the north and west portions of the city are disproportionately exposed, indicating that groundwater threats are an environmental hazard both in and around the EJ Neighborhoods.

Rivers, lakes, and marine waters are used for recreation, fishing, drinking/agriculture, and commerce, and may also serve as habitat for local flora and fauna. Waters that are contaminated by pollutants pose increased risks for Antioch communities, particularly residents living nearby or who swim, eat fish, or drink from an impaired water body. In addition, impaired water bodies may affect the health of the surrounding ecosystem, impacting the availability and quality of natural resources.<sup>6</sup> The SWRCB maintains a record of impaired water bodies that assesses both pollutant levels and beneficial use of the resource. CalEnviroScreen 4.0 uses the SWRCB data to analyze each census tract's proximity to pollutants found in impaired water bodies. As shown in Figure 5-4, nine census tracts experience higher levels of pollution exposure from impaired water bodies, including all census tracts identified as EJ Neighborhoods. Water pollutants for the Sacramento–San Joaquin Delta include pesticides, toxic organics (sometimes associated with petroleum or natural gas), and metals. The most severe of these tracts (above the 90<sup>th</sup> percentile) are located to north, along State Route 4 and the San Joaquin River.

### 5.1.4 Other Pollution Indicators

Cleanup, or brownfield sites, are sites that are contaminated by hazardous substances and require cleanup actions before they can be reutilized. The State Department of Toxic Substances Control (DTSC) maintains a public database of these sites, the severity of their contamination, and their status. Hazardous substances can move off-site through air, soil, or water, increasing exposure risk for nearby residents and sensitive land uses. In addition, brownfield sites may go underutilized or untreated due to the cost of cleanup. See Figure 5-5 for census tracts with 75 percent score or higher for cleanup sites. Cleanup sites within these census tracts are associated with previous industrial land uses in the area.

Facilities that generate, process, or dispose of hazardous waste are linked to negative health outcomes for residents and environmental conditions in proximity.<sup>7</sup> While newer facilities are designed to prevent contamination, the perception of these sites may negatively affect the economic, social, and physical health of surrounding areas.<sup>8</sup> Within Antioch, three census tracts have higher exposure to hazardous waste sites than others, within the EJ Neighborhoods and other communities in the northern portion of the city.

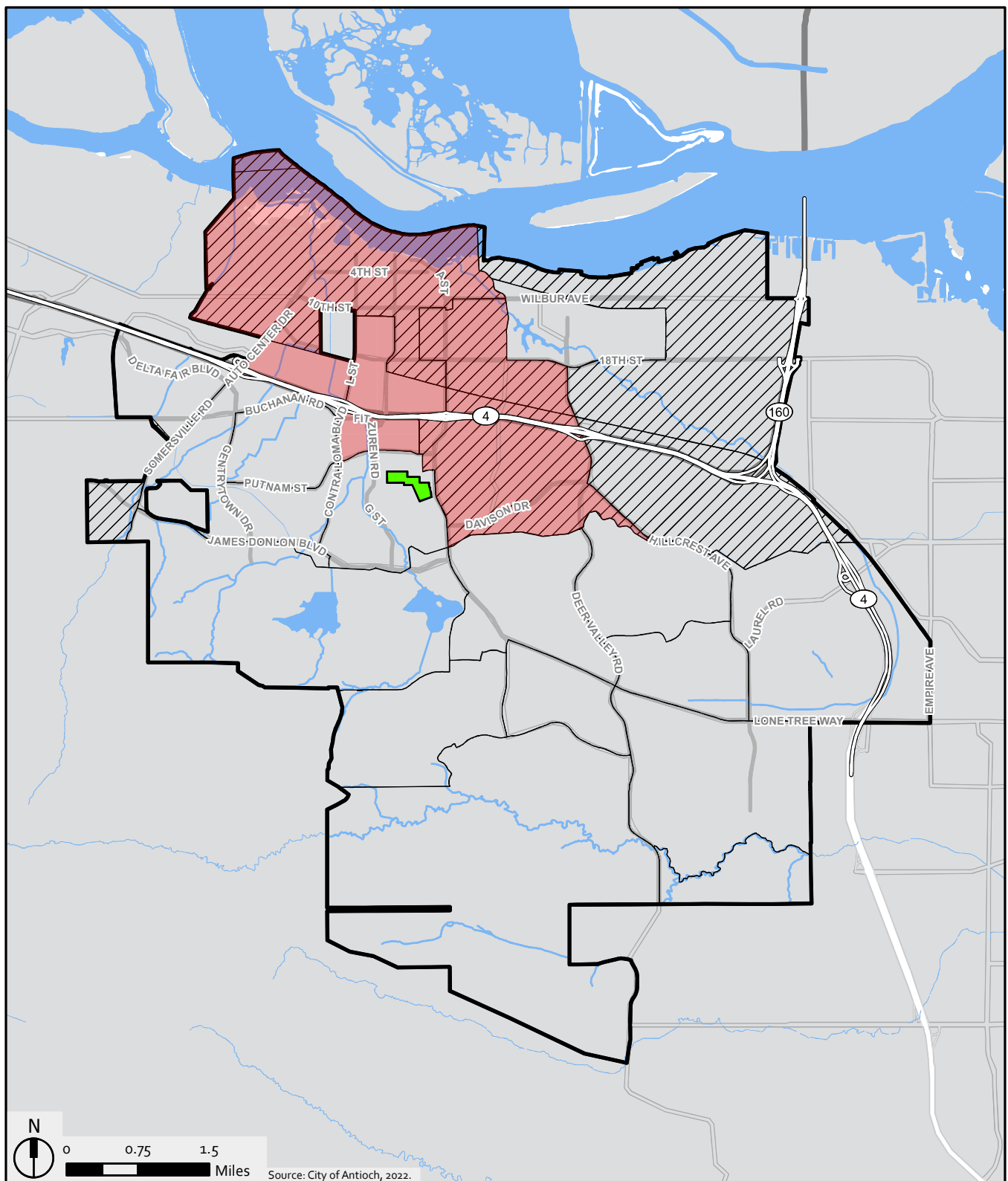
Older solid waste facilities, such as landfills and treatment sites, may be out of compliance with current standards and expose surrounding neighborhoods and environmental conditions to pollutants. In addition, these facilities are associated with other health hazards, including odors, vermin, and increased truck traffic. Figure 5-5 shows that two tracts in the western portion of Antioch experience greater exposure to solid waste sites than the rest of the city.

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<sup>6</sup> Ibid.

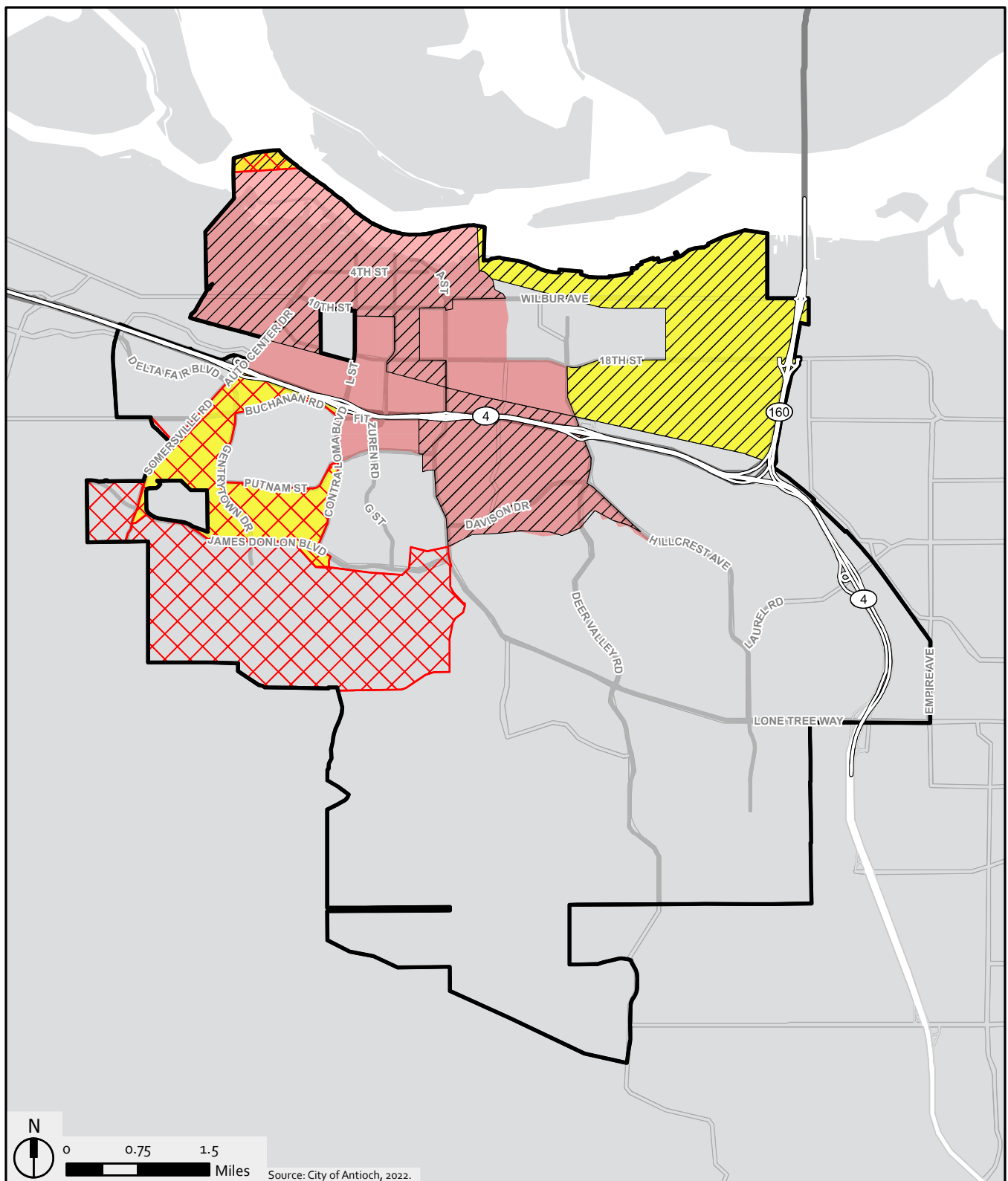
<sup>7</sup> Kouznetsova et al., 2007. Increased rate of hospitalization for diabetes and residential proximity of hazardous waste sites. *Environmental Health Perspectives* 115(1):75-9. January. Available: <https://doi.org/10.1289/ehp.9223>. Accessed January 30, 2023.

<sup>8</sup> Zeise, L., and Blumenfeld, J., 2021. op. cit.



- |                  |  |
|------------------|--|
| City Limit       | Creeks   |
| Census Tracts    | Census Tracts with Groundwater Threat Indicators (> 75th Percentile) |
| EJ Neighborhoods | Impaired Water Bodies  |
| Highways         | Water Treatment Plant  |
| Major Roads      |  |

Figure 5-4  
Water Quality Pollutants



- |                  |   |
|------------------|---|
| City Limit       | Solid Waste Sites (> 75th Percentile)     |
| EJ Neighborhoods | Hazardous Waste Sites (> 75th Percentile) |
| Highways         | Cleanup Sites (> 75th Percentile)         |
| Major Roads      |   |

Figure 5-5  
Cleanup Sites, Hazardous Waste Facilities, and Solid Waste Facilities  
City of Antioch Environmental Justice Element



## 6. Public Facilities

Senate Bill (SB) 1000 uses “public facilities” as an umbrella term that includes, but is not limited to, public improvements, services, and community amenities.<sup>1</sup> In Antioch, this includes parks, community centers, libraries, and schools. In addition to these publicly operated facilities, this section of the EJ Element considers health services to be an important public resource.

Public facilities contribute to the health, safety, and wellness of Antioch by enhancing public spaces and providing services accessible to all community members. Insufficient public facilities can pose safety hazards (e.g., lack of crosswalks or adequate lighting) or subject community members to a lower quality of life (e.g., lack of parks or community centers). In addition, public facilities require ongoing maintenance to meet community needs. For non-public resources such as emergency health centers, the cost of service, language barriers, and other socioeconomic factors may present additional issues.

Based off discussions with residents and local organizations, EJ Neighborhoods struggle with insufficient access to public facilities or substandard quality compared to other neighborhoods. The following discussion assesses existing public facilities in Antioch.

### 6.1 Existing Conditions

#### 6.1.1 Parks

Antioch has approximately 35 parks in varying sizes ranging from 0.5 to 99 acres. Within the EJ Neighborhoods, there are 6 parks as depicted in Figure 6-1. These include Antioch City Park, Contra Loma Estates Park, Fairview Park, Harbour Park, Mountair Park, and Prosserville Park. In addition to these parks, the city is served by multi-use trails running east-west, predominantly located south of State Route 4. According to a Parks Assessment conducted by East County Regional Group and First 5 Contra Costa in 2015, community members identified parks in the northwest portion of Antioch, which encompasses most of the EJ Neighborhoods as needing major improvements. Within this assessment, community members mentioned the importance of safety, play equipment, bathrooms, and water fountains in determining the quality of a park facility.<sup>2</sup>

More recent city-wide efforts, as outlined below, have evaluated access to and the inclusive design and operation of parks and recreation facilities to ensure an equitable distribution of facilities throughout the city.

#### *Policy for Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces*

In 2020 the Antioch City Council voted to authorize staff to develop a policy which provides for the all-inclusive design and programming of existing and future parks and recreation facilities. In response, Staff worked alongside Gates and Associates, and non-profit stakeholders including First Five Contra Costa County and Be Exceptional Programs to draft the City’s Policy for Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces, which was ultimately adopted by Council on September 14,

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<sup>1</sup> Zeise, L., and Blumenfeld, J., 2021. op. cit.

<sup>2</sup> East County Regional Group and First 5 Contra Costa Children and Family Commission, 2015. Antioch Parks Assessment Report. January. Available: [http://www.first5coco.org/wp-content/uploads/2019/07/AntiochParkAssessmentReport\\_FINAL\\_4.21.15.pdf](http://www.first5coco.org/wp-content/uploads/2019/07/AntiochParkAssessmentReport_FINAL_4.21.15.pdf). Accessed January 30, 2023.

## 6. PUBLIC FACILITIES

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2021. The purpose of the policy is to ensure inclusive play environments throughout the city which incorporate design elements intended to serve all members of the community, regardless of physical, cognitive, or behavioral ability. Examples of inclusive design elements include the availability of shade and restrooms; accessible routes, sidewalks, and parking areas; and comfortable places for users to retreat, rest, and observe.

The organizes existing Antioch parks into three tiers based on the existence of inclusive features and current usage. Tier 1 parks are destinations for the whole community and therefore important locations to develop fully inclusive play environments. Tier 2 parks are neighborhood parks with adequate restrooms and parking. Tier 3 parks are those that do not possess characteristics of Tier 1 or Tier 2 parks and require improvements beyond the playground such as level topography, updated restrooms, shaded seating, and adequate space.

The following lists parks located in EJ Neighborhoods according to their tier classification:

- Antioch City Park – Tier 1
- Contra Loma Estates Park – Tier 3
- Fairview Park – Tier 3
- Harbour Park – Tier 3
- Mountair Park – Tier 3
- Prosserville Park – Tier 3

The policy identifies guidelines for future development by tier. Tier 1 guidelines apply to parks that are intended to become fully inclusive upon renovation, including upgrades such as the usage of natural colors versus bright colors, safety surfaces such as pour-in-place rubber, equitable motor skill play experiences such as swinging and balancing, enclosed play environments with seating and controlled access points, and tactile and auditory sensory experiences. Tier 2 guidelines include the addition of play opportunities for all abilities as well as the accommodation of a comfortable environment for parents and children alike. Tier 3 guidelines establish that future renovations shall include inclusive play elements into the overall playground design, along with general accessibility improvements such as sidewalk access, shaded seating amenities, and upgraded restroom facilities.

The Policy also outlines a series of policies and actions for the city to consider as funding becomes available, in relation to each type of facility. These include:

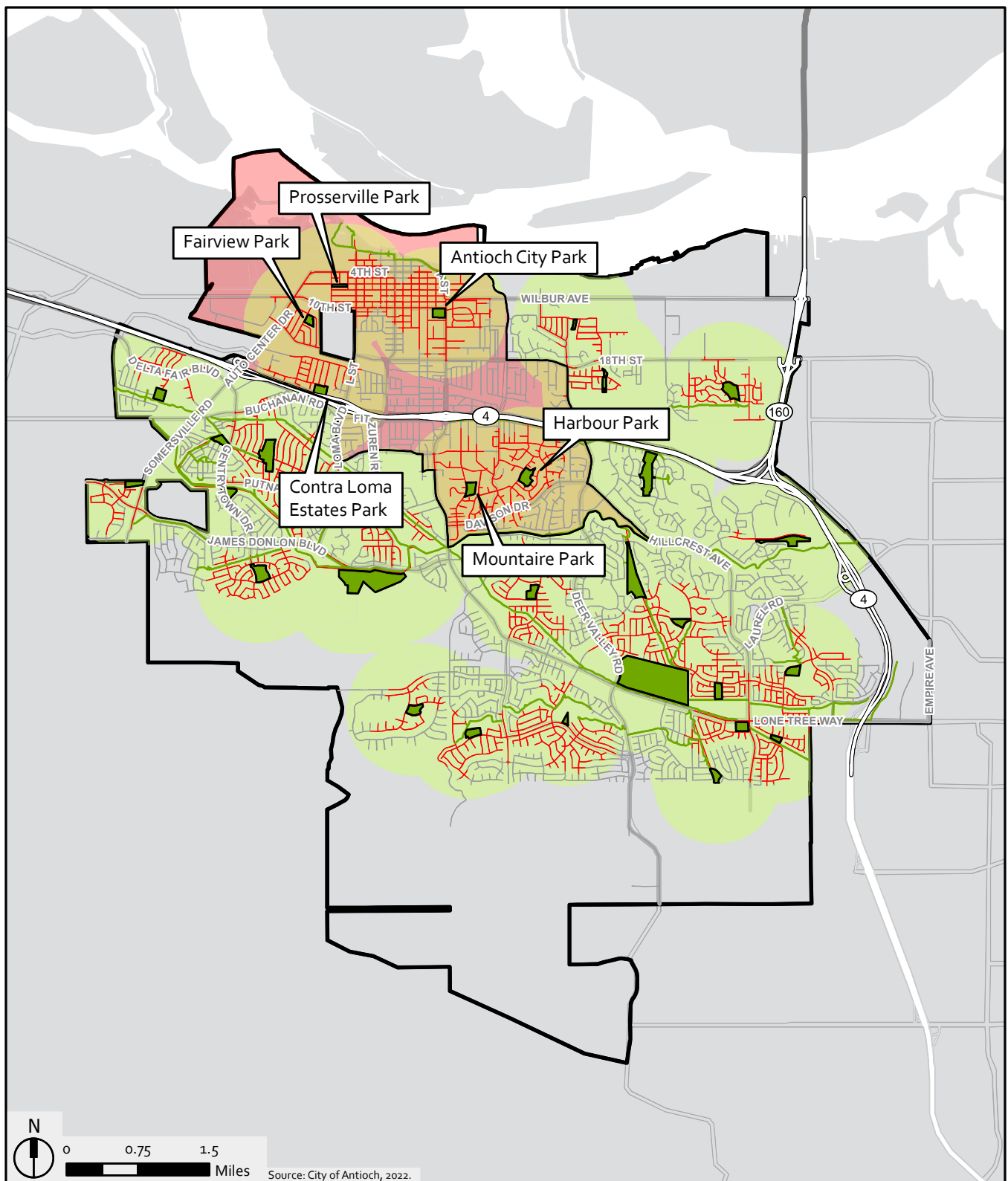
- the conducting of a regularly updated inclusivity assessment of existing city parks to inform the prioritize park renovation projects.
- the intent to develop another Tier 1 park in the northwestern portion of the city, selecting from the list of existing Tier 2 parks to upgrade
- The intent to develop fully inclusive playgrounds at each of the three Tier 1 Parks in the City including Antioch City Park which is located in an EJ neighborhood. Policy for Inclusion in Parks and Recreation Programs for People of All Abilities

In addition to the above-described Policy, staff also worked alongside stakeholders like First Five Contra Costa County to develop a complementary Policy for Inclusion in Parks and Recreation Programs for People of All Abilities, which was adopted by City Council on September 14, 2021. This policy establishes guidelines to ensure that programs offered by the Parks and Recreational Department are accessible to all Antioch residents regardless of their physical abilities. These guidelines include the establishment of a framework for recreation programs designed for persons with varying abilities, outlining the city's

reasonable accommodations process to accommodate persons with disabilities in recreation and parks facilities, and inclusivity training for parks and recreation staff.

### **6.1.2 Community Centers and Libraries**

Community centers are centers of public activity for community members of all ages. Community centers offer rooms for community events and meetings, as well as recreational and education programming. In addition, community centers may be used as cooling centers on days of extreme heat or poor air quality. The Antioch Recreation Department operates Antioch Community Center, Antioch Water Park, Nick Rodriguez Community Center, and Antioch Senior Center. As shown in Figure 6-2, Nick Rodriguez Community Center and Antioch Senior Center are located within the EJ Neighborhoods near the northern city boundary.



- |                  |                                  |
|------------------|----------------------------------|
| City Limit       | Parks                            |
| EJ Neighborhoods | Parks Service Area (0.5 Miles)   |
| Highways         | Parks Service Routes (1 Mile)    |
| Major Roads      | Parks Service Routes (0.5 Miles) |
|                  | Trails                           |

Figure 6-1  
Service Area of Existing Parks

Libraries provide additional public spaces with free, accessible resources and activities that support businesses, families, and individuals in Antioch. The Contra Costa County Library (CCCL) provides free access to reading materials, meeting rooms, adult and youth literacy resources, events, and classes.<sup>3</sup> In addition, the CCCL partners with other organizations and programs to support public access to resources outside of the library district, such as museums and cultural attractions. CCCL serves Antioch at two locations: the Antioch Library and Prewett Library. The Antioch Library is located centrally within the EJ Neighborhoods, to the north of State Route 4, and the Prewett Library is in the southern portion of city within the Antioch Community Center, which is located near the Water Park.

### 6.1.3 Public Schools

As of 2022, the Antioch Unified School District (AUSD) operates 28 schools across the city, including the EJ Neighborhoods.<sup>4</sup> For the 2020-2021 school year, AUSD had a cumulative enrollment of 17,197 students. Of the 17,197 students, 11,247 students qualified for free and reduced-price meals, 126 met the definition of foster youth, and 2,909 were classified as English learners (formerly known as Limited-English-Proficiency or LEP).<sup>5</sup>

Within the EJ Neighborhoods are Prospects High School; Antioch Middle School; Fremont, Kimball, Marsh, and Belshaw Elementary Schools; and Bidwell Continuation High School. Several of these schools – Marsh, Belshaw, and Bidwell – have facilities within proximity of State Route 4. In addition, Park Middle School is located just south of the EJ Neighborhoods. Communities to the east of the EJ Neighborhoods and north of State Route 4 have limited school access; Orchard Park Elementary School, part of the AUSD system, is located just east of the city boundary. Some neighborhoods along the southeast city boundaries are served by Liberty and Brentwood Unified School Districts.

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<sup>3</sup> Contra Costa County Library, n.d. About Us. Available: <https://ccclib.org/about-us/>. Accessed January 30, 2023.

<sup>4</sup> Antioch Unified School District, n.d. School Directory. Available: <https://www.antiochschools.net/domain/52>. Accessed January 30, 2023.

<sup>5</sup> Educational Data Partnership, n.d. Antioch Unified. Available: <http://www.ed-data.org/district/Contra-Costa/Antioch-Unified>. Accessed January 30, 2023.

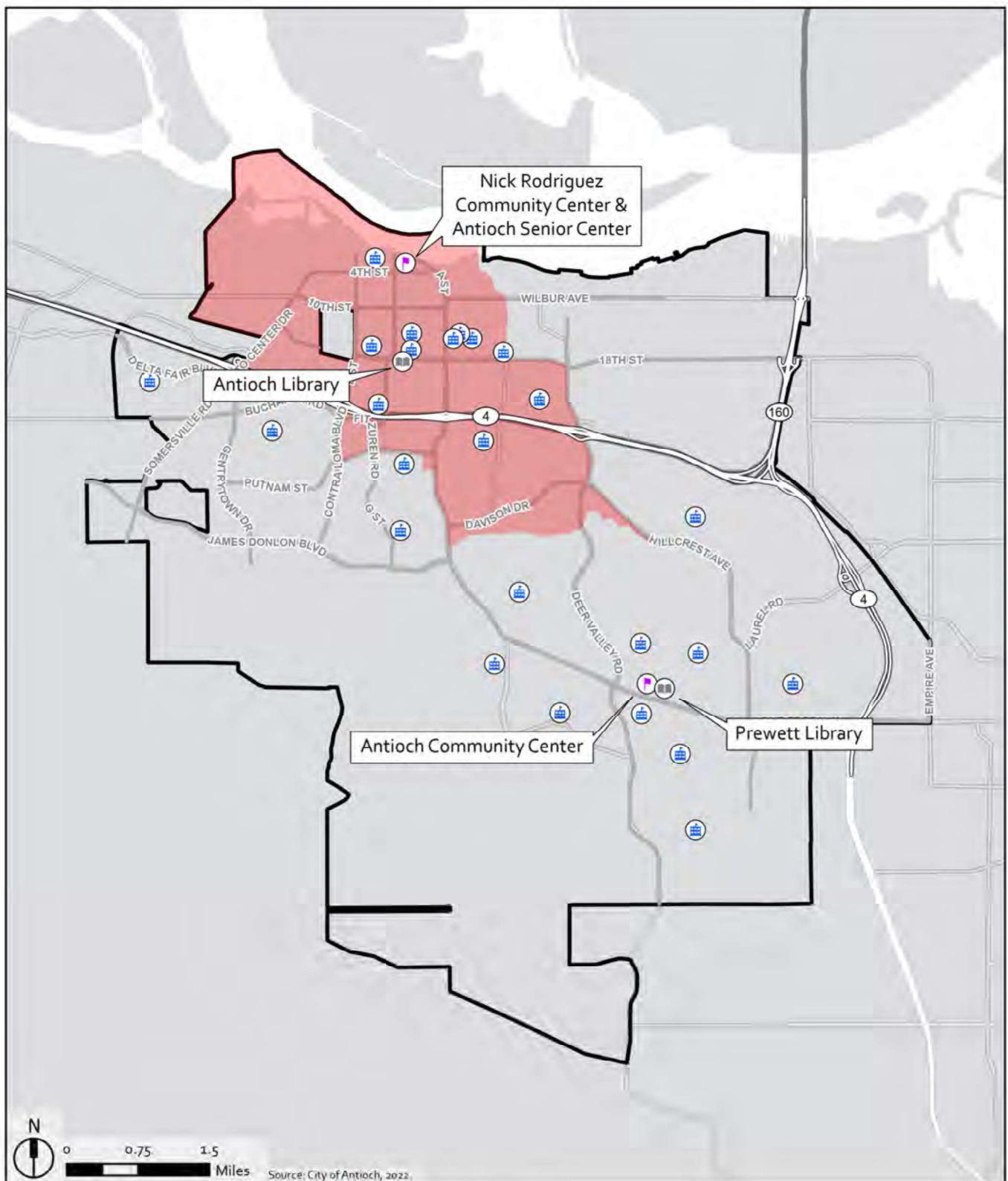
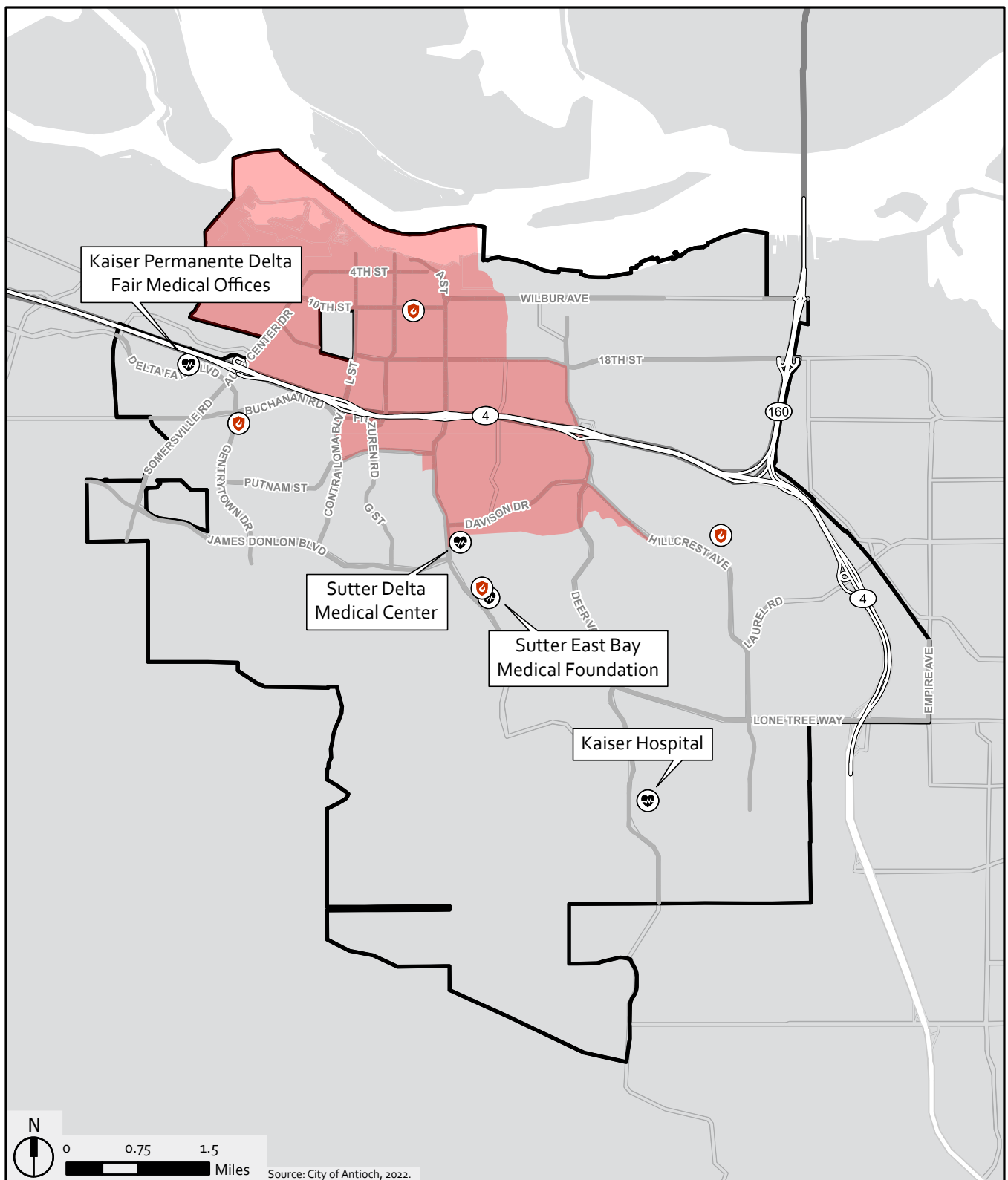


Figure 6-2  
Community Centers, Schools, and Libraries  
City of Antioch Environmental Justice Element  
A44





- City Limit
- EJ Neighborhoods
- Highways
- Major Roads
- H Hospitals/Major Medical Centers
- F Fire Stations

Figure 6-3  
Hospitals and Fire Stations

## 6. PUBLIC FACILITIES

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## 7. Healthy Food Access

Access to healthy foods is a critical determinant in community wellbeing that impacts both health outcomes and overall quality of life. Food security (i.e., a state where people have reliable access to affordable, nutritious foods) is among the most frequently accepted measures of healthy food access. Food security can be measured across three indicators:

- **Access.** Having sufficient resources to obtain food (e.g., affordability and distance).
- **Availability.** Having enough food available (e.g., production).
- **Utilization.** Having appropriate food resources (e.g., nutritious options, water, and sanitation).

Community members may have different food preferences or dietary restrictions. When considering an indicator such as access, it is critical to consider the availability of healthy culturally appropriate foods.

There are opportunities to improve access to healthy foods across the entire food system, from production to consumption. These opportunities can positively impact other EJ issues outside of the food sphere. For example, increasing access to locally produced foods can reduce truck/delivery traffic, and resources like farmers' markets or community gardens can contribute to active public spaces.

### 7.1 Existing Conditions

As depicted in Figure 7-1, several retail food stores exist within and in proximity to EJ Neighborhoods in the City of Antioch. For analysis purposes, retail food stores less than 10,000 square feet are distinguished from those greater than 10,000 square feet to better identify grocery stores offering a wider variety of food options. In the EJ Neighborhoods, there are four food retailers larger than 10,000 square feet: Costco Wholesale, Antioch Food Network, Cielo Supermarket, and Safeway, with additional stores near but not within EJ Neighborhoods as depicted by the figure. There are also 11 smaller food retailers in the EJ Neighborhoods, which typically sell culturally specific foods or convenience goods. As shown in the figure, there are several pockets of the EJ Neighborhoods that are outside of the 0.5-mile Service Area for the major food retailers and a residential pocket in the southeastern region of the EJ Neighborhood that is outside of the 0.5-mile Service area for both major and minor food retailers. In addition to food retail stores, Antioch is also served by the Food Bank of Contra Costa and Solano, which administers a communitywide produce program at 12 locations in Antioch, partners with 15 food pantries, and provides a senior food program.

Feeding America conducts an annual study to estimate the number of food-insecure people and the percentage of the population that experienced food insecurity at some point during a given year. In 2019, Contra Costa County had a reported food insecurity rate of 7.6 percent, among the lowest for California counties. However, Feeding America also found that almost 40 percent of food-insecure individuals (or approximately 34,436 people) in Contra Costa County were ineligible for federal nutrition programs like CalFresh and the Women, Infants, and Children Program (WIC) because they made gross income above

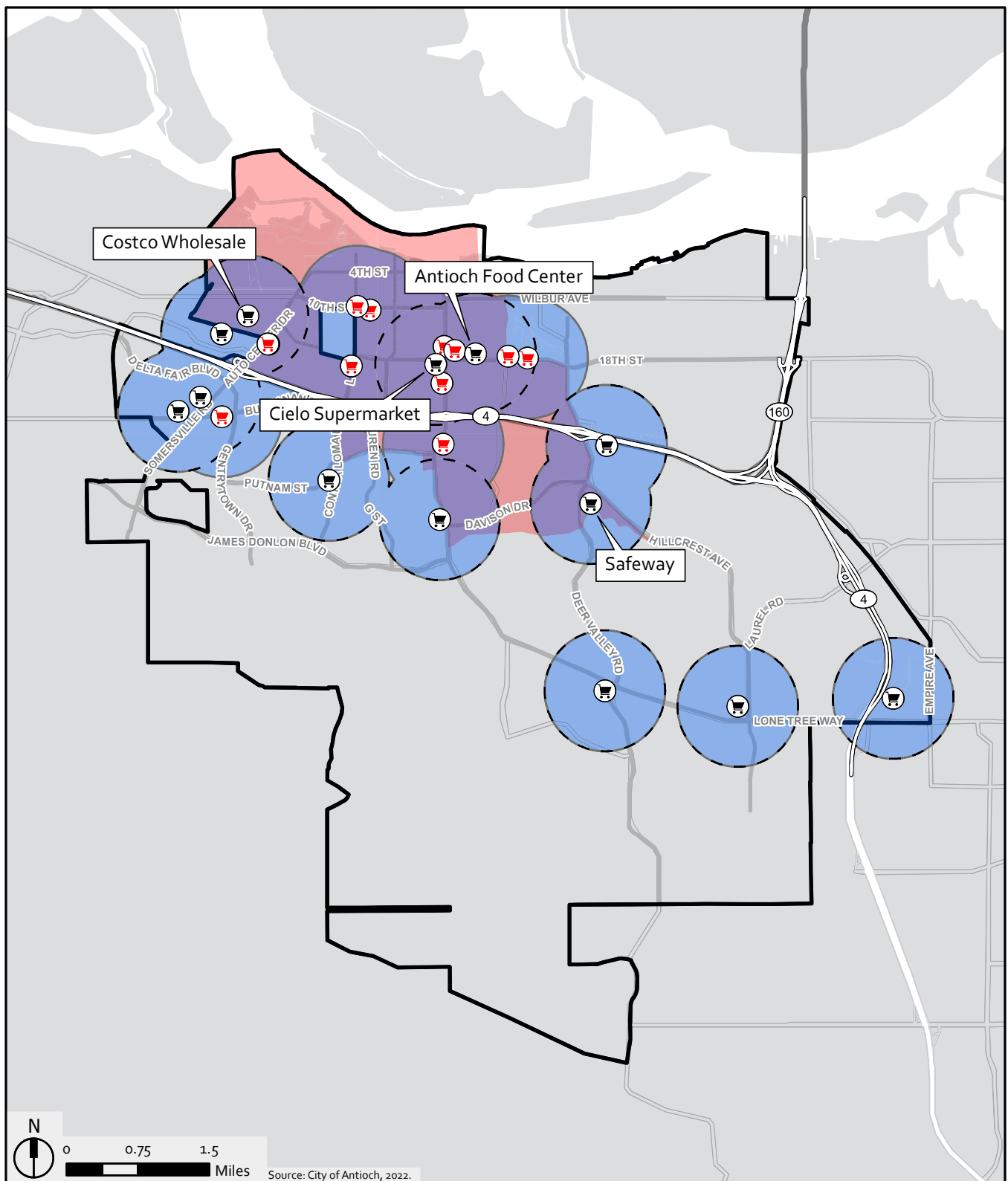
## 7. HEALTHY FOOD ACCESS

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the required threshold. When households earn too much to qualify for these programs, they must choose between competing priorities such as housing, utilities, and medical expenses.<sup>1</sup>

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<sup>1</sup> Hake, M., Engelhard, E., and Dewey, A., 2022. Map the Meal Gap 2022: A Report on County and Congressional District Food Insecurity and County Food Cost in the United States in 2020. Feeding America. July. Available: [https://www.feedingamerica.org/sites/default/files/2022-09/Map%20the%20Meal%20Gap%202022%20Report\\_0.pdf](https://www.feedingamerica.org/sites/default/files/2022-09/Map%20the%20Meal%20Gap%202022%20Report_0.pdf). Accessed January 30, 2023.



- |                  |   |
|------------------|---|
| City Limit       | Retail Food Store Service Area (0.5 mi.)                  |
| EJ Neighborhoods | Retail Food Stores >10,000 sq. ft. Service Area (0.5 mi.) |
| Highways         | Retail Food Stores >10,000 sq. ft.                        |
| Major Roads      | Retail Food Stores <10,000 sq. ft.                        |

Figure 7-1  
Retail Food Store Access Within 0.5 Miles

## 7. HEALTHY FOOD ACCESS

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## 8. Safe and Sanitary Homes

Access to affordable and safe housing was a common issue brought up by residents during the outreach effort. This section provides an overview this topic; however, for a comprehensive analysis of housing issues within the City of Antioch please see the most recent Housing Element.

### 8.1 Cost Burden

Access to affordable housing is a pressing issue for residents within Antioch, especially within the EJ Neighborhoods. Many of the residents being impacted by affordability within EJ Neighborhoods are people of color, specifically Black or Hispanic. Within the EJ Neighborhoods, as discussed previously in the *Chapter 3, Demographics*, Black and Hispanic residents make up between 49 and 70 percent of the population. Additionally, within the EJ Neighborhoods, most census tracts are predominately occupied by renters. Citywide, about 59 percent of renters are spending 30 percent or more of their income on housing, placing them within the cost-burden category.<sup>1</sup>

These trends were reflected in a housing assessment report prepared by local organizations in 2022 called Antioch CHANGE. Based off the report—prepared by First 5 Contra Costa, East County Regional Group, Health & Active Before 5, and Urban Habitat—49 percent of surveyed residents were primarily concerned about affordability, followed by habitability/safety (36 percent) of their living situation.<sup>2</sup> Additionally, 79 percent of residents are worried that their rent may increase, and 68 percent were worried about not being able to pay rent. This stress is due to the fact that surveyed residents spend at least 63 percent of their monthly income on rent, making them severely rent burdened. From the 1,032 surveyed residents, 84 percent reside in North Antioch.

Many severely rent burdened residents are concerned with losing their housing and concerned about experiencing homelessness. Although census tract specific data is not available regarding homelessness, rising housing costs across the bay area during the past couple years have resulted in an increase in homeless population.<sup>3</sup>

### 8.2 Habitability

Habitability was the second biggest concern for the surveyed residents from the Antioch Change report, especially for renters. Renters were three times more likely to identify habitability as a concern compared to homeowners. The most common habitability issues were illegal activity/theft, broken heating/air, plumbing issues, pests/rodents, broken appliances, and mold. There are more likely to occur in older homes, and within Antioch, older homes are primarily located within or near the EJ Neighborhoods.

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<sup>1</sup> City of Antioch, 2015. 2015-2023 Housing Element: Appendix B: Review of Housing Element Past Performance. April 14. Available: <https://www.antiochca.gov/fc/community-development/planning/2015-2023-housing-element.pdf>. Accessed January 30, 2023.

<sup>2</sup> Gordon, L., Laughlin, R.E., Schildt, C., and Uscilka, A., 2022. Antioch CHANGE: A Community Housing Assessment of Needs, Gaps, and Equity in Antioch, California. June 17. Available: <http://www.first5coco.org/wp-content/uploads/2022/06/Antioch-CHANGE-Report-DIGITAL-FINAL-Eng-6.17.22.pdf>. Accessed January 30, 2023.

<sup>3</sup> Bay Area Economic Institute, 2021. Bay Area Homelessness: New Urgency, New Solutions. June. Available: <http://www.bayareaeconomy.org/files/pdf/HomelessnessReportJune2021.pdf>. Accessed January 30, 2023.

## 8. SAFE AND SANITARY HOMES

Citywide, the median year structures were built 1985. Within EJ Neighborhoods, the median year ranges from 1955 to 1976. See Table 8-1 for more information relating to age of homes.

**TABLE 8-1 MEDIAN YEAR STRUCTURE BUILT BY TENURE**

Housing Tenure	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
Total	1984	1956	1955	1958	1975	1976
Owner Occupied	1985	1945	1951	1952	1975	1975
Renter Occupied	1982	1964	1970	1964	1975	1982

Source: 2016-2020 ACS 5-Year.

Renter household sizes in EJ Neighborhoods, except census tract 3050, are denser than citywide trends. This may indicate that renters are more likely to experience overcrowding.

Many residents also face exposure to pollutants, as discussed in *Chapter 5, Pollution Exposure*. Residents face more air pollutants due to their proximity to major transportation networks such as State Route 4. They also are situated near more cleanup sites due to previous industrial uses in the area. Cleanup sites are places that contain harmful chemicals due to previous activity on the site, such as manufacturing, and need to be cleaned up by property owners or government.

Property management is another key component when considering the habitability of place. Based off discussion with residents and community feedback during City Council meetings, residents face rising rents, absent property management, or harassment from landlords at Delta Pine Apartments, Delta View Apartments, and Twin Creeks Apartments. Two of these sites are either within or near EJ Neighborhoods. Many of these residents are strongly supportive of tenant protections such as anti-harassment, just cause eviction, Tenant Opportunity to Purchase, Community Opportunity to Purchase Act, and rent stabilization.

## 9. Mobility

The method which a person moves through the city plays a large role in determining an individual's health. A built environment that offers limited opportunity for exercise and physical activity can result in health issues including obesity, cardiovascular diseases, high blood pressure, high cholesterol, and type 2 diabetes. This section briefly discusses issues related to mobility then identifies policies and program to improve active transportation in the city.

### 9.1 Modes of Transportation

As depicted below in Table 9-1, approximately 66 percent of residents citywide drive alone to work, with a mean travel time of 46 minutes. This reflects Antioch's label as a "commuter city" which refers to communities where residents often commute into other parts of the overall region for work. Within the EJ Neighborhoods, between 56 and 68 percent of residents drive alone to work, with the lowest end of that range being in census tract 3072.02. This census tract had the highest percentage of residents carpooling to work at 28 percent, compared to the citywide 17 percent. This census tract also had the highest percentage of residents who walk to work at 8 percent compared to the citywide 1 percent. In addition to these carpool statistics, this census tract also has the lowest per capita and median household income from the EJ Neighborhoods confirming that lower income residents in this area, many of which may live on fixed incomes, generally have lower access to vehicles. Conversely, the highest income census tract, 3080.01, also has the highest percent of owner-occupied units in EJ Neighborhoods. These homeowners are more likely to have access to vehicles and have the longest mean travel time at 53.4 minutes, likely indicating that they are driving to the San Francisco metropolitan area for work.

**TABLE 9-1 MODES OF TRANSPORTATION**

Transportation to Work (Workers 16 or Older)	City	Census Tract 3050	Census Tract 3060.03	Census Tract 3071.02	Census Tract 3072.02	Census Tract 3080.01
Mean Travel Time (minutes)	46.4	48.8	35.7	42.5	37.5	53.4
Drove Alone	65.8%	65.7%	66.6%	72.3%	56.1%	68%
Carpooled	16.9%	23.8%	22.9%	12.6%	27.5%	12%
Public Transit	7.8%	5.2%	1.7%	12%	3.9%	12%
Bicycle	0.2%	0%	0.6%	0%	0%	0%
Walked	1.3%	1.6%	3.9%	0%	7.6%	1%

Source: 2016-2020 ACS 5-Year.

The dependence on private automobiles indicates that the overall transit network does not adequately meet the needs of residents in terms of reliability, frequency, or accessibility. Antioch has an end-of-line BART station which connects the city to the greater San Francisco-Oakland area. The city also has an Amtrak station located within the EJ Neighborhoods at 100 I Street. This service provides a connection to Oakland to the west, Sacramento to the north, and Stockton to the east. While these systems offer commuter service to the larger region, access to and from these systems is difficult without a personal automobile. This is due to the location of the BART station along State Route 4 and the Hillcrest Avenue interchange, which act as barriers for pedestrians and bicyclists, as well as the frequency of bus headways throughout the city.

Tri Delta Transit is the local transit agency which provides bus service to Antioch and East Contra Costa. Many routes throughout the city and EJ Neighborhoods have headways between 30 and 60 minutes, which lack the frequency to encourage ridership. Continued coordination with Tri Delta Transit on potential ways to improve transit accessibility in EJ Neighborhoods and improve connectivity throughout the larger city may incentivize the use of transit instead of single-use vehicle trips. The Amtrak, BART, and Tri Delta Transit bus stations and their 0.25-mile Service Areas are shown on Figure 9-1.

High car usage in the city and EJ Neighborhoods presents additional safety challenges for encouraging the use of more active modes of transportation such as biking or walking. Future streetscape and transportation infrastructure improvements in EJ Neighborhoods that prioritize bicyclists and pedestrians may serve as effective strategies to encouraging active transportation choices by residents. In 2023, the City of Antioch was granted a \$17 million grant from the Contra Costa Transportation Authority (CCTA) and the United States Department of Transportation (DOT) to design and construct a suite of bicycle and pedestrian safety improvements based on safer streets initiatives and vision zero policies. Additionally, to improve equitability in mobility options, 76 percent of the anticipated funding will be prioritized in Equity Priority Communities like the City of Antioch L Street corridor between 9th and Sycamore Drive, which is in the EJ Neighborhoods. This includes up to \$13 million towards the planned "L" Street Pathway to Transit-Bicycle and Pedestrian Improvements. Equity Priority Communities are defined by the Association of Bay Area Governments (ABAG) as census tracts that have a significant concentration of underserved populations. This definition takes into account indicators such as low-income or single-parent households, persons of color, English proficiency, rent burden, and persons with disabilities.<sup>1</sup> A significant portion of the City's Equity Priority Communities are in EJ Neighborhoods.

### 9.2 Health

Studies have shown that people with sedentary lives (spending a majority of the day sitting in a car or watching TV) have higher mortality rates than those that lead more active lifestyles. Exercise plays a crucial role in preventing heart disease and other related conditions associated with sedentary behaviors.<sup>2</sup>

Antioch's EJ Neighborhoods have high rates of cardiovascular disease compared to the rest of the city and the state. According to CalEnviroScreen 4.0, cardiovascular percentages range from 93 to 96 percent. This means that these areas have a higher occurrence of people visiting the emergency room than 93 to 96 percent of census tracts within the state. These existing high rates of cardiovascular disease combined with the city's car-dependency positions the city to continue to experience high rates of cardiovascular disease. Infrastructure improvements within EJ Neighborhoods that improve the safety of active transportation options and recreational opportunities may serve as an opportunity to improve the health and livelihood of many residents.

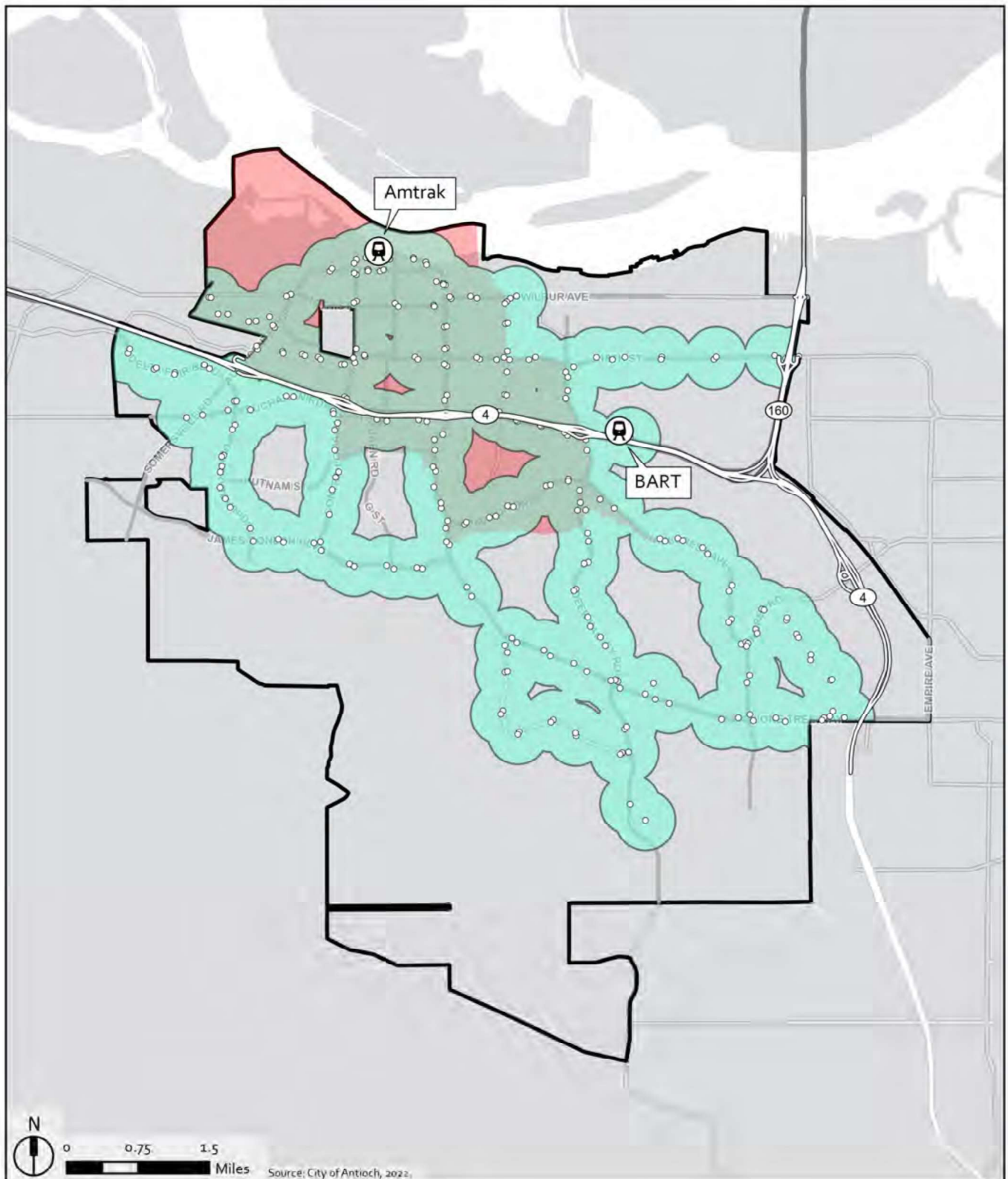
Recreational opportunities such as parks serve as opportunities for Antioch residents to be physically active. In addition to encouraging residents to exercise, parks can improve air quality and serve as community spaces for surrounding neighborhoods. The American Planning Association recommends a

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<sup>1</sup> Association of Bay Area Governments (ABAG). Equity Priority Communities, n.d. Available: <https://abag.ca.gov/our-work/equity-priority-communities>. Accessed March 3, 2023.

<sup>2</sup> Harvard T.H. Chan School of Public Health, n.d. Preventing Heart Disease. Available: <https://www.hsph.harvard.edu/nutritionsource/disease-prevention/cardiovascular-disease/preventing-cvd/>. Accessed January 30, 2023.

0.5-mile walking distance as a maximum proximity to parks. Under this metric, many areas within the EJ Neighborhoods are lacking parks and require additional parkland. The City Growth Management 3.5.1.2 performance standard states that there should be 5 acres of improved public and/or private neighborhood parks and public community parkland per 1,000 residents. According to the City of Antioch Parks and Recreation Department, there are approximately 337 existing acres of parkland in the city. This falls below the ratio of 5 acres per 1,000 residents. To meet this standard for the existing population, 239 additional acres of parkland are needed.



- |                  |                                    |
|------------------|------------------------------------|
| City Limit       | Rail Station                       |
| EJ Neighborhoods | Bus Stops                          |
| Highways         | Bus Stop Service Area (0.25 Miles) |
| Major Roads      |                                    |

Figure 9-1  
Bus Stop Access Within 0.25 Miles



## 10. Goals, Policies, and Programs

Consistent with SB 1000, the goals, policies, and programs included within the EJ Element should:

- A. Reduce the unique or compounded health risks in EJ Neighborhoods by means that include, but are not limited to, the reduction of pollution exposure, including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity.
- B. Promote civic engagement in the public decision-making process.
- C. Prioritize improvements and programs that address the needs of EJ Neighborhoods.

Accordingly, the following Goals are identified within this Element:

- A. Goal 1: Encourage Meaningful Civil Engagement
- B. Goal 2: Reduce Environmental Hazards
- C. Goal 3: Improve Access to Public Facilities
- D. Goal 4: Improve Access to Healthy Food
- E. Goal 5: Provide Fair, Safe, and Healthy Housing
- F. Goal 6: Mobility and Transit Options

The following programs are organized by goals. Each goal identifies unique policies to satisfy the goal, and each program identifies which policy is being implemented by the program.

### Goal 1: Encourage Meaningful Civil Engagement

Encourage the participation of EJ Neighborhood residents in the civic decision-making process.

**Policy 1.1:** Expand access to the civic decision-making process for lower-income and non-English speaking populations.

**Policy 1.2:** Engage and educate youth in the civic decision-making processes.

**Policy 1.3:** Encourage turnout for local elections and community meetings.

- I.1.1. **Multilingual Interpretation.** Continue to provide live multilingual interpretation services at community meetings and translate all meeting materials and invites to Spanish, Chinese and other languages spoken in the city

Responsible Agency: Community Development Department, Planning Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 1.1, Policy 1.3

- I.1.2. **Encourage Public Participation.** Encourage public participation by residents of EJ Neighborhoods in the civic decision-making process.

- Partner with the Contra Costa County Elections Office, and civic organizations to program targeted voter outreach efforts in EJ Neighborhoods to encourage civic engagement in future local, State, and federal elections.

## 10. GOALS, POLICIES, AND PROGRAMS

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- Ensure information and materials on voter registration and upcoming elections are translated into several languages and made available at community centers and public offices within EJ Neighborhoods.
- Ensure information and materials regarding upcoming public hearings and special meetings are made available at community centers and public offices within EJ Neighborhoods, and translated into Spanish, and Chinese.

Continue to advertise and provide multi-lingual translator services at all public hearings.

Responsible Agency: Community Development Department, Planning Division

Implementation Schedule: Hold first tabling event by 2024.

Funding Source: General Fund

Implements: Policy 1.1, Policy 1.3

- 1.1.3. **Accessible Meetings.** Continue to host regular community meetings and special outreach sessions on weekday nights after 5pm and provide multiple options for participation to maximize engagement.

- Continue to adequately notice hearings and special sessions, translating notice materials into Spanish, Chinese, and other languages as necessary.
- Work with community groups and organizations to advertise and notice hearings and community meetings in EJ Neighborhoods.

Responsible Agency: Community Development Department, Planning Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 1.1, Policy 1.3

- 1.1.4. **Youth Engagement.** Encourage youth participation in civic engagement activities to provide educational opportunities and foster civic responsibility within EJ Neighborhoods.

- Update the Youth Services page of the City's website to include links to youth services programs' websites and social media accounts.
- Continue to operate the Antioch Council of Teens program which engages youth grades 6 through 12 in community service, social, and civic activities, and target activities in EJ Neighborhoods.
- Continue to partner with Rubicon Programs to operate the Mayor's Apprenticeship Program (MAP) which engages young adults ages 18 to 26 in paid workforce development trainings and part-time work with the Public Works Department; and promote the program in EJ Neighborhoods.
- Continue to operate the Springboard Project, a paid job readiness training and internship program with various City departments for youth in grades 11 and 12.
- Continue the Parks Department's Junior Recreation Leader Program which provides volunteer work experience to youth ages 13 to 15.
- Actively promote the Antioch Council of Teens, Springboard Project, Junior Recreation Leader Program, and MAP to youth in EJ Neighborhoods to encourage participation by these neighborhoods.

Responsible Agency: Community Development Department, Planning Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy I.2

- 1.1.5. **Outreach Consortium.** Continue to collaborate with nonprofits and community-based organizations (CBOs) throughout the city to provide outreach and educational opportunities to EJ Neighborhoods regarding civic events, upcoming City meetings, and elections.

Responsible Agency: Community Development Department, Planning Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy I.4

### Goal 2: Improve Environmental Conditions

Improve environmental conditions for residents within EJ Neighborhoods to address the compounded health hazards related to environmental pollution in these areas.

**Policy 2.1:** Improve air and water quality within EJ Neighborhoods.

**Policy 2.2:** Provide public resources and information on environmental hazards.

**Policy 2.3:** Encourage redevelopment and planning activities which address health hazards in EJ Neighborhoods, such as the clean-up of contaminated sites.

**Policy 2.4:** Mitigate and prepare for the effects of climate change.

- 2.1.1. **Climate Action Resilience Plan.** Continue to implement and periodically update the City's Climate Action Resilience Plan (CARP) to improve air quality and reduce greenhouse gas emissions.

Responsible Agency: Public Safety and Community Resources Department, Environmental Resources Division

Implementation Schedule: Ongoing implementation and periodic updates.

Funding Source: General Fund

Implements: Policy 2.1, Policy 2.4

- 2.1.2. **Environmental Hazards Element.** Continue to implement and periodically update the City's Environmental Hazards Element to evaluate and plan for natural and human influenced environmental conditions which may pose health and safety risks to residents of the City, and disproportionately affect vulnerable populations within EJ Neighborhoods.

- Continue to review development proposals for consistency and compliance with the goals, objectives and policies of the Environmental Hazards Element.

Responsible Agency: Community Development Department, Planning Division; Public Safety and Community Resources Department, Environmental Resources Division

Implementation Schedule: Ongoing implementation and periodic updates.

Funding Source: General Fund

Implements: Policy 2.1, Policy 2.3

- 2.1.3. **Environmental Resources Webpage.** Continue to utilize the City's [Environmental Sustainability and Resilience](#) webpage to distribute information regarding the City's various programs intended to create a cleaner, healthier community.

Responsible Agency: Public Safety and Community Resources Department, Environmental Resources Division

Implementation Schedule: Regular updates to webpage as necessary.

Funding Source: General Fund

Implements: Policy 2.2

- 2.1.4. **Environmental Mapping Data.** Post environmental hazard maps on the City of Antioch Geospatial Information Science (GIS) page for the following categories: Earthquakes, Severe Weather, Landslides, Floods, Droughts, Dam and Levee Failure, Wildfire, and Sea Level Rise. Provide the GIS data used to create the maps hosted on ArcGIS Online.

Responsible Agency: Public Works Department, GIS Division

Implementation Schedule: Provide the GIS maps and data layers by 2024.

Funding Source: General Fund

Implements: Policy 2.2

- 2.1.5. **Commercial and Municipal Compost.** Continue to promote compost activities within the city which are intended to reduce the amount of organic waste that ends up in landfills.

- Continue to advertise compost resources via the City's Environmental Sustainability and Resilience webpage, including free two-hour home composting workshops offered through Contra Costa County.

Responsible Agency: Public Safety and Community Resources Department, Environmental Resources Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 2.1

- 2.1.6. **Commercial Energy Efficiency.** Continue to encourage commercial energy efficiency as described by the City's CARP, by providing business owners within EJ Neighborhoods with information regarding energy efficiency; and advertising financial resources available to business owners including but limited to:

- The City's Property Assessed Clean Energy (PACE) program, which provides property owners with to finance a variety of improvements such as solar installations, energy efficient windows, and on-demand water heaters, by attaching financing to their property tax bill.
- The Bay Area Regional Energy Network (BayREN)'s Business FLEXmarket which offers incentives to small and medium businesses owners to fund energy improvements such as HVAC, refrigeration, LED lighting, and water heating, among others.
- East Bay Energy Watch's technical energy assessments and improvement guidance, available to residents and businesses throughout Alameda and Contra Costa County.<sup>1</sup>

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<sup>1</sup> East Bay Energy Watch. n.d. East Bay Energy Watch. Available: <https://www.ebew.org/>. Accessed January 30, 2023.

- California Green Business Network which helps businesses identify and implement energy saving solutions which can result in cost-saving, and market competitiveness.
- Contra Costa Water District's commercial and multi-family water efficiency programs which provide rebates and coupons to multi-family properties and businesses related to landscaping and irrigation, laundry facilities, and restroom facilities.

Responsible Agency: Public Safety and Community Resources Department, Environmental Resources Division; Economic Development Department

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 2.3

- 2.1.7. **Indoor Air Quality.** Continue to maintain and improve indoor air quality throughout the city to address pollution shocks and baseline air pollution as described by the CARP.

- Identify cooling centers within EJ Neighborhoods for expansion into clean air centers to provide locations for persons during periods of poor air quality due to wildfire or other incidents.
- Continue to seek grants and support current efforts to improve the air quality in older homes where mold, mildew, and other contaminants may be present.
- Continue to promote information in EJ neighborhoods related to safe housing resources available to residents, including but not limited to materials from Costa County's Lead Poisoning Prevention Program, and the city's Housing Rehabilitation Program.

Responsible Agency: Public Safety and Community Resources Department, Environmental Resources Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 2.1

- 2.1.8. **Outdoor Air Quality Monitors.** Continue to work with the Bay Area Air Quality Management District (BAAQMD) to provide street-level air quality monitors in EJ Neighborhoods to better understand the localized air pollution burdens as described by the City's Climate Action and Resilience Plan (CARP).

Responsible Agency: Public Works Department, Engineering Division

Implementation Schedule: Continue to work with BAAQMD on potential future air quality monitors.

Funding Source: General Fund

Implements: Policy 2.2

- 2.1.9. **Emergency Alert System.** Continue to provide electronic emergency notification systems which notify residents of significant emergency events impacting the city, including the City's [Emergency Internet Notification System \(EINS\)](#) and County's [Contra Costa County Community Warning System \(CWS\)](#) when hazardous conditions occur.

- Update the City website page to provide information on the CWS siren and provide a link to the CWS registration page.

Responsible Agency: Public Safety and Community Resources Department, Environmental Resources Division

## 10. GOALS, POLICIES, AND PROGRAMS

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Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 2.2

- 2.1.10. **Quiet Zones.** Identify potential quiet zones in Antioch for consideration of conversion into a quiet zone, as defined by the Federal Railroad Association, as outlined by the [Downtown Antioch Specific Plan](#). Quiet Zones are sections of rail lines at least 0.5 miles in length that contain one or more consecutive public highway-rail grade crossings in which locomotive horns are not sounded.

Responsible Agency: Public Works Department, Capital Improvements Division

Implementation Schedule: Identify potential quiet zones as part of the City's Capital Improvements Program (CIP).

Funding Source: General Fund

Implements: Policy 2.1

- 2.1.11. **Toxic Sites.** Continue to work with local, State, and federal agencies to identify sources of funding for the clean-up and reuse of contaminated sites in EJ Neighborhoods to protect human and environmental health. Identify and prioritize contaminated sites for remediation in consultation with the Department of Toxic Substance Control (DTSC) Cortese List.

Responsible Agency: Public Works Department, Capital Improvements Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 2.1, Policy 2.2

- 2.1.12. **Encourage Redevelopment and Planning Activities.** Continue to encourage redevelopment and planning activities in EJ Neighborhoods which are intended to address health hazards in EJ Neighborhoods as outlined by the [Northern Waterfront Economic Development Initiative Strategic Action Plan \(2019\)](#), the ["Reinvest Antioch" Economic Development Program, Action Plan, and Toolkit \(2022\)](#), and the [Downtown Specific Plan](#). Activities may include but are not limited to:
- Work directly with landowners in the clean-up of brownfield sites, particularly in areas with redevelopment potential.
  - Assume a leadership role in enhancing environmental quality in the City by coordinating the remediation of former industrial and commercial sites, with property owners and by facilitating site redevelopment.
  - Ensure that soil and groundwater pollution is addressed during redevelopment and reuse projects.
  - Encourage rehabilitation and revegetation of riparian corridors and wetlands throughout the City to contribute to bioremediation and improved water quality.

Responsible Agency: Public Works Department, Capital Improvements Division; Community Development Department, Planning Division; Economic Development Department

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 2.1, Policy 2.2, Policy 2.3



- 2.1.13. **Neighborhood Clean-up Initiatives.** Continue to collaborate with the City's Code Enforcement Division, Republic Waste Services, and other organizations to hold clean-up initiatives within EJ Neighborhoods, with residents to provide opportunities for responsible dispose of unwanted debris, and household items.

Responsible Agency: Community Development Department, Code Enforcement Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 2.1

- 2.1.14. **NPDES Compliance and Permit.** Continue to comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit procedures and promote such procedures on the City's website.

Responsible Agency: Public Works Department, Sewer Collection Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 2.1, Policy 2.2

### Goal 3: Improve Access to Public Facilities

Ensure that all communities have safe and reliable access to high quality public facilities such as schools, libraries, parks, and hospitals.

**Policy 3.1:** Ensure public facilities are accessible to all residents.

**Policy 3.2:** Maintain and improve the quality of existing public facilities and services.

**Policy 3.3:** Provide additional public facilities and services within EJ Neighborhoods.

- 3.1.1. **Park Safety.** Install additional lighting and design features to improve the safety and condition of parks in EJ Neighborhoods and encourage increased utilization by residents.

Responsible Agency: Public Works Department, Parks Division, Capital Improvements Division

Implementation Schedule: Identify locations for safety improvements as part of the City's 5 Year Capital Improvement Program (CIP).

Funding Source: General Fund

Implements: Policy 3.2

- 3.1.2. **Maintain Existing Public Facilities.** Similar to the [Antioch Parks Assessment Report \(2015\)](#), coordinate with CBOs, non-profits, and other organizations to survey residents of EJ Neighborhoods to identify potential safety and usability improvements to public facilities such as parks, community centers, and libraries. Work with City departments to program and prioritize identified improvements in EJ Neighborhoods as determined necessary and feasible.

Responsible Agency: Public Works Department, Parks Division, Capital Improvements Division; Community Development Department, Planning Division

Implementation Schedule: Identify locations for facility improvements as part of the City's CIP.

## 10. GOALS, POLICIES, AND PROGRAMS

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Funding Source: General Fund

Implements: Policy 3.1, Policy 3.2

- 3.1.3. **Plan and Design Accessible Public Facilities and Services.** Continue to provide equitable access to public facilities and services to ensure accessibility for people with disabilities and special needs.

- Continue to implement the objectives and policies of the Public Services and Facilities Element of the City's General Plan to provide for the provision of public facilities throughout the city which are accessible to all residents.
- Continue to implement the General Policies outlined by the City's Policy for Ensuring Equitable Access to Inclusive Play Environments in Parks and Public Spaces, including improvements to existing and the development of new recreational facilities within EJ Neighborhoods located in the northwestern portion of the city. This includes the planned construction of a fully inclusive playground at City of Antioch Park as described by the Policy, and the upgrading of an existing Tier 2 park in the northwestern portion of the City.
- Continue to implement policies included within the City's Policy for Inclusion in Parks and Recreation Programs for People of all Abilities to reasonably accommodate people with disabilities in recreation programs.

Responsible Agency: Public Works Department, Parks Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 3.3

- 3.1.4. **Utilize Vacant Buildings and Parcels.** Coordinate with CBOs, non-profits, and other organizations to identify public services and/or facilities desired by residents of EJ Neighborhoods, and identify potential vacant and underutilized parcels within EJ Neighborhoods for redevelopment into public facilities as identified by residents and stakeholders.

Responsible Agency: Public Works Department, Parks Division, GIS Division; Community Development Department, Planning Division

Implementation Schedule: Coordinate alongside the City's upcoming Comprehensive General Plan Update.

Funding Source: General Fund

Implements: Policy 3.3

- 3.1.5. **Pedestrian Safety and Connectivity to Facilities.** Improve pedestrian connectivity around schools, libraries, parks, and hospitals within EJ Neighborhoods to ensure safe travel to and from public facilities.

- Survey existing sidewalk connections in EJ Neighborhoods to identify potential improvements to safety and connectivity with public facilities.
- Prioritize implementation of improvements such as ADA compliant upgrades, lighting, and crosswalks, as determined necessary in EJ Neighborhoods.

Responsible Agency: Public Works Department, Parks Division, Capital Improvements Division

Implementation Schedule: Coordinate alongside the City's upcoming Comprehensive General Plan Update.

Funding Source: General Fund

Implements: Policy 3.1, Policy 3.3

### Goal 4: Improve Access to Healthy Food

Ensure that all residents have access to a diverse supply of affordable, and healthy, food options.

**Policy 4.1:** Increase the number of grocery facilities within EJ Neighborhoods that provide fresh produce, meat, and other food essentials.

**Policy 4.2:** Improve resident access to healthy food options within EJ Neighborhoods.

4.1.1. **Farmers' Markets.** Collaborate with local organizations like Fresh Approach's Mobile Farmers' Market and the Pacific Coast Farmers' Market Association (PCFMA) to expand reoccurring farmers' markets in proximity to EJ Neighborhoods.

- Support Fresh Approach's Mobile Farmers' Market<sup>2</sup> weekly operations at Antioch Senior Center, or similar locations in proximity to EJ Neighborhoods.
- Coordinate with Fresh Approach, PCFMA and other organizations to ensure farmers' markets to accept the Women, Infants and Children Farmers Market Nutrition Program (WIC FMNP), the CalFresh Electronic Benefit (EBT), and the Supplemental Nutrition Assistance Program (SNAP), Senior Farmers' Market Nutrition Program (SFMNP), and other forms of food assistance programs.
- Coordinate with local restaurants and businesses on participation in regular farmers' markets by providing a copy of market rules and regulations, including the stall fee schedule, and encouraging participation by a variety of vendors.

Responsible Agency: Community Development Department, Planning Division

Implementation Schedule: Continue Fresh Approach's weekly mobile farmers' market and initiate collaboration with the PCFMA to identify potential locations for additional markets in EJ Neighborhoods.

Funding Source: General Fund

Implements: Policy 4.1, Policy 4.2

4.1.2. **Urban Agriculture.** Continue to encourage and promote the development of urban farming operations within the City of Antioch, to provide for more sustainable, integrated agricultural production as identified by the City's CARP.

- Encourage the development of community urban agriculture programs within EJ Neighborhoods by assisting CBOs and developers in accessing available financial and technical incentives available through organizations like the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA).
- Collaborate with the Antioch Unified School District and educational institutions in the city to provide educational curriculum and opportunities in urban and sustainable agriculture.

Responsible Agency: Public Safety and Community Resources Department, Environmental Resources Division

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<sup>2</sup> Fresh Approach, n.d. Mobile Farmer's Market. Available: <https://www.freshapproach.org/mobilemarket/>. Accessed February 28, 2023.

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Implementation Schedule: Ongoing.

Funding Source: General Plan

Implements: Policy 4.1

- 4.1.3. **Promote Food Affordability Programs.** Continue to promote available food and grocery resources for lower-income families on the City's website such as [Meals on Wheels Diablo Region](#), [Loaves and Fishes Antioch](#), and [Food Bank of Contra Costa County](#).
- Provide on the City website a list of all grocery stores and farmers' markets within Antioch that accept vouchers such as CalFresh EBT cards, WIC cards, SFMNP, and financial assistance programs.

Responsible Agency: Public Safety and Community Resources Department, Environmental Resources Division

Implementation Schedule: Regular updates to City website.

Funding Source: General Plan

Implements: Policy 4.2

- 4.1.4. **Incentivize New Grocery Stores.** Coordinate with the City's Economic Development Department and partners to encourage the development of grocery stores in EJ Neighborhoods.
- Survey residents of EJ Neighborhoods to further identify the grocery needs and preferences of the community.
  - Identify potential opportunity sites within EJ Neighborhoods for siting of grocery uses.
  - Evaluate zoning regulations within EJ Neighborhoods for potential constraints to the development of grocery uses in the area.

Responsible Agency: Community Development Department, Planning Division

Implementation Schedule: Coordinate alongside the City's upcoming Comprehensive General Plan Update.

Funding Source: General Fund

Implements: Policy 4.1

### Goal 5: Provide Fair, Safe, and Healthy Housing

Ensure that residents have access to safe and healthy living conditions.

**Policy 5.1:** Preserve and improve the existing housing stock.

**Policy 5.2:** Educate tenants and landlords regarding fair and safe housing resources.

**Policy 5.3:** Enforce fair and safe housing practices.

- 5.1.1. **Residential Energy Efficiency.** Continue to encourage residential energy efficiency and home improvements as described by the City's CARP, by providing residents and landlords within EJ Neighborhoods with information regarding energy efficiency; and advertising financial resources available to landlords, renters, and homeowners to fund improvements including but limited to:

- The City's PACE program, which provides property owners with to finance a variety of improvements such as solar installations, energy efficient windows, and on-demand water heaters, by attaching financing to their property tax bill.<sup>3</sup>
- The Bay Area Regional Energy Network (BayREN), which offers financial rebates to homeowners and multi-family property owners to fund energy improvements such as induction cooktops, heat pump water heaters, weather sealing, among others.
- Contra Costa County's Weatherization Program, a federal- and State-funded program that assists lower and fixed income persons, whether they rent or own, in making energy efficiency upgrades to their homes.<sup>4</sup>
- Pacific Gas & Electric (PG&E)'s California Alternate Rates for Energy Program (CARE) and Family Electric Rate Assistance Program (FERA) which provide monthly discounts to income eligible residents to assist them in paying their energy bills.<sup>5</sup>
- Contra Costa Water District's residential water efficiency programs which provide rebates and coupons to residences related to the District's Smart Home Water Monitoring system, landscaping and irrigation, laundry to landscape services, pool covers, and car washes.<sup>6</sup>

Responsible Agency: Public Safety and Community Resources Department, Environmental Resources Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 2.3, 2.4

- 5.1.2. **Targeted Code Enforcement.** Continue routine Code Enforcement activities, as complaints are received throughout the city, as well as an annual survey of multifamily residential properties within EJ Neighborhoods as outlined by the Housing Element of the General Plan. Property surveys should evaluate external property conditions for evidence of life safety and public health violations, unpermitted construction, and deteriorated buildings. Code enforcement is performed on a survey and complaint basis, with staff responding to public inquiries as needed.

Responsible Agency: Community Development Department, Code Enforcement Division

Implementation Schedule:

- Ongoing routine enforcement survey activities and complaint basis, with staff responding to public inquiries as needed.
- Annually survey multi-family developments in the EJ Neighborhoods for life safety and public health violations.

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<sup>3</sup> City of Antioch, n.d. Property Assessed Clean Energy (PACE). Available: <https://www.antiochca.gov/pscr/environmental-resources/pace/>. Accessed January 30, 2023.

<sup>4</sup> Contra Costa County, 2023. Weatherization. Available: <https://www.contracosta.ca.gov/4336/Weatherization>. Accessed January 30, 2023.

<sup>5</sup> PG&E. n.d. CARE and FERA Enrollment. Available: [https://www.pge.com/en\\_US/residential/save-energy-money/help-paying-your-bill/longer-term-assistance/care/care.page](https://www.pge.com/en_US/residential/save-energy-money/help-paying-your-bill/longer-term-assistance/care/care.page). Accessed January 30, 2023.

<sup>6</sup> Contra Costa Water District. n.d. Rebates and Coupons. Available: <https://www.ccwater.com/157/Rebates-and-Coupons>. Accessed January 30, 2023.

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Funding Source: General Fund

Implements: Policy 5.3

- 5.1.3. **Fair Housing Outreach & Enforcement.** Promote the distribution of information regarding available fair housing resources, to residents and landlords in EJ Neighborhoods, and target enforcement activities in these areas as necessary.

- Continue to update the City's Housing and Homelessness website with information regarding tenant and landlord rights within the city and state of California, including the recently adopted [Rent Stabilization Ordinance \(2022\)](#).
- Continue to partner with ECHO Housing, Bay Area Legal Aid, and other similar organizations to provide fair housing and tenant/landlord counseling services within EJ Neighborhoods.
- Continue to ensure electronic and print fair housing materials are translated and provided in multiple languages to increase accessibility of information.
- Continue to implement programs included within the Housing Element of the General Plan intended to address fair housing issues and housing needs within EJ Neighborhoods.

Responsible Agency: Community Development Department, Code Enforcement Division; Public Safety and Community Resources Department, Housing Programs Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 5.2

- 5.1.4. **Safe Housing Resources and Outreach.** Continue to promote housing rehabilitation and repair resources which are available to renters, homeowners, and landlords in the city, such as the [City of Antioch Housing Rehabilitation program](#), and [Contra Costa County's Weatherization Program](#) to address housing concerns within EJ Neighborhoods.

- Work with CBOs and non-profits to target outreach and advertising of such resources in EJ Neighborhoods.

Responsible Agency: Community Development Department, Code Enforcement Division; Public Safety and Community Resources Department, Housing Programs Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 5.2

- 5.1.5. **Tenant Protections.** Continue to implement programs included within the Housing Element of the General Plan related the development of citywide tenant protection policies for consideration and potential adoption by City Council, including but not limited to anti-harassment, just cause eviction, Tenant Opportunity to Purchase Act (TOPA), Community Opportunity to Purchase Act (COPA), and rent stabilization.

Responsible Agency: Community Development Department, Code Enforcement Division; City Attorney's Office

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 5.3



### Goal 6: Mobility and Transit Options

Provide accessible multi-modal mobility options for residents of EJ Neighborhoods to achieve and maintain a balanced, safe transportation system that increases health, safety, and connectivity throughout Antioch.

**Policy 6.1:** Decrease transportation's impact on the environment.

**Policy 6.2:** Improve safety, connectivity, and reliability across multiple modes of transportation.

- 6.1.1. **Bike Racks and Lockers.** Construct covered bike racks and lockers at all public buildings such as City Hall and Antioch Library. Partner with Antioch Unified School District to identify facilities that need bike amenities.

Responsible Agency: Community Development Department, Planning Division; Public Works Department, Capital Improvements Division

Implementation Schedule: Regularly identify locations for bike rack and locker improvements within public facilities as part of the City's CIP.

Funding Source: General Fund

Implements: Policy 6.1

- 6.1.2. **Bike Lanes.** Work with local and regional partners to identify roadways within EJ Neighborhoods for bike lane improvements. Select routes that connect residential areas to schools, libraries, and parks to create safe routes to these facilities.

Responsible Agency: Public Works Department, Capital Improvements Division; Community Development Department, Planning Division

Implementation Schedule: Regularly identify locations for bike improvements as part of the City's CIP.

Funding Source: General Fund

Implements: Policy 6.1

- 6.1.3. **Transit Availability.** Continue to work with local, regional, and State transit agencies to provide and improve transit options and connectivity throughout EJ Neighborhoods and the entire city.

- Continue to collaborate with Tri Delta Transit to identify bus route concepts and system improvements which improve city-wide connectivity, especially to the Antioch BART station. Identify locations of new bus stops, possible re-routes, and other improvements.
- Continue to partner with Tri Delta Transit to continue applying for federal grants to expand the agency's zero-emission electric bus fleet.
- Continue to implement policies included within the Circulation Element of the General Plan which are intended to maintain a safe, reliable, inter-connected transit system.
- Promote the [Regional Transit Connection \(RTC\) Discount ID Card](#) which is available to persons with qualifying disabilities and provides discounted fares for fixed route, rail, and ferry systems throughout the Bay Area.

Responsible Agency: Community Development Department, Planning Division

Implementation Schedule: Continue coordination with Tri Delta Transit and other transit providers to

## 10. GOALS, POLICIES, AND PROGRAMS

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identify necessary system improvements and funding opportunities when available.

Funding Source: General Fund

Implements: Policy 6.2, Policy 6.3

- 6.1.4. **Complete Streets.** Continue to encourage the design, construction, and maintenance of safe transportation facilities that accommodate a diversity of mobility types, including bicyclists and pedestrians.
- Complete an updated Citywide Engineering and Traffic Survey to identify unsafe facilities and intersections within EJ Neighborhoods. Prioritize improvements in EJ Neighborhoods to reduce the likelihood of accidents and fatalities.
  - Continue to implement policies included within the Circulation Element of the General Plan which are intended to maintain a safe, reliable, inter-connected system of multi-modal transportation options.
  - Continue to require public and private investments in EJ Neighborhoods to follow the Streetscape Design Guidelines included within the City's Design Guidelines.
  - Continue to implement the [City's Traffic Calming Policy](#) and prioritize applications for traffic calming measures in EJ Neighborhoods.
  - Proactively identify bicycle and pedestrian improvement projects within EJ Neighborhoods—which increase safety and connectivity to public facilities such as schools, parks, and libraries—for inclusion and prioritization within the City's CIP.
  - Continue to partner with local and regional organizations such as Contra Costa County Transportation Authority and Street Smarts Diablo Region to provide bicycle and pedestrian safety programs and improvements in EJ Neighborhoods, such as the planned "L" Street Pathway to Transit-Bicycle and Pedestrian Improvements, and [Antioch Bicycle Garden](#).

Responsible Agency: Community Development Department, Planning Division; Public Works Department, Engineering Division

Implementation Schedule: Ongoing.

Funding Source: General Fund

Implements: Policy 6.3

URBAN  
PLANNING  
PARTNERS  
INC.

ATTACHMENT B

**CITY COUNCIL  
RESOLUTION # 2023/15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
CERTIFYING THE HOUSING ELEMENT EIR AND ADOPTING CEQA FINDINGS, A  
STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION  
MONITORING AND REPORTING PROGRAM**

**WHEREAS**, the California Environmental Quality Act ("CEQA"), in conjunction with the State CEQA Guidelines, requires that certain projects be reviewed for environmental impacts;

**WHEREAS**, before the City Council may consider recommendations on approval of any or all of the Housing Element activities it must first consider that the EIR has been prepared in compliance with CEQA and pursuant to requirements of CEQA Guidelines section 15090;

**WHEREAS**, on November 8, 2021, pursuant to the California Environmental Quality Act ("CEQA") and California Code of Regulations, Title 14, Chapter 3 ("CEQA Guidelines"), the City prepared a Notice of Preparation of a Draft Environmental Impact Report ("EIR") for the City of Antioch 6th Cycle Housing Element ("Housing Element" or "Project");

**WHEREAS**, the Notice of Preparation was circulated to and available for comment by local, state, and federal agencies and other interested parties between November 8, 2021 and December 8, 2021;

**WHEREAS**, the City held a public scoping meeting on the Draft EIR on November 17, 2021;

**WHEREAS**, on September 2, 2022, the city prepared and circulated for public comment the Draft EIR for the Housing Element;

**WHEREAS**, the public review period on the Draft EIR ran from September 2, 2022 to October 17, 2022, for a total of 45 days of review;

**WHEREAS**, pursuant to CEQA Guidelines sections 15088 and 15089, the city, as lead agency under CEQA, has completed the Final EIR for the Housing Element,

**WHEREAS**, the City prepared written responses to the comments received during the comment period, which together with revisions to the DEIR and the Mitigation Monitoring and Reporting Program and the DEIR constitutes the Final EIR ("FEIR");

**WHEREAS**, this document contains the City's certification of the EIR, its CEQA findings, and its statement of overriding considerations supporting approval of the Project considered in the EIR. The Final EIR is State Clearinghouse No. 2021110146;

**WHEREAS**, all of the documents referenced in the recitals above are incorporated by reference and can be found on the City of Antioch's web site at <https://www.antiochca.gov/community-development-department/planning-division/housing-element-docs/>;

**WHEREAS**, the Planning Commission held a public hearing on January 4, 2023, 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 2023-01-recommending that the City Council certify the Housing Element EIR and adopt CEQA findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program;

**WHEREAS**, on January 12, 2023 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 on January 24, 2023; and

**WHEREAS**, the City Council held a public hearing on January 24, 2023, 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 of the City of Antioch finds as follows:

1. The above recitals are true and correct and together with the staff report and the application materials, including without limitation the FEIR, and all other documents, reports, studies, memoranda, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted City planning documents relating to the Project and all associated approved and certified environmental documents, have together served as an adequate and appropriate evidentiary basis for the findings and actions set forth in this Resolution.

2. The City of Antioch is the lead agency under CEQA for preparing the FEIR, and is the entity with final decision-making authority, as defined in Section 15356 of the CEQA Guidelines, with regard to approval of the Project

3. The FEIR for the project was presented to the City Council, that the FEIR was prepared, published, circulated, reviewed and completed in full compliance with State law and CEQA Guidelines, that there was adequate public review of the DEIR, that it has considered all comments on the DEIR and responses to comments, that the FEIR adequately discusses all significant environmental issues, and that the FEIR reflects the independent judgment and analysis of the City Council. The City Council further finds that

it has reviewed and considered the information in the FEIR prior to making the following findings.

4. The information added in the FEIR does not constitute significant new information requiring recirculation, but rather that additional information clarifies or amplifies an adequate EIR.

5. Pursuant to CEQA section 21081.6 and CEQA Guidelines section 15091, and in support of its recommendation of approval of the Project, the City Council has reviewed and considered the CEQA Findings of Fact and Statement of Overriding Considerations for the Project, attached hereto as Exhibit A incorporated herein by reference, finds that such Findings of Fact are supported by substantial evidence.

6. Pursuant to CEQA Section 21081.6 and CEQA Guidelines section 15091 and in support of its approval of the Project the City Council has reviewed and considered the Mitigation Monitoring and Reporting Program (MMRP) that requires all mitigation measures described in the FEIR be implemented by means of Project conditions, agreements or other measures, as set forth in the MMRP, attached hereto as Exhibit B and incorporated herein by reference.

7. The record of proceedings is available for review by responsible agencies and interested members of the public during normal business hours at 200 H St, Antioch, CA 94509. The custodian of these documents is the City of Antioch's City Clerk.

**BE IT FURTHER RESOLVED** that the Housing Element Environmental Impact Report (EIR) is hereby CERTIFIED and the CEQA Findings and Statement of Overriding Considerations (Exhibit A), and the Mitigation Monitoring and Reporting Program (EXHIBIT B) are ADOPTED pursuant to the California Environmental Quality Act.

**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 24th day of January 2023, by the following vote:

**AYES:** Council Members District 3 Ogorchock, District 4 Wilson, Mayor  
Pro Tem (District 1) Torres-Walker, and Mayor Thorpe  
**NOES:** Barbanica District 2  
**ABSENT:** None

  
ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH



## **EXHIBIT A**

### **FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS**

## **STATEMENT OF FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND STATEMENT OF OVERRIDING CONSIDERATIONS**

The following findings of fact and statement of overriding considerations have been prepared pursuant to the California Environmental Quality Act (Pub. Res. Code section 21000 et seq; "CEQA") and the CEQA Guidelines (Cal. Code Regs. title 14, section 15000 et seq.) by Urban Planning Partners for the City of Antioch in connection with the Environmental Impact Report (EIR) prepared for the Housing, Environmental Hazards, and Environmental Justice Elements (the Project), SCH #2021110146. These CEQA findings are attached and incorporated by reference into each and every staff report, resolution and ordinance associated with approval the project. These findings are based on substantial evidence in the entire administrative record and references to specific reports and specific pages of documents are not intended to identify those sources as the exclusive basis for the findings.

### **A. BACKGROUND**

The Project is being proposed by the City of Antioch (City) to comply with California Government Code Section 65580-65589.8, which requires local jurisdictions to update the Housing Element of their General Plans every eight years to adequately plan for the regional housing needs of residents of all income groups. The Project includes the following components:

- **Housing Element.** Adoption and implementation of the City's 6th Cycle Housing Element Update (2023-2031), including the adoption and implementation of rezoning and General Plan amendments to accommodate the City's Regional Housing Needs Allocation (RHNA).
- **Environmental Hazards Element.** Adoption and implementation of related updates to the City's Environmental Hazards Element.
- **Environmental Justice (EJ) Element.** Adoption and implementation of associated EJ General Plan policies per Senate Bill (SB) 1000.

These three actions are together considered a "Project" under CEQA regulations.

The Draft EIR analyzed the development of up to 4,575 housing units, a scenario slightly different from what is currently proposed. As a result of comments received on the DEIR during the public comment review period, as well as the city's ongoing planning efforts which necessitate project

updates, the revised project numbers increase the maximum housing units by 306 units to 4,881 units.

The revisions to the Project were considered in this Final EIR and found that none of the proposed revisions have the potential to modify the Draft EIR findings relative to significant impacts and mitigation measures for any of the topics considered in the Draft EIR. Additionally, none of the proposed revisions would trigger the need for new or different mitigation. As such, the project revisions are not "significant new information" triggering recirculation under CEQA Guidelines Section 15088.5.

Pursuant to CEQA and the CEQA Guidelines, the city circulated a Notice of Preparation (NOP) that briefly described the Project and the environmental topics that would be evaluated in the EIR. The NOP was published on November 8, 2021, and the public comment period for the scope of the EIR lasted from November 8, 2021, to December 8, 2021. The NOP was also sent to responsible and trustee agencies, organizations, and interested individuals. Additionally, the NOP was sent to the State Clearinghouse. One public scoping session was held for the project in conjunction with the Planning Commission meeting on November 17, 2021. Comments received by the city on the NOP at the public scoping meeting were taken into account during the preparation of the EIR. Comments received included comments encouraging infill development in Antioch and to use applicable state regulations related to transportation and tribal consultation. The NOP and the written public review comments are included in Appendix A of the Draft EIR.

The Final EIR analyzes the project's potential environmental impacts to land use and planning; transportation; air quality; greenhouse gas emissions; energy; cultural and tribal resources; aesthetics; biological resources; geology and soils; hazards and hazardous materials; hydrology and water quality; noise; population and housing; public services and recreation; utilities and service systems; wildfire; and agricultural and forestry resources. The environmental topics not warranting detailed evaluation included mineral resources and is considered under Effects Found Not to be Significant in the Draft EIR.

The Draft EIR was made available for public review on September 2, 2022 and distributed to applicable local and State agencies. Copies of the Notice of Availability of the Draft EIR (NOA) were mailed to all individuals previously requesting to be notified of the Draft EIR, in addition to those agencies and individuals who received a copy of the NOP. Copies of the Draft EIR were also distributed to appropriate state and local agencies and made available for public review at City Hall and on the City's website.

The public comment period for the Draft EIR ended on October 17, 2022. Only three local/State agencies provided comments on the Draft EIR during the public review period.

With this background in mind, the City Council of the City of Antioch (Council) makes the following findings concerning the environmental impacts of the project, the feasibility of the project alternatives, and the benefits of the project that override the significant and unavoidable impacts of the project.

## **B. FINDINGS CONCERNING SIGNIFICANT ENVIRONMENTAL EFFECTS**

The Final EIR identifies certain potentially significant effects that could result from the Project. The Final EIR analyzes the Project's potential environmental impacts to land use and planning; transportation; air quality; greenhouse gas emissions; energy; cultural and tribal resources; aesthetics; biological resources; geology and soils; hazards and hazardous materials; hydrology and water quality; noise; population and housing; public services and recreation; utilities and service systems; wildfire; and agricultural and forestry resources. The Final EIR identified significant environmental effects in the areas of air quality and transportation.

These topics are discussed below. The mitigation measures described below will be imposed as conditions of approval on the Project. The City finds that the inclusion of these mitigation measures as part of project approval could reduce impacts on air quality to levels that are less than significant, but not transportation impacts.

As described in greater detail below, after implementation of all feasible mitigation measures, the Project could result in the following significant and unavoidable impacts, which will be overridden by the specific considerations that are described in this document's conclusion in Section D of this document:

- **Impact TRANS-1:** Implementation of the Project would generate home-based VMT per resident that is greater than 85 percent of the citywide average home-based VMT per resident. (S)Construction-generated noise would create a substantial temporary increase in the noise environments at surrounding uses including public and residential uses (Impact TRANS-1).

While **Impact TRANS-1** could be reduced to a less-than-significant level, the effectiveness of the above associated mitigation measures in reducing an individual project's VMT impact to a less-than-significant level cannot be determined in this analysis. Therefore, the impact for projects which do not screen out from VMT impact analysis would conservatively remain significant and unavoidable with mitigation.

## 1. Air Quality

### a. Project-Level Construction Emissions

**Impact AIR-1:** Construction of residential projects with more than 114 single-family units or 240 multi-family units has the potential to result in criteria air pollutant and precursor emissions above the Bay Area Air Quality Management District's (BAAQMD's) recommended thresholds of significance for construction. (S)

**Mitigation Measure AIR-1: Residential Construction Controls for Criteria Air Pollutants.**

For construction of residential projects with more than 114 single-family units or 240 multi-family units, the project applicant shall retain a qualified air quality consultant to identify measures to reduce the project's criteria air pollutant and precursor emissions below the Bay Area Air Quality Management District's (BAAQMD's) recommended thresholds of significance. Emission reduction measures may include, but are not limited to, the use of off-road equipment with engines that meet the Environmental Protection Agency's Tier 4 emission standards or engines retrofitted with the most effective Verified Diesel Emissions Control Strategy (VDECS) certified by the California Air Resources Board (CARB). Quantified emissions and identified reduction measures shall be submitted to the City (and the Air District if specifically requested) for review and approval prior to the issuance of building permits and the approved criteria air pollutant reduction measures shall be implemented during construction. (LTS)

### b. Project-Level Operation Emissions

**Impact AIR-2:** Operation of residential projects with more than 325 single-family units or 451 multi-family units has the potential to result in criteria air pollutant and precursor emissions above the Bay Area Air Quality Management District's (BAAQMD's) recommended thresholds of significance for operations. (S)

**Mitigation Measure AIR-2: Residential Operation Controls for Criteria Air Pollutants.** For operation of residential projects with more than 325 single-family units or 451 multi-family units, the project applicant shall retain a qualified air quality consultant to identify measures to reduce the project's criteria air pollutant and precursor emissions below the BAAQMD's recommended thresholds of significance. Emission reduction measures may include, but are not limited to, implementation of a transportation design management plan, compliance with electric vehicle requirements in the most recently adopted version of CALGreen Tier 2, or excluding natural gas appliances or natural gas plumbing in the building design. Quantified emissions and identified reduction measures shall be submitted to the City (and BAAQMD if specifically requested) for review and approval prior to the issuance of building permits. (LTS)

### **c. Exposure to Sensitive Receptors to Toxic Air Contaminants during Construction**

**Impact AIR-3:** Future residential development within the city has the potential to generate TACs and PM<sub>2.5</sub> emissions from vehicle trips and emergency generators (if required), which could substantially contribute to the existing poor air quality in the city and expose sensitive receptors to substantial pollutant concentrations. (S)

**Mitigation Measure AIR-3a: Residential Construction Controls for Diesel Particulate Matter.** For construction of residential projects with a construction duration greater than 6 months that are located in an area defined as needing “Best Practices” or “Further Study” on the BAAQMD’s Planning Healthy Places Map (<https://www.baaqmd.gov/plans-and-climate/planning-healthy-places>), the project applicant shall apply one of the following two measures:

The project applicant shall retain a qualified air quality consultant to prepare a Health Risk Assessment (HRA) in accordance with current guidance from the Office of Environmental Health Hazard Assessment to determine the health risks to sensitive receptors exposed to diesel particulate matter (DPM) from project construction emissions. The HRA shall be submitted to the City (and BAAQMD if specifically requested) for review and approval. If the HRA concludes that the health risks are at or below acceptable levels, then DPM reduction measures are not required. If the HRA concludes that the health risks exceed acceptable levels, DPM reduction measures shall be identified to reduce the health risks to acceptable levels. Identified DPM reduction measures shall be submitted to the City for review and approval prior to the issuance of building permits and the approved DPM reduction measures shall be implemented during construction.

OR

All off-road diesel equipment shall be equipped with the most effective VDECS available for the engine type (Tier 4 engines automatically meet this requirement) as certified by CARB. The equipment shall be properly maintained and tuned in accordance with manufacturer specifications.

**Mitigation Measure AIR-3b: Residential Emergency Generators.** Require all emergency generators for new residential development projects (if required) to use best available control technology for air pollutant emissions, such as using engines that meet the Environmental Protection Agency’s Tier 4 Final emission standards or are battery powered. (LTS)

## 2. Transportation

### a. VMT Analysis

**Impact TRANS-1:** Implementation of the Project would generate home-based VMT per resident that is greater than 85 percent of the citywide average home-based VMT per resident. (S)

**Mitigation Measure TRANS-1: Implement VMT Reduction Measures.** Individual housing project development proposals that do not screen out from VMT impact analysis shall provide a quantitative VMT analysis using the methods applied in this EIR, with modifications if appropriate based on future changes to City of Antioch practices and CCTA VMT analysis methodology guidelines. Projects which result in a significant impact shall include travel demand management measures and physical measures to reduce VMT to a less-than-significant level. Measures may include, but are not limited to, those described below, which have been identified as potentially VMT reducing in the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity.<sup>17</sup> Potential VMT reduction estimates are included below, but detailed requirements, calculation steps, and limitations are described in the CAPCOA Handbook. In addition, application of one or more measures is generally expected to result in a net VMT reduction of 10 percent or less for development projects in suburban settings such as Antioch.

- Unbundle parking costs (i.e., sell or lease parking separately from the housing unit). Effectiveness: up to 15.7 percent reduction in GHG from VMT per the CAPCOA Handbook.
- Provide car-sharing, bike sharing, or scooter sharing programs. Effectiveness: 0.15 to 0.18 percent reduction in GHG from VMT for car share, 0.02 to–0.06 percent for bike share, and 0.07 percent for scooter share, per the CAPCOA Handbook. The higher car share and bike share values are for electric car and bike share programs.
- Subsidize transit passes for residents of affordable housing. Effectiveness: up to 5.5 percent reduction in GHG from VMT per the CAPCOA Handbook.

In addition to the on-site measures noted above, individual housing projects that are above the VMT threshold could potentially contribute to future VMT mitigation fee programs, banks, or exchanges. No regional VMT mitigation programs currently exist; however, the CCTA is currently evaluating different mitigation program frameworks which may lead to a Countywide or sub-regional VMT mitigation program. Should such a program be implemented, development projects could potentially pay into a fee program or purchase mitigation credits to achieve needed VMT mitigation instead of, or in addition to, on-site TDM measures. (LTS)



## C. ALTERNATIVES TO THIS PROJECT

For purposes of this EIR, these three actions are together considered a “Project” under CEQA regulations.

The three Project alternatives analyzed in the EIR include:

- The No Project/No Build Alternative, which assumes the continuation of existing conditions within the City;
- The Reduced VMT Alternative, which would eliminate moderate and above moderate sites with home-based vehicle miles traveled (VMT) above the significance threshold from the Housing Sites Inventory (Sites Inventory). All sites located in TAZs with home-based VMT below the significance threshold would be retained; and
- The Reduced RHNA Buffer Alternative, which would reduce the buffer to 25.0 percent, which is within the 15- to 30-percent buffer recommended by the California Department of Housing and Community Development (HCD) to ensure that jurisdictions remain in compliance with the State Housing Law and the No Net Loss Requirements Law (Government Code Section 65863).

While both the Reduced VMT Alternative and Reduced RHNA Buffer Alternative would reduce the impacts under most environmental resources, there is substantial evidence that the alternatives identified in the EIR would not avoid or substantially lessen the significant unavoidable impacts of the Project and/or would not meet the Project objectives. The EIR includes detailed analysis on the potential impacts of each alternative by environmental topic. After reviewing the EIR and other relevant information in the administrative record, the Council determines that the three alternatives are infeasible. The reasons for rejecting each alternative are discussed in this section. The reasons for rejecting each alternative are independent and each reason alone is sufficient to support a determination that the alternative is infeasible.

### 1. Alternative 1: No Project/No Build Alternative

#### a. Description

Under this alternative, the city would continue to implement the adopted 2015-2023 Housing Element and Environmental Hazards Element adopted with the 2003 General Plan, and the proposed 2023-2031 Housing Element and Environmental Hazards Element would not be adopted. In addition, the proposed Environmental Justice Policies would not be adopted.

## **b. Comparison to Project**

This alternative would partially achieve the other goals of the Project, but not to the same degree, including the following:

- Conserve and improve the existing housing supply to provide adequate, safe, and decent housing for existing Antioch residents.
- Facilitate the development of special purpose housing to meet the needs of the elderly, persons with disabilities, large families, and the unhoused.
- Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch.
- Provide equal housing opportunities for all existing and future Antioch residents.

## **c. Findings**

Implementation of the No Project alternative would require that future housing development would be developed in accordance with the 2015-2023 Housing Element and would continue to have a development potential of 1,448 units. This alternative would result in a total net reduction in development potential by 3,433 units when compared to the Project and a 1,568-unit shortfall of the City's RHNA obligation.

Based on the foregoing findings, and even though the No Project/No Build alternative is the environmentally superior alternative, the Council rejects Alternative 1.

## **2. Alternative 2: Reduced VMT Alternative**

### **a. Description**

Under this alternative, housing sites which are not targeted for very-low or low-income housing and located in Traffic Analysis Zones (TAZs) with home-based vehicle miles traveled (VMT) above the significance threshold would be eliminated from the Housing Sites Inventory (Sites Inventory). All sites located in TAZs with home-based VMT below the significance threshold would be retained.

### **b. Comparison to Project**

The Reduced VMT Alternative would achieve many of the Project objectives, including those related to:

- Facilitate the development of a broad array of housing types to meet the City's fair share of regional housing needs and accommodate new and current Antioch residents of diverse ages and socioeconomic backgrounds.
- Conserve and improve the existing housing supply to provide adequate, safe, and decent housing for existing Antioch residents.
- Facilitate the development of special purpose housing to meet the needs of the elderly, persons with disabilities, large families, and the unhoused.
- Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch.
- Provide equal housing opportunities for all existing and future Antioch residents.

Most importantly, this alternative would allow the city to meet its 6th-cycle RHNA obligations, though with less margin for development of some sites at lower than maximum densities.

### **c. Findings**

Based on the Sites Inventory, this alternative would result in a total net reduction in development potential by 774 units when compared to the Project and would continue to exceed the City's RHNA obligation by 1,091 units.

Based on the foregoing findings, and even though the Reduced VMT alternative would reduce Project impacts associated with transportation, the Council rejects Alternative 2.

## **3. Alternative 3: Reduced RHNA Buffer Alternative**

### **a. Description**

This alternative would reduce the buffer above the City's RHNA obligation in comparison with the Project, which provides a buffer of 1,865 units beyond the City's RHNA obligation of 3,016 units, providing an overall buffer of 62.0 percent. Under this alternative, the overall RHNA buffer would be reduced to 25.0 percent, which is within the 15- to 30-percent buffer recommended by the California Department of Housing and Community Development (HCD) to ensure that jurisdictions remain in compliance with the State Housing Law and the No Net Loss Requirements Law (Government Code Section 65863). A 25-percent buffer was applied to the number of the City's RHNA unit obligation in each income category, as well as to the total unit count.

## **b. Comparison to Project**

The Reduced RHNA Buffer Alternative would achieve many of the Project objectives, including those related to:

- Facilitate the development of a broad array of housing types to meet the City's fair share of regional housing needs and accommodate new and current Antioch residents of diverse ages and socioeconomic backgrounds.
- Conserve and improve the existing housing supply to provide adequate, safe, and decent housing for existing Antioch residents.
- Facilitate the development of special purpose housing to meet the needs of the elderly, persons with disabilities, large families, and the unhoused.
- Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch.
- Provide equal housing opportunities for all existing and future Antioch residents.

Most importantly, this alternative would allow the city to meet its 6th-cycle RHNA obligations, though with less margin for development of some sites at lower than maximum densities.

## **c. Findings**

This alternative would result in 3,770 developable units in total, which would be a total net reduction in 1,111 units when compared to the Project but would continue to exceed the City's RHNA obligation by 754 units.

Based on the foregoing findings, and even though the Reduced VMT alternative would allow the city to meet its 6<sup>th</sup> Cycle RHNA obligations, the Council rejects Alternative 3.

## **D. STATEMENT OF OVERRIDING CONSIDERATIONS**

### **1. Overriding Considerations**

The Council has considered the Project's significant and unavoidable impacts set forth above and measured the benefits of the Project against the unavoidable environmental impacts identified in the EIR. The Council finds that the Project's benefits and economic, social, environmental, legal and other considerations outweigh and make acceptable the potentially unavoidable impact. Therefore, the Council adopts this statement of overriding considerations.

The Council also finds that the Project's significant unavoidable impacts would occur from any significant increase in the amount of residential development across the city. An increase in residential VMT would inevitably occur because of residential development. The Council finds that the benefits of the Project outweigh the benefits of other examined alternatives, including those deemed infeasible in Section D above.

## **2. Benefits of the Project**

*The expected benefits of the Project are:*

### **a. The Project will improve and conserve existing housing stock.**

The Project will provide adequate, safe, and decent housing for existing Antioch residents. Through the implementation of Housing Element programs, existing affordable housing stock will be retained, involvement in local housing assistance programs will become more accessible, displacement will be prevented, and infrastructure improvements will be made.

### **b. The Project will facilitate housing production and provide Antioch Residents with a variety of housing options.**

The Project would provide a variety of housing options for Antioch residents across all income groups. The Project accommodates for the potential future development of up to 4,881 residential units, including 882 units affordable for very low-income households, 760 for low-income, 845 for moderate-income, and 2,394 for above moderate-income.

### **c. The Project will redevelop under-utilized and vacant sites.**

Buildout of the 6<sup>th</sup> Cycle Housing Element would occur on underutilized sites. Currently, underutilized sites disrupt the area's land use pattern and is not providing any benefit to the community or region. Rezoning underutilized sites to allow for higher density residential development will generate more variety in housing typologies throughout the City and enable small infill and missing-middle projects.

### **d. The Project will mitigate natural and human-caused hazards, thereby improving public safety and resiliency.**

Implementation of Environmental Hazards Element project objectives will the potential for loss of life, injury, property damage, and economic and social disruption resulting from natural and human-caused hazards in the community. The City will be more equipped to deal with issues

brought on by climate change and other hazards such as fires, floods, droughts, earthquakes, and landslides.

**e. The Project will ensure that all residents have equal protection from environmental hazards.**

The goals, policies, and programs advanced under the Environmental Justice Element will reduce pollution exposure and other compounding health risks; promote public facilities, food access, safe and sanitary homes, physical activity, and civic engagement; and prioritize the needs of disadvantaged communities in Antioch.

**E. CUSTODIAN OF DOCUMENTS**

The City Clerk is designated as the custodian of the documents and record of proceedings on which this decision is based. The City Clerk's office is located at City Hall. The address of City Hall is 200 H St, Antioch, CA 94509.

**EXHIBIT B**

**MITIGATION, MONITORING AND REPORTING PROGRAM**



## MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) (see Table IV-1 below) has been prepared to comply with the requirements of State law (Public Resources Code Section 21081.6). State law requires the adoption of a mitigation monitoring program when mitigation measures are required to avoid significant impacts. The monitoring program is intended to ensure compliance during implementation of the project.

This MMRP has been formulated based upon the findings of the Project's Draft Environmental Impact Report (EIR) and the comments received on this document and addressed herein. This MMRP identifies mitigation measures recommended in the Project's Draft EIR to avoid or reduce identified impacts and specifies the agencies/parties responsible for implementation and monitoring of the measure.

The first column identifies the mitigation measure. The second column, entitled "Party Responsible for Ensuring Implementation," refers to the person(s) who will undertake the mitigation measures. The third column, entitled "Party Responsible for Monitoring," refers to the person/agency responsible for ensuring that the mitigation measure has been implemented and recorded. The fourth column, entitled "Monitoring Timing," identifies when and/or for how long the monitoring shall occur.

TABLE IV-1 MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Party Responsible for Ensuring Implementation	Party Responsible for Monitoring	Monitoring Timing	Compliance Verification	
				Initial	Date
B. Transportation					
<b>TRANS-1: Implement VMT Reduction Measures.</b> Individual housing project development proposals that do not screen out from VMT impact analysis shall provide a quantitative VMT analysis using the methods applied in this EIR, with modifications if appropriate based on future changes to City of Antioch practices and CCTA VMT analysis methodology guidelines. Projects which result in a significant impact shall include travel demand management measures and physical measures to reduce VMT to a less-than-significant level. Measures may include, but are not limited to, those described below, which have been identified as potentially VMT reducing in the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity. Potential VMT reduction estimates are included below, but detailed requirements, calculation steps, and limitations are described in the CAPCOA Handbook. In addition, application of one or more measures is generally expected to result in a net VMT reduction of 10 percent or less for development projects in suburban settings such as Antioch.	Project Applicant: <ul style="list-style-type: none"><li>■ Select a qualified transportation consultant to prepare and provide a VMT analysis per guidelines.</li><li>■ If necessary, based on the VMT assessment, prepare, and provide a Transportation Demand Management (TDM) Plan for the project which demonstrates a VMT reduction in accordance with requirements and threshold.</li><li>■ Conduct on-going monitoring of development VMT in accordance with TDM plan requirements to verify trip reduction goals are achieved.</li></ul>	City of Antioch Community and Development Department, Planning Division: <ul style="list-style-type: none"><li>■ Review and approve VMT analysis.</li><li>■ Review and approve TDM plan.</li><li>■ Review and approve TDM plan monitoring and achievement of trip reduction goals.</li></ul>	Prior to Construction		
C. Air Quality					
<b>AIR-1: Residential Construction Controls for Criteria Air Pollutants.</b> For construction of residential projects with more than 114 single-	Project Applicant:	City of Antioch Community and	Prior to issuance of building permit		

Mitigation Measure	Party Responsible for Ensuring Implementation	Party Responsible for Monitoring	Compliance Verification		
			Monitoring Timing	Initial	Date
<p>family units or 240 multi-family units, the project applicant shall retain a qualified air quality consultant to identify measures to reduce the project's criteria air pollutant and precursor emissions below the Bay Area Air Quality Management District's (BAAQMD's) recommended thresholds of significance. Emission reduction measures may include, but are not limited to, the use of off-road equipment with engines that meet the Environmental Protection Agency's Tier 4 emission standards or engines retrofitted with the most effective Verified Diesel Emissions Control Strategy (VDECS) certified by the California Air Resources Board (CARB). Quantified emissions and identified reduction measures shall be submitted to the City (and the Air District if specifically requested) for review and approval prior to the issuance of building permits and the approved criteria air pollutant reduction measures shall be implemented during construction.</p> <p>In addition, the project applicant shall prepare a Construction Emissions Minimization Plan (Emissions Plan) for all identified criteria air pollutant reduction measures (if any). The Emissions Plan shall be submitted to the City (and BAAQMD if specifically requested) for review and approval prior to the issuance of building permits. The Emissions Plan shall include the following:</p> <ul style="list-style-type: none"> <li>▪ An equipment inventory summarizing the type of off-road equipment required for each phase of construction, including the equipment manufacturer, equipment identification number, engine model year, engine certification (tier rating), horsepower, and engine serial number. For all VDECS, the equipment inventory shall also include the technology type, serial number, make, model, manufacturer, CARB verification number level, and installation date.</li> <li>▪ A Certification Statement that the Contractor agrees to comply fully with the Emissions Plan and acknowledges that a significant violation of the Emissions Plan shall constitute a material breach of contract.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Retain a qualified air quality consultant to identify measures to reduce emissions.</li> <li>▪ Prepare a Construction Emissions Minimization Plan (Emissions Plan).</li> </ul>	<ul style="list-style-type: none"> <li>▪ Review and approve air quality analysis and associated reduction measures.</li> <li>▪ Review and approve Emissions Plan.</li> </ul> <p>(if necessary) Bay Area Air Quality Management District (BAAQMD):</p> <ul style="list-style-type: none"> <li>▪ Review and approve air quality analysis and associated reduction measures.</li> <li>▪ Review and approve Emissions Plan.</li> </ul>			
<b>AIR-2: Residential Operation Controls for Criteria Air Pollutants.</b> For operation of residential projects with more than 325 single-family	Project Applicant:	City of Antioch Community and	Prior to issuance of building permit		

Mitigation Measure	Party Responsible for Ensuring Implementation	Party Responsible for Monitoring	Compliance Verification		
			Monitoring Timing	Initial	Project/ Comments
units or 451 multi-family units, the project applicant shall retain a qualified air quality consultant to identify measures to reduce the project's criteria air pollutant and precursor emissions below the BAAQMD's recommended thresholds of significance. Emission reduction measures may include, but are not limited to, implementation of a transportation design management plan, compliance with electric vehicle requirements in the most recently adopted version of CALGreen Tier 2, or excluding natural gas appliances or natural gas plumbing in the building design. Quantified emissions and identified reduction measures shall be submitted to the City (and BAAQMD if specifically requested) for review and approval prior to the issuance of building permits.	<ul style="list-style-type: none"> <li>Retain a qualified air quality consultant to identify measures to reduce emissions.</li> </ul>	<p>Development Department, Planning Division:</p> <ul style="list-style-type: none"> <li>Review and approve air quality analysis and associated reduction measures.</li> </ul> <p>(if necessary) Bay Area Air Quality Management District (BAAQMD):</p> <ul style="list-style-type: none"> <li>Review and approve air quality analysis and associated reduction measures.</li> </ul>			
<p><b>AIR-3a: Residential Construction Controls for Diesel Particulate Matter.</b> For construction of residential projects with a construction duration greater than 6 months that are located in an area defined as needing "Best Practices" or "Further Study" on the BAAQMD's Planning Healthy Places Map (<a href="https://www.baaqmd.gov/plans-and-climate/planning-healthy-places">https://www.baaqmd.gov/plans-and-climate/planning-healthy-places</a>), the project applicant shall apply <u>one</u> of the following two measures:</p> <ol style="list-style-type: none"> <li>The project applicant shall retain a qualified air quality consultant to prepare a Health Risk Assessment (HRA) in accordance with current guidance from the Office of Environmental Health Hazard Assessment to determine the health risks to sensitive receptors exposed to diesel particulate matter (DPM) from project construction emissions. The HRA shall be submitted to the City (and BAAQMD if specifically requested) for review and approval. If the HRA concludes that the health risks are at or below acceptable levels, then DPM reduction measures are not required. If the HRA concludes that the health risks exceed acceptable levels, DPM reduction measures shall be identified to reduce the health risks to acceptable levels. Identified DPM reduction measures shall be submitted to the City for review and</li> </ol>	<p>Project Applicant:</p> <ul style="list-style-type: none"> <li>Retain a qualified air quality consultant to prepare HRA.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Ensure all construction-related equipment is equipped with the most effective VDECS available as certified by CARB.</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>Prepare an Emissions Plan.</li> </ul>	<p>City of Antioch Community and Development Department, Planning Division:</p> <ul style="list-style-type: none"> <li>Review and approve HRA.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>Review and approve construction equipment list for most effective VDECS.</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>Review and approve Emissions Plan.</li> </ul> <p>(if necessary) Bay Area Air Quality Management District (BAAQMD):</p>	Prior to issuance of building permit		

Mitigation Measure	Party Responsible for Ensuring Implementation	Party Responsible for Monitoring	Compliance Verification		
			Monitoring Timing	Initial	Date
approval prior to the issuance of building permits and the approved DPM reduction measures shall be implemented during construction.		<ul style="list-style-type: none"> <li>Review and approve HRA.</li> </ul>			
OR					
2. All off-road diesel equipment shall be equipped with the most effective VDECS available for the engine type (Tier 4 engines automatically meet this requirement) as certified by CARB. The equipment shall be properly maintained and tuned in accordance with manufacturer specifications.		<ul style="list-style-type: none"> <li>Review and approve construction equipment list for most effective VDECS.</li> </ul>			
		AND			
In addition, the project applicant shall prepare a Construction Emissions Minimization Plan (Emissions Plan) for all identified DPM reduction measures (if any). The Emissions Plan shall be submitted to the City (and BAAQMD if specifically requested) for review and approval prior to the issuance of building permits. The Emissions Plan shall include the following:		<ul style="list-style-type: none"> <li>Review and approve Emissions Plan.</li> </ul>			
<ul style="list-style-type: none"> <li>An equipment inventory summarizing the type of off-road equipment required for each phase of construction, including the equipment manufacturer, equipment identification number, engine model year, engine certification (tier rating), horsepower, and engine serial number. For all VDECS, the equipment inventory shall also include the technology type, serial number, make, model, manufacturer, CARB verification number level, and installation date.</li> </ul>					
<ul style="list-style-type: none"> <li>A Certification Statement that the Contractor agrees to comply fully with the Emissions Plan and acknowledges that a significant violation of the Emissions Plan shall constitute a material breach of contract.</li> </ul>					
<b>AIR-3b: Residential Emergency Generators.</b> Require all emergency generators for new residential development projects (if required) to use best available control technology for air pollutant emissions, such as using engines that meet the Environmental Protection Agency's Tier 4 Final emission standards or are battery powered.	Project Applicant: <ul style="list-style-type: none"> <li>Provide list of emergency generators planned for usage.</li> </ul>	City of Antioch Community and Development Department, Planning Division: <ul style="list-style-type: none"> <li>Review and approve list of emergency</li> </ul>	Prior to issuance of building permit		

Mitigation Measure	Party Responsible for Ensuring Implementation	Party Responsible for Monitoring	Monitoring Timing	Compliance Verification		
				Initial	Date	Project/ Comments
		generators to ensure that engines meet EPA Tier 4 Final emissions standards or are battery powered.				





**CITY OF ANTIOCH  
PLANNING COMMISSION**

**Regular Meeting  
6:30 p.m.**

**March 15, 2023  
City Council Chambers**

**1. CALL TO ORDER**

Chair Gutilla called the meeting to order at 6:30 P.M. on Wednesday, March 15, 2023, in the City Council Chambers.

**2. ROLL CALL**

Present: Commissioners Schneiderman, Martin, Motts, Lutz, Vice Chair Riley and Chair Gutilla  
Absent: Commissioner Hills  
Staff: Acting City Attorney, Ruthann Ziegler  
Director of Community Development, Forrest Ebbs  
Senior Planner, Kevin Scudero  
Senior Planner, Zoe Meredith  
Associate Planner, Jose Cortez  
Minutes Clerk, Kitty Eiden

**3. PLEDGE OF ALLEGIANCE**

Chair Gutilla led the Pledge of Allegiance.

**4. EX-PARTE COMMUNICATIONS - None**

**5. PUBLIC COMMENT – None**

**6. CONSENT CALENDAR**

**6-1. Planning Commission Meeting Minutes February 15, 2023**

***On motion by Commissioner Schneiderman, seconded by Commissioner Martin, the Planning Commission members present unanimously approved the Minutes of February 15, 2023. The motion carried the following vote:***

**AYES:** Schneiderman, Martin, Motts, Lutz, Riley, Gutilla  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Hills

Due to technical difficulties with Zoom, Chair Gutilla declared a recess at 6:38 P.M. The meeting was reconvened at 6:46 P.M. with all Commissioners present with the exception of Commissioner Hills who was previously noted as absent.

***On motion by Commissioner Schneiderman, seconded by Commissioner Motts, the Planning Commission moved New Item 8-1 to be heard prior to Public Hearing Item 7-1 due to technical difficulties. The motion carried the following vote:***

<b>AYES:</b>	<b>Schneiderman, Martin, Motts, Lutz, Riley, Gutilla</b>
<b>NOES:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>
<b>ABSENT:</b>	<b>Hills</b>

## **8. NEW ITEM**

**8-1 AR-22-11 Chick Fil A at 5705 Lone Tree Way-** The applicant is seeking Design Review approval for the construction of a new 4,594 sq. ft. restaurant with two lane drive through at 5705 Lone Tree Way. The subject site is an existing 1.33-acre parcel with a vacant 6,886 sq. ft. restaurant built in 2003 (formerly Mimi's Café). The applicant is proposing to demolish the existing building and construct a new 22 ft. tall restaurant with a double drive through for Chick Fil A. The restaurant will provide eighty-two (82) seats for on-site dining, a two-lane drive-through, and fifty-four (54) on-site parking spaces. Other site improvements include new canopies for the drive-through, lighting, landscaping, and parking lot improvements. Business hours are proposed to be 6am-11pm Monday-Saturday.

Associate Planner Cortez presented the staff report dated March 15, 2023, recommending the Planning Commission adopt the Resolution approving Design Review for the construction of a new Chick Fil A at 5705 Lone Tree Way.

The applicant for Chick Fil A explained the application was for their prototypical design and he was available to answer questions this evening.

Chair Gutilla opened and closed the public comment period with no speakers requesting to speak.

In response to Commissioner Martin, Associate Planner Cortez explained the circulation plan and Senior Planner Scudero provided an exhibit with the proposed restriping for the drive aisle.

Associate Planner Cortez added that the new building would sit smaller on the current lease area after the building was demolished.

In response to Commissioner Martin, the applicant clarified that the building would be for a single tenant.

Commissioner Schneiderman stated she was happy Chick Fil A was coming to Antioch and she felt this location would do well.

Commissioner Lutz expressed concern regarding traffic related to Chick Fil A businesses in other cities and how the additional traffic would impact Lone Tree and Highway 4. He questioned who performed the traffic analysis and if there were assurances that it was done correctly.

Director of Community Development Ebbs explained that this project was for Design Review and traffic was a function of the land use. He noted drive through restaurants were allowed by right in this shopping center. He further noted the entrance was far removed from the major arterial, so if traffic problems occurred, it would be within the shopping center. He stated they did not anticipate getting to a point where traffic backed up vehicles moving along Lone Tree Way.

Commissioner Lutz questioned if the other businesses in this shopping center had provided input regarding this use.

Director of Community Development Ebbs explained that those complaints would be within the tenant landlord relationship. He noted there were obligations and rights between the tenants. He stated that the hope was that more traffic would create more customers for those businesses.

Commissioner Lutz stated he had no doubt that this project would be approved; however, the owner donated to causes that he did not agree with so he would be voting no. He wished the applicant the best of luck, if approved.

In response to Commissioner Motts, Associate Planner Cortez stated the existing building would be torn down and this project would replace it. He noted with that work there may be minor restriping of the parking lot.

Commissioner Motts stated he was looking to add trees; however, with no significant changes to the parking lot there would be no option.

Vice Chair Riley expressed concern for the left turn coming from Lone Tree Way backing up toward the highway 4 intersection.

Director of Community Development Ebbs responded that the recommendation was to stripe the area to encourage people to move further into the site prior to making a left-hand turn. He noted the City also reserved the right to close the left-hand turn pocket to force people to go to the formal intersection to make their turn. He further noted if further problems arise, they could engage the owner to determine what additional improvements needed to be made.

In response to Chair Gutilla, Associate Planner Cortez discussed the proposed revisions to SP-2. He explained the pedestrian access walkway was confined to the lease area.

**RESOLUTION NO. 2023-12**

***On motion by Commissioner Martin, seconded by Commissioner Schneiderman, the Planning Commission members present adopted the Resolution approving Design Review for the construction of a new Chick Fil A at 5705 Lone Tree Way.***

***with the following modification to SP-2 –***

- ***Queue Management Plan. The applicant shall comply with the Queue Management Plan, specifically Recommendation #2 as described in the Lone Tree Way Chick-fil-A Transportation Impact Analysis Report dated March 6, 2023. The project shall operate two drive-through lanes during any period of high operational demand as needed in order to accommodate the vehicle queues or the drive-through demand.***

***The motion carried the following vote:***

<b>AYES:</b>	<b>Schneiderman, Martin, Motts, Riley, Gutilla</b>
<b>NOES:</b>	<b>Lutz</b>
<b>ABSTAIN:</b>	<b>None</b>
<b>ABSENT:</b>	<b>Hills</b>

Chair Gutilla declared a recess at 7:11 P.M. The meeting reconvened at 7:14 P.M. with all Planning Commissioners present with the exception of Commissioner Hills who was previously noted as absent.

## **7. PUBLIC HEARING**

- 7-1. Environmental Justice Element** - The Planning Commission will review and make a recommendation to the City Council on the draft Environmental Justice (EJ) Element. Cities and Counties with disadvantaged communities are required to incorporate EJ goals and policies into their General Plans when adopting or revising two or more Elements concurrently. The City Council recently adopted a Housing Element and Environmental Hazards Element. The draft EJ element integrates principles into the planning process and to improve public participation.

Alexia Rotberg representing Urban Planning Partners, presented the staff report dated March 15, 2023, recommending the Planning Commission adopt the Resolution recommending the City Council adopt the General Plan Amendment approving the EJ Element.

Chair Gutilla opened and closed the public comment period with no members of the public requesting to speak.

Commissioner Lutz thanked staff for the report.

In response to Commissioner Lutz, Ms. Rotberg speaking to the CalEnviroScreen confirmed that composite scores of the seventy-five percentile were determined by the state as to what qualified as a disadvantaged community.

Commissioner Lutz stated that he had worked with the CalEnviroScreen mapping feature, and he hoped the trends could be reversed; however, given their current direction and the long-term impacts of the City's planning decisions, he questioned if the City should be looking at a broader area than five tracks.

Senior Planner Merideth stated they were looking holistically at the whole City; however, these five census tracks were identified by the state.

Director of Community Development Ebbs stated that the General Plan Update would address each area again and at that time they could determine if they wanted to expand. He noted it was currently a baseline.

Commissioner Lutz questioned if the unhoused were included.

Curtis Banks, Urban Planning Partners, responded that he was unsure to what extent that information was collected because some was provided separately by the County.

Commissioner Schneiderman commented that schools in the highlighted areas were underperforming. She questioned if tutoring or bilingual services would be included in educational services that could be offered.

Mr. Banks responded that it would be at the discretion of the City to add educational services in conjunction with the School District.

Senior Planner Merideth added that while they wanted to interface with the Antioch Unified School District (AUSD), this was a City of Antioch document and there were policies regarding youth engagement at a City level. She noted moving forward with the General Plan Update, they could possibly add efforts to partner with the AUSD.

Commissioner Martin stated the report was excellent; however, he had concerns related to having owners of housing or landlords fund improvements to their properties.

Senior Planner Merideth responded that policies identified programs that provided funding to homeowners to make improvements affordable.

Ms. Rotberg added that as part of the Housing Element Update process, outreach took place with the stakeholders.

Commissioner Martin stated that staff was hoping the requirements being considered could be offset by other programs.

Senior Planner Merideth explained that there were energy efficient options for homeowners to take advantage of and they were not mandatory requirements.

Ms. Rotberg commented that this item related to improving air quality in some of the older housing stock.

Commissioner Martin stated that he was a landlord, and he was concerned regarding how he would pay for the recommended improvements without raising rents or receiving compensation to keep his rents lower.

Senior Planner Scudero responded that these items were not mandated but policies that would help make improvements possible.

In response to Commissioner Martin, Director of Community Development Ebbs explained that section 6.1.3 of the Environmental Justice Element addressed transit availability and working with transit providers to increase routes.

Senior Planner Merideth explained the goals, policies and programs were not requirements; however, the City was encouraging them through different programs, education and working with other community partners.

Commissioner Martin questioned what was happening with the report once approved and expressed concern that it would not be considered in the future.

Director of Community Development Ebbs explained that this document would become part of the General Plan Update that would guide the city's future decisions. He added that the state put a lot of importance on it and their expectation was that it would be used as a future reference on daily decisions.

Commissioner Schneiderman commented that there may be some skepticism if the City offered the programs to a neighborhood. She suggested if these items were implemented that they begin with one street to determine if they would be accepted by the property owners.

In response to Commissioner Motts, Ms. Rotberg explained a large part of the air quality issues in the area were due to State Routes 4 and 160, as a source of the particulate matter and traffic. She noted water quality issues applied to storage tanks.

Mr. Banks added that there were areas with older gas stations tanks.

Alexis commented that pollution indicators were already regulated and monitored by state agencies.

Mr. Banks stated that they hoped part of the redevelopment of those sites would include cleanup when appropriate.

Vice Chair Riley stated he thought the document was well thought out. He questioned if there should be specific language with regards to improving pedestrian and bicycle access to grocery stores.

Director of Community Development Ebbs and Ms. Rotberg explained that Environmental Justice Element policy 4.2 addressed those items.

Chair Gutilla suggested the following items be considered:

- Place air monitors in Antioch
- Environmental Justice Element – Page A62, 2.1.7 - Transition cooling centers to multipurpose centers/community engagement areas
- Environmental Justice Element – Page A63, 2.1.12 – Label projects within EJ neighborhoods when presented to the Planning Commission and provide a table for EJ items
- Environmental Justice Element - Page A64 Goal 3 – Address vouchers for recreation department activities and onsite afterschool programs targeted towards GED, job placement and skills enhancements
- Environmental Justice Element – Page A64 Goal 3 – Include a school bus programs to increase safety
- Environmental Justice Element – Page A66 4.1.2 – Include the Master Gardeners as a CBOs
- Environmental Justice Element – Page A67 4.1.3 – List all free food distribution sites or a phone number to find locations

Chair Gutilla expressed concern that targeted code enforcement could displace existing residents and a landlord taking advantage of home improvement programs may look at it as an opportunity to raise rent.

Director of Community Development Ebbs encouraged the Planning Commission to watch the March 28, 2023, City Council meeting where he would be bringing an item on the Residential Rental Inspection Program.

Vice Chair Riley stated that he believed the school bus program should be added to the motion.

Director of Community Development Ebbs stated he believed there could be a reference to the AUSD and their ability to provide bus service in addition to Tri-Delta Transit.

Commissioner Schneiderman stated she also believed a bus program could be cost efficient.



Chair Gutilla commented that a bus program could also reduce pollutants and provide long term benefits.

Commissioner Lutz stated that a bus program could improve safety and save the lives of children who walk to school.

Commissioner Martin reported he had witnessed someone drive their children to school when it was only two blocks away.

Chair Gutilla commented that it may be an issue of pedestrian access, unsafe drivers and a lack of crossing guards in the area. She reported there had been an effort in some neighborhoods to create kid safe spaces outdoors. She noted busing may be an option for Jr. High and High Schools and then improving pedestrian access for elementary schools, so families feel comfortable letting their children walk to school. She noted collaboration with AUSD on these policies would be a good starting point.

Commissioner Motts reported safe routes to schools was an important issue for TRANSPLAN and the City could work in conjunction with TRANSPLAN to make it more official that those routes are utilized.

Commissioner Schneiderman reported that the City had just approved a Bicycle Garden and suggested other parks have safe trails that could possibly lead them to schools. She noted many streets downtown were too narrow for bike lanes.

#### **RESOLUTION NO. 2023-11**

***On motion by Commissioner Martin, seconded by Commissioner Motts, the Planning Commission members present adopt the Resolution recommending the City Council adopt the General Plan Amendment approving the EJ Element.***

***with the following addition –***

- ***The City should collaborate with the Antioch Unified School District on safe transportation options to schools.***

***The motion carried the following vote:***

<b>AYES:</b>	<b><i>Schneiderman, Martin, Motts, Lutz, Riley, Gutilla</i></b>
<b>NOES:</b>	<b><i>None</i></b>
<b>ABSTAIN:</b>	<b><i>None</i></b>
<b>ABSENT:</b>	<b><i>Hills</i></b>

#### **9. ORAL/WRITTEN COMMUNICATIONS**

**9-1. April 5, 2023 Planning Commission meeting is cancelled.**

Senior Planner Merideth announced the April 5, 2023, Planning Commission meeting was cancelled.

Commissioner Motts questioned if a tree policy could be brought forward.

Director of Community Development Ebbs explained tree policies lived in the zoning ordinance and he believed there was room for improvement. He noted there needed to be a broader discussion regarding the City's role in replanting and maintaining trees. He further noted they would coordinate with Public Works and Capital Projects to develop a program to incentivize people to replant trees that were removed and work out the procedures for tree removal.

Commissioner Motts suggested the possibility of developing a program with City sponsored maintenance.

Chair Gutilla spoke in support of being proactive, incentivizing and noticing neighborhoods in tree sensitive areas to remind them to maintain their trees and provide recommendations for replacing them.

Commissioner Motts questioned if there was room for public participation on the Tree Committee.

Commissioner Lutz stated he was unaware of the City's tree ordinance/policy and he believed by comments on social media that residents were unknowing as well. He spoke in support of an educational component which could also be addressed with noticing those residents.

Commissioner Schneiderman stated that sidewalks would also need to be looked at for tripping hazards and risks.

Director of Community Development Ebbs reported the state passed a law that delegated responsibility for maintenance of sidewalks and trees to the adjoining property owner. He noted the City could not release all liability and they had to have an active sidewalk management program that identified dangerous situations. He further noted the timing and economy had prevented the City from putting a lot of effort into that program. He suggested a discussion in relation to the Downtown Specific Plan could be brought back as a future agenda item. He stated there was an informal program where the City split costs on an Informal basis.

Commissioner Martin suggested adding a requirement that when trees were removed, they were replaced.

## **10. COMMITTEE REPORTS**

Commissioner Motts reported that the TRANSPLAN meeting had been cancelled.

**11. NEXT MEETING: April 19, 2023**

Chair Gutilla announced with the cancellation of the April 5, 2023, Planning Commission meeting, the next meeting would be held on April 19, 2023.

**12. ADJOURNMENT**

*On motion by Commissioner Motts, seconded by Commissioner Martin, the Planning Commission members present unanimously adjourned the meeting at 8:22 P.M. The motion carried the following vote:*

<b>AYES:</b>	<b>Schneiderman, Martin, Motts, Lutz, Riley, Gutilla</b>
<b>NOES:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>
<b>ABSENT:</b>	<b>Hills</b>

Respectfully submitted:  
KITTY EIDEN, Minutes Clerk



# Environmental Justice Element General Plan Amendment

City Council Public Hearing | December 12, 2023

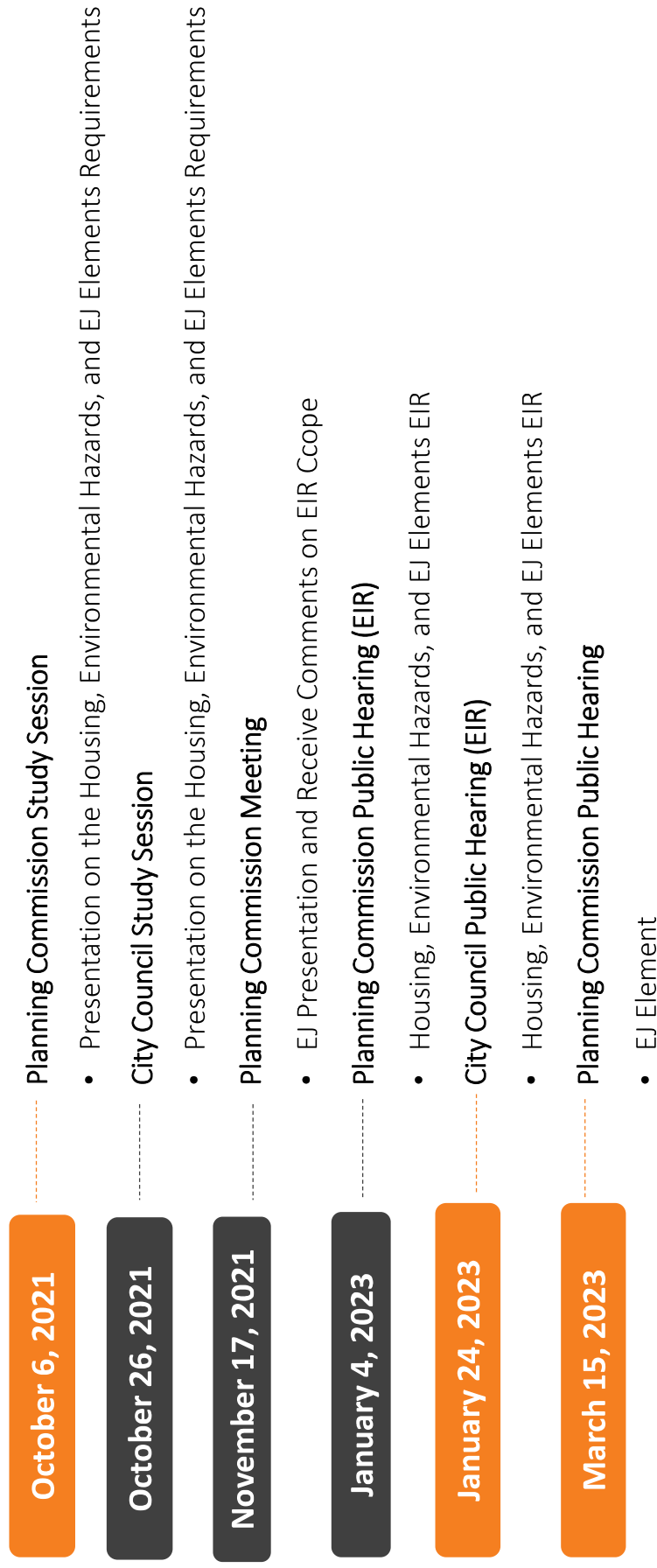
# Meeting Purpose

General Plan Amendment:  
Adopt the New Environmental  
Justice (EJ) Element

## Presentation Overview

1. CONSULTANT PRESENTATION
2. CLARIFYING COUNCIL QUESTIONS
3. PUBLIC COMMENT
4. COUNCIL DISCUSSION
5. CITY COUNCIL ACTION

# Project Timeline



# What is an Environmental Justice Element?

- Senate Bill 1000 (2016) Planning for Healthy Communities Act
  - When 2+ elements being updated concurrently
  - IF “disadvantaged communities” are in the jurisdiction
    - defined by CalEPA

## Environmental Justice:

The fair treatment and meaningful participation of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations and policies - (*CAL Gov Code 65040.12*)

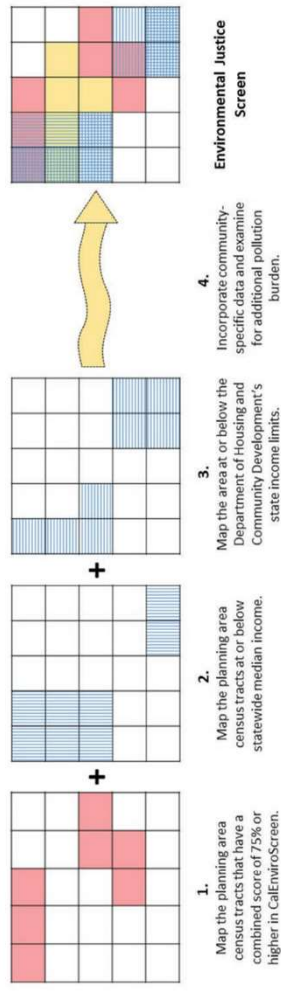


# Environmental Justice Neighborhoods

- Disadvantaged Communities: as areas that may be disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation; and include concentrations of lower-income individuals and sensitive populations.

## Criteria:

- CalEnviroScreen 4.0 : Scores based on environmental, health, and socioeconomic. Data
- Analysis of census tracts and household income levels below HCD's "low income" limit (80% of AMI)

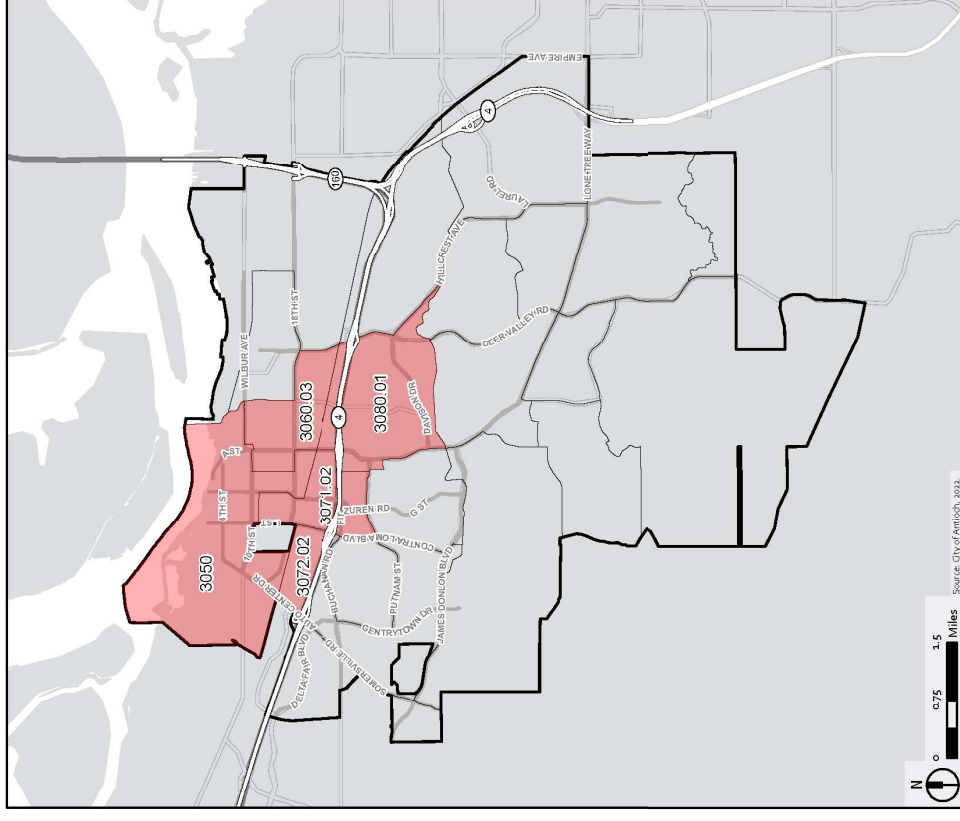


# Environmental Justice Neighborhoods

- Antioch has five census tracts identified as EJ Neighborhoods.
  - Satisfy CALEnviroScreen 4.0 and Income Criteria

Census Tract 3050
Census Tract 3060.03
Census Tract 3071.02
Census Tract 3072.02
Census Tract 3080.01

- primarily located in the northwestern portion of the city, near or north of SR 4



# Community & Stakeholder Engagement

<b>Community Meeting</b> February 17, 2022 <b>Community Meeting (Spanish Speakers)</b> February 19, 2022 <b>Community Meeting</b> April 13, 2022	<ul style="list-style-type: none"> <li>• Locate development away from freeways</li> <li>• Encourage Alternative energy sources</li> <li>• Ensure affordable housing options are provided to existing residents</li> </ul>
<b>First 5 Contra Costa</b> April 19, 2022	<ul style="list-style-type: none"> <li>• Affordable housing options needed throughout city</li> <li>• Tenant Protections needed <ul style="list-style-type: none"> <li>• Habitability Issues</li> <li>• High eviction rates</li> <li>• Rent increases</li> </ul> </li> <li>• Quality of Parks / Livability</li> <li>• Access to Food for lower-income and vulnerable populations</li> </ul>
<b>Contra Costa Health Services</b> April 25, 2022	<ul style="list-style-type: none"> <li>• Encourage home improvements to address indoor air quality (asthma), energy efficiency, window repairs, weatherization</li> <li>• prioritizing the remediation of brownfields to prepare for sea level rise</li> <li>• Expand capacity for building code enforcement.</li> <li>• Residents living near SR-4 are at risk of PM2.5.</li> <li>• Notify communities that fish in river re: potential for mercury contamination.</li> <li>• Update EJ Every 5 years</li> </ul>

# Goals, Policies, Programs

- Goals, Policies and Programs were drafted for the following EJ Topic Areas:
  - Meaningful Civic Engagement
  - Pollution Exposure
  - Public Facilities
  - Healthy Food Access
  - Safe and Sanitary Homes
  - Mobility
- Based on stakeholder and community input
- EJ Element is a living document
  - to be updated to appropriately serve city

Goals: Broad statement of desired outcome

Policies: Guide decision makers, staff, and other representatives in day-to-day operations

Programs: Specific activities that implement policies

# Goals, Policies, Programs

## Goal 1. Encourage Meaningful Civil Engagement

- Policy 1.1: Expand access to the civic decision-making process for lower-income and non-English speaking populations.
- Policy 1.2: Engage and educate youth in the civic decision-making processes.
- Policy 1.3: Encourage turnout for local elections and community meetings.

## Goal 2. Improve Environmental Conditions

- Policy 2.1: Improve air and water quality within EJ Neighborhoods.
- Policy 2.2: Provide public resources and information on environmental conditions.
- Policy 2.3: Encourage redevelopment and planning activities which address health hazards in EJ Neighborhoods, such as the clean-up of contaminated sites.
- Policy 2.4: Mitigate and prepare for the effects of climate change.

# Goals, Policies, Programs

## Goal 3. Improve Access to Public Facilities

- Policy 3.1: Ensure public facilities are accessible to all residents.
- Policy 3.2: Maintain and improve the quality of existing public facilities and services.
- Policy 3.3: Provide additional public facilities and services within EJ Neighborhoods.

## Goal 4. Improve Access to Healthy Food

- Policy 4.1: Increase the number of grocery facilities within EJ Neighborhoods that provide fresh produce, meat, and other food essentials.
- Policy 4.2: Improve resident access to healthy food options within EJ Neighborhoods.

# Goals, Policies, Programs

## Goal 5. Provide Fair, Safe, and Healthy Housing

- Policy 5.1: Preserve and improve the existing housing stock.
- Policy 5.2: Educate tenants and landlords regarding fair and safe housing resources.
- Policy 5.3: Enforce fair and safe housing practices.

## Goal 6. Mobility and Transit Options

- Policy 6.1: Decrease transportation's impact on the environment.
- Policy 6.2: Improve safety, connectivity, and reliability across multiple modes of transportation.



# Environmental Analysis

## Draft and Final Environmental Impact Report (EIR)

- Evaluated impacts for the Housing, Environmental Hazards, and Environmental Justice Elements
  - Included associated General Plan and zoning text map amendments, specific plan updates, objective design standards
- One significant and unavoidable impacts related to **transportation**.
  - Related to Housing Element (not EJ)
- Planning Commission reviewed the EIR on **January 4, 2023**
  - Recommended Council Certify EIR, SoOC, & MMRP
- City Council certified the EIR and adopted the SoOC and MMRP on **January 24, 2023**.

# Planning Commission Review

- Public Hearing held on March 15, 2023
- The Commission voted 6-0-1 (Hill absent) to adopt Resolution No. 2023-11 Adopt the to amend the General Plan and adopt the EJ Element as a new Element of the General Plan with following the addition:
  - ✓ The City should collaborate with the Antioch Unified School District on safe transportation options to schools

# Recommendation

That the City Council:

- Adopt the Resolution to Amend the General Plan and Adopt the EJ Element as a New Element of the General Plan

Questions? Comments?





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 12, 2023

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

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

**SUBJECT:** Board of Administrative Appeals Appointment for one Alternate Board Member vacancy, 2-year term, expiring December 2025

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### **RECOMMENDED ACTION**

- 1) It is recommended that the Mayor nominate the candidate for appointment.
- 2) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of *[name of appointee]* to the Board of Administrative Appeals for the Alternate Board Member vacancy, 2-year term, expiring December 2025.

### **FISCAL IMPACT**

There is no fiscal impact as all positions are voluntary.

### **DISCUSSION**

The Board of Administrative Appeals consists of five members and one alternate appointed by the Mayor and confirmed by a majority of the Council. The Alternate Member shall serve a term of two years. The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations. Administrative citations are typically issued by a Code Enforcement Officer, Police Officer, or Animal Control Officer.

Three of the Board Members shall have experience in the building construction trades and/or training in the California Code of Regulations, or such training and experience necessary to hear appeals on Building, Housing, and Technical Codes. All appointed members of the Board shall be Antioch residents. Meetings are held the first Thursday of every month at 3:00 p.m.; or on other dates as needed.

In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees, unless otherwise specifically provided by statute. Under Antioch Municipal Code §2-5.201, the Mayor shall nominate candidates for membership on all

boards and commissions. Nominees shall be appointed to each board and commission upon receiving approval of at least a majority vote of the City Council.

The City Clerk's Office advertised to fill the vacancy in the usual manner. Currently, there is one vacancy for an Alternate Board Member, 2-year term, on the Board of Administrative Appeals. One application was received and provided to Mayor Thorpe to interview.

Mayor Thorpe is nominating Jacquelyn Higgins for the Alternate Board Member vacancy, 2-year term, expiring December 2025.

The biography and background of the candidate will be presented at the City Council meeting.

### **ATTACHMENTS**

- A. Resolution for one Alternate Board Member, 2-year term, expiring December 2025
- B. Application

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPOINTING [INSERT NAME OF APPOINTEE AFTER APPOINTMENT] TO THE  
BOARD OF ADMINISTRATIVE APPEALS FOR ONE ALTERNATE BOARD MEMBER  
VACANCY, TWO-YEAR TERM, ENDING DECEMBER 2025**

**WHEREAS**, there is currently one Alternate Board Member vacancy, two-year term, on the Board of Administrative Appeals;

**WHEREAS**, the City Clerk's Office made announcement and accepted applications for this vacancy;

**WHEREAS**, Mayor Lamar A. Thorpe considered the one application received and interviewed the interested applicant;

**WHEREAS**, Antioch Municipal Code Section 2-5.201 requires the Mayor to nominate candidates for membership on all boards and commissions and requires nominees to receive approval of at least a majority vote of the City Council to be appointed to a board or commission; and

**WHEREAS**, Mayor Lamar A. Thorpe has nominated insert name of appointee after appointment to the Board of Administrative Appeals for the Alternate Board Member vacancy, two-year term, expiring December 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the Mayor's appointment of insert name of appointee after appointment to serve on the Board of Administrative Appeals, for the Alternate Board Member vacancy, two-year term, expiring December 2025.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

OCT 10 2023



RECEIVED

Community Service Application for:  
**BOARD OF ADMINISTRATIVE APPEALS**

One (1) Vacancy, expiring March 2024

One (1) Vacancy, expiring March 2026

One (1) Alt. Vacancy, 2-year term, expiring March 2025

**Deadline Date: By 5:00 p.m., September 29, 2023**

\*Required field

APPLICANT INFORMATION		
Youth 14-17		
*Full Name: Jacquelyn Higgins	Main Phone: [REDACTED]	Alternate Phone: ( )
*Residence Address: C Street Antioch, CA	E-mail Address: [REDACTED]	
Employer/School: Retired	Occupation:	Resident since: 2000

**\*PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)**

*Full Name:	Main Phone: ( )	Alternate Phone: ( )
*Residence Address: Antioch, CA	E-mail Address:	

**\*QUESTIONNAIRE**

Please answer the questions below on a separate sheet(s) and attach. Applications without these questions answered will not be considered. Please attach your resume (recommended to enhance your application).

1. List (3) main reasons for your interest in joining the Boards of Administrative Appeals.
2. What skills/experience do you have that would be helpful in serving on this Board?
3. Please provide details of any previous community service performed within the City of Antioch.
4. Please add any other information/comments that would be helpful in reviewing your application.

**\*ACKNOWLEDGEMENTS**

My signature below indicates my understanding and acknowledgement that:

- ☒ \*This completed application is available for public review (youth applications are exempt).
- ☒ \*I have read and agree to the requirements listed on the Vacancy Announcement.
- ☒ \*To the best of my ability, I will attend the Board of Administrative Appeals regular meetings every 1<sup>st</sup> Thursday of the Month, at 3:00 p.m.

Please return completed application by:

- Mail to: Office of the City Clerk  
P.O. Box 5007, Antioch CA 94531
- In Person: Antioch City Hall-Clerk's Office  
200 H Street, 3<sup>rd</sup> Floor
- Email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov)

10/10/2023

\*Date

\*Parent/Guardian Signature

\*Date

(An original, signed application with parent/  
guardian signature is required, if a minor)



Jacquelyn Higgins

Street, Antioch, CA 94509

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**OBJECTIVE:** Board of Administrative Appeals membership

**QUALIFICATIONS:** See attached separate sheet

**EDUCATION:**

2006-2008 MLIS, San Jose State University

1989-1990 Bachelors in Sociology, California State University, Hayward

**EMPLOYMENT:**

2018 – 2023

*Librarian, Contra Costa County Library*

Partnered with community-based organizations and community groups to promote library services. Developed innovative programs to build literacy, further education, and foster a love of reading. Promoted our collections and reading through readers advisory, recommendation lists, author talks, book discussions, and other innovative methods. Fostered digital literacy and provided age-appropriate technology instruction. Developed collections and the space itself, ensuring a safe and inviting area.

2002 – 2018

*Clerk, Contra Costa County Library*

Worked at the circulation desk, including checking books in/out, issuing library cards, and calculating and collecting fines; recorded supplies needed/received; sorted/filed correspondence, work orders, inter-office memoranda and a wide variety of other documents; answered telephones and took and relayed messages; gave out information over the telephone and made appointments; deposited and reconciled daily cash collections.

2001 – 2002

*Library Aide, Contra Costa County Library*

Sorted and returned books, periodicals and other library materials to proper place on shelves; packed book bags; straightened and corrected the order of books on shelves; accepted returned books; and charged out books.

1990-2001

*Reproductive Health Specialist, Planned Parenthood Golden Gate*

Worked as member of health care team in prenatal, family planning, and abortion clinics as medical assistant and HIV/STD health educator; served as receptionist; booked appointments; provided appropriate referrals.

**Board of Administrative Appeals application questions:**

1. List (3) main reasons for your interest in joining the Boards of Administrative Appeals.

- Mayor Thorpe suggested I would be a good candidate.
- I'd like to serve the City of Antioch.
- I'm interested in learning more about civic policies.

2. What skills/experience do you have that would be helpful in serving on this Board?

- I'm familiar with the Antioch Municipal Code.
- I am an excellent researcher.
- I have experience working in a government organization.

3. Please provide details of any previous community service performed within the City of Antioch.

- I participated in citywide cleanups

4. Please add any other information/comments that would be helpful in reviewing your application.

- I have been active in our community for over 20 years.
- As a retired librarian, I have assisted many citizens with questions about our city, it's code, and other issues.
- I have a gift for getting along with others (even those with whom I disagree).



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 12, 2023

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director *AEC*

**SUBJECT:** Resolution for an Exception to the 180-Day Wait Period for Post-Retirement Employment

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution for an exception to the 180-day wait period for post-retirement employment regarding a police dispatcher position with the Police Department.

### **FISCAL IMPACT**

Lead Police Dispatcher Jeannie Girard retired in October of 2023. As a retired annuitant, Ms. Girard can work up to a maximum of 960 hours in a fiscal year. Ms. Girard will receive an hourly salary but will not be receiving other benefits as a retired annuitant. Pursuant to State law, as a PERS annuitant, she cannot be paid an hourly rate less than the minimum or more than the maximum monthly base salary paid for the police dispatcher position, divided by 173.333 hours per month. The salary cost would be covered by current dispatch vacancy savings in the Police Department's General Fund budget.

### **DISCUSSION**

Lead Dispatcher Jeannine Girard retired from the Antioch Police Department in October of 2023. The Antioch Police Dispatch Center is already at low staffing levels and has 2 dispatch trainees that are not near the end of their training. The training process for a dispatcher is currently between 6-12 months. The Antioch Police Department Dispatch Center answers approximately 70,000 911 calls for the City of Antioch a year, as well as a 7-digit emergency lines, non-emergency lines, emergency calls to Public Works and Antioch Control. The training process is extensive and takes time even when a lateral dispatcher from another agency applies. Allowing Jeannine Girard would be a partial solution to an already depleted center. Ms. Girard can train new dispatchers and is fully capable of performing the duties of a dispatcher without any training. The dispatch center is working below minimum staffing levels and Ms. Girard would be able to cover some of the shortages.

Police dispatchers performs a variety of duties involved in receiving, evaluating, prioritizing, and relaying 9-1-1, emergency, and non-emergency calls for service as well as Antioch Animal Control; inputs calls into CAD (computer aided dispatch); dispatches appropriate units and coordinates response of emergency personnel; operates a variety of telecommunications equipment including radio, telephone, and computer aided dispatch systems; and performs a wide variety of specialized clerical duties involved in the preparation, maintenance, and release of materials related to law enforcement activities.

Below are a few duties that will be performed by a retired annuitant which complies with the CalPERS requirements (Government Code section 21221 (h)) until the position of Police Dispatcher is permanently filled and no vacancy exist:

- Receive, classify, and prioritize all incoming calls to the dispatch center including 9-1-1 calls, emergency, and non-emergency calls received from citizens and allied agencies requesting service or information; operate a variety of public safety communications equipment including 9-1-1 emergency telephone equipment, computer aided dispatch systems, and multi-channel radio system.
- Evaluate response necessary as dictated by a given request for service; determine nature, location, and priority of calls; operate computer aided dispatch system to create calls for service within response criteria guidelines; assign and dispatch personnel in accordance with policies and procedures; transfer calls to other appropriate agency in accordance with established procedures; obtain and dispatch other support services as necessary.
- Maintain contact with all units on assignment; maintain status and location of field units; monitor multiple radio frequencies; relay emergency and non-emergency information to public safety personnel in the field.
- Determine if calls can be dispatched to the Angelo Quinto Crisis Response Team (AQCRT) and dispatch personnel to those calls.
- Retrieve information from local, state, and national computer networks regarding wanted persons, stolen property, vehicle registration, stolen vehicles, restraining orders, criminal histories, parolees, and other related information; relay information to officers in the field.
- Operate computer terminals to enter, modify, and retrieve data such as stolen and recovered property, towed and stolen vehicles, missing and unidentified persons, citations, field interviews, driver license and vehicle registration information, and warrants on wanted persons; compose and transmit messages to other agencies.
- Enter and remove data and information from various local, statewide, and national law enforcement computer systems including the Records Management System (RMS), Criminal Justice Information System (CJIS), and National Crime Information Center (NCIC); provide support to officers by gathering information from various computer systems including DMV, CLETS, and the County's system.

- Notify and dispatch Antioch Public Works staff, and Antioch Animal Control Officers for after-hours call outs.
- Monitor the County Warning Systems Computer (CWS).
- Implement Amber Alerts and Code 666's.
- Monitor the security cameras and security doors inside and surrounding the Antioch Police Department.

### **ATTACHMENTS**

#### **A. Resolution**

Exhibit 1 to Resolution – Employment Agreement

**RESOLUTION NO. 2023/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
FOR EXCEPTION TO THE 180-DAY WAIT PERIOD FOR POST-RETIREMENT  
EMPLOYMENT (GOVERNMENT CODE SECTIONS 7522.56 & 21221(h))**

**WHEREAS**, in accordance with Government Code section 7522.56 the City Council of the City of Antioch must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date;

**WHEREAS**, Jeannine Girard retired from the City of Antioch in the position of Lead Police Dispatcher, effective October 22, 2023;

**WHEREAS**, Government Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is April 23, 2024, without this certification resolution;

**WHEREAS**, Government Code section 7522.26 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive;

**WHEREAS**, the City Council, the City of Antioch and Jeaninne Girard certify that Jeaninne Girard has not and will not receive a Golden Handshake or any other retirement-related incentive;

**WHEREAS**, the City Council of the City of Antioch hereby appoints Jeaninne Girard as an interim appointment retired annuitant to the vacant position of Police Dispatcher for the City of Antioch under Government Code section 21221(h), effective December 13, 2023;

**WHEREAS**, an appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement;

**WHEREAS**, the current status of the recruitment is the recruitment for Police Dispatcher was opened and we are currently going through the recruitment process;

**WHEREAS**, the entire employment agreement, contract or appointment document between Jeaninne Girard with the City of Antioch has been reviewed by this body and is attached herein;

**WHEREAS**, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar;

**WHEREAS**, the employment shall be limited to 960 hours per fiscal year;

**WHEREAS**, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate;

**RESOLUTION NO. 2023/\*\***

December 12, 2023

Page 2

**WHEREAS**, the maximum base salary for this position is \$8,367 per month and the hourly equivalent is \$48.27, and the minimum base salary for this position is \$6,557 per month and the hourly equivalent is \$37.83;

**WHEREAS**, the hourly rate paid to Jeaninne Girard will be \$48.27; and

**WHEREAS**, Jeaninne Girard has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

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

**Section 1.** The City Council hereby certifies the nature of the appointment of Jeaninne Girard as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of Police Dispatcher for the City of Antioch by December 13, 2023 because the Lead Police Dispatcher retired on October 22, 2023, the City is actively recruiting for a permanent appointment to fill the vacancy, the City needs Police Dispatchers with certification, experience, and skillset, and the City cannot temporarily appoint any employee as Police Dispatcher without impairing City operations.

**Section 2.** The City Clerk shall certify to the adoption of this resolution.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



**EMPLOYMENT AGREEMENT  
FOR PART-TIME EMPLOYMENT WITH  
CITY OF ANTIOCH**

This Employment Agreement ("AGREEMENT") is made and entered into by and between the CITY OF ANTIOCH, California ("CITY"), and Jeannine GIRARD ("GIRARD"), an individual, on the following terms and conditions:

**RECITALS**

- A. CITY is in need of an individual with the knowledge, skills and abilities to work part-time performing Police Dispatcher duties while the City engages in recruitment to fill the position of Police Dispatcher;
- B. GIRARD, by virtue of having previously served as a Lead Police Dispatcher with the Antioch Police Department, she is uniquely qualified and has the requisite certifications, specialized skills, training and experience to serve part-time and train future Police Dispatchers;
- C. CITY desires to employ the specialized services of GIRARD on a part-time basis for CITY in consideration of and subject to the terms, conditions, and benefits set forth in the AGREEMENT;
- D. GIRARD desires to accept part-time employment performing duties as a Police Dispatcher in consideration of and subject to the terms, conditions, and benefits set forth in this AGREEMENT;
- E. GIRARD represents that she is a retired annuitant of the California Public Employees' Retirement System ("CalPERS") within the meaning of the Government Code 21221 (h) as of the October 22, 2023. GIRARD acknowledges that she is restricted to working no more than a combined 960 hours for CITY, a state agency, or other CalPERS contracting agencies (collectively "CalPERS Agencies") per fiscal year. GIRARD represents that she has not received any unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement, that she has not received a retirement incentive upon retirement within the meaning of Government Code 7522.26(g), and that she has attained normal retirement age within the meaning of Government Code 21220.5; and
- F. CITY has determined that the appointment of GIRARD by no later than December 13, 2023 is necessary to fill a critically needed position and will submit to CalPERS a resolution of such certification.

## OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and promises and conditions herein, CITY and GIRARD mutually agree as follows:

### **1. Position and Duties.**

1.1       **Position.** GIRARD accepts part-time employment with the CITY to perform the duties of Administrative Analyst III and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this AGREEMENT.

1.2       **Term.** This AGREEMENT commences and is effective on December 13, 2023 ("COMMENCEMENT DATE") upon execution by both GIRARD and the City Manager. Subject to the provisions set forth in Section 3 [Termination], GIRARD shall be employed in a part-time capacity in the position of Police Dispatcher for a term commencing on the COMMENCEMENT DATE. This AGREEMENT shall expire as of the first of the following to occur: (i) 5:00pm on October 23, 2024; (ii) upon GIRARD working her 960 hours for the CITY in any fiscal year, including hours worked for other CalPERS Agencies during such fiscal year; or (iii) upon termination of the AGREEMENT by either GIRARD or CITY as provided in Section 3 [Termination] of this AGREEMENT.

1.3       **At-Will.** GIRARD acknowledges that she is an at-will employee of the CITY who shall serve at the pleasure of the City at all times during the period of her service hereunder and that her employment may be terminated at any time for any reason or no reason with or without cause as provided in Section 3 [Termination] of this AGREEMENT and/or by operation of California or federal law. Nothing in this AGREEMENT is intended to, or does, confer upon GIRARD any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by CITY to terminate her employment, except as is expressly provided in Section 3 [Termination] of this AGREEMENT and/or by operation of California or federal law. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of GIRARD as provided in Section 3 [Termination]. Nothing in the AGREEMENT shall prevent, limit or otherwise interfere with the right of GIRARD to resign at any time from the position with CITY, subject only to the provisions set forth in Section 3 [Termination] of this AGREEMENT. The terms of the CITY's Personnel Rules, policies, procedures, ordinances, resolutions, Municipal Code (collectively "PERSONNEL POLICIES") shall not apply to GIRARD to the extent such PERSONNEL POLICIES conflict with this AGREEMENT.

1.4       **Duties.** GIRARD agrees to perform all Police Dispatcher duties which include, but are not limited to the following duties:

Receive, classify, and prioritize all incoming calls to the dispatch center including 9-1-1 calls, emergency, and non-emergency calls received from citizens and allied agencies requesting service or information; operate a variety of public safety communications equipment including 9-1-1 emergency telephone equipment, computer aided dispatch systems, and multi-channel radio system.

Evaluate response necessary as dictated by a given request for service; determine nature, location, and priority of calls; operate computer aided dispatch system to create calls for service within response criteria guidelines; assign and dispatch personnel in accordance with policies and procedures; transfer calls to other appropriate agency in accordance with established procedures; obtain and dispatch other support services as necessary.

Maintain contact with all units on assignment; maintain status and location of field units; monitor multiple radio frequencies; relay emergency and non-emergency information to public safety personnel in the field.

Determine if calls can be dispatched to the Angelo Quinto Crisis Response Team (AQCRT) and dispatch personnel to those calls.

Retrieve information from local, state, and national computer networks regarding wanted persons, stolen property, vehicle registration, stolen vehicles, restraining orders, criminal histories, parolees, and other related information; relay information to officers in the field.

Operate computer terminals to enter, modify, and retrieve data such as stolen and recovered property, towed and stolen vehicles, missing and unidentified persons, citations, field interviews, driver license and vehicle registration information, and warrants on wanted persons; compose and transmit messages to other agencies.

Enter and remove data and information from various local, statewide, and national law enforcement computer systems including the Records Management System (RMS), Criminal Justice Information System (CJIS), and National Crime Information Center (NCIC); provide support to officers by gathering information from various computer systems including DMV, CLETS, and the County's system.

Notify and dispatch Antioch Public Works staff, and Antioch Animal Control Officers for after-hours call outs.

Monitor the County Warning Systems Computer (CWS).

Implement Amber Alerts and Code 666's.

Monitor the security cameras and security doors inside and surrounding the Antioch Police Department

GIRARD will also perform all other legally permissible and proper duties and functions consistent with the Police Dispatcher position.

- 1.5 **Hours of Work.** GIRARD shall devote the time necessary to adequately perform her duties as Police Dispatcher. The parties anticipate that GIRARD will work approximately 20 – 40 hours per week as needed. Toward that end, GIRARD shall be allowed reasonable flexibility in setting her own work hours, provided the hours meet the City's needs. In no event shall GIRARD be required to work in excess of 960 hours per fiscal year for the CITY as a part-time Police Dispatcher, including hours worked for other CalPERS Agencies during such fiscal years. The part-time position of Police Dispatcher shall be deemed an exempt position under California wage and hour law.

1.6 **Other Activity.** In accordance with Government Code Section 1126, during the period of her employment , GIRARD shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of GIRARDs duties as Police Dispatcher.

1.7 **Vehicle Operation.** GIRARD shall operate any vehicle used in connection with the performance of her duties as Police Dispatcher in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile driver's license during the period of employment.

## 2. Compensation.

2.1 **Rate of Pay.** For all services performed by GIRARD as Police Dispatcher under this AGREEMENT, CITY shall pay GIRARD compensation at the rate of Forty-Eight Dollars and Twenty-Seven Cents (\$48.27) per hour. Such compensation shall be payable according to the scheduled paydays for CITY personnel.

2.1.1 **Compliance with CalPERS requirements.** It is the intent of the parties to compensate GIRARD only to the extent permitted under Government Code 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS and is calculated by taking the monthly base salary paid to the Police Dispatcher as listed on a publicly available pay schedule. GIRARD, under this AGREEMENT, will be compensated the maximum monthly base salary paid to other Police Dispatchers who perform comparable duties, divided by 173.33 equaling an hourly rate of \$48.27. GIRARD, as the prior Police Dispatcher, was also paid benefits, to which GIRARD shall not be entitled under this AGREEMENT.

2.1.2 **Recordation and Reporting of Hours Worked.** GIRARD will comply with all applicable CalPERS rules and regulations governing employment after retirement, including the recordation and reporting of all hours worked for the CITY to CalPERS as may be required. CITY shall cooperate in any such reporting obligation to CalPERS.

2.2 **Benefits.** Pursuant to Government Code 21221(h) and related CalPERS regulations and policy statements, GIRARD shall not receive from CITY any benefits CITY commonly provides to its employees including, without limitation, medical, dental, vision, long term disability, life insurance, deferred compensation, or any paid personal time off such as vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

## 3. Termination.

3.1 **By City.** CITY may terminate GIRARD for any reason, and at any time, with or without cause, during the term of the AGREEMENT, by providing GIRARD with written notice thereof. CITY'S only obligation in the event of such termination will be payment to GIRARD of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination.

- 3.2 **By Employee.** GIRARD may terminate her employment for any reason, and at any time, with or without cause, during the term of the AGREEMENT, by providing the City Manager (30) days advance written notice. CITY shall have the option, in its complete discretion, to make GIRARD's termination effective at any time prior to the end of such period, provided CITY pay GIRARD all compensation as set forth in Section 2.1 [Rate of Pay] due and owing her through the last day actually worked. GIRARD shall not be entitled to any severance under the AGREEMENT. It is understood and agreed that any notice of termination should be given as soon as practicable and in the best interest of the CITY.
- 3.3 **No Notice for Expiration.** Nothing in Section 3 [Termination] shall be construed to require either GIRARD or the CITY to give advance written notice in order for the AGREEMENT to expire as set for in Section 1.2 [Term].
- 3.4 **Effect of Criminal Charges or Conviction on Termination.** If GIRARD is charged with a crime involving an abuse of her position, as defined in Government Code section 53243.4, she will be immediately terminated from her position. Upon any conviction of a covered felony under Government Code section 7522.72 or 7522.74, GIRARD will forfeit any and all benefits in accordance with those sections.
- 3.5 **Benefits Upon Termination.** All benefits to which GIRARD is entitled under this AGREEMENT shall cease upon the termination of GIRARD's employment, unless expressly continued either under this AGREEMENT, under any specific written policy or benefit plan applicable to GIRARD, or unless otherwise required by law.
- 3.6 **Termination Obligations.** GIRARD agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by her incident to her employment belongs to CITY and shall be returned promptly to CITY upon termination of her employment and the expiration of this AGREEMENT.

#### **4. Proprietary Information.**

"Proprietary Information" is all non-public information pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, confidential financial data and formulae, attorney client-privileged information, confidential licensing information, software and other computer programs, copyrightable material, and other information exempt from production under the California Public Records Act and or the Federal Freedom of Information Act. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During her employment with the CITY, GIRARD shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this AGREEMENT. Following termination, GIRARD shall not use any Proprietary information and shall not disclose any Confidential Information, except with the express written consent of CITY. GIRARD's obligations under this Section shall survive the termination of her employment and the expiration of this AGREEMENT. A disclosure of Proprietary Information or Confidential Information by GIRARD in response to an order by a court of competent jurisdiction or in response to a subpoena by a Grand

Jury or any state, federal or local law enforcement agency shall not be deemed a breach of this AGREEMENT.

**5. Conflict of Interest.**

GIRARD represents and warrants to CITY that to the best of her knowledge, she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her services under this AGREEMENT.

**6. General Provisions.**

6.1 **Recitals.** The recitals, inclusive of all facts and representation, are incorporated into this AGREEMENT as if set forth in the Operative Provisions.

6.2 **Notices.** All notices, requests, demands, and other communications under this AGREEMENT shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and/or to the last known address maintained in GIRARD's personnel file. GIRARD agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

**CITY's Notice Address:**

City of Antioch,  
City Hall, Attn: City Manager  
Third and "H" Street  
Antioch, CA 94531 – 5007

**GIRARD'S Notice Address:** [Deliver to last updated address in personnel file].

6.3 **Indemnification.** In accordance with and to the extent provided by the California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Section 995-996.5, CITY shall defend and indemnify GIRARD against and for all losses sustained by GIRARD in direct consequences of the discharge of GIRARD's duties on the CITY's behalf for the period of GIRARD's employment under this AGREEMENT. CITY hereby guarantees the performance of this indemnity obligation by the CITY-related legal entity and shall indemnify and hold GIRARD harmless against any failure or refusal by such CITY-related legal entity to perform its obligations under this Section. CITY, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against GIRARD, while acting within the scope of GIRARD's duties, from all claims, losses and liabilities arising out of or incident to activities or operation performed by or on behalf of CITY or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by GIRARD.

6.4 **Merger, Integration and Modification.** This AGREEMENT is intended to be the final, complete, and exclusive statement of the terms of GIRARD's employment by CITY under this AGREEMENT. This AGREEMENT supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or

implied, pertaining in any manner to the employment of GIRARD, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to GIRARD and are inconsistent with the terms of this AGREEMENT, the provisions of this AGREEMENT shall control. This AGREEMENT may be modified only in a writing approved by the City Council and signed by all the parties.

- 6.5 **Waiver.** Either party's failure to exercise any right under this AGREEMENT shall not constitute a waiver of such right. Waiver by any party hereto of any term, condition, or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition, or covenant hereof.
- 6.6 **Assignment.** Neither this AGREEMENT, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.
- 6.7 **Severability.** In the event any portion of this AGREEMENT is declared void, such portion shall be severed from this AGREEMENT and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this AGREEMENT or the obligations of the parties, in which case this AGREEMENT shall be immediately terminated.
- 6.8 **Attorney's Fees.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 6.9 **Governing Law.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, and any action in connection with or arising out of this AGREEMENT or any dispute between the parties shall be commenced and maintained in the Superior Court of the State of California for the County of Contra Costa or the United States District Court for the Central District of California.
- 6.10 **Interpretation.** This AGREEMENT shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this AGREEMENT shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this AGREEMENT. Captions are used for reference purposes only and should be ignored in the interpretation of the AGREEMENT. This AGREEMENT may be altered, amended, or modified only by an instrument in writing, executed by the parties to this AGREEMENT and by no other means. Each party waives their future right to claim, contest or assert that this AGREEMENT was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.
- 6.11 **Binding Effect.** The rights and obligations of this AGREEMENT shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This AGREEMENT may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.



6.12 **Further Assurances.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this AGREEMENT and the intent of the parties to this AGREEMENT.

6.13 **Acknowledgement.** GIRARD acknowledges that she has had the opportunity to consult legal counsel in regard to this AGREEMENT, that she has read and understands this AGREEMENT, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this AGREEMENT.

**IN WITNESS WHEREOF,** CITY has caused this AGREEMENT to be signed and executed on its behalf by its City Manager and duly attested to by its City Clerk, and GIRARD has signed and executed this AGREEMENT.

**DATE:** \_\_\_\_\_

**CITY:**

\_\_\_\_\_  
Kwame P. Reed, Acting City Manager

**DATE:** \_\_\_\_\_

**GIRARD:**

\_\_\_\_\_  
Jeannine Girard

**ATTEST**

**APPROVED AS TO FORM:**

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

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 12, 2023

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

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

**SUBJECT:** Selection of Mayor Pro Tempore

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### **RECOMMENDED ACTION**

It is recommended that the City Council select the mayor pro tempore.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **DISCUSSION**

Government Code § 36802 states that the mayor shall preside at the meetings of the City Council. If the mayor is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act. The mayor pro tempore has all of the powers and duties of the mayor.

Antioch Municipal Code § 2-1.403 states that the mayor pro tempore shall have all the duties and responsibilities specified in the California Government Code. Pursuant to California Government Code § 36802, the mayor pro tempore serves in the absence of the mayor or if he is unable to act until the mayor returns or is able to act. During such time, the mayor pro tempore has all of the powers and duties of the mayor. However, pursuant to California Government Code § 34902, in the case of a vacancy in the office of the mayor for any reason, the City Council shall fill the vacancy by appointment, or by calling an election as specified in that provision. (AMC § 2-1.403)

On June 23, 2020, the City Council adopted an ordinance amending Sections 1.401 and 1.402 of Title 2 of the Antioch Municipal Code revising the selection process and term of office for mayor pro tempore ("Ordinance"). The selection process under the ordinance reads as follows:

#### **§ 2-1.401 SELECTION.**

(A) At the first City Council meeting following each general municipal election, or at the first City Council meeting of December during every odd year commencing

in 2021, the City Council shall designate one of its members to be mayor pro tempore.

(B) The City Council shall select the mayor pro tempore as follows:

(1) The council member who has not previously served as mayor pro tempore shall be selected. If more than one council member has not previously served as mayor pro tempore, the City Council shall select the member who received the highest percentage of votes from his or her district in the most recent general municipal election at which the council member was elected. If the selected council member declines, the City Council shall select the next council member who has not previously served and has the next highest percentage of votes from his or her district.

(2) If all council members have previously served as mayor pro tempore, or if the council members eligible in accordance with subsection (B)(1) decline, the City Council shall select the council member who received the highest percentage of votes in his or her district in the most recent general municipal election at which the council member was elected. If the selected council member declines, or if the council member would serve two consecutive years if chosen, the City Council shall select the member with the next highest percentage of votes from his or her district in the most recent general municipal election at which the council member was elected.

The following council members have previously served as mayor pro tempore:

- Lori Ogorchock (appointed December 9, 2014)
- Lamar Thorpe (appointed December 8, 2016)
- Monica E. Wilson (appointed December 8, 2020)
- Michael Barbanica (appointed December 14, 2021)
- Tamisha Torres-Walker (appointed December 13, 2022)

Pursuant to Antioch Municipal Code § 2-1.401(B)(2), if all council members previously served as mayor pro tempore, the City Council shall select the council member who received the highest percentage of votes in his or her district in the most recent general municipal election at which the council member was elected. Attachment A to this staff report contains the November 8, 2022 City of Antioch City Council election results. Monica E. Wilson received the highest percentage of votes in her district in the most recent general municipal election at which the council members were elected ("Attachment A").

## **ATTACHMENTS**

A. City Clerk's Certificate of the Election Results for the City of Antioch

**CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE  
CITY OF ANTIOCH**

**NOVEMBER 8, 2022 GENERAL ELECTION**

State of California                    )  
  ) ss.  
County of Contra Costa            )

I, DEBORAH COOPER, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **CITY OF ANTIOCH** in said county at the General Election held on November 8, 2022 for said city candidates submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true, and correct.

WITNESS my hand and official seal this 2nd day of December, 2022.



DEBORAH COOPER, County Clerk

By: Rosa Mena  
Rosa Mena, Deputy Clerk

## CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 1 (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		8	4,039	574	4,621 / 12,437	37.16%
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
TAMISHA TORRES-WALKER		2	1,306	159	1,467	34.36%
JOY MOTTS		3	1,277	184	1,464	34.29%
DIANE GIBSON-GRAY		2	1,162	175	1,339	31.36%
Total Votes		7	3,745	518	4,270	

## CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 4 (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		14	6,946	760	7,720 / 17,032	45.33%
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
MONICA E WILSON		4	2,386	229	2,619	36.60%
LORI OGORCHOCK		4	1,804	187	1,995	27.88%
SHAWN PICKETT		3	1,179	142	1,324	18.50%
SANDRA G. WHITE		1	1,074	143	1,218	17.02%
Total Votes		12	6,443	701	7,156	