



## **ANNOTATED AGENDA**

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

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

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**Date: Tuesday, November 12, 2024**

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

**Ellie Householder**, City Clerk  
**Lauren Posada**, City Treasurer  
**Bessie Marie Scott**, 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 1 Torres-Walker, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and Mayor Hernandez-Thorpe [Council Member District 2 Barbanica – Absent]***

### PLEDGE OF ALLEGIANCE

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

### CLOSED SESSION:

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –**  
pursuant to California Government Code section 54956.9: Trent Allen, et al.  
v. City of Antioch, United States District Court Northern District of California  
Case No. 3:23-cv-01895-TSH.

***City Council voted to approve a settlement of the following plaintiffs' claims in the case:***

<i>i.</i>	<b><i>Tahjay McCullough:</i></b>	<b><i>\$100,000.00</i></b>
<i>ii.</i>	<b><i>Daunte Gellington:</i></b>	<b><i>\$95,000.00</i></b>
<i>iii.</i>	<b><i>Dejon Richards:</i></b>	<b><i>\$80,000.00</i></b>
<i>iv.</i>	<b><i>Kaycee Suitter:</i></b>	<b><i>\$50,000.00</i></b>
<i>v.</i>	<b><i>Amadeo Garcia Jr:</i></b>	<b><i>\$20,000.00</i></b>

***Approved as follows:***

***Mayor Hernandez-Thorpe, Mayor Pro Tem Wilson, Council Member Ogorchock – Yes***  
***Council Member Torres-Walker – Abstained***  
***[Council Member Barbanica – Absent]***

**City Council voted to approve a settlement of the following plaintiffs' claim in the case:**

**Robert Young: \$2,000.00**

**Approved as follows:**

**Mayor Hernandez-Thorpe, Mayor Pro Tem Wilson, Council Member Ogorchock – Yes  
Council Member Torres-Walker – Abstained  
[Council Member Barbanica – Absent]**

- 2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –**  
pursuant to California Government Code section 54956.9: Juan Laspada, et al. v. City of Antioch, United States District Court Northern District of California Case No. 3:23-cv-01955-JSC.

**City Council voted to settle case in the amount of \$29,000,  
Approved 4/0**

**6:03 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION**

**7:01 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Successor Agency to the Antioch Development Agency – **Council Members District 1 Torres-Walker, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and Mayor Hernandez-Thorpe [Council Member District 2 Barbanica – Absent]****

**OPENED MEETING AND MOMENT OF SILENCE IN MEMORY OF BARBARA SOBALVARRO**

**PLEDGE OF ALLEGIANCE**

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

**COUNCIL REGULAR AGENDA – Continued from October 22, 2024, Council Meeting**

- 1. CITY COUNCIL REQUESTED DISCUSSION ITEM – POTENTIAL UPGRADES TO ANTIOCH AMTRAK STATION**

***Postponed to a future date, 4/0***

**Recommended Action:** It is recommended that the City Council discuss and provide direction to City staff.

## **COUNCIL REGULAR AGENDA – Continued from October 22, 2024, Council Meeting**

### **2. RESPONSE TO GRAND JURY REPORT NO. 2405, “CHALLENGES FACING THE CITY OF ANTIOCH” ADDENDUM**

***Postponed to the next meeting, 4/0***

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

- 1) Approving an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024 in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: “Challenges Facing the City of Antioch” Addendum; and
- 2) Authorizing the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

### **3. PROCLAMATION**

- Homeless Awareness Month, November 2024

***Approved, 4/0***

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

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

- BICYCLE GARDEN AT PREWETT PARK – November 16, 2024  
Community Design Workshop – Antioch Senior Center  
415 W. 2<sup>nd</sup> Street, Antioch, CA

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

- CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD
- ANTIOCH POLICE OVERSIGHT COMMISSION

**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

6. **PRESENTATIONS** – *State of the Contra Costa Community College District  
Presented by Chancellor Mojdeh Mehdizadeh*
- *Contra Costa Mosquito and Vector Control District Update  
Presented by Public Information & Technology Officer Andrew Pierce*
7. **CONSENT CALENDAR for City /City Council Members acting as Successor Agency  
to the Antioch Development Agency**
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 22, 2024  
*Approved, 4/0*  
Recommended Action: It is recommended that the City Council approve the Meeting Minutes.
- B. APPROVAL OF COUNCIL WARRANTS  
*Approved, 4/0*  
Recommended Action: It is recommended that the City Council approve the warrants.
- C. APPROVAL OF SUCCESSOR AGENCY WARRANTS  
*Approved, 4/0*  
Recommended Action: It is recommended that the City Council approve the warrants.
- D. REJECTION OF CLAIM: MONIE RENEE ELLIS  
*Rejected, 4/0*  
Recommended Action: It is recommended that the City Council reject the claim submitted by Monie Renee Ellis.
- E. RATIFICATION OF THE FIRST AMENDMENT TO THE TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT WITH CROWN CASTLE FIBER LLC  
*Reso No. 2024/155 adopted, 4/0*  
Recommended Action: It is recommended that the City Council adopt a resolution ratifying the First Amendment to the Telecommunication Network License and Encroachment Agreement with Crown Castle Fiber LLC.

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

- F.** FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH STAR CONSTRUCTION, INC. IN THE AMOUNT OF \$100,000 FOR THE CONTRA LOMA ESTATES PARK RENOVATION PROJECT (P.W. 298-P3)

***Reso No. 2024/156 adopted, 4/0***

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

- 1) Approving an amendment increasing the Fiscal Year 2024/25 Capital Improvement and Operating Budget in the amount of \$200,000 from the Park-in-Lieu fund for a total project budget of \$2,972,809;
- 2) Approving a first amendment to the construction agreement with Star Construction Inc. for the Contra Loma Estates Park Renovation Project in the amount of \$100,000, from \$2,499,900 to a total contract amount of \$2,599,900; and
- 3) Authorizing the City Manager to execute the first amendment to the Construction Agreement, in a form approved by the City Attorney.

- G.** AUTHORIZATION FOR CITY MANAGER TO NEGOTIATE WITH CONTRA COSTA ANIMAL SERVICES TO PROVIDE DISPATCH AND REPORT WRITING PLATFORM SERVICES

***Approved, 4/0***

Recommended Action: It is recommended that the City Council authorize the City Manager to negotiate with the Contra Costa Animal Services Department for the Antioch Police Department to provide dispatch and report writing platform services.

## **PUBLIC HEARING**

8. ADOPT THE RESOLUTION APPROVING WATER RATES PROPOSED IN THE WATER RATE STUDY LISTED IN THE PROP 218 NOTICE PUBLIC HEARING (P.W. 362-9)

***Motioned failed, 2/1/1 (Wilson and Ogorchock-YES)  
(Hernandez-Thorpe-NO) (Torres-Walker-Abstained)***

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

- 1) Adopting the findings and the *Water Utility Cash Flow Evaluation and Rates Study* from Pavletic Consulting LLC dated August 2024;
- 2) Approving the Water Rate Schedule effective January 1, 2025; and
- 3) Amending the Master Fee Schedule to include the updated water rates.

9. DOWNTOWN SPECIFIC PLAN UPDATE (LA2024-0004)

***Reso No. 2024/157 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution to adopt text amendments to the City of Antioch's Downtown Specific Plan ("DTSP") to enable missing middle housing, correct mistakes, and provide more clarity in certain sections.

## **COUNCIL REGULAR AGENDA**

10. RESOLUTIONS APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING TO THE 2024/25 FISCAL YEAR BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2024/25 FISCAL YEAR BUDGET

Recommended Action: It is recommended that the City Council adopt the following resolutions:

***Reso No. 2024/158 adopted, 4/0***

- 1) Resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2024/25 fiscal year budget and approving other amendments to the 2024/25 fiscal year budget.

***Reso No. 2024/159 adopted approving amendments to the 2024/25 Fiscal Year Budget for items considered at the Nov. 12, 2024, Council Meeting, 4/0***

- 2) Resolution of the City Council of the City of Antioch approving amendments to the **2023/24 and 2024/25 fiscal year budgets** for items considered at the meeting of November 12, 2024.

## **COUNCIL REGULAR AGENDA – Continued**

**11. VIOLENCE REDUCTION INITIATIVE – OVERTIME INCREASE FOR CERTAIN CURRENT ANTIOCH POLICE DEPARTMENT EMPLOYEES**

***Reso No. 2024/160 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Chief of Police to pay double the standard hourly wage (“double-time”) to Antioch Police Department Sergeants, Corporals, Officers, Community Service Officers, and Dispatch personnel for working extra shifts in designated areas of the City to reduce violence.

**12. RESOLUTION ACCEPTING A DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF HOUSING POLICY DEVELOPMENT (HCD) ENCAMPMENT RESOLUTION FUNDING (ERF) AWARD OF \$6,812,686**

***Reso No. 2024/161 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution accepting the Department of Housing and Community Development Division of Housing Policy Development (HCD) Encampment Resolution Funding (ERF) award for the application under ERF Round 3R, Window 2, in the amount of \$6,812,686.

**13. RESOLUTION RESCINDING RESOLUTION NO. 2022/167 “RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE CITY CLERK’S REQUEST FOR THE CITY ATTORNEY TO PROVIDE MANAGERIAL OVERSIGHT OF THE CITY CLERK’S DEPARTMENT IN COOPERATION WITH THE CITY CLERK”**

***Reso No. 2024/162 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution rescinding Resolution No. 2022/167, “Resolution of the City Council of the City of Antioch Approving the City Clerk’s Request for the City Attorney to Provide Managerial Oversight of the City Clerk’s Department in Cooperation with the City Clerk”.

**14. BAKERY ANTIOCH I, LLC.: REVIEW AND POSSIBLE ADOPTION OF RESOLUTION APPROVING PROPOSED CHANGE IN OWNERSHIP**

***Reso No. 2024/163 adopted, 3/1-(Ogorchock-NO)***

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

- 1) Approving Bakery Antioch I, LLC. dba Flame’s change of ownership and
- 2) Authorizing the City Manager to sign an amended operating agreement, in a form approved by the City Attorney, to incorporate Bakery Antioch I, LLC’s change of ownership.

## **COUNCIL REGULAR AGENDA – Continued**

15. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON POTENTIAL TO LEASE VACANT LOT AT SYCAMORE DRIVE AND L STREET

***Direction provided to staff to research potential for community garden for vacant lot***

Recommended Action: It is recommended that the City Council discuss and provide direction to City staff.

16. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON POTENTIAL TO LEASE VACANT RETAIL SPACE AT SYCAMORE SQUARE FOR APD SUBSTATION

***Direction provided to staff to meet with property owner to discuss short- and long-term options***

Recommended Action: It is recommended that the City Council discuss and provide direction to City staff.

## **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 11:23 p.m., 4/0***



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** City Council Requested Discussion Item – Potential Upgrades to Antioch Amtrak Station

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### **RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to City staff.

### **FISCAL IMPACT**

The fiscal impact is unknown at this time until direction on this item is provided.

### **DISCUSSION**

The Antioch-Pittsburg San Joaquins Passenger Stop began providing service in its current form to the east Contra Costa County region in Antioch on October 28, 1994. The Stop is served by the San Joaquins line that operates passenger rail service between Oakland and Bakersfield.

On March 24, 2023, the SJJPA voted to decommission the Antioch-Pittsburg San Joaquins Passenger Stop (Amtrak Station). The decision to decommission the Amtrak Station did not have a comprehensive community engagement process nor an analysis concerning the impacts of their decision. The decommissioning of the Amtrak Station will have an immediate negative impact on the local disadvantaged community which include low-income people of color, seniors, veterans, and small businesses that rely on the station. Since that time there have been various meetings and discussions held by City officials and community members regarding next steps as it relates to the possible decommissioning of this stop.

On July 23, 2024, the Council adopted Resolution No. 2024/107 opposing the closure. The Mayor will provide updates regarding recent conversations he has had related to upgrades to the Amtrak Station.

### **ATTACHMENTS**


None



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Response to Grand Jury Report No. 2405,  
"Challenges Facing the City of Antioch" Addendum

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. approving an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024 in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: "Challenges Facing the City of Antioch" Addendum (Exhibit 4) and
2. authorizing the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

### **FISCAL IMPACT**

Responding to the Grand Jury report required staff time. Fiscal impacts of implementing the recommendations in the report are not yet identified.

### **DISCUSSION**

In June 2024, the City of Antioch received the attached Grand Jury report entitled, "Challenges Facing the City of Antioch" (Exhibit 1). On September 10, 2024, the City Council discussed and approved the attached response, by Resolution 2024/124, to the Grand Jury Report 2405 that was subsequently submitted to the Grand Jury (Exhibit 2).

On October 7, 2024, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information be provided for noncompliant responses to Findings 6 and 13, and Recommendations 1 through 5 (Exhibit 3). Staff is requesting City Council provide additional information to clarify the original responses provided at the September 10<sup>th</sup> City Council meeting.

Per Section 933.05 of the California Penal Code, the City's responses to the following were noncompliant and require additional explanation:

**F6.** *The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).*

(Original) Response      *The City disagrees with this finding.*

**F13.** *Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.*

(Original) Response      *The City disagrees with this finding.*

**R1.** *The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.*

(Original) Response      *The City agrees with this recommendation.*

**R2.** *The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.*

(Original) Response      *The City agrees with this recommendation.*

**R3.** *The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.*

(Original) Response      *The City agrees with this recommendation.*

**R4.** *By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.*

(Original) Response      *The City agrees with this recommendation.*

**R5.** *By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.*

*(Original) Response          The City agrees with this recommendation.*

## **ATTACHMENTS**

### **A. Resolution**

Exhibit 1 Grand Jury Report 2405 – Challenges Facing the City of Antioch

Exhibit 2 Original Grand Jury Response - 2405

Exhibit 3 Grand Jury Noncompliant Letter – Request for Additional Findings Information and Grand Jury Noncompliant Letter – Request for Additional Recommendations Information

Exhibit 4 Response Addendum

**ATTACHMENT “A”**

**RESOLUTION NO. 2024-XXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN  
ADDENDUM TO PREVIOUS RESPONSES PROVIDED TO CONTRA COSTA  
COUNTY CIVIL GRAND JURY AND AUTHORIZING THE MAYOR TO SIGN AND  
SUBMIT EXPLANATORY RESPONSES TO GRAND JURY REPORT NO. 2405 -  
CHALLENGES FACING THE CITY OF ANTIOCH**

**WHEREAS**, the City of Antioch received Contra Costa County Civil Grand Jury (Grand Jury) Report No. 2405 – “Challenges Facing the City of Antioch” (Exhibit 1);

**WHEREAS**, a written response to the Grand Jury is required under California Penal Code § 933.05 (b);

**WHEREAS**, on August 27, 2024, the City Council adopted a resolution approving a written response to the Grand Jury report: “Challenges Facing the City of Antioch” and authorized the Mayor to sign it;

**WHEREAS**, on September 11, 2024, the City Council’s response was submitted in writing to the Grand Jury (Exhibit 2);

**WHEREAS**, the City received two letters, both dated October 3, 2024, from the Grand Jury requesting additional information for noncompliant responses to Findings 6 and 13 and Recommendations 1 through 5 (Exhibit 3).

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

1. approves an addendum to specific Findings and Recommendations identified in the Grand Jury Noncompliance letters dated October 3, 2024, in response to the Findings and Recommendations resulting from the 2023-2024 Contra Costa County Civil Grand Jury report of June 12, 2024 entitled: “Challenges Facing the City of Antioch” Response Addendum (Exhibit 4), and
2. authorizes the Mayor to sign and submit it to the Contra Costa County Civil Grand Jury.

\* \* \* \* \*

**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 22<sup>nd</sup> day of October 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

# Grand Jury

EXHIBIT 1

725 Court Street  
P.O. Box 431  
Martinez, CA 94553-0091

# Contra Costa County



June 14, 2024

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



Dear Antioch City Council:

Attached is a copy of Grand Jury Report No. 2405, "Challenges Facing the City of Antioch" by the 2023-2024 Contra Costa County Grand Jury

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency, or department responsible for responding to the report. Please respond to the Findings and Recommendations as they apply to your agency. Please also confirm in writing that the person responding to the report is authorized to do so. As the responding person or person responding on behalf of an entity, please indicate one of the following actions with respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the cases of both (2) and (3) above, please specify the portion of the finding that is disputed, and include an explanation of the reasons therefor.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

The Penal Code also prescribes the obligations of a governing board or elected county official

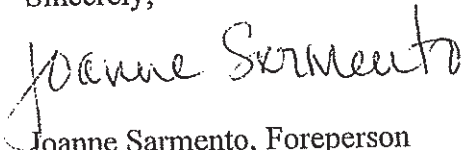
with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to these recommendations and to the supporting findings, as directed in the report.

After reviewing the response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) an electronic copy by e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov). The response must be submitted to the Grand Jury no later than **Monday, September 13, 2024**.

Finally, please note that this report is provided at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read "Joanne Sarmiento". The signature is fluid and cursive, with the first name "Joanne" written in a larger, more prominent script than the last name "Sarmiento".

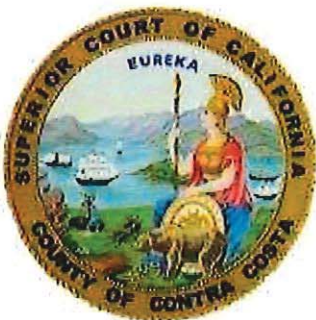
Joanne Sarmiento, Foreperson  
20223-2024 Contra Costa County Civil Grand Jury

Cc: Kwame Reed

# **A Report of The 2023 – 2024 Contra Costa County Civil Grand Jury**

Report 2405  
6/12/2024

## **Challenges Facing the City of Antioch**



**A Report of  
The 2023 – 2024 Contra Costa County  
Civil Grand Jury**

Report 2405  
6/12/2024

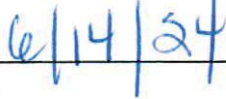
**Challenges Facing the City of Antioch**

APPROVED BY THE GRAND JURY

  
\_\_\_\_\_  
JOANNE SARMENTO

GRAND JURY FOREPERSON

Date

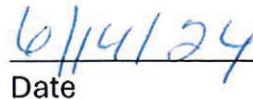
  
\_\_\_\_\_  
6/14/24

ACCEPTED FOR FILING

  
\_\_\_\_\_  
Hon. TERRI MOCKLER

JUDGE OF THE SUPERIOR COURT

Date

  
\_\_\_\_\_  
6/14/24

## SUMMARY

Antioch is a dynamic and diverse city that faces a number of challenges. Among these challenges are:

1. Turnover in city leadership (six permanent or acting City Managers since 2013) which has resulted in an average tenure for Antioch City Managers that is less than half the state average (less than two years vs. 4.5-year average).
2. A city employee vacancy rate that is 4-times the national average (21.6% vs. 5.3%).
3. Possible Brown Act violations by the Mayor and certain City Council members, as outlined in a letter to Antioch's Acting City Manager from the Contra Costa District Attorney (see Appendix A).

An important first step in addressing the challenges facing Antioch will be stabilizing leadership by hiring an experienced and qualified City Manager. The city has hired a Human Resources consulting firm and is in the process of recruiting a City Manager. A new City Manager's success will depend, in part, on the Mayor and City Council creating an environment that while maintaining the oversight required by city ordinances, enables the City Manager to operate with independence, as also mandated by city ordinances. The Mayor and City Council should also perform their functions in compliance with the Brown Act.

This report details the Grand Jury's research and findings related to the challenges facing Antioch. We conclude with our recommendations to help address these challenges.

## BACKGROUND

### Why This Report?

Controversy regarding the Antioch Police Department was receiving wide press attention at the time the Grand Jury was considering topics to investigate during its 2023-2024 term. We concluded that the police force was receiving adequate attention from other investigative bodies, including the Federal Bureau of Investigation and the Contra Costa County District Attorney's Office. However, the Grand Jury learned that the issues surrounding the police force are related to other issues of oversight and management within city government. In particular, we noted the average tenure for Antioch City Managers has been less than half the California state average over the last decade (average City Manager tenure of less than 2 years in Antioch vs. 4.5 years for the state).

Accordingly, the Grand Jury decided to examine the issue of turnover in city leadership. In pursuing this investigation, the Grand Jury learned that in addition to a high level of turnover in the City Manager position, Antioch has a city employee vacancy rate in excess of 20% (the national average for government agencies is 5.3%). Seven of the eleven most senior positions in Antioch city government are currently filled with acting (not permanent) or part-time personnel.

Our investigation also raised concerns regarding the Mayor and City Council's involvement in operating issues that are the responsibility of the City Manager. All of these issues are interrelated as is discussed later in this report.

Our investigation revealed evidence that one or more violations of the Brown Act, the California law requiring open and public meetings, may have occurred. We also learned that the Contra Costa County District Attorney's Office investigated potential Brown Act violations. The District Attorney's findings are discussed later in this report and in Appendix A.

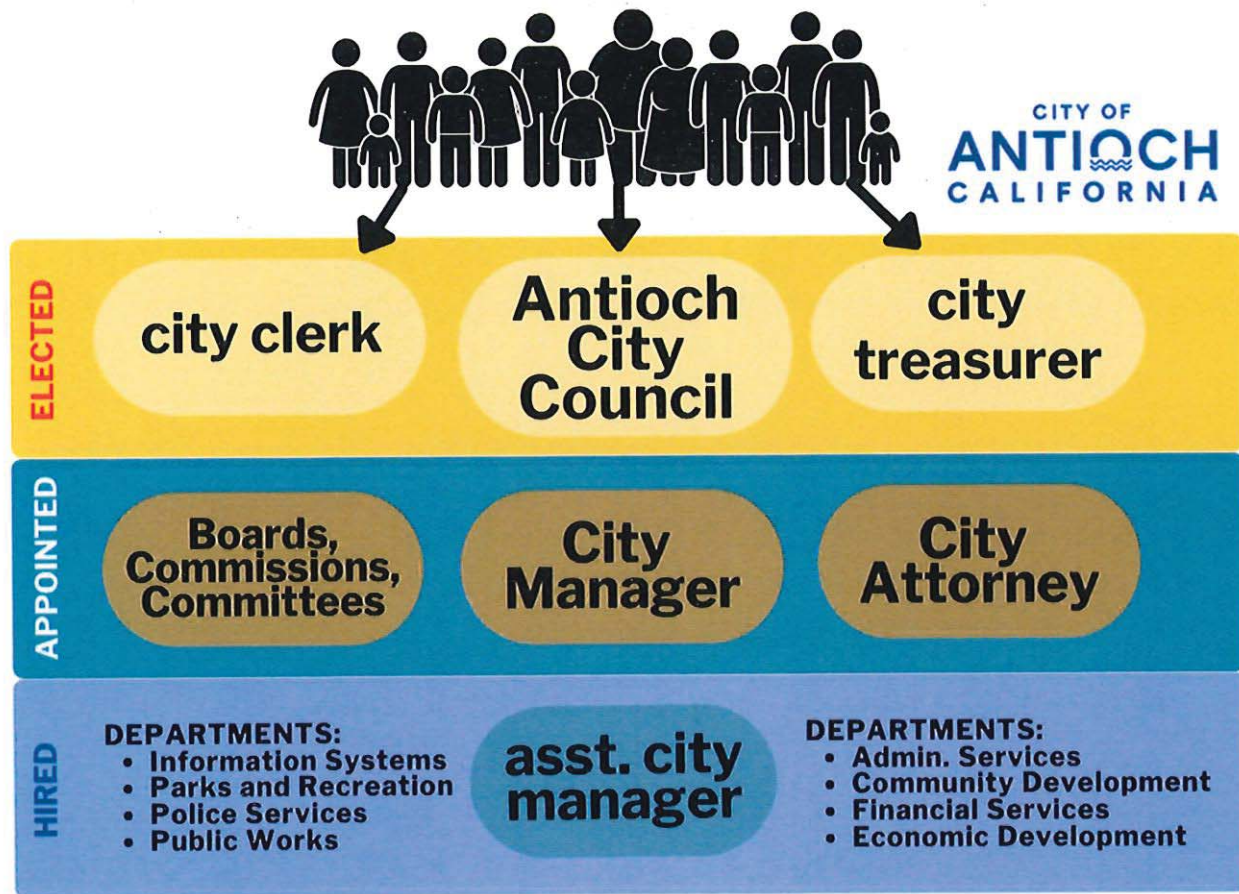
### **Antioch Government Structure**

In examining the issue of turnover in Antioch city leadership it is helpful to first understand the structure of Antioch's local government. Like many California cities, Antioch is a general law city, operating under the Council-Manager form of government. Policymaking and legislative authority are vested in a five-member city council, which consists of a mayor and four council members. The four council members are elected by district, with the mayor elected city-wide. All serve four-year staggered terms. Under city ordinances the mayor and council hire and supervise the City Manager and City Attorney. The City Manager is responsible for day-to-day operations of the city, including supervision of all city employees (Antioch City Code § 2-2.06).

Under its Council-Manager structure, and as specified in city ordinances, the Antioch City Council has the responsibility of appointing the City Manager and City Attorney (Antioch City Code § 2-2.02). The City Manager serves as the chief administrative officer of the city, with responsibility for day-to-day operations of the city and the hiring and supervision of the Assistant City Manager as well as nine department heads. The department heads, in turn, hire and supervise departmental employees. See Exhibit 1. Under city ordinances the City Council, including the Mayor, have no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

Given the City Manager's role as chief administrative officer of Antioch, this position is critical to the City's successful operation. A vacancy in this position creates a void in city leadership and prevents the appointment of new permanent department heads when there is turnover. Antioch's policy is to defer the appointment of new department heads until a permanent City Manager is in place. This policy allows the permanent City Manager to appoint their own staff. Because the city has not had a permanent City Manager since March 2023, no new permanent department heads have been appointed since that time. As a result, the city now has acting heads in five of its nine most senior staff positions (three department heads, the City Manager, and the Assistant City Manager).

## EXHIBIT 1



Source: City of Antioch website

### A Bit About Antioch

Antioch is the second largest city in Contra Costa County, with a population of approximately 115,000. It is also among the county's most racially diverse cities (see Table 1, Antioch At-A-Glance for details).

Affordable housing relative to other parts of the county has contributed to meaningful population growth in Antioch in recent decades. Improving transportation infrastructure, including a BART extension, has also made Antioch a more desirable community for commuters. As the city's population has grown it has experienced significant demographic shifts, which are highlighted in Table 1.

TABLE 1

## Antioch At-A-Glance

	<b>Antioch</b>		<b>Contra Costa County</b>	
	<b>2010</b>	<b>2022</b>	<b>2010</b>	<b>2022</b>
Population	102,372	115,264	1,049,025	1,156,966
Population Growth		12.6%		10.3%
Land Area (square miles)		28.4		715.9
Housing Units	32,252	36,639	400,203	430,081
Homeownership Rate	NA	61.5%	67.1%	67.2%
Racial Mix				
White (a)	35.6%	25.4%	47.8%	39.8%
Hispanic/Latino	31.7%	35.5%	24.4%	27.0%
Asian	10.5%	13.7%	14.2%	20.2%
Black/African American	17.3%	19.5%	8.9%	9.5%
Other	4.9%	5.9%	4.8%	3.5%
Household Income (median)	\$62,088	\$90,709	\$73,678	\$120,020
HH Income as % of County Average	84%	76%		
Poverty Rate	9.2%	12.1%	9.0%	8.7%
High School Graduates (b)		85.6%		89.7%
Bachelor's Degree (b)		23.0%		44.5%

(a) Not Hispanic or Latino

(b) Among adults 25 or older

Source: US Census Bureau

## METHODOLOGY

- We interviewed government officials in Antioch and experts in city government practices and regulation.
- We reviewed press reports and other documents related to Antioch's city government operations and performance.
- We reviewed recordings and transcripts of city council meetings.
- We reviewed city budgets for the past 20 years.
- We also reviewed documents related to city government best practices.

## **DISCUSSION**

### **Excessive City Manager Turnover is a Negative for Antioch**

Over the past ten years, Antioch has had six permanent or acting city managers, with an average tenure of less than two years (see Table 2). At least two of the city's last three permanent city managers were terminated by the Mayor and City Council or resigned under threat of termination.

While turnover among city managers can be healthy, bringing new approaches and fresh views to city government, excessive turnover in leadership in any organization will be disruptive to that organization. According to data from the California City Managers Foundation, the average tenure of a City Manager in California is slightly over 4.5 years. This compares to the average in Antioch of less than 2 years.

The level of turnover for City Managers in Antioch has impacted the city in several ways. First and perhaps most importantly, it is disruptive to city operations. The City Manager is responsible for hiring and directly supervising all department heads. As highlighted in Exhibit 1, in Antioch this includes Community Development, Economic Development, Financial Services, Human Resources, Information Systems, Recreation, Police Services, Public Safety, and Public Works, as well as Assistant City Manager. As previously noted, as a result of having no permanent City Manager for over a year, the city has delayed appointing permanent department heads who supervise day-to-day operations in such critical departments as Public Works, Community Development and the Police Department. In addition, the Directors of the Economic Development and Recreation Departments are currently serving as Acting City Manager and Acting Assistant City Manager, respectively. Accordingly, these departments do not have full-time Directors. As a result, more than half of the city departments are headed by acting or part-time directors.

TABLE 2

## Antioch City Managers

Name	Title	Begin Date	End Date	Tenure (months) (a)
Kwame Reed	Acting City Manager	6/23/2023		12 months
Forest Ebbs	Acting City Manager	3/17/2023	7/14/2023	4 months
Ana Cortez	Acting City Manager	3/15/2023	3/17/2023	< 1 month
Cornelius (Con) Johnson	City Manager Interim City Manager	22-Oct 21-Nov	7/14/23 - Resigned 3/2023 - On administrative leave	16 months (until on leave)
Ron Bernal	City Manager	17-Mar	12/2021 - Retired	57 months (4.5 years)
Steve Duran	City Manager	13-Dec	4/2017 - Terminated 3/2017 - On administrative leave	39 months (until on leave)

*Average Tenure: 21 months*

**Notes:**

(a) There can be overlap in manager's tenure reflecting timing of hiring and departure

Source: City of Antioch press releases, media reports

Turnover in the City Manager position also imposes incremental costs on the city. These costs include duplicative salaries when City Manager tenures overlap. This was the case when former City Managers Steve Duran and Cornelius Johnson were placed on administrative leave before being replaced. Other costs include recruiting, training, and severance expenses. Mr. Duran received one year of severance pay (\$230,000) following his termination.

The Antioch City Manager has broad responsibilities including oversight of a roughly \$100 million general fund budget and responsibility for an authorized staff of over 400 full-time personnel. High turnover means more time on the learning curve for each new City Manager.

Appointing a qualified and effective permanent City Manager is an important first step for Antioch in addressing current challenges, including filling key department head vacancies, reducing the employee vacancy rate, and managing a large and complex organization. For the new City Manager to succeed, the Mayor and City Council must create an environment that enables the City Manager to operate with the authority vested in the position and without interference, as outlined in city ordinances (Antioch City Code § 2-2.06 and § 2-2.10) as well as in the position's job description<sup>1</sup>. In particular, city ordinances specify that "Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council, nor any member thereof, shall give orders to any of the subordinates of the City Manager" (Antioch City Code § 2-2.10).

The job description Antioch posted in its recruiting process calls out the need for the new City Manager to work effectively with staff while providing "appropriate buffering between the City Council and the Department Directors." In addition, the City Manager is tasked with "refereeing elected official involvement" in city operations and ensuring compliance with the Brown Act. These are critical and difficult tasks.

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<sup>1</sup> The Antioch City Manager's job description can be found here: [https://www.antiochca.gov/fc/human-resources/document-warehouse/IEDA223\\_CITY%20MANAGER.pdf](https://www.antiochca.gov/fc/human-resources/document-warehouse/IEDA223_CITY%20MANAGER.pdf)

## High Employee Vacancy Rates Negatively Impact City Services

In addition to turnover in city leadership, Antioch currently experiences a level of vacancies in city staff that is roughly four-times the national average. These issues are related. In the absence of a permanent City Manager, three department head positions have not been filled permanently. The Community Development and Public Works Departments have not had permanent Directors for over a year (see Table 3). This has delayed the hiring process for staff members within these departments. Multiple interviewees noted that turnover at senior levels of city management has negatively impacted recruitment efforts because job candidates are often reticent to accept a position when the permanent supervisor is not in place. Table 4 provides data on the vacancy rates for the three departments currently without permanent department heads.

**TABLE 3**

### Antioch Department Heads

Department	Director	Status	Tenure (a)
City Manager	Kwame Reed	Acting	12 months
Assistant City Manager	Bradley Helfenberger	Acting	10 months
Community Development	Kevin Scudero	Acting	13 months
Economic Development	Kwame Reed	Part-time	
Financial Services	Dawn Merchant	Permanent	
Human Resources	Ana Cortez	Permanent	
Information Systems	Alan Barton	Permanent	
Recreation	Bradley Helfenberger	Part-time	
Police Services	Brian Addington	Acting	3 months (b)
Public Safety/Comm. Resources	Tasha Johnson	Permanent	
Public Works	Scott Buenting	Acting	16 months

(a) Number of months person has served as Acting Director

(b) Acting Chief Addington replaced Acting Chief Joe Vigil, who served in the role for 6 months

Source: City of Antioch, media reports

Figure 1 tracks the employee vacancy rate in Antioch since 2012. Vacancy rate refers to the percentage of authorized and funded positions in the city that are currently unfilled. Between 2012 and 2023 the vacancy rate in Antioch city government positions has averaged roughly 12% each year. This has spiked to over 21% in the past two years, with a vacancy rate of 21.6% as of February 2024. For comparison purposes according to the U.S. Bureau of Labor Statistics, the employee vacancy rate for all U.S. employers as of February 2024 was 5.3%. The vacancy rate for state and local governments (excluding education) was also 5.3%.<sup>2</sup>

Staff turnover in Antioch contributes to the city's vacancy rate. Since July 1, 2022, the city has hired 102 new employees (out of a total authorized staff of approximately 409). Over the same period, 98 employees have departed. Recurring reasons cited by employees for leaving their jobs included: (1) overwork in the context of understaffing and (2) dysfunction within and lack of support from the City Council.

Job vacancies in Antioch's city government are broad-based, covering most departments. The police department has engaged in proactive recruiting efforts (including a current \$30,000 recruitment bonus and other incentives for Police Officer positions) which has helped reduce the vacancy rate in that department. Nevertheless, the department still has approximately 30 open positions. The vacancy rates in the Community Development and Public Works departments, the other two departments without permanent heads, exceed the city-wide average vacancy rate.

**Table 4**

### Department Vacancy Rates

	Filled Positions	Funded Positions	Vacancy Rate
Community Development	20	31	35%
Police Services	128	157	18%
Public Works (a)	87	117	26%
<b>TOTAL City</b>	<b>315</b>	<b>409</b>	<b>23%</b>

(a) includes water and sewer departments

Data reflects full time equivalent positions, excluding seasonal and temporary staff

**Source:** Fiscal 2023-2025 Antioch City Budget

Vacancy rates for government agencies tend to be higher in the San Francisco Bay Area than the nation overall<sup>3</sup>. This is a function of a tight local labor market and high local cost of living, among other factors. For example, the vacancy rate (as of 2023, the most recently available data) for San Francisco was 14%, Concord 11%, Richmond 19%, and Oakland 12% (excluding unfunded and frozen positions). While all these cities have rates well above the national average, Antioch's 21% rate stands out at nearly four-times the national average.

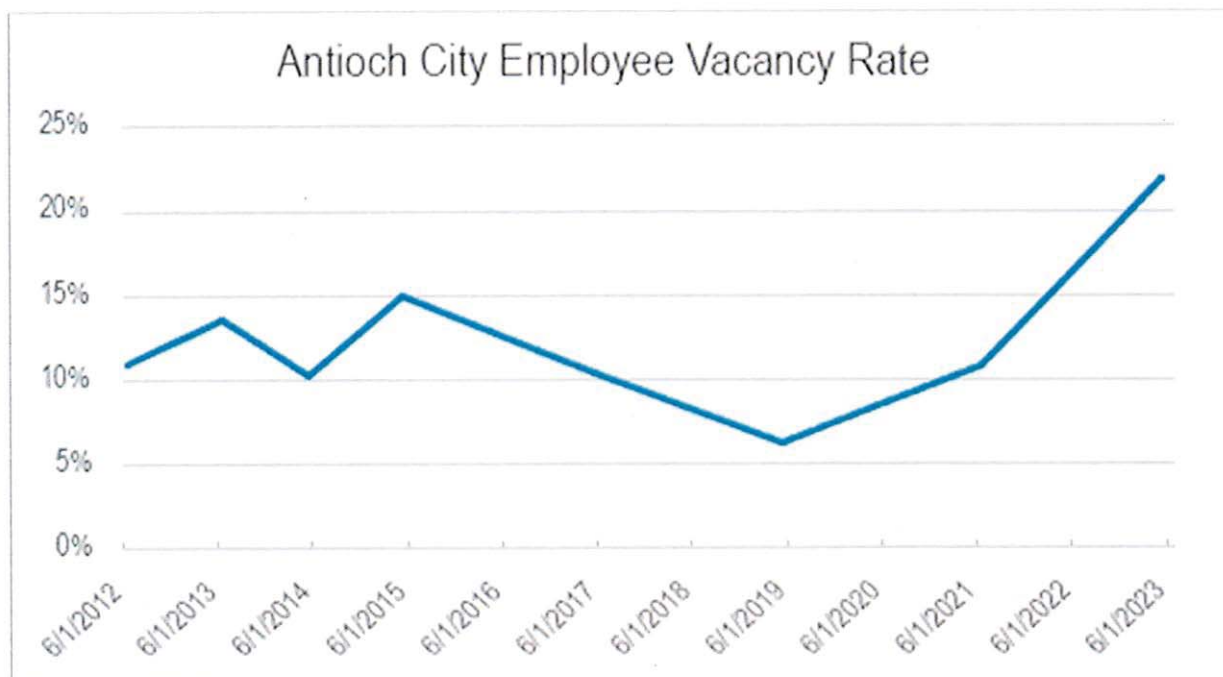
<sup>2</sup> U.S. Bureau of Labor Statistics, Economic News Release, 4/2/24.

<sup>3</sup> "Civil Service Vacancies in California: 2022-2023", UC Berkeley Labor Center, December 12, 2023.

Antioch's employee vacancy rate has negative implications for several reasons. Most importantly, services to citizens have been negatively impacted by a lack of staff. For example, limited staffing has caused delays in certain capital projects. This includes traffic signal installations; road improvements and park renovations have been delayed due to staffing issues in the Public Works Department. Longer response times for police services have resulted from staffing shortages in the Police Department. The Mayor and Council Members have cited police staffing shortages and associated slower police response times as contributors to the higher crime rate the city has experienced in the past three years. Total Group A offenses in Antioch (the most serious crimes) have increased from 5,733 in 2021, to 6,130 in 2022, to 7,257 in 2023, with a further 24% increase year-to-date through April in 2024.

In addition to the negative impact on services to citizens, staff shortages impose an additional work burden on existing staff. This negatively impacts staff morale, contributing to the city's high employee turnover rate. Finally, staff shortages lead to increased overtime expenses and the need to outsource services.

**FIGURE – 1**



In the course of numerous interviews, the Grand Jury learned that turnover in the City Manager position and high employee vacancy rates are both related to a failure, at times, by the Mayor and City Council to respect the City Manager's operating authority. As previously noted, Antioch's government structure calls for the City Manager to make hiring decisions (with the exception of City Attorney) and oversee day-to-day operations of the city. However, Antioch's Mayor and City Council have on occasion overstepped their authority in seeking to implement personnel and other changes that are the responsibility of the City Manager.

Examples over the last three years include efforts by certain Council Members to direct the City Manager to fire then Public Works Director John Samuelson in December 2022. Mr. Samuelson was terminated, but subsequently received a settlement and severance totaling \$244,000. Other examples include pressure to hire Gregory Rolan as a consulting attorney in November 2022. Mr. Rolan was hired without prior approval of his contract, as required by Antioch Resolution #2021/26 (adopted 2/26/21). Mr. Rolan's contract was subsequently terminated after payment of a \$39,000 fee. Finally, the Grand Jury learned of instances of Council Members setting up meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10). The Grand Jury found evidence that Council interference with City Manager responsibilities contributed to the departures of some of the recent City Managers. In turn, the City Managers' departures contributed to subsequent increases in employee vacancy rates due in part to extended vacancies in key department head positions.

### **Brown Act Compliance**

The Ralph M. Brown Act (California Code § 54950, et. seq.) is a California law that specifies, among other things, that government business must be conducted in open and public meetings, with limited exceptions. In particular, elected government officials cannot meet as a group in private, unannounced, and/or secret sessions to discuss government business<sup>4</sup>.

A meeting is defined as a "congregation of a majority of the members of a legislative body" (§ 54952.2a). In the case of the city of Antioch, this would be 3 out of 5 Council Members. Under the Brown Act, a meeting and the agenda must be noticed and posted at least 72 hours in advance of the meeting. It must be held in a place accessible to the public. A legislative body may not take action on any item not on the agenda, except to seek information on the topic. The exception is a "closed meeting" to discuss labor negotiations, real estate transactions, personnel issues, and lawsuits. For these, an agenda of closed session items is posted, and any reportable actions taken in closed session are subsequently announced in open session.

A violation of the Brown Act occurs when a majority of members of a governing body are together in an unnoticed meeting, in a place not accessible to the public, and discuss business about their jurisdiction (or disclose privileged information from closed meetings). Violations of the Brown Act are a misdemeanor, with penalties including fines of up to \$1,000, imprisonment in state prison, and/or permanent disqualification from holding any office in California.

In the course of our investigation, the Grand Jury discovered evidence that one or more Brown Act violations may have occurred involving members of the Antioch City Council. The Grand Jury learned that the hiring of former City Manager Cornelius Johnson may have been discussed at a private meeting in October 2021 with Mayor Hernandez-Thorpe and Council members Monica Wilson and Tamisha Torres-Walker. This meeting was held without public notice and

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<sup>4</sup> The full text of the Brown Act can be found at:

[https://leginfo.ca.gov/faces/codes\\_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5](https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5).

without the participation of the full Council. Mr. Johnson was subsequently hired as Acting City Manager in a 3-2 council vote on November 9, 2021, with Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker voting yes, and Council members Michael Barbanica and Lori Ogorchock voting no.

The Contra Costa District Attorney's Office conducted an investigation into alleged violations of the Brown Act by Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker (see Appendix A for details on the District Attorney's findings). The District Attorney's investigation focused on meetings held at Mayor Hernandez-Thorpe's home in 2022 that may have involved discussions regarding restructuring the Public Works Department, hiring a City Engineer and redistricting the city's electoral map.

The Grand Jury found evidence that the meetings cited by the District Attorney took place at the dates and locations specified in the District Attorney's letter (Appendix A). The Grand Jury was unable to independently confirm the content of those meetings.

In concluding its investigation into potential Brown Act violations in Antioch, the District Attorney noted that there was insufficient evidence to prove beyond a reasonable doubt that intentional violations occurred. The District Attorney's Office nevertheless noted that it "has serious concerns that noncompliance with the Brown Act may have occurred" and indicated that "any similar meeting on matters concerning the city could subject Council members to criminal liability." (See Appendix A).

The Grand Jury found that the city of Antioch has not historically provided formal training on Brown Act compliance to Council members. Following the District Attorney's investigation, a formal session on the Brown Act and Brown Act compliance was held at the City Council meeting on February 13, 2024. Given the importance of Brown Act compliance, we encourage the Council to consider conducting similar training events on an ongoing basis.

## **FINDINGS**

- F1.** Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$100 million general fund budget and an authorized staff of over 400 employees.
- F2.** The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.
- F3.** As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.
- F4.** There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.

- F5.** Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).
- F6.** The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).
- F7.** The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).
- F8.** Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.
- F9.** In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.
- F10.** The Police, Public Works and Community Development departments currently are without permanent department heads.
- F11.** Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).
- F12.** The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.
- F13.** Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.
- F14.** The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.
- F15.** The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

## RECOMMENDATIONS

- R1.** The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.
- R2.** The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.
- R3.** The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.
- R4.** By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.
- R5.** By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

## REQUEST FOR RESPONSES

Pursuant to California Penal Code § 933(b) et seq. and California Penal Code § 933.05, the 2023-2024 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

Responding Agency	Findings	Recommendations
Antioch City Council	F1 – F16	R1 – R5

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to [ctadmin@contracosta.courts.ca.gov](mailto:ctadmin@contracosta.courts.ca.gov) and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson  
725 Court Street  
P.O. Box 431  
Martinez, CA 94553-0091

## **APPENDIX A**

**NOTE:** The letter from the Contra Costa County District Attorney's Office is incorrectly dated January 4, 2023. The Grand Jury has confirmed with the District Attorney's Office that the correct date is January 4, 2024.



OFFICE OF THE DISTRICT ATTORNEY  
CONTRA COSTA COUNTY

*Diana Becton*  
DISTRICT ATTORNEY

January 4, 2023

Kwame Reed  
Acting City Manager  
City of Antioch  
200 H Street  
Antioch, CA 94509

RE: Alleged violations of the Brown Act by Antioch City Council members

Dear Mr. Reed:

The Contra Costa County District Attorney's Office was contacted earlier this year regarding alleged violations of the Brown Act by Antioch Mayor Thorpe, Antioch Councilmember Torres-Walker and Antioch Councilmember Wilson. Specifically, we were told that those three council members met in private to discuss matters within the council's jurisdiction regarding the Public Works Department and the hiring of the City Engineer. Our investigation also led to an allegation that those three city officials met in private to discuss the redistricting of the city's electoral map. The District Attorney's Office reviewed these allegations and the applicable law and then interviewed potential witnesses to determine whether any Brown Act violations occurred.

As you are aware, the Brown Act is set forth in California Government Code sections 54950, et seq. Our analysis here is specifically guided by Government Code section 54952.2. That section prohibits a majority of the members of a legislative body to develop a collective concurrence as to action to be taken on any item within the subject matter jurisdiction of the legislative body unless such a meeting is open and public.

In this matter, there is evidence that Mayor Thorpe and Councilmembers Torres-Walker and Wilson met at Mayor Thorpe's home in 2022 and held discussions. Furthermore, it appears that the discussions may have included an agreement to take action on matters within the subject matter jurisdiction of the council. As defined by Government Code section 54952.6, "action taken" means a collective decision, or even a commitment or promise to make a decision, on a matter concerning the city. Our investigation leads us to believe that Mayor Thorpe and Councilmembers Torres-Walker and Wilson did meet and may have developed a collective occurrence absent a public forum.

District Attorney Administration  
900 Ward Street, Fourth Floor  
Martinez, California 94553

(925) 957-8604  
Fax (925) 646-4683

Government Code sections 54959 through 54960.5 set forth the actions that may be taken by the District Attorney's Office to enforce and prevent Brown Act violations. Following our review of the underlying facts and the applicable laws that are relevant to this matter, the District Attorney's Office has serious concerns that non-compliance with the Brown Act may have occurred, however, there is insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute at this time.

We have decided to bring our concerns to your attention in order for you to impress upon the council the importance of the Brown Act and the requirements of the statute. Any similar meeting on matters concerning the city could subject council members to criminal liability. Further, we are referring this letter to the Contra Costa County Grand Jury to provide that body the opportunity to take any action it may deem appropriate.

Thank you for your serious consideration of this matter. As the Brown Act makes clear, the deliberations and actions of our governmental representatives must occur openly and be subject to public scrutiny. If you have any questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

DIANA BECTON  
District Attorney

Steven Bolen  
Deputy District Attorney  
Contra Costa County

cc: Thomas L. Smith, City Attorney, City of Antioch  
Contra Costa County Grand Jury



September 11, 2024

The Honorable Terri Mockler  
Presiding Judge of Contra Costa County Superior Court  
725 Court Street  
PO Box 431  
Martinez, CA 94553-0091

Re: **City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury Report No. 2405: Challenges Facing the City of Antioch**

Dear Judge Mockler,

On behalf of the City of Antioch City Council, this letter is in response to Contra Costa Civil Grand Jury Report No. 2405 – Challenges Facing the City of Antioch. The City Council approved this response at its meeting on September 10, 2024. Pursuant to California Penal Code § 933.05, the City of Antioch has responded to the applicable findings and recommendations.

### Findings

**F1.** Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$100 million general fund budget and an authorized staff of over 400 employees.

*Response* The City agrees with this finding.

*The City's overall budget including general operations and capital improvements is \$146 million.*

**F2.** The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.

*Response* The City agrees with this finding.

**F3.** As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.

*Response*      *The City agrees with this finding.*

**F4.** There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.

*Response*      *The City partially disagrees with the finding.*

*The Antioch City Council has appointed five (5) city managers since December 2013. Human Resources Director, Ana Cortez, was delegated the authority and responsibilities of the city manager position by a former city manager prior to him being placed on administrative leave. Ms. Cortez fulfilled those responsibilities for a period of two (2) days bridging the period between the city manager being placed on administrative leave and the City Council appointing an Acting City Manager. Ms. Cortez was not appointed Acting City Manager by the City Council.*

**F5.** Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

*Response*      *The City agrees with this finding.*

**F6.** The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).

*Response*      *The City disagrees with this finding.*

**F7.** The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).

*Response The City disagrees with this finding.*

*Staff is under the direction from the City Manager to always inform him of these conversations once they have occurred. There has been a history of Council working with staff on topics including Measure W, salary studies, ad hoc committees and standing committees. Committee topics have included matters such as cannabis businesses, social equity and racial justice, unsheltered people, and the Rivertown/Downtown area.*

**F8.** Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.

*Response The City agrees with this finding.*

*As of February 15, 2024, the City-wide vacancy rate was 21% (Acting City Manager).*

**F9.** In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.

*Response The City agrees with this finding.*

**F10.** The Police, Public Works and Community Development departments currently are without permanent department heads.

*Response The City agrees with this finding.*

**F11.** Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).

*Response The City agrees with this finding.*

*The Economic Development Director is currently serving as Acting City Manager. He is not performing "part-time" duties for the Economic Development Department. The role of the Acting City Manager does not allow for any instance of not performing those duties at 100% of the time.*

**F12.** The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.

*Response The City partially disagrees with this finding.*

*Not knowing when the Grand Jury sourced the staffing information for the abovementioned departments, the City cannot verify the information. As of June 30, 2024, the Public Works Department had a 17% vacancy rate and the Community Development Department had a 25% vacancy rate (Acting City Manager).*

**F13.** Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.

*Response The City disagrees with this finding.*

**F14.** The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.

*Response The City agrees with this finding.*

**F15.** The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

*Response The City agrees with this finding.*

## **RECOMMENDATIONS**

The Grand Jury recommends that:

- R1.** The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.

*Response The City agrees with this recommendation.*

- R2.** The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.

*Response The City agrees with this recommendation.*

- R3.** The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.

*Response The City agrees with this recommendation.*

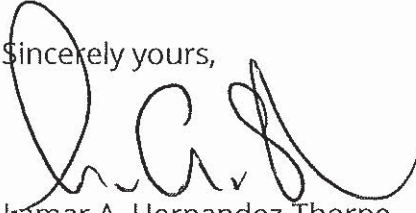
- R4.** By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.

*Response The City agrees with this recommendation.*

- R5.** By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

*Response The City agrees with this recommendation.*

On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses extremely helpful to its future endeavors.

Sincerely yours,  
  
Lamar A. Hernandez-Thorpe  
Mayor  
City of Antioch

Cc: Joanne Sarmento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson  
Antioch City Council  
Kwame P. Reed, Acting City Manager  
Thomas Lloyd Smith, City Attorney, City of Antioch



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**Noncompliant (Lacks Appropriate Response to Findings)**

October 3, 2024

Lamar A. Hernandez-Thorpe  
City of Antioch Mayor  
200 H Street  
Antioch, Ca 94509

Re: Your Response to Grand Jury Report 2405, Challenges Facing the City of Antioch, June 12, 2024

Dear Mr. Hernandez-Thorpe,

The Grand Jury received your response to the above-titled report and finds that it does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

Response to Findings 6 and 13: A response of "The City disagrees with this finding requires an explanation.

Attached is an excerpt of Section 933.05 for your reference.

The Grand Jury requests that you resubmit your response in its entirety within ten days of the date of this letter, following the directions contained in the original letter of transmittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Sarubbi".

Ed Sarubbi

[Esarubbi@contracosta.courts.ca.gov](mailto:Esarubbi@contracosta.courts.ca.gov)

2024-25 Contra Costa County Civil Grand Jury

cc: Kwame Reed



Attachment: Penal Code §933.05 (excerpt)

Subdivision (a) of §933.05 of the California Penal Code (excerpt, emphasis added)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.



---

## Noncompliant (Lacks Appropriate Response to Recommendations)

October 3, 2024

Lamar A. Hernandez-Thorpe  
City of Antioch Mayor  
200 H Street  
Antioch, Ca 94509

Re: Your Response to Grand Jury Report 2405, Challenges Facing the City of Antioch, June 12, 2024

Dear Mr. Hernandez-Thorpe,

The Grand Jury received your response to the above-titled report and finds that it does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

Response to Recommendations 1, 2, 3, 4, and 5: A response of "The City agrees with this recommendation" is not a valid response.

Attached is an excerpt of Section 933.05 for your reference.

The Grand Jury requests that you resubmit your response in its entirety within ten days of the date of this letter, following the directions contained in the original letter of transmittal.

Sincerely,

A handwritten signature in black ink that reads "Ed Sarubbi".

Ed Sarubbi

Esarubbi@contracosta.courts.ca.gov

2024-25 Contra Costa County Civil Grand Jury

cc: Kwame Reed



Attachment: Penal Code §933.05 (excerpt)

Subdivision (b) of §933.05 of the California Penal Code (excerpt, emphasis added)

- b. For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
1. The recommendation has been implemented, with a summary regarding the implemented action.
  2. The recommendation has not yet been implemented, but will be implemented in the future, **with a timeframe** for implementation.
  3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. **This timeframe shall not exceed six months** from the date of publication of the grand jury report.
  4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor

October XX, 2024

The Honorable Terri Mockler  
Presiding Judge of Contra Costa County Superior Court  
725 Court Street  
PO Box 431  
Martinez, CA 94553-0091

Re: **City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury Report No. 2405: Challenges Facing the City of Antioch - Addendum**

Dear Judge Mockler,

On October 4, 2024, the City of Antioch received two letters from Mr. Ed Sarubbi regarding the City's response to Grand Jury Report 2405, Challenges Facing the City of Antioch. According to Mr. Sarubbi, the Grand Jury found that the City's responses to specific Findings and Recommendations provided on September 11, 2024, did not comply with the requirements of Section 933.05 of the California Penal Code.

The identified Findings were Findings 6 and 13. The Grand Jury requires an explanation be included with the City's original response of "The City disagrees with this finding".

The Addendum to these **Findings** is here below.

**F6.** *The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).*

The response to this Finding is as follows:

*The City disagrees with this finding. [Additional information inserted here]*

**F13.** *Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.*

The response to this Finding is as follows:

*The City disagrees with this finding. [Additional information inserted here]*

The Grand Jury also requested additional information be provided on **Recommendations** 1 through 5. The Addendum to these responses is here below.

**R1.** *The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

**R2.** *The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

**R3.** *The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

**R4.** *By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

**R5.** *By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.*

The response to this Recommendation is as follows:

*The City agrees with this recommendation. [Additional information inserted here]*

On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses extremely helpful to its future endeavors.

Sincerely yours,

Lamar A. Hernandez-Thorpe  
Mayor, City of Antioch

cc: Joanne Sarmiento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson  
Antioch City Council  
Bessie Marie Scott, City Manager  
Thomas Lloyd Smith, City Attorney, City of Antioch



**HOMELESS AWARENESS MONTH**  
**November 2024**

*WHEREAS, the month of November is recognized as Homelessness Awareness Month in the United States;*

*WHEREAS, the purpose of this proclamation is to educate the public and advocate on behalf of people experiencing homelessness about the many reasons individuals become homeless, including housing shortages, unemployment, challenges due to justice involvement, and personal and systemic barriers;*

*WHEREAS, the City of Antioch recognizes that homelessness continues to be a serious issue affecting many individuals and families from all walks of life;*

*WHEREAS, on December 1, 2020, the City of Antioch hired a part-time Unhoused Resident Coordinator, with the position becoming full-time in May 2022;*

*WHEREAS, the 2024 Point in Time count estimates that the number of Antioch residents staying in shelter beds or living outdoors is 413, up from 334 or 24% in 2023;*

*WHEREAS, the City of Antioch opened its first interim housing site, Opportunity Village, on May 1, 2023, housing 55 people from July 2023 through June 2024;*

*WHEREAS, on September 27, 2024, the City of Antioch was awarded an Encampment Resolution Funding award for their application under ERF Round 3R, Window 2 in the amount of \$6,812,686.00 to support an additional interim housing site and an outreach team to support the local Sunset at Devpar Encampment of up to 35 unhoused residents; and*

*WHEREAS, the City of Antioch is committed to working in coordination with Contra Costa County as well as various local organizations dedicated to providing shelter, supportive services, and basic resources for people experiencing homelessness.*

*NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, do hereby proclaim November 2024, as "Homelessness Awareness Month" and encourage all citizens to recognize that thousands of people in Contra Costa County do not have housing and need support from citizens and private/public non-profit service entities to address the myriad challenges of homelessness.*

**NOVEMBER 12, 2024**

---

**LAMAR A. HERNANDEZ-THORPE, Mayor**



## HOW IT WORKS

Picture a miniature city streetscape with a small-scale versions of real-life traffic features like traffic signals, road signs, street markings, bus stops, bike lanes, train tracks, and roundabouts. The learning will be self-guided, free, and open to the public.

# Bicycle Garden

## at Prewett Park

The City of Antioch and the Contra Costa Transportation Authority are partnering to build a one-of-a-kind facility for teaching bicycle and pedestrian safety education and encouraging the use of pollution-free transportation. It will provide a healthy, fun, outdoor recreation in a safe, car-free environment. The project is funded in-part by a grant from the USDOT's Safe Streets for All (SS4A) Program.

## GET INVOLVED

The Bicycle Garden will be located at Prewett Community Park to the east of the Antioch Community Center. The City of Antioch is seeking input on the design of this revolutionary park feature. We invite you to share your thoughts on the design elements of the Bicycle Garden.

Visit: [antiochca.gov/recreation/bicycle-garden](http://antiochca.gov/recreation/bicycle-garden)

Scan the QR code:



## Community Design Workshops

Thursday, October 17th, 6pm - 8pm

Antioch Community Center, 4703 Lone Tree Way

Saturday, November 16th, 10am - Noon

Antioch Senior Center, 415 W. 2nd Street



Watch 3D video at: [ccta.net/active\\_studies/antioch-bike-garden/](http://ccta.net/active_studies/antioch-bike-garden/)



The City of Antioch urges residents to become involved in their local community! One way to do so is to serve on the various Boards, Commissions, and Committees. Any interested resident is encouraged to apply for the vacancies by **5:00 p.m. on the deadline below.**

**EXTENDED DEADLINE DATE: WEDNESDAY, NOVEMBER 27, 2024:**

- **CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD**
  - One (1) vacancy, expiring April 2026

**DEADLINE DATE: WEDNESDAY, NOVEMBER 27, 2024:**

- **ANTIOCH POLICE OVERSIGHT COMMISSION**
  - One (1) vacancy, expiring November 2026

To be considered for the vacancy position(s) listed above, please fill out an application available 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.***

**#5**



**Extended Deadline Date: By 5:00 p.m., November 27, 2024**

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 Board of Trustees are officials appointed by their respective city councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve without compensation for a term of two to four years and are highly dedicated to this community service.

Additional information regarding the responsibilities and duties are available online at [www.contracostamosquito.com](http://www.contracostamosquito.com).

**Qualifications:**

To be eligible, you must be an Antioch resident and a Contra Costa County taxpayer who is at least 18 years old and interested in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel, or land development.

**Meetings:**

Board meets on the second Monday of every other the month starting January at 7:00 p.m., and occasionally, it may be necessary to hold a special Board meeting.

**Location:**

Meetings are to be held at the District Office address, located at 155 Mason Circle, Concord

If you are interested in pursuing volunteer positions with the City of Antioch, please complete an application and submit it via email to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mail/deliver it to the Office of the City Clerk, by the deadline date mentioned above. Applications must include your responses to the Questionnaire to be considered.

Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



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 Commission shall advise the City Council and Staff on the administration of the Antioch Police Department and public safety issues to ensure that the policies conform to national standards of constitutional policing. The Commission shall promote, encourage, and facilitate community participation and oversight by reviewing and recommending policies that are sensitive to the diverse needs of the residents, aiming to inform the community of its rights and responsibilities on interactions with police officers. (Ordinance No. 2212-C-S, passed May 24, 2022).

**Committee Seats:**

- One (1) representative from each of the four (4) councilmembers voting districts of the City.
- One (1) representative of the Antioch faith-based community.
- One (1) representative of the Antioch business community.
- One (1) employee or student of the Antioch Unified School District.



**Meetings:**

- Twice per month, except in July and December, when meetings occur only once.

**Requirements:**

- Must be a resident of the City of Antioch.
- **Not** a spouse of, or a current /former City Employee /department-sworn employee /sworn police officer /sworn police officer association representative.
- 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.

# CONTRA COSTA COMMUNITY COLLEGE DISTRICT

Contra Costa College



Diablo Valley College

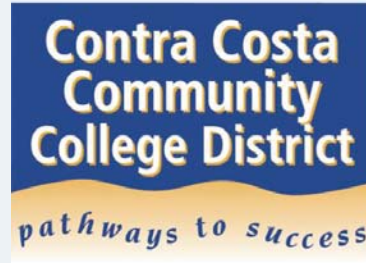


Los Medanos College



# OVERVIEW

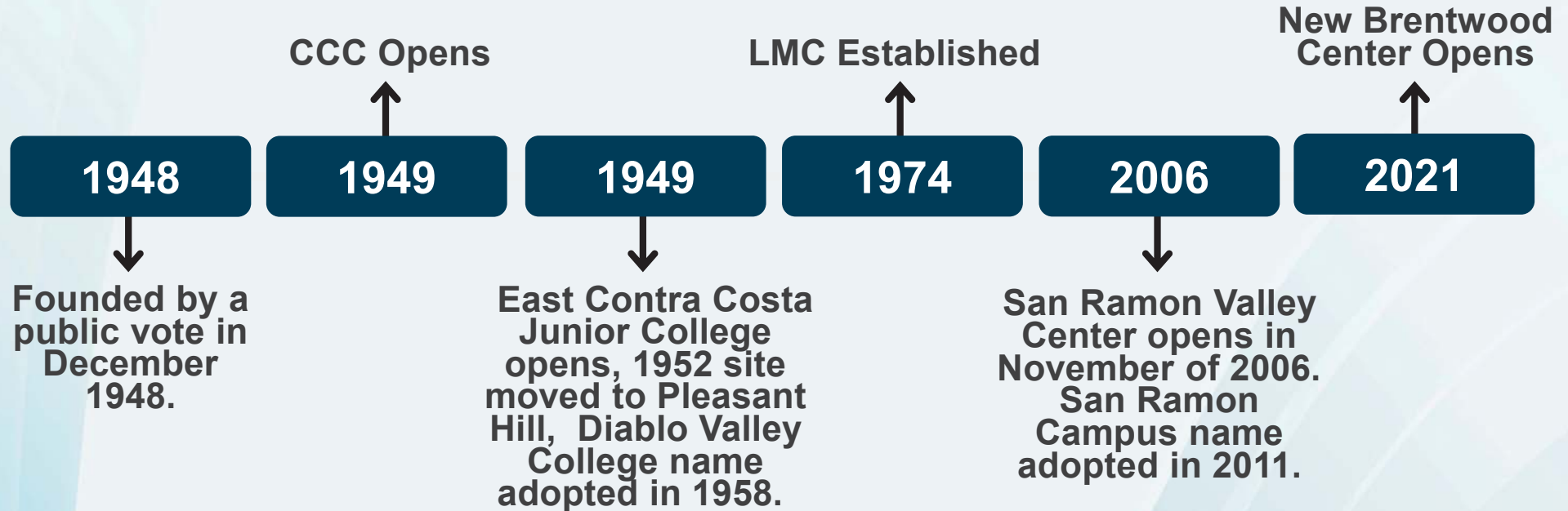
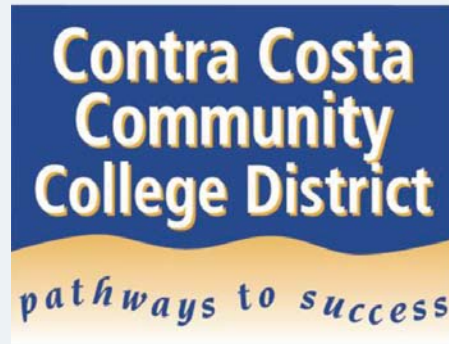
- **About Us**
  - **Backward Glance**
  - **Current and Future Stance**
- **California Community Colleges Landscape**



***Transforming Our Communities***

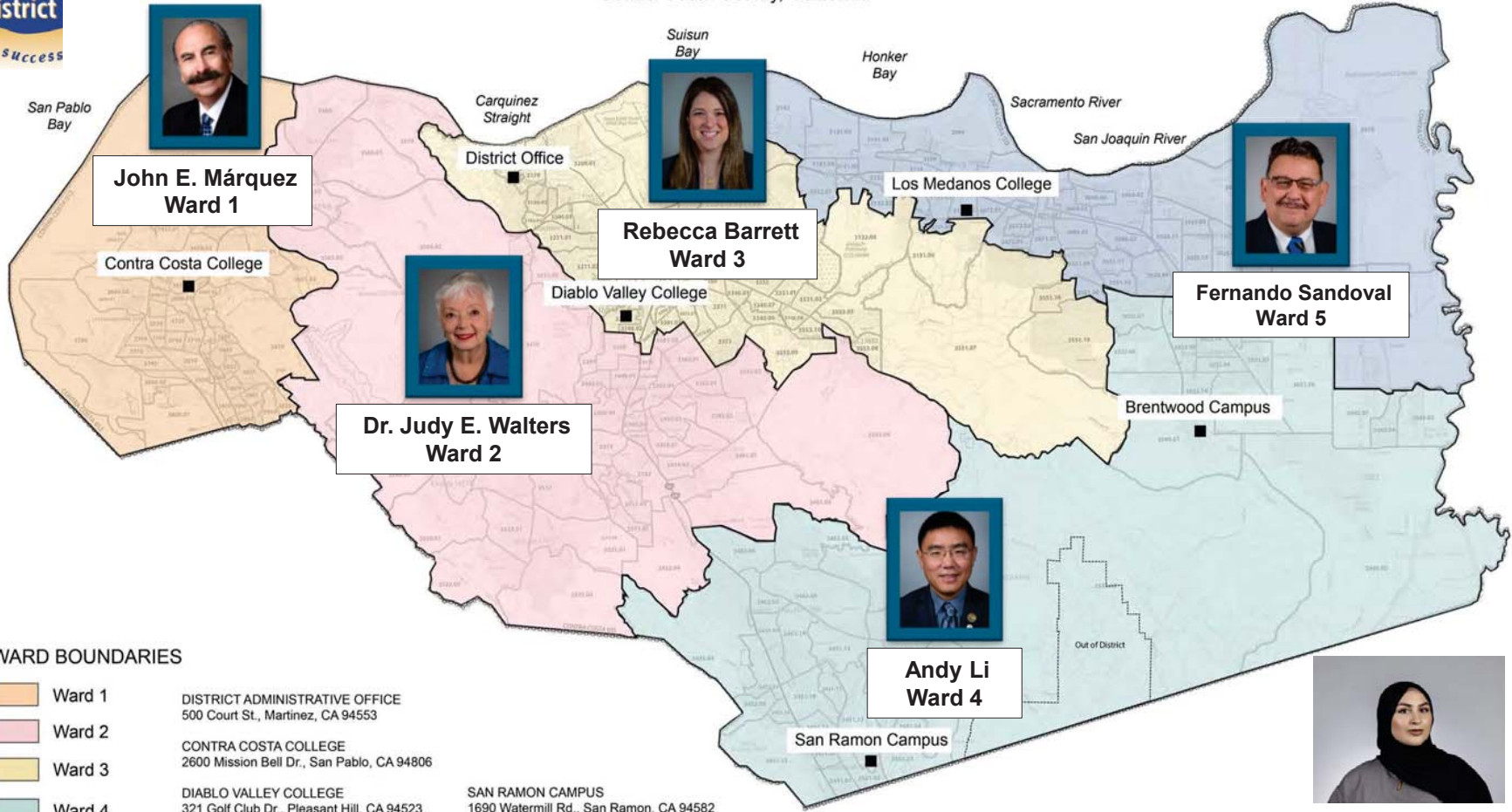
# A few facts about us...

- Created in December 1948, the first countywide junior college district in the state
- Celebrating our 75 years as Contra Costa Community College District
- County population
  - 1949: Approx. 249K residents
  - 2024: Approx. 1.16M residents
- The District currently serves over 50,000 students annually



# CONTRA COSTA COMMUNITY COLLEGE DISTRICT WARD BOUNDARIES

Contra Costa County, California



**John E. Márquez**  
Ward 1

**Rebecca Barrett**  
Ward 3

**Fernando Sandoval**  
Ward 5

**Dr. Judy E. Walters**  
Ward 2

**Andy Li**  
Ward 4

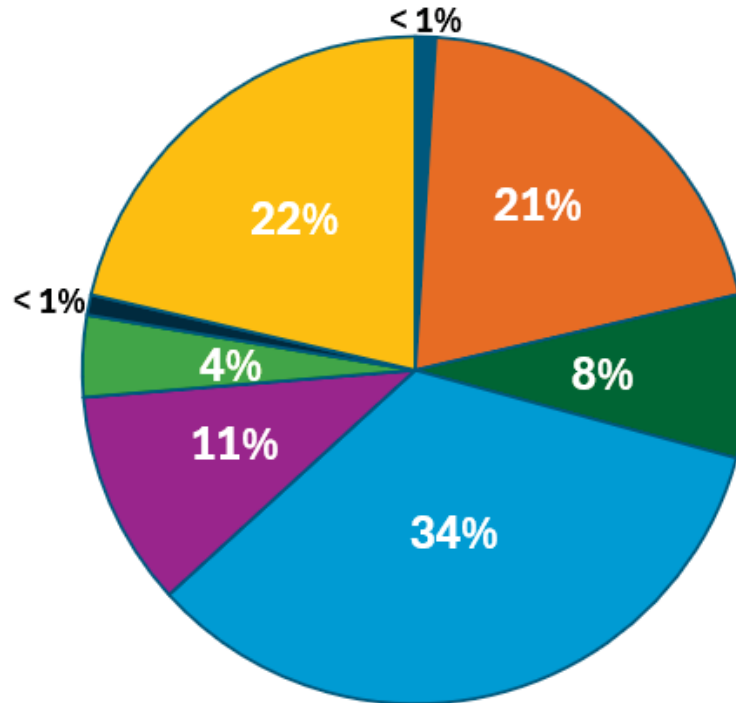


**Halena Neyazi**  
Student Trustee

## WARD BOUNDARIES

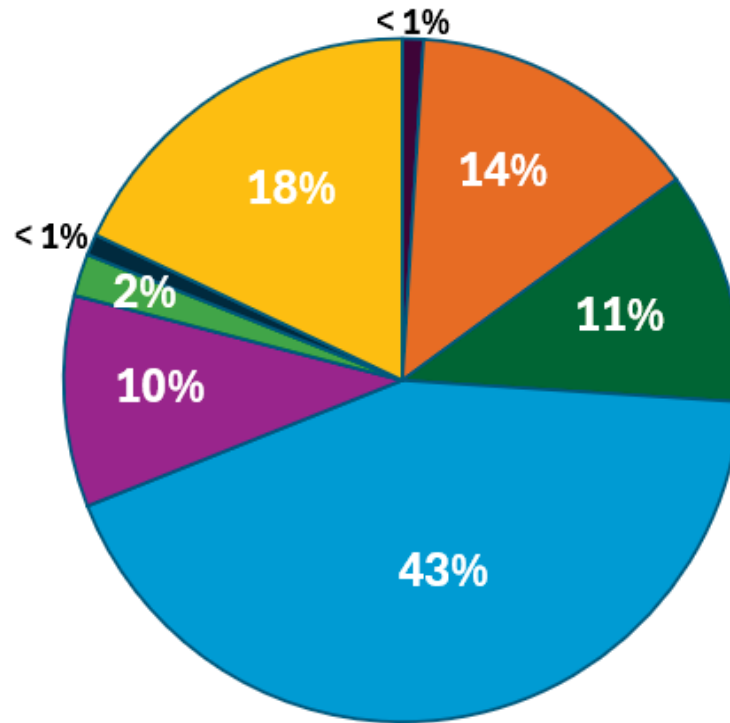
	Ward 1	DISTRICT ADMINISTRATIVE OFFICE 500 Court St., Martinez, CA 94553
	Ward 2	CONTRA COSTA COLLEGE 2600 Mission Bell Dr., San Pablo, CA 94806
	Ward 3	DIABLO VALLEY COLLEGE 321 Golf Club Dr., Pleasant Hill, CA 94523
	Ward 4	SAN RAMON CAMPUS 1690 Watermill Rd., San Ramon, CA 94582
	Ward 5	LOS MEDANOS COLLEGE 2700 E. Leland Rd., Pittsburg, CA 94565
		BRENTWOOD CAMPUS 1351 Pioneer Square, Brentwood, CA 94513

# Who We Serve: 4CD Demographics



■ American Indian   ■ Asian   ■ Black/African American   ■ Hispanic/Latino   ■ Multi-Race   ■ Other/Undeclared   ■ Pacific Islander   ■ White

# Who We Serve: LMC Demographics



**American Indian**   **Asian**   **Black/African American**   **Hispanic/Latino**   **Multi-Race**   **Other/Undeclared**   **Pacific Islander**   **White**

# What We Offer

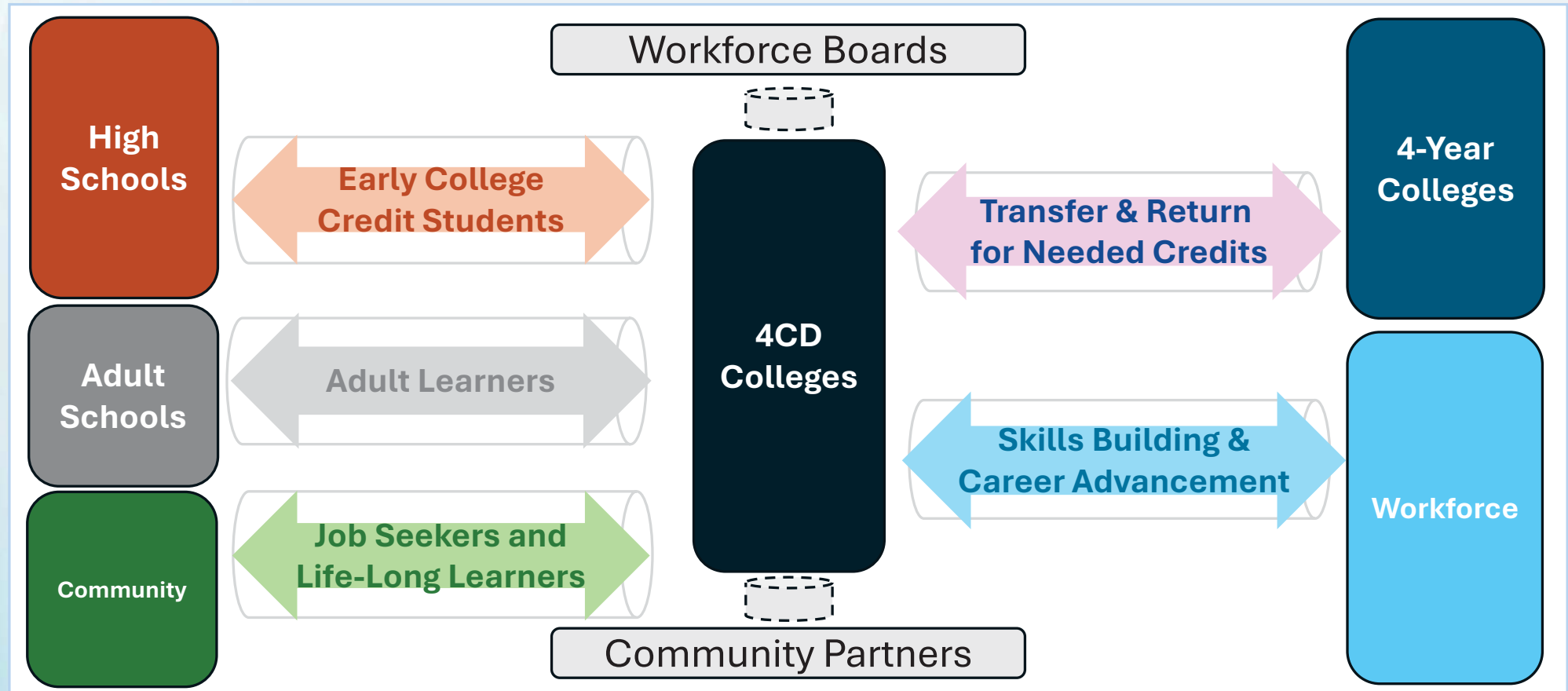
- **More than 220 associate degrees and 330 certificates**
- **81 transfer pathways with guaranteed admission into California State Universities**
- **Career training and industry-recognized credentials**
- **Flexible schedules with day, evening, and weekend classes**
- **Online, in-person, and hybrid classes and programs**

# Our Commitment: Affordability and Access

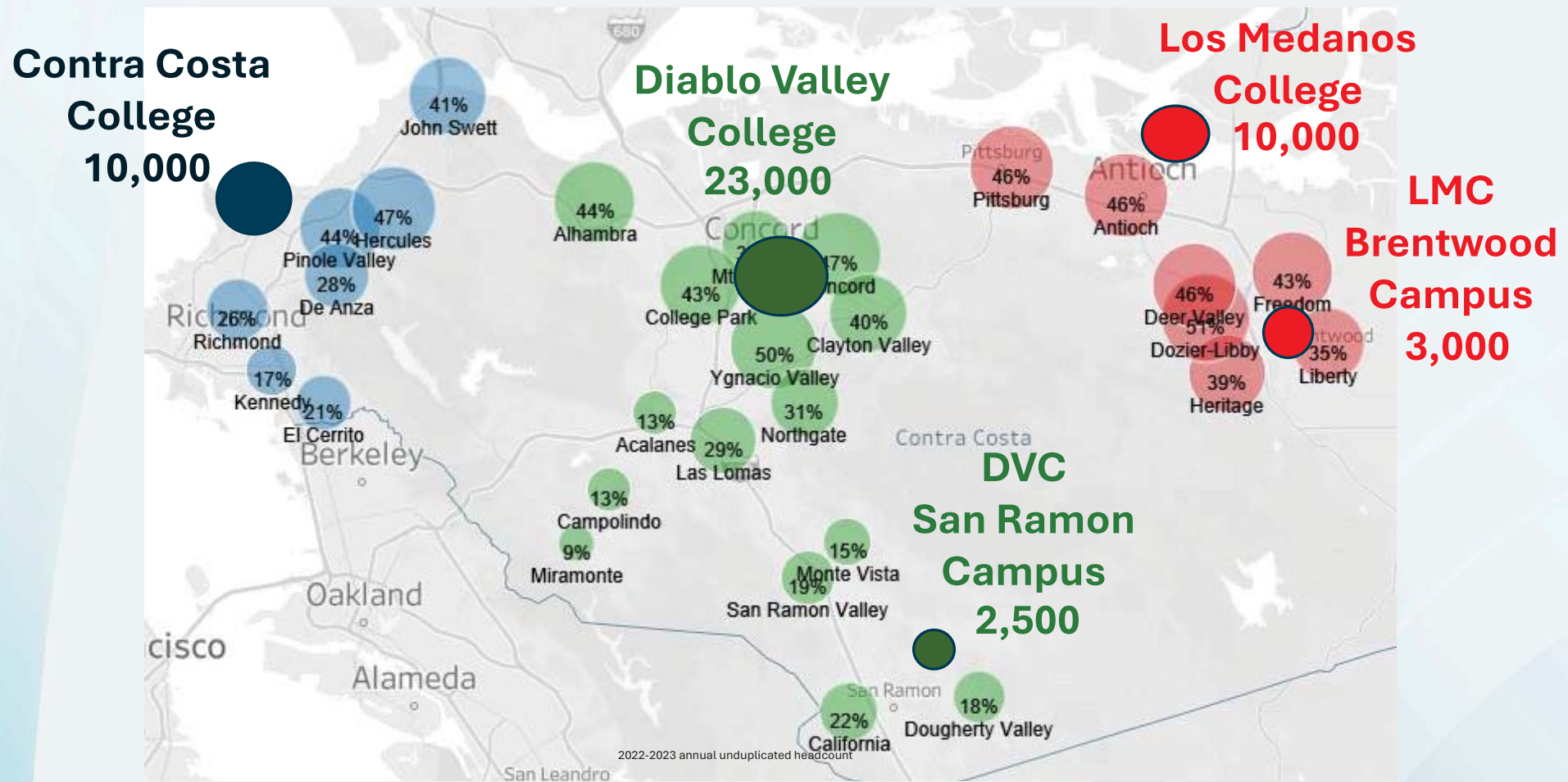
- **FREE Tuition Programs**
  - **20,712 students received FREE tuition in 2023-2024**
- **Classes with Reduced or No-Cost Textbooks**
- **Wellness Centers to Meet Basic Needs**
  - **Food Pantries**
  - **Online Mental and Health Services**
  - **Technology Loan Programs**

# 4CD Colleges as the Educational Hub

Students access 4CD colleges from multiple entry points with a range of goals.



# Partnership Highlight: Local High Schools



2022-2023 annual unduplicated headcount

# Partnership Highlight: Transfer Institutions

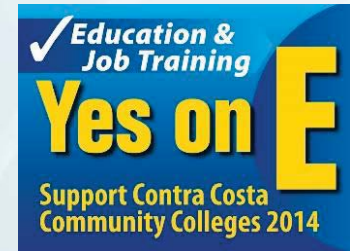


# Funding Per Full-Time Equivalent Student

	22-23	23-24
K-12	\$18,665	\$20,158
CA Community Colleges	\$12,605	\$13,278
Cal State University	\$20,385	\$22,217
University of California	\$34,485	\$34,996

# Bond Issuance & Financial Stewardship

- 2014 Measure E is approx. 95% spent. The final \$110 million authorization was sold in 2022
- Strong Bond Rating of AA+ (S&P) and Aa1 (Moody's) with a positive outlook affirmed in 2024
- The District refinanced prior bond sales (\$402M) as a measure of fiscal stewardship, successfully saving taxpayers \$44 million
- 4CD continues to monitor existing bonds for opportunities to save taxpayers money



# Strong Fiscal Health: Financial Highlights

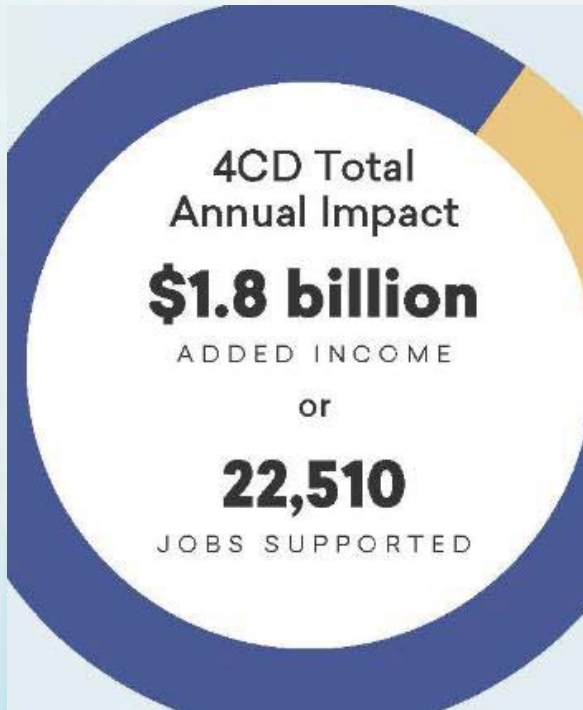
- **Over \$463 million annual budget (includes Bond Measure funds)**
- **Board required reserve of at least two months of operating expenses**
  - **2023-24 unrestricted reserves of \$70.4 million or 26.42% of expenditure budget**
  - **Continued clean audit findings for District operations and bond measures**



# California's Community College System

- **2.1 Million Students across 116 Colleges – Largest System of Public Higher Education in the Nation and the World**
- **51% of CSU and 21% of UC graduates started at a community college**
- **More than 70% of California Community College Students are of ethnically diverse backgrounds**

# 4CD Economic Impact



For every \$1 invested by...



STUDENTS



=



\$6.30

in lifetime earnings



TAXPAYERS



=



\$3.20

in added tax revenue and public sector savings



SOCIETY



=



\$18.20

in added state revenue and social savings

# Q & A



# Contra Costa Mosquito and Vector Control District



CONTRA COSTA  
**MOSQUITO  
& VECTOR  
CONTROL**  
DISTRICT

#6.02

*Andrew Pierce*

Public Information and Technology Officer

# The District

protecting public health since 1927

The Contra Costa Mosquito and Vector Control District is a public health agency dedicated to protecting the community from mosquitoes and other vectors of disease.

County citizens voted to create District in 1926 and we opened our doors in 1927.



# The District

protecting public health since 1927

In 1993, Contra Costa County transferred its rat and mouse and rabies risk reduction programs to us, and that's when we changed our name to Contra Costa Mosquito and Vector Control District.



CONTRA COSTA  
**MOSQUITO  
& VECTOR  
CONTROL**  
DISTRICT

# District Services

protecting public health since 1927

Mosquitoes

Rats/mice

Skunks

Ticks

Yellowjackets

Bees



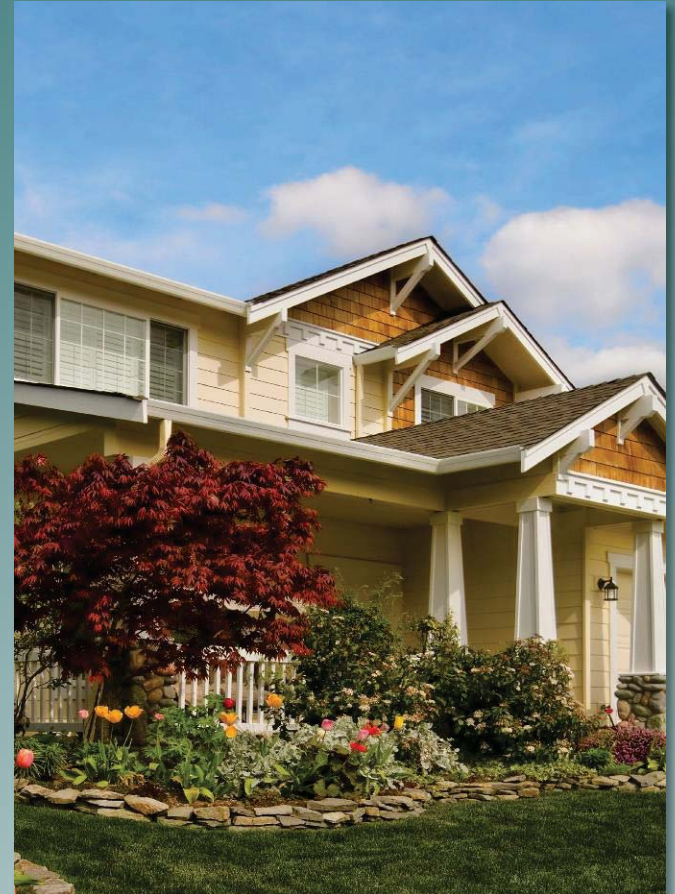
# Special District

protecting public health since 1927

## Funding:

Property taxes

Benefit Assessments



# District Facts

protecting public health since 1927

Board of Trustees: 22 Trustees representing cities and County at Large



# Latest Vector-related Issues in Antioch

protecting public health since 1927

Requests for Service so far in 2024:

Mosquitoes: **2,086**

Mosquitofish: **25**

Neglected Swimming Pool: **74**

Rats & Mice: **52**

Skunk: **21**

Tick ID: **1**

Bees: **9**

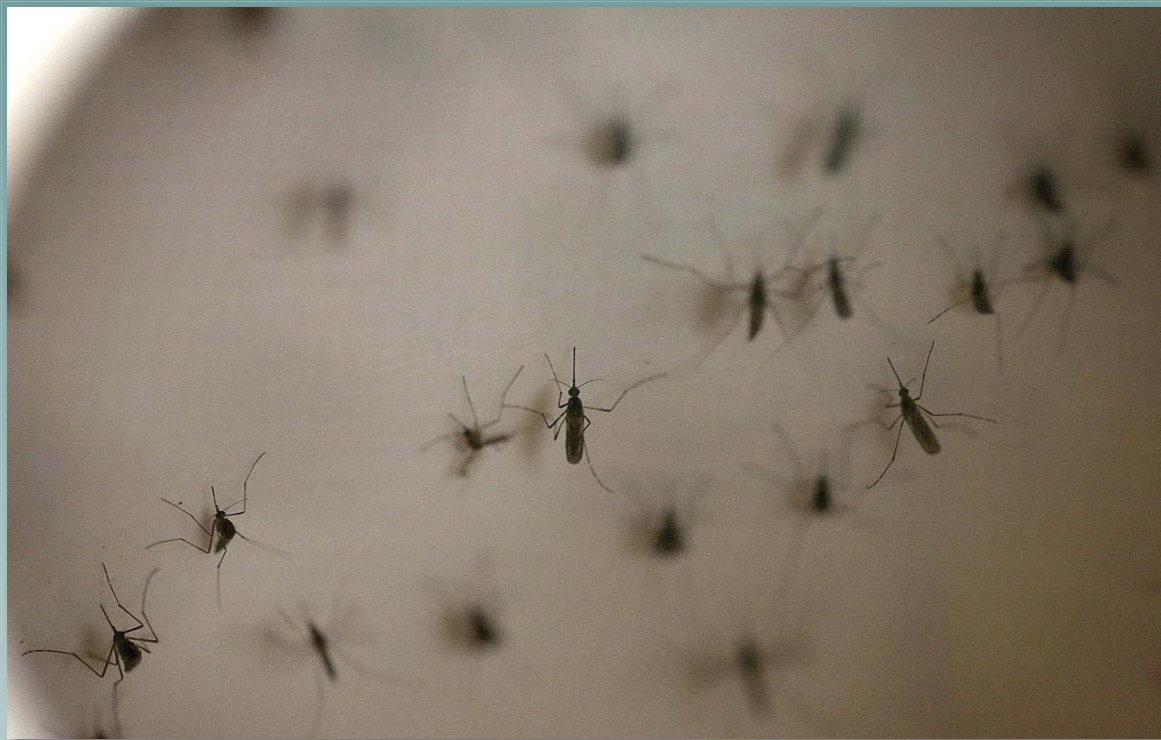
Ground-Nesting Yellowjackets: **5**



# Mosquitoes in Contra Costa County

protecting public health since 1927

## 23 Established Mosquito Species in Contra Costa County



# Mosquitoes in Contra Costa County

protecting public health since 1927

*Aedes Aegypti*



# Mosquitoes in Contra Costa County

protecting public health since 1927

## Door-to-Door Inspections



# Mosquitoes in Contra Costa County

protecting public health since 1927

## Door-to-Door Inspections



# Mosquitoes in Contra Costa County

protecting public health since 1927

## A1 Super Duty



# Mosquitoes in Contra Costa County

protecting public health since 1927

## District Publications

Mosquito Control Notification  
News Releases  
Mosquito Bytes Newsletter  
Board of Trustees Agendas

Use your camera to scan this QR  
Code to Subscribe to the  
District's Publications:



# How to Request a District Service

protecting public health since 1927

## Contact the District

### Contra Costa Mosquito and Vector Control District

925-685-9301

[www.ContraCostaMosquito.com](http://www.ContraCostaMosquito.com)



# Contra Costa Mosquito & Vector Control District



155 Mason Circle, Concord  
[www.ContraCostaMosquito.com](http://www.ContraCostaMosquito.com)



## CITY COUNCIL MEETING

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

**October 22, 2024**  
**Council Chambers**

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

Mayor Hernandez-Thorpe called the meeting to order at 7:01 P.M., in memory of Bette Jane Boatmun and led a moment of silence. City Clerk Householder called the roll.

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

### **PLEDGE OF ALLEGIANCE**

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

#### **1. INTRODUCTION OF NEW CITY EMPLOYEES, PROMOTIONS AND RETIREMENTS**

Captain Vigil introduced Daniel Fachner, Police Sergeant, Ashley Lundin and Junio Penn, Police Officers, who thanked Captain Vigil for the introduction and stated they looked forward to serving the citizens of Antioch.

Acting Director of Public Works/City Engineer Buenting introduced Harry Marr, Assistant Engineer, Adam Steventon, Water Treatment Plant Operator, Mike Thompson, Water Treatment Plant Trainee, Lorilee Mederios, Administrative Analyst II and Benjamin (Marcus) Woodland, Water Treatment Plan Superintendent (not in attendance). Those in attendance thanked Acting Director of Public Works/City Engineer Buenting for the introduction and stated they looked forward to serving the citizens of Antioch.

Mayor Hernandez-Thorpe recognized the newly promoted and new employees. He introduced City Manager Scott who thanked Mayor Hernandez-Thorpe for the introduction and stated she looked forward to serving the residents of Antioch. She congratulated the new City employees and those who were promoted.

#### **2. PROCLAMATION**

In Honor of Most Holy Rosary Church

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

Father Romero accepted the *In Honor of Most Holy Rosary Church* proclamation and thanked the City Council for the recognition.

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

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

- Domestic Violence Awareness Walk – October 26, 2024, Antioch Community Center
- Dia De Los Muertos – November 2, 2024, Nick Rodriguez Community Center
- Veteran's Day Celebration and Parade - November 11, 2024, Antioch Marina

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

City Clerk Householder announced the following Board and Commission openings.

- Planning Commission
- Antioch Police Oversight Commission
- Contra Costa County Mosquito and Vector Control Board

For more information and to apply, visit the City's website.

### **PUBLIC COMMENTS**

David Nichols, Antioch resident, expressed concern regarding health and safety violations occurring at a homeless encampment located behind his property.

Ricka Davis Sheard advocated for the homeless population.

Ralph Hernandez, Antioch resident, discussed shooting deaths that occurred in Antioch and encouraged the City to pursue investigations of everyone involved.

Devin Williams expressed concern for comments made on social media and for candidates running for office who had changed their party preference.

Kathryn R. Wade clarified that a former City Manager was responsible for overseeing the Antioch Police Department (APD) when they were involved in an investigation and suggested that they be held accountable.

Cecelia Martinez reported she was a witness to a hit and run and encouraged APD to collect available dashcam footage of the event. She requested traffic cameras be installed in the area.

Tachina Garrett, ACCE Antioch, discussed a positive interaction she had with Officer Green.

Kimberly Kidd-Bailey announced that the person responsible for a family member's bicycle fatality would be arraigned at 8:30 A.M. on October 24, 2024, in Pittsburg. She requested details on the intake process for Opportunity Village. She invited female residents 40+ to the Double Dutch Jump Rope Club in the Antioch Walmart parking lot 6:30 P.M. – 8:00 P.M. on Wednesdays.

Ray Rodriguez discussed criminal activity occurring in the Sycamore corridor and urged the City to hold property managers responsible.

Leslie May discussed criminal activity that had occurred in District 1 and clarified that those responsible were from various ethnicities.

Gavin Payton, NAACP, thanked everyone who attended their youth banquet. He discussed their efforts to address racism and expressed concern regarding comments made about elected officials on social media.

Andrew Becker discussed homelessness and community outreach efforts.

Jocelyn Valdez and several representatives from People Who Care (PWC) expressed concern regarding statements made on an election flyer for Pittsburg candidates.

Mike requested the City address criminal activity occurring in District 1.

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

Councilmember Barbanica, speaking to a previous public comment, mentioned that he had taken information from that resident concerning shooting deaths and shared it with the District Attorney (DA) and the Chief of Police. He reported that the DA's office investigated the information; however, they concluded there was no basis to proceed further with any actions.

Councilmember Ogorchock requested that her Community Events Funds be reallocated toward employees who remained with the City through COVID.

#### **MAYOR'S COMMENTS**

Mayor Hernandez-Thorpe announced he would be attending the Tri Delta Transit meeting on October 22, 2024.

#### **5. CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 10, 2024**
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 24, 2024**
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 8, 2024**
- D. APPROVAL OF COUNCIL WARRANTS**
- E. REJECTION OF CLAIM: STEPHAN FOBBS**

- F. **ORDINANCE NO. 2242-C-S SECOND READING – ORDINANCE AMENDING SECTION 9-5.3843 OF THE ANTIOCH MUNICIPAL CODE REGARDING RESTRICTIONS ON THE SALE AND TRANSFER OF TOBACCO AND DRUG PARAPHERNALIA RETAILERS (LA2024-0001) (Introduced on October 8, 2024)**
- G. **RESOLUTION NO. 2024/147 AWARD OF A CONSULTING SERVICES AGREEMENT TO SMARTWAVE TECHNOLOGIES LLC IN AN AMOUNT OF \$130,000 FOR A FULLY INSTALLED, SERVICED, AND MANAGED WI-FI SYSTEM FOR THE CITY’S DOWNTOWN BUSINESS DISTRICT**
- H. **RESOLUTION NO. 2024/148 SIXTH AMENDMENT IN THE AMOUNT OF \$50,000 TO THE CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC.**
- I. **RESOLUTION NO. 2024/149 PURCHASE OF A HOT MIX PAVING MACHINE UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT WITH HERRMANN EQUIPMENT IN THE AMOUNT OF \$322,629**
- J. **RESOLUTION NO. 2024/150 COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH DISH WIRELESS L.L.C. ON CITY-OWNED PROPERTY NEAR PREWETT RANCH DRIVE (APN 056-240-032)**
- K. **RESOLUTION NO. 2024/151 COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH DISH WIRELESS L.L.C. ON CITY-OWNED PROPERTY NEAR QUESADA COURT (APN 075-232-006)**
- L. **RESOLUTION NO. 2024/152 COMMUNICATIONS SITE GROUND LEASE AGREEMENT WITH DISH WIRELESS L.L.C. ON CITY-OWNED PROPERTY NEAR BANBURY WAY (APN 052-333-020)**
- M. **FIRST AMENDMENT TO TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT WITH CROWN CASTLE FIBER LLC**
- N. **RESOLUTION NO. 2024/153 RENAMING GEOGRAPHICAL LOCATIONS OF “SQ\_ COURT” IN COMPLIANCE WITH ASSEMBLY BILL 2022**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council members present unanimously approved the Council Consent Calendar with the exception of Items F, G, J, K, L and M, which were removed for further discussion.

**Item F** – Kristen Lockhart, Antioch resident, discussed the physical and financial impacts of tobacco products and spoke in opposition to Council approving the Ordinance.

Ralph A. Hernandez, Antioch resident, spoke in support of Council approving the Ordinance.

Public comment submitted in writing was entered into the record from the following individual: Mayra Lopez, Tobacco Prevention Program Manager.

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

**Item G** – Andrew Becker spoke in support of the program.

Councilmember Ogorchock suggested the ARPA funds remaining from this project be reallocated to a fund for employees who remained with the City through COVID.

Councilmember Barbanica offered his Community Events Funds to be reallocated toward employees who remained with the City through COVID.

Mayor Hernandez-Thorpe responded that staff could bring that item back for consideration.

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

**Item J** – Andrew Becker stated his following comments would be the same for Consent Calendar Items J, K and L. He proposed that the revenue generated from the ground leases be assigned to specific projects and requested contracts be updated with the new City Manager's name.

Councilmember Ogorchock stated her following comments would be the same for Consent Calendar Items J, K and L. She requested a future agenda item to discuss the allocation of the revenue generated from ground leases.

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

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

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

**Item M** – On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council members present unanimously postponed Item M.

## **PUBLIC HEARING**

- 6. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION TO APPROVE A FIFTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY AND APPROVE AND ADOPT THE EAST CONTRA COSTA REGIONAL FEE PROGRAM**

**UPDATE REPORT TO ADD THE 18 NEW PROJECTS INTO THE LIST OF PROJECTS  
TO BE FUNDED WITH RTDIM FEE REVENUES (P.W. 631)**

Mayor Hernandez-Thorpe opened the public hearing.

Acting Director of Public Works/City Engineer Buenting introduced Julie Morgan, Fehr and Peers, who presented the staff report dated October 22, 2024 recommending the City Council adopt a resolution approving and authorizing the City Manager or designee to execute a Fifth Amendment to the Joint Exercise of Powers Agreement for the East Contra Costa Regional Fee and Financing Authority and approving and adopting the East Contra Costa Regional Fee Program 2024 Update Report to add the 18 new projects into the list of projects to be funded with RTDIM fee revenues, with no change to the RTDIM fee rates.

Andrew Becker questioned the purpose of the West Tregallas/Fitzuren project. He requested staff provide an update on all new projects and take a comprehensive look at the City's needs.

Julie Morgan clarified East Contra Costa Regional Fee and Financing Authority (ECCRFFA) held public meetings at the Tri Delta Transit offices and provided an overview of how the fee program operated.

Mayor Hernandez-Thorpe closed the public hearing.

Councilmember Ogorchock suggested a separate list of new projects be included in future staff reports.

In response to Councilmember Ogorchock, Mayor Hernandez-Thorpe and Ms. Morgan reported on their attendance at ECCRFFA meetings and discussed how projects were prioritized. They also gave a brief history of the City of Pittsburg's participation in ECCRFFA.

**RESOLUTION NO. 2024/154**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council members present unanimously adopted a resolution approving and authorizing the City Manager or designee to execute a Fifth Amendment to the Joint Exercise of Powers Agreement for the East Contra Costa Regional Fee and Financing Authority and approving and adopting the East Contra Costa Regional Fee Program 2024 Update Report to add the 18 new projects into the list of projects to be funded with RTDIM fee revenues, with no change to the RTDIM fee rates.

**COUNCIL MEMBER BARBANICA REQUESTED TO MOVE THE MOTION TO ADJOURN AS  
THE NEXT ORDER OF BUSINESS**

## ADJOURNMENT

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council members present unanimously adjourned the meeting at 8:53 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

**[THE FOLLOWING COUNCIL MEETING AGENDA ITEMS WILL BE MOVED TO THE 11/12/2024 COUNCIL MEETING]**

## COUNCIL REGULAR AGENDA

7. **CITY COUNCIL REQUESTED DISCUSSION ITEM – POTENTIAL UPGRADES TO ANTIOCH AMTRAK STATION**
8. **RESPONSE TO GRAND JURY REPORT NO. 2405, “CHALLENGES FACING THE CITY OF ANTIOCH” ADDENDUM**

## PUBLIC COMMENT

## STAFF COMMUNICATIONS

## COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS



CLAIMS BY FUND REPORT  
FOR THE REPORT OF  
OCTOBER 11 - OCTOBER 31, 2024  
FUND/CHECK#

**100 General Fund**

***Non departmental***

00415843	CALIF, STATE OF	USE TAX REMITTANCE	24.97
00415849	CONTRA COSTA WATER DISTRICT	FACILITY RESERVE CHARGES	368,991.00
00415852	COURT ORDERED DEBT COLLECTIONS	PAYROLL	187.00
00415856	DIVISION OF STATE ARCHITECT	3RD QTR 2024 SB1186 FEES	1,138.00
00415860	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	1,514,524.39
00415875	LIFE INS COMPANY OF NO AMERICA	PAYROLL	5,207.63
00415877	LOUIE, PAUL & LISA	REFUND	4.00
00415883	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,364.25
00415891	PARS	PAYROLL	7,070.29
00415902	STATE OF CALIFORNIA	PAYROLL	395.00
00415903	STATE OF CALIFORNIA	PAYROLL	50.00
00415904	STATE OF CALIFORNIA	PAYROLL	120.00
00415949	CIVIC AVIANO LLC	REFUND	6,000.00
00416004	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	715.00
00416015	NETFILE	FPPC FILING SYSTEM	3,333.34
00416028	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	1,392.65
00416071	IN SHAPE HEALTH CLUBS	PAYROLL	37.79
00416134	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00416141	LIFE INS COMPANY OF NO AMERICA	PAYROLL	5,461.70
00416146	MUNICIPAL POOLING AUTHORITY	PAYROLL	3,590.67
00416153	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,692.00
00416157	PARS	PAYROLL	7,504.75
00416170	STATE OF CALIFORNIA	PAYROLL	120.00
00416171	STATE OF CALIFORNIA	PAYROLL	50.00
00949455	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	42,114.87
00949458	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,266.82
00949477	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	1,010.00
00949478	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL	20,914.20
00949479	ANTIOCH PUBLIC WORKS EMPLOYEE'S	PAYROLL	2,345.00
00949487	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	62,802.02
00949492	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,806.93

***City Council***

00415831	AMERICAN TROPHIES AWARDS & PROMO	PLAQUES	527.46
00416180	VERIZON WIRELESS	DATA USAGE	105.44

***City Attorney***

00415871	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	142.00
00415900	SHRED IT INC	SHREDDING SERVICES	40.86
00415907	TAQUERIA SALSA	EMPLOYEE LUNCH	84.92
00416020	OFFICE DEPOT INC	OFFICE SUPPLIES	18.35
00416030	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	864.00
00416094	CANON FINANCIAL SERVICES	COPIER LEASE	140.69
00416180	VERIZON WIRELESS	DATA USAGE	157.71

***City Manager***

00415830	AMBIUS	PLANT SERVICES	749.84
00415899	SHIELD PROTECTION & PUBLIC SAFETY	SECURITY SERVICES	13,484.50
00415900	SHRED IT INC	SHREDDING SERVICES	40.87



CLAIMS BY FUND REPORT  
FOR THE REPORT OF  
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00415907	TAQUERIA SALSA	EMPLOYEE LUNCH	84.92
00416080	ANTIOCH UNIFIED SCHOOL DISTRICT	FACILITY RENTAL	175.00
00416094	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00416180	VERIZON WIRELESS	DATA USAGE	1,068.78
00949470	KANTAK, ASHWINI	COACHING SERVICES	480.00
<b>City Clerk</b>			
00415861	EIDEN, KITTY J	MINUTES	300.00
00415900	SHRED IT INC	SHREDDING SERVICES	40.84
00415907	TAQUERIA SALSA	EMPLOYEE LUNCH	84.92
00416015	NETFILE	FPPC FILING SYSTEM	6,666.66
00416059	TOTAL RECALL CAPTIONING	CLOSED CAPTIONS	862.50
00416120	EIDEN, KITTY J	MINUTES	2,837.50
00949449	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	623.71
<b>Human Resources</b>			
00415855	DIABLO LIVE SCAN LLC	FINGERPRINTS	100.00
00415870	IEDA INC	MEMBERSHIP DUE	6,755.44
00415887	OFFICE DEPOT INC	OFFICE SUPPLIES	32.91
00415905	STERICYCLE INC	SHRED IT	582.64
00416020	OFFICE DEPOT INC	OFFICE SUPPLIES	104.99
00416115	CORTEZ, ANA E	EXPENSE REIMBURSEMENT	163.15
00416131	HIRERIGHT GIS INTERMEDIATE CORP INC	BACKGROUND SCREENING	115.00
00949462	ISSQUARED, INC	CONFERENCE ROOM	1,258.98
00949490	UBEO BUSINESS SERVICES	CANON COPIER MAINTENANCE	373.78
<b>Economic Development</b>			
00415907	TAQUERIA SALSA	EMPLOYEE LUNCH	84.92
00416063	VERIZON WIRELESS	DATA USAGE	105.14
00416094	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00949482	EVVIVA BRANDS LLC	MARKETING SERVICES	12,250.00
<b>Finance Administration</b>			
00415829	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	94.11
<b>Finance Accounting</b>			
00415829	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	408.98
<b>Finance Operations</b>			
00415829	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	15.61
00416158	PROGRESSIVE SOLUTIONS INC	BUSINESS LICENSE	1,101.78
00949464	DELL COMPUTER CORP	WORKSTATION	1,937.49
<b>Non Departmental</b>			
00415877	LOUIE, PAUL & LISA	OVERPAYMENT REFUND	260.00
00416184	WEST COAST SOLAR	CHECK REPLACEMENT	298.39
<b>Public Works Administration</b>			
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	44.17
<b>Public Works Street Maintenance</b>			
00415832	ANTIOCH ACE HARDWARE	SUPPLIES	28.60
00415833	ANTIOCH BUILDING MATERIALS	PAVING ROCK	2,641.67
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	25.99
00415929	ANTIOCH ACE HARDWARE	PVC PIPE	5.92
00415938	BELLECI INC	"NO PARKING" SIGNS	901.31
00415948	CHUCKS BRAKE & WHEEL SERVICE INC	ENGINE	1,085.75



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00415978	DISPENSING TECHNOLOGY CORP	HEATED HOSE & WAND	3,292.72
00415999	INTERSTATE SALES	SIGN L BRACKETS	4,286.23
00416008	LOWES COMPANIES INC	SMALL TOOLS	1,964.99
00416009	MANERI SIGN COMPANY	STREET SIGNS	824.42
00416024	PARVINDER K GIR	DELIVERY SERVICE	9,246.39
00416043	SCA OF CA, LLC	STREET SWEEPING	10,461.60
00416046	SHARJO LLC	ABATEMENT SERVICES	111,658.72
00416054	SUBURBAN PROPANE	PROPANE	654.51
00416060	ULINE	SUPPLIES	934.96
00416070	ZUMAR INDUSTRIES INC	GLASS BEADS	9,664.89
00416144	MANERI SIGN COMPANY	STREET SIGNS	2,368.27
00416166	SHARJO LLC	ABATEMENT SERVICES	15,602.55
00416180	VERIZON WIRELESS	DATA USAGE	30.61
00949456	RED WING SHOE STORE	SAFETY SHOES, TOGNOTTI, G	300.00
00949467	GRAINGER INC	GAS CANS	158.85
<b>Public Works-Signal/Street Lights</b>			
00415890	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	610.90
00415976	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	10,907.88
00416082	AT AND T MCI	MODEM	634.65
00416156	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	497.12
<b>Public Works-Facilities Maintenance</b>			
00415828	ALTA FENCE	SOCCER GOAL REPAIR	636.00
00415834	ARBORICULTURAL SPECIALTIES, INC	TREE REMOVAL	12,180.00
00415851	COUNTY LOCK	LOCKSMITH SERVICES	546.13
00415858	DUDEK	PUMPKIN PATCH SURVEY	7,000.00
00415890	PACIFIC GAS AND ELECTRIC CO	GAS	821.66
00415896	REINHOLDT ENGINEERING CONSTR	STORAGE INSPECTION	175.00
00415897	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	350.00
00415909	ULINE	RAIN GEAR	823.05
00415923	ALTA FENCE	WELD STREET LIGHT	463.00
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,149.27
00415926	AMERICAN PLUMBING INC	3RD FLOOR HOT WATER INSTALL	985.57
00415960	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	429.60
00415961	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	429.60
00415962	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	429.60
00415963	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	424.80
00415964	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	859.20
00415965	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	429.60
00415966	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	429.60
00415967	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	429.60
00415972	CRYSTAL CLEAR LOGOS INC	UNIFORMS	628.35
00415976	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	178.08
00415996	HOME DEPOT, THE	TOOLS	753.70
00416008	LOWES COMPANIES INC	PARTS AND TOOLS	1,247.10
00416027	PRECISION PLUMBING & CONTRACTING	EMERGENCY GAS PIPE REPAIR	46,692.00
00416036	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	220.00
00416079	ANTIOCH GLASS	TEMPERED INSULATED GLASS	3,089.46
00416082	AT AND T MCI	MODEM	89.71



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00416086	BAY ALARM COMPANY	MONTHLY MAINTENANCE	1,636.93
00416114	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	859.20
00416143	LOPEZ MNTS SVCS LLC	CITY HALL BRICK WORK	2,750.00
00416150	ODYSSEY POWER CORPORATION	GENERATOR	387.13
00416163	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	220.00
00416180	VERIZON WIRELESS	DATA USAGE	52.57
00949452	GRAINGER INC	SUPPLIES	279.04
00949463	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	2,722.17
00949483	GRAINGER INC	TOOL AND BATTERIES	1,311.57
<b>Public Works-Parks Maint</b>			
00415834	ARBORICULTURAL SPECIALTIES, INC	TREE REMOVAL	24,320.00
00415839	BIG B LUMBER	LUMBER FOR BRIDGE REPAIR	603.18
00415923	ALTA FENCE	FENCE REPAIR	1,269.00
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	9.09
00415926	AMERICAN PLUMBING INC	PLUMBING REPAIR	2,950.00
00415930	ARBORICULTURAL SPECIALTIES, INC	TREE PRUNING	24,320.00
00415959	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	64.39
00415976	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	2,359.15
00416034	RIVERA RODRIGUEZ, OSCAR	CITY PARK SLIDE	5,000.00
00416036	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	245.00
00416082	AT AND T MCI	MODEM	152.10
00416163	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	622.99
00416174	TERRACARE ASSOCIATES	MONTHLY PARKS MAINTENANCE	68,667.19
00949475	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION PARTS	739.96
<b>Public Works-Median/General Land</b>			
00415890	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	42.77
00415913	WATERSAVERS IRRIGATION, INC	CORNEGIE ENHANCEMENT	284.89
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	109.08
00415940	BOETHING TREELAND FARMS	TREES	6,761.70
00416066	WATERSAVERS IRRIGATION, INC	IRRIGATION REPAIR	2,041.97
00416082	AT AND T MCI	MODEM	435.35
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	12,756.92
00949475	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION SUPPLIES	3,461.18
<b>Police Administration</b>			
00415827	ADAMSON POLICE PRODUCTS	SHIPPING FEE	40.00
00415835	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	1,946.50
00415836	ARROWHEAD SCIENTIFIC INC	SAFETY SUPPLIES	601.52
00415838	AT AND T MCI	MODEM	762.98
00415881	MORALES-DIAZ, PEDRO	PER DIEM	258.00
00415893	PERMANENTE MEDICAL GROUP INC, THE	MEDICAL EXAMS	3,174.00
00415895	PUBLIC SAFETY FAMILY COUNSELING GRP	SERVICES	75,000.00
00415906	STOMMEL INC	PARTS	800.45
00415908	TRUCKVAULT, INC	LOCK BOX	3,754.88
00415918	ADAMSON POLICE PRODUCTS	UNIFORMS	5,483.33
00415922	ALL PRO PRINTING SOLUTIONS	ENVELOPES	790.05
00415928	AMERICAN TROPHIES AWARDS & PROMO	MAILBOX TAGS	52.68
00415931	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	205.00
00415933	AT & T MOBILITY	DEPT CELL PHONES	6,739.61



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00415942	BPS TACTICAL INC.	DUTY VEST	22,563.34
00415947	CHANDLER, JOSEPH ANTHONY	EXPENSE REIMBURSEMENT	66.00
00415950	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORMS	16,213.10
00415955	CONTRA COSTA COUNTY	RANGE USE	250.00
00415969	CORE PSYCHOLOGICAL CORPORATION	NEW HIRE PSYCH EXAM	1,000.00
00415970	CRIME SCENE CLEANERS INC	CLEANING SERVICE	1,000.00
00415972	CRYSTAL CLEAR LOGOS INC	PATCHES	43.90
00415975	CYNTHIA MARIE KIRBY	POLYGRAPHS	9,200.00
00415979	DUFFY, ADAM JAMES	EXPENSE REIMBURSEMENT	155.00
00415980	DUGGAR, SCOTT LLOYD	PER DIEM	430.00
00415982	EGAN, JOSHUA	PER DIEM	86.00
00415986	FEDEX	SHIPPING	79.68
00415988	GALLS LLC	DUTY VEST	7,586.76
00415991	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	77.82
00415992	GREEN, ROBERT A	PER DIEM	86.00
00415998	IBS OF TRI VALLEY	BATTERIES	543.74
00416002	KOCH, MATTHEW T	EXPENSE REIMBURSEMENT	84.67
00416010	MARTIN, SARA MICHELE	EXPENSE REIMBURSEMENT	336.10
00416016	NGUYEN, TIFFANY JACQUELINE	EXPENSE REIMBURSEMENT	180.00
00416018	NIEVES, DIANE GUADALUPE	EXPENSE REIMBURSEMENT	69.91
00416020	OFFICE DEPOT INC	OFFICE SUPPLIES	4,854.92
00416029	REACH PROJECT INC	SERVICES	17,083.00
00416041	SAFESTORE INC	EVIDENCE STORAGE	4,969.20
00416042	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	2,591.20
00416044	SCHNEIDER, MICHAEL C	PER DIEM	258.00
00416047	SHIPILOV, NICHOLAS VLADIMIR	PER DIEM	258.00
00416048	SHRED IT INC	SHREDDING SERVICES	272.93
00416052	STATE OF CALIFORNIA	PAYROLL	2,762.00
00416055	T JUNG INVESTIGATIONS	BACKGROUND	4,170.18
00416056	THE GUMSHOE GROUP	BACKGROUND	13,200.00
00416064	WALKUP, GLENN ASHLEY	BACKGROUND	4,000.00
00416076	AMERICAN TROPHIES AWARDS & PROMO	MAILBOX TAGS	29.63
00416081	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	204.00
00416083	AT & T MOBILITY	PD PHONES	6,945.16
00416090	BITTNER, DESMOND D	EXPENSE REIMBURSEMENT	1,010.49
00416091	BLUE CAN TRAINING SOLUTIONS LLC	SWAT EQUIPMENT	1,350.00
00416092	BPS TACTICAL INC.	VESTS	3,927.25
00416095	CANON FINANCIAL SERVICES	LATE FEE	25.00
00416096	CANON FINANCIAL SERVICES	MONTHLY CONTRACT	89.10
00416097	CANON FINANCIAL SERVICES	MONTHLY CONTRACT	25.00
00416098	CANON FINANCIAL SERVICES	MONTHLY CONTRACT	2,419.29
00416099	CANON FINANCIAL SERVICES	MONTHLY CONTRACT	89.10
00416100	CCC POLICE CHIEFS ASSOCIATION	WORKSHOP	2,025.00
00416102	CHANDLER, JOSEPH ANTHONY	PER DIEM	172.00
00416104	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORMS	3,838.14
00416105	COLE PRO MEDIA, CORP	ENGAGEMENT ADVISING	4,000.00
00416116	CRYSTAL CLEAR LOGOS INC	UNIFORMS	43.90
00416117	CSI FORENSIC SUPPLY LLC	EVIDENCE SUPPLIES	612.04



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00416126	GALLS LLC	PD EQUIPMENT	1,044.93
00416127	GAMEPOD COMBAT ZONE	TRAINING SESSION	605.00
00416138	KOCH, MATTHEW T	PER DIEM	258.00
00416139	LASSAS, BRENDAN MICHAEL	EXPENSE REIMBURSEMENT	166.83
00416140	LC ACTION POLICE SUPPLY	AMMUNITION	7,972.00
00416148	NELSON, AMANDA SUSANNE	PER DIEM	172.00
00416151	OFFICE DEPOT INC	OFFICE SUPPLIES	277.99
00416164	SAVE MART SUPERMARKETS	OFFICE SUPPLIES	12.38
00416172	STATE OF CALIFORNIA	PAYROLL	211.00
00416175	THE GUMSHOE GROUP	BACKGROUNDS	4,400.00
00416176	TRANSUNION RISK & ALT DATA SOLUTIONS	LEO DATABASE	192.00
00416182	WALNUT CREEK FORD	KEYS	509.32
00416183	WARD, CHAD MICHAEL	PER DIEM	258.00
00949460	CHAPLIN & HILL INVESTIGATIVE SERVICES	PROFESSIONAL SERVICES	10,044.80
00949476	UBEO BUSINESS SERVICES	COPIER USAGE	1,031.48
00949484	ISSQUARED, INC	COMPUTER EQUIPMENT	3,545.29
00949491	WILLIAMS SCOTSMAN INC	STORAGE	932.78
<b>Police Community Policing</b>			
00415867	HILLCREST CHEVRON	CAR WASH	881.37
00415869	HUNT AND SONS INC	FUEL	342.08
00415912	WALNUT CREEK FORD	VEHICLE	43,557.35
00415985	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	12.00
00415989	GARCIA, ANGIE	APD FOLDERS	3,689.80
00416037	RODRIGUEZ, ALMA GABRIELA	EXPENSE REIMBURSEMENT	88.00
00416050	SP PLUS CORPORATION	PARKING ENFORCEMENT SVC	21,636.32
00416068	WENTZ, PATRICK JAMES	EXPENSE REIMBURSEMENT	27.99
00416106	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00416121	EMPLOYEE	ADVANCED DISABILITY PENSION	5,855.50
00416133	HUNT AND SONS INC	FUEL	57.17
00416165	SCHWAAB INC.	RECORDS STAMP	56.14
<b>Police Traffic Division</b>			
00415952	COLLISION RECONSTRUCTION ENGINEER	TRAFFIC	2,964.35
00415971	CROSSROADS SOFTWARE INC	TRAFFIC SOFTWARE	1,900.00
<b>Police Investigations</b>			
00415848	CONTRA COSTA COUNTY	LAB SERVICES	17,360.26
00415874	LEADSONLINE PARENT LLC	CRIME ANALYSIS	15,295.00
00415921	ALHAMBRA	WATER	225.52
00415957	CONTRA COSTA COUNTY	EXTRADITION	485.00
00416017	NICHOLAS K CORPORATION	ELECTRIC VEHICLE	49,968.84
00416045	SEROLOGICAL RESEARCH INSTITUTE	LAB SERVICES	3,950.00
00416074	ALHAMBRA	WATER	202.84
00416113	CONTRA COSTA COUNTY	REMOTE ACCESS NETWORK	198,612.00
00416161	REORLD HOLDING CORP FKA COVANTA	EVIDENCE DESTRUCTION	541.40
00416173	T MOBILE USA INC	CELL RECOVERY ANALYSIS	680.00
<b>PD Special Investigations Unit</b>			
00415939	BITTNER, DESMOND D	BUY FUNDS	10,000.00
00415981	EAN SERVICES LLC	RENTAL VEHICLES	4,731.12



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**Police Communications**

00415838	AT AND T MCI	MODEM	704.05
00415927	AMERICAN TOWER CORPORATION	TOWER FEES	274.64
00415932	AT AND T	PHONES	64.65
00415953	COMCAST	CONNECTION SERVICES	470.33
00415958	CONTRA COSTA COUNTY	RADIOS	4,826.43
00415990	GLOBALSTAR USA	SATELLITE PHONE	268.59
00416023	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00416082	AT AND T MCI	MODEM	1,245.98
00416107	COMCAST	CONNECTION SERVICES	2,715.74
00416108	COMCAST	CONNECTION SERVICES	168.53
00416111	CONTRA COSTA COUNTY	ARIES MAINTENANCE	35,070.00
00416145	MARK 43 INC	Q 3 SUBSCRIPTION	53,806.25
00416149	NET TRANSCRIPTS	TRANSCRIPTS	1,598.76

**Office Of Emergency Management**

00416082	AT AND T MCI	MODEM	472.28
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**Police Community Volunteers**

00416164	SAVE MART SUPERMARKETS	WATER	27.20
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**Police Facilities Maintenance**

00415896	REINHOLDT ENGINEERING CONSTR	TANK INSPECTION	175.00
00415897	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	350.00
00415926	AMERICAN PLUMBING INC	PLUMBING REPAIR	3,870.00
00416008	LOWES COMPANIES INC	VALVE FOR KENNELS	86.86
00416082	AT AND T MCI	MODEM	307.14
00416086	BAY ALARM COMPANY	MONTHLY MAINTENANCE	1,350.00
00416132	HONEYWELL INTERNATIONAL INC	CHILLER	54,875.00
00416167	SHERWIN WILLIAMS CO	PAINT	270.17
00949463	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	139.14

**Youth Network Services**

00415847	COMMUNITY INITIATIVES	YOUTH THEATRE PROGRAM	40,000.00
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,704.54
00416180	VERIZON WIRELESS	DATA USAGE	105.14

**Housing and Homelessness**

00416033	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	118.06
00416119	ECONOMY INN	MOTEL VOUCHER	1,120.00
00416162	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	33.84
00416180	VERIZON WIRELESS	DATA USAGE	52.72

**PSCR Administration**

00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	171.67
00416086	BAY ALARM COMPANY	MONTHLY SERVICE	175.00
00416180	VERIZON WIRELESS	DATA USAGE	52.72

**Community Development Administration**

00415887	OFFICE DEPOT INC	OFFICE SUPPLIES	239.80
00416000	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	300.00
00416075	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	82.85

**Community Development Land Planning Services**

00415880	MERIDETH, ZOE ALANNA	EXPENSE REIMBURSEMENT	212.30
00415894	PLACEWORKS INC	CONSULTANT SERVICES	2,747.63



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00415941	BOYD, MONET HELEN	EXPENSE REIMBURSEMENT	152.10
00415983	EIDEN, KITTY J	PROFESSIONAL SERVICES	150.00
00416026	PLACEWORKS INC	CONSULTING SERVICES	27,942.63
00416058	TINCLAIR, NATHAN STARR	EXPENSE REIMBURSEMENT	175.56
00416123	FEDEX	POSTAGE	12.45
00949449	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	773.58
<b>CD Code Enforcement</b>			
00415854	DATA TICKET INC	CONSULTANTS	736.00
00415857	DOOR AND WINDOW GUARD SYSTEMS INC	EQUIPMENT RENTAL	188.53
00415872	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	81.01
00415946	CACEO	WEBINAR - PEDRO CEJA	34.00
00415956	CONTRA COSTA COUNTY	RECORDING/COPY FEES	120.00
00416075	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	5.59
00416185	WINGARD CONSTRUCTION	CITATION REFUND	100.00
00416187	XIAO XIAN JIN	CITATION REFUND	346.00
<b>PW Engineer Land Development</b>			
00416082	AT AND T MCI	MODEM	59.29
00416088	BELLECCI AND ASSOCIATES	PROFESSIONAL SERVICES	1,540.00
00416180	VERIZON WIRELESS	DATA USAGE	112.28
00949449	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	244.44
00949469	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	121,652.50
<b>Community Development Building Inspection</b>			
00416075	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,540.08
<b>Capital Imp. Administration</b>			
00415887	OFFICE DEPOT INC	OFFICE SUPPLIES	43.02
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	23.09
00416020	OFFICE DEPOT INC	OFFICE SUPPLIES	79.01
00416180	VERIZON WIRELESS	DATA USAGE	21.55
<b>206</b>	<b>American Rescue Plan Fund</b>		
<b>Non Departmental</b>			
00416040	RUDRAM LLC	BRIDGE HOUSING	97,333.33
00416124	FELTON INSTITUTE	SEPTEMBER INVOICE	129,794.89
<b>211</b>	<b>Delta Fair Property Fund</b>		
<b>Non departmental</b>			
<b>Parks &amp; Open Space</b>			
00949485	KLEINFELDER INC	PROFESSIONAL SERVICES	4,024.85
00949489	STAR CONSTRUCTION INC	PROGRESS PAYMENT #5	414,410.00
<b>213</b>	<b>Gas Tax Fund</b>		
<b>Streets</b>			
00415890	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	479.55
00415916	A & A PAVING CO INC	TRAIL OVERLAY PROGRAM	193,370.00
00416156	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	145.73
<b>214</b>	<b>Animal Services Fund</b>		
<b>Animal Services</b>			
00415859	EAST BAY VETERINARY EMERGENCY	VET SERVICES	3,103.15
00415868	HILLS PET NUTRITION	PET FOOD	1,294.21
00415873	KOEFRAN SERVICES INC	CREMATION SERVICES	5,232.00
00415884	MWI VETERINARY SUPPLY CO	VET SUPPLIES	2,830.56



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00415915	ZOETIS LLC	VET SUPPLIES	904.34
00415920	AIRGAS, INC	VET SUPPLIES	299.90
00415951	COGENT SOLUTIONS AND SUPPLIES	OPERATING SUPPLIES	2,831.53
00415995	HILLS PET NUTRITION	PET FOOD	563.18
00416003	KOEFRAN SERVICES INC	CREMATION SERVICES	2,694.00
00416014	MWI VETERINARY SUPPLY CO	VET SUPPLIES	5,232.14
00416067	WEDGEWOOD PHARMACY	VET SUPPLIES	51.59
00416069	ZOETIS LLC	VET SUPPLIES	1,876.89
00416109	CONCORD FEED	CAT LITTER	478.00
00416159	RANGEL, ANDREA LORRAINE	EXPENSE REIMBURSEMENT	92.89
00416181	VICTOR MEDICAL COMPANY	RESCUE CONCENTRATE	5,527.89
00949453	IDEXX LABORATORIES INC	VET LAB SERVICES	145.98
00949468	IDEXX LABORATORIES INC	LAB SERVICES	134.29
<b>219 Recreation Fund</b>			
<b>Non departmental</b>			
00415843	CALIF, STATE OF	USE TAX REMITTANCE	9,370.01
00416112	CONTRA COSTA COUNTY	SENIOR CENTER MEAL PROG	3,908.00
00416129	HARRIEL, DORETHA	INSURANCE FEE	316.00
00416137	JOSE, AIZA	REFUND DEPOSIT	1,000.00
<b>Nick Rodriguez Community Cent</b>			
00415829	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,243.00
00415842	BRADY INDUSTRIES	JANITORIAL SUPPLIES	47.90
00415910	UNITED STATES POSTAL SERVICE	MARKETING MAIL PERMIT	175.00
00415917	AAA FIRE PROTECTION SVCS	FIRE INSPECTION	540.73
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	163.48
00415943	BRADY INDUSTRIES	JANITORIAL SUPPLIES	196.40
00416082	AT AND T MCI	MODEM	76.86
00416086	BAY ALARM COMPANY	MONTHLY MAINTENANCE	167.56
00416129	HARRIEL, DORETHA	RENTAL REFUND	195.00
00416147	MUSSON THEATRICAL, INC	THEATRE CURTAINS	17,405.09
00416178	TRI DELTA TRANSIT	TRI DELTA BUS TICKETS	5,500.00
<b>Recreation Sports Programs</b>			
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	913.09
00415944	BSN SPORTS LLC	SPORTS FIELD PAINT	414.85
00416021	OLIVER, LANCE	REFUND FIELD USE FEES	908.00
00416063	VERIZON WIRELESS	DATA USAGE	39.02
00416082	AT AND T MCI	MODEM	30.42
00416086	BAY ALARM COMPANY	MONTHLY MONITORING	150.00
00416087	BEACON ATHLETICS LLC	FIELD PREP EQUIPMENT	713.58
00416110	CONCORD SOFTBALL UMPIRES	UMPIRE SERVICES	2,464.00
00416152	OLIVER, LANCE	REFUND FIELD USE FEES	2,392.00
<b>Recreation-Comm Center</b>			
00415837	AT AND T MCI	PHONES	63.15
00415842	BRADY INDUSTRIES	JANITORIAL SUPPLIES	391.90
00415844	CERVANTES, OCTAVIO	CATERING KITCHEN CLEANING	1,460.00
00415890	PACIFIC GAS AND ELECTRIC CO	GAS	14,344.15
00415910	UNITED STATES POSTAL SERVICE	MARKETING MAIL PERMIT	175.00
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	919.93



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00415926	AMERICAN PLUMBING INC	BALL VALVE REPAIR	710.50
00415943	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,365.42
00415976	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	456.00
00416008	LOWES COMPANIES INC	MAINTENANCE SUPPLIES	72.87
00416072	AAA FIRE PROTECTION SVCS	FIRE INSPECTION	562.68
00416082	AT AND T MCI	MODEM	31.55
00416086	BAY ALARM COMPANY	MONTHLY MAINTENANCE	336.52
00416118	DESTINATION IMAGINATION	EVENT BACKGROUND	650.00
00416151	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
00416174	TERRACARE ASSOCIATES	MONTHLY PARKS MAINTENANCE	4,748.42
00949472	LSA ASSOCIATES INC	BURROWING OWL MONITORING	1,325.50
<b>Recreation Water Park</b>			
00415829	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	934.16
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	84.92
00416036	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	291.48
00416072	AAA FIRE PROTECTION SVCS	KITCHEN FIRE INSPECTION	684.63
00416082	AT AND T MCI	MODEM	177.86
00416086	BAY ALARM COMPANY	MONTHLY MAINTENANCE	546.71
00416174	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,569.33
00416179	US FOODS INC	CONCESSIONS FOOD	896.35
<b>222</b>	<b>Measure C/J Fund</b>		
<b>Streets</b>			
00415878	MCARDLE DESIGN INC	LONE TREE ENHANCEMENT	5,313.75
00415913	WATERSAVERS IRRIGATION, INC	BUCHANAN ENHANCEMENT	1,333.54
00416066	WATERSAVERS IRRIGATION, INC	BUCHANAN ENHANCEMENT	2,895.94
00949488	SITEONE LANDSCAPE SUPPLY HOLDING LLC	CONTRA LOMA MEDIAN	10,047.90
<b>229</b>	<b>Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>			
00415828	ALTA FENCE	FENCING	6,531.00
00415892	PARVINDER K GIR	DELIVERY SERVICE	7,381.35
00415901	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
00416008	LOWES COMPANIES INC	FENCE PARTS	124.81
00416024	PARVINDER K GIR	RIP-RAP DELIVERIES	17,041.27
00416025	PEPPER INVESTMENTS INC	MONTHLY SERVICE	600.00
00416049	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
00416169	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,400.00
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>			
00416082	AT AND T MCI	MODEM	121.68
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,448.63
<b>Lonetree Maintenance Zone 2</b>			
00416082	AT AND T MCI	MODEM	209.83
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	11,001.54
<b>Lonetree Maintenance Zone 3</b>			
00416082	AT AND T MCI	MODEM	91.26
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,437.75
<b>Lonetree Maintenance Zone 4</b>			
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	3,117.23



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<b>252</b>	<b>Downtown SLLMD Fund</b>		
	<b>Downtown Maintenance</b>		
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,701.12
<b>253</b>	<b>Almondridge SLLMD Fund</b>		
	<b>Almondridge Maintenance</b>		
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,434.19
<b>254</b>	<b>Hillcrest SLLMD Fund</b>		
	<b>Non departmental</b>		
	<b>Hillcrest Maintenance Zone 1</b>		
00416082	AT AND T MCI	MODEM	60.84
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,311.81
	<b>Hillcrest Maintenance Zone 2</b>		
00415834	ARBORICULTURAL SPECIALTIES, INC	TREE REMOVAL	7,680.00
00415937	BELLECCI AND ASSOCIATES	PROFESSIONAL SERVICES	424.00
00416082	AT AND T MCI	MODEM	212.94
00416084	B & D EXCAVATION & CONSTRUCTION INC	PROGRESS PAYMENT #3	85,725.00
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,632.90
	<b>Hillcrest Maintenance Zone 4</b>		
00416082	AT AND T MCI	MODEM	180.97
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,705.72
<b>255</b>	<b>Park 1A Maintenance District Fund</b>		
	<b>Park 1A Maintenance District</b>		
00416082	AT AND T MCI	PHONES	30.42
00416086	BAY ALARM COMPANY	MONTHLY SERVICE	145.00
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,451.32
<b>256</b>	<b>Citywide 2A Maintenance District Fund</b>		
	<b>Citywide 2A Maintenance Zone 3</b>		
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,526.44
	<b>Citywide 2A Maintenance Zone 4</b>		
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,306.83
	<b>Citywide 2A Maintenance Zone 5</b>		
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,452.86
	<b>Citywide 2A Maintenance Zone 6</b>		
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	3,245.21
	<b>Citywide 2A Maintenance Zone 8</b>		
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,270.46
	<b>Citywide 2A Maintenance Zone 9</b>		
00415834	ARBORICULTURAL SPECIALTIES, INC	TREE REMOVAL	6,920.00
00416082	AT AND T MCI	MODEM	121.68
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,776.72
	<b>Citywide 2A Maintenance Zone10</b>		
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,658.67
<b>257</b>	<b>SLLMD Administration Fund</b>		
	<b>Non departmental</b>		
00415843	CALIF, STATE OF	USE TAX REMITTANCE	2.72
	<b>SLLMD Administration</b>		
00415885	NUTRIEN AG SOLUTIONS	CHEMICALS	4,938.75
00415929	ANTIOCH ACE HARDWARE	SAFETY EQUIPMENT	412.12



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00416082	AT AND T MCI	PHONES	141.18
00416174	TERRACARE ASSOCIATES	TURF MOWING	935.60
<b>259</b>	<b>East Lone Tree SLLMD Fund</b>		
<b>Zone 1-District 10</b>			
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,531.92
<b>281</b>	<b>CFD 2018-01 Public Services Fund</b>		
<b>CFD 2018-01 Maintenance</b>			
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,305.14
<b>283</b>	<b>CFD 2022-01 Public Services Fund</b>		
<b>CFD 2018-01 Maintenance</b>			
00416174	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	406.85
<b>311</b>	<b>Capital Improvement Fund</b>		
<b>Public Buildings &amp; Facilities</b>			
00416186	WOODARD AND CURRAN	PROFESSIONAL SERVICE	3,212.35
<b>570</b>	<b>Equipment Maintenance Fund</b>		
<b>Non departmental</b>			
00415843	CALIF, STATE OF	USE TAX REMITTANCE	2.92
00415869	HUNT AND SONS INC	FUEL	12,702.53
00415997	HUNT AND SONS INC	FUEL	13,969.36
00416133	HUNT AND SONS INC	FUEL	22,962.53
<b>Equipment Maintenance</b>			
00415846	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	213.35
00415853	CRESCO EQUIP RENTALS & AFFILIATES	PARTS	21.25
00415864	FRED L CRABAUGH	WELD BLOCKS	150.00
00415876	LIM AUTOMOTIVE SUPPLY INC	PARTS	1,983.48
00415888	OREILLY AUTO PARTS	PARTS	858.05
00415898	SCELZI ENTERPRISES INC	CONTROL BOX	1,394.98
00415906	STOMMEL INC	PARTS	164.41
00415912	WALNUT CREEK FORD	PARTS	262.09
00415919	AFFORDABLE TIRE CENTER	TIRE PRESSURE INSPECTION	120.00
00415929	ANTIOCH ACE HARDWARE	PARTS	58.21
00415948	CHUCKS BRAKE & WHEEL SERVICE INC	PARTS	1,001.08
00416005	LES SCHWAB TIRES OF CALIFORNIA	TIRES REPAIR	2,200.53
00416006	LIM AUTOMOTIVE SUPPLY INC	PARTS	1,784.83
00416013	MUNICIPAL MAINT EQUIPMENT INC	PARTS	110.33
00416022	OREILLY AUTO PARTS	PARTS	1,785.68
00416065	WALNUT CREEK FORD	PARTS	1,171.43
00416073	AFFORDABLE TIRE CENTER	SMOG CHECK	60.00
00416089	BILL BRANDT FORD	A/C REPAIR	3,293.53
00416142	LIM AUTOMOTIVE SUPPLY INC	PARTS	441.65
00416151	OFFICE DEPOT INC	OFFICE SUPPLIES	26.98
00416154	OREILLY AUTO PARTS	PARTS	890.16
00416177	TRED SHED, THE	PARTS/TIRES	71.01
00416182	WALNUT CREEK FORD	PARTS	462.60
00949471	KIMBALL MIDWEST	SUPPLIES	1,242.19
00949473	PETERSON TRACTOR CO	PARTS	246.17



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**573 Information Services Fund**

**Information Services**

00415911	VERIZON WIRELESS	DATA USAGE	262.80
00416012	MISAC NORTHERN CA REGION	MEMBERSHIP DUES	130.00
00416082	AT AND T MCI	MODEM	117.01
00416180	VERIZON WIRELESS	DATA USAGE	262.85

**Network Support & PCs**

00415838	AT AND T MCI	MODEM	196.68
00415925	AMERICAN MESSAGING	PAGER & PAGECOPY SERVICE	95.94
00415954	COMCAST	CONNECTION SERVICES	306.80
00416077	AMS DOT NET INC	SUPPORT HOURS	5,000.00
00416082	AT AND T MCI	MODEM	81.40
00416107	COMCAST	CONNECTION SERVICES	2,715.73
00416108	COMCAST	CONNECTION SERVICES	180.89
00949459	CARTER, RONN	CAMERA OPERATOR	585.00
00949465	DIGITAL SERVICES	WEBSITE MAINTENANCE	8,880.00

**Telephone System**

00415837	AT AND T MCI	PHONES	3,249.96
00416082	AT AND T MCI	PHONES	2,277.19

**GIS Support Services**

00415841	BORELLI, GINA	CONSULTING SERVICES	9,043.00
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	46.05
00416063	VERIZON WIRELESS	DATA USAGE	38.01
00416180	VERIZON WIRELESS	DATA USAGE	2,054.99

**Office Equipment Replacement**

00416075	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	238.53
00949481	DELL COMPUTER CORP	MISC LT REPLACEMENTS	14,993.48

**577 Post Retirement Medical-Police Fund**

**Non Departmental**

00416188	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00416197	RETIREE	MEDICAL AFTER RETIREMENT	1,477.26
00416201	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00416203	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00416204	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00416206	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00416207	RETIREE	MEDICAL AFTER RETIREMENT	96.74
00416208	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00416210	RETIREE	MEDICAL AFTER RETIREMENT	1,783.68
00416211	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949454	RETIREE	MEDICAL AFTER RETIREMENT	1,108.56
00949457	RETIREE	MEDICAL AFTER RETIREMENT	2,042.82
00949486	RETIREE	MEDICAL AFTER RETIREMENT	1,720.72
00949494	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949495	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949496	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00949501	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00949502	RETIREE	MEDICAL AFTER RETIREMENT	404.78
00949504	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82



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00949505	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00949509	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949511	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949518	RETIREE	MEDICAL AFTER RETIREMENT	1,021.41
00949519	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949524	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949526	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00949528	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00949531	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00949541	RETIREE	MEDICAL AFTER RETIREMENT	1,557.12
00949546	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949547	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00949548	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949562	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949563	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00949564	RETIREE	MEDICAL AFTER RETIREMENT	232.43
00949565	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949568	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00949570	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00949577	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00949578	RETIREE	MEDICAL AFTER RETIREMENT	609.06
00949579	RETIREE	MEDICAL AFTER RETIREMENT	1,838.54
00949580	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949583	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00949592	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949595	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00949598	RETIREE	MEDICAL AFTER RETIREMENT	2,383.00
00949602	RETIREE	MEDICAL AFTER RETIREMENT	935.09
00949604	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00949605	RETIREE	MEDICAL AFTER RETIREMENT	1,438.01
00949612	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949614	RETIREE	MEDICAL AFTER RETIREMENT	1,124.55
00949617	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949618	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00949620	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949621	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00949625	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00949634	RETIREE	MEDICAL AFTER RETIREMENT	656.87
00949635	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949637	RETIREE	MEDICAL AFTER RETIREMENT	1,387.69
00949645	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949646	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949648	RETIREE	MEDICAL AFTER RETIREMENT	475.66
00949650	RETIREE	MEDICAL AFTER RETIREMENT	55.00
00949651	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949655	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00949656	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949659	RETIREE	MEDICAL AFTER RETIREMENT	353.71



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00949665	RETIREE	MEDICAL AFTER RETIREMENT	852.80
00949669	RETIREE	MEDICAL AFTER RETIREMENT	757.82
00949670	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00949672	RETIREE	MEDICAL AFTER RETIREMENT	21.52
00949674	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>			
00416189	RETIREE	MEDICAL AFTER RETIREMENT	172.00
00416192	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416193	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00416194	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00416196	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416199	RETIREE	MEDICAL AFTER RETIREMENT	419.79
00416200	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00416212	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416213	RETIREE	MEDICAL AFTER RETIREMENT	289.77
00949493	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949497	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00949498	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949500	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949503	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949508	RETIREE	MEDICAL AFTER RETIREMENT	76.69
00949513	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949516	RETIREE	MEDICAL AFTER RETIREMENT	407.77
00949517	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949520	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949521	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949522	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949525	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949532	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949535	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949538	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949540	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949542	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949543	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949544	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949545	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949552	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949553	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949554	RETIREE	MEDICAL AFTER RETIREMENT	155.52
00949555	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00949556	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949560	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949561	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949571	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949572	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949576	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949582	RETIREE	MEDICAL AFTER RETIREMENT	79.69



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00949587	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949588	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949589	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949591	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949593	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949599	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949601	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949607	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949611	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00949613	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949615	RETIREE	MEDICAL AFTER RETIREMENT	42.00
00949619	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949622	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949624	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949628	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949633	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949636	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949641	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949653	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949658	RETIREE	MEDICAL AFTER RETIREMENT	24.32
00949661	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949668	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949671	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949673	RETIREE	MEDICAL AFTER RETIREMENT	316.38
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>			
00416190	RETIREE	MEDICAL AFTER RETIREMENT	1,476.00
00416191	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00416195	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416198	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00416202	RETIREE	MEDICAL AFTER RETIREMENT	397.82
00416205	RETIREE	MEDICAL AFTER RETIREMENT	81.52
00416209	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00416214	RETIREE	MEDICAL AFTER RETIREMENT	445.66
00416215	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00416216	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949499	RETIREE	MEDICAL AFTER RETIREMENT	316.68
00949506	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949507	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949510	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00949512	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00949514	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00949515	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949523	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949527	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949529	RETIREE	MEDICAL AFTER RETIREMENT	92.00
00949530	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00949533	RETIREE	MEDICAL AFTER RETIREMENT	683.04



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00949534	RETIREE	MEDICAL AFTER RETIREMENT	209.01
00949536	RETIREE	MEDICAL AFTER RETIREMENT	451.37
00949537	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949539	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00949549	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949550	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949551	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949557	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00949558	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949559	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949566	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00949567	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00949569	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949573	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949574	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00949575	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00949581	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949584	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949585	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949586	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949590	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00949594	RETIREE	MEDICAL AFTER RETIREMENT	656.20
00949596	RETIREE	MEDICAL AFTER RETIREMENT	609.06
00949597	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949600	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00949603	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00949606	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00949608	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00949609	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949610	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949616	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949623	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949626	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949627	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949629	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949630	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00949631	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949632	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00949638	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949639	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949640	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949642	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00949643	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00949644	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949647	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00949649	RETIREE	MEDICAL AFTER RETIREMENT	318.86
00949652	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949654	RETIREE	MEDICAL AFTER RETIREMENT	552.38



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00949657	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00949660	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949662	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949663	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00949664	RETIREE	MEDICAL AFTER RETIREMENT	1,605.42
00949666	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00949667	RETIREE	MEDICAL AFTER RETIREMENT	1,987.00
<b>611</b>	<b>Water Fund</b>		
	<b>Non departmental</b>		
00415840	BISHOP CO	BROOMS	649.19
00415843	CALIF, STATE OF	USE TAX REMITTANCE	5.96
00415862	FASTENAL CO	SUPPLIES	6,384.68
00415943	BRADY INDUSTRIES	JANITORIAL SUPPLIES	3,375.98
00415984	FASTENAL CO	SUPPLIES	1,634.11
00416008	LOWES COMPANIES INC	DESINFECTANT SPRAY	312.13
00949452	GRAINGER INC	SUPPLIES	1,575.95
00949467	GRAINGER INC	SUPPLIES	1,826.61
	<b>Water Supervision</b>		
00416039	RUBIO, RAFAEL	CHECK REPLACEMENT	193.72
00416063	VERIZON WIRELESS	DATA USAGE	76.02
00416180	VERIZON WIRELESS	DATA USAGE	198.27
	<b>Water Production</b>		
00415837	AT AND T MCI	PHONES	126.28
00415850	CONTRA COSTA WATER DISTRICT	RAW WATER	1,513,037.57
00415863	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	273.51
00415866	HACH CO	LAB SUPPLY	126.85
00415876	LIM AUTOMOTIVE SUPPLY INC	AUTO HOSE	77.02
00415879	MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	2,660.00
00415886	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	790.00
00415887	OFFICE DEPOT INC	OFFICE SUPPLIES	12.11
00415890	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	73.93
00415896	REINHOLDT ENGINEERING CONSTR	TANK INSPECTION-DONLON	175.00
00415897	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	350.00
00415906	STOMMEL INC	UPFIT PARTS	631.36
00415929	ANTIOCH ACE HARDWARE	BOLTS	75.68
00415968	CONTRA COSTA HEALTH SERVICES	HAZMAT	1,221.00
00415987	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	554.65
00415993	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00415994	HARRINGTON INDUSTRIAL PLASTICS LLC	PVC	36.82
00415996	HOME DEPOT, THE	PARTS AND TOOLS	148.23
00416001	KARL NEEDHAM ENTERPRISES INC	SLUDGE DISPOSAL	29,012.87
00416006	LIM AUTOMOTIVE SUPPLY INC	BULB	7.12
00416008	LOWES COMPANIES INC	PARTS	55.75
00416011	MCMASTER CARR SUPPLY CO	ROUTING CLAMP	224.31
00416020	OFFICE DEPOT INC	OFFICE SUPPLIES	54.04
00416032	RICE LAKE WEIGHING SYSTEMS INC	BALANCE CERTIFICATION	160.00
00416038	ROYAL BRASS INC	HOSE ASSEMBLY	148.08
00416051	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	14.84



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00416053	STATE WATER RES CONTROL BOARD	LAB CERTIFICATE RENEWAL	5,525.00
00416062	UNIVAR SOLUTIONS USA INC	CHEMICALS	62,577.00
00416063	VERIZON WIRELESS	DATA USAGE	38.01
00416082	AT AND T MCI	MODEM	824.85
00416086	BAY ALARM COMPANY	MONTHLY MAINTENANCE	1,739.22
00416103	CITY OF BRENTWOOD	GROUNDWATER SUPPORT SVC	260.00
00416130	HARRINGTON INDUSTRIAL PLASTICS LLC	PVC	2,352.71
00416132	HONEYWELL INTERNATIONAL INC	SERVICE/REPAIR	2,984.60
00416151	OFFICE DEPOT INC	OFFICE SUPPLIES	1,269.16
00416180	VERIZON WIRELESS	DATA USAGE	145.70
00949450	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,587.38
00949451	EUROFINS EATON ANALYTICAL INC	TESTING	4,592.00
00949452	GRAINGER INC	SERVER RACK	1,346.95
00949461	CHEMTRADE CHEMICALS US LLC	CHEMICALS	17,920.21
00949466	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	24.00
00949468	IDEXX LABORATORIES INC	LAB SUPPLIES	277.71
00949476	UBEO BUSINESS SERVICES	COPIER INK	69.60
<b>Water Distribution</b>			
00415845	CHECK PROCESSORS INC	LOCKBOX PROCESSING	481.93
00415865	G AND S PAVING	SERVICE CUTS	29,107.55
00415887	OFFICE DEPOT INC	OFFICE SUPPLIES	12.11
00415889	PACE SUPPLY CORP	COPPER PIPE	34,521.34
00415914	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER	5,481.94
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	844.22
00415929	ANTIOCH ACE HARDWARE	PIPE SUPPLIES	209.33
00415934	BACKFLOW DISTRIBUTORS INC	BACKFLOW DEVICES	11,195.14
00415945	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	600.00
00415974	CWEA SFBS	MEMBERSHIP DUE	239.00
00416008	LOWES COMPANIES INC	SMALL TOOLS	1,409.69
00416019	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	796.00
00416031	RHODES, MICHAEL LEE	EXPENSE REIMBURSEMENT	209.00
00416035	ROBERTS AND BRUNE CO	COPPER	15,013.80
00416061	UNDERGROUND REPUBLIC WATER WORKS	BALL VALVES	182.56
00416063	VERIZON WIRELESS	DATA USAGE	43.10
00416078	ANTIOCH ACE HARDWARE	SMALL TOOLS	58.82
00416082	AT AND T MCI	MODEM	30.42
00416085	BACKFLOW DISTRIBUTORS INC	BACKFLOW	33,222.33
00416086	BAY ALARM COMPANY	MONTHLY MAINTENANCE	105.00
00416093	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	19,987.50
00416125	FURBER SAW INC	SMALL TOOLS	569.56
00416128	GRANITE CONSTRUCTION CO	EZ STREET	2,213.60
00416135	ISINGS CULLIGAN	WATER	32.33
00416151	OFFICE DEPOT INC	OFFICE SUPPLIES	87.78
00416155	PACE SUPPLY CORP	HYDRANTS	9,993.14
00416180	VERIZON WIRELESS	DATA USAGE	7,518.93
00949448	BADGER METER INC	CELLULAR SERVICE	21,813.00
00949467	GRAINGER INC	SMALL TOOLS	490.16
00949476	UBEO BUSINESS SERVICES	PRINTER SERVICE	1,028.93



CLAIMS BY FUND REPORT  
FOR THE REPORT OF  
OCTOBER 11 - OCTOBER 31, 2024  
FUND/CHECK#

**Public Buildings & Facilities**

00415973	CSI METRICS LLC	PROFESSIONAL SERVICES	6,715.92
00416057	THOMAS C. PAVLETIC	PROFESSIONAL SERVICES	1,620.00
00416101	CDM SMITH INC	PROFESSIONAL SERVICES	58,973.41
00949449	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	409.34
00949480	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	45,394.25

**Water Systems**

00415889	PACE SUPPLY CORP	METER BOX LIDS	6,334.11
00416155	PACE SUPPLY CORP	METER BOX LIDS	25,431.27

**621 Sewer Fund**

**Swr-Wastewater Administration**

00415845	CHECK PROCESSORS INC	LOCKBOX PROCESSING	481.93
00415865	G AND S PAVING	SERVICE CUTS	29,107.50
00415882	MUNICIPAL MAINT EQUIPMENT INC	PARTS	254.21
00415887	OFFICE DEPOT INC	OFFICE SUPPLIES	56.78
00415914	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER	5,481.94
00415924	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	33.19
00415926	AMERICAN PLUMBING INC	PLUMBING REPAIR	355.00
00415929	ANTIOCH ACE HARDWARE	PARTS	1,158.56
00415936	BEACH, TOBY ALAN	EXPENSE REIMBURSEMENT	254.00
00415945	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	600.00
00415974	CWEA SFBS	CERTIFICATION RENEWAL	1,072.00
00415977	DEOLIVEIRA, DYLAN	EXPENSE REIMBURSEMENT	413.00
00416008	LOWES COMPANIES INC	BOTTLED WATER	924.98
00416020	OFFICE DEPOT INC	OFFICE SUPPLIES	48.71
00416082	AT AND T MCI	MODEM	61.97
00416093	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	19,987.50
00416122	FASTSIGNS	DECALS	313.69
00416128	GRANITE CONSTRUCTION CO	EZ STREET	2,213.60
00416135	ISINGS CULLIGAN	WATER	32.32
00416136	JACK DOHENY COMPANY	CAMERA REPAIR	11,779.97
00416160	RED CLOUD INC	THREE MOTOROLA RADIOS	1,092.01
00416168	SIGNARAMA	DOORHANGERS	353.16
00416180	VERIZON WIRELESS	DATA USAGE	2,528.20
00949467	GRAINGER INC	POND SUPPLIES	101.86
00949474	SCOTTO, CHARLES W AND DONNA F	NOVEMBER 2024 RENT	5,350.00
00949476	UBEO BUSINESS SERVICES	COPIER	119.96
00949484	ISSQUARED, INC	COMPUTER EQUIPMENT	867.66

**631 Marina Fund**

**Marina Administration**

00415896	REINHOLDT ENGINEERING CONSTR	TANK INSPECTION-MARINA	175.00
00415943	BRADY INDUSTRIES	JANITORIAL SUPPLIES	82.81
00416008	LOWES COMPANIES INC	SMALL TOOLS	588.32
00416063	VERIZON WIRELESS	DATA USAGE	21.55
00416086	BAY ALARM COMPANY	MONTHLY MAINTENANCE	369.16



AS SUCCESSOR AGENCY TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIM BY FUND REPORT  
FOR THE PERIOD OF  
OCTOBER 11 - OCTOBER 31, 2024  
FUND/CHECK#

<b>431</b>	<b>Redevelopment Obligation Retirement Fund (for former Project Area #1)</b>		
<b><i>Non departmental</i></b>			
00415935	BANK OF NEW YORK MELLON	FY26 FISCAL AGENT FEE	2,475.00



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

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

**SUBJECT:** REJECTION OF CLAIM: MONIE RENEE ELLIS

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### **RECOMMENDED ACTION**

It is recommended that the City Council reject the claim submitted by Monie Renee Ellis.

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

### **ATTACHMENTS**

None.




## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Carlos Zepeda, Deputy Public Works Director

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

**SUBJECT:** Ratification of the First Amendment to the Telecommunication Network License and Encroachment Agreement with Crown Castle Fiber LLC

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution ratifying the First Amendment to the Telecommunication Network License and Encroachment Agreement with Crown Castle Fiber LLC attached as Exhibit "1" to the Resolution.

### **FISCAL IMPACT**

Crown Castle Fiber LLC ("Crown Castle") will continue to pay the City an annual per pole infrastructure fee for each of the four City-owned streetlight poles located within the City's right-of-way on which Crown Castle locates their equipment. The current infrastructure fee is \$761.09 per pole per year. The infrastructure fee escalates annually by the change in CPI-U for the San Francisco area or 3%, whichever is greater. Crown Castle will continue to pay the City a right-of-way use fee of 5% annual revenue share or \$500 per facility per year, whichever is greater. Crown Castle will also pay the City a one-time administrative fee of \$5,000.

### **DISCUSSION**

#### **Background**

Crown Castle owns, maintains, operates and controls telecommunications networks serving wireless carriers and other customers through fiber-fed distributed antenna system facilities in public rights-of-way in accordance with regulations promulgated by the Federal Communications Commission ("FCC") and the California Public Utilities Commission.

On July 24, 2012, the City Council approved a Telecommunication Network License and Encroachment Agreement (the "Agreement") with Crown Castle's predecessor-in-interest NextG Networks of California, Inc., whereby the City authorized Crown Castle's encroachment upon, use and occupation of certain portions of the City's public rights-of-way and vertical infrastructure—four City-owned streetlight poles—for the purposes of

installing, maintaining, operating, controlling, relocating and removing Crown Castle's equipment. The Agreement expired on July 24, 2022. Following expiration of the Agreement, Crown Castle continued its use of the four City-owned streetlight poles pursuant to the Agreement in holdover, including payments to the City.

On September 26, 2018, in between the Agreement's approval by City Council and term expiration, the FCC adopted a Declaratory Ruling and Third Report and Order in the Matter of Accelerating Broadband Deployment by Removing Barriers to Infrastructure Investment ("FCC Order"). The FCC Order established a new classification for so-called small wireless facilities, similar to those installed under this Agreement, that imposes substantial restrictions on state and local governments' ability to regulate these facilities. The FCC Order limits the extent to which local agencies may impose fees on small wireless facility deployments on City-owned infrastructure, including for use of the public right-of-way and attachment rights to structures in the public right-of-way that are owned or controlled by local governments. Prior to the FCC Order, local jurisdictions were able to negotiate compensation with wireless providers for access to municipal-owned poles. After the FCC Order, local governments are required to offer cost-based access. The FCC established \$270 per pole per year as a safe harbor amount that local governments could charge without risk of being challenged by providers on the basis that local fee exceeded the costs attributable to the pole attachment.

#### Analysis

Staff recommends the City Council ratify the First Amendment to Telecommunication Network License and Encroachment Agreement with Crown Castle Fiber LLC ("First Amendment") which was improperly executed to reinstate, renew and amend the Agreement. Under this First Amendment, the parties will maintain the existing compensation structure under the Agreement rather than enter into a new agreement subject to the FCC Order's limitations on such compensation.

Crown Castle will continue paying an infrastructure fee, currently set at \$761.09 per pole per year, under the terms of the First Amendment. The infrastructure fee will continue to escalate annually by the change in CPI-U for the San Francisco area or 3%, whichever is greater. Crown Castle will continue paying a right-of-way use fee of 5% annual revenue share or \$500 per facility per year, whichever is greater. Crown Castle will also pay to the City a one-time administrative fee of \$5,000 for entering into the First Amendment.

The First Amendment will reinstate and renew the Agreement for three additional five-year terms that renew automatically unless the Agreement has been earlier terminated. Any additional renewal terms beyond these three will require an additional amendment to the Agreement. The First Amendment will also update the payment procedures, insurance requirements, and contractual notice requirements.

#### CEQA

Pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, *et seq.*, as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively, "CEQA"), approval of the First Amendment does not constitute a "project" within the meaning of Public Resources Code Section 21065 and title 14 of the California Code of Regulations section 15378, because

there is no potential these activities will result in a direct or reasonably foreseeable indirect physical change in the environment. The First Amendment merely extends the agreement that authorizes Crown Castle to continue occupying four individual City poles to provide wireless services. These wireless facilities have already been constructed and will not be altered or modified by the First Amendment. Any future alterations or modifications to these facilities that may cause physical change in the environment would be subject to an independent CEQA analysis. Accordingly, the First Amendment will not cause any direct or reasonably foreseeable physical change in the environment.

Moreover, even if approval of the First Amendment did comprise a project for CEQA analysis, then it would fall within the "common sense" exemption set forth in CEQA Guidelines Section 15061(b)(3), which excludes projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Because the First Amendment would not result in any physical change in the environment there is no possibility of significant effects. No unusual circumstances exist. Accordingly, no further environmental review is required. This determination reflects the City's independent judgment and analysis.

#### **ATTACHMENTS**

##### **A. Resolution**

Exhibit 1. First Amendment to Telecommunication Network License and Encroachment Agreement with Crown Castle Fiber LLC, dated July 31, 2023

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
RATIFYING THE FIRST AMENDMENT TO TELECOMMUNICATION NETWORK  
LICENSE AND ENCROACHMENT AGREEMENT WITH  
CROWN CASTLE FIBER LLC**

**WHEREAS**, the City of Antioch ("City") owns certain vertical infrastructure, such as streetlight poles, located in the public rights-of-way;

**WHEREAS**, Crown Castle Fiber LLC ("Crown Castle") owns, maintains, operates and controls telecommunications networks serving wireless carriers and other customers through fiber-fed distributed antenna system facilities in public rights-of-way in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission;

**WHEREAS**, on July 24, 2012, the City Council approved a Telecommunication Network License and Encroachment Agreement (the "Agreement") with Crown Castle's predecessor-in-interest NextG Networks of California, Inc., whereby the City authorized Crown Castle's encroachment upon, use and occupation of certain portions of the City's public rights-of-way and vertical infrastructure—four City-owned streetlights—for the purposes of installing, maintaining, operating, controlling, relocating and removing Crown Castle's equipment;

**WHEREAS**, the term of the Agreement expired on July 24, 2022, and thereafter Crown Castle continued its use of the four City-owned streetlight poles pursuant to the Agreement in holdover, including payments to the City;

**WHEREAS**, the City Council has considered ratifying the First Amendment to Telecommunication Network License and Encroachment Agreement ("First Amendment") under which Crown Castle will be granted the right to continue operating and maintaining its existing four wireless communication facilities installed on City-owned streetlight poles in the public rights-of-way for three additional five-year terms that renew automatically unless the Agreement has been earlier terminated, subject to the same terms and conditions provided in the Agreement, except as amended by the First Amendment including updates to the payment procedures, insurance requirements, and contractual notice requirements; and

**WHEREAS**, under the terms of the First Amendment, Crown Castle will continue paying an infrastructure fee, currently set at \$761.09 per pole per year; the infrastructure fee will continue to escalate annually by the change in CPI-U for the San Francisco area or 3%, whichever is greater; Crown Castle will continue paying a right-of-way use fee of 5% annual revenue share or \$500 per facility per year, whichever is greater; and Crown Castle will also pay to the City a one-time administrative fee of \$5,000 for entering into the First Amendment.

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

**RESOLUTION NO. 2024/xxx**

November 12, 2024

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Section 1. Finds the recitals above are true and correct and are incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

Section 2. Ratifies the First Amendment with Crown Castle attached as Exhibit "1" to this Resolution which was improperly executed.

Section 3. Finds that pursuant to the California Environmental Quality Act of 1970, Public Resources Code § 21000, *et seq.*, as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively, "CEQA"), approval of the First Amendment does not constitute a "project" within the meaning of Public Resources Code Section 21065 and title 14 of the California Code of Regulations section 15378 because there is no potential these activities will result in a direct or reasonably foreseeable indirect physical change in the environment. The First Amendment merely extends the agreement that authorizes Crown Castle to continue occupying four individual City poles to provide wireless services. These wireless facilities have already been constructed and will not be altered or modified by the First Amendment. Any future alterations or modifications to these facilities that may cause physical change in the environment would be subject to an independent CEQA analysis. Accordingly, the First Amendment will not cause any direct or reasonably foreseeable physical change in the environment.

Moreover, even if approval of the First Amendment did comprise a project for CEQA analysis, then it would fall within the "common sense" exemption set forth in CEQA Guidelines Section 15061(b)(3), which excludes projects where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Because the First Amendment would not result in any physical change in the environment there is no possibility of significant effects. No unusual circumstances exist. Accordingly, no further environmental review is required. This determination reflects the City's independent judgment and analysis.

Section 4. Declares that if any section, subsection, paragraph, sentence, clause, phrase or term (each a "Provision") in this Resolution or any Provision's application to any person or circumstance, is held illegal, invalid or unconstitutional by a court of competent jurisdiction, then all other Provisions not held illegal, invalid or unconstitutional, or such Provision's application to other persons or circumstances, shall not be affected. The City Council declares that it would have passed this Resolution, and each Provision therein, whether any one or more Provisions be declared illegal, invalid or unconstitutional.

Section 5. Declares that this Resolution shall become effective immediately on the date of its passage and adoption by the City Council and shall remain effective until amended, superseded or repealed by a separate resolution adopted by the City Council.

**RESOLUTION NO. 2024/xxx**

November 12, 2024

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Section 6. Directs the City Clerk to post and/or publish this Resolution as may be required by applicable law.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of November 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## EXHIBIT "1"

### FIRST AMENDMENT TO TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT

THIS FIRST AMENDMENT TO TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT ("**First Amendment**"), effective as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of Antioch, a California municipal corporation (the "**City**" or "**Licensors**"), and Crown Castle Fiber LLC, a New York limited liability company ("**Licensee**"). The City and Licensee are each individually referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**."

#### RECITALS

**WHEREAS**, the City and Licensee's predecessor-in-interest Crown Castle NG West Inc., formerly known as NextG Networks of California, Inc., a Delaware corporation, entered into that certain Telecommunication Network License and Encroachment Agreement dated August 7, 2012 (the "**Agreement**"), as approved by the City of Antioch City Council on July 24, 2012, whereby the City authorized Licensee's encroachment upon, use and occupation of certain portions of the City's public rights-of-way and vertical infrastructure for the purposes of installing, maintaining, operating, controlling, relocating and removing Licensee's Facilities (as defined in the Agreement); and

**WHEREAS**, Licensee owns, maintains, operates, and controls, in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission ("**CPUC**"), telecommunications networks serving wireless carrier and other customers through fiber-fed distributed antenna system facilities in public rights-of-way, among other locations, in the State of California; and

**WHEREAS**, Licensee is a competitive local exchange carrier and holds a valid full facilities-based Certificate of Public Convenience and Necessity issued by the CPUC to provide access to telecommunication services in California; and

**WHEREAS**, pursuant to Section 3 of the Agreement, the term of the Agreement expired on July 24, 2022, and the City and Licensee desire to reinstate, ratify and amend the Agreement for three additional five-year renewal terms; and

**WHEREAS**, the City and Licensee also desire to amend the Agreement to modify the payment process, insurance and notice sections thereof.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

//  
//  
//

## AGREEMENT

1. **Reinstatement and Ratification.** The Agreement, including all amendments thereto, if any, entered into prior to the date hereof, is attached hereto as **Exhibit 1**. The City and Licensee hereby reinstate, ratify, confirm and adopt the Agreement, as amended herein, as of the latter signature date below.

2. **Extension of Term.** Section 3 of the Agreement is deleted in its entirety and replaced as follows:

Section 3. Term and Renewal. Notwithstanding anything to the contrary provided herein, this Agreement was effective for an initial ten (10) year term commencing July 24, 2012, and expiring on July 24, 2022 (the "**Initial Term**"). Commencing July 24, 2022, the term of this Agreement automatically renewed for one additional five (5) year term (the "**First Renewal Term**") expiring on July 24, 2027. Following the expiration of the First Renewal Term, this Agreement shall automatically renew for one additional five (5) year term (the "**Second Renewal Term**") unless the Agreement has been earlier terminated. Following the expiration of the Second Renewal Term, this Agreement shall automatically renew for one additional five (5) year term (the "**Third Renewal Term**") unless the Agreement has been earlier terminated. The expiration of the Third Renewal Term shall be treated as the termination of this Agreement unless the Agreement has been earlier terminated. Any additional renewal terms beyond the three described above shall require the mutual consent of the Parties in a written amendment to this Agreement. The Initial Term, First Renewal Term, Second Renewal Term and Third Renewal Term are collectively referred to herein as the "**Term**". Licensee has no right to holdover beyond the expiration or termination of this Agreement. Nothing contained herein shall be construed as consent by the City to any holding over by Licensee.

3. **Payment Identification.** Section 6.j. of the Agreement is deleted in its entirety and replaced as follows:

j. Each check from Licensee to the City shall bear on the face thereof the following City Account Number: 1001250-44810. In addition to the foregoing, the payment stub or invoice accompanying the payment shall also identify the approximate locations and site numbers the four (4) Licensee's Facilities as follows:

Prewett Ranch Rd / Hillcrest Ave (NW corner) SF74XB986 SPR-NORCAL-005;  
Prewett Ranch Rd / Oneida Way (N side) SF74XB986 SPR-NORCAL-016;  
Prewett Ranch Rd / Forty Niner Way (SE corner) SF74XB986 SPR-NORCAL-003M1; and 5401 Geronimo Ct (SW corner) SF74XB986 SPR-BRB-04 5401

4. **Payment Process.** Section 6.k. of the Agreement is deleted in its entirety and replaced as follows:

k. The City reserves the right to change the place and time of payment and the City Account Number at any time upon 60 days prior written notice to Licensee pursuant to Section 33. Licensee shall make payments due and owing to the City pursuant to this Agreement separate from any other payments that Licensee may owe to the City: (i) in the City's proprietary capacity pursuant to any other agreements; or (ii) in the City's governmental regulatory capacity. No payment by Licensee or receipt by the City of a lesser amount than payment due will be deemed to be other than a payment made on account toward the total payment due, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. The City's acceptance of such checks or payment will be without prejudice to the City's right to recover the balance of the amount due or pursue any other remedy in this Agreement.

5. **Insurance.** Section 19 of the Agreement is deleted in its entirety and replaced as follows:

Section 19. Insurance. Licensee shall procure and keep in effect at all times during the Term, at Licensee's sole cost and expense, insurance policies with at least the coverage and limits as stated in this Section 19. The required limits may be met by a combination of primary and excess or umbrella insurance. Licensee shall require its contractors or subcontractors to obtain and maintain substantially the same coverage as required by Licensee or Licensee shall insure their activities in connection with this Agreement, prior to performing any work in, on, under or above the Public Rights-of-Way, Municipal Facilities or Licensee's Facilities. The City shall have the right to reasonably amend or replace the insurance requirements and other obligations contained herein on sixty (60) days' prior written notice to Licensee, during such time the parties agree to cooperate in good-faith on any such amendments. Any noncompliance with any insurance requirements in this Agreement shall be a material default by Licensee.

a. Required Insurance Policies and Limits.

1. Commercial General Liability Insurance. Licensee shall obtain and maintain commercial general liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability meeting the indemnification provisions herein; independent contractors; and personal and advertising injury) with a limit of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate.
2. Commercial Automobile Liability Insurance. Licensee shall obtain and maintain commercial automobile liability insurance, covering all owned, non-owned and hired autos, in an amount of Two Million Dollars

(\$2,000,000) combined single limit each accident for bodily injury and property damage.

3. Workers' Compensation Insurance. Licensee shall obtain and maintain workers' compensation insurance per California statutory limits with Employer's Liability Limits of One Million Dollars (\$1,000,000) per each accident/disease per employee/disease-policy limit.
4. Excess/Umbrella Liability Insurance. Licensee shall maintain excess/umbrella liability with a limit of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability insurance required herein.
5. "All Risk" Property Insurance. Licensee shall obtain and maintain a property insurance policy for perils usual to a standard "all risk" insurance policy that covers all Licensee's Facilities within the Public Rights-of-Way, and with limits equal to the cumulative replacement value for all such Licensee's Facilities which may be partially or wholly self-insured.

b. Required Endorsements.

1. Commercial General Liability Insurance and Commercial Automotive Liability Insurance policies must contain the following endorsements: (i) include the City, its officers, officials, agents, employees and volunteers as additional insureds as their interest may appear under this Agreement; (ii) that such policies are primary insurance to any other insurance available to the additional insureds with respect to any claims that arise in connection with this Agreement; (iii) that such insurance applies separately to each insured against whom a claim is made or brought, except with respect to limits; (iv) that such policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage as to any other included insured; and (v) that such policies shall afford coverage for all claims based on acts, omissions, for bodily injury or property damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period.
2. All insurance policies required to be maintained by Licensee under this Agreement shall be endorsed to provide thirty days' prior written notice of cancellation except for non-payment of premium to both Licensee and the City. In the event that Licensee receives a notice of intent to cancel or notice of cancellation for any coverage required under this Agreement, Licensee shall forward such notice to the City within one business day and

promptly take action to prevent cancellation, reinstate cancelled coverage or obtain coverage from a different insurer qualified under this Section 19.

3. All insurance policies required to be maintained by Licensee under this Agreement shall contain a standard separation of insureds provision. No insurance policies required to be maintained by Licensee under this Agreement may contain any special limitations on the scope of protections to the City or any City Indemnified Parties.
- c. Claims-Made Policies. In the event that any required insurance under this Agreement is provided under a claims-made form, Licensee shall continuously maintain such coverage throughout the Term and, without lapse, for three years after this Agreement expires or terminates, to the effect that, should any event during the Term give rise to a claim brought after this Agreement expires or terminates, such claims will be covered under Licensee's claims-made policies. The provisions in this Section 19.c. shall survive this Agreement's expiration or termination.
- d. General Aggregate Limit. The general aggregate limit for any required insurance under this Agreement must be double the per-occurrence or claims limits specified in Section 19.a. when coverage includes a general annual aggregate limit or provides that claims investigation or legal defense costs will be included in such general annual aggregate limit.
- e. Certificates. On or before August 1st each year of the Term, Licensee shall deliver to the City all insurance certificates and endorsements from Licensee's insurance providers in a form reasonably satisfactory to the City that evidences all the required coverages under this Agreement. Complete copies of all required policies will be made available for the City's review at a mutually agreeable location. In addition, Licensee shall promptly deliver to the City all certificates after Licensee receives a request from the City.
- f. Insurer Qualifications. Licensee's insurance providers must be licensed or authorized to do business in California and must meet or exceed an A.M. Best's Key Rating A-VII or its equivalent. Any other insurance providers shall require the prior approval by the City's Risk Manager, which approval may be refused in the City Risk Manager's sole discretion.
- g. Waiver of Subrogation. Licensee and Licensee's required insurers each hereby waives any right of recovery against the City for any loss or damage sustained by Licensee with respect to the Public Rights-of-Way, Municipal Facilities or Licensee's Facilities, in whole or in part, the contents on, under, above or within the Public Rights-of-Way or Municipal Facilities or any operation therein, whether such loss is caused by the City's fault or negligence or not, and to the extent such loss or damage is covered by insurance obtained by Licensee under this Agreement or is actually covered by insurance obtained

by Licensee. Licensee agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Public Rights-of-Way, Municipal Facilities or Licensee's Facilities, but the failure to obtain any such endorsement will not affect the waivers in this Section 19.g.

- h. **Prohibition Against Self-Insurance Alternatives.** Licensee shall not be permitted to meet its insurance obligations under this Agreement through self-insurance without prior written consent from the City, which the City may withhold in its sole discretion for any or no reason. The City hereby consents to Licensee's self-insurance of the property insurance required by Section 19.a.5. above. In the event that the City consents to allow Licensee to self-insure as an alternative insurance program, such consent will not be deemed: (1) an amendment or implied waiver to any other requirement in this Agreement; (2) to extend to any assignee or successor to Licensee; or (3) to waive or lessen Licensee's obligation to comply with Section 19.i.
- i. **Contractor's Bonds and Insurance.** Licensee shall ensure that any person or entity performing work or service on Licensee's behalf or for Licensee's benefit pursuant to this Agreement within the Public Rights-of-Ways or on any Municipal Facilities shall secure or provide all insurance required to be secured or provided under this Section 19, and shall provide the City with evidence to show insurance exist before the City issues any permits for such work. In the event that any applicable law imposes any bonding or insurance requirements on Licensee's contractors or subcontractors that are more protective to the City's interests, such requirements shall control over the requirements in this Section 19.
- j. **City's Right to Terminate.** The City may elect, in its sole and absolute discretion, to terminate this Agreement on written notice to Licensee if Licensee allows any required insurance coverage to lapse and does not reinstate the lapsed insurance coverage within ten days after Licensee receives such written notice.
- k. **No Limitation on Licensee's Indemnification Obligations.** Licensee's insurance obligations under this Section 19 in no way relieves, decreases or modifies Licensee's liability or Licensee's obligations to indemnify, protect and hold the City and any City Indemnified Parties harmless under any other provision in this Agreement.

4. **Notices.** Section 33 of the Agreement is deleted in its entirety and replaced as follows:

Any notice or demand required to be given herein shall be made in writing and sent by United States Postal Service certified or registered mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service, courier fee prepaid, to the address of the respective Parties set forth below:

**To LICENSOR:**

If by U.S. Mail:

City of Antioch  
Attn: City Manager's Office –  
LEGAL Notice  
P.O. Box 5007  
Antioch, CA 94531-5007

If by overnight courier:

City of Antioch  
Attn: City Manager's Office – LEGAL  
Notice  
200 H Street  
Antioch, CA 94509-1285

With a true and complete copy simultaneously sent to:

If by U.S. Mail:

City of Antioch  
Attn: City Attorney's Office –  
LEGAL Notice  
P.O. Box 5007  
Antioch, CA 94531-5007

If by overnight courier:

City of Antioch  
Attn: City Attorney's Office – LEGAL  
Notice  
200 H Street  
Antioch, CA 94509-1285

**To LICENSEE:**

Crown Castle Fiber LLC  
Attn: Contracts Management  
2000 Corporate Drive  
Canonsburg, PA 15317

With a true and complete copy simultaneously sent to:

Crown Castle Fiber LLC  
Attn: Teddy Adams, SVP Legal  
2000 Corporate Drive  
Canonsburg, PA 15317

Licensee's 24/7 Network Operations Center Contact Information:

Phone Number: 1-888-632-0931  
Email: SCN.NOC@crowncastle.com

All notices, demands or other correspondence in connection with this Agreement will be deemed to have been delivered upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing or the date an attempt to make delivery fails if undeliverable to the specified address. Notice to Licensee must be delivered to the postal addresses provided above. Any copies required to be given or notice delivered by way of telephone, e-mail, or other electronic means

constitute an administrative step for the Parties' convenience and not actual notice. A Party may change its notice addresses from time-to-time by written notice sent to the other Party's then-current notice address.

5. **Administrative Fee.** Separate from any other sums due from Licensee to the City, Licensee shall pay to the City a one-time fee in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) ("**Administrative Fee**") due to the City within forty-five (45) days after the Effective Date of this First Amendment. The Administrative Fee is intended to reimburse the City for all of its costs and expenses to engage in the negotiations for and submission of this First Amendment to the City of Antioch City Council. The Parties agree that the City shall fully earn such Administrative Fee upon the full execution of this First Amendment, and that the Administrative Fee does not constitute fees otherwise owed by Licensee to the City under the Agreement or any offset to fees otherwise owed by Licensee to the City under the Agreement or any other amount due from Licensee to the City.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

7. **Miscellaneous.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement. Unless otherwise specified, captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof. If any provision of this First Amendment is held invalid, illegal or unenforceable, the remaining provisions of this First Amendment shall remain in full force if the overall purpose of the First Amendment is not rendered impossible and the original purpose, intent or consideration is not materially impaired. Time is of the essence in this First Amendment. This First Amendment and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this First Amendment. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute the same in their individual or representative capacity as indicated. This First Amendment will become effective and binding only upon the handwritten legal execution, acknowledgment and delivery hereof by the City and Licensee. This First Amendment may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this First Amendment to be effective on the latter date set forth below.

**LICENSOR:**

City of Antioch,  
a California municipal corporation

By:   
Kwame Reed  
Acting City Manager

Date: 7/31/23

**LICENSEE:**

Crown Castle Fiber LLC,  
a New York limited liability company


By:   
Print Name: Erin M Francis

Print Title: Supervisor, Contract Manager  
Date: 7/19/23

**ATTEST:**

for By:   
Christine Dancie  
City Clerk

**APPROVED AS TO FORM:**

By:   
Thomas Lloyd Smith  
City Attorney

## **EXHIBIT 1**

### **Agreement**

[Telecommunication Network License and Encroachment Agreement appears behind this cover page (62 pages).]

TELECOMMUNICATION NETWORK LICENSE  
AND ENCROACHMENT AGREEMENT

This License and Encroachment Agreement ("Agreement") is entered into this 7<sup>th</sup> day of August, 2012, by and between the CITY OF ANTIOCH, a California municipal corporation, hereinafter referred to as the ("City", "Licensor") and Crown Castle NG West Inc., formerly known as NEXTG NETWORKS OF CALIFORNIA, INC., a Delaware corporation, hereinafter referred to as ("Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor is responsible for management of the public right of way and performs a wide range of vital tasks necessary to preserve the aesthetic and physical integrity of public streets and ways, to control the orderly flow of vehicles, to promote the safe movement of pedestrians, and to manage a number of gas, water, sewer, electric, cable television, telephone and telecommunications facilities that are located in, under and over the streets and public rights of way; and

WHEREAS, Upon the Effective Date of this Agreement, Licensee holds valid and unrevoked Certificates of Public Convenience and Necessity ("CPCN") issued by the California Public Utilities Commission in its Decision No. 03-01-061, issued January 30, 2003 and its Decision No. 07-04-045, issued April 12, 2007. These certificates authorize Licensee to operate in the public streets and ways as a full-facilities based telephone corporation; and

WHEREAS, Licensee does not own or manage Federal Communications Commission regulated and licensed frequencies but owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission, a telecommunications Network or Networks (as defined below) serving Licensee's established wireless carrier customers and utilizing microcellular optical repeater equipment (referred to herein as "Licensee's Facilities" and more fully defined below); and

WHEREAS, Licensee builds, owns, operates, controls and leases, in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission, a fiber-based telecommunications network to improve wireless coverage and capacity for telecommunications carriers; and

WHEREAS, For the purpose of operating and improving wireless coverage and capacity in the City, Licensee desires to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way or on Municipal Facilities, or on property in the Public Way owned by third parties; and

WHEREAS, In addition to normal published right-of-way and/or encroachment-related permitting fees, Licensee shall compensate the Licensor for (1) processing fees on a per Licensee Facility basis, (2) a grant of location and the right to use and physically occupy portions of the Public Rights-of-Way, and (3) access to Municipal Facilities located in the rights-of-way owned by the Licensor; and

WHEREAS, Licensee has voluntarily submitted a request to enter into this Agreement with the Licensor to encroach upon and occupy portions of the public right-of-way in certain streets,

easements, and upon certain public improvements for the purposes of installing, maintaining, operating, controlling, relocating, and removing Licensee's Facilities; and

WHEREAS, In consideration of Licensee's request, Licensor is willing to approve Licensee's use and occupation of certain public right-of-way and certain public improvements upon the terms, conditions and other considerations set forth herein.

#### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree to be bound by the following covenants, terms, and conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this Agreement:

- a. City. "City" shall mean the City of Antioch, a California municipal corporation, which is the Licensor in this Agreement.
- b. Commencement Date. The commencement date ("Commencement Date") shall be the 1st day of the month following the Effective Date.
- c. CPUC. "CPUC" shall mean the California Public Utilities Commission.
- d. Decorative Streetlight Pole. "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel, aluminum, or marbelite streetlight poles and does not have a mast arm for luminaire support. The term Decorative Streetlight Pole includes any historically or architecturally significant or designated light poles located on Public Rights-of-Way or owned by the Licensor. Decorative Streetlight Poles may not be used for the Network without prior written approval by Licensor, which may be withheld at the sole discretion of the Licensor.
- e. Effective Date. The effective date of this Agreement shall be the date this Agreement is approved by the City Council of the City of Antioch, as evidenced by the date indicated hereinabove (the "Effective Date").
- f. Equipment. "Equipment" shall mean all of Licensee's equipment and supporting structures such as poles, conduits, powering equipment, electronics, fibers and fiber optics, radio equipment, etc., installed pursuant to this Agreement, including without limitation, all of Licensee's Facilities.
- g. Fee. "Fee" shall mean any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (excluding franchise fees, communications tax, or other similar tax or fee).
- h. Gross Revenue Fee. "Gross Revenue Fee" shall mean and include any and all income and other consideration collected, received, or in any manner gained or derived by

Licensee from or in connection with the provision of Services, either directly by Licensee or indirectly through a reseller, if any, to customers of such services within the City of Antioch, including any imputed revenue derived from commercial trades and barter equivalents to the full retail value of goods and services provided by Licensee. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or collected for federal, state, or local government (exclusive of the Municipal Facilities Fee paid to the Licensor provided herein); (b) retail discounts or other promotions; (c) non-collectable amounts due Licensee or its customers; (d) refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an asset.

- i. Installation Date. "Installation Date" shall mean the date that the first Licensee Facility and Equipment is installed by Licensee pursuant to this Agreement.
- j. Laws. "Laws" shall mean any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdictions over the parties to this Agreement.
- k. Licensee. "Licensee" shall mean NextG Networks of California, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.
- l. Licensor. "Licensor" shall mean the City of Antioch, a California municipal corporation, which is the Licensor in this Agreement.
- m. Licensee's Facilities. "Licensee's Facilities" shall mean the optical repeaters, optical multiplexers, amplifiers, antennas, fiber optic cables, wires, uninterrupted power supplies, poles (only as permitted by the Licensor, which may be withheld by Licensor at its discretion), and related equipment, whether referred to singly or collectively, to be installed and operated by Licensee hereunder. Only the installation design configurations of Licensee's Facilities that are shown in the drawings and photographs attached hereto as Exhibit A and incorporated herein by reference may be used by Licensee on City Municipal Facilities. Any Licensee Facility and Equipment installation or configuration not contained within Exhibit A or as the Parties shall agree is not substantially similar thereto is subject to separate Licensor evaluation and approval processes before it may be used on any Municipal Facility or placed on or in the Public Rights-of-Way.
- n. Municipal Facilities. A "Municipal Facility" shall mean a City-owned Streetlight Pole, Decorative Streetlight Pole, traffic signal pole, lighting fixture, electroliner, or comparable street lighting facility located within the Public Right-of-Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.
- o. Network. "Network" or collectively "Networks" shall mean the neutral-host, protocol agnostic fiber-based optical repeater network operated by Licensee to serve its wireless carrier customers in the City.

- p. NextG. "NextG" shall mean NextG Networks of California, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein the "Licensee"), and its lawful successors, assigns, and transferees.
- q. Public Way, Right-of-Way, or Public Rights-of-Way. "Public Way," "Right-of-Way," or "Public Rights-of-Way" shall mean the space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term does not include county, state, or federal rights-of-way or any property owned by any person or entity other than the City, or any City property not located within any Public Way or Public Rights-of-Way except as provided by applicable laws or pursuant to an agreement between the City and any such person or entity.
- r. Services. "Services" shall mean the services provided through the Network by Licensee to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by the CPUC.
- s. Streetlight Pole. "Streetlight Pole" shall mean any non-Decorative, standard-design concrete, fiberglass, marbelite, or metal pole or electrolier that has a mast arm for luminaire support and is used primarily for street lighting purposes.

## Section 2. Authorization.

- a. Subject to the terms and conditions contained herein, Licensor hereby authorizes Licensee to encroach upon and occupy a portion of the Public Rights-of-Way for the limited purpose of constructing, installing, operating, and maintaining Licensee's Facilities to provide service to wireless carriers. Furthermore, Licensor authorizes Licensee to encroach upon and occupy a portion of the Public Rights-of-Way to facilitate the relocation and removal of Licensee Facilities pursuant to Sections 9 and 12 of this Agreement. Other Licensor owned property that is the subject of this Agreement is Streetlight Poles and appurtenances thereto more particularly described in Exhibit A.
- b. Licensee shall be solely responsible for securing any and all utility services it may need for the operation of its equipment located or placed on any Streetlight Pole or Municipal Facility pursuant to this Agreement. No utility services will be offered or provided by Licensor under this Agreement. Licensee shall be solely responsible for the payment of all utility service charges to the applicable utility company. Under no circumstances is Licensor responsible for any utility charges of Licensee. Licensee's Facilities shall not draw electricity from any Streetlight Pole or Municipal Facility.
- c. In addition to authorization to attach to Municipal Facilities, and subject to obtaining the written permission of the owner(s) of the affected property, the Licensor hereby authorizes and permits Licensee, to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Licensee's Facilities in or on poles or other third-party structures owned by public utility

companies or other property owners located within the Public Right-of-Way as may be permitted by the public utility company or property owner, as the case may be. At Licensors request, Licensee shall furnish to the Licensor documentation of such permission from the individual utility or property owner responsible. Exhibit A represents a good-faith description of Licensee's Facilities at a representative service location.

- d. Facilities, and a denial of an application for the attachment of Licensee's Facilities equipment to Licensor or third-party owned poles or structures in the Public Way shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Licensee's Facilities equipment if Licensee's Facilities equipment proposed for such application substantially conforms to one of the design configurations and Licensee's Facilities specifications set forth in Exhibit A and each proposed installation is approved by the City's Engineer and City's Building Official for engineering safety considerations. In the event that the Parties disagree as to whether the proposed Licensee's Facilities substantially conforms to one of the design configurations and Licensee's Facilities specifications set forth in Exhibit A, the Parties shall meet in good faith in an effort to resolve this dispute. The City's Engineer or his or her designee shall represent the City in any such meetings.

Section 3. Term and Renewal. This Agreement shall be effective for a period of ten (10) years from the Effective Date at which time it shall automatically expire, and such expiration shall be treated as a termination of this Agreement. Should the Parties mutually consent in writing, this Agreement may be renewed for one or more additional five (5) year extension terms.

#### Section 4. Permitting and Location of Licensee's Facilities.

- a. Licensee is required to obtain an Encroachment Permit from the City prior to the commencement of each work in the Public Right-of-Way. Licensor agrees to permit Licensee to place four (4) Licensee's Facilities described in Exhibit B, attached hereto. If Licensee requests permits for additional Licensee's Facilities beyond the four (4) Licensee's Facilities described in Exhibit B, Licensee shall provide to the Public Works Department (or other administrative department designated by the City) a new Exhibit B with similar detail showing the location and type of Licensee's Facilities. Such request shall be considered an addendum to this Agreement and shall be processed pursuant to this Agreement, but the Addendum will not require further action from the City Council if the proposed additional Licensee's Facilities are consistent with Exhibit A.
- b. The Parties agree that Exhibit A represents a good-faith representation of the equipment that Licensee plans to attach to Municipal Facilities, that such design configurations and Licensee's Facilities specifications may be attached to Municipal Facilities and to third-party facilities. Licensee shall present any deviation to the design configurations and Licensee's Facilities specifications described in Exhibit A to the Licensor in writing, which shall review and either approve or deny within sixty (60) business days. Any change to the design configurations and Licensee's Facilities specifications in Exhibit A may be requested by Licensee and considered for approval by the Licensor so long as the equipment is no greater than five percent (5%) in size, weight, shape, color, configuration

or other physical properties as compared with the existing Licensee's Facilities specifications in Exhibit A. In the event that the Parties disagree as to whether the proposed Licensee's Facilities equipment substantially conforms to one of the design configurations and Licensee's Facilities specifications set forth in Exhibit A, the Licensee and the City's Engineer or his or her designee shall meet in good faith in an effort to resolve this dispute.

- c. The Licensee's Facilities approved by the City shall comply with ADA and Title 24 requirements, including but not limited to, no Facility shall be placed less than eight feet (8') above the ground directly beneath the Streetlight Pole or comparable facility.
- d. Except where specifically approved by City in writing and in advance, all of Licensee's Facilities related to Municipal Facilities shall be constructed underground except for Licensee's antenna(s) and the support facility upon which the antenna(s) are attached. Where a power meter is approved by the Licensor, the power meter shall either be installed underground if remotely read, or be installed in the smallest enclosure permitted if an above ground enclosure is required by the commercial power utility. Where the Licensee desires to install a back-up power source for its equipment and it is approved by the Licensor, such back-up powering shall be placed underground except where specifically approved in a different configuration by City in writing and in advance.
- e. For purposes of construction and maintenance permitting, Licensor shall process all four (4) initial infrastructure sites as a single encroachment permit or other mutually agreeable process, so long as it complies with the terms and conditions of this Agreement. In addition to the City permitting process, Licensee agrees to first secure any and all additional local, state and federal approvals that may be required for its deployments.
- f. For Licensee's initial deployment, Licensor shall make available to Licensee various suitable Licensor-owned Streetlight Poles located within the City's Right-of-Way for the placement of Licensee's Facilities, substantially in the locations described in the Network Plan provided to the Licensor and attached hereto as Exhibit B. Notwithstanding, the use of any particular Municipal Facility Right-of-Way structure, comparable facility, or pole shall be subject to the City's Engineer's sole discretion and approval in advance of the placement of the Licensee telecommunications infrastructure.
- g. Upon completion of each installation, Licensee must promptly furnish to Licensor a current pole list and map that identifies the exact location of the Facilities in the Public Right-of-Way. That information must be provided in a format that is compatible with the Licensor's GIS information technology, including but not limited to ESRI compatible GIS shape files.

#### Section 5. Scope of Agreement.

- a. By entering into this Agreement, the Licensee certifies that it has secured its own competent independent legal opinions and retained competent legal counsel to advise it regarding this Agreement and that it has been made fully and completely aware of all of the rights it has in and flowing from this Agreement and in Law, as well as all of the

rights it waives herein, and after receiving the advice of its legal counsel that Licensee thereafter knowingly and voluntarily agrees to revenue sharing notwithstanding any current or future rights reserved under the laws of the State of California and California Government Code Section 50030 et seq.; the California Public Utility Code; and the Telecommunications Act of 1996 (the "Act") including, but not limited to, those rights set forth in Section 253(c), or any other law or regulation, to the extent inconsistent with this Agreement. In the event a court finds the Licensee may not waive such rights, then the Parties agree to modify this Agreement to conform to the future changes in a manner that will make and keep the Licensor whole regarding the consideration and other rights flowing to the Licensor under this Agreement. Additionally, Licensee covenants and represents that it is making the offer for revenue sharing and facilities sharing at Licensee's own initiative, and Licensee voluntarily and expressly agrees to waive any rights whatsoever it may have to avoid payment for Licensee's rights and privileges granted herein and not to take any action to rescind the requirement for fees and shared facilities contemplated under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint-venture or of any association whatsoever between City and Licensee, it being expressly understood and agreed that neither the computation of fees nor any other provisions contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between City and Licensee other than the relationship of City and Licensee.

- b. Licensee hereby acknowledges, agrees and covenants that this Agreement only allows for the occupation of the Right-of-Way and Municipal Facilities by Licensee's Facilities identified in Exhibit A and does not authorize or bestow any interest in real property, including any fee, leasehold interest or easement.
- c. Limitations on License. Nothing in this Agreement is intended to create an interest or estate of any kind or extent in the property or premises. Licensee further acknowledges and agrees that this Agreement does not create a landlord-tenant relationship and Licensee is not entitled to avail itself of any rights afforded to tenants under the laws of the State of California or any other laws which may be applicable.
- d. Preference for Municipal Facilities. In any situation where Licensee has a choice of attaching its Equipment to either Municipal Facilities, or to third-party-owned property in the Public Right-of-Way or on private property, or to its own facilities that it would construct in the Public Right-of-Way, Licensee agrees to first apply to the Licensor to attach to and use Municipal Facilities. The Licensor shall advise Licensee within thirty (30) business days whether or not Licensor wishes to exercise its first right under this Paragraph. Where, in the opinion of the Licensee, there is no choice of or option to attach to Municipal Facilities as provided herein, Licensee shall provide technically accurate and sufficient information to Licensor to justify Licensee's proposed use of its own facilities or third-party owned property in the public right-of-way or on private property. Prior to issuance of any permit hereunder, the Licensor may require Licensee to provide evidence that its design has carefully considered the availability of any Municipal Facilities and to establish to the reasonable satisfaction of the City's Engineer that

Municipal Facilities have been reviewed and considered. Failure to comply with this section will constitute default of a material covenant of this Agreement.

- e. No Interference. In the performance and exercise of its rights and obligations under this Agreement, Licensee's Equipment shall not interfere in any manner with the existence and operation of any public or private Rights-of-Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliners, cable television and telecommunications facilities, utilities, radio frequency transmission and reception equipment and systems, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as authorized by applicable laws or this Agreement.
- f. No Warranty. City makes no warranty or representation that the premises are suitable for any particular purpose or for Licensee's use. Licensee has inspected the premises and accepts the same "AS IS". City is under no obligation to perform any work or provide any materials to prepare the Premises for Licensee.

#### Section 6. Compensation.

- a. Administration Fee. In addition to normal published plan check, inspection and/or encroachment-related permitting fees and as additional consideration for the processing of Licensee's permit applications, and in lieu of any separate planning or zoning fees, the Licensee shall pay City-required deposit(s) and fees per the then-current City of Antioch Master Fee Schedule. The charges shall be for materials and staff time spent processing each node application and shall be billed monthly on an hourly rate as identified in the then-current fiscal year fee schedule. Application processing includes without limitation plan checking, external expert reviews, meetings, phone calls, research, email, staff report preparation, and similar time-based expenditures.
- b. Infrastructure Use Fee. Licensee will compensate City for the use of City infrastructure a fee of Five Hundred Dollars (\$500.00) per year (the "Infrastructure Use Fee") for each Streetlight Pole or comparable Municipal Facility located within the City's Right-of-Way upon which Licensee's Equipment has been installed pursuant to this Agreement. The Parties agree that Section 35 of this Agreement shall control as to the actual amount of the Infrastructure Use Fee.
- c. Conduit Fee. A fee (the "Conduit Fee"), in an amount equivalent to the highest fee charged by any other municipality within the geographic scope defined in Section 35 herein, per foot per annum for each Licensor-owned or controlled conduit, if any, that the City permits Licensee to use hereunder. Licensor is not obligated to lease its conduits to Licensee under this Agreement.
- d. Right-of-Way Use Fee. In addition to the Infrastructure Use Fee and the Conduit Fee, Licensee voluntarily agrees to waive any claim that it is not obligated to pay for the rights and privileges granted herein including without limitation Licensee's right to attach Licensee's Facilities to Municipal Facilities in the Right-of-Way and shall compensate City for such use by providing the City a five percent (5%) annual revenue-sharing fee or

Five Hundred Dollars (\$500.00) per Licensee Facility per year, whichever is greater ("Right-of-Way Use Fee"). Licensee has voluntarily and knowingly waived all of its rights whatsoever to challenge the Right-of-Way Use Fee contained herein and will abide by this and all other terms of the Agreement.

- e. **Payment Terms and Audit.** Licensee shall pre-pay the deposits specified in subsection (a) above; fees not paid in advance must be paid before any permit is issued, including Infrastructure Use Fees. Fees in connection with subsection (b) shall be made quarterly within ten (10) days after the beginning of each quarter in advance commencing on January 1, 2013. Additionally, payments anticipated for the Right-of-Way Use Fee specified in subsection (d) above, shall also be pre-paid through the end of 2012. However, after January 1, 2013, the Right-of-Way Use Fee specified in subsection (d), above, shall be computed and paid quarterly in arrears ("Quarterly Payment"). Each Quarterly Payment shall be calculated for the calendar quarter ending March 31, June 30, September 30, and December 31, and such Quarterly Payments shall be due and payable no later than thirty (30) days after said dates. For the period from issuance of necessary permits through the end of 2012, any additional funds owing based upon the "whichever is greater" provision in subsection (c) above, shall be paid with the March 31 Quarterly Payment. Any annual fees shall be pro-rated for the calendar year. Licensee shall maintain accurate books of account employing Generally Accepted Accounting Principles or International Financial Reporting Standards at its principal office in Milpitas, California, or another location of its choosing within California that is no farther distant from the City as is Milpitas, California, for the purpose of determining the amounts due to City under this Agreement. City, or a consultant acting on behalf of City, shall be permitted to inspect Licensee's books of account relative to City at any time during regular business hours on ten (10) business days' prior written notice and may audit the books from time to time, at City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under this Agreement. In the event that the City discovers that Licensee's payments are in error in an amount greater than two percent (2%) of that which is due to City under this Agreement, all costs including, without limitation, travel related expenses to the audit shall be borne and reimbursed by Licensee in addition to the amount due the City under this Agreement. No acceptance of any payment to the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable or for the performance on any other obligation under this Agreement. The City agrees that it and its consultants shall hold in confidence any nonpublic information it obtains from Licensee to the maximum extent permitted by law.
- f. **Minimum Annual Fee Adjustment.** The Infrastructure Use Fee and Conduit Fee will be adjusted annually on the anniversary of the Commencement Date by the percentage increase in the most recently published Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose Metropolitan Statistical Area -- over the rate in effect on the Commencement Date of the prior year. But in any event, regardless of the CPI increase, this increase shall not be less than three percent (3%) above the prior year's fee.

- g. Delinquent Payment. If Licensee fails to pay any amounts due under this Section 6 within thirty (30) calendar days from the specified due date, Licensee must pay, in addition to the unpaid fees, a sum of money equal to one-twelfth (1/12) the maximum annual rate of interest permitted by law for each month or fraction thereof during which the payment is due and unpaid. If Licensee fails to pay any amounts due under this Section 6 within ninety (90) calendar days from written notice of delinquency, the City may Terminate this Agreement pursuant to Section 34 and Licensee shall within one-hundred eighty (180) calendar days after Termination remove its Equipment and facilities from within the City and restore all areas disturbed by Licensee's Facilities to their pre-installation condition, normal wear and tear excepted. Licensee assumes all risk of loss and responsibility for payments regardless of whether delinquent.
- h. Services to City. In consideration of the approval of this Agreement and the issuance of any permits pursuant thereto, Licensee agrees that, at all times during the Term of this Agreement, including during any renewal terms, it shall provide and maintain at no installation, maintenance, repair or data transmission speed limitation or fee a total of two (2) strands of single mode dark fiber owned by Licensee in the City (hereinafter, the "City Net") for the City's exclusive use in operating a noncommercial, City owned communications network or for any other noncommercial City data network or communications function. The fiber optic transmission equipment connected to the City Net shall be the sole responsibility of the City. The Parties shall meet in good faith from time to time to determine and effectuate City Net fiber drop-off points and interconnection arrangements, however, City understands that the fiber available to City under this Agreement will only follow Licensee's planned fiber routes, and any additions or laterals must be installed at City's expense.
- i. Payment Location. Licensee agrees to make checks payable to the City of Antioch and to deliver them to:
- City of Antioch  
Attention: Finance Department  
P.O. Box 5007  
Antioch, CA 94531-5007
- j. Each check shall bear on the face thereof the following City Account Number:  
100 1250 44810
- k. The City reserves the right to change the place and time of payment, and the City Account Number at any time upon 60 days written notice pursuant to Section 33.

#### Section 7. Assignment or Transfer of Authorization.

- a. This Agreement shall not be assigned by Licensee without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. In determining whether the City shall give consent, it shall evaluate (i) certified financial information demonstrating that such assignee will have a financial strength after the proposed transfer to independently meet all of the financial obligations of this Agreement; (ii) a legally sufficient writing stating that such assignee assumes all of

Licensee's obligations hereunder; (iii) a legally sufficient writing stating that the corporate parent of the assignee guarantees the performance obligations of the assignee; and (iv) the experience and technical qualifications of the proposed assignee, either alone or together with Licensee's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Licensee Network.

- b. The following transactions require prior written City consent, which consent shall not be unreasonably withheld, conditioned, or delayed:

1. The sale, transfer, lease, assignment, or other disposition of this Agreement, in whole or in part, whether voluntary or involuntary; provided, however, that such consent is not required for transactions specifically referenced in subsection (c) of this Section 7; and

2. Any merger, consolidation, reorganization, business combination, or other transaction wherein or whereby greater than fifty percent (50%) or more of the ownership interests of Licensee, or any parent company of Licensee, will be affected and control of Licensee will change or be subject to change. As used herein, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of licensee. A duly executed copy of any written instrument evidencing the closing and consummation of any such transaction must be filed in the Office of the City Clerk of City.

3. Licensor acknowledges that Licensee is in the process of being sold to Crown Castle International Corp and consents to that acquisition as part of this Agreement.

- c. Notwithstanding the foregoing, the transfer of the rights and obligations of Licensee to a parent, subsidiary, or other affiliate of Licensee or to any successor in interest or entity acquiring greater than fifty percent (50%) of Licensee's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that Licensee reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"):

- i. certified financial information demonstrating that such transferee will have a financial strength after the proposed transfer to independently meet all of the financial obligations of this Agreement; and
- ii. a legally sufficient writing stating that such transferee assumes all of Licensee's obligations hereunder; and
- iii. a legally sufficient writing stating that the corporate parent of the transferee guarantees the performance obligations of the transferee; and
- iv. the experience and technical qualifications of the proposed transferee, either alone or together with Licensee's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Licensee Network.

- d. Licensee shall give at least sixty (60) calendar days prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth

with specificity in such Exempted Transfer Notice the reasons why Licensee believes the Exempted Transfer Criteria have been satisfied. The City shall have a period of sixty (60) calendar days (the "Exempted Transfer Evaluation Period") from the date that Licensee gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from Licensee any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City gives Licensee notice in writing of the additional information the City requires within thirty (30) calendar days after the City's receipt of the original Exempted Transfer Notice. If the City fails to act upon Licensee's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City that Licensee has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

- e. The City and Licensee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Agreement, Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).
- f. Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting City's property under the preceding sentence not paid or delivered to City shall be held in trust for the benefit of City and be promptly paid to City.

#### Section 8. Responsibility of Licensee/Maintenance/Graffiti Abatement.

- a. The Licensee, on the Licensee's own behalf and on behalf of any successor or assign, hereby acknowledges and assumes all responsibility, financial or otherwise, for the permitted use of the Public Rights-of-Way property and City Municipal Facilities and the planning, design, installation, construction, maintenance, repair, operation and removal of the Licensee's Facilities, which shall be undertaken without risk or liability on the part of the City. All of Licensee's construction, installation, removal, repair and maintenance work including such work on the City Net (to the extent that the City Net is part of Licensee's fiber and not part of a separate, City-installed segment) shall be performed at

Licensee's sole cost and expense in accordance with applicable law, using generally accepted construction standards. Licensee shall ensure that Licensee's Facilities are maintained in a clean and safe condition, in good repair and free of any defects. Licensee shall employ reasonable care at all times in installing and maintaining Licensee's Facilities and will install and maintain in use commonly accepted methods and/or devices to reduce the likelihood of damage, injury or nuisance to the public. The construction, operation, and maintenance of Licensee's Facilities shall be performed by Licensee's experienced and properly trained personnel. Where required by Law, Licensee's installation, maintenance and construction personnel shall be appropriately licensed.

- b. Licensee shall maintain all of Licensee's facilities free from all graffiti and damage caused by vandalism, accidents, and all other causes. Licensee's service personnel shall be responsible for maintaining or notifying the appropriate Licensee personnel of the needed maintenance. Said graffiti removal, repair, and required maintenance shall be completed by Licensee within two (2) business days of first being reported to it by City.

#### Section 9. Maintenance/Removal.

- a. Licensee shall, at its sole expense, protect, support, temporarily disconnect, relocate, modify or remove all or any portion of Licensee's Facilities at the time and in the manner required by the City for any governmental purpose. Licensee shall post with the City performance security for the removal of Licensee Equipment by the City in the event Licensee does not perform removal. Except in an emergency, the City shall give written notice pursuant to Section 33 describing where the work is to be performed at least thirty (30) calendar days before the date the work is to be performed. Should the public health, safety or welfare require that the City undertake immediate maintenance, repair or other action, Licensee shall take the measures required under this Section 9 within 72 hours of receiving notice from the City.
- b. Licensee shall be required to obtain an Encroachment Permit from the City's Engineering Division for maintenance and repair. Licensee shall inform the City's Engineering Division 48 hours in advance of any work Licensee will be conducting on its Facilities. City may require Licensee to submit traffic control plans in accordance with established City standards and requirements.
- c. If Licensee does not protect, temporarily disconnect, relocate, or remove Licensee's Facilities within the time period specified above, City may remove the Equipment, facilities, and property and charge Licensee for the cost of removal and storage without further notice to Licensee or City may choose to foreclose on the performance security posted to secure the removal of Licensee Facilities. Alternatively, upon Licensee's request, City in its sole discretion may approve the abandonment of Licensee's Facilities in place. Upon approval, Licensee shall execute, acknowledge and deliver any necessary documents to transfer ownership of Licensee's Facilities to City for consideration by the City to allow the abandonment in place. In the event that the Licensee fails to execute, acknowledge and deliver any necessary documents to transfer ownership of Licensee's Facilities to City within sixty (60) days of City's approval, this Section shall automatically operate and serve as the substitute necessary documents to transfer

ownership of Licensee's Facilities to the City. In an emergency, where the City determines there is an imminent danger to the public health, safety or property, the City may take the measures required by Licensee under this Section 9 without prior notice to Licensee; however, the City will make reasonable efforts to provide prior notice.

- d. If Licensee desires to relocate any Facilities from one Municipal Facility to another, Licensee must submit an application for a new Facility. City will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.
- e. If the Facilities at any or all locations are no longer needed or become obsolete, Licensee, at its sole cost and expense, will, at City's direction, remove and recycle the Facilities. If Licensee fails to remove the Facilities, City may choose to foreclose on the performance security for their removal and restoration of Licensor's property, and also for storage of the removed Facilities at Licensee's sole cost, expense, and risk. For Facilities removed by Licensor pursuant to this subsection, Facilities not recovered by Licensee within thirty (30) days after storage shall be for all purposes considered to be abandoned by Licensee.

Section 10. Change in Equipment. If Licensee proposes to install Equipment, which is different in any material way from the specifications or design configurations attached hereto as Exhibit A, then Licensee shall first obtain the approval for the use and installation of the Equipment from the City. In addition to any other submittal requirements, at City's request, Licensee shall provide "load" calculations for all Streetlight Poles it intends to install in the Public Rights-of-Way, notwithstanding original installation or by way of equipment type changes. The City may approve or disapprove of the use of the different equipment from the specifications set forth in Exhibit A and such approval shall not be unreasonably withheld. The approval process would include review by the Planning, Engineering and Building Divisions. An administrative plot plan application and plan check would be required. The plan check could be in conjunction with the encroachment permit process.

Section 11. Damage to City Property. Licensee shall promptly, within thirty (30) calendar days notice, repair or refinish to a safe and satisfactory condition as determined by the City's Engineer, at Licensee's sole cost and expense, any surface or other portion of the Public Rights-of-Way property or City Municipal Facilities that is disturbed or damaged during the construction, installation, maintenance, operation, relocation, and/or removal of Licensee's Facilities. Without limiting any other available remedies, if Licensee fails to repair or refinish such damage, City may, in its sole discretion, but without any obligation to do so, and without further notice to Licensee, repair or refinish the disturbance or damage and Licensee shall reimburse City all costs and expenses incurred in the repair or refinishing.

Section 12. Relocation of Facilities by City. Licensee understands and acknowledges that City may require Licensee to relocate one or more of its Licensee Facility and Equipment installations. Licensee shall at City's direction relocate such Licensee Facility and Equipment at Licensee's sole cost and expense, whenever City determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Licensee Facility or Equipment is interfering with

or adversely affecting proper operation of City owned Streetlight Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, City shall use its best efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Licensee Facility and Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, City shall be entitled to relocate the Licensee Facility and Equipment at Licensee's sole cost and expense upon notice to Licensee. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform Licensee of the displacement or removal of any Streetlight Pole or other Municipal Facility on which any Licensee Facility and Equipment is located. Nothing in this Section is intended to act as a waiver of available funds through "Rule 20" or similar proceedings, to the extent that such funds are being provided to other utilities in an equivalent manner.

Section 13. Licensee to Bear All Costs. Licensee, or any successor or authorized assign, shall bear all costs incurred in connection with the planning, design, installation, construction, maintenance, repair, operation, modification, disconnection, relocation and removal of Licensee's Facilities and restoration of Licensor's property. The Licensee shall be responsible and must bear all costs of any movement to, damage to or repair of Licensee's Facilities due to any reason including without limitation streetlight pole knock-downs, repair, maintenance and/or failure/collapse of any existing gas, water and sewer lines or any other improvements or works approximate to Licensee's Facilities. Licensee agrees to bear this cost regardless of whether or not such damage may be directly or indirectly attributable to the installation, operation, maintenance, repair or upgrade work on Licensee's Facilities, unless a court of competent jurisdiction determines that the damage results from the gross negligence or willful misconduct of the City, its officers, agents or employees. These costs include electrical utility charges to the applicable utility company based upon Licensee's Facilities usage of electricity and applicable tariffs.

Section 14. Undergrounding. Licensee has been advised and understands that the utilities in the area of Licensee's planned facilities are subject to existing and future undergrounding requirements. In the event of an undergrounding project, Licensee and City agree to cooperate with each other in order to relocate or replace Licensee's Facilities in such a way so that Licensee may continue to operate its network for the Term of this Agreement, however under no circumstance shall City be required to bear the cost of any such relocation or undergrounding of Licensee's Facilities. Notwithstanding the foregoing, nothing in this Agreement is intended to act as a waiver of any available cost-sharing fees under related Rule 20 funds, inasmuch as they are provided to other utilities in an equivalent manner consistent with Public Utilities Code §7901.1(b), et seq.

Section 15. Future Rules or Orders. The Licensee, or any successor or authorized assign, shall abide by any agreements, rules, regulations, orders, or directives governing the use of the Public Rights-of-Way property or City Municipal Facilities as the City may find necessary and appropriate in executing its responsibilities for public right-of-way management and wireless site regulation.

Section 16. Licensee to Submit Acceptable Plans. Prior to the Commencement Date and prior to construction and installation of Licensee's Facilities, Licensee shall, at its sole cost and expense, prepare and submit, together with payment of all related fees, any and all reasonable, accurate

and detailed plans and specifications required by the City's Engineer, which shall include detailed paper and/or electronic maps showing the planned construction, the size and the location and number, and any other details regarding the placement of appurtenant above-ground equipment to be located in the Public Rights-of-Way and on City Municipal Facilities or existing third-party infrastructure. The City's Engineer shall be authorized to review the plans and specifications and to impose such requirements as are necessary to protect the public health and safety and to minimize any negative impact on aesthetics in the case of the above-ground improvements. The City's Engineer shall be authorized to require an alternate location for the Licensee's Facilities on Streetlight Poles or comparable facilities to avoid conflict with public safety as well as other permitted uses in or future public needs of the Public Rights-of-Way identified in this Agreement. Licensee shall, at its sole cost and expense, submit traffic control plans for approval by the City's Engineer. The City reserves the right to inspect the installation and maintenance of Licensee's Facilities at any time. Licensee shall pay all plan check, inspection and other related fees prior to the issuance of any permit for the installation and construction of Licensee's Facilities. All work within the Public Rights-of-Way and Municipal Facilities or existing third party infrastructure shall be performed in strict compliance with plans and permits approved by the City's Engineer.

Section 17. Licensee to Secure Approval and Permits; Early Termination.

- a. In addition to obtaining and maintaining the permits, Licensee understands and agrees that Licensee's ability to use the Public Rights-of-Way and Municipal Facilities and any third-party infrastructure for the purposes contemplated by this Agreement is dependent upon Licensee obtaining and maintaining all of the certificates, permits and other approvals which may be required from other federal, state or local authorities, and any easements which are required from any third parties. City shall cooperate with Licensee in its efforts to obtain such approvals and/or easements, as may be required for Licensee's Facilities as approved in the permits.
- b. If (i) any application and/or negotiations by Licensee for any required certificate, permit, license, easement, approval, policy of title insurance, or agreement is finally denied, rejected and/or terminated, (ii) any such certificate, permit, license, easement, approval or agreement is canceled, expires, lapses or is otherwise withdrawn or terminated, (iii) any Hazardous Materials are discovered or otherwise become located on the Public Rights-of-Way and Municipal Facilities, other than as a direct result of Licensee's activities, or (iv) due to technological changes, Licensee determines that it is no longer practical to use the Public Rights-of-Way and Municipal Facilities for Licensee's intended purposes, then Licensee shall have the right to terminate this Agreement, which termination shall be effective no sooner thirty (30) days from delivery of written notice from Licensee to City provided Licensee has removed Licensee's Facilities from the Public Rights-of-Way and Municipal Facilities by that time.

Section 18. As Built Drawings to be provided by Licensee. The Licensee shall provide as-built drawings, in any format acceptable to the City's Engineer, detailing the location of Licensee's Facilities installed pursuant to this Agreement within sixty (60) calendar days after Licensee's Facilities are installed.

Section 19. Liability Insurance.

- a. Licensee shall obtain and maintain for the duration of this Agreement and any amendments hereto, adequate insurance against claims for injuries to persons or damage to property which in any way relate to, arise out of or are connected to the use of the Public Rights-of-Way and Municipal Facilities by Licensee or to the construction, operation or repair of Licensee's Facilities by Licensee or Licensee's agents, representatives, employees or contractors. All insurance companies affording coverage to the Licensee shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California and must have a current Best's Key Rating of not less than "A-:VII".
- b. Licensee shall maintain the types of coverage and minimum limits indicated below, unless the City Attorney with the approval of the City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Licensee's indemnification obligations under this Agreement. The City, its officers, agents, employees, and volunteers make no representation whatsoever that the limits of the insurance specified to be carried by Licensee pursuant to this Agreement are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage, as Licensee deems adequate, at Licensee's sole expense.
- c. Commercial General Liability insurance. To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Licensee or any contractor, sub-contractor or any other person or entity acting for the Licensee or under its control or direction. Such insurance shall be maintained in full force and effect throughout the Term of this Agreement and any extension thereof with a per occurrence bodily injury limit of \$1,000,000 and a per occurrence property damage limit of \$500,000. If the submitted policies contain aggregate limits, the general aggregate will be twice the required per occurrence limit. Such coverage shall be increased no less than twenty percent (20%) upon each renewal of this Agreement.
- d. Automobile Liability. Licensee shall secure insurance which shall be maintained in full force and effect throughout the Term of this Agreement and any extension thereof of \$1,000,000 combined single-limit per accident for bodily injury and property damage. Such coverage shall be increased no less than twenty percent (20%) upon each renewal of this Agreement.
- e. Workers Compensation and Employer's Liability. Licensee shall secure insurance which shall be maintained in full force and effect throughout the Term of this Agreement and any extension thereof of Worker's Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury or the statutory minimum, whichever is greater. Such coverage shall be increased no less than twenty percent (20%) upon each renewal of this Agreement.

- f. Licensee is obligated to comply with the following requirements and will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, provisions providing for same where applicable:
1. The City of Antioch and its elected officials, officers, staff, contractors, and volunteers shall be named as additional insured on the Commercial General Liability and Automobile Liability policies and the coverage(s) provided shall be primary insurance and not contributing with any other insurance or self-insurance available to the City of Antioch, the Community Redevelopment Agency of the City of Antioch, the Antioch Community Services District, and their elected officials, officers, staff, contractors, and volunteers, under any third party liability policy or otherwise.
  2. Licensee will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.
  3. This insurance required herein is to be in full force and effect during the entire Term of this Agreement and any extensions of it and will not be canceled without thirty (30) day's prior written notice to City sent by certified mail pursuant to the Notice endorsements to City.
  4. The insurance policy waives any right of recovery the insurance company may have against the City.
  5. All deductibles or self-insured retentions must be stated on the certificates of insurance, which must be sent to and approved by the City. "Severability of interest" or "separation of insureds" clauses must be made a part of the Commercial General Liability and Commercial Automobile Liability policies.
  6. The certificate of insurance shall contain the policy number, name of insurance company, name and address of the agent or authorized representative, name and address of insured, project name, policy expiration date, and specific coverage amounts.
- g. Prior to City's execution of this Agreement and annually thereafter, Licensee will furnish certificates of insurance and endorsements to City. Thereafter, it shall be an affirmative duty of the Licensee to provide City with valid insurance certificates and endorsements on an annual basis prior to the expiration of any insurance required by this Agreement.
- h. City may require the revision of amounts and coverage at any time during the Term of this Agreement by giving Licensee 60 day's prior written notice. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Public Rights-of-Way and Municipal Facilities. Licensee also agrees to obtain any additional insurance required by City for new improvements, in order to meet the requirements of this Agreement.
- i. City reserves the right to require at anytime, complete and certified copies of any or all required insurance policies and endorsements.

- j. Failure to maintain any of the required insurance coverage's or proof thereof shall be deemed a material default of this Agreement.

Section 20. Performance Security for Installation and Removal/Demolition. Prior to construction of Licensee's Facilities, Licensee shall post with the City performance security in the form of a Letter of Credit issued by a reputable institution in the amount of Two Thousand Five Hundred Dollars (\$2,500) ("Performance Security") per attachment to each Municipal Facility substantially in a form acceptable to the City Attorney. This Performance Security shall remain in place for the Term of this Agreement. Any additional Licensee's Facilities shall require increasing the amount of the Performance Security at a rate of Two Thousand Five Hundred Dollars (\$2,500) per Licensee Facility. The City may require Licensee to increase the amount of the Performance Security if the City concludes that it is necessary to do so based upon the harm being caused by the Licensee to the Public Right-of-Way or Municipal Facilities. Licensee must provide a replacement Letter of Credit to restore the Performance Security to its original amount within 30 days after notice to City that any amount has been recovered from the Performance Security. Failure to restore the Performance Security to its full amount within 30 days will constitute a material breach of this Agreement.

Section 21. Accident Reports. Licensee shall, within forty-eight (48) hours after occurrence, report to City any accident causing property damage and report to City within one (1) hour after any injury to any person(s) resulting from any of Licensee's activities under this Agreement, including activities performed by any of Licensee's contractors or agents. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

#### Section 22. Indemnification of City.

- a. Licensee shall waive all claims against City for any damages to the personal property and equipment of Licensee or City in, upon or about the Public Rights-of-Way and Municipal Facilities and for injuries to any employees of Licensee or their agents in, upon, or about the Public Rights-of-Way and Municipal Facilities from any cause arising at any time, unless a court of competent jurisdiction determines that the damages and/or injuries arise out of the City's negligence or willful misconduct. In addition, Licensee will fully indemnify, hold harmless, and faithfully defend, the City, including its elected and appointed officials, officers, employees, contractors and agents ("Indemnified Parties"), from any damage or injury to any person, or any property, arising from the use of the Public Rights-of-Way and Municipal Facilities by Licensee or Licensee's officers, employees, contractors, or agents, or from the failure of Licensee to keep Licensee's Facilities and equipment in good condition and repair, as provided for in this Agreement.
- b. Licensee's indemnification shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, expenses, including attorneys fees and legal costs, arising out of or resulting from the performance by Licensee of this Agreement whether resolution proceeds to judgment or not. Should a conflict arise, Licensee shall bear the cost of retaining independent counsel to represent the City, which counsel shall be chosen by the City.

- c. Licensee acknowledges and agrees that Licensee bears all risks of loss or damage of Licensee's Facilities and materials installed in the Public Rights-of-Way and on Municipal Facilities pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged Licensee Facilities, including, without limitation, damage caused by the City's removal of Licensee's Facilities, except to the extent that a court of competent jurisdiction determines that such loss or damage was solely caused by the willful misconduct of the City, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors.

Section 23. Revocation of Authorization. If the Licensee fails to comply with any of the material terms and conditions of this Agreement and/or any applicable law, or if Licensee's CPCN to construct or maintain Licensee's Facilities in the City is revoked, terminated, surrendered or suspended, the City may revoke the authorization granted herein, subject to the terms and conditions stated in Section 34, "Termination".

Section 24. Terms and Conditions Specific to this Agreement. The terms and conditions of this Agreement shall apply solely to Licensee's Facilities and the Public Rights-of-Way and Municipal Facilities described in Exhibit A, or as otherwise formally approved by City, and shall not apply to, nor establish any precedent for, the conditions the City may impose upon Licensee in the event Licensee seeks to provide other telecommunications services or cable services to the public for hire within the City.

Section 25. Reservation of Rights. The rights granted by this Agreement are granted based upon representations by Licensee that its federal and state grants or certificates authorize construction and operation of activities in relation to this Agreement.

Section 26. Amendment of Agreement. This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the Parties.

Section 29. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein. Each party has relied on advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself. The terms and conditions of this Agreement shall bind and inure to the benefit of City and Licensee and, except as otherwise provided in this Agreement, their respective heirs, distributees, executors, administrators, successors, and assigns.

Section 30. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Agreement to retain the economic effect of the invalid or unenforceable provisions.

Section 31. Taxes.

- a. Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or Licensee's Facilities, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Licensee or levied by reason of the business or other Licensee activities related to this Agreement, including any licenses or permits. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and agrees it is solely responsible for the payment of these taxes.
- b. Licensee shall be responsible for all utilities and any property taxes imposed as a result of the use of the Property by Licensee. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and agrees it is solely responsible for the payment of these taxes.

Section 32. Non-exclusivity. Neither this Agreement nor the permits granted hereunder are exclusive. The City reserves the right to enter into any type of agreement with any other party or parties, including but not limited to, telecommunications and information services providers (hereinafter "Carriers") for use of the Public Rights-of-Way or Municipal Facilities.

Section 33. Notices. All notices under this Agreement shall be in writing and, unless otherwise provided for in this Agreement, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows:

To LICENSEE:

NextG Networks of California, Inc.  
Attention: Contracts Administration  
890 Tasman Drive  
Milpitas, CA 95035-7439

To LICENSOR:

City of Antioch  
Attention: City Manager

If by courier to:

If by mail to:

Third & "H" Streets  
200 H Street  
Antioch, CA 94509

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

with a true and complete copy of all correspondence to the Licensor to be simultaneously delivered to:

City of Antioch  
Attention: City Attorney

If by courier to:

If by mail to:

Third & "H" Streets  
200 H Street  
Antioch, CA 94509

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

All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Either party may change its address by written notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur if (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

Section 34. Termination. This Agreement may be terminated by either party upon forty-five (45) calendar days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) calendar days of receipt of written notice of default (or, if such default is not curable within forty-five (45) calendar days, if the defaulting party fails to commence such cure within forty-five (45) calendar days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) calendar days from receipt of notice. Should Licensee use Licensee's Facilities for a purpose that requires additional City approvals that have not been obtained, City may terminate this Agreement in the manner authorized by this Section. In the event that Licensee's CPCN to construct or maintain Licensee's Facilities in the City is (a) revoked, (b) terminated, (c) surrendered, or (d) suspended for more than ninety (90) calendar days, the City may terminate this Agreement. Upon termination, Licensee shall within one-hundred eighty (180) calendar days after termination remove its Facility and Equipment from within the City and restore all areas disturbed by Licensee's Facilities to their pre-installation condition, normal wear and tear excepted. Except as expressly provided for herein, the rights granted under this Agreement are irrevocable during the Term of this Agreement, unless terminated in accordance with this Section.

Section 35. Most Favored Municipality Clause. If after the execution and delivery of this Agreement, Licensee enters into a license or agreement with another municipality in the San Francisco Bay Region and Oakland Metropolitan Statistical Areas, and which agreement contains services and/or financial benefits for such municipality which, taken as a whole and balanced with the other terms of this Agreement, are in City's reasonable judgment superior to those in this Agreement, City shall have the right to require Licensee to modify this Agreement to incorporate the same or substantially similar benefits by amendment to this Agreement. To effectuate the City terms review as provided herein, Licensee shall provide to City a true and complete copy of every license or agreement with another municipality in the San Francisco Bay Region and Oakland Metropolitan Statistical Areas within three (3) months after the execution of each such license or agreement.

Section 36. Other Regulations. All Licensee's use of the Public Rights-of-Way and Municipal Facilities under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and

ordinances of the City of Antioch now in force or as amended, or hereinafter prescribed or promulgated by City resolution or ordinance or by State or Federal law.

Section 37. Related Actions. By the granting of this Agreement, neither City nor the City Council of the City is obligating itself to any other governmental agent, board, commission, or agency with regard to any discretionary action relating to the use of the Public Rights-of-Way and Municipal Facilities. Discretionary action includes, but is not limited to, permits, environmental clearances or any other governmental agency approvals, which may be required for the development and operation of Licensee's Facilities within the Public Rights-of-Way and Municipal Facilities.

Section 38. Use of the Public Rights-of-Way. Licensee acknowledges that the paramount use of Public Rights-of-Way Property or Municipal Facilities is for the public. Licensee agrees to coordinate use of the Public Rights-of-Way Property or Municipal Facilities with City so as not to conflict with City's programs and activities. Licensee bears all responsibilities and costs for compliance and non-compliance with all Laws in connection with its physical occupancy of the Public Rights-of-Way including without limitation the Americans with Disabilities Act of 1990 ("ADA"), including changes made by the ADA Amendments Act of 2008 (P.L. 110-325) and all future changes thereto.

Section 39. Authority to Enter into Agreement. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensee and the City. Notwithstanding the foregoing, Licensee understands that execution of this Agreement is subject to City Council approval. No City action shall be authorized prior to City Council approval.

Section 40. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

Section 41. Venue. This Agreement shall be governed under law of the State of California, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. Venue for any action brought hereunder shall be solely vested in the Superior Court of the State of California, in and for the County of Contra Costa. Licensee and City agree to be subject to in-personam and in-rem jurisdiction by the Court, and waive all available challenges to in-personam and in-rem jurisdiction by the Court including without limitation to forum non conveniens.

Section 42. Miscellaneous.

- a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and costs. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for comparable independent counsel prevailing in the City of Antioch, Contra Costa County, California.

- b. Payment of Sums during Breach. The receipt of any sum paid by Licensee to Licensors after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Licensors.
- c. No Prior Understandings or Agreements. Licensors and Licensee agree that this Agreement is new, and does not replace, modify, or terminate any other existing or prior agreement between the parties.
- d. Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- e. Waivers. No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.
- f. Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding between the parties regarding Licensee's Agreement of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both Parties.
- g. No Presumptions Regarding Preparation of Agreement. The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the Parties has participated in the negotiation and drafting of this Agreement. Accordingly it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.
- h. Interpretations. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

- i. Headings. The headings in this Agreement are for convenience only and are not incorporated in any term herein.
- j. No Personal Liability of Officials and Employees of either Party. No elected official, officer, employee, agent, or volunteer of either Party shall be personally liable for any default or liability whatsoever under this Agreement, except in instances of criminal negligence.
- k. Public Document. Licensor is a municipal corporation under the laws of the State of California. Licensor and Licensee acknowledge that this Agreement is subject to public disclosure as specified by California Government Code § 6250 *et seq.* and is a "public record" within the meaning of California Government Code § 6252(e).
- l. No Assurances. Except as explicated provide for herein, the execution of this Agreement is completely unrelated to any and all City of Antioch planning process(es) and all other required municipal Agreements, permits, authorizations, and approvals whatsoever. Grant of this Agreement does not assure Licensee that it will be successful in whole or in part in securing any or all required City of Antioch permits, or any other required permits or authorizations. Licensee is solely responsible, at its sole expense, for securing any and all required governmental authorizations to construct and to operate the Licensee's Facilities which shall be reviewed pursuant to prevailing City of Antioch requirements at that time.
- m. Any claim by Licensee against Licensor arising hereunder shall be subject to California Government Code § 800 *et seq.* and Chapter 13 of Title 3 of the Antioch Municipal Code.

IN WITNESS WHEREOF the Parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

**LICENSEE:** Crown Castle NG West Inc.

By: [Signature]  
Title: VP DAS Network Real Estate

Signature: Robert L. DeBman  
Date: 19<sup>th</sup> June 2012

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form  
and Legal Sufficiency:

[Signature]  
Signature/Initials

Date: 6/20/2012

**LICENSOR:**

City of Antioch, a Municipal Corporation

By: JAMES M. JAKEL  
Title: City Manager, City of Antioch

Signature: [Signature]  
Date: 8/7/12

**Approved as to Form:**

By: LYNN TRACY NERLAND  
Title: City Attorney, City of Antioch

Signature: [Signature]  
Date: 8/6/12

**Attest:**

By: DENISE SKAGGS  
for City Clerk, City of Antioch

Signature: [Signature]  
Date: 8-7-12

# Exhibit A

Rev. 5

## Note:

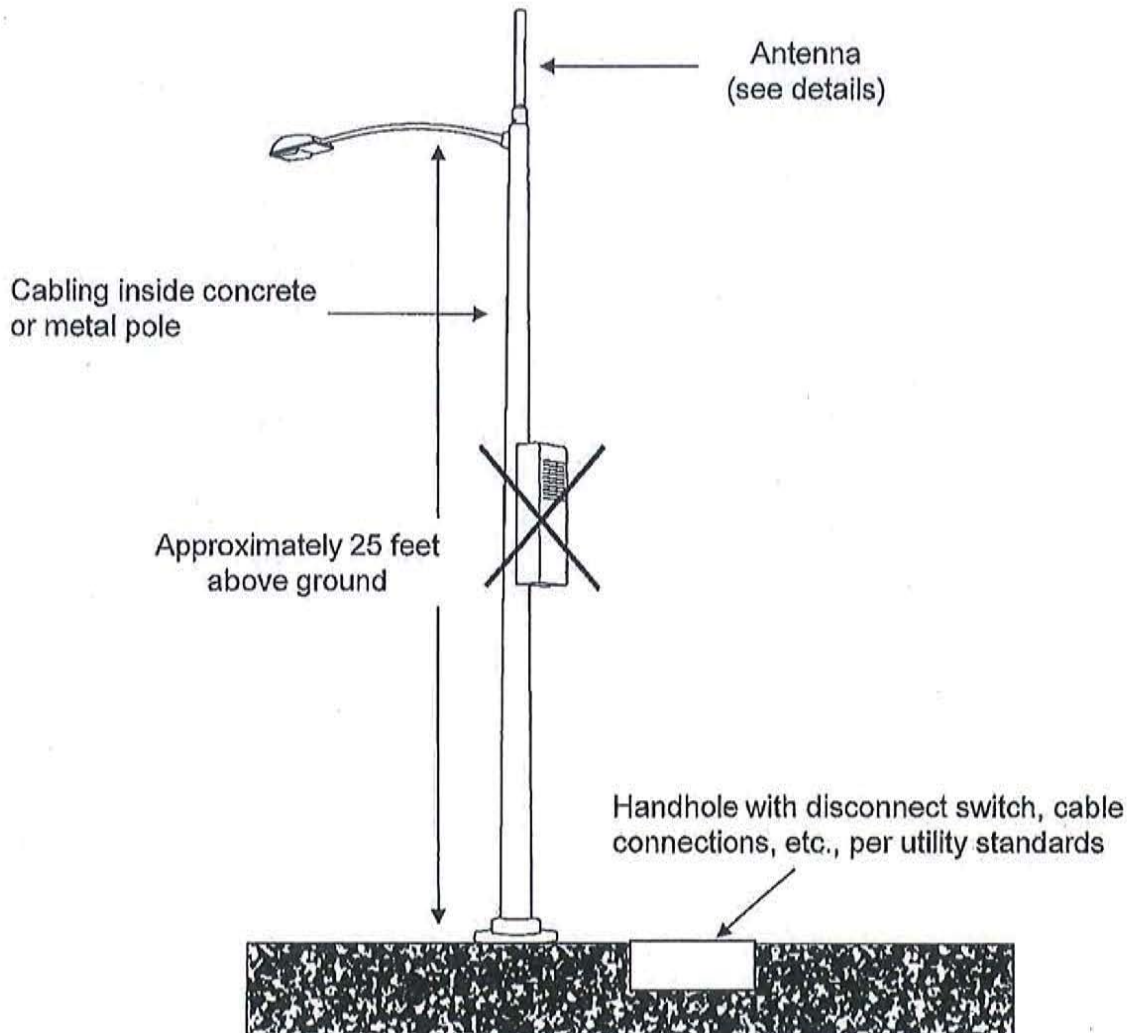
The following equipment configurations and attachment scenarios are intended to be representative in nature *except those items that are crossed out in this Exhibit A shall be omitted from this Exhibit A and shall not be installed as part of Licensee's Facilities that are subject to this Agreement.*

TRB (Licensee initial) [Signature] (Licensor initial)

Actual installations may differ somewhat based upon various factors, including, but not limited to, the coverage and/or capacity objective, final equipment selection, field and pole conditions, existing pole attachments, utility construction standards, and future changes in technology, and are subject to City Approval on a case-by-case basis.



# Street Light Pole



Scale approximate  
Construction will meet national and local utility safety codes

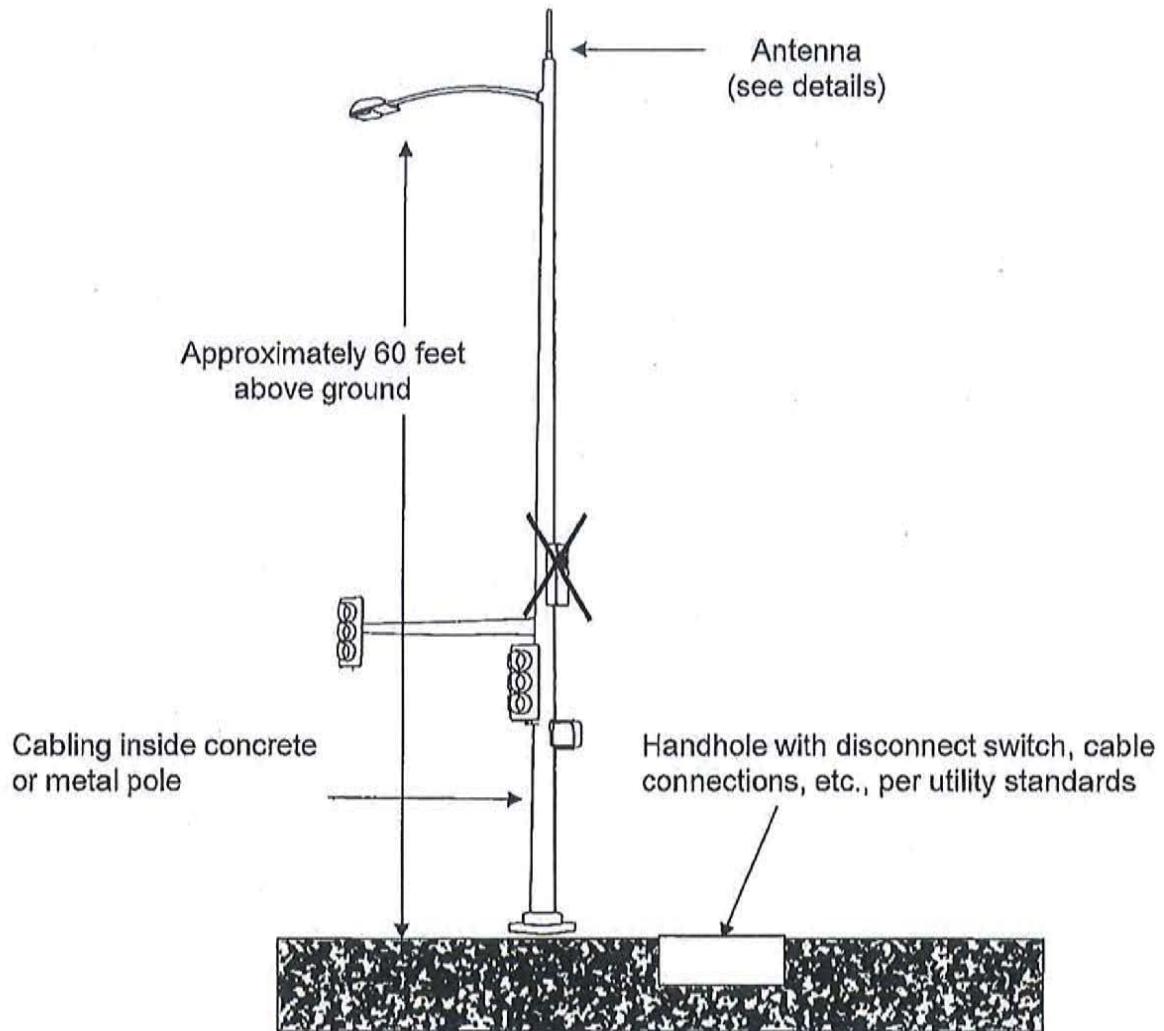


**NextG Networks**

Company Proprietary

Page 2, June 18, 2012

# Traffic Light Pole



Scale approximate  
Construction will meet national and local utility safety codes

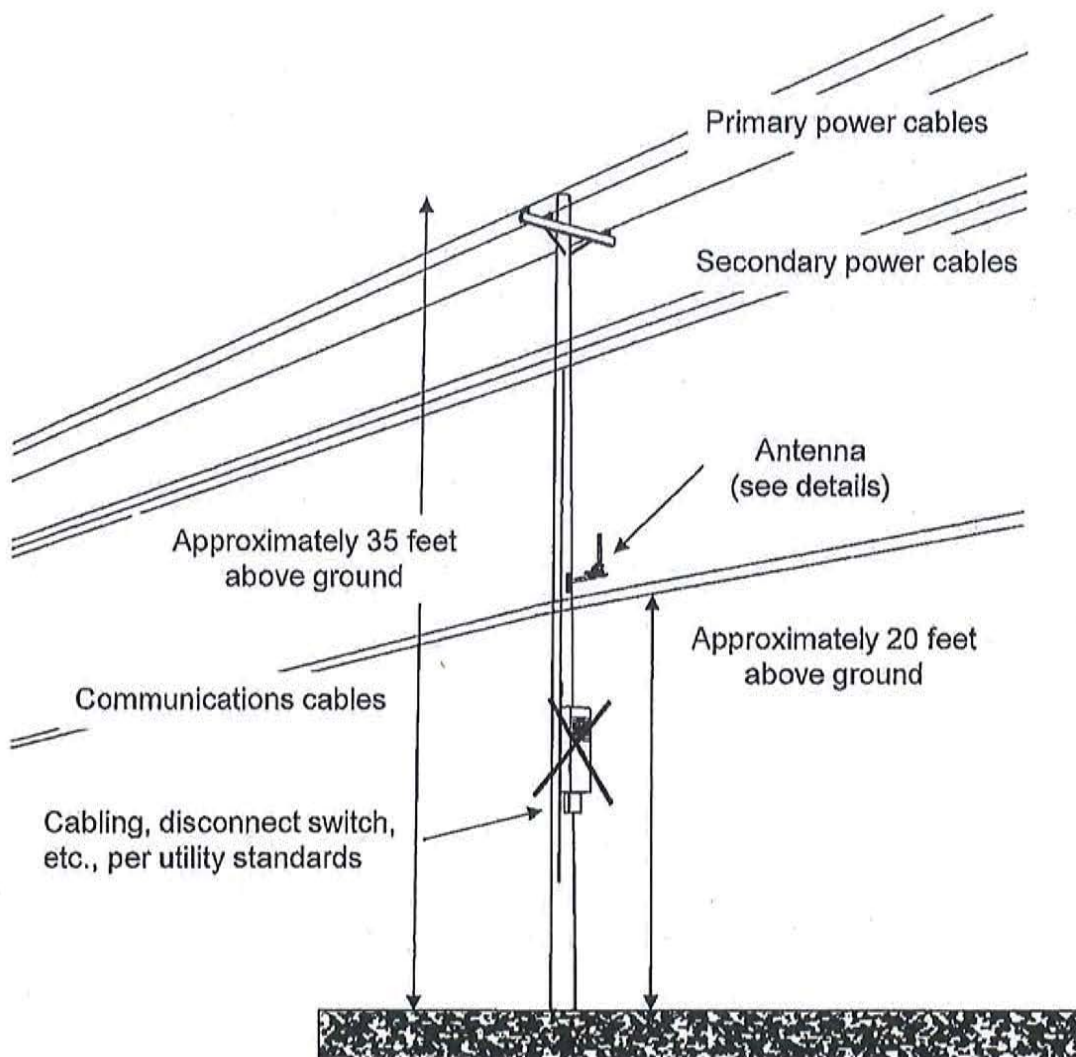


**NextG Networks**

Company Proprietary

Page 3, June 18, 2012

# Wooden Power Pole: Antenna in Communications Space



Scale approximate  
Construction will meet national and local utility safety codes

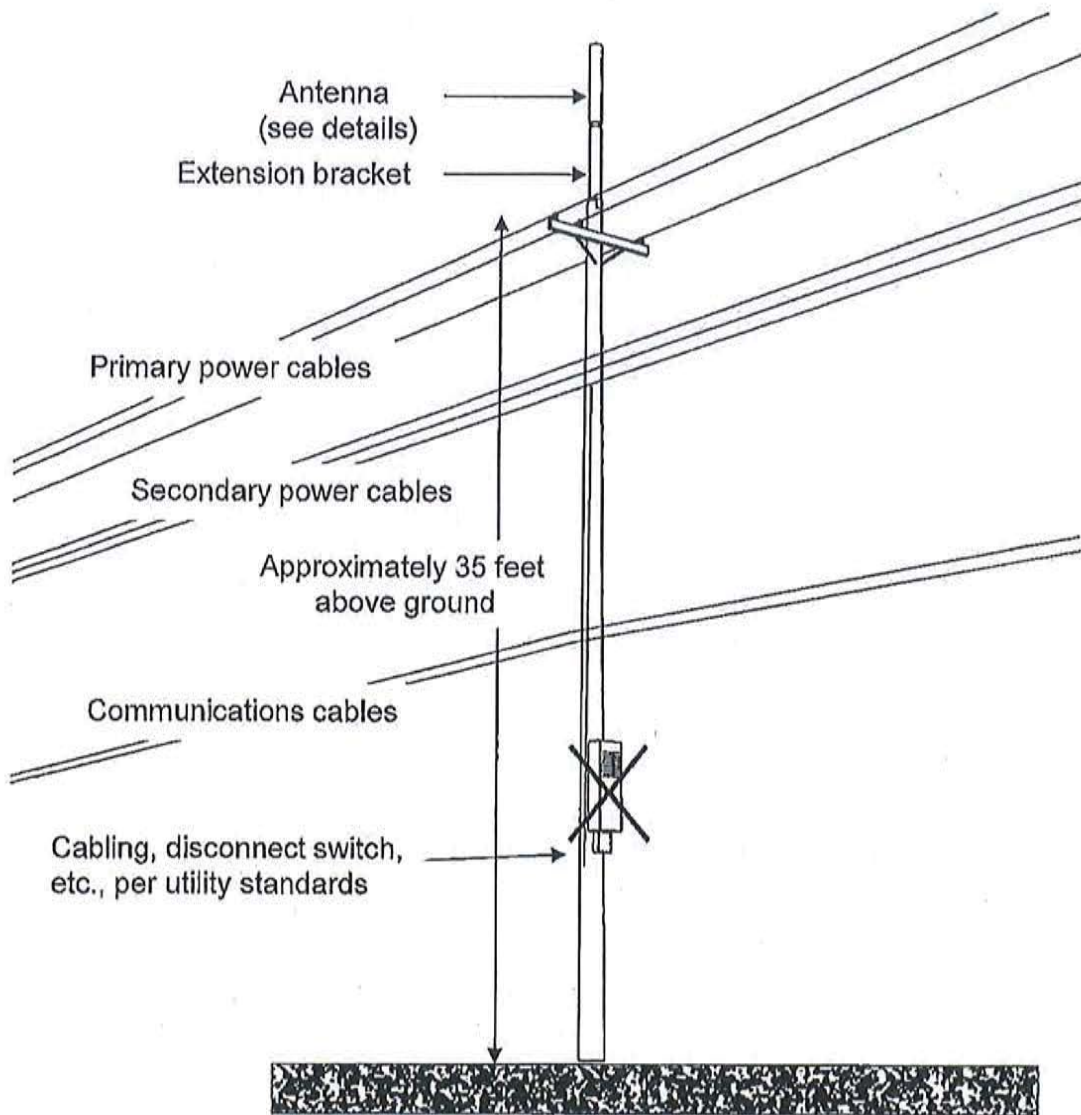


NextG Networks

Company Proprietary

Page 4, June 18, 2012

# Wooden Power Pole: Poletop Antenna



Scale approximate  
Construction will meet national and local utility safety codes

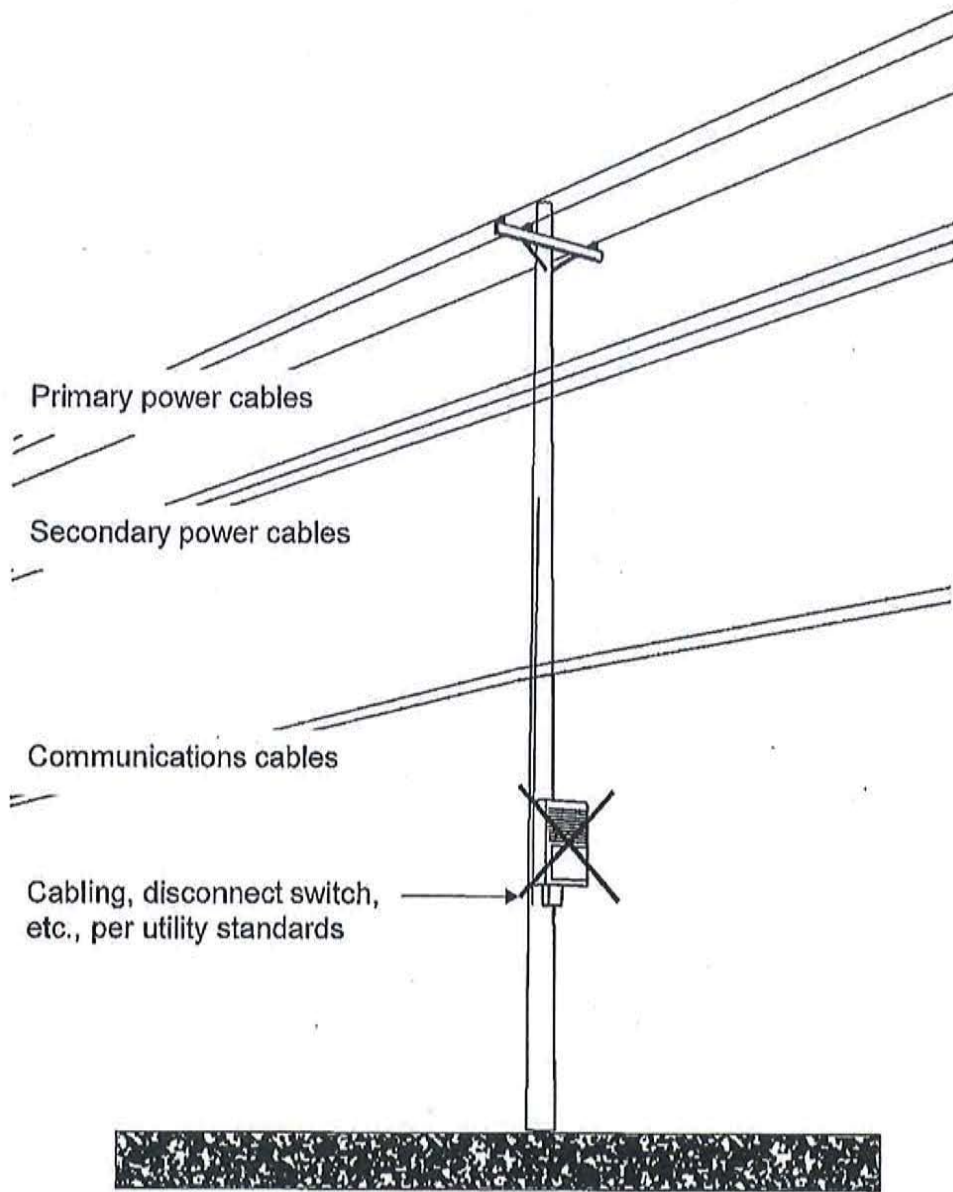


NextG Networks

Company Proprietary

Page 5, June 18, 2012

# Wooden Power Pole: No Antenna



Scale approximate  
Construction will meet national and local utility safety codes

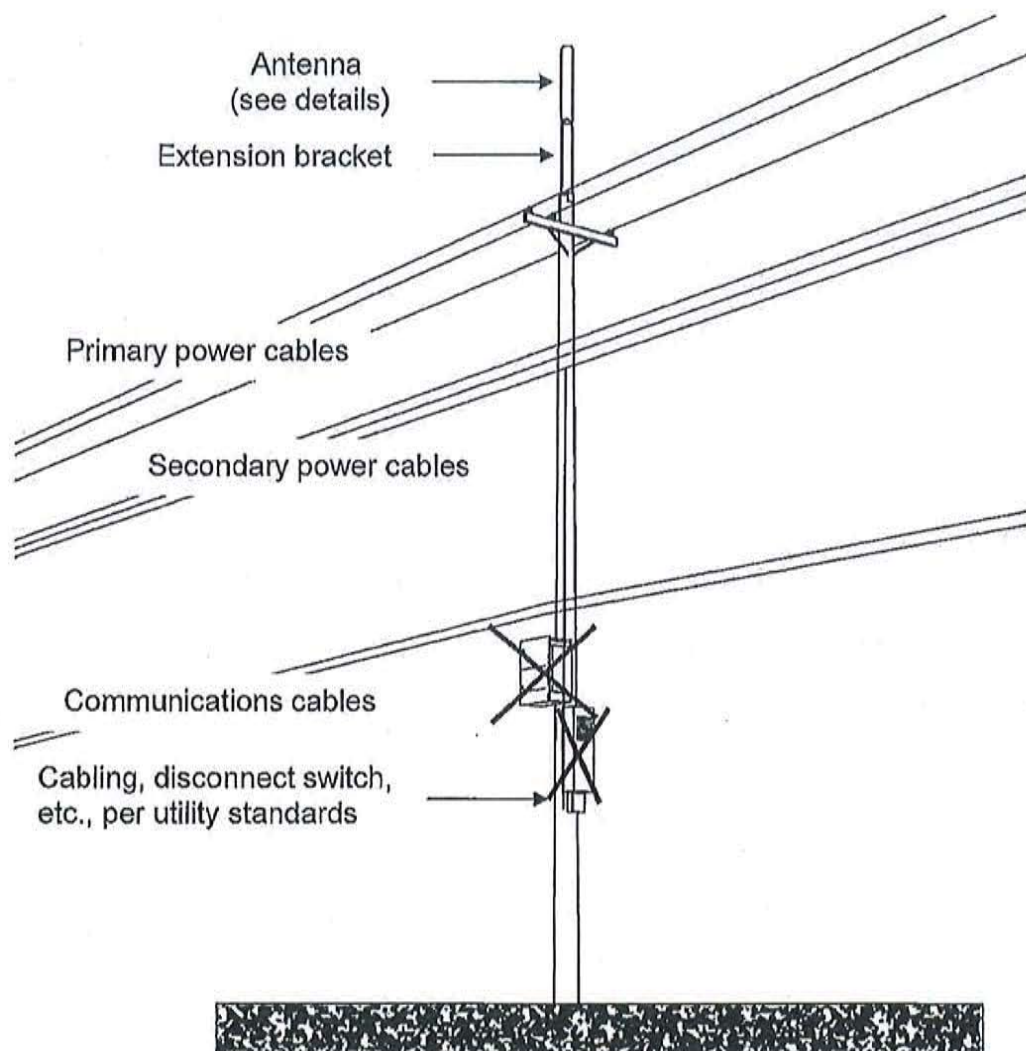


NextG Networks

Company Proprietary

Page 6, June 18, 2012

# Wooden Power Pole: Poletop Antenna, Two Equipment Shrouds



Scale approximate  
Construction will meet national and local utility safety codes



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Company Proprietary

Page 7, June 18, 2012

# Poletop Antenna Designs

Engineering and design determined on a site-by-site basis,  
some with extension bracket



Cylindrical-style antenna  
24 to 50 inches high,  
2 to 10 inches in diameter



Cylindrical-style antenna  
48 to 72 inches high,  
8 to 14 inches in diameter



Drum-style antenna  
24 to 26 inches high,  
16 to 20 inches in diameter



NextG Networks

Scale approximate

Company Proprietary

Page 8, June 18, 2012

# Poletop Antenna Designs

Engineering and design determined on a site-by-site basis,  
some with extension bracket



Omni ("whip")-style antenna  
48 to 72 inches high,  
1 to 3 inches in diameter



NextG Networks

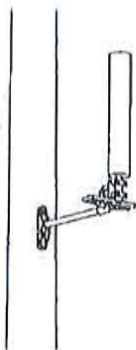
Scale approximate

Company Proprietary

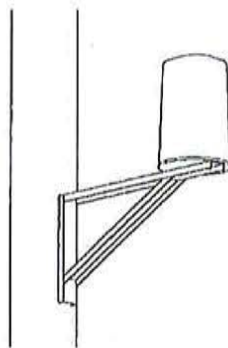
Page 9, June 18, 2012



# Communications Space Antenna Designs



**Cylindrical-style antenna**  
24 to 36 inches high,  
2 to 14 inches in diameter



**Drum-style antenna**  
24 to 26 inches high,  
16 to 20 inches in diameter

Scale approximate

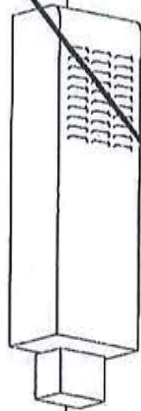


**NextG Networks**

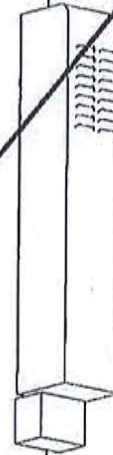
Company Proprietary

Page 10, June 18, 2012

# Equipment Shroud Designs



**Equipment Shroud**  
48 to 52 inches high,  
12 to 24 inches wide,  
10 to 15 inches deep



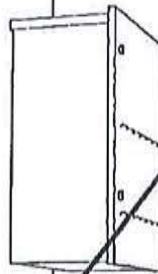
**Equipment Shroud**  
48 to 70 inches high,  
8 to 15 inches wide,  
8 to 12 inches deep

Scale approximate.

Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



# Battery Backup Unit



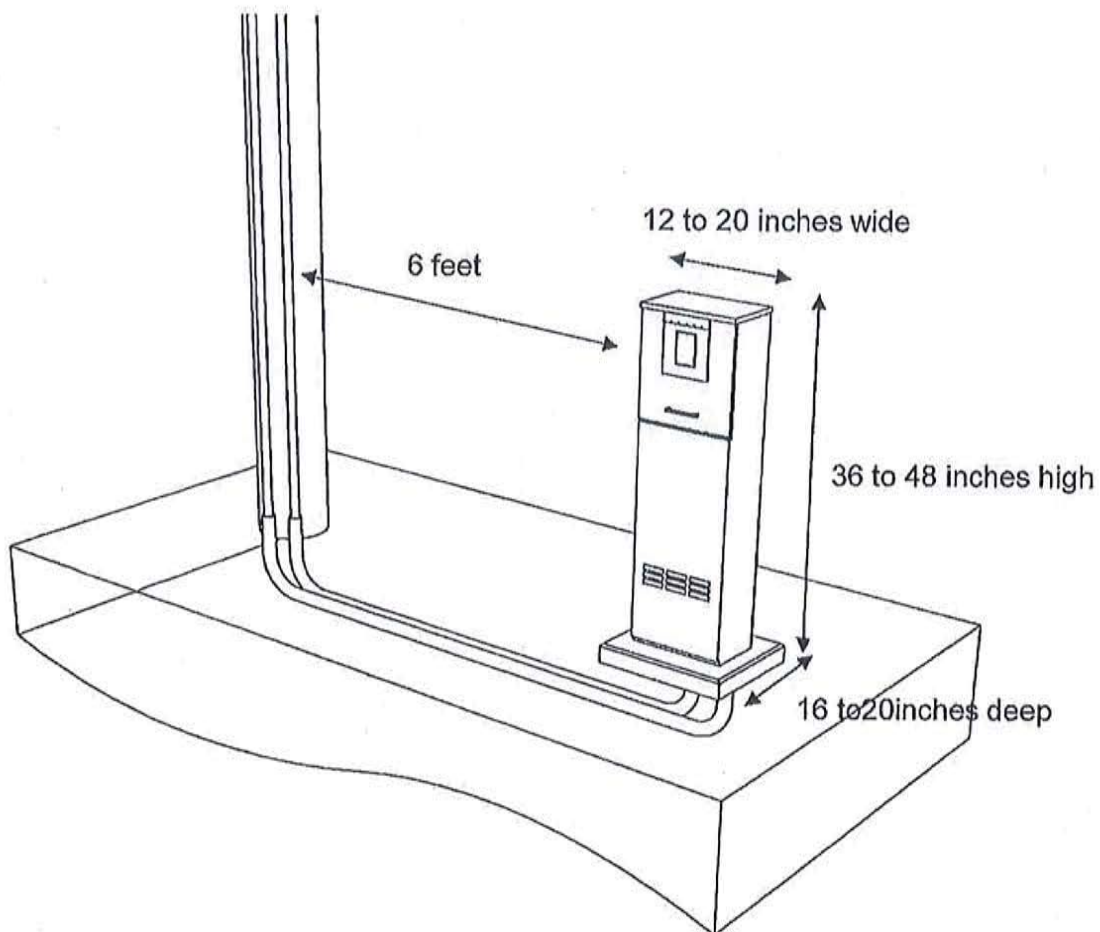
**Battery Backup Unit**  
36 to 70 inches high,  
12 to 36 inches wide,  
8 to 24 inches deep

Scale approximate.

Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



# Equipment on Pedestal



Scale approximate & dimensions are typical.

Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.

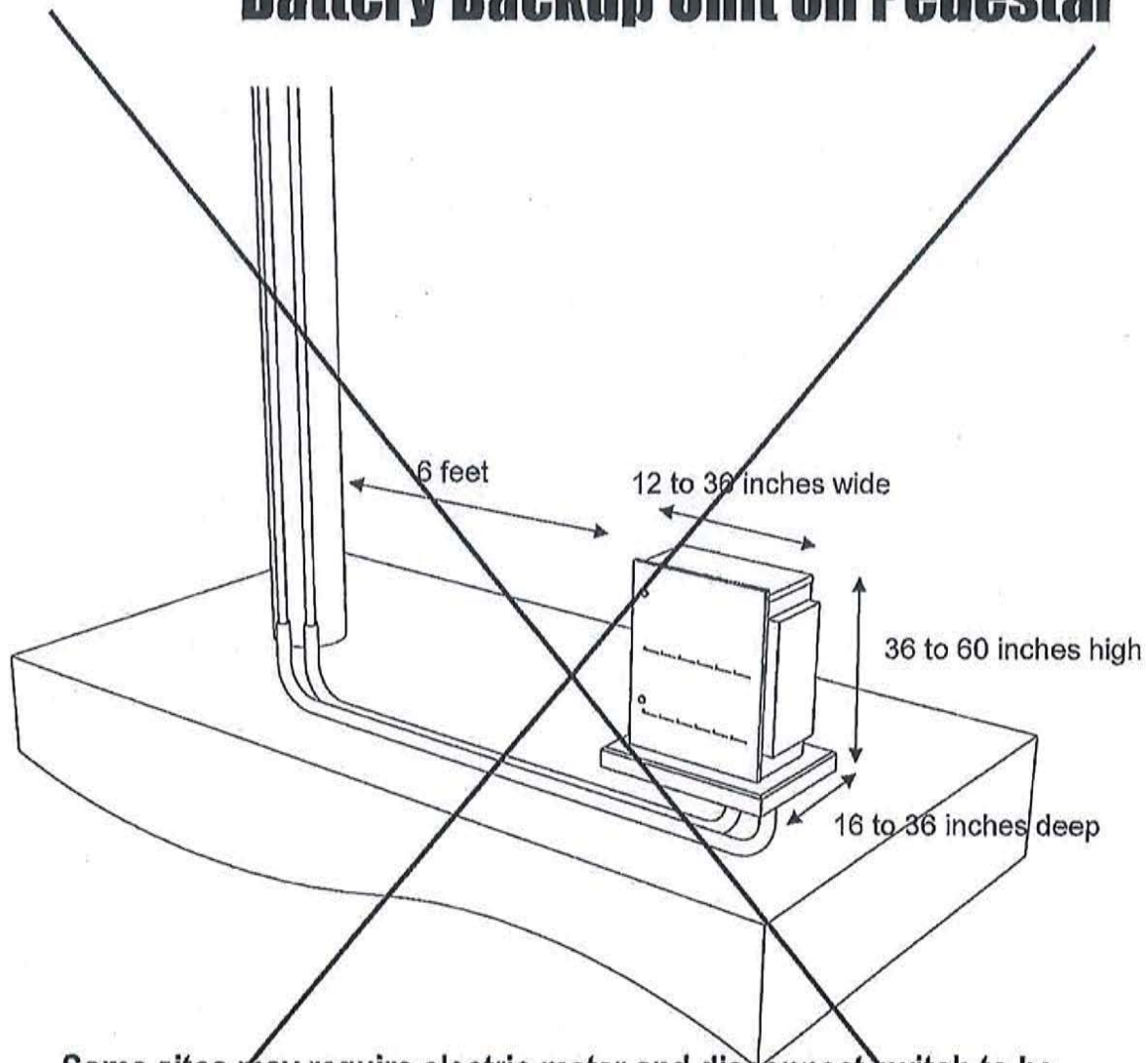


**NextG Networks**

Company Proprietary

Page 13, June 18, 2012

## Battery Backup Unit on Pedestal



**Some sites may require electric meter and disconnect switch to be mounted on a separate pole rather than on pedestal.**

Scale approximate & dimensions are typical.

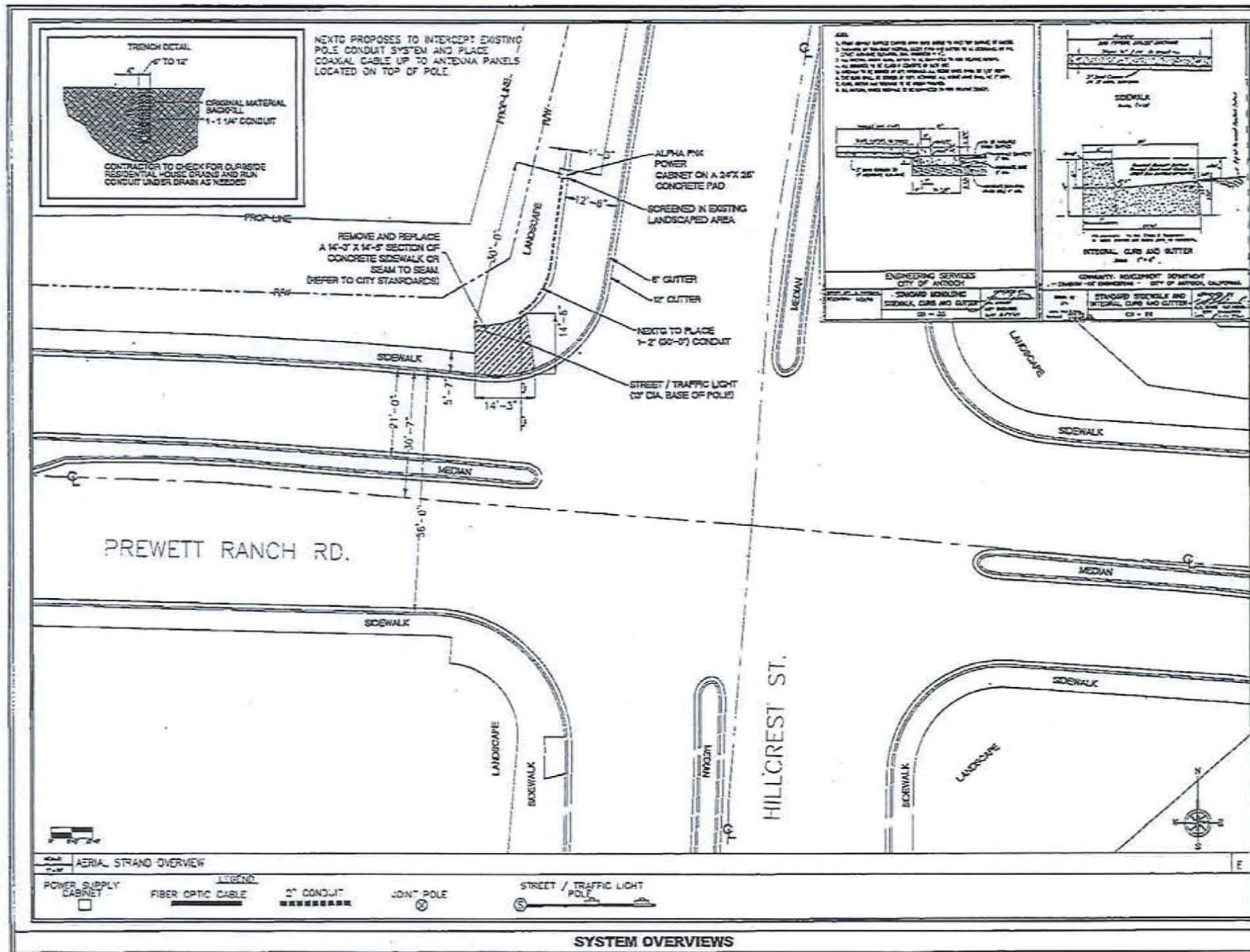
Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



## **Exhibit B**









**NextG Networks of California, Inc.**  
2500 Sycamore Blvd.  
Brea, CA 92621  
PH: (949) 999-1541

---

**PROJECT INFORMATION**

PROJECT NAME: HILLCREST AT PRAIRIE BLVD  
ADDRESS: CA 92621

---

**PERMIT ISSUE DATE:**  
7/2/12

---


**PERMIT SUBMISSION:**

NO.	DATE	DESCRIPTION	BY
1	7/2/12	PLS. LOCATION UPDATE	12

---

**PLANS PREPARED BY:**  
**HP COMMUNICATIONS INC.**  
13411 Tamarind Ave. #4  
Dallas, TX 75244  
PHONE: (214) 271-1414

---

**PLANS APPROVED BY:**  
 **NextG Networks of California, Inc.**  
REP.

---

**COMMENTS:**

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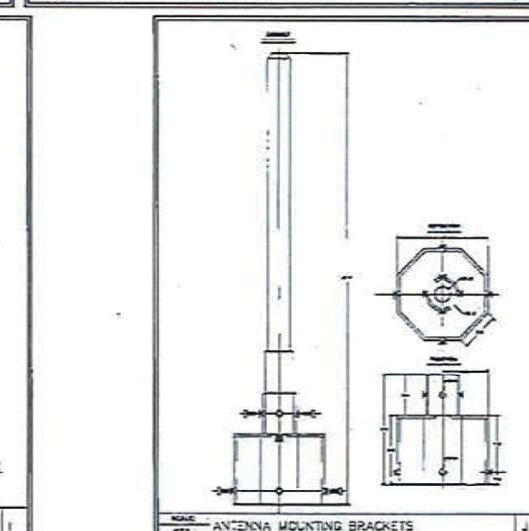
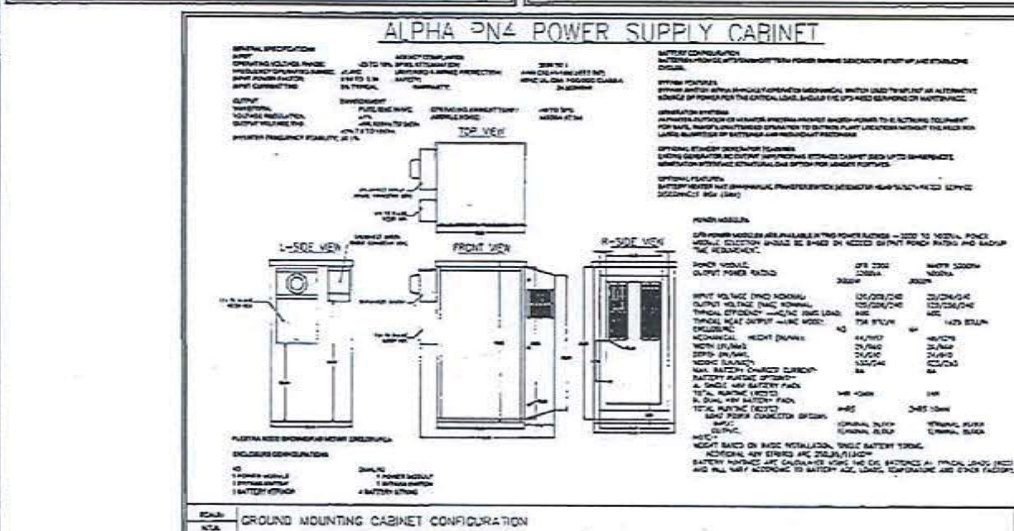
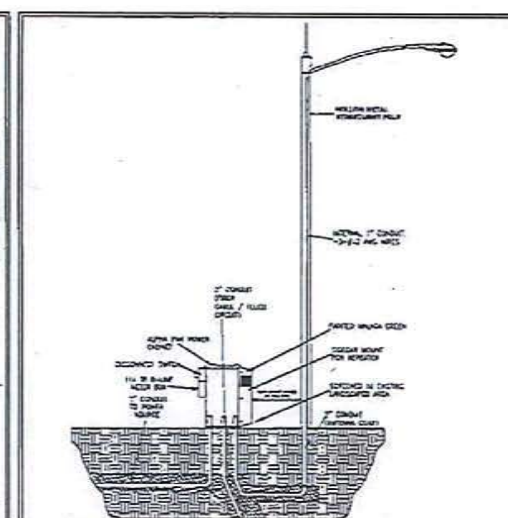
**PROJECT TITLE:**  
**NEXTG NETWORKS  
ANTENNA (FIBER) PROJECT  
PRAIRIE BLVD/HILLCREST**

---

**SHEET NUMBER:**  
**3**

**REVISION:**  
**1**

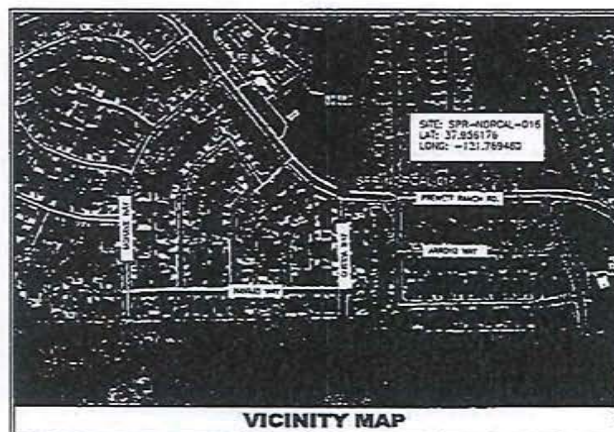
**3 OF 4**





NextG Networks Inc.  
**ANTIOCH (SF74XB986)**  
**SPR-NORCAL-016**

**PREWETT RANCH RD / ONEIDA WAY (NORTH SIDE)**  
**ANTIOCH, CA. 94531**



Call Before you Dig!



Know what's below.  
 Call before you dig.  
 Call 811 Before you Dig!

SHEET	DESCRIPTION	REV.
1	TITLE SHEET	
2	UTILITY MEET / RIGHT-OF-WAY EQUIPMENT PROFILE	
3	DESIGN EQUIPMENT	
4	UTILITY POLE EQUIPMENT PROFILE	
<b>SHEET INDEX</b>		

**DO NOT SCALE DRAWINGS**

CONTRACTOR SHALL VERIFY ALL PLANS AND EQUIPMENT DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE PROJECT OR AGENCY OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

**GENERAL CONTRACTOR NOTES**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO CONTRADICT ANY CITY ORDINANCES TO THE AREAS COVERED CODES.

- |                           |                          |
|---------------------------|--------------------------|
| 1. SANITARY SEWERAGE CODE | 3. CIVIL PLUMBING CODE   |
| 2. CIVIL MECHANICAL CODE  | 4. CIVIL ELECTRICAL CODE |
| 3. BUILDING CODE          | 5. CIVIL MECHANICAL CODE |
| 4. CIVIL MECHANICAL CODE  | 6. CIVIL MECHANICAL CODE |

**CODE COMPLIANCE**

**PROPERTY INFORMATION**

OWNER: NCTG  
 PROJECT: ANTIOCH (SF74XB986)  
 NCTG: SPR-NORCAL-016  
 LATITUDE: 37.856179  
 LONGITUDE: -121.769482  
 STREET ADDRESS: PREWETT RANCH RD / ONEIDA WAY (NORTH SIDE)  
 CITY, STATE: ANTIOCH, CA 94531  
 POLE: N/A  
 POLE TYPE: N/A  
 POLE OWNER: N/A  
 POLE LOCATION IN DESCRIPTION: PROJECT RANCH RD / ONEIDA WAY (NORTH SIDE)

**PROJECT SUMMARY**

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF AN ANTENNA AND ASSOCIATED WIRING LOCATED OUTSIDE THE HOME. NOTES REFERRED TO OTHER THE WORK PERTAINING TO AN EXISTING NEARBY STREET LIGHT POLE AND WOULD A LOCATING WOULD BE REQUIRED TO BE OBTAINED FROM THE CITY OF ANTIOCH AND BUREAU OF PUBLIC WORKS.

**PROJECT DESCRIPTION**

INSTALL / PLACE NEW POLE IN EXISTING OR NEW UNDEVELOPED LOT. CONTRACTOR SHALL VERIFY ALL PLANS AND EQUIPMENT DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE PROJECT OR AGENCY OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

**PROJECT SCOPE**

NextG Networks of California, Inc.  
 10000 S. 10TH AVE.  
 SUITE 100  
 ANTIOCH, CA 94531  
 PHONE: (925) 431-1000

**PROJECT INFORMATION**

PROJECT NUMBER: ANTIOCH (SF74XB986)  
 PROJECT NAME: ANTIOCH (SF74XB986)

**CURRENT ISSUE DATE:**

7/2/12

**PROJECT DESCRIPTION:**

**REV. DATE: DESCRIPTION:**

REV.	DATE	DESCRIPTION
1	7/2/12	ISSUED FOR PERMITTING AND RECORDS

**PLANS PREPARED BY:**

HP COMMUNICATIONS INC.  
 10000 S. 10TH AVE.  
 SUITE 100  
 ANTIOCH, CA 94531

**PLANS APPROVED BY:**

NextG Networks of California, Inc.

**COMMENTS:**

**SHEET TITLE:**

NextG Networks  
 ANTIOCH (SF74XB986) PROJECT  
 POLE PROFILE SPR-NORCAL-016

**SHEET NUMBER:**

1

1 OF 4

# NEW CONSTRUCTION

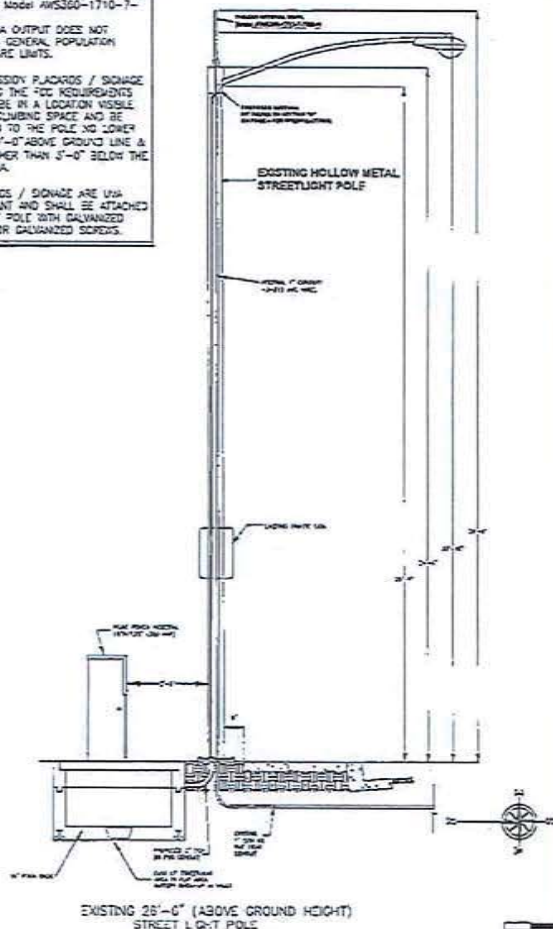
NEXTG TO INSTALL GROUND MOUNTED EQUIPMENT AND PLACE CONDUIT TO EXISTING STREETLIGHT.

## NOTES:

TOP OF POLE: 25'-6"  
RAD CENTER OF ANTENNA: 27'-10"  
ANTENNA TYPE: PHAZAR ANTENNA  
CORP. Model AWS360-1710-7-  
TON-N  
ANTENNA OUTPUT DOES NOT  
EXCEED GENERAL POPULATION  
EXPOSURE LIMITS.

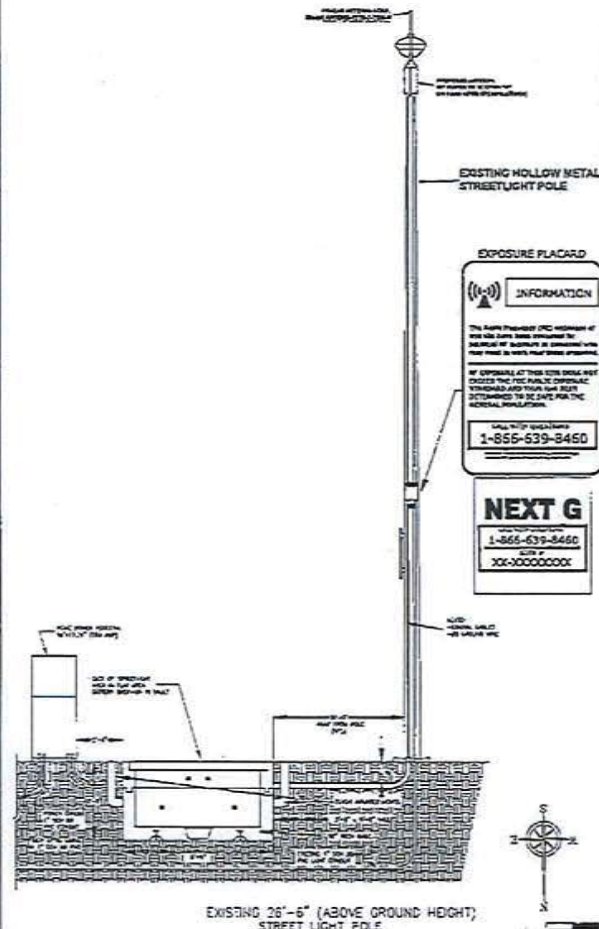
IF EMISSION PLACARDS / SIGNAGE  
MEETING THE FCC REQUIREMENTS  
SHALL BE IN A LOCATION VISIBLE  
FROM TRAVEL SPACE AND BE  
AFFIXED TO THE POLE NO LOWER  
THAN 5'-0" ABOVE GROUND LINE &  
NO HIGHER THAN 5'-0" BELOW THE  
ANTENNA.

PLACARDS / SIGNAGE ARE USA  
RESISTANT AND SHALL BE ATTACHED  
TO THE POLE WITH GALVANIZED  
NAILS OR GALVANIZED SCREWS.



UTILITY POLE DETAIL POLE# 7481 LOOKING EAST A

NOTE:  
ALL EXCAVATING WILL BE IN  
DIRT RIGHT -OF- WAY AREA



UTILITY POLE DETAIL POLE# 7481 LOOKING SOUTH B

**EXPOSURE PLACARD**

**INFORMATION**

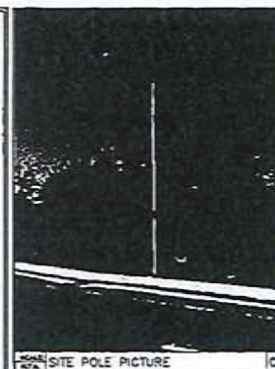
This sign provides FCC information of non-ionizing radio frequency (RF) energy that may be present in the area of the antenna.

IF EXPOSURE AT THIS SITE DOES NOT EXCEED THE FCC RADIATION EXPOSURE LIMITS, THIS SIGN SHALL BE REMOVED FROM THE SITE.

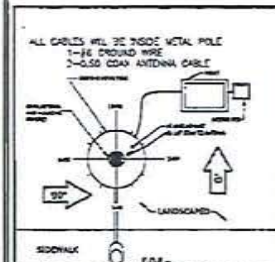
CALL 811 BEFORE YOU DIG  
1-866-639-8460  
OR  
XX-XXXXXXX

**NEXT G**

CALL 811 BEFORE YOU DIG  
1-866-639-8460  
OR  
XX-XXXXXXX



SITE POLE PICTURE C



PREWETT RANCH RD.

POLE# 7481

REPEATER POLE DETAIL D

Call Before you Dig!



Know what's below.  
Call before you dig.  
Call 811 Before you Dig!



## PROJECT INFORMATION

PROJECT NAME: PREWETT RANCH RD. PROJECT NO: 7481-01

## CURRENT ISSUE DATE

7/2/12

## PROJECT SUBMISSION

## REVISIONS

REV. NO.	DATE	DESCRIPTION	BY	CHK.
1	7/2/12	ISSUED FOR PERMIT	HP	KL

## PLANS PREPARED BY

HP COMMUNICATIONS INC.

17341 SOMMER LANE, PM  
CANA, CA 92506  
PHONE: (951) 475-1113

## PLANS APPROVED BY

NextG Networks of California, Inc.

REP.

## COMMENTS

## PROJECT TITLE

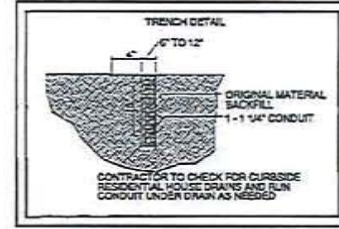
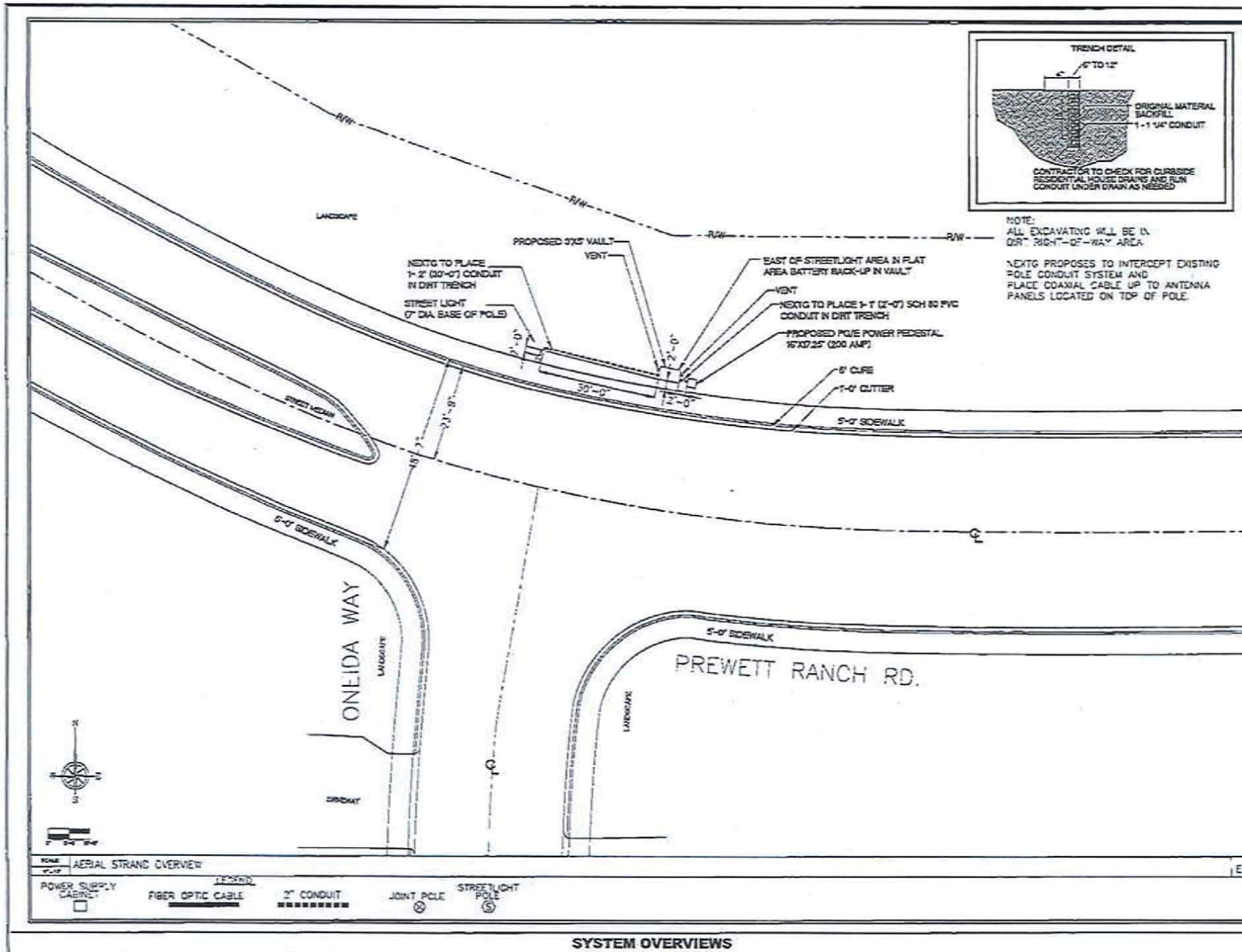
NEXTG NETWORKS  
ANTENNA OPTIMIZATION PROJECT  
POLE # 7481-01-0000000000

## PROJECT NUMBER

2

1

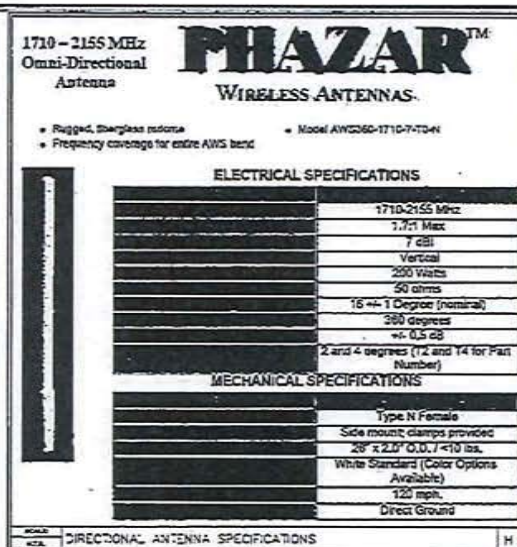
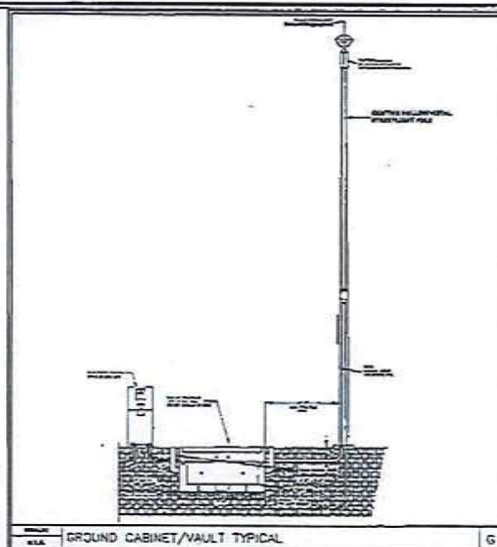
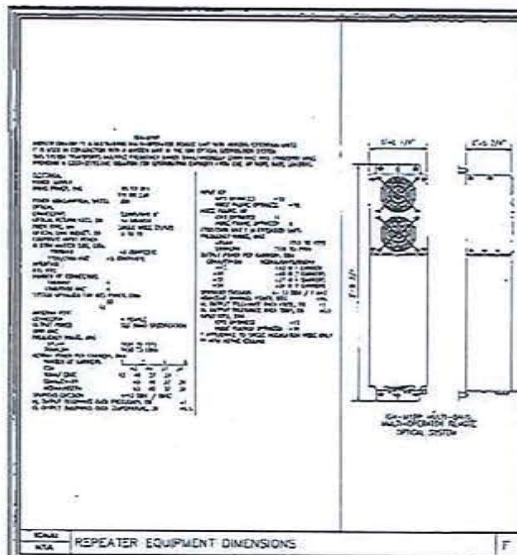
2 OF 4



NOTE:  
ALL EXCAVATING WILL BE IN DIRT RIGHT-OF-WAY AREA.

NEXTG PROPOSES TO INTERCEPT EXISTING POLE CONDUIT SYSTEM AND PLACE COAXIAL CABLE UP TO ANTENNA PANELS LOCATED ON TOP OF POLE.

<b>NextG Networks of California, Inc.</b> 4400 JENSEN AVE. SUITE 200 SAN JOSE, CA 95131 PHONE: (408) 554-1100																																																			
PROJECT INFORMATION																																																			
PROJECT NAME: ONEIDA WAY NORTH SIDE ANTIDOCK (M7400000) PROJECT																																																			
CURRENT ISSUE DATE: 7/2/12																																																			
PROJECT SUBMISSION																																																			
<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>AC</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>5/15/12</td> <td>NEED FOR LOCATION</td> <td>HP</td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	BY	AC	1	5/15/12	NEED FOR LOCATION	HP																																									
NO.	DATE	DESCRIPTION	BY	AC																																															
1	5/15/12	NEED FOR LOCATION	HP																																																
PLANS PREPARED BY:																																																			
<b>HP COMMUNICATIONS INC.</b> 12345 SOMERSET CIRCLE, 40 SAN JOSE, CA 95131 PHONE: (408) 471-1178																																																			
PLANS APPROVED BY:																																																			
<b>NextG Networks of California, Inc.</b> RFP																																																			
COMMENTS																																																			
SHEET TITLE: <b>NEXTG NETWORKS OF CALIFORNIA (M7400000) PROJECT</b> <b>POLE PROFILE SYSTEM OVERVIEWS</b>																																																			
SHEET NUMBER: 3 OF 4																																																			



**NextG Networks of California, Inc.**  
15000 Tenthredin Dr., Suite 100  
San Diego, CA 92128  
Phone: (619) 594-1000

**PROJECT INFORMATION**

PROJECT NAME: 3660-PP30-S10-08  
ANTENNA, CA, PHAZAR

**CURRENT ISSUE DATE**  
7/2/12

**FORM SUBMISSION**

**REV DATE DESCRIPTION**

REV	DATE	DESCRIPTION	BY	CHK
1	7/2/12	REVISED FOR 3660-PP30-S10-08		

**PLANS PREPARED BY**  
HP COMMUNICATIONS INC.  
12345 Tenthredin Dr., Suite 100  
San Diego, CA 92128  
Phone: (619) 594-1000

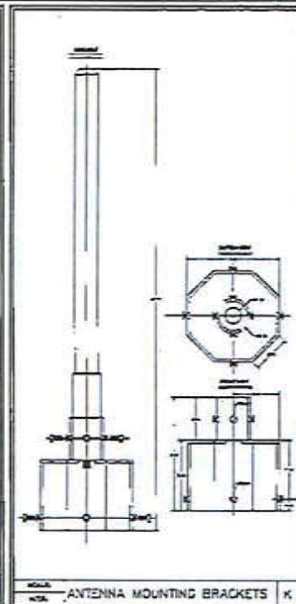
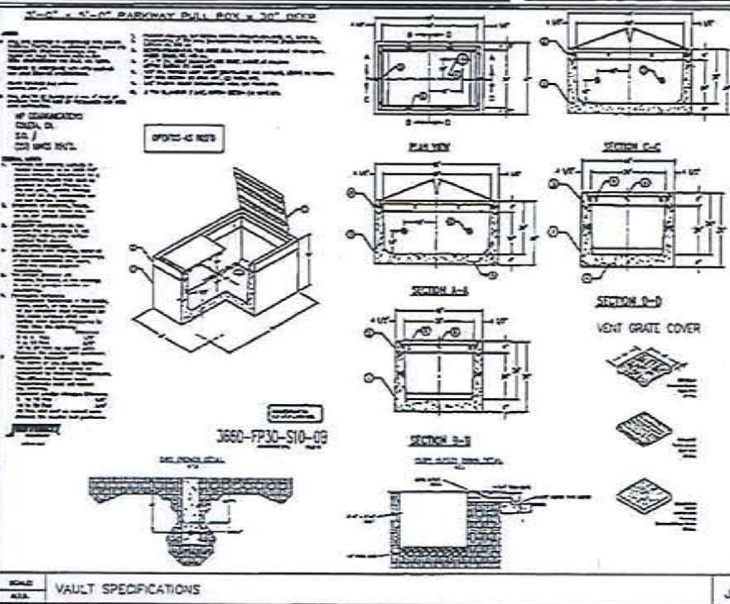
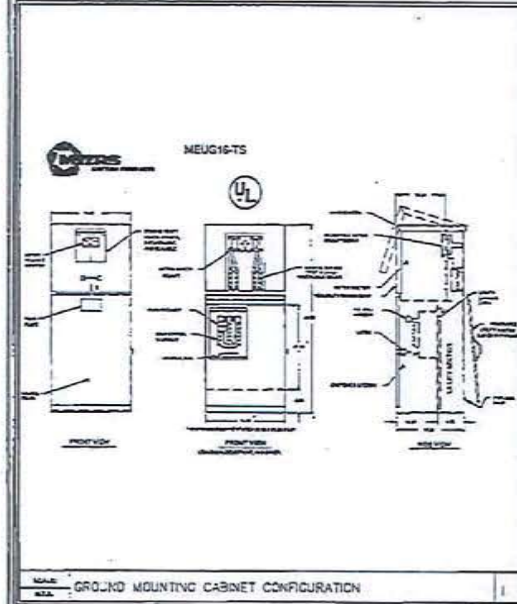
**PLANS APPROVED BY**  
NextG Networks of California, Inc.  
REP.

**PROJECT TITLE**  
3660-PP30-S10-08

**SHEET NUMBER**  
4

**REVISION**  
1

**4 OF 4**



**UTILITY POLE EQUIPMENT TYPICALS**



An aerial photograph showing a residential neighborhood with several streets. A white rectangular box in the upper right quadrant contains the following text:  
 SITE:  
 SPR-NORCAL-003W1  
 LAC: 17-06746  
 LONG: -124.77913  
 The photograph also shows several street names labeled in white boxes:  
 - PINEWOOD AVENUE (top left)  
 - STANFORD WAY (middle left)  
 - BAKER WAY (bottom left)  
 - 15TH AVE NW (bottom center)  
 - 16TH AVE NW (bottom right)  
 - 17TH AVE NW (bottom right)  
 - 18TH AVE NW (bottom right)

**VICINITY MAP**



SHEET	DESCRIPTION	PG.
1	TITLE SHEET	
2	WULFY NOISE / VIBRATION POLLUTION EQUIPMENT PROFILES	
3	SISTEM OVERVIEW	
4	WULFY POLL EQUIPMENT PROFILES	

**SHEET INDEX**

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

ALL WORK AND MATERIALS SHALL BE ASSIGNED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. WORKING IN THESE FIELDS WILL BE CONSIDERED TO IMPLY KNOWLEDGE OF THE CODES PERTAINING TO THE AREAS COVERING CODES:

1. STATE CONSTITUTION CODE	3. STATE PLANNING CODE
2. STATE BUILDING CODE	4. STATE ELECTION CODE
3. UNIFORM-CODES-ACT 1940	5. STATE READING CODE
4. STATE 1940-1970 CODE	6. STUDENT GRADUATION
5. STATE MEDICAL CODE	7. STATE CONTRACT

**CODE COMPLIANCE**

### PROPERTY INFORMATION

LOCATION	NOTE
ADDRESS	ADDRESS (EPA#BBS)
COORD	SUN-HORPOL-SEDM
UNIFORM	2025740
LONGITUDE	-121.77913
STREET ADDRESS	PROJECT BARRY HWY 4 NORTH HAWAII CO. (EPA#)
CITY, STATE	HOENAI, HI 96721
POLE 1	4235
POLE TWO	HIGH POLE
AND CENTER	27=107
ANTENNA HEIGHT	ANTENNA HEIGHT
ANTENNA TYPE	ANTENNA TYPE
ACQUANT FOR ANTENNA	DATE
POWER TO POLE	MATCHED AT POWER OUTPUT
POLE ACCESS	STREET ACCESS
POLE DIRECTION	N/A
POLE UNIFORM	PROJECT BARRY HWY 4 NORTH HAWAII CO. (EPA#)

## PROJECT SUMMARY

THE SUBJECT SPECIFIC OF THE INSTALLATION AND OPERATION OF AN  
ANTENNA AND ASSOCIATED SOUND NOISSE EQUIPMENT FOR NOISE

### PROJECT DESCRIPTION

NOTES: 1. PLACE NEW FIBER IN TUBING OR NEW ACCEPTING  
CONDUITS. INSTALL THE NEW OWN METHOD AND PROTECTED (OR YOUR  
OWN) IN ACCORDANCE TO CONSTRUCTION CODES. INSTALL OWN  
OWNERS (ELECTRIC, BOND, BATTERY, CABLE).

## PROJECT SCOPE

**NextG Networks of California, Inc.**  
550 HOWE DR  
SUNNYVALE, CA 94085-1403  
PHONE: 408.734.1380

#### PRODUCT INFORMATION

FREEMET BARNHILL / FORTY-NINE YEAR OLD CONQUEROR  
ANTIOCH, CA. 94708

## CURRENT ISSUE DATE:

7/2/12

## POINT SUBMISSION:


[illegible]

## STAFF PREPARED BY:

HP COMMUNICATIONS  
INC.

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P00000000000000000000

## PLANS APPROVED BY:



NextG Networks of  
California, Inc.

26

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SPORTS TEAM

NETS NETWORK  
ANTIOCH (EFT-CCS) PROJECT  
FILE PROFILE EFT-MORAL-CCS

SAIT NUMBER

1	1
	1 OF

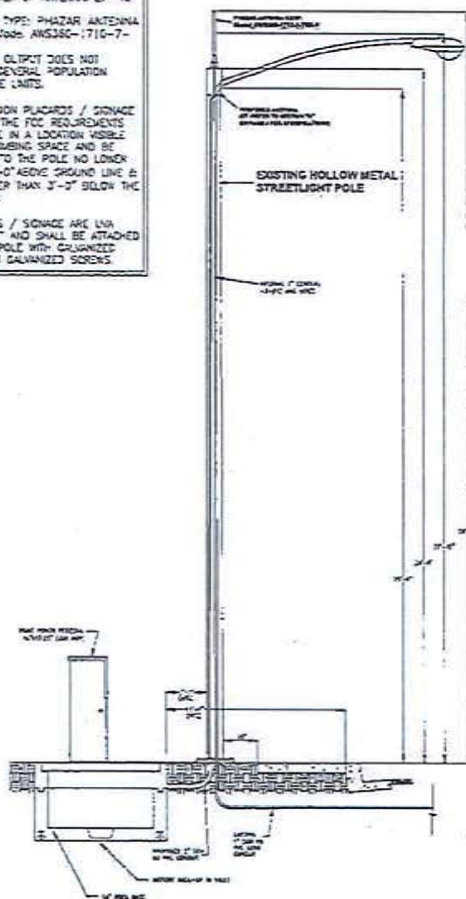
NEXT TO INSTALL GROUND MOUNTED EQUIPMENT AND PLACE CONDUIT TO EXISTING STREETLIGHT.

NOTES:

TOP OF POLE: 26'-6"  
RAD CENTER OF ANTENNA: 23'-10"  
ANTENNA TYPE: PHAZAR ANTENNA  
CORP. Model AKS35C-1716-7-  
TDN-N  
ANTENNA OUTPUT DOES NOT  
EXCEED GENERAL POPULATION  
EXPOSURE LIMITS

RF EMISSION PLACARDS / SIGNAGE MEETING THE FCC REQUIREMENTS SHALL BE IN A LOCATION VISIBLE FROM CLIMBING SPACE AND BE AFFIXED TO THE POLE NO LOWER THAN 9'-0" ABOVE GROUND LINE & NO HIGHER THAN 3'-0" BELOW THE ANTENNA.

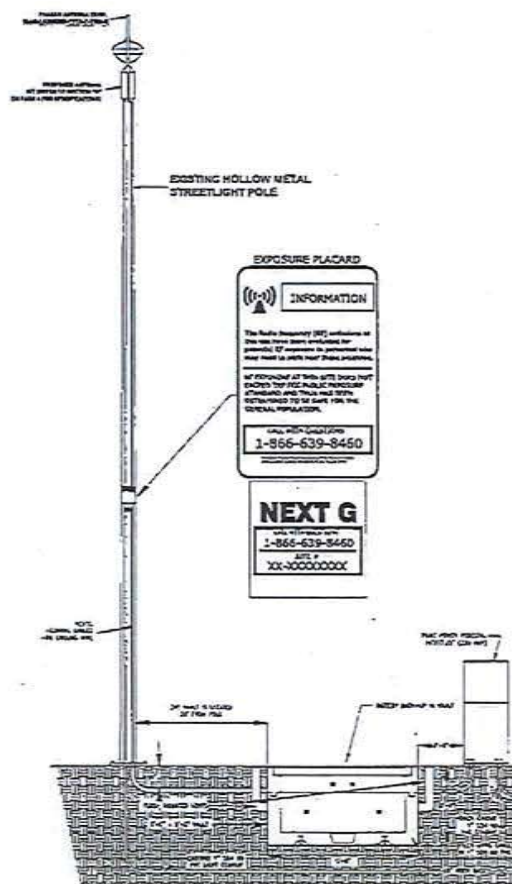
PLACARDS / SIGNAGE ARE UNR  
RESISTANT AND SHALL BE ATTACHED  
TO THE POLE WITH GALVANIZED  
NAILS OR GALVANIZED SCREWS.



EXISTING 26'-6" (ABOVE GROUND HEIGHT)  
STREET LIGHT POLE

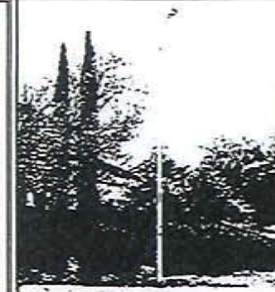
UTILITY POLE DETAIL	POLE# 6089	LOOKING WEST	A
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NOTE:  
ALL EXCAVATING WILL BE IN  
DIRT RIGHT-OF-WAY AREA

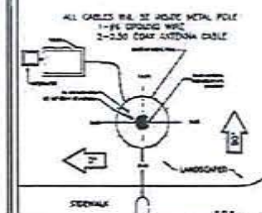


EXISTING 25'-5" (ABOVE GROUND HEIGHT)  
STREET LIGHT POLE

UTILITY POLE DETAIL	POLE# 6088	LOOKING NORTH	B
---------------------	------------	---------------	---



SITE POLE PICTURE



FORTY NINE WAY

POLE-7 6089

NO. 10	RISER POLE DETAIL
--------	-------------------

**Call Before you Dig!**



Know what's below.  
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Call 811 Before you Dig!



NextG Networks of  
California, Inc.  
200 LUGAN DRIVE  
MILPITAS, CA 95035-7000  
PHONE: (408) 494-4000

## PROJECT DESIGNATION

PROPERTY RECORDS/FOOT RISE WAY (SEE CHINA  
ANTIOCH, CA 94501)

7/2/12

### PERMIT SUBMISSION

[illegible]

PLANS PREPARED BY:

HP COMMUNICATIONS  
INC.

15211 Terminal Dr., #1  
Carroll, CA 95965  
Phone: (916) 471-1474

246 APRIL 1982



NextG Networks of

23

COMMENTS:

2-527 TITLE:

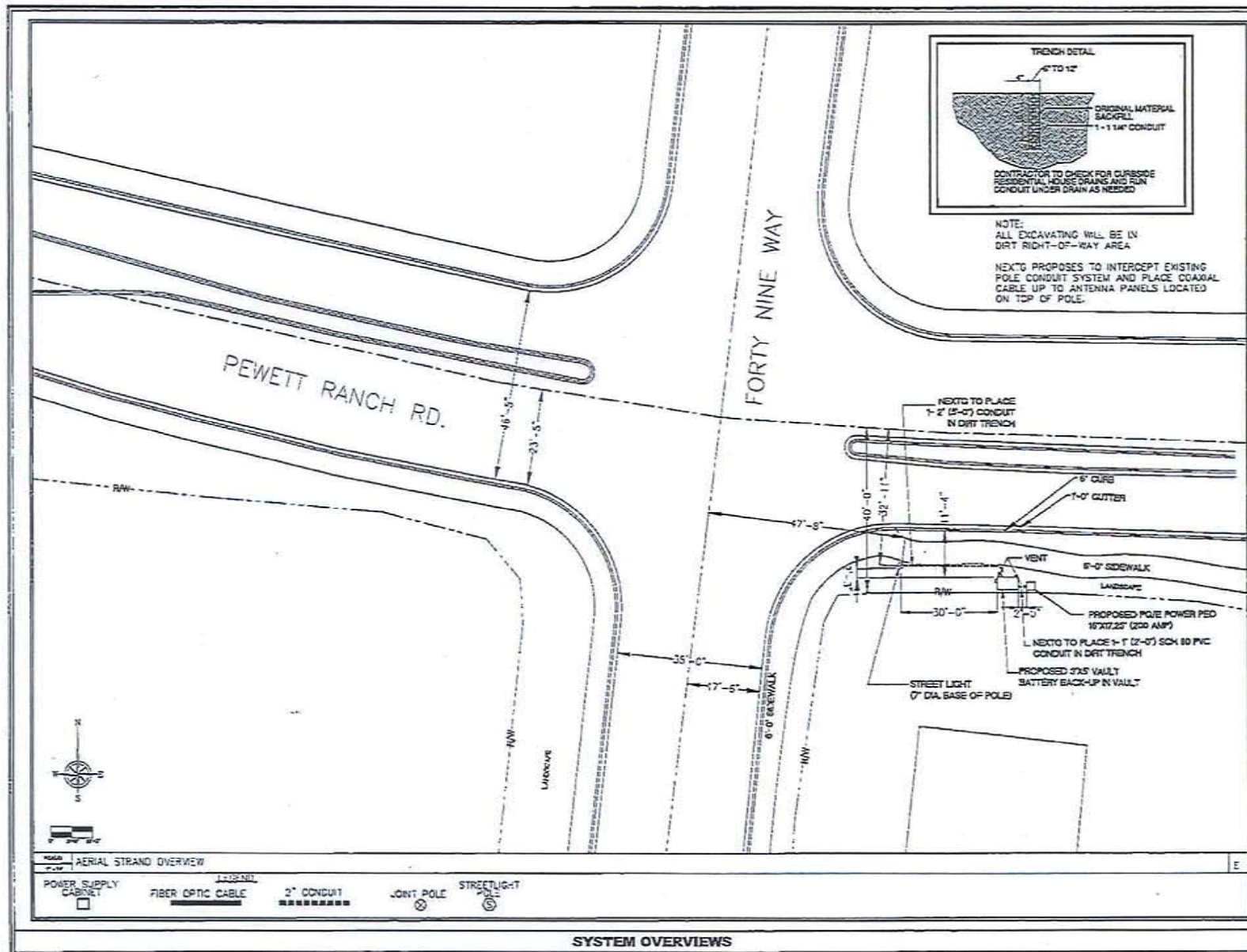
**NEXT: NETWORKS**  
ANTIOCH (SPT00088) PROJECT  
FOLE PROFILE SPT-EDUCAL-EXT

SHEET NUMBER: \_\_\_\_\_ REVISION: \_\_\_\_\_

2

1

2 OF 4



**NextG Networks of California, Inc.**  
200 NORTH SHAW  
MILPITAS, CA 95035-1000  
PHONE: (408) 944-1540

**PROJECT INFORMATION**  
PROJECT: MICHAEL J. FORTY NINE WAY AND OTHER  
ANTIDOT, CA, 94001

**CURRENT ISSUE DATE**  
7/2/12

**PROJECT SUBMISSION**

**REVISIONS**

REV.	DATE	DESCRIPTION
1	7/2/12	ADDED SHAFT LOCATION AND NOTES PAGE

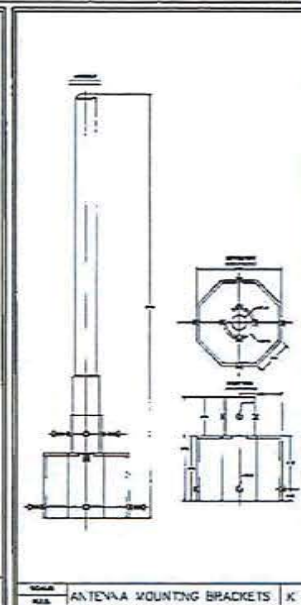
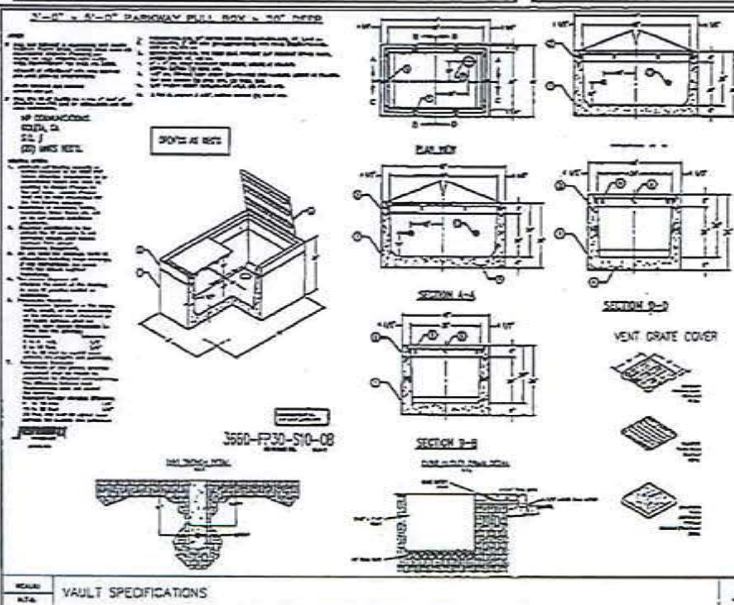
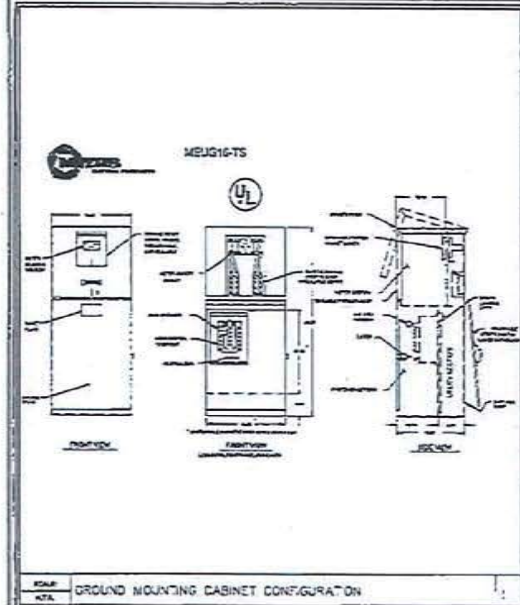
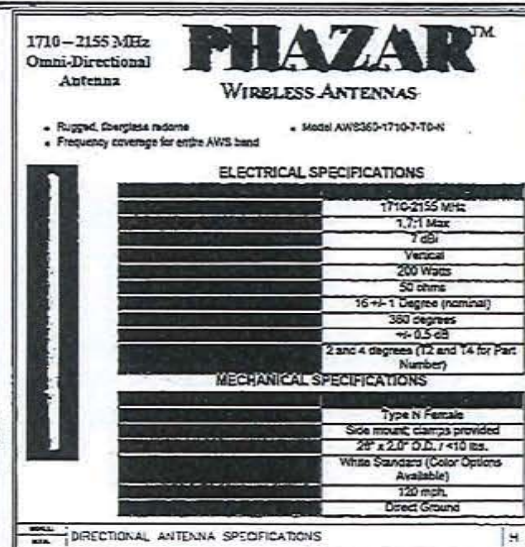
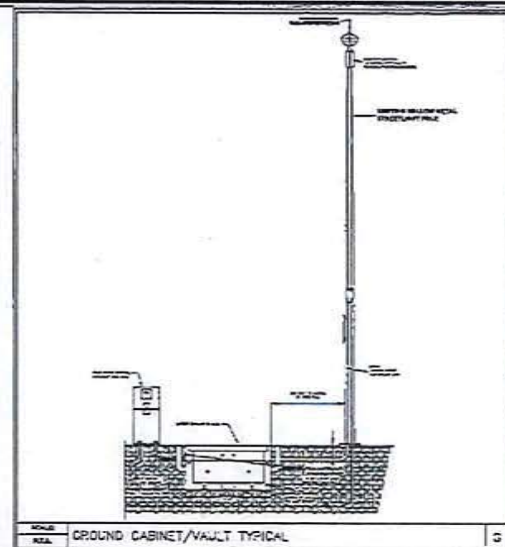
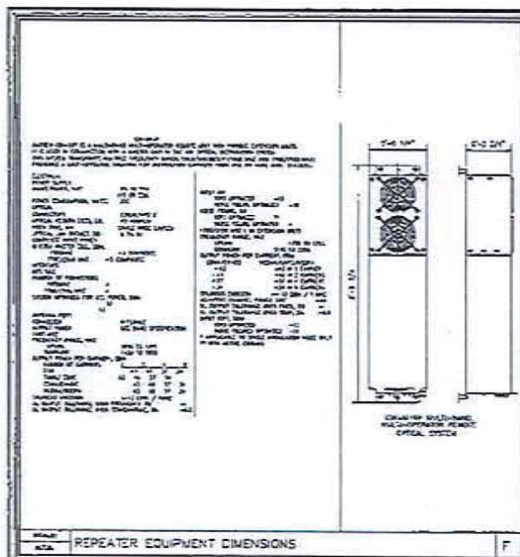
**PLANS PREPARED BY:**  
HP COMMUNICATIONS INC.  
10011 TORREY PIN, PL.  
CARMEL, CA 95008  
PHONE: (408) 471-1419

**PLANS APPROVED BY:**  
NextG Networks of California, Inc.  
REP.

**COMMENTS:**

**SHEET TITLE:**  
NEXTG NETWORKS  
ANTIDOT (OPTIONAL) PROJECT  
POLE PROFILE & STRAND OVERVIEW

**SHEET NUMBER:**  
3 OF 4



NextG Networks of California, Inc.  
4000000000  
4000000000  
4000000000

PROJECT INFORMATION

PROJECT NAME: 1710-2155 MHz AWS BAND  
ANTIOCH, CA, 94501

DRAWING ISSUE DATE: 7/2/12

PERMIT SUBMISSION

REVISIONS

DATE DESCRIPTION

1 7/2/12 1710-2155 MHz AWS BAND ANTIOCH, CA, 94501

HP COMMUNICATIONS INC.  
12015 Townsend Exp. Rd.  
Santa Fe, NM 87505  
PHONE: (505) 471-1111

DESIGNED BY: NextG Networks of California, Inc.

REP:

CHECKED BY:

APPROVED BY:

PROJECT TITLE: 1710-2155 MHz AWS BAND ANTIOCH, CA, 94501

SHEET NUMBER: 4

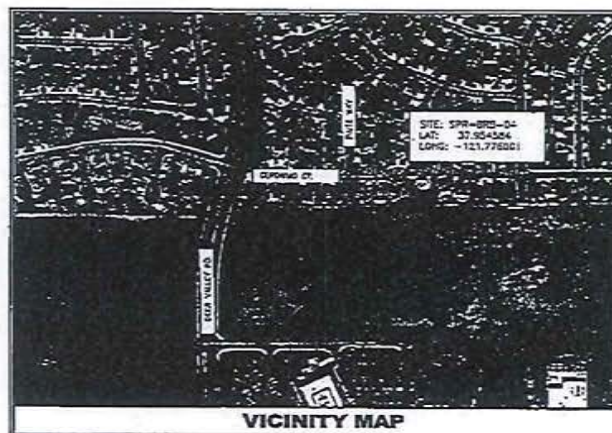
REVISION: 1

4 OF 4

UTILITY POLE EQUIPMENT TYPICALS



NextG Networks Inc.  
**ANTIOCH (SF74XB986)**  
**SPR-BRB-04**  
**5401 GERONIMO CT.**  
**ANTIOCH, CA. 94531**



### CODE COMPLIANCE

### PROPERTY INFORMATION

LOCATION	NOTE
PROJECT	ANTENNA DIFFUSION
MODE	DM-400-S
WAVELENGTH	2100MM
LENGTH	1200MM
STREET ADDRESS	381 KENNEDY ST.
CITY, STATE	ANN ARBOR, MI 48102
POLE	TPI
POLE TYPE	WOOD POLE
POLE CENTER / ANTENNA HEIGHT	20'-10"
ANTENNA TYPE	MG300-1715-7-15-A
ADJUTANT FOR ANTENNA DATA	
POWER TO POLE	ANTENNA AT POWER DAMPED
FIELD ACCESS	SIMPLE ACCESS
POLE OWNER	N/A
POLE LOCATION & ACCESS	2000 WEST 4TH AVENUE IS A POLE WAY

## PROJECT SUMMARY

THE PROJECT ENJOYS THE REGULATION AND OPERATION OF ALL  
ANTENNA AND ASSOCIATED CABLES MOUNTED EQUIPMENT FOR MOBILE

### PROJECT DESCRIPTION

NOTE: PLACE NEW TIE IN DRAIN OR NEW UNDERDRAIN  
CATCHER. TOTAL ONE NEW DRAIN INTERNAL AND ASSOCIATED TOP MOUNT  
BRACKET IN ADDITION TO CONVENTIONAL DRAINAGE. INSTALL DRAIN  
HANGER (SUPPLY, LOCAL BATTERY CABLE).

## PROJECT SCOPE

**Call Before you Dig!**



Know what's below.  
Call before you dig.  
Call 811 Before you Dig!

[illegible]

## SHEET INDEX

## DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

## GENERAL CONTRACTOR NOTES



NextG Networks of  
California, Inc.  
THE TRIM GROUP  
MURKIN, CA 94029-2425  
PHONE: 708.774.1140

## PROJECT INFORMATION

4401 KENNEDY CT.  
ANTIOCH, CA. 94509

2. CURRENT CODE DATE:

7/2/12

**PERMIT SLEWING**

[illegible]

## PLANS PREPARED BY:

HP COMMUNICATIONS  
INC.

11501 Redwood Ct., S.E.  
Carmel, Ca. 95008  
PHON: (714) 471-1919

## PLANT APPROVED BY:



Next: Networks of  
California, Inc.

一

## CONCLUSIONS

**SWEET WITL.**

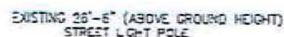
NEXT-GENERATION  
 ANTI-CRACK PROJECT  
 POLYMER-EMULSION

## QUEST NUMBER \_\_\_\_\_

1

1.054

PLACARDS / SIGNS ARE UNA-  
RESISTANT AND SHALL BE ATTACHED  
TO THE POLE WITH GALVANIZED  
NAILS OR GALVANIZED SCREWS.



LOOKING NORTH

Diagram illustrating the location of the new LED lighting fixture and the existing hollow metal streetlight pole.



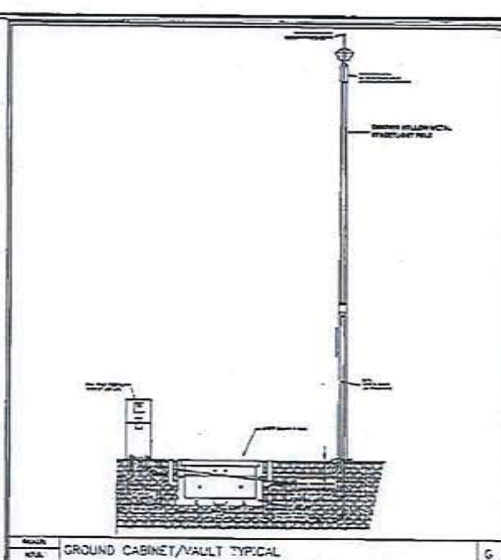
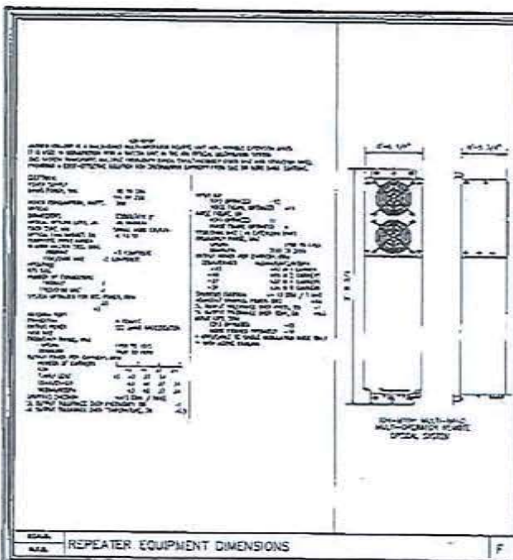
## LOOKING EAST



Know what's below.  
Call before you dig.  
Call 811 Before you Dig!







**NextG Networks of California, Inc.**  
4800 TOWN SQUARE  
SAN JOSE, CA 95128-1400  
PHONE: (408) 435-1000

**PROJECT INFORMATION**

San Bernardino Co.,  
ANTHONY, CA, 91701

**CURRENT ISSUE DATE**  
7/2/12

**PROJECT SUBMISSION**

**REV. DATE** **DESCRIPTION**

1 2/14/12 ADD UNIT CLAMPS AND WATERS P.D. NO

**PLANS PREPARED BY**  
HP COMMUNICATIONS INC.  
12241 TOWN SQUARE, SUITE 400  
SAN JOSE, CA 95131  
PHONE: (408) 435-1000

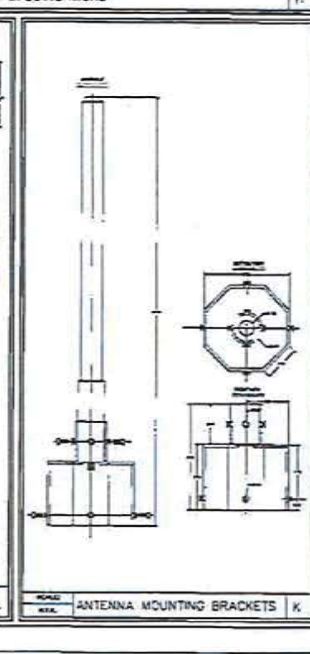
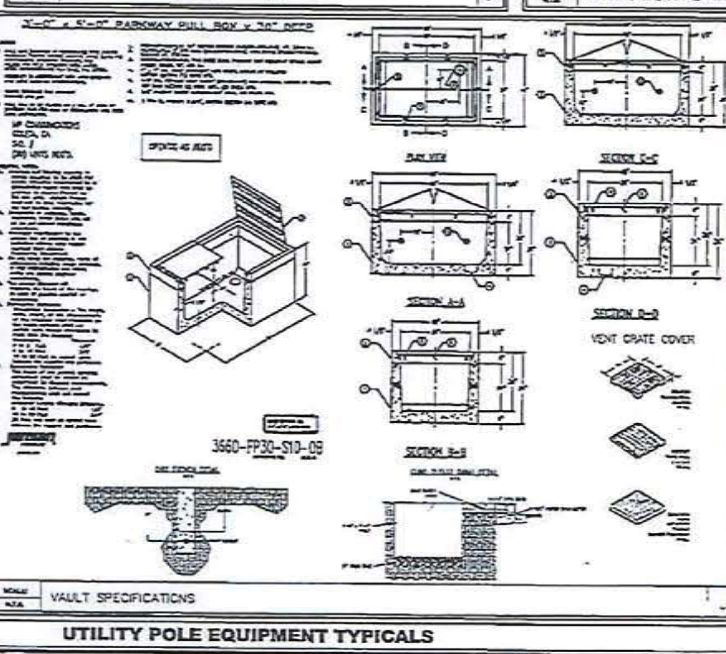
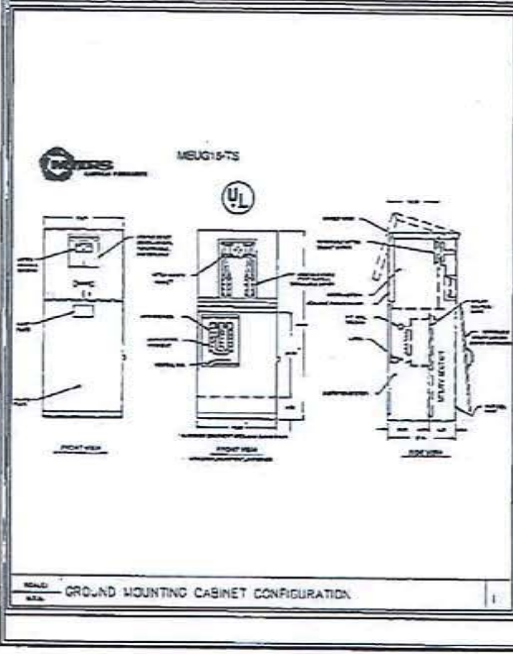
**PLANS APPROVED BY**  
NextG Networks of California, Inc.  
REP.

**PROJECT TITLE**  
NEXTG NETWORKS  
ANTHONY (977-0000) PROJECT  
POLE PROFILE 6775-000-04

**SHEET NUMBER** **DIVISION**

**4** **1**

**4 OF 4**





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
03/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
		PHONE (A/C, NO. EXT): 877-945-7378	FAX (A/C, NO.): 888-467-2378
		E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Federal Insurance Company	20281-005
INSURED	Crown Castle International See Attached Named Insured List 1220 Augusta Dr. Suite 600 Houston, TX 77057	INSURER B: Travelers Property Casualty Co of Amer	25674-001
		INSURER C: Berkshire Hathaway Specialty Insurance Co	22276-001
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 25332063

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7021-02-28	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-474M9749-17	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			47-UMO-303445-01	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2JUB-474M9694-17 TRKUB-474M9701-17	4/1/2017 4/1/2017	4/1/2018 4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 815874 SF ANTIOCH

See Attached:

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF ANTIOCH, CA  
C/O FINANCE DEPT  
PO BOX 5007  
ANTIOCH, CA 94531-5007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Call: 5053307 Tpl: 2134180 Cert: 25332063 © 1988-2015 ACORD CORPORATION. All rights reserved.



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Willis of Pennsylvania, Inc.		<b>NAMED INSURED</b> Crown Castle International See Attached Named Insured List 1220 Augusta Dr. Suite 600 Houston, TX 77057	
<b>POLICY NUMBER</b> See First Page			
<b>CARRIER</b> See First Page	<b>NAIC CODE</b>		
<b>EFFECTIVE DATE:</b> See First Page			

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is included as an Additional Insured under the General Liability, Automobile Liability and Umbrella/Excess Liability policies as their interest may appear and as required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured.

The General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured when required by written contract but always subject to the policy terms, conditions and exclusions and as permitted by law.

# **Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds**

Entity Name	4/1/2017 Edition
24/7 Chesapeake Holdings, LLC	Crown Castle MM Holding Corp.
24/7 Mid-Atlantic Network, LLC	Crown Castle MM Holding LLC
24/7 Mid-Atlantic Network of Virginia, LLC	Crown Castle MU LLC
Access Fiber Group Holdings LLC	Crown Castle NG Atlantic LLC
Access Fiber Group, Inc.	Crown Castle NG Central LLC
AirComm of Avon, L.L.C.	Crown Castle NG East LLC
Atlantic Coast Communications LLC	Crown Castle NG Networks LLC
CA - CLEC LLC	Crown Castle NG West LLC
CCT2 Holdings LLC	Crown Castle Operating Company
CC Castle International LLC	Crown Castle Orlando Corp.
CC Towers Holding LLC	Crown Castle PR LLC
CC TS LLC	Crown Castle PR Solutions LLC
CC FN Holdings LLC	Crown Castle PT Inc.
CC Finance LLC	Crown Castle Puerto Rico Corp.
CC Holdings GS V LLC	Crown Castle Services LLC
CC Site Acquisitions II LLC	Crown Castle Solutions LLC
CC Sunesys Fiber Networks LLC	Crown Castle South LLC
CC TM PA LLC	Crown Castle TDC LLC
CC Towers Guarantor LLC	Crown Castle TLA LLC
CCATT Holdings LLC	Crown Castle Towers 05 LLC
CCATT LCC	Crown Castle Towers 06-2 LLC
CCATT PR LLC	Crown Castle Towers 09 LLC
CCGS Holdings Corp.	Crown Castle Towers LLC
CCPR VI Tower Newco LLC	Crown Castle MUPA LLC
CCS & E LLC	Crown Castle USA Inc.
CCTM Holdings LLC	Crown Communication LLC
CCTM1 LLC	Crown Communication New York, Inc.
CCTM2 LLC	DAS Development Corporation
CCTMO LLC	Fibernet Direct Florida LLC
ComSite Venture, Inc.	Fibernet Direct Holdings LLC
Chesapeake Fiber, LLC	Fibernet Direct TEL LLC
Coastal Antennas LLC	Fibernet Direct Texas LLC
Coverage Plus Antenna Systems LLC	Global Signal Acquisitions II LLC
Crown Atlantic Company LLC	Global Signal Acquisitions III LLC
Crown Mobile Systems, Inc.	Global Signal Acquisitions IV LLC
Crown Castle AS LLC	Global Signal Acquisitions LLC
Crown Castle Atlantic LLC	Global Signal GP LLC
Crown Castle Augusta LLC	Global Signal Holdings III LLC
Crown Castle BP ATT LLC	Global Signal Holdings IV LLC
Crown Castle CA Corp.	Global Signal Operating Partnership, L.P.
Crown Castle GS III Corp.	Global Signal Services LLC
Crown Castle GT Company LLC	GoldenState Towers, LLC
Crown Castle GT Corp.	GS Savings Inc.
Crown Castle GT Holding Sub LLC	High Point Management Co. LLC
Crown Castle International Corp.	ICB Towers, LLC
Crown Castle International LLC	InfraSource FI, LLC
Crown Castle International Corp. de Puerto Rico	InSITE Fiber of Virginia LLC
Crown Castle Investment II Corp.	InSITE Solutions LLC
Crown Castle Investment Corp.	Interstate Tower Communications LLC

# Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name	4/1/2017 Edition
Intracoastal City Towers LLC	TowerOne East Rockhill 001, LLC
LL Q1-16, LLC	TowerOne Marple, LLC
Mobile Media California LLC	TowerOne Middleton 003, LLC
Mobile Media National LLC	TowerOne Middletown 001, LLC
Modeo LLC	TowerOne Middletown 002, LLC
Md7 Capitol One, LLC	TowerOne North Coventry, LLC
MW Cell REIT I LLC	TowerOne Partners, LLC
MW Cell TRS I LLC	TowerOne Richland, LLC
NewPath Networks Holding LLC	TowerOne Upper Pottsgrove, LLC
NewPath Networks LLC	TowerOne Upper Pottsgrove 002, LLC
NY - CLEC LLC	TowerOne Warminster 001, LLC
OP 2 LLC	TowerOne Warrington 002, LLC
OP LLC	TriStar Investors LLC
P3 CHB-1, LLC	TVHT, LLC
PA - CLEC LLC	WA - CLEC LLC
Pinnacle San Antonio L.L.C.	WCP Wireless Lease Subsidiary, LLC
Pinnacle Towers Acquisition Holdings LLC	WCP Wireless Site Funding LLC
Pinnacle Towers Acquisition LLC	WCP Wireless Site Holdco LLC
Pinnacle Towers Asset Holding LLC	WCP Wireless Site Non-RE Funding LLC
Pinnacle Towers Canada, Inc.	WCP Wireless Site Non-RE Holdco LLC
Pinnacle Towers III LLC	WCP Wireless Site RE Funding LLC
Pinnacle Towers Limited	WCP Wireless Site RE Holdco LLC
Pinnacle Towers LLC	Wireless Funding, LLC
Pinnacle Towers V Inc.	Wireless Realty Holdings II, LLC
Pinnacle St. Louis LLC	Wireless Revenue Properties, LLC
PR Site Development Corporation	
PR TDC Corporation	
Princeton Ancillary Services II LLC	
Princeton Ancillary Services III LLC	
Radio Station WGLD LLC	
RGP Tower Group, LLC	
Shaffer & Associates, Inc.	
Sierra Towers, Inc.	
Sunesys, LLC	
Sunesys Enterprise LLC	
Sunesys of Massachusetts, LLC	
Sunesys of Virginia, Inc.	
Tower Development Corporation	
Towers Finco LLC	
Towers Finco II LLC	
Towers Finco III LLC	
Tower Systems LLC	
Tower Technology Company of Jacksonville LLC	
Tower Ventures III, LLC	
TowerOne 2012, LLC	
TowerOne Allentown 001, LLC	
TowerOne Bethlehem 001, LLC	
TowerOne Doylestown, LLC	

## INSURER CANCELLATION TERMS

NAMED INSURED Crown Castle International	POLICY NO. Various
EFFECTIVE DATE SEE PAGE 1	

### Person or Organization:

Person(s) or organization(s) that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with notice of cancellation for any reason other than non-payment of premium, provided that, within 10 days of the date the producer or the first named insured receives a copy of the notice of cancellation, the producer or the first named insured provides us with a spreadsheet containing the name, address and, if available, e-mail address of the person(s) or organization(s) to whom such notice of cancellation is to be sent.

All other terms and conditions remain unchanged.

### Cancellation Terms:

When we cancel this policy as described in the Cancellation condition for any reason other than non-payment of premium, we will also send to the person or organization described in the Schedule a notice of at least 30 days in advance of the cancellation date.

Any failure on our part to deliver such notice will not:

- Impose liability of any kind upon us; or
- Invalidate the cancellation.

Cancellation Terms Apply to the Following Coverages:

General Liability, Automobile Liability and Workers Compensation


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Mitchell Loving, Junior Engineer

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

**SUBJECT:** First Amendment to the Construction Agreement with Star Construction, Inc. in the amount of \$100,000 for the Contra Loma Estates Park Renovation Project; P.W. 298-P3

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving an amendment increasing the Fiscal Year 2024/25 Capital Improvement and Operating Budget in the amount of \$200,000 from the Park-in-Lieu fund for a total project budget of \$2,972,809;
2. Approving a first amendment to the construction agreement with Star Construction Inc. for the Contra Loma Estates Park Renovation Project in the amount of \$100,000, from \$2,499,900 to a total contract amount of \$2,599,900; and
3. Authorizing the City Manager to execute the first amendment to the Construction Agreement, in a form approved by the City Attorney.

**FISCAL IMPACT**

The fiscal year 2024/25 Capital Improvement Budget includes \$2,772,809 of State of California, Department of Parks and Recreation grant funding for this Project. Adoption of this resolution will amend the Fiscal Year 2024/25 Capital Improvement and Operating Budgets in the amount of \$200,000 from the Park-in-Lieu Fund for a total project budget of \$2,972,809 and increase the construction agreement with Star Construction, Inc. for the Contra Loma Estates Park Renovation Project ("Project") in the amount of \$100,000 for a total contract amount of \$2,599,900.

**DISCUSSION**

On November 28, 2023, the City Council awarded an agreement to Star Construction, Inc. for the Project. The Project will upgrade the park to provide more meaningful neighborhood experiences, enhance active recreational opportunities, and strengthen civic pride. The park improvements include new outdoor gym/exercise equipment, a

BBQ area, a dog park on the south side of the park, a restroom, new lighting and fencing around the existing basketball courts, and new landscape and security lighting throughout the park. This project is expected to be completed in Spring 2025.

Staff recommends the approval of the amendment to the construction agreement for additional grading of the dog park area and the adjacent pathway. The additional grading in these areas seek to reduce the severity of the proposed slopes to maintain a safe dog park and pathway. The existing path has deteriorated, therefor further demolition and installation of the concrete vehicular pathway is required to ensure a seamless transition between the newly installed vehicular path and the existing pathway. Approval of this budget amendment will include for additional staff time, material testing and contract administration.

#### **ATTACHMENTS**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING AN AMENDMENT INCREASING THE FISCAL YEAR 2024/25  
CAPITAL IMPROVEMENT AND OPERATING BUDGETS IN THE AMOUNT OF  
\$200,000 FROM THE PARK-IN-LIEU FUND, AUTHORIZING AN AMENDMENT TO  
THE CONSTRUCTION AGREEMENT INCREASING THE CONTRACT AMOUNT BY  
\$100,000 FOR A TOTAL CONTRACT AMOUNT OF \$2,599,900 WITH STAR  
CONSTRUCTION, INC. FOR THE CONTRA LOMA ESTATES PARK RENOVATION  
PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST  
AMENDMENT  
P.W. 298-P3**

**WHEREAS**, the Contra Loma Estates Park Renovation Project ("Project") was published and advertised in the East County Times on September 6, 2023 and September 8, 2023 and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, the Project bids were publicly opened and read on November 7, 2023, and ten (10) bids were received for the Project;

**WHEREAS**, the lowest responsive and responsible bid was submitted by Star Construction, Inc.;

**WHEREAS**, on November 28, 2023, Star Construction, Inc. was awarded a construction agreement to perform work associated with the Project;

**WHEREAS**, the City has considered approving an amendment increasing the Fiscal Year 2024/25 Capital Improvement and Operating Budgets in the amount of \$200,000 from the Park-in-Lieu Fund for a total project budget of \$2,972,809; and

**WHEREAS**, the City has considered approving the amendment to increase the construction agreement with Star Construction, Inc. for the Project in the amount of \$100,000 for a total contract amount of \$2,599,900 and authorizing the City Manager to execute the first amendment.

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

1. Approves an amendment increasing the Fiscal Year 2024/25 Capital Improvement and Operating Budgets in the amount of \$200,000 from the Park-in-Lieu Fund for a total project budget of \$2,972,809;
2. Approves a first amendment to the construction agreement with Star Construction Inc. for the Contra Loma Estates Park Renovation Project in the amount of \$100,000, from \$2,499,900 to a total contract amount of \$2,599,900; and
3. Authorizes the City Manager to execute the first amendment to the Construction Agreement, in a form approved by the City Attorney.

**RESOLUTION NO. 2024/\*\***

November 12, 2024

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 November 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** John P. Miller, Police Captain

**APPROVED BY:** Brian Addington, Interim Police Chief

**SUBJECT:** Authorization for City Manager to Negotiate with Contra Costa Animal Services to Provide Dispatch and Report Writing Platform Services

---

### **RECOMMENDED ACTION**

It is recommended that the City Council authorize the City Manager to negotiate with the Contra Costa Animal Services Department for the Antioch Police Department to provide dispatch and report writing platform services.

### **FISCAL IMPACT**

Should negotiations result in a potential contract between the City of Antioch Police Department and Contra Costa Animal Services Department for the described services, the City could potentially realize additional revenue beyond the cost to provide those services. The exact fiscal impact will be brought back to City Council for consideration if contract negotiations are successful.

### **DISCUSSION**

The Contra Costa County Office of the Sheriff currently provides dispatch and report writing platform services for the Contra Costa Animal Services Department (CCAS). The Director of CCAS inquired with the Chief of Police of the Antioch Police Department (APD) if APD would be able to provide CCAS dispatch services and report writing platform/records management (RMS) on a contractual basis.

An initial assessment indicated that APD has the capacity to provide these services. Initial projected costs to fully recoup personnel, equipment, and support services were provided to the Director of CCAS who expressed a desire to explore this proposal further.

A contract with CCAS could generate new revenue for Antioch's Dispatch Center improvements, boost inter-agency collaboration, demonstrate a commitment to animal welfare, and open doors for future partnership

Staff is requesting that the City of Antioch City Council authorize the City Manager to enter negotiations with the Director of CCAS to provide these services. Staff will return to Council for approval if the negotiations result in a potential contract.

**ATTACHMENTS**


None.


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of November 12, 2024

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

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

**APPROVED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Adopt the Resolution Approving Water Rates Proposed in the Water Rate Study Listed in the Prop 218 Notice Public Hearing; P.W. 362-9

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Adopting the findings and the *Water Utility Cash Flow Evaluation and Rates Study* from Pavletic Consulting LLC dated August 2024;
2. Approving the water rate schedule effective January 1, 2025; and
3. Amending the Master Fee Schedule to include the updated water rates.

**FISCAL IMPACT**

The proposed adjustments will ensure adequate Water Enterprise funds for the City's projected operations, capital expenditures, and debt service coverage.

**DISCUSSION**

**Background**

The City of Antioch currently provides water to a population of more than 115,000, covering an estimated 29 square miles of developed and undeveloped land. In compliance with the California Constitution and other state laws, the *Water Utility Cash Flow Evaluation and Rates Study* analyzes the adequacy of the revenues from rates to meet the projected expenditures of the water enterprise fund and target reserve levels.

The City obtains raw water supplies from two primary sources: the Contra Costa Canal and the San Joaquin/Sacramento Rivers.

The City owns and operates a 38 million gallons per day (MGD) water treatment facility along with water storage facilities, chlorination facilities, and booster pumping stations and the City's 6 MGD brackish water desalination facility is nearing completion. Public

Works personnel maintain approximately 387 miles of water main; 34,368 meters and service connections; and 5,408 backflow prevention devices; repair and flush approximately 3,901 fire hydrants; exercise system valves; administer a water conservation program; and staff an alternative work shift and 24-hour Stand-by program that responds to emergency after hour calls for service 365 days/year. Staff prepares and submits mandatory monthly and annual reports to California's State Water Resources Control Board.

Utility fee calculations are based on the cost of operation and maintenance expenses (including labor, utilities, supplies and materials), legal requirements, capital expenditures for infrastructure, and adequate reserves for meeting capital and operational needs. This rate increase addresses the rising costs of treating water and the need to meet increasing mandates from both Federal and State agencies. The City is committed to proactively improving and maintaining our aging systems while providing excellent services at all levels within our programs.

The City's last water rate study along with associated rates for five fiscal years was adopted in 2015. The rates, fees and charges adopted for this period were designed to provide adequate funding for the Water Enterprise and Water Improvement funds to develop and maintain the City's water infrastructure. Water rates have remained unchanged for the previous four years.

This Draft *Water Utility Cash Flow Evaluation and Rates Study* analyzes the adequacy of the revenues from rates to meet the projected expenditures of Water Enterprise funds to determine whether revenues will be adequate to cover operating and maintenance costs as well as needed capital costs and meeting target reserve levels.

**Water Rates - Proposed Rate Structure (Table 1):**

The proposed water rate structure has two components:

1. A monthly meter service charge which varies by meter size; and
2. A quantity rate for actual metered water usage in each of four elevation zones. Quantity rates increase for higher elevation zones as a result of additional electricity costs associated with pumping water to higher elevations.

Most single-family customers have a  $\frac{5}{8}$  x  $\frac{3}{4}$ -inch meter. Average monthly water use for single family customers has decreased from 15 hundred cubic feet (HCF) (about 370 gallons per day) to 13 HCF (about 320 gallons per day). In 2015, two-tier quantity rates were established, and this study maintains those tiers in order to promote continued water conservation. The rate structure has also changed. The rate structure change is to lower the break point between Tier 1 and Tier 2 rates from 12 HCF to 10 HCF over two years beginning in FY27.

Table 1:

		Current		Recommended Five-Year Rate Plan			
		FY24	FY25	FY26	FY27	FY28	FY29
Water Rates	effective dates >	7/1/2019	1/1/2025	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Quantity Rates, \$/HCF							
Non-Single Family							
Zone I		\$4.44	\$4.45	\$4.72	\$5.03	\$5.37	\$5.73
Zone II		\$4.55	\$4.57	\$4.89	\$5.28	\$5.67	\$6.09
Zone III		\$4.65	\$4.80	\$5.22	\$5.76	\$6.25	\$6.79
Zone IV		\$4.86	\$5.26	\$5.89	\$6.73	\$7.41	\$8.18
Single Family & Senior							
Tier 1	0 - 12 HCF	0 - 12 HCF	0 - 12 HCF	0 - 11 HCF	0 - 10 HCF	0 - 10 HCF	
Zone I		\$3.78	\$3.90	\$4.14	\$4.42	\$4.72	\$5.05
Zone II		\$3.89	\$4.02	\$4.31	\$4.67	\$5.02	\$5.41
Zone III		\$3.99	\$4.25	\$4.64	\$5.15	\$5.60	\$6.11
Zone IV		\$4.20	\$4.71	\$5.31	\$6.12	\$6.76	\$7.50
Tier 2	> 12 HCF	> 12 HCF	> 12 HCF	> 11 HCF	> 10 HCF	> 10 HCF	
Zone I		\$6.22	\$6.34	\$6.70	\$7.11	\$7.57	\$8.07
Zone II		\$6.33	\$6.46	\$6.87	\$7.36	\$7.87	\$8.43
Zone III		\$6.43	\$6.69	\$7.20	\$7.84	\$8.45	\$9.13
Zone IV		\$6.64	\$7.15	\$7.87	\$8.81	\$9.61	\$10.52
Meter Service, \$/meter-month							
¾ x ¾-inch		\$24.40	\$24.90	\$26.10	\$27.90	\$31.00	\$34.40
1-inch		\$55.00	\$56.10	\$58.90	\$63.00	\$69.80	\$77.60
1½-inch		\$105.00	\$107.00	\$113.00	\$120.00	\$133.00	\$148.00
2-inch		\$165.00	\$168.00	\$177.00	\$189.00	\$209.00	\$233.00
3-inch		\$305.00	\$311.00	\$327.00	\$349.00	\$387.00	\$430.00
4-inch		\$506.00	\$516.00	\$542.00	\$579.00	\$642.00	\$714.00
6-inch		\$1,008.00	\$1,030.00	\$1,080.00	\$1,150.00	\$1,280.00	\$1,420.00
8-inch		\$1,610.00	\$1,640.00	\$1,730.00	\$1,840.00	\$2,040.00	\$2,270.00
10-inch		\$2,312.00	\$2,360.00	\$2,480.00	\$2,650.00	\$2,930.00	\$3,260.00
12-inch		\$3,315.00	\$3,380.00	\$3,550.00	\$3,790.00	\$4,210.00	\$4,670.00

The first-tier quantity rate applies to water use equal to or below average monthly water use; the second-tier quantity rate applies to above average water use. All other customers (those shown as "Non-Single Family" in the chart above including multi-family, industrial, commercial, etc.) have a uniform quantity rate that applies to the applicable elevation zone.

Notice of the proposed water rate increases was mailed to all property owners and water account holders on September 23, 2024, which was at least 45 days prior to the scheduled public hearing. The notice describes the amount of the proposed rate increases, rationale for the increases, calculation of fees, and the procedure to protest the proposed rate increases. Property owners may submit written protests to the City before the close of the public hearing.

In accordance with the requirements of Proposition 218, a "majority protest" exists if written protests against the proposed fees or charges are submitted by a majority of owners of the affected property owners and/or account holders. If a majority protest is not

received, the City Council may adopt the proposed water rate increase. At the conclusion of the public hearing, the City Clerk will tabulate the submitted written protests and determine if a majority protest exists.

**Timeline of Events:**

- September 10, 2024: Council accepted draft report and authorized mailing of the Proposition 218 Notice of Public Hearing on proposed adjustments and increases to water charges.
- September 23, 2024: Notices mailed out to all residents who receive a water bill which totaled 26,726 residents. Both an English and Spanish version were mailed.
- September 24, 2024 to November 12, 2024: Protests will be received until start of the Council Meeting.
- November 12, 2024:
  - Council conducts a Public Hearing.
  - Council votes on adopting Resolution Authorizing Water Rate Increases.
- January 1, 2025: New water rates are implemented.

**ATTACHMENTS**

- A. Resolution  
Exhibit "1": *Water Utility Cash Flow Evaluation and Rates Study* from Pavletic Consulting LLC
- B. Notice of Proposed Hearing to Residents (English and Spanish Version)

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO ADOPT A WATER RATE STUDY AND APPROVE WATER RATE INCREASES  
BEGINNING JANUARY 1, 2025**

**WHEREAS**, the Antioch Municipal Code provides for the collection and remitting of water service charges;

**WHEREAS**, the City used the services of Pavletic Consulting LLC to provide a report on revenue requirements, cost of service allocations and rate assessment for the water utilities;

**WHEREAS**, Pavletic Consulting LLC prepared a report titled "*Water Utility Cash Flow Evaluation and Rates Study*" dated August 2024 (the "Rate Study");

**WHEREAS**, the Rate Study recommended increases to the City's water rates, and demonstrates that the recommended rates do not exceed the reasonable cost of providing water services;

**WHEREAS**, on September 10, 2024, staff presented findings from the Pavletic Consulting LLC report to Council seeking direction for consideration of future rate adjustments and approval was given to proceed with a Public Hearing Notice;

**WHEREAS**, in compliance with Article XIII D of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Antioch notified all affected water service customers on September 23, 2024, via mailing of the proposed water service charge changes at least forty-five (45) days in advance of the public hearing at which this Resolution is being considered;

**WHEREAS**, on November 12, 2024, the City Council held the duly noticed public hearing, and at its conclusion, the City Clerk tabulated the number of written protests received, if any, and reported that there was not a majority protest of the proposed rates by owners or authorized representatives of identified property owners or ratepayers receiving water services;

**WHEREAS**, after consideration of the Rate Study, the testimony received at the noticed public hearing, the staff report, the background documents to the staff report, and all correspondence received, the City Council desires to adopt the Rate Study and increase the City's water rates as recommended by the Rate Study in order to cover the costs necessary to maintain and operate the City's water system.

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

1. Declares the above recitals are true and correct and are incorporated into this Resolution as findings of the City Council of the City of Antioch;

**RESOLUTION NO. 2024/\*\***

November 12, 2024

Page 2

2. Adopts the "Water Utility Cash Flow Evaluation and Rates Study" dated August 2024, attached to and made a part of this Resolution as Exhibit A; and
3. Approves the following water rate schedule effective January 1, 2025, and amends the Master Fee Schedule to include these updated water rates:

		Current	Recommended Five-Year Rate Plan				
		FY24	FY25	FY26	FY27	FY28	FY29
Water Rates	effective dates >	7/1/2019	1/1/2025	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Quantity Rates, \$/HCF							
Non-Single Family							
Zone I		\$4.44	\$4.45	\$4.72	\$5.03	\$5.37	\$5.73
Zone II		\$4.55	\$4.57	\$4.89	\$5.28	\$5.67	\$6.09
Zone III		\$4.65	\$4.80	\$5.22	\$5.76	\$6.25	\$6.79
Zone IV		\$4.86	\$5.26	\$5.89	\$6.73	\$7.41	\$8.18
Single Family & Senior							
Tier 1	0 - 12 HCF	0 - 12 HCF	0 - 12 HCF	0 - 11 HCF	0 - 10 HCF	0 - 10 HCF	
Zone I		\$3.78	\$3.90	\$4.14	\$4.42	\$4.72	\$5.05
Zone II		\$3.89	\$4.02	\$4.31	\$4.67	\$5.02	\$5.41
Zone III		\$3.99	\$4.25	\$4.64	\$5.15	\$5.60	\$6.11
Zone IV		\$4.20	\$4.71	\$5.31	\$6.12	\$6.76	\$7.50
Tier 2	> 12 HCF	> 12 HCF	> 12 HCF	> 11 HCF	> 10 HCF	> 10 HCF	
Zone I		\$6.22	\$6.34	\$6.70	\$7.11	\$7.57	\$8.07
Zone II		\$6.33	\$6.46	\$6.87	\$7.36	\$7.87	\$8.43
Zone III		\$6.43	\$6.69	\$7.20	\$7.84	\$8.45	\$9.13
Zone IV		\$6.64	\$7.15	\$7.87	\$8.81	\$9.61	\$10.52
Meter Service, \$/meter-month							
5/8 x 3/4-inch		\$24.40	\$24.90	\$26.10	\$27.90	\$31.00	\$34.40
1-inch		\$55.00	\$56.10	\$58.90	\$63.00	\$69.80	\$77.60
1½-inch		\$105.00	\$107.00	\$113.00	\$120.00	\$133.00	\$148.00
2-inch		\$165.00	\$168.00	\$177.00	\$189.00	\$209.00	\$233.00
3-inch		\$305.00	\$311.00	\$327.00	\$349.00	\$387.00	\$430.00
4-inch		\$506.00	\$516.00	\$542.00	\$579.00	\$642.00	\$714.00
6-inch		\$1,008.00	\$1,030.00	\$1,080.00	\$1,150.00	\$1,280.00	\$1,420.00
8-inch		\$1,610.00	\$1,640.00	\$1,730.00	\$1,840.00	\$2,040.00	\$2,270.00
10-inch		\$2,312.00	\$2,360.00	\$2,480.00	\$2,650.00	\$2,930.00	\$3,260.00
12-inch		\$3,315.00	\$3,380.00	\$3,550.00	\$3,790.00	\$4,210.00	\$4,670.00

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\***

November 12, 2024

Page 3

**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 November 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

EXHIBIT "1"



D R A F T

Water Utility Cash Flow Evaluation and Rates Study

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Prepared for  
City of Antioch, California  
August 2024

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## List of Abbreviations

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AF	acre feet (equal to 325,851 gallons)
ACFR	Annual Comprehensive Financial Report
CIP	Capital Improvement Program
City	City of Antioch
DSC	debt service coverage
FY	Fiscal year (July 1 to June 30)
FY25	July 1, 2024 to June 30, 2025
GASB	Governmental Accounting Standards Board
gpd	gallons per day
hcf	Hundred Cubic Feet (equal to ~ 748.1 gallons)
mgd	million gallons per day
O&M	Operation and Maintenance
SRF	State Revolving Fund

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# Executive Summary

The City of Antioch, in conjunction with Pavletic Consulting LLC, has analyzed the adequacy of revenues to meet projected expenditures of the water enterprise fund to determine whether revenues will be adequate to cover operating and maintenance costs as well as capital costs while supporting debt service obligations. Rates and charges are developed for the five-year period Fiscal Year 2024 – 25 (FY25) through FY29.

## Prior Rate Study and Current Charges

The previous water rate study was completed in 2015 as part of the *Water and Sewer Rates and Capacity Charge Study (2015 Water Rate Study)* and resulted in adoption of a revised water rate structure with inclining block rates (tiered rates) for single family and senior accounts in lieu of uniform rates, and water rate increases for all customers for five fiscal years – FY16 through FY20.

The City has not increased water rates since July 1, 2019 – the beginning date of the final fiscal year (FY20) of the *2015 Water Rate Study*. The current rates from July 1, 2019, are listed in the table below.

Table ES-1. Current Rates Effective July 1, 2019			
Metered Water Rates, \$ per HCF	Non-Single Family	Single Family & Senior	
		Tier 1 0 - 12 HCF	Tier 2 13 and over HCF
Zone I	\$4.44	\$3.78	\$6.22
Zone II	\$4.55	\$3.89	\$6.33
Zone III	\$4.65	\$3.99	\$6.43
Zone IV	\$4.86	\$4.20	\$6.64
Meter Charges, \$ per month	Monthly		
¾ x ¾-inch	\$24.40		
1-inch	\$55.00		
1½-inch	\$105.00		
2-inch	\$165.00		
3-inch	\$305.00		
4-inch	\$506.00		
6-inch	\$1,008.00		
8-inch	\$1,610.00		
10-inch	\$2,312.00		
12-inch	\$3,315.00		

*Note: the monthly meter charge is waived for accounts with established discount prior to April 26, 2011.*

In this report, rates and charges are developed for the five-year period Fiscal Year 2024 – 25 (FY25) through FY29.

## Projected Operating Expenditures

Water Fund 611 expenditures are summarized in the following table.

Table 3-5. Water Fund 611 Expenditures, FY23 – FY29									
EXPENDITURES	2023-25 Operating Budget Updates to FY23, FY24, and FY25			Projected Operating Budget				FY25 through FY29	FY25-FY29 % of Total
	2022-23 Revised	2023-24 Proposed	2024-25 Proposed	2025-26 Projected	2026-27 Projected	2027-28 Projected	2028-29 Projected		
Personnel	7,754,778	9,000,424	12,584,857	13,088,251	13,611,781	14,156,253	14,722,503	68,163,645	24%
Services & Supplies	9,706,880	12,812,015	9,508,292	9,888,624	10,284,169	10,695,535	11,123,357	51,499,976	18%
CCWD Treated and Raw Water	12,481,592	17,279,792	13,002,092	13,782,218	15,849,550	18,226,983	20,961,030	81,821,872	29%
Utilities	2,141,443	3,366,227	2,219,954	2,330,952	2,447,499	2,569,874	2,698,368	12,266,647	4%
Chemicals	1,093,301	1,807,500	1,907,500	2,002,875	2,103,019	2,208,170	2,318,578	10,540,142	4%
Insurance	662,888	749,549	930,118	995,226	1,064,892	1,139,435	1,219,195	5,348,866	2%
Debt Service	525,302	672,169	2,463,079	2,463,079	2,463,079	2,463,079	2,463,079	12,315,395	4%
Transfers Out	314,679	617,780	414,510	435,236	456,997	479,847	503,839	2,290,429	1%
Internal Services	1,382,819	1,753,898	2,001,377	2,061,418	2,123,261	2,186,959	2,252,567	10,625,582	4%
Capital Improvement Projects	50,270,579	28,215,094	12,678,000	4,000,000	4,000,000	4,000,000	4,000,000	28,678,000	10%
Total	86,334,261	76,274,448	57,709,779	51,047,878	54,404,247	58,126,134	62,262,517	283,550,555	100%

## Projected Capital Improvement Program Expenditures

Between FY25 and FY29, total projected CIP expenditures are approximately \$28.7 million. CIP expenditures are projected to be funded with cash from water rates and use of Fund 611 cash balance.

## Projected Debt Service

In January 2019, the City entered into a construction installment sale agreement with the State Water Resources Control Board for project funding up to \$55,000,000 for a Brackish Water Desalination Plant project. In September 2023, an amendment to the agreement was executed increasing project funding up to \$60,000,000. The loan bears interest at a rate of 1.4%, with a 30-year repayment period. As of June 30, 2024, the City has drawn the entire amount available for funding. Interest payments began in 2022 and the first principal payment will begin in July 2025. Annual payments for principal plus interest are projected to be \$2,463,079.

## Fund 611 Cash Flow and Revenue Required from Water Rates

The approximate amount of revenues required from water quantity rates and meter charges for the five-year period, FY25 through FY29, is approximately \$226.2 million. Another \$27.4 million in revenues is projected from other sources. Expenditures during the same period are projected to be approximately \$283.6 million. The operating fund balance is projected to decline from approximately \$59.7 million in FY24 to \$29.7 million in FY29. Cash flow FY23 through FY29 is summarized in the table below.

**Table ES-2. Projected Cash Flow, FY24 – FY29**

	2023-25 Operating Budget Updates to FY23, FY24, and FY25			Proforma Based on Alternative Rate Increase Scenarios and Expenditure Forecasts				FY25 through FY29
	2022-23 Actual	2023-24 Budget	FY25 Budget	FY26 Projected	FY27 Projected	FY28 Projected	FY29 Projected	
Beginning Balance, July 1	59,243,284	57,754,200	44,055,181	30,675,286	25,902,744	21,491,162	17,683,477	
Revenue Source:								
Charges for Services	36,851,957	38,364,116	37,892,384	41,021,837	44,739,164	49,064,949	53,512,487	226,230,821
Water Supervision Division Other	3,399,613	5,322,321	4,484,500	4,484,500	4,484,500	4,484,500	4,484,500	22,422,500
Water Distribution Division Other	225,458	642,330	619,000	619,000	619,000	619,000	619,000	3,095,000
Investment Income	971,796	1,250,000	250,000	150,000	150,000	150,000	100,000	800,000
State Brackish Water Grant	3,006,115	-	1,000,000	0	0	0	0	1,000,000
SWRCB Loan Financing	34,157,126	16,865,358	-	0	0	0	0	0
Miscellaneous	133,112	131,304	84,000	0	0	0	0	84,000
Transfer in	6,100,000	-	-	0	0	0	0	0
<b>Total Revenues</b>	<b>84,845,177</b>	<b>62,575,429</b>	<b>44,329,884</b>	<b>46,275,337</b>	<b>49,992,664</b>	<b>54,318,449</b>	<b>58,715,987</b>	<b>253,632,321</b>
Expenditures:								
Personnel	7,754,778	9,000,424	12,584,857	13,088,251	13,611,781	14,156,253	14,722,503	68,163,645
Services & Supplies	9,706,880	12,812,015	9,508,292	9,888,624	10,284,169	10,695,535	11,123,357	51,499,976
CCWD Treated and Raw Water	12,481,592	17,279,792	13,002,092	13,782,218	15,849,550	18,226,983	20,961,030	81,821,872
Utilities	2,141,443	3,366,227	2,219,954	2,330,952	2,447,499	2,569,874	2,698,368	12,266,647
Chemicals	1,093,301	1,807,500	1,907,500	2,002,875	2,103,019	2,208,170	2,318,578	10,540,142
Insurance	662,888	749,549	930,118	995,226	1,064,892	1,139,435	1,219,195	5,348,866
Debt Service	525,302	672,169	2,463,079	2,463,079	2,463,079	2,463,079	2,463,079	12,315,395
Transfers Out	314,679	617,780	414,510	435,236	456,997	479,847	503,839	2,290,429
Internal Services	1,382,819	1,753,898	2,001,377	2,061,418	2,123,261	2,186,959	2,252,567	10,625,582
Capital Improvement Projects	50,270,579	28,215,094	12,678,000	4,000,000	4,000,000	4,000,000	4,000,000	28,678,000
<b>Total Expenditures</b>	<b>86,334,261</b>	<b>76,274,448</b>	<b>57,709,779</b>	<b>51,047,878</b>	<b>54,404,247</b>	<b>58,126,134</b>	<b>62,262,517</b>	<b>283,550,555</b>
Ending Balance, June 30, with Liabilities	57,754,200	44,055,181	30,675,286	25,902,744	21,491,162	17,683,477	14,136,947	
Pension/OPEB Liabilities	14,602,802	15,613,430	15,613,430	15,613,430	15,613,430	15,613,430	15,613,430	
Ending Balance, June 30, without Liabilities <sup>1</sup>	72,357,002	59,668,611	46,288,716	41,516,174	37,104,592	33,296,907	29,750,377	

<sup>1</sup> For purposes of cash flow analysis, Pension and OPEB liabilities of the Water Enterprise have been removed from the ending balances as these liabilities are non-cash and recognized for financial reporting under GASB 68 and GASB 75.

## Recommended Water Rates

Current rates for FY24 and the first half of FY25, and recommended rates to be effective January 1, 2025, and onward for FY25 – FY29 are shown in the table below.

After the first rate increase for FY25 effective January 1, 2025 (six months into the fiscal year), increases for the next four fiscal years are effective July 1 which is the beginning of the fiscal year.

Note that the rate structure is also changed for single family and senior quantity rates. The rate structure change is to lower the break point between Tier 1 and Tier 2 rates from 12 HCF to 10 HCF over two years beginning in FY27.

The City has not increased water rates since July 1, 2019. Annual bill increases for Single Family accounts for the recommended five-year rate plan (for FY25 – FY29) average approximately 8.2% per year when using 10 HCF of water use in Zone 3.

The impact of rate increases on residential bills is described in more detail in Section 5.

**Table ES-3. FY24 and Recommended FY25 – FY29 Water Rates and Charges**

Table ES-3. FY24 and Recommended FY25 – FY29 Water Rates and Charges							
		Current FY24	FY25	Recommended Five-Year Rate Plan			FY29
Water Rates	effective dates >	7/1/2019	1/1/2025	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Quantity Rates, \$/HCF							
Non-Single Family							
Zone I		\$4.44	\$4.45	\$4.72	\$5.03	\$5.37	\$5.73
Zone II		\$4.55	\$4.57	\$4.89	\$5.28	\$5.67	\$6.09
Zone III		\$4.65	\$4.80	\$5.22	\$5.76	\$6.25	\$6.79
Zone IV		\$4.86	\$5.26	\$5.89	\$6.73	\$7.41	\$8.18
Single Family & Senior							
Tier 1	0 - 12 HCF	0 - 12 HCF	0 - 12 HCF	0 - 11HCF	0 - 10 HCF	0 - 10 HCF	0 - 10 HCF
Zone I		\$3.78	\$3.90	\$4.14	\$4.42	\$4.72	\$5.05
Zone II		\$3.89	\$4.02	\$4.31	\$4.67	\$5.02	\$5.41
Zone III		\$3.99	\$4.25	\$4.64	\$5.15	\$5.60	\$6.11
Zone IV		\$4.20	\$4.71	\$5.31	\$6.12	\$6.76	\$7.50
Tier 2	> 12 HCF	> 12 HCF	> 12 HCF	> 11HCF	> 10 HCF	> 10 HCF	> 10 HCF
Zone I		\$6.22	\$6.34	\$6.70	\$7.11	\$7.57	\$8.07
Zone II		\$6.33	\$6.46	\$6.87	\$7.36	\$7.87	\$8.43
Zone III		\$6.43	\$6.69	\$7.20	\$7.84	\$8.45	\$9.13
Zone IV		\$6.64	\$7.15	\$7.87	\$8.81	\$9.61	\$10.52
Meter Service, \$/meter-month							
% x ¾-inch		\$24.40	\$24.90	\$26.10	\$27.90	\$31.00	\$34.40
1-inch		\$55.00	\$56.10	\$58.90	\$63.00	\$69.80	\$77.60
1½-inch		\$105.00	\$107.00	\$113.00	\$120.00	\$133.00	\$148.00
2-inch		\$165	\$168.00	\$177.00	\$189.00	\$209.00	\$233.00
3-inch		\$305	\$311.00	\$327.00	\$349.00	\$387.00	\$430.00
4-inch		\$506	\$516.00	\$542.00	\$579.00	\$642.00	\$714.00
6-inch		\$1,008	\$1,030.00	\$1,080.00	\$1,150.00	\$1,280.00	\$1,420.00
8-inch		\$1,610	\$1,640.00	\$1,730.00	\$1,840.00	\$2,040.00	\$2,270.00
10-inch		\$2,312	\$2,360.00	\$2,480.00	\$2,650.00	\$2,930.00	\$3,260.00
12-inch		\$3,315	\$3,380.00	\$3,550.00	\$3,790.00	\$4,210.00	\$4,670.00

## Section 1

# Introduction

This section describes the organization of the report, rate-making objectives, the rate-setting process, and a general description of the water system.

### 1.1 Organization of the Report

This report is divided into six sections. This introduction provides an overview of the study objectives and description of the City's water system.

Section 2 discusses the water use characteristics of customers. The number and type of connections and water use projected for FY24 – FY29 is developed in this section.

Section 3 summarizes the five-year Financial Plan for the water enterprise.

Section 4 summarizes the revenue required from water rates.

Section 5 describes the impact of recommended water rates upon customer bills.

Section 6 describes the limitations of the study document.

### 1.2 Antioch Water Utility

The City of Antioch, incorporated in 1872, is located in the western part of the state and is the second largest city in Contra Costa County. The City of Antioch currently occupies a land area of approximately 29 square miles and serves a population of about 113,900 residents.

The City owns and operates a 38 million gallons per day (MGD) water treatment facility along with water storage facilities, chlorination facilities, and booster pumping stations and the City's 6 MGD brackish water desalination facility is nearing completion. Public Works personnel maintain approximately 387 miles of water main; 34,368 meters and service connections; and 5,408 backflow prevention devices; repair and flush approximately 3,901 fire hydrants; exercise system valves; administer a water conservation program; and staff an alternative work shift and 24-hour Stand-by program that responds to emergency after hour calls for service 365 days/year. Staff prepares and submits mandatory monthly and annual reports to California's State Water Resources Control Board.

### 1.3 Rate-Making Objectives

There are numerous rate-making objectives that must be considered when developing rates and rate structures.

**Revenue sufficiency.** Generate sufficient revenue to fund operating costs, capital costs, bonded debt, and adequate reserves.

**Revenue stability.** Recover revenue from rates that will cover fixed and variable costs.

**Meet Fiscal Management Goals.** Meet financial goals and metrics that will support the best credit rating and reduced risk of default.

**Administrative ease and cost of implementation.** Enable easy and cost-efficient implementation and ongoing administration, including monitoring and updating.

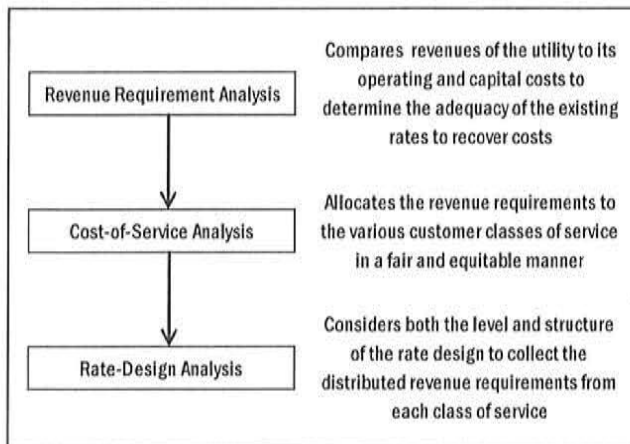
**Affordability.** Be as affordable as possible while maintaining the utilities sound financial position and credit rating.

**Customer acceptance.** Be as simple as possible to facilitate customer understanding and acceptance.

**Fairness.** Provide for each customer class to pay its proportionate share of the required revenue in compliance with legal rate-making requirements.

## 1.4 Overview of Utility Rate Setting Process

Rate studies classically have three categories of technical analysis – the development of revenue required from rates, the allocation of costs among billable parameters (cost-of-service analysis) and the design of a rate structure. An overview of the rate-setting analytical steps is shown in Figure 1-1.



The City previously completed a *Water and Sewer Rates and Capacity Charge Study* in 2015. The study included a revenue analysis, cost-of-service analysis, and rate-design analysis.

The current rate study includes an updated revenue requirement analysis. Rate-design changes and cost-of-service allocation adjustments recommended in the *2015 Water Study* are now fully incorporated into the current and recommended rate structures.

Figure 1-1. Overview of Rate Setting Process

## 1.5 Customer and Financial Data

Information and data for the development of rates and preparation of this report comes from many documents provided by the City. The list of documents, and the key information and data from each included in this study, are summarized below.

**City of Antioch 2023-2025 Budget Adopted June 13, 2023 and subsequent updates.** The City of Antioch budget is the most important document the City produces. It outlines the City's spending plan and priorities for two fiscal years, which run from July 1st to June 30th. The city's biennial budget is developed in conjunction with the City Council Budget and Finance Subcommittee, City Manager, and all city departments. The budget is then presented to the City Council through workshops. The budget is formally approved by resolution by the City Council. The result is a budget that closely matches the community's highest priorities each fiscal year.

All revenue, expenditure and fund balance data used in the development of water rates and charges in this study were provided by the City.

**City of Antioch Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2023.** The City of Antioch Annual Comprehensive Financial Report shows the financial position and results of the City's operations as represented by the financial activity of its various funds.

**Utility Billing System data.** The City provided billing data from its Utility Billing system listing the number and type of service connections and the level of use for each connection.

## Section 2

# User Characteristics

The purpose of this section is to summarize the number of residential and nonresidential meters and their corresponding water use characteristics. The data used in this section comes from the City's utility billing system.

## 2.1 Calendar Year 2023 Water Deliveries

The most recent full year of water delivery data is for calendar year 2023 (CY23). Water deliveries, by customer class and elevation zone, for CY23 are summarized in the table below. All values in the table are in hundred cubic feet (HCF) times 1,000. The majority of residential water use (51 percent) is in Zone 3; the majority of nonresidential water use (66 percent) is in Zone 2. Residential plus senior water use is 75 percent of all water use.

Table 2-1. CY23 Water Deliveries

ALL (HCFx1000)	R	SNR	M	MA	COM	INST	IND	SCH	ALL	Percent of ALL HCF			
										R-SNR	Non R-SNR	R-SNR	Non R-SNR
ZONE 1	337	2	45	51	70	8	17	14	544	339	205	7%	4%
ZONE 2	962	5	69	424	220	22	77	18	1,795	966	829	19%	17%
ZONE 3	1,901	3	0	39	98	8	0	34	2,083	1,904	179	38%	4%
ZONE 4	548	1	0	0	0	45	0	1	595	549	46	11%	1%
<b>TOTAL</b>	<b>3,748</b>	<b>10</b>	<b>114</b>	<b>514</b>	<b>388</b>	<b>83</b>	<b>94</b>	<b>66</b>	<b>5,017</b>	<b>3,758</b>	<b>1,259</b>	<b>75%</b>	<b>25%</b>
% of ALL	R	SNR	M	MA	COM	INST	IND	SCH	ALL	R-SNR	Non R-SNR		
ZONE 1	9%	20%	40%	10%	18%	10%	18%	21%	11%	9%	16%		
ZONE 2	26%	47%	60%	83%	57%	26%	82%	27%	36%	26%	66%		
ZONE 3	51%	26%	0%	8%	25%	10%	0%	50%	42%	51%	14%		
ZONE 4	15%	7%	0%	0%	0%	54%	0%	1%	12%	15%	4%		
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>		

R - Residential; SNR - Senior Citizen; M - Multi Family; MA - Multi Apartments; COM - Commercial; INST - Institutional; IND - Industrial; SCH - School

Water deliveries for CY23 (5,017 HCF) are approximately 17% lower than projected water deliveries for FY20 (6,012 HCF) developed as part of the 2015 *Water Rate Study*. Annual average monthly water use for single family accounts in CY23 (10.3 HCF) is decreased from the average projected for FY20 (11.2 HCF).

## 2.2 Projected Water Deliveries

Water delivery projections for FY25 – FY29 are based upon the net impact of two variables: 1) the increase in water use due to the growth in the number of metered accounts; and 2) the decrease in water use due to conservation. Growth in the number of metered accounts includes 100 single family connections per year.

Projected water use for FY24 is set equal to CY23 except for the addition of water use for 100 new residential accounts. Projected water use for FY25 – FY29 is based on a percent reduction from the previous years' value. Annual reductions in metered water use for FY25 are 2.0 percent for residential and 1.0 percent for all other customers. Annual reductions in metered water use for FY26 – FY29 are 1.0 percent for all customers. Actual metered water deliveries for CY23 and projected metered water deliveries for FY24 – FY29, by customer class, are shown in Figure 2-1. Annual projected water deliveries by elevation zone are shown in Figure 2-2.

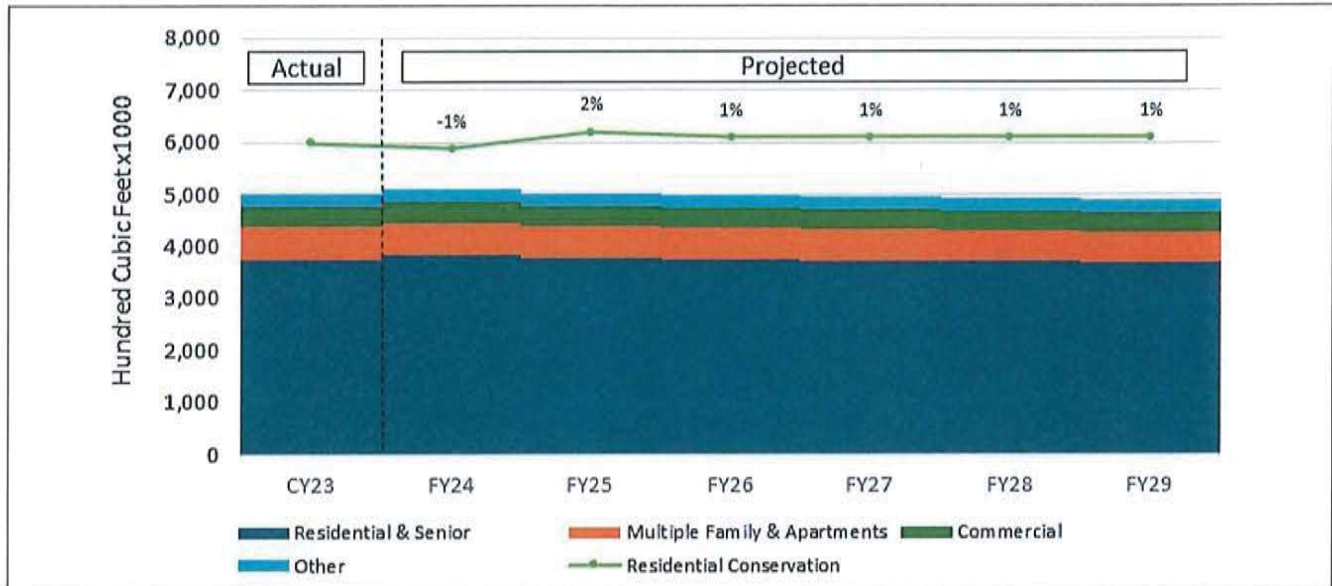


Figure 2-1. CY23 – FY29 Water Use by Customer Class

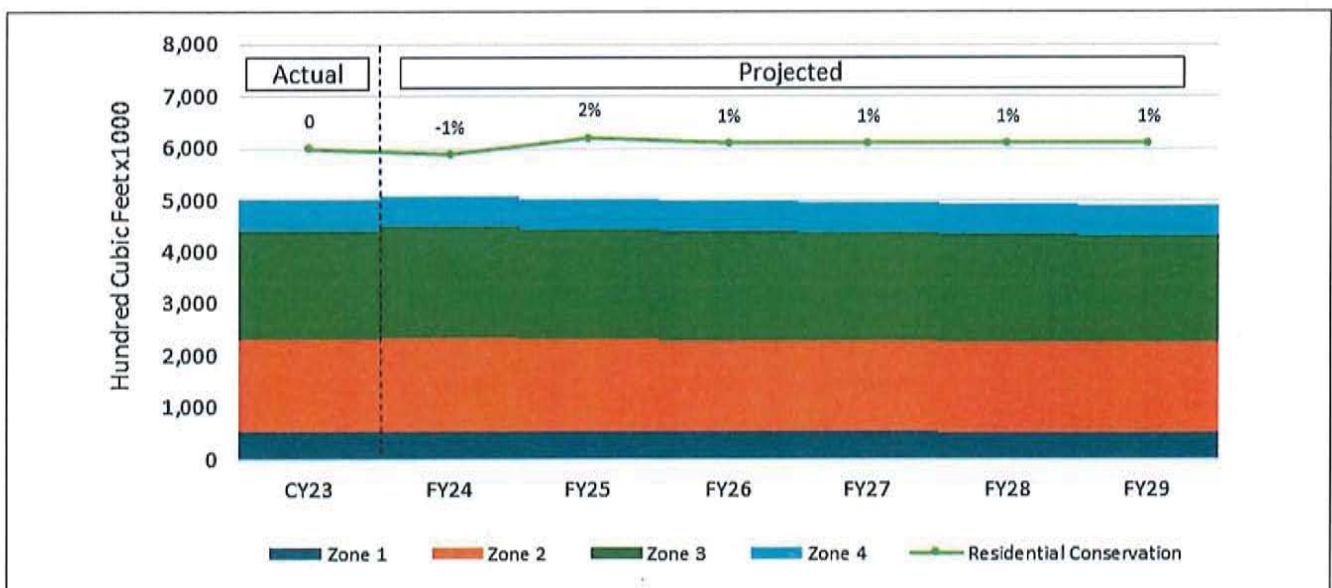


Figure 2-2. CY23 – FY29 Water Use by Elevation Zone

## 2.3 Water Meters

The projected number of water meters, by size and elevation zone, was based on data from the City's utility billing system as of June 2023. Values from the utility billing system are shown in the two tables below for meter size (Table 2-2) and elevation zone (Table 2-3). Growth in metered services includes 100 single family connections per year which are assumed to be 0.75-inch meters.

**Table 2-2. Water Meters by Size**

Meter Services	Meter Size, Inches								Total	% of Tot
	0.75	1	1.5	2	3	4	6	8		
Residential	29,298	4,255	2	307	35				33,897	95%
Senior	81	54		1					136	0.4%
Multiple Family	250	302		1		1			554	1.6%
Multiple Apartments	4	32	49	39	12	8	17	3	164	0.5%
Commercial	270	206	100	183	17	2	1	1	780	2.2%
Institutional	10	12	8	12	3	3	1	1	50	0.1%
Industrial		3	1	7	1	3	2		17	0.0%
Schools	5	3		14	10	5			37	0.1%
Total	29,918	4,867	160	564	78	22	21	5	35,635	100%
Percent of Total	84%	14%	0.4%	1.6%	0.2%	0.1%	0.1%	0.01%	100%	

**Table 2-3. Water Meters by Elevation Zone**

Meter Services	All Values in HCF x 1000				Total	% of Tot
	Zone 1	Zone 2	Zone 3	Zone 4		
Residential	4,099	9,902	16,340	3,556	33,897	95%
Senior	28	69	32	7	136	0.4%
Multiple Family	275	279			554	1.6%
Multiple Apartments	61	96	7		164	0.5%
Commercial	299	338	142	1	780	2.2%
Institutional	15	28	3	4	50	0.1%
Industrial	7	10			17	0.05%
Schools	15	9	12	1	37	0.1%
Total	4,799	10,731	16,536	3,569	35,635	100%
Percent of Total	13%	30%	46%	10%	100%	

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## Section 3

# Financial Plan and Cash Flow

Revenue from rates must be sufficient to meet the following financial planning criteria:

1. Provide funds for operating, capital and debt service expenditures;
2. Maintain annual fund balances that meet annual target fund balances;
3. Meet debt service coverage requirements;
4. Satisfy Financial Management Plan goals; and
5. Meet legal requirements.

## 3.1 Operation and Maintenance Expenditures

O&M expenditures include the cost of labor, services and supplies, raw and treated water from Contra Costa Water District (CCWD), transfers, and debt service. Actual FY23 and projected O&M expenditures for FY24 – FY29 are summarized in the tables below for each expense center in the Fund 611 water budget. Expense centers are:

- Water Supervision (611-2310)
- Water Production (611-2320)
- Water Distribution (611-2330)
- Water Capital Projects (611-2550)

Water Capital Projects lists only expenses related to Personnel and Internal Services; expenditures for Capital Improvement Program projects are listed separately in the budget and in summary tables in this report.

**Table 3-1. Water Supervision Expenditures, FY23 – FY29**

	2023-25 Operating Budget Updates to FY23, FY24, and FY25			Projected Operating Budget			
	FY23 Actual	FY24 Proposed	FY25 Proposed	FY26 Projected	FY27 Projected	FY28 Projected	FY29 Projected
<b>WATER SUPERVISION (611-2310)</b>							
<b>Expenditures:</b>							
<i>annual percent change &gt;</i>	14.6%	91.1%	52.5%	4.0%	4.0%	4.0%	4.0%
Personnel	684,073	1,307,079	1,993,304	2,073,036	2,155,958	2,242,196	2,331,884
<i>annual percent change &gt;</i>	-39.9%	-28.0%	-0.5%	4.0%	4.0%	4.0%	4.0%
Services & Supplies	1,342,353	966,147	961,011	999,451	1,039,429	1,081,007	1,124,247
<i>annual percent change &gt;</i>		13.1%	24.1%	7.0%	7.0%	7.0%	7.0%
Insurance	662,888	749,549	930,118	995,226	1,064,892	1,139,435	1,219,195
<i>annual percent change &gt;</i>	134.1%	28.0%	266.4%	0.0%	0.0%	0.0%	0.0%
Debt Service	525,302	672,169	2,463,079	2,463,079	2,463,079	2,463,079	2,463,079
<i>annual percent change &gt;</i>	-90.8%	96.3%	-32.9%	5.0%	5.0%	5.0%	5.0%
Transfers Out	314,679	617,780	414,510	435,236	456,997	479,847	503,839
<i>annual percent change &gt;</i>	0.0%	27.2%	13.8%	3.0%	3.0%	3.0%	3.0%
Internal Services	202,634	257,736	293,344	302,144	311,209	320,545	330,161
<b>Total Expenditures</b>	<b>3,731,929</b>	<b>4,570,460</b>	<b>7,055,366</b>	<b>7,268,173</b>	<b>7,491,564</b>	<b>7,726,108</b>	<b>7,972,405</b>

Table 3-2. Water Production Expenditures, FY23 – FY29

	2023-25 Operating Budget Updates to FY23, FY24, and FY25			Projected Operating Budget			
	FY23	FY24	FY25	FY26	FY27	FY28	FY29
WATER PRODUCTION (611-2320)	Actual	Proposed	Proposed	Projected	Projected	Projected	Projected
Expenditures:							
<i>annual percent change &gt;</i>	44.8%	7.0%	65.3%	4.0%	4.0%	4.0%	4.0%
Personnel	2,706,826	2,895,053	4,785,177	4,976,584	5,175,647	5,382,673	5,597,980
<i>annual percent change &gt;</i>	-520.4%	-17.1%	-46.0%	4.0%	4.0%	4.0%	4.0%
Services & Supplies	2,341,254	1,940,532	1,047,281	1,089,172	1,132,739	1,178,049	1,225,171
<i>annual percent change &gt;</i>	-11.7%	38.4%	-24.8%	6.0%	15.0%	15.0%	15.0%
CCWD Treated and Raw Water	12,481,592	17,279,792	13,002,092	13,782,218	15,849,550	18,226,983	20,961,030
<i>annual percent change &gt;</i>	-39.7%	57.2%	-34.1%	5.0%	5.0%	5.0%	5.0%
Utilities	2,141,443	3,366,227	2,219,954	2,330,952	2,447,499	2,569,874	2,698,368
<i>annual percent change &gt;</i>		64.8%	5.6%	5.0%	5.0%	5.0%	5.0%
Chemicals	1,092,358	1,800,000	1,900,000	1,995,000	2,094,750	2,199,488	2,309,462
<i>annual percent change &gt;</i>	0.0%	47.9%	12.4%	3.0%	3.0%	3.0%	3.0%
Internal Services	379,865	561,812	631,286	650,225	669,731	689,823	710,518
Total Expenditures	21,143,338	27,843,416	23,585,790	24,824,150	27,369,917	30,246,890	33,502,529

Table 3-3. Water Distribution Expenditures, FY23 – FY29

	2023-25 Operating Budget Updates to FY23, FY24, and FY25			Projected Operating Budget			
	FY23	FY24	FY25	FY26	FY27	FY28	FY29
WATER DISTRIBUTION (611-2330)	Actual	Proposed	Proposed	Projected	Projected	Projected	Projected
Expenditures:							
<i>annual percent change &gt;</i>	33.8%	10.3%	21.4%	4.0%	4.0%	4.0%	4.0%
Personnel	4,198,085	4,629,872	5,621,765	5,846,636	6,080,501	6,323,721	6,576,670
<i>annual percent change &gt;</i>	0.8%	64.5%	-24.3%	4.0%	4.0%	4.0%	4.0%
Services & Supplies	6,023,273	9,905,336	7,500,000	7,800,000	8,112,000	8,436,480	8,773,939
<i>annual percent change &gt;</i>		695.3%	0.0%	5.0%	5.0%	5.0%	5.0%
Chemicals	943	7,500	7,500	7,875	8,269	8,682	9,116
<i>annual percent change &gt;</i>	0.0%	15.7%	15.5%	3.0%	3.0%	3.0%	3.0%
Internal Services	771,528	892,300	1,030,794	1,061,718	1,093,569	1,126,376	1,160,168
Total Expenditures	10,993,829	15,435,008	14,160,059	14,716,228	15,294,339	15,895,260	16,519,893

Table 3-4. Water Capital Project Expenditures, FY23 – FY29

	2023-25 Operating Budget Updates to FY23, FY24, and FY25			Projected Operating Budget			
	FY23	FY24	FY25	FY26	FY27	FY28	FY29
WATER CAPITAL PROJECTS (611-2)	Revised	Proposed	Proposed	Projected	Projected	Projected	Projected
Expenditures:							
<i>annual percent change &gt;</i>	82.9%	1.6%	9.6%	4.0%	4.0%	4.0%	4.0%
Personnel	165,794	168,420	184,611	191,995	199,675	207,662	215,969
<i>annual percent change &gt;</i>	0.0%	46.0%	9.3%	3.0%	3.0%	3.0%	3.0%
Internal Services	28,792	42,050	45,953	47,332	48,752	50,214	51,721

Water Fund 611 expenditures are summarized in the following table.

Table 3-5. Water Fund 611 Expenditures, FY23 – FY29									
EXPENDITURES	2023-25 Operating Budget Updates to FY23, FY24, and FY25			Projected Operating Budget				FY25 through FY29	FY25-FY29 % of Total
	2022-23 Revised	2023-24 Proposed	2024-25 Proposed	2025-26 Projected	2026-27 Projected	2027-28 Projected	2028-29 Projected		
Personnel	7,754,778	9,000,424	12,584,857	13,088,251	13,611,781	14,156,253	14,722,503	68,163,645	24%
Services & Supplies	9,706,880	12,812,015	9,508,292	9,888,624	10,284,169	10,695,535	11,123,357	51,499,976	18%
CCWD Treated and Raw Water	12,481,592	17,279,792	13,002,092	13,782,218	15,849,550	18,226,983	20,961,030	81,821,872	29%
Utilities	2,141,443	3,366,227	2,219,954	2,330,952	2,447,499	2,569,874	2,698,368	12,266,647	4%
Chemicals	1,093,301	1,807,500	1,907,500	2,002,875	2,103,019	2,208,170	2,318,578	10,540,142	4%
Insurance	662,888	749,549	930,118	995,226	1,064,892	1,139,435	1,219,195	5,348,866	2%
Debt Service	525,302	672,169	2,463,079	2,463,079	2,463,079	2,463,079	2,463,079	12,315,395	4%
Transfers Out	314,679	617,780	414,510	435,236	456,997	479,847	503,839	2,290,429	1%
Internal Services	1,382,819	1,753,898	2,001,377	2,061,418	2,123,261	2,186,959	2,252,567	10,625,582	4%
Capital Improvement Projects	50,270,579	28,215,094	12,678,000	4,000,000	4,000,000	4,000,000	4,000,000	28,678,000	10%
Total	86,334,261	76,274,448	57,709,779	51,047,878	54,404,247	58,126,134	62,262,517	283,550,555	100%

## 3.2 Capital Improvement Program Expenditures, Funds 611

Between FY25 and FY29, total projected CIP expenditures are approximately \$28.7 million. CIP expenditures are projected to be funded with cash from water rates and use of Fund 611 cash balance.

## 3.3 Debt Service

In January 2019, the City entered into a construction installment sale agreement with the State Water Resources Control Board for project funding up to \$55,000,000 for a Brackish Water Desalination Plant project. In September 2023, an amendment to the agreement was executed increasing project funding up to \$60,000,000. The loan bears interest at a rate of 1.4%, with a 30-year repayment period. As of June 30, 2024, the City has drawn the entire amount available for funding. Interest payments began in 2022 and the first principal payment will begin in July 2025.

Water enterprise revenue bonds are secured by a lien upon and from, the revenues of the water enterprise. Commonly, an operating history of the enterprise or feasibility studies are used to determine that such revenues are sufficient to pay projected operation and maintenance expenses of the enterprise, debt service associated with the bonds and an additional amount known as coverage. Issuers of public enterprise revenue bonds generally covenant in the bond resolution or indenture to establish rates and charges for the products or services provided by the enterprise in a manner sufficient to provide revenues to pay such amounts and to provide coverage.

For the 2019 Construction Installment Sale Agreement with the State Water Resources Control Board, debt service coverage ratios exceed the minimum ratio of 1.20 in all years.

### 3.4 Cash Flow, Water Fund 611

The approximate amount of revenues required from water quantity rates and meter charges for the five-year period, FY25 through FY29, is approximately \$226.2 million. Another \$27.4 million in revenues is projected from other sources. Expenditures during the same period are projected to be approximately \$283.6 million. The operating fund balance is projected to decline from approximately \$59.7 million in FY24 to \$29.7 million in FY29. Cash flow FY23 through FY29 is summarized in the table below.

**Table 3-6. Water Fund 611 Cash Flow, FY23 – FY29**

	2023-25 Operating Budget Updates to FY23, FY24, and FY25			Proforma Based on Alternative Rate Increase Scenarios and Expenditure Forecasts				FY25 through FY29
	2022-23 Actual	2023-24 Budget	FY25 Budget	FY26 Projected	FY27 Projected	FY28 Projected	FY29 Projected	
Beginning Balance, July 1	59,243,284	57,754,200	44,055,181	30,675,286	25,902,744	21,491,162	17,683,477	
Revenue Source:								
Charges for Services	36,851,957	38,364,116	37,892,384	41,021,837	44,739,164	49,064,949	53,512,487	226,230,821
Water Supervision Division Other	3,399,613	5,322,321	4,484,500	4,484,500	4,484,500	4,484,500	4,484,500	22,422,500
Water Distribution Division Other	225,458	642,330	619,000	619,000	619,000	619,000	619,000	3,095,000
Investment Income	971,796	1,250,000	250,000	150,000	150,000	150,000	100,000	800,000
State Brackish Water Grant	3,006,115	-	1,000,000	0	0	0	0	1,000,000
SWRCB Loan Financing	34,157,126	16,865,358	-	0	0	0	0	0
Miscellaneous	133,112	131,304	84,000	0	0	0	0	84,000
Transfer in	6,100,000	-	-	0	0	0	0	0
<b>Total Revenues</b>	<b>84,845,177</b>	<b>62,575,429</b>	<b>44,329,884</b>	<b>46,275,337</b>	<b>49,992,664</b>	<b>54,318,449</b>	<b>58,715,987</b>	<b>253,632,321</b>
Expenditures:								
Personnel	7,754,778	9,000,424	12,584,857	13,088,251	13,611,781	14,156,253	14,722,503	68,163,645
Services & Supplies	9,706,880	12,812,015	9,508,292	9,888,624	10,284,169	10,695,535	11,123,357	51,499,976
CCWD Treated and Raw Water	12,481,592	17,279,792	13,002,092	13,782,218	15,849,550	18,226,983	20,961,030	81,821,872
Utilities	2,141,443	3,366,227	2,219,954	2,330,952	2,447,499	2,569,874	2,698,368	12,266,647
Chemicals	1,093,301	1,807,500	1,907,500	2,002,875	2,103,019	2,208,170	2,318,578	10,540,142
Insurance	662,888	749,549	930,118	995,226	1,064,892	1,139,435	1,219,195	5,348,866
Debt Service	525,302	672,169	2,463,079	2,463,079	2,463,079	2,463,079	2,463,079	12,315,395
Transfers Out	314,679	617,780	414,510	435,236	456,997	479,847	503,839	2,290,429
Internal Services	1,382,819	1,753,898	2,001,377	2,061,418	2,123,261	2,186,959	2,252,567	10,625,582
Capital Improvement Projects	50,270,579	28,215,094	12,678,000	4,000,000	4,000,000	4,000,000	4,000,000	28,678,000
<b>Total Expenditures</b>	<b>86,334,261</b>	<b>76,274,448</b>	<b>57,709,779</b>	<b>51,047,878</b>	<b>54,404,247</b>	<b>58,126,134</b>	<b>62,262,517</b>	<b>283,550,555</b>
Ending Balance, June 30, with Liabilities	57,754,200	44,055,181	30,675,286	25,902,744	21,491,162	17,683,477	14,136,947	
Pension/OPEB Liabilities	14,602,802	15,613,430	15,613,430	15,613,430	15,613,430	15,613,430	15,613,430	
Ending Balance, June 30, without Liabilities <sup>1</sup>	72,357,002	59,668,611	46,288,716	41,516,174	37,104,592	33,296,907	29,750,377	

<sup>1</sup> For purposes of cash flow analysis, Pension and OPEB liabilities of the Water Enterprise have been removed from the ending balances as these liabilities are non-cash and recognized for financial reporting under GASB 68 and GASB 75.

A minimum fund balance (reserves) was developed for the enterprise fund. The fund balance should provide for levels of working capital that will enable the City to adjust to unexpected changes in the timing of accounts receivable from ratepayers, payments for unexpected increases in O&M expenses or other fluctuations in cash flow. The minimum fund balance developed is based on 180 days of annual operating expenditures. In FY25, 180 days of annual operating expenditures is estimated to equal approximately \$22.1 million. The target reserve balance in FY29 is approximately \$28.7 million.

### 3.5 Cash Flow, Water Fund 612

Fund 612 accounts for water system improvements and capital expenditures only. There are no operating expenditures allotted to this fund.

Between FY25 and FY29, total projected CIP expenditures are approximately \$49,000. CIP expenditures are projected to be funded primarily with cash from water facility reserve fees (also call capacity charges). Projected cash flow for FY23 through FY29 is summarized in the table below.

Table 3-7. Water Fund 612 Cash Flow, FY23 – FY29								
	2023-25 Operating Budget Updates to FY23, FY24, and FY25			Proforma Based on Estimated Capacity Charge Revenue and Capital Expenditure Forecasts				2024-25 through 2028-29
	2022-23 Actual	2023-24 Trial Balance	2024-25 Budget	2025-26 Projected	2026-27 Projected	2027-28 Projected	2028-29 Projected	
Beginning Balance, July 1	12,748,706	7,616,280	10,216,967	11,851,451	13,478,693	15,153,935	16,879,177	
Revenue Source:								
Current Services Charges <sup>1</sup>	1,875,000	2,523,203	1,557,000	1,604,000	1,652,000	1,702,000	1,753,000	8,268,000
Investment Income	100,000	100,000	100,000	30,000	30,000	30,000	30,000	220,000
Total Revenues	1,975,000	2,623,203	1,657,000	1,634,000	1,682,000	1,732,000	1,783,000	8,488,000
<sup>1</sup> Current Service Charge values for 2024-25 and onward are based on facility reserve fees escalated by the projected 20-City ENR CCI Index and the projected number of new connections.								
Expenditures:								
Services & Supplies	22,000	22,000	22,000	6,500	6,500	6,500	6,500	48,000
WTP Disinfection Improvements	984,691	0	0	0	0	0	0	0
Transfers Out - Brackish Water	6,100,000	0	0	0	0	0	0	0
Internal Services	735	516	516	258	258	258	258	1,548
Total Expenditures	7,107,426	22,516	22,516	6,758	6,758	6,758	6,758	49,548
Ending Balance, June 30	7,616,280	10,216,967	11,851,451	13,478,693	15,153,935	16,879,177	18,655,419	

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## Section 4

# Proposition 218 Notice and Revenue from Rates

Revenues from rates and charges are summarized in this section.

### 4.1 Recommended Rates and Charges

Current rates for FY24 and the first half of FY25, and recommended rates to be effective January 1, 2025, and onward for FY25 – FY29, are shown in the table below.

**Table 4-1. FY24 and Recommended FY25 – FY29 Water Rates and Charges**

		Current FY24	FY25	Recommended Five-Year Rate Plan FY26      FY27      FY28      FY29			
Water Rates	<i>effective dates &gt;</i>	7/1/2019	1/1/2025	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Quantity Rates, \$/HCF							
Non-Single Family							
Zone I		\$4.44	\$4.45	\$4.72	\$5.03	\$5.37	\$5.73
Zone II		\$4.55	\$4.57	\$4.89	\$5.28	\$5.67	\$6.09
Zone III		\$4.65	\$4.80	\$5.22	\$5.76	\$6.25	\$6.79
Zone IV		\$4.86	\$5.26	\$5.89	\$6.73	\$7.41	\$8.18
Single Family & Senior							
Tier 1	0 - 12 HCF	0 - 12 HCF	0 - 12 HCF	0 - 11HCF	0 - 10 HCF	0 - 10 HCF	
Zone I		\$3.78	\$3.90	\$4.14	\$4.42	\$4.72	\$5.05
Zone II		\$3.89	\$4.02	\$4.31	\$4.67	\$5.02	\$5.41
Zone III		\$3.99	\$4.25	\$4.64	\$5.15	\$5.60	\$6.11
Zone IV		\$4.20	\$4.71	\$5.31	\$6.12	\$6.76	\$7.50
Tier 2	> 12 HCF	> 12 HCF	> 12 HCF	> 11HCF	> 10 HCF	> 10 HCF	
Zone I		\$6.22	\$6.34	\$6.70	\$7.11	\$7.57	\$8.07
Zone II		\$6.33	\$6.46	\$6.87	\$7.36	\$7.87	\$8.43
Zone III		\$6.43	\$6.69	\$7.20	\$7.84	\$8.45	\$9.13
Zone IV		\$6.64	\$7.15	\$7.87	\$8.81	\$9.61	\$10.52
Meter Service, \$/meter-month							
¾ x ¾-inch		\$24.40	\$24.90	\$26.10	\$27.90	\$31.00	\$34.40
1-inch		\$55.00	\$56.10	\$58.90	\$63.00	\$69.80	\$77.60
1½-inch		\$105.00	\$107.00	\$113.00	\$120.00	\$133.00	\$148.00
2-inch		\$165	\$168.00	\$177.00	\$189.00	\$209.00	\$233.00
3-inch		\$305	\$311.00	\$327.00	\$349.00	\$387.00	\$430.00
4-inch		\$506	\$516.00	\$542.00	\$579.00	\$642.00	\$714.00
6-inch		\$1,008	\$1,030.00	\$1,080.00	\$1,150.00	\$1,280.00	\$1,420.00
8-inch		\$1,610	\$1,640.00	\$1,730.00	\$1,840.00	\$2,040.00	\$2,270.00
10-inch		\$2,312	\$2,360.00	\$2,480.00	\$2,650.00	\$2,930.00	\$3,260.00
12-inch		\$3,315	\$3,380.00	\$3,550.00	\$3,790.00	\$4,210.00	\$4,670.00

After the first rate increase for FY25 effective January 1, 2025, (six months into the fiscal year), increases for the next four fiscal years are effective July 1 which is the beginning of the fiscal year.

Note that the rate structure is also changed for single family and senior quantity rates. The rate structure change is to lower the break point between Tier 1 and Tier 2 rates from 12 HCF to 10 HCF over two years beginning in FY27.

The City has not increased water rates since July 1, 2019. Annual bill increases for Single Family accounts for the recommended five-year rate plan (for FY25 – FY29) average approximately 8.2% per year when using 10 HCF of water use in Zone 3.

## 4.2 Revenue from Current and Recommended Rates and Charges

Revenue from rates and charges is summarized in the table below. The amount of revenues from water rates for the five-year period, FY25 through FY29, is approximately \$226.2 million.

**Table 4-2. Projected Revenue from Water Rates, FY24 – FY29**

Revenue from Water Rates and Charges	FY24	FY25	FY26	FY27	FY28	FY29	FY25 - FY29	% of Total
<i>effective dates &gt;</i>	<i>7/1/2019</i>	<i>1/1/2025</i>	<i>7/1/2025</i>	<i>7/1/2026</i>	<i>7/1/2027</i>	<i>7/1/2028</i>		
<b>Summary by Customer Class Quantity and Meter</b>								
Quantity								
Non-Single Family	5,738,281	5,718,791	6,103,152	6,548,861	6,975,258	7,432,482	32,778,545	14%
Single Family								
Tier 1	10,465,811	11,657,571	12,922,576	13,640,675	14,021,426	15,174,853	67,417,101	30%
Tier 2	<u>7,651,284</u>	<u>6,157,919</u>	<u>6,716,698</u>	<u>8,151,473</u>	<u>9,794,854</u>	<u>10,529,459</u>	<u>41,350,403</u>	<u>18%</u>
Total Single Family	18,117,095	17,815,489	19,639,274	21,792,149	23,816,280	25,704,312	108,767,504	48%
Senior								
Tier 1	31,206	33,647	36,694	38,667	40,005	42,879	191,892	0.08%
Tier 2	<u>10,560</u>	<u>7,564</u>	<u>8,115</u>	<u>10,298</u>	<u>12,973</u>	<u>13,815</u>	<u>52,765</u>	<u>0.02%</u>
Total Senior	41,766	41,210	44,809	48,965	52,978	56,695	244,657	0.11%
Total Quantity	23,897,142	23,575,491	25,787,235	28,389,974	30,844,517	33,193,489	141,790,706	63%
Meter Service	14,115,408	14,316,893	15,234,602	16,349,190	18,220,433	20,318,998	84,440,116	37%
Total All Rates	38,012,550	37,892,384	41,021,837	44,739,164	49,064,949	53,512,487	226,230,821	100%
Annual Revenue \$ Increase		-120,166	3,129,453	3,717,327	4,325,785	4,447,537	15,499,937	
Annual Revenue % Increase		-0.3%	8.3%	9.1%	9.7%	9.1%		
<b>Summary by Rate Category, Dollars</b>								
Quantity, w/o elevation zone	22,936,309	22,539,794	24,309,414	26,250,210	28,287,255	30,137,680	131,524,353	58%
Quantity, elevation zone	960,833	1,035,696	1,477,821	2,139,765	2,557,261	3,055,809	10,266,352	5%
Meter Service	14,115,408	14,316,893	15,234,602	16,349,190	18,220,433	20,318,998	84,440,116	37%
Total	38,012,550	37,892,384	41,021,837	44,739,164	49,064,949	53,512,487	226,230,821	100%
<b>Cumulative Total, FY25 - FY29</b>								
<b>Summary by Rate Category, Percent</b>								
Quantity, w/o elevation zone	60%	59%	59%	59%	58%	56%		
Quantity, elevation zone	3%	3%	4%	5%	5%	6%		
Meter Service	37%	38%	37%	37%	37%	38%		
Total	100%	100%	100%	100%	100%	100%		

## Section 5

# Impact of Rate Changes on Customer Bills

Residential (single family) accounts make up approximately 95% of all customer accounts. The impact on customers is summarized in terms of changes in the monthly bill for a typical single family account.

### 5.1 Single Family Monthly Bills Survey

Current and recommended FY25 monthly water bills for Antioch were compared with other agencies. The comparison is based on a  $\frac{3}{4}$  x  $\frac{1}{4}$ -inch meter using 10 HCF of water per month (approximately 245 gallons per day) in a comparable elevation zone. The elevation zone used for Antioch monthly bills is Zone 3. Results of the survey are shown in the figure below. FY25 rates for other agencies are used if adopted; otherwise, current rates are used.

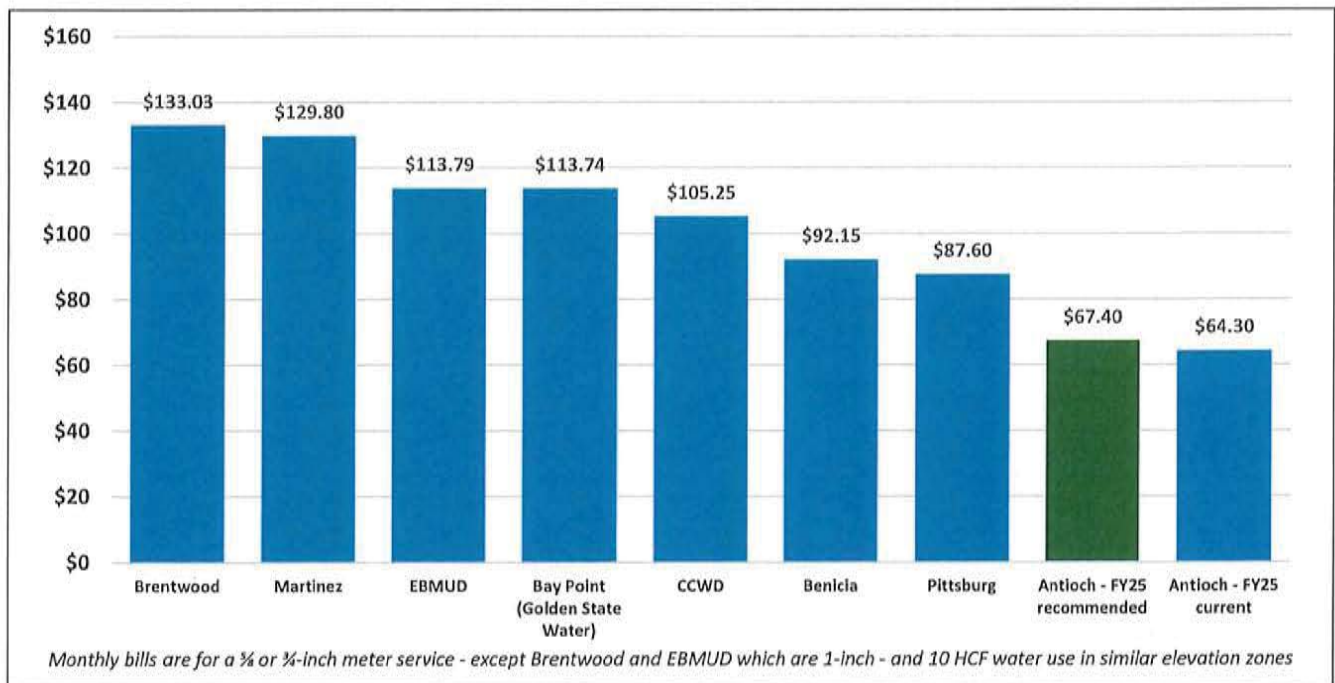


Figure 5-1. Single Family Monthly Bills Survey

## 5.2 Antioch Single Family Bills, FY09 – FY29

Monthly water bills for Single Family users for FY09 – FY24 (16 years) were compared with bills adopted and recommended for the next five years (FY25 – FY29). The bills for FY25 – FY29 are based on a  $\frac{5}{8}$  x  $\frac{3}{4}$ -inch meter using 10 HCF of water per month in elevation Zone 3.

Note that in the 16 years prior to FY25 – FY29, monthly bills were calculated using higher water consumption of 15 HCF per month during FY9 – FY15; 13 HCF per month during FY16 and FY17; and 12 HCF per month from FY18 – FY24. Water consumption used for calculating bills has steadily dropped in proportion to the amount of water conservation recorded for residential accounts.

In the four years when water consumption for calculating bills was lowered – FY16 (from 15 HCF to 13 HCF), FY18 (from 13 HCF to 12 HCF), FY27 (from 12 HCF to 11 HCF), and FY28 (from 11 HCF to 10 HCF) – the percent increase in bills is lower than the percent increase in rates in that year.

Lowering the amount of water use results in a lower monthly bill in both percentage and absolute terms. For example, in FY16 a monthly bill with 15 HCF of water use was \$57.85; a monthly bill with 13 HCF of water was \$52.47 (as shown in the figure) – a decrease of \$5.38. Without conservation of 2 HCF, the monthly bill would have increased by \$2.65 (approximately 4.8 percent). With conservation of 2 HCF, the monthly bill decreased by \$2.73 (approximately 4.9 percent).

Monthly bills for FY18, FY27, and FY28 are impacted in a similar manner. The percentage increase for years with bill calculations that incorporate a reduction in water use are shown in the figure below with blue circles.

For the past 16 years, the average annual increase in bills has been 4.2 percent. For five of those years the annual increase in bills was zero.

Annual bill increases for Single Family accounts using 10 HCF of water use in Zone 3 for the recommended five-year rate plan (for FY25 – FY29) average approximately 8.2% per year.

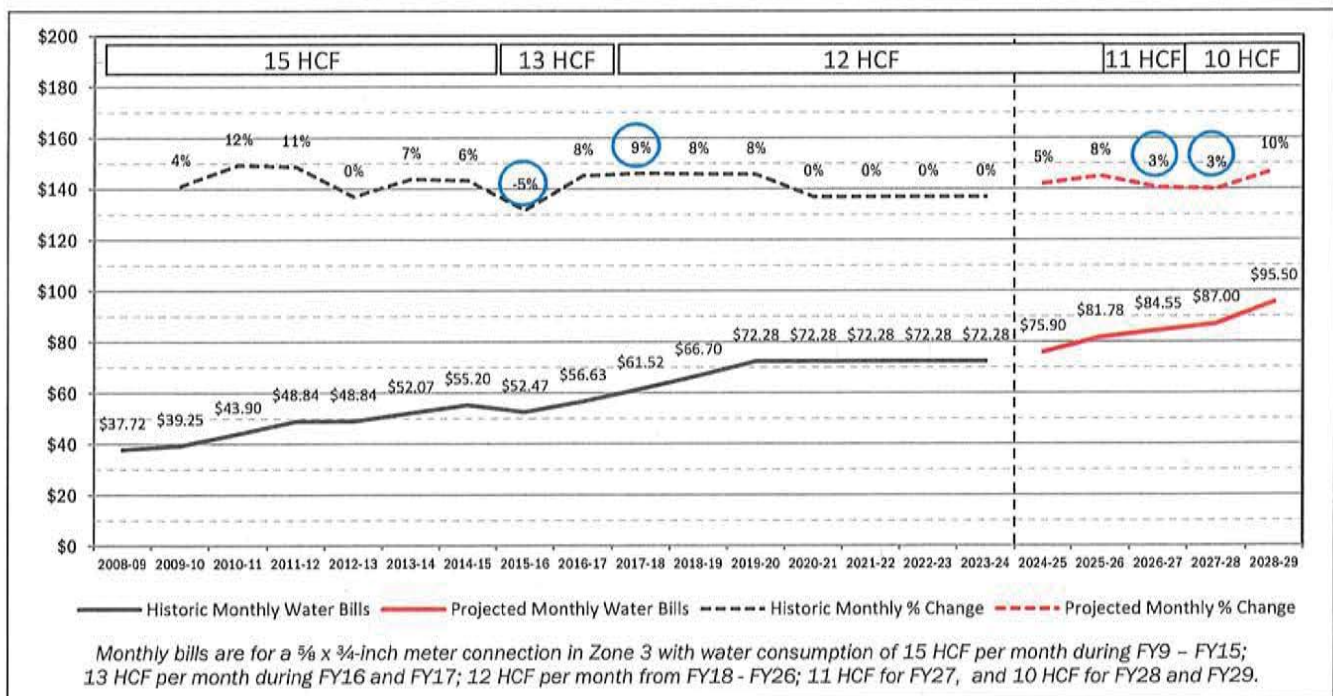


Figure 5-2. Antioch Single Family Bills for FY09 – FY29



## **Section 6**

# **Limitations**

This document was prepared solely for City of Antioch in accordance with professional standards at the time the services were performed and in accordance with the contract between City of Antioch and Pavletic Consulting LLC. This document is governed by the specific scope of work authorized by City of Antioch; it is not intended to be relied upon by any other party. We have relied on information or instructions provided by City of Antioch and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

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# ATTACHMENT "B"



## City of Antioch

### Notice of Public Hearing on Proposed Water Rate Increase

Tuesday, November 12, 2024, at 7:00 p.m.

Council Chambers – 200 "H" Street, Antioch, CA 94509

Para los clientes de habla hispana, una versión de este aviso en español está disponible en el sitio web de la Ciudad de Antioch en [www.antiochca.gov](http://www.antiochca.gov) y [www.antiochwater.com](http://www.antiochwater.com). Anuncios en español también están disponibles en el Ayuntamiento, en la calle Tres y H, en la Biblioteca Pública ubicado en 501 West 18th Street, y en la Biblioteca de el Centro Comunitario de Antioch ubicado en 4703 Lone Tree Way, Antioch.

### Public Hearing and Protests

The City of Antioch wishes to notify you of a Public Hearing of the City Council on November 12, 2024, at 7:00 p.m. at the City Hall Council Chambers to discuss Water rate increase for fiscal years (FY) 2024/25 through 2028/29. The City Council may take action to implement increases at this meeting.

The City will accept public comments at the Public Hearing. Written protests may be submitted before or at this Public Hearing. Written protests may be hand delivered to the Public Works Department Office, 1201 West 4<sup>th</sup> Street, Antioch, CA or mailed to the Public Work's Office at P.O. Box 5007, Antioch, CA 94531-5007; or personally submitted at the City Council meeting prior to the public hearing. To be valid, protests must be in writing, state opposition to the proposed rate increase, and include customer's name, address, and account number from your mailing label. Protests must be signed by the property owner or by the tenant directly responsible for payment of the fees subject to the proposed increase. Only one protest will be counted per parcel. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a valid written protest. The meeting facility is accessible to the handicapped. Auxiliary aides will be made available, upon request in advance, for persons with hearing or vision disabilities.

Table 1:

		Current		Recommended Five-Year Rate Plan			
		FY24	FY25	FY26	FY27	FY28	FY29
Water Rates	effective dates >	7/1/2019	1/1/2025	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Quantity Rates, \$/HCF							
Non-Single Family							
Zone I		\$4.44	\$4.45	\$4.72	\$5.03	\$5.37	\$5.73
Zone II		\$4.55	\$4.57	\$4.89	\$5.28	\$5.67	\$6.09
Zone III		\$4.65	\$4.80	\$5.22	\$5.76	\$6.25	\$6.79
Zone IV		\$4.86	\$5.26	\$5.89	\$6.73	\$7.41	\$8.18
Single Family & Senior							
Tier 1	0 - 12 HCF	0 - 12 HCF	0 - 12 HCF	0 - 11 HCF	0 - 10 HCF	0 - 10 HCF	
Zone I		\$3.78	\$3.90	\$4.14	\$4.42	\$4.72	\$5.05
Zone II		\$3.89	\$4.02	\$4.31	\$4.67	\$5.02	\$5.41
Zone III		\$3.99	\$4.25	\$4.64	\$5.15	\$5.60	\$6.11
Zone IV		\$4.20	\$4.71	\$5.31	\$6.12	\$6.76	\$7.50
Tier 2	> 12 HCF	> 12 HCF	> 12 HCF	> 11 HCF	> 10 HCF	> 10 HCF	
Zone I		\$6.22	\$6.34	\$6.70	\$7.11	\$7.57	\$8.07
Zone II		\$6.33	\$6.46	\$6.87	\$7.36	\$7.87	\$8.43
Zone III		\$6.43	\$6.69	\$7.20	\$7.84	\$8.45	\$9.13
Zone IV		\$6.64	\$7.15	\$7.87	\$8.81	\$9.61	\$10.52
Meter Service, \$/meter-month							
¾ x ¾-inch		\$24.40	\$24.90	\$26.10	\$27.90	\$31.00	\$34.40
1-inch		\$55.00	\$56.10	\$58.90	\$63.00	\$69.80	\$77.60
1½-inch		\$105.00	\$107.00	\$113.00	\$120.00	\$133.00	\$148.00
2-inch		\$165.00	\$168.00	\$177.00	\$189.00	\$209.00	\$233.00
3-inch		\$305.00	\$311.00	\$327.00	\$349.00	\$387.00	\$430.00
4-inch		\$506.00	\$516.00	\$542.00	\$579.00	\$642.00	\$714.00
6-inch		\$1,008.00	\$1,030.00	\$1,080.00	\$1,150.00	\$1,280.00	\$1,420.00
8-inch		\$1,610.00	\$1,640.00	\$1,730.00	\$1,840.00	\$2,040.00	\$2,270.00
10-inch		\$2,312.00	\$2,360.00	\$2,480.00	\$2,650.00	\$2,930.00	\$3,260.00
12-inch		\$3,315.00	\$3,380.00	\$3,550.00	\$3,790.00	\$4,210.00	\$4,670.00



### **Need for Rate Increases**

The proposed increases are necessary to maintain the financial stability and structural integrity of the City's Water Enterprise Program, and to address new Federal and State regulatory mandates, as well as increasing costs affecting Water operations. Utility fee calculations are based on the cost of operation and maintenance expenses (including labor, utilities, supplies and materials), capital expenditures for infrastructure, and adequate reserves for meeting capital and operational needs. This rate increase addresses the rising costs of treating water as well as maintaining water distribution; and the need to meet increasing mandates from both Federal and State agencies. The City is committed to proactively improving and maintaining our aging systems while providing excellent services at all levels within our programs.

**Water Rates - Proposed Rate Structure** (Table 1): The rate structure has two components: 1) a monthly meter service charge which varies by meter size; and 2) a quantity rate for actual metered water usage in each of four elevation zones. Quantity rates increase for higher elevation zones as a result of additional electricity costs associated with pumping water to higher elevations. Most single-family customers have a  $\frac{5}{8}$  x  $\frac{3}{4}$ -inch meter.

In order to promote continued water conservation, two-tier quantity rates have been developed for single family customers. The first-tier quantity rate applies to water use equal to or below average monthly water use; the second tier quantity rate applies to above average water use. All other customers (those shown as "Non-Single Family" in the chart above including multi-family, industrial, commercial, etc.) have an increased uniform quantity rate that applies to the applicable elevation zone.

Since the previous rate increases, average monthly water use for single family customers has decreased from approximately 12 HCF (about 295 gallons per day) to approximately 9 HCF (about 221 gallons per day). First tier quantity range is being lowered from 12 HCF in FY25 and FY26 to 11 HCF in FY27 and 10 HCF in FY28 and FY29.

If approved, the new rates and charges will go in effect on January 1, 2025.



## Ciudad de Antioch

### Aviso de audiencia pública sobre los aumentos propuestos en las tarifas de agua

Martes, el 12 de noviembre de 2024 a las 7:00 de la noche

Ayuntamiento de Antioch – Consejo Municipal

200 H Street, Antioch, CA 94509

### Audiencia Pública y Protestas

La Ciudad de Antioch desea notificarle de una Audiencia Pública del Concejo Municipal el 12 de noviembre de 2024 a las 7:00 de la noche en el ayuntamiento de Antioch – Concejo Municipal ubicado en 200 H St, Antioch, CA 94509. para discutir los aumentos de las tarifas de agua para los años fiscales 2024/25 hasta 2028/29. El Concejo Municipal puede tomar medidas para implementar aumentos en esta reunión.

La ciudad aceptará comentarios públicos en la audiencia pública. Se pueden presentar protestas escritas antes o en esta Audiencia Pública. Las protestas escritas pueden entregarse personalmente en la Oficina del Departamento de Obras Públicas, 1201 West 4th Street, Antioch, CA o enviarse por correo a la Oficina de Obras Públicas en P.O. Box 5007, Antioch, CA 94531-5007; o presentado personalmente en la reunión del Concejo Municipal antes del cierre de la audiencia pública. Para ser válidas, las protestas deben presentarse escritas, manifestando su oposición al aumento de tarifa propuesto y incluir el nombre, la dirección y el número de cuenta del cliente que figura en la etiqueta postal. Las protestas deben estar firmadas por el dueño de la propiedad o por el inquilino directamente responsable del pago de las tarifas sujetas al aumento propuesto. Solo se contará una protesta por propiedad. Los comentarios orales en la audiencia pública no calificarán como protestas formales a menos que estén acompañados de una protesta válida escrita. La sala de reuniones es accesible para discapacitados. Se pondrán a disposición ayudas auxiliares conprevia solicitud, para personas con discapacidades auditivas o visuales.

Tabla 1:

		Current	Recommended Five-Year Rate Plan				
		FY24	FY25	FY26	FY27	FY28	FY29
Water Rates	effective dates >	7/1/2019	1/1/2025	7/1/2025	7/1/2026	7/1/2027	7/1/2028
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Zone III		\$4.65	\$4.80	\$5.22	\$5.76	\$6.25	\$6.79
Zone IV		\$4.86	\$5.26	\$5.89	\$6.73	\$7.41	\$8.18
Single Family & Senior							
Tier 1	0 - 12 HCF	0 - 12 HCF	0 - 12 HCF	0 - 11 HCF	0 - 10 HCF	0 - 10 HCF	
Zone I		\$3.78	\$3.90	\$4.14	\$4.42	\$4.72	\$5.05
Zone II		\$3.89	\$4.02	\$4.31	\$4.67	\$5.02	\$5.41
Zone III		\$3.99	\$4.25	\$4.64	\$5.15	\$5.60	\$6.11
Zone IV		\$4.20	\$4.71	\$5.31	\$6.12	\$6.76	\$7.50
Tier 2	> 12 HCF	> 12 HCF	> 12 HCF	> 11 HCF	> 10 HCF	> 10 HCF	
Zone I		\$6.22	\$6.34	\$6.70	\$7.11	\$7.57	\$8.07
Zone II		\$6.33	\$6.46	\$6.87	\$7.36	\$7.87	\$8.43
Zone III		\$6.43	\$6.69	\$7.20	\$7.84	\$8.45	\$9.13
Zone IV		\$6.64	\$7.15	\$7.87	\$8.81	\$9.61	\$10.52
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¾ x ¾-inch		\$24.40	\$24.90	\$26.10	\$27.90	\$31.00	\$34.40
1-inch		\$55.00	\$56.10	\$58.90	\$63.00	\$69.80	\$77.60
1½-inch		\$105.00	\$107.00	\$113.00	\$120.00	\$133.00	\$148.00
2-inch		\$165.00	\$168.00	\$177.00	\$189.00	\$209.00	\$233.00
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4-inch		\$506.00	\$516.00	\$542.00	\$579.00	\$642.00	\$714.00
6-inch		\$1,008.00	\$1,030.00	\$1,080.00	\$1,150.00	\$1,280.00	\$1,420.00
8-inch		\$1,610.00	\$1,640.00	\$1,730.00	\$1,840.00	\$2,040.00	\$2,270.00
10-inch		\$2,312.00	\$2,360.00	\$2,480.00	\$2,650.00	\$2,930.00	\$3,260.00
12-inch		\$3,315.00	\$3,380.00	\$3,550.00	\$3,790.00	\$4,210.00	\$4,670.00



### **Necesidad de Aumentos de Tarifas**

Los aumentos propuestos son necesarios para mantener la estabilidad financiera y la integridad estructural del Programa de Empresas de Agua de la Ciudad, y para abordar los nuevos mandatos regulatorios federales y estatales, así como aumentos a los costos que afectan las operaciones de agua. Los cálculos de las tarifas de servicios públicos se basan en el costo de operación y los gastos de mantenimiento (incluida la mano de obra, los servicios públicos, los suministros y los materiales), los gastos de capital para la infraestructura y las reservas adecuadas para satisfacer las necesidades operativas y de capital. Este aumento de tarifas aborda los costos crecientes de mantener el sistema de agua; y la necesidad de cumplir con los crecientes mandatos de las agencias federales y estatales. La Ciudad está comprometida a mejorar y mantener de manera proactiva nuestros sistemas anticuados mientras brinda servicios excelentes en todos los niveles dentro de nuestros programas.

**Cargos por Servicios de Agua - Estructura de Tarifas Propuesta** (Tabla 1): La estructura de tarifas de agua tiene dos componentes: 1) un cargo mensual por servicio del medidor que varía según el tamaño del medidor; y 2) una tarifa de cantidad para uso real de agua medida en cada una de las cuatro zonas de mayor elevación. Tarifas de cantidad aumentan para zonas más elevadas debido a los costos adicionales de electricidad asociados con bombear el agua para las zonas elevadas. La mayoría de los clientes de familia unifamiliar tienen un medidor de 5/8 x 3/4-pulgadas. Para poder continuar con promover la conservación de agua, dos niveles de tarifas de cantidad han sido desarrolladas para clientes de familia unifamiliar. El primer nivel de tarifas de cantidad aplica al uso de agua igual a o menos del promedio del uso de agua mensualmente; el segundo nivel de tarifas de cantidad aplica al uso de agua arriba de el promedio uso. Todos los demás clientes (todos aquellos "familia no unifamiliar" en la tabla mostrada incluyendo multifamiliar, industrial, comercial, etc.) tienen un incremento uniforme de tarifas de cantidad que aplican a cada zona elevada adecuada.

Desde el ultimo incremento de tarifas, el promedio de agua mensual para familias unifamiliar ha disminuido de aproximadamente 12 cien pies cúbicos (alrededor de 295 galones al día) a aproximadamente 9 cien pies cúbicos (alrededor de 221 galones al día). El rango de cantidad de primer nivel será reducido de 12 cien pies cúbicos en los años fiscales 2025/2026 a 11 cien pies cúbicos en el año fiscal 2027 y 10 cien pies cúbicos en los años fiscales 2028/2029.

Si se aprueban, las nuevas tarifas y cargos entrarán en vigor el 1 de enero de 2025.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Monet Boyd, Assistant Planner *MB*

**APPROVED BY:** Kevin Scudero, Acting Community Development Director *KS*

**SUBJECT:** Downtown Specific Plan Update (LA2024-0004)

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### **RECOMMENDED ACTION**

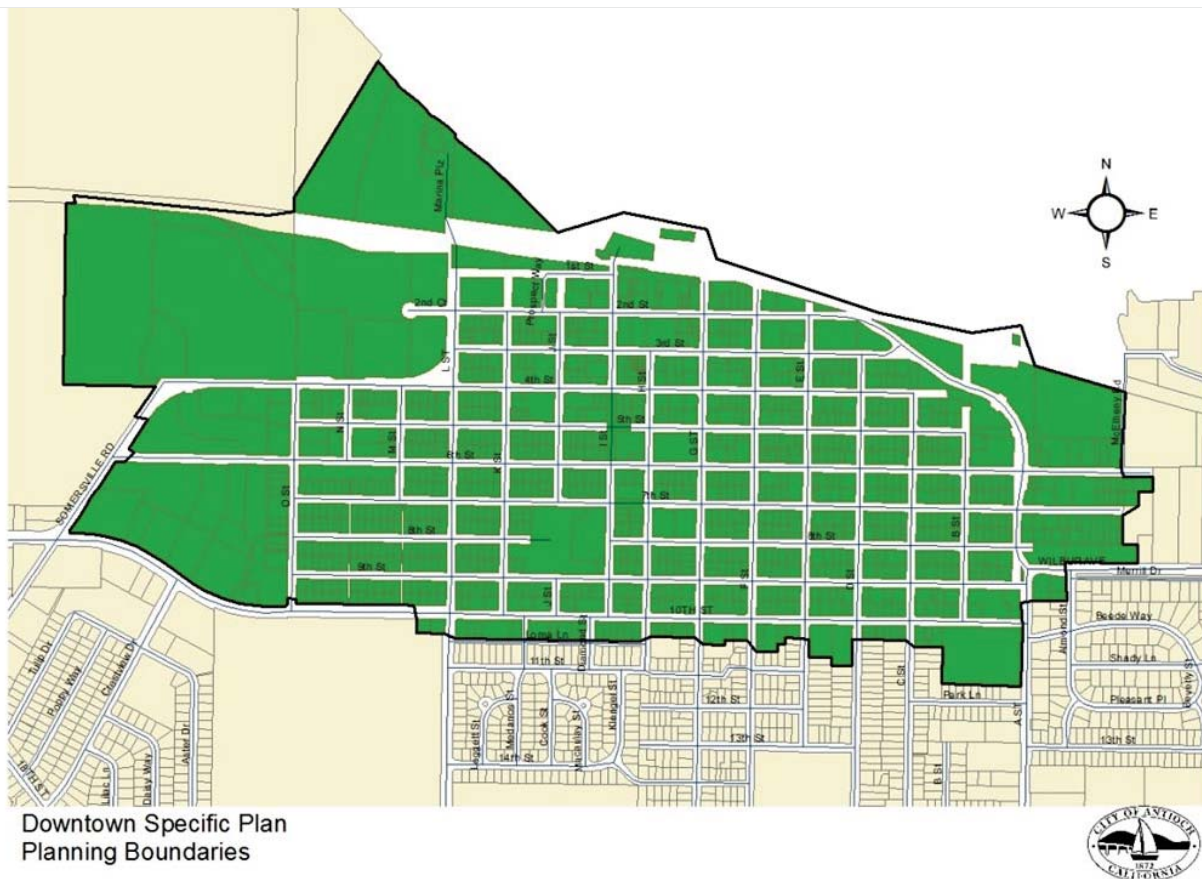
It is recommended that the City Council adopt a resolution to adopt text amendments to the City of Antioch's Downtown Specific Plan ("DTSP") to enable missing middle housing, correct mistakes, and provide more clarity in certain sections.

### **FISCAL IMPACT**

There is no anticipated direct or indirect fiscal impact as a result of this item.

### **DISCUSSION**

On February 13, 2018, the Antioch City Council adopted the DTSP. The DTSP was funded by a grant from the Strategic Growth Council. The DTSP was developed to serve as a comprehensive land use document for the downtown area. Prior to adoption of the DTSP, the area was regulated through a series of planning documents, municipal code sections, and similar efforts, which could be cumbersome to follow. The purpose of the DTSP effort was to combine the best elements of the past documents, current information, and future trends, to create a single source for development policy and programs for Downtown Antioch. This document is designed to be streamlined, accessible, and simple to encourage development and reinvestment in Downtown Antioch. The vision for the Downtown Specific Plan was to create a place where residents and visitors can live, work, shop, dine, and play. As well as preserving Downtown Antioch's unique waterfront setting, its historic and culturally rich character.



The Current Downtown-Specific Plan can be viewed here: <https://www.antiochca.gov/fc/community-development/planning/downtown-specific-plan.pdf>.

### Downtown Specific Plan Text Amendments

Since its adoption, both staff and members of the public have had a chance to use the DTSP on a near daily basis. During this time, staff has identified areas of the plan that have been confusing to implement or have caused members of the public confusion. Staff is now proposing minor updates to the DTSP to ease this confusion and aid in the ongoing implementation of the plan.

Staff is proposing minor edits to the DTSP to ensure clarity and consistency throughout the document. First, the land use table has been reorganized in alphabetical order and updated to reflect Antioch Municipal Code zoning code references, such as referencing the specific use regulations in the Municipal Code for tobacco retailers, bingo uses, and family daycare homes.

### Definitions

A number of changes to the “Definitions” section have been made. Definitions were revised to remove ambiguity or duplicative requirements. For example, the “Assembly”

use previously outlined both an occupancy and square footage requirement for determining whether a use was considered “major” or “minor”. As the square footage threshold was larger than most tenant spaces in Downtown, the threshold was difficult for staff to enforce. Staff is now removing the ambiguity by only referencing occupancy, which is governed by the California Building and Fire Codes. New definitions that were missing in the DTSP have also been included, such as a definition for “building height.” This missing definition has led to ambiguity in applying the development standards to properties within the DTSP.

Some definitions referenced code sections that did not match the Municipal Code and have been removed. Some definitions were included that were not found within the text of the DTSP, such as the definition of “community garden.” These definitions were removed. Additionally, minor edits, including correcting misnumbering and cross-references, have been addressed in the proposed updated version.

Changes affecting both the land use table and “Definitions” section were also made. Previously, “bar,” “nightclub,” “pubs,” and “microbreweries” were considered a single use, but in terms of land use impacts they are distinct. The definitions for “microbrewery,” “bar,” and “brewpub” have been updated to align with the Alcoholic Beverage Control (ABC) definitions. Both bars and nightclubs still require Use Permits, but the updates to the definition and land use table have separated the uses. This adjustment will make it easier for brewpub and microbreweries to conduct business downtown, while still providing the opportunity for conditions of approvals to be applied to the businesses.

Additionally, changes to the definitions and land use table were made to comply with state law and the City’s certified 6<sup>th</sup> Cycle Housing Element, which are discussed under the “Housing Element Compliance” section.

#### Opportunity Sites

Staff is proposing minor alterations to the Opportunity Sites’ wording to add clarity to development process. While the open-ended nature of the redevelopment standards for the three Opportunity Sites in the DTSP allow potential redevelopment to fit the unique nature of the sites, it has led to much ambiguity at times and a lack of clear direction for potential developers. Staff proposes removing the requirement that the project must be redeveloped as a project-specific Planned Development and would allow projects to be developed under any appropriate designation. This change still requires the project to go before both the Planning Commission and City Council for approval, but allows an applicant to avoid having to develop the project-specific zoning standards and uses of a Planned Development if the project is designed to an existing designation’s standards.

#### Blending Land Use Designations

Staff is proposing to update the Blending Land Use Designation section language due to properties sitting vacant due to the restrictive wording of the section’s language. Currently, the language only allows redevelopment of a parcel to a new land use designation if the parcel, or collection of parcels, meets all the development standards of new designation. As described in the DTSP, this is to prevent piecemeal development.

Staff believes the current restrictions make sense along 10th Street, where there is already a mix of piecemealed uses. Therefore, the proposed changes do not affect the blending district found along 10<sup>th</sup> Street. Since the adoption of the DTSP, staff has seen properties in the I/C-R blending district sit vacant because the DTSP requires the property fall into the last occupied land use designation – for example a commercial use, even if the property and site could support the other blending land use – for example a light industrial use – because the property does not meet the minimum development standards to qualify for the alternate blending land use designation. By adding greater flexibility to the I/C-R and MDR/HDR blending designations, staff hopes to see vacant buildings sold or leased while still preventing a piece-meal redevelopment pattern within the blending districts.

#### Land Use Review

Updates to the Land Use Review process are proposed to try to remove some of the existing ambiguities from the process language. The updated language is meant to align with the Antioch Municipal Code and Design Review process required for other parts of the city. Staff believes mirroring the processes found elsewhere in the city brings continuity to the development process for both applicants and staff.

#### Green Infrastructure Statement

The amendments also include a required statement to comply with the City’s National Pollutant Discharge Elimination System (NPDES) Permit. Under the NPDES permit, all Specific Plans and Specific Plan updates must include a statement regarding the construction of green infrastructure as part of development through the specific plan. This statement has been added to Section 9.2 Development Entitlement Process.

#### Development Standards Table

Currently, the Waterfront and Public Building designations do not include development standards in the Development Standards Table 2.2. Currently, the Waterfront and Public Building designations’ columns in the table refers to the standards being set “by Use Permit”. Without set setbacks, height, and other development standards, there is a lack of certainty about what standards would be approved during the use permit process. Additionally, the areas designated as either Waterfront or Public Building are largely already developed. Staff is proposing to remove the use permit process to establish standards in the Waterfront and Public Building designations and set standards for each designation. These standard setbacks would be followed should any properties be developed or added onto within these designations.

Additionally, staff is proposing to resolve a minor error in the “Maximum residential density (dwellings per acre)” row of the table. Per the land use table, C-N does not allow multifamily housing uses, but the development standards table allows up to 16 dwelling units per acre. Conversely, multifamily housing is allowed with a use permit in C-R designation in the use table. The development standards table does not currently list a maximum dwelling units per acre for the C-R designation. Staff believes that the 16 dwelling units per acre designation in the C-N column of the development standards is an

error and should be moved to C-R, where multifamily housing is allowed. The proposed amendments resolve this issue.

### Housing Element Compliance

The Housing Element guides the City's overall long-range planning strategy for housing throughout the city. In October 2023, the California Department of Housing and Community Development certified Antioch's 6<sup>th</sup> Cycle Housing Element. The proposed zoning text amendments will enable compliance with the Housing Element. Here are a few laws that have impacted housing since the creation of the Downtown Specific Plan:

AB 2162 was passed September 26, 2018, and requires that supportive housing be a permitted use without discretionary review in zones where multi-family and mixed uses are permitted, including nonresidential zones permitting multi-family uses. The definition in the DTSP is taken from the Municipal Code and is proposed to say, "As defined in Health and Safety Code § 50675.14(b) and/or Health and Safety Code § 53260(d): dwelling units with no limit on length of stay and that are linked to onsite or offsite services that assist supportive housing residents in retaining the housing, improving their health status, and maximizing their ability to live and, where possible, work in the community. *SUPPORTIVE HOUSING* may be provided in a multiple-unit structure or group residential facility."

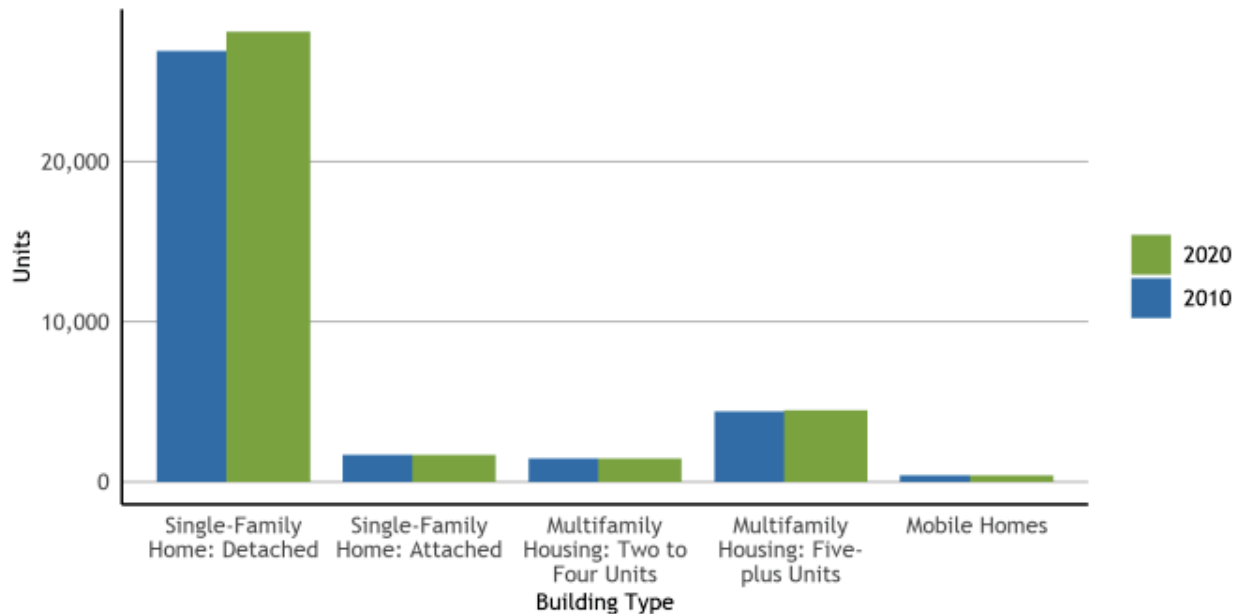
AB 101 was passed on October 8, 2021, and established requirements for local jurisdictions to allow low barrier navigation centers as a by-right use in mixed-use and nonresidential zoning districts which permit multi-family development. Antioch Municipal Code zoning text amendments were adopted in January 2023 to conform to state law, and these updates will ensure that the DTSP is in compliance as well.

The proposed amendments update the definition of transitional housing to align with the City of Antioch's Municipal Code, which was updated during the Housing Element adoption in January 2023. The definition in the DTSP is proposed to say, "Transitional Housing is defined as dwelling units with a limited length of stay are operated under a program requiring recirculation to another program location at some future point in time. Transitional Housing may be provided in a variety of residential housing types (e.g. multiple-unit dwelling, single-room occupancy, group residential, single-family dwelling). This classification includes domestic violence shelters. Transitional housing does not include community reentry center or half-way housing for federal or state inmates nearing release and does not include any facility licensed as a community care facility by the California State Department of Social Services (SDSS)."

### 2.1.11 Missing Middle Housing

Missing middle housing refers to housing types that fall between single-family detached homes and mid-rise apartment buildings. Some examples of missing middle housing are duplexes, triplexes, fourplexes, courtyard apartments, and bungalow courts. It is typically designed to be about the same scale as a single-family home but allows for multiple units in one structure.

The City of Antioch's Housing Element states that, "The housing stock of Antioch in 2020 was made up of 77.7% single family detached homes, 4.7% single family attached homes, 4.1% multifamily homes with 2 to 4 units, 12.4% multifamily homes with 5 or more units, and 1.1% mobile homes (see Figure 20). In Antioch, the housing type that experienced the most growth between 2010 and 2020 was Single-Family Home: Detached." - Appendix A: Housing Needs Data Report: Antioch



**Figure 20: Housing Type Trends**

Universe: Housing units

Source: California Department of Finance, E-5 series

Increasing the development of missing middle housing could create greater availability of various housing types, providing more options for households at different income levels.

Housing Element Program 2.1.11 requires City Staff to investigate constraints that may be underlying in the City's housing code, and states:

"Review the development standards, including but not limited to height, FAR/density, lot size, parking requirements, and lot coverage to determine if any development standards are a constraint to the development of missing middle housing which refers to a range of multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living. These types provide diverse housing options along a spectrum of affordability, including duplexes, fourplexes, and bungalow courts.

Develop objective design standards for missing middle typologies and consider financial incentives for missing middle housing projects (e.g., property tax abatement, permitting

fee support, waiving public improvement requirements). Incentives could be limited to the Viera area where missing middle housing is envisioned in this Housing Element.”

Staff plans to implement changes citywide to create greater opportunities for missing middle housing, but we are starting with the DTSP area because it already envisions higher density, walkability, and mixed-use development, making it a great starting place for these reforms.

#### Constraints within the Downtown Specific Plan Area

The designation in Antioch’s DTSP Area allows development of mixed-use, community neighborhood commercial, medium density residential, and high-density residential projects and offers varying levels of flexibility for housing development. However, several standards in these districts are limiting the growth of missing middle housing, which includes duplexes, triplexes, fourplexes, and small-scale multifamily developments. Below is a summary of existing constraints. Staff acknowledges that the current densities in certain zones remain limiting for the development of missing middle housing. However, any increases in density or significant changes to zoning regulations cannot be implemented without undergoing environmental review as required by law. While these broader changes are being considered, the immediate focus will be on adjustments that can be made within the existing regulatory framework to promote housing diversity.

#### Existing Constraints:

- **Minimum Land Area per Unit Requirement:** This requirement in the DTSP limits the ability to develop smaller, more affordable housing units that are essential for missing middle housing, by requiring a certain amount of lot square footage for each new housing unit. For example, the DTSP requires a lot provide 3,300 square feet of land area per unit, regardless of the size of the unit.
- **Floor Area Ratio (FAR):** With FARs below 1:0 in some districts, developers are restricted in maximizing building potential, which hampers the creation of denser, yet still neighborhood-scaled developments.

Below is the Development Standards Table for the Downtown Specific Plan Area. Staff have highlighted the areas that will reduce constraints on producing missing middle housing in the DTSP.

**Table 2.2: Development Standards**

TABLE 2.2 Development Standards									
	MU	C-N	C-R	MDR	HDR	I	WF	PB	Notes
MINIMUM LOT SIZE									
Area	5,000 sq. ft.	10,000 sq. ft.	1 acre	3,300 sq. ft. with a Use Permit	5,000 sq. ft.	1 acre	By Use Permit	Minimum area, width, and depth required for new parcels.	
Width	50 ft.	100 ft.	200 ft.	33 ft.	50 ft.	200 ft.			
Depth	100 ft.	100 ft.	500 ft.	100 ft.	100 ft.	500 ft.			
MINIMUM SETBACKS									
Front	0 ft. min. (10 ft. max.)	0 ft.	30 ft.	15'	15'	5 ft.	By Use Permit	Minimum and, maximum setbacks required. Exceptions are per AMC 9-5.601	
Sides (each)	0 ft. min.	0 ft.	15 ft.	5'	5'	5 ft.			
Street side	0 ft. min. (10 ft. max.)	0 ft.	15 ft.	5'	5'	5 ft.			
Rear	0 ft.	0 ft. (20' to res.)	20 ft.	15'	15'	5 ft.			
OTHER STANDARDS									
Maximum height limit	4 stories/45 ft.	3 stories/35 ft.	3 stories/50 ft.	2 stories/30 ft.	2 stories/30 ft.	60 ft.	By Use Permit		
Maximum residential density (dwellings per acre)	28; greater with a Use Permit *18 at 2 <sup>nd</sup> /A St.	16 dwellings per acre	-	12 dwellings per acre	18 dwellings per acre	-			
Minimum land area per unit	1,500 square feet	2,750 square feet	-	3,300 square feet	2,500 square feet	-			
Floor area ratio (FAR)	2.0	1.0	0.4	-	-	-			
Site coverage	1	0.75	0.5	0.6	0.6	0.5			
Parking	No requirement	0-5,000 sq. ft. = no requirement; 5,001+ sq. ft. = 1/1,000 square feet	Per AMC 9-5.1703.1	1 covered space per residential unit.		Per AMC 9-5.1703.1	Parking is required only for new construction/ additions or by Use Permit. Existing buildings are exempt.		

Staff is proposing to remove “minimum land area per unit” and “Floor Area Ratio (FAR).” Minimum land area per unit is a regulation that specifies the smallest amount of land required for each residential dwelling unit on a property.

FAR is a measure of a building’s total floor area in relation to the size of the plot of land it’s built on. For instance, an FAR of 2.0 means the total floor area of the building can be up to twice the area of the plot. Existing setbacks, site coverage, and height requirements within the DTSP development standards allow for predictability in ensuring new buildings and additions will match current scale. FAR is not found in the Antioch Municipal Code, and staff have not found that having FAR in the DTSP has led to additional benefits, rather adding additional regulations beyond what is found in the majority of the city.

These changes are well-aligned with the City’s Housing Element goals which emphasize the need for diverse, affordable, and accessible housing options. By removing restrictive regulations, the City can help encourage development that meets the needs of various household sizes and income levels, while also addressing housing shortages. In Antioch, where a large portion of the housing stock consists of single-family homes, these changes provide the opportunity for additional multi-family options.

### **PLANNING COMMISSION ACTION**

On October 16, 2024, the Antioch Planning Commission held a public hearing regarding the proposed Downtown Specific Plan Updates. There were no comments from the public. The Commission asked staff about the staff report, development standards within the Downtown Specific Plan, and Downtown Specific Plan implementation progress. Upon close of the public hearing, the Antioch Planning Commission voted 6-0, with one Commissioner absent, to recommend City Council approval of the proposed text amendments. The Commissioners recommended the following changes:

1. OP Site B Policy-4: Minor improvements and modifications to the site for continued industrial purposes, are permitted provided that said actions do not result in the demolition and replacement of more than 10,000 square feet or construction of 10,000 square feet or more of new building area, ~~are permitted~~. Any such larger projects are subject to the requirement for a comprehensive development plan.
2. “Assembly” means the congregation of people in a single location for a common purpose such as entertainment, religious practice, therapy, or counseling service, education, fitness or martial art classes, or similar activity. “Minor” includes ~~less~~ up to 30 persons. “Major” includes over 30 persons.

### **ENVIRONMENTAL REVIEW**

The project is exempt under CEQA because an Addendum to the 2003 General Plan Environmental Impact Report (EIR) was adopted on January 23, 2018, for the DTSP. Minor corrections and clarifications to the DTSP would not alter the conclusions of the Addendum. Furthermore, the project is exempt because the Antioch Housing, Environmental Hazards, and Environmental Justice Element EIR evaluated the implementation of Housing Element policies and programs, including missing middle implementation, and the proposed changes implement Housing Element policies and programs.

### **ATTACHMENT**

- A. Resolution to adopt text amendments to the City of Antioch’s Downtown Specific Plan  
Exhibit A: Draft of Downtown Specific Plan Updates

## ATTACHMENT “A”

### RESOLUTION NO. 2024/\*\*

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING TEXT AMENDMENTS TO THE DOWNTOWN SPECIFIC PLAN

**WHEREAS**, the City of Antioch (“City”) is proposing text amendments to the Downtown Specific Plan (DTSP), to enable missing middle housing by updating development standards, correcting errors, and providing greater clarity in certain sections of the text;

**WHEREAS**, the Planning Area boundaries of Downtown Antioch, for the purposes of this Specific Plan, are generally the San Joaquin River to the north, Fulton Shipyard Road to the east, 10th Street to the south, and Auto Center Drive to the west. This area is approximately 1.5 miles wide and 0.5 miles deep, with a total area of 0.75 square miles;

**WHEREAS**, the DTSP was originally adopted on February 13, 2018.

**WHEREAS**, these minor updates will enhance clarity throughout the document, facilitate missing middle housing, and update the land use table to comply with State housing law;

**WHEREAS**, the proposed text amendments would modify the land use table to ensure all uses are up to date and in alphabetical order, remove constraints from the Development Standards Table to enable missing middle housing, and update definitions to align with state law. The City is proposing to remove “minimum land area per unit,” and “Floor Area Ratio,” while clarifying setbacks as well as height requirements in all the designations;

**WHEREAS**, the project is exempt under CEQA because an Addendum to the 2003 General Plan Environmental Impact Report (EIR) was adopted on January 23, 2018 for the DTSP. Minor corrections and clarifications to the DTSP would not alter the conclusions of the Addendum. Furthermore, the project is exempt because the Antioch Housing, Environmental Hazards, and Environmental Justice Elements EIR evaluated the implementation of Housing Element policies and programs, including missing middle implementation, and the proposed changes implement Housing Element policies and programs;

**WHEREAS**, the primary purpose of the Downtown Specific Plan Update is to provide clarity and consistency throughout the DTSP. The update adds specificity to the “Blending of Land Use Designation” and “Opportunity Sites” sections of the DTSP to clarify the potential developments allowed in those particular designations. The proposed changes make the creation of missing middle housing easier and allow the City to offer a greater variety of housing types. The update also includes minor corrections to the Land Use Table to ensure clear, updated definitions of all uses within the table, while aligning with state law;

**WHEREAS**, the Planning Commission held a public hearing on October 16, 2024, considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the propose request;

**WHEREAS**, the Planning Commission recommended that the City Council approve the text Amendments to the Downtown Specific Plan (DTSP), to enable missing middle housing by updating development standards, correcting errors, and providing greater clarity in certain sections of the text:

1. OP Site B Policy-4: Minor improvements and modifications to the site for continued industrial purposes, are permitted provided that said actions do not result in the demolition and replacement of more than 10,000 square feet or construction of 10,000 square feet or more of new building area, ~~are permitted~~. Any such larger projects are subject to the requirement for a comprehensive development plan.
2. “Assembly” means the congregation of people in a single location for a common purpose such as entertainment, religious practice, therapy, or counseling service, education, fitness or martial art classes, or similar activity. “Minor” includes less up to 30 persons. “Major” includes over 30 persons.

**WHEREAS**, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on November 1, 2024 for the public hearing held on November 12, 2024;

**WHEREAS**, on November 12, 2024, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary; and

**WHEREAS**, the City Council considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed text amendments.

**NOW, THEREFORE, BE IT RESOLVED AND DETERMINED**, that the City Council does hereby make the following findings for approval of the Downtown Specific Plan Update per section 9-5.2802(B) of the Antioch Municipal Code:

The public necessity, convenience, and general welfare require such an amendment because the Downtown Specific Plan is a “living document” meant for adjustments, adoptions, and changes to accommodate the community’s evolving needs. The document is used daily, and these text amendments will provide greater clarity and user-friendly experience, which is a necessity and convenience and necessary to the general welfare. A key concern is maintaining compliance with state law while ensuring that those interested in the Downtown Specific Plan view the document as a clear and comprehensive guide. The Downtown Specific Plan is meant to be used as a vital resource for creating a vibrant district with a mix of uses and development opportunities.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Antioch hereby approves the Downtown Specific Plan text amendments, contained within Exhibit A, with the following recommended changes:

1. OP Site B Policy-4: Minor improvements and modifications to the site for continued industrial purposes, are permitted provided that said actions do not result in the demolition and replacement of more than 10,000 square feet or construction of 10,000 square feet or more of new building area, ~~are permitted~~. Any such larger projects are subject to the requirement for a comprehensive development plan.
2. "Assembly" means the congregation of people in a single location for a common purpose such as entertainment, religious practice, therapy or counseling service, education, fitness or martial arts classes, or similar activity. "Minor" includes ~~less~~ up to 30 persons. "Major" includes over 30 persons.

\* \* \* \* \*

**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 12th day of November 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

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

# DOWNTOWN SPECIFIC PLAN

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Adopted February 13, 2018 by City Council Resolution 2135-C-S

# ACKNOWLEDGEMENTS

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## **City of Antioch Councilmembers**

Sean Wright, Mayor  
Lamar Thorpe, Mayor Pro Tem  
Lori Ogorchock, Councilmember  
Monica E. Wilson, Councilmember  
Tony G. Tiscareno, Councilmember

## **Planning Commission Members**

Kerry Motts, Chair  
Janet Zacharatos, Vice Chair  
James Conley  
Martha Parsons  
Sedar Husary  
Al Mason  
Ken Turnage

## **Economic Development Commission**

Keith Archuleta, Chair  
Joseph O. Adebayo  
Rick Fuller  
Robert W. Kilbourne Sr.  
Joshua Young  
Ty Robinson

## **Staff**

Ron Bernal, Interim City Manager  
Forrest Ebbs, Community Dev. Director  
Alexis Morris, Senior Planner  
Lynne Filson, Assistant City Engineer  
Lizeht Zepeda, Economic Development  
Program Manager  
Mitch Oshinsky, Project Manager

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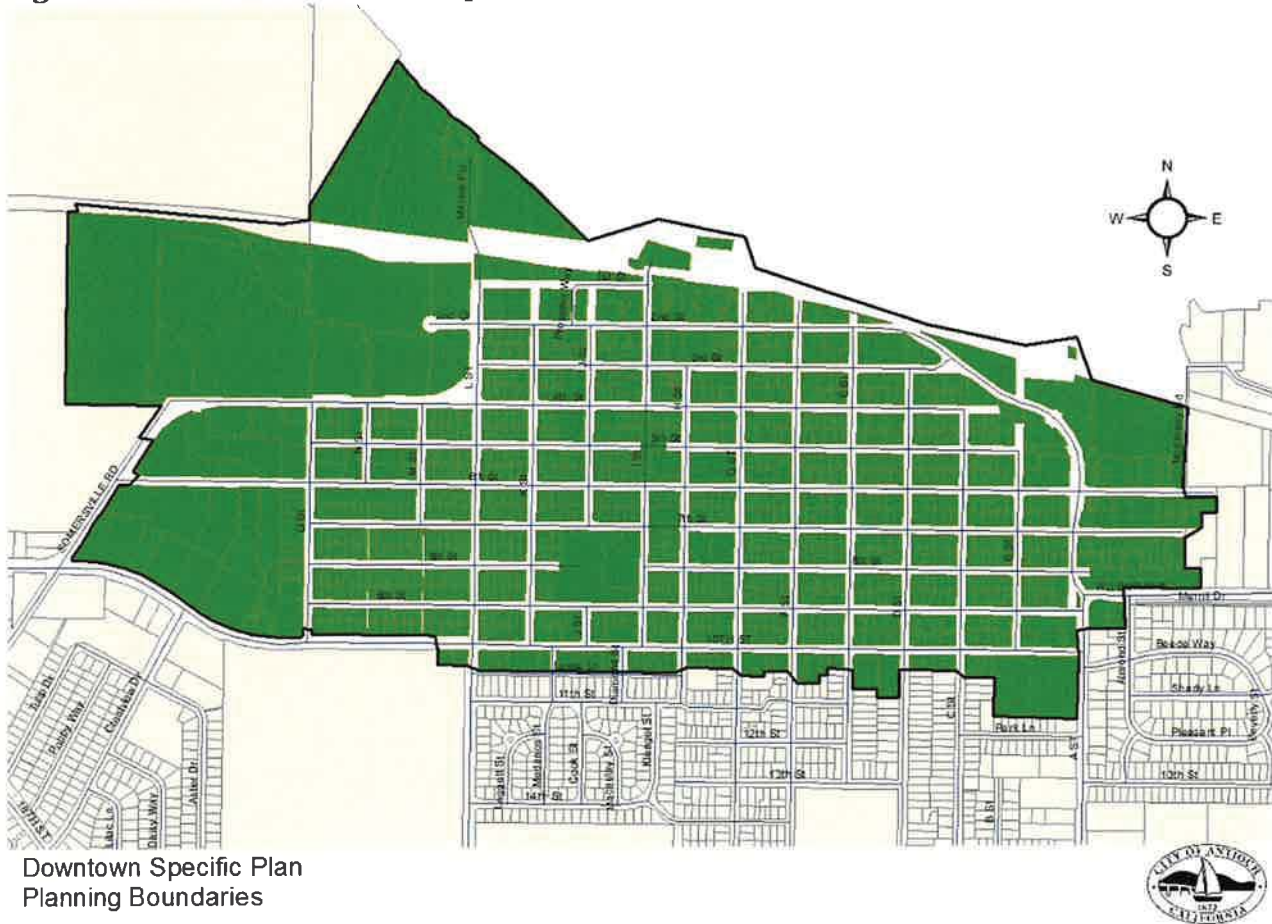
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### *Downtown Antioch*

The Planning Area boundaries of Downtown Antioch, for the purposes of this Specific Plan, are generally the San Joaquin River to the north, Fulton Shipyard Road to the east, 10th Street to the south, and Auto Center Drive to the west. This area is approximately 1.5 miles wide and 0.5 mile deep, with a total area of 0.75 square miles. The Planning Area boundaries generally reflect the traditional grid that was developed during the 19<sup>th</sup> and early 20<sup>th</sup> centuries.

**Figure 1.2 Downtown Antioch Specific Plan Boundary Map**



### History

Originally settled in 1848, Antioch is one of the oldest cities in California. Then known as Marsh's Landing, the area was a notable shipping point for the regional cattle industry. In 1850, Smith's Landing was established to the west of Marsh's Landing, and the town's name was eventually changed to Antioch, after the biblical city.

Following the discovery of coal in 1859, the City of Antioch grew as an important mining and shipping community. This industrial identity continued into the twentieth century with the establishment of steel mills, canneries, and a power plant, all located along the important railroad and river connections. Following World War II, Downtown Antioch's traditional grid rapidly stretched southward to provide housing in support of the growing industrial sector. With the eventual loss of these industries and the construction of State Route 4 as a freeway, the City of Antioch ultimately transitioned into a bedroom community serving the larger cities of

the East Bay. The City of Antioch is now committed to reclaiming its role as a complete full-service community with a lively downtown as its centerpiece.

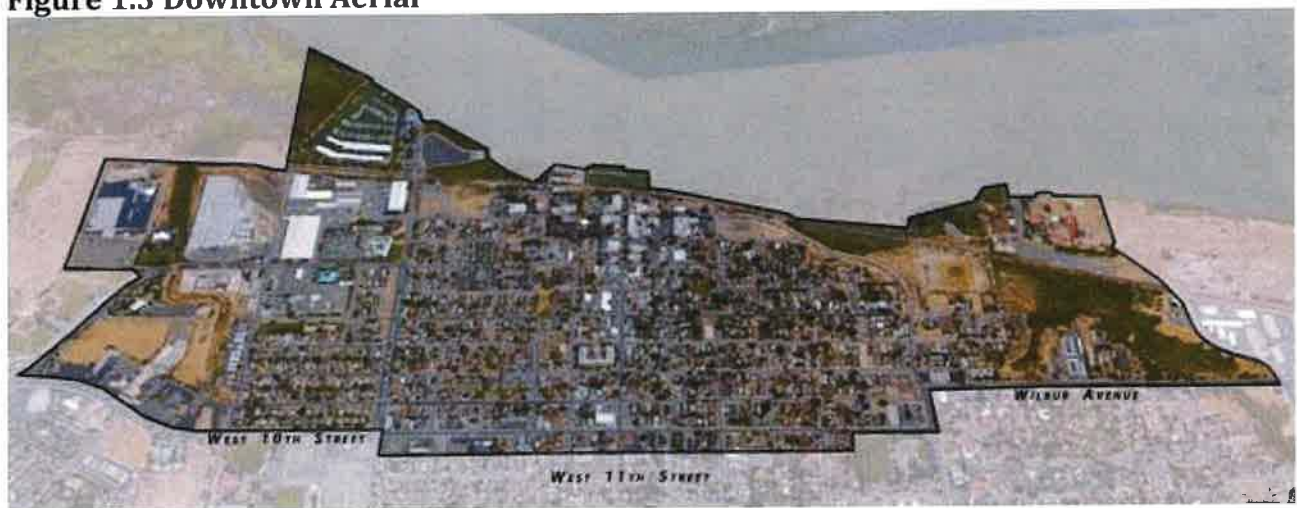
## 1.2 Vision, Guiding Principles, Goals and Policies

### Vision

*Downtown Antioch will be a wonderful place in which to live, work, shop, dine and play. The community will take pride in Downtown as the historic heart of Antioch. Downtown's unique waterfront setting, its historic and culturally rich character, buildings, streetscapes and open spaces will make it a successful, lively, fun and walkable special place that attracts residents and visitors of all ages.*

This chapter discusses elements that help make up a successful Downtown. It begins with the above Vision Statement that forms the basis for the Guiding Principles, Goals, Objectives, Policies and implementation measures included in the Specific Plan and Design Guidelines, that have evolved through the Plan process as a result of public input at study sessions and public meetings, hearings, stakeholder interviews, analysis and findings contained in the Existing Conditions: Opportunities and Constraints report, the Market Analysis, good ideas from other Cities, input from the Planning Commission and Economic Development Commission at study sessions, public input, and direction from the City Council. The sum of this input, establishes an overall direction for the Downtown that is reflected throughout this Specific Plan.

**Figure 1.3 Downtown Aerial**



### Guiding Principles for a Successful Downtown

While the downtown of every city is different, there are basic building blocks that can make it attractive, welcoming and successful. People are first and foremost. Without people willing to spend time there, a downtown lacks life and ambience. The presence of people enlivens a downtown, promote safety, and contribute to the activity level that can make it an inviting, clean place with a unique Community Character.

### Unique Identity

The heart of a community is its downtown, which is a public place that has good accessibility. Its sense of place is defined by the special, memorable qualities there. A downtown’s physical setting and characteristics generally define its identity. The buildings, streets, civic and open spaces reflect its history, the pride it creates, and the care it receives. Attractive streets and sidewalks, and the presence of well preserved historic buildings along with new development establish downtown character. Activities and events also contribute to downtown character. Downtown should be a pleasant, interesting, active place with a variety of fun destinations for visitors of all ages.

### Variety of Uses

A healthy downtown has a diversity of uses that attract people to spend time there. Downtown success hinges on it being a place to live, work, shop and play. Housing is a vital factor in a downtown being safe and active 24/7. Residents and visitors can attract a variety of retail, dining and entertainment uses to a downtown.

### Walkability, Accessibility and Parking

A walkable and accessible downtown allows people to take their time to window shop, go in and out of stores, socialize and exercise. Narrow tree lined streets with adequate sidewalk widths, good lighting and signage, and interesting building facades and shop windows, make for an enjoyable opportunity to stroll. A parking supply that is adequate to serve a downtown, but does not overwhelm it with lots of pavement, will support accessibility to a downtown. Mixed use development can help ensure adequate, but not excessive parking. This is important because most visitors will drive downtown and need to park there in the foreseeable future. An attractive walking environment will get people out of their cars, and keep them moving around downtown on foot for longer periods of time.

### Attractive, Well Designed Environment

The pattern of an attractive, walkable streetscape with a mix of vibrant shops, restaurants, and housing in well maintained historic buildings and high quality new development and open spaces, has made for memorable, successful downtowns in a number of cities. People are drawn to unique, pleasant, attractive downtowns that promote safety and stability in a well maintained environment.

## Goals and Policies

The Downtown Specific Plan is a twenty year plan, and a “living document.” It can change over time as needed to adapt to changes in the economy, market factors, technology, the needs and desires of the community. Over the next ten to twenty years, this Plan seeks to achieve the following Goals, Objectives and Policies:

### **Goal I: Preserve Downtown Antioch’s Unique Character**

**Objective 1.1:** Preserve Downtown Antioch’s special character by insisting on high quality design, landscaping, and protection of health and the environment. New development will complement the eclectic architecture and historic richness of our Downtown, and provide a pleasing and safe experience.

**Policy 1.1.1.** To promote the long-term sustainability of Antioch, this plan recognizes the value of Downtown as a unique place with a rich character. Downtown’s riverfront, historic

and architectural resources and streetscape contribute to an eclectic mix that attracts residents, business and visitors. By preserving and enhancing that character through a commitment to high quality design, this plan lays the groundwork for the long term vitality of Downtown as the historic heart of Antioch.

Policy 1.1.2. Fostering a unique sense of place will help establish the identity of Downtown Antioch in the region, by developing a mixed-use, pedestrian-oriented district, linked to the assets of the San Joaquin Riverfront and Waldie Plaza.

Policy 1.1.3. Noise and vibration from train traffic in Downtown can be significant, especially in areas abutting the tracks. This Plan provides that noise and vibration be evaluated as part of the environmental review of any new development abutting the railroad tracks. Proper site planning, the location of buildings and/or sound barriers, and use of building techniques and elements that control noise and vibration intrusion will help lead to successful high quality development along the Downtown rail corridor.

## **Goal II: Preserve and Enhance Public Spaces**

**Objective 1.2:** Maintain and enhance Downtown public features such as parks, streetscapes and open spaces. Provide access to and re-connect Downtown to the San Joaquin River. Enhance Waldie Plaza and other public areas as potential venues for public events and enjoyment of the River. Encourage development and events that activate public spaces.

Policy 1.2.1. The City is responsible for improvements to public spaces that attract private investment. Public spaces in the Downtown includes streets, alleyways, sidewalks, lighting, landscaping and street furniture such as benches, bike racks, news racks and fountains, as well as the River, promenade Waldie Plaza, City Hall, Community and Senior Centers. The Downtown streetscape provides an existing asset consisting of a well designed and coordinated grid pattern including decorative sidewalks, crosswalks, street lights, landscape planters, street trees, street furniture and street name signs. By preserving and enhancing the streetscape and public places, and providing greater opportunities for community gathering and outdoor dining, the City can help foster the unique quality of Downtown.

Policy 1.2.2. The improvement of Waldie Plaza and other public areas as a public gathering and event space, with attractive shops and seating in which people can view the River, shop, dine, and attend events, will add ambiance and enliven Downtown to attract visitors, and build on the beauty of our Riverfront.

Policy 1.2.3. Maintaining and expanding the number and variety of events at the Nick Rodriquez Community Center, Senior Citizens Center, Waldie Plaza, and other public spaces can help attract greater numbers of visitors and residents to Downtown.

### **Goal III: Preserve Economic Vitality**

**Objective 1.3:** Establish Downtown as a preferred place to live, work and visit. Ensure the future economic stability of Downtown by providing an active daytime workforce in shops, restaurants, offices and studios, and by promoting tourism and the provision of high quality businesses and jobs.

Policy 1.3.1. According to downtown revitalization expert Christopher Leinberger: “Critical mass is created when there is enough activity to occupy a visitor for four to six hours” (The Shape of Downtown, Urban Land magazine (ULI), December, 2004). To attract, retain and enhance the restaurants, shops and entertainment assets of Downtown in the face of existing challenges, successful dining and retail must be attracted to rebuild Antioch’s historic Downtown core as a preferred destination.

Policy 1.3.2. A sense of place has emerged as an important factor in shopping environments across the nation. Downtown Antioch must capitalize on this desire for attractive environments in which people will spend their time and money while enjoying themselves.

Policy 1.3.3. Position Downtown to succeed by utilizing assets such as City land holdings to help leverage and facilitate new residential, commercial and mixed use development.

Policy 1.3.4. Foster building designs that meet current retail operational design requirements, and focus on high wage, high quality jobs as an important factor in economic viability for Downtown. Bringing back first class dining, shopping and housing uses that appeal to entrepreneurial endeavors is crucial to helping Downtown’s economic base become sustainable in the long term. By identifying priority retail markets and attracting establishments that meet special Downtown niches, as well as everyday community shopping needs, the City can promote and strengthen retail diversification.

Policy 1.3.5. The Land Uses allowed by this Plan can help bolster the balance of housing, retail, office, and institutional uses in the Downtown. Such a balance can increase the daytime population so that it supports Downtown businesses by expanding opportunities for visitor serving and office uses to locate Downtown.

Policy 1.3.6. Providing development clarity to encourage investment, incorporating flexible development standards that respond to changing market conditions, Downtown land use and parcel patterns, and streamlining permitting in the Downtown, including more administrative permits, can promote a “business friendly” environment, and reduce the burden on business owners, developers and City staff.

Policy 1.3.7. Tourism-related establishments can help support Downtown’s continued development by distinguishing Antioch as an active and friendly to all ages destination in the heart of the Delta. Highlighting Downtown as the historic center of activity in Antioch, and establishing new businesses and activities can create a regional draw in Downtown. The enhancement of linkages to regional assets such as the San Joaquin River, Prewitt Water Park, Lone Tree Golf Course, County

Fairgrounds, Hillcrest eBART Station and future ferry terminal, can bring Downtown into greater focus as a unique shopping, dining and entertainment center.

Policy 1.3.8. Continue to promote more activities and attractions in Downtown, including more restaurants, entertainment venues, art, cultural, and special events.

Policy 1.3.9. This Plan facilitates opportunities to support entrepreneurial efforts for artisans and crafts persons to produce and/or sell their products in ground floor or above spaces in the Downtown. Their wares could be showcased in conjunction with events in Waldie Plaza, at the El Campanile Theater, and/or other Downtown festivals.

Policy 1.3.10. Although ground floor retail uses make the most sense for long term economic development and pedestrian ambiance in the Downtown core, in the near-term, this Plan allows office uses that can increase occupancies, pedestrian traffic, and patrons for Downtown businesses.

#### **Goal IV: Support a Housing Renaissance**

**Objective 1.4:** Facilitate the provision of high quality, market rate and affordable housing to support the creation of a Downtown Core that is active throughout the day and evening, and to support Downtown businesses. Encourage efficient use of Downtown's land resources by promoting infill development.

Policy 1.4.1. The City has an important role in promoting Downtown housing by establishing policy, helping facilitate projects and, in some cases, by leveraging development.

Policy 1.4.2. Providing high quality market rate and affordable housing in Downtown is a crucial step toward revitalization that can result in a lively Downtown that can sustain around-the-clock activity. The policies and actions in this Plan are intended to stimulate the production of mixed use and residential development to create housing opportunities for new and existing Antioch residents and workers, while being harmonious and compatible with good examples of the existing urban fabric, building strong neighborhoods and strengthening the local economy.

Policy 1.4.3. Achieving residential development in Downtown can be complex and expensive due to multiple factors, including small parcel sizes, multiple ownerships, the difficulty of land assembly, high land costs, physical and environmental constraints and infrastructure costs. The administrative permitting process, development and design standards provided within this Plan are intended to reduce or eliminate regulatory obstacles to development.

Policy 1.4.4. The Plan provides flexibility in design to encourage the construction of housing, while raising the bar on quality and creativity for materials and architecture that are harmonious and compatible with good examples of the existing Downtown built environment.

## **Goal V: Support Mobility**

**Objective 1.5:** Create an integrated multi-modal transportation system that effectively serves the Downtown area. Improve all modes of access to and within Downtown, and provide opportunities for residents, workers, and visitors to walk, bike, drive or access transit (including Amtrak, buses, future ferry service, and links to the Hillcrest eBART station), Downtown.

Policy 1.5.1. A wide range of circulation modes serve Downtown, including cars and trucks, several bus routes, Amtrak, the nearby Hillcrest EBART Station, bike and multi-use trails, and pedestrian sidewalks. Downtown ferry service is planned for the future. While most people will continue to arrive Downtown by car, this Plan encourages people to use alternative modes of transportation, rather than cars, to get to and around Downtown.

Policy 1.5.2. Downtown sidewalks and plazas will continue to be accessible to disabled persons, and accessibility will be improved where appropriate.

Policy 1.5.3. This Plan calls for the City to explore and implement feasible vehicular access and aesthetic improvements to the three main roadways into Downtown (A Street, L Street, and Auto Center Drive), and to work with schools, parents and bicycle clubs on the best ways to improve bike access into and around Downtown and schools between State Route 4 and Downtown.

Policy 1.5.4. With the expected opening of the Hillcrest eBART Station in 2018, commuters and visitors may begin to travel between the Station and Downtown. If that travel pattern materializes, there is the opportunity for the City to study it, and provide feasible means to improve it, if appropriate.

Policy 1.5.5. Downtown traffic is one indicator of economic health. As traffic increases due to the revitalization of Downtown, congestion issues may arise. Increasing roadway capacity to Downtown would be expensive, disruptive, and could harm existing good examples of community character, landscaping and architecture. Rather than widen streets, this Plan encourages the City to consider relaxing traffic level of service (LOS) thresholds into and in Downtown, if needed, to preserve the street environment, and prioritize pedestrian, bike and transit access.

Policy 1.5.6. The existing network of bicycle lanes and multi-use trails in and around Downtown is fragmented. This Plan encourages the City to explore the means to improve such access.

## **Goal VI: “Park Once” Management Strategy**

**Objective 1.6:** Manage the existing ample supply of Downtown parking available in public and private lots, and on streets, in balance with parking demand to accommodate visitor, resident and employee parking needs.

Policy 1.6.1. Providing access to and around Downtown through various transportation options can help avoid traffic congestion, and enhance pedestrian ambience Downtown. However, most people visiting Downtown now and in the foreseeable future, will continue to arrive by car to visit, work, shop, dine or enjoy the Riverfront and Waldie Plaza. While this Plan encourages alternatives to the car, planning for, and provision of adequate parking is important for the success of Downtown.

Policy 1.6.2. While the “Existing Conditions: Opportunities and Constraints” report (February 2015) found that in Downtown, parking may not be a problem currently, that could change depending on future circumstances. Overall, there is currently more than sufficient parking capacity between public and private parking lots and on-street parking to accommodate typical demand, with numerous available spaces during weekday and weekend peak times. Parking is an important component that the City will need to monitor in the future to ensure an adequate, safe supply, as Downtown attracts more visitors, residents and businesses.

Policy 1.6.3. Where possible, reducing parking requirements in areas that have no opportunity to provide parking can encourage new business, transit use and reduce reliance on the private automobile

## **Goal VII: Sustainable Infrastructure**

**Objective 1.7:** Safeguard public health, safety and prosperity by providing and maintaining standards and facilities that enable the community to live and work in balance with the natural environment. Continue to ensure that public services facilitate new development in Downtown.

Policy 1.7.1. The California Government Code requires a specific plan to include text and diagrams that specify: “The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.”

Policy 1.7.2. The availability of adequate sanitary sewer, electrical, water, natural gas and cellular services within the Downtown are a critical factor in the accommodation of new residential and non-residential development, and in attracting new uses within existing buildings. The “Existing Conditions: Opportunities and Constraints” report (February 2015) reviewed the major utility systems in the Downtown. Those findings for existing infrastructure and any future needs are reported in this Plan.

Policy 1.7.3. Promote green leadership in Antioch by expanding Downtown as a green and healthy community with sustainable building and landscape design, sustainable water use and irrigation practices, and reduced energy use. Encourage outdoor and active living with more opportunities for healthy choices including walking and biking, readily available access to transit, housing in close proximity to shopping, dining and workplaces, and access to parks, play spaces and open space for children and families to enjoy.

## 1.3 Planning Context

The Downtown area includes a mix of diverse land uses, with a traditional retail core predominantly along a portion of the riverfront, and along much of 2<sup>nd</sup> Street, that also includes some cross streets, such as G Street. Heading south from the River, the land uses contain a mix of retail, office and residential, with single family homes and some multi-family housing being the dominant land use between 5<sup>th</sup> and 9<sup>th</sup> Streets. The east and west ends of Downtown contain a mix of residential, mixed use, businesses and vacant land.

According to the allowable densities and land use designations in the 2003 General Plan, up to 3,980 residential units, housing an estimated 12,736 residents (based on approximately 3.2 persons per household per the 2010 Census) would be possible in the Downtown. The average allowed residential density under the 2003 General Plan is 12.9 dwelling units per acre.

## 1.4 Relationship to Existing Plans

This Downtown Specific Plan supersedes the 2003 General Plan provisions for Downtown/ Rivertown, replaces the Downtown Zoning Ordinance regulations, and incorporates by reference the City Design Guidelines.

The last comprehensive update of the Antioch General Plan occurred in November 2003. The General Plan contains a long range, comprehensive vision statement, and sets of goals, policies and objectives to guide the future development of the City over a 20 year horizon. The Downtown Specific Plan is consistent with

### **Consistency with General Plan vision, themes, goals, policies and objectives**

- That Downtown be a community gathering place, providing retail, restaurant, entertainment and passive recreation uses along the Riverfront.
- Downtown will be a vibrant, active area, with both daytime and nighttime activities.
- A transit-oriented land use pattern will be established adjacent to the Hillcrest Avenue freeway interchange.
- The River will become the visual centerpiece of the Downtown, featuring a Riverwalk and area for community concerts.
- The Riverwalk will be a part of a pedestrian/Bicycle way running along the River.
- Creating an urban core within Downtown with diverse economic, housing, cultural, and entertainment opportunities.

the General Plan in that its purpose is to achieve many of the provisions of the vision statement, themes, goals, policies and objectives outlined in the General Plan.

## **1.5 Planning Process and Public Participation**

Downtown Antioch is designated by the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) as a Priority Development Area (PDA). This program encourages smart growth linking density appropriate land uses with multi-modal transit resources. In September 2014, with a \$426,857 grant from the Strategic Growth Council under the Sustainable Communities Planning Grant and Incentives Program to fund the project, the City of Antioch initiated the process to develop a Specific Plan for the Downtown Antioch area. The Specific Plan seeks to advance MTC's Transit Oriented Development (TOD) policies and the Sustainable Communities goals to reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits.

The Downtown Specific Plan public participation and planning process evolved from a comprehensive community outreach effort including:

- 25 stakeholder interviews between October 2014 and March 2015 with employers, real estate professionals, service providers, resident group representatives, developers and land owners that helped to shape the Specific Plan Alternatives;
- A project website page launched in Fall 2014;
- Notices and flyers for two community workshops in Fall 2014, and a study session in June 2015 were broadly circulated, including postings, direct mailing, inserts in every water bill in May 2015, and website postings;
- Community Workshop #1 on November 12, 2014 with considerable input from approximately 75 residents and business owners who attended;
- Community Workshop #2, a joint session of the Planning Commission and Economic Development Commission on November 19, 2014 with substantial comments from about 70 people in attendance;
- A Market Analysis and Opportunity & Constraints Report;
- A Downtown placemaking draft conceptual plan and refined concept plan for Waldie Plaza;
- Joint public study session of the City Council, Planning Commission and Economic Development Commission to consider three draft land use alternatives, and public input on June 2, 2015;
- Public meeting of the City Council on June 23, 2015 to review three additional alternatives based on the June 2, 2015 input received from the Council, Commissions and public for a total of six alternatives, plus a visual preference survey of residential density examples, resulting in Council selection of a preferred alternative land use plan and a range of appropriate housing and mixed use densities;

- Planning Commission meeting on April 20, 2016 to review, comment on and receive public comment on a preliminary draft of the Downtown Specific Plan, including the Vision, Guiding Principles, Goals and Policies;
- City Council meeting on August 23, 2016 to review, comment on and garner public input on an administrative draft of the Specific Plan including the final draft Preferred Land Use Map; and
- Planning Commission meeting on September 15, 2016 to review, comment on and gain public input on the administrative draft of the Specific Plan.

The Downtown Specific Plan process was set up to allow the planning team and decision-makers to hear from and learn from City residents, business and property owners, stakeholders, and other community members about their thoughts, desires, needs and values, and to allow the public to provide input throughout the Plan development process.

## 1.6 Related Documents

### Environmental Review

An Addendum to the Environmental Impact Report (EIR) for the City's existing 2003 General Plan that was certified in 2003 is being prepared for this project, pursuant to the California Environmental Quality Act (CEQA). An EIR Addendum is being prepared because the Downtown Specific Plan will not generate any new environmental impacts or substantial changes not analyzed in the General Plan EIR, and will only result in minor technical changes, per CEQA. The Specific Plan will potentially reduce environmental impacts due to a reduction in the ultimate amount of development allowed in the Downtown under the DSP. Policies in the Plan, such as an emphasis on pedestrian orientation, transit use, and "park once," and the increasing use of cleaner burning, more fuel efficient vehicles, such as electric, hybrid and partial zero emissions, provide additional existing and potential benefits for environmental conditions. This Plan does not propose any future development or land disturbance, nor does it require that any land uses be constructed, and the Plan area is only on land that was previously analyzed in the General Plan EIR. In this way, the Plan is "self-mitigating." As with development in general, all future projects proposed as a result of implementation of the Downtown Specific Plan would be required to undergo site-specific environmental review on an individual basis, unless such projects are not considered projects under CEQA, or are exempt from CEQA.

### Background Technical Work

In addition to the community outreach activities for this Plan, analyses of site and market conditions were done. Documents helping form the foundation for the Specific Plan include:

- Market Analysis, October 2014
- Stakeholder Interviews, October 2014 to March 2015
- City of Antioch Project Pipeline, October 2014
- Existing Condition: Opportunities & Constraints, February 2015
- City of Antioch General Plan, Rivertown/Urban Waterfront Planning Focus Area Policies, 2003

## 2.0 Land Use

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### 2.1 Districts, Land Use, and Development Standards

The Downtown Area contains a variety of Land Use Districts with unique histories, building forms, land use compositions and influences. These Districts are identified so that specific approaches to their use/re-use and revitalization can be employed. In the following sections of this Chapter, the characteristics and purpose of each District is discussed, along with its relevant Goals, Objectives, Policies and Programs. At the end of this Chapter, Table 2.1 provides a user friendly matrix showing Allowed Land Uses and Permit Requirements in each District. Table 2.2 shows Development Standards for each District, also in a user friendly matrix format.

#### Mixed Use District (MU)

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##### Introduction

This district contains the early twentieth century buildings that constitute the oldest surviving development in the City of Antioch and its most significant historic resources. The basic form of the MU District is a traditional, grid-form, commercial downtown with a mix of historic one and two-story buildings, contemporary infill buildings, linear parks, and surface parking lots. The functional center of the District is 2<sup>nd</sup> Street, between A Street and L Street, which serves as a linear commercial spine running from east to west. Prominent land uses on 2<sup>nd</sup> Street include Antioch City Hall, El Campanil Theatre, the Nick Rodriguez Community Center, and a number of small restaurants and businesses. The intersection of 2<sup>nd</sup> Street and G Street is the traditional center of the Rivertown Historic District and greater Downtown Antioch. Residential uses are currently infrequent over commercial uses, but are closely present in nearby neighborhoods. The commercial prominence continues on G Street to 5<sup>th</sup> Street, where it transitions into a mixed residential neighborhood.

##### Maximum Floor Area Ratio: 2.0

Maximum Residential Density: 28 units per acre.

##### Major Issues

- Historic Buildings
- Parking Facilities
- Commercial Mix
- Vacant Lots

The purpose of the Mixed Use District is to encourage an ultimate mix of residential, retail, restaurant, public and entertainment uses that serves as a local and regional attraction. The physical form of the Mixed Use District lends itself to a comfortable and enjoyable pedestrian experience.

## Goals, Objectives, Policies, and Programs

**Goal A:** An attractive, walkable environment that preserves and celebrates the history and architecture of the community and the district, serves as a cultural and celebratory centerpiece for the City, encourages new investment in both existing buildings and new construction, and offers a high-quality unique experience to residence and visitors alike.

**Objective 2.1:** A reduction in storefront vacancies and an increase in visitor-serving uses.

Policy 2.1.1: Though the City ultimately envisions predominantly retail, restaurant, and unique visitor-serving land uses, the interim use of ground-floor space for office or other similar uses should be accommodated to reduce the vacancy rate and improve the overall appearance of the District.

Policy 2.1.2: The City does not support the ongoing holding of chronically-vacant and under-maintained buildings.

Policy 2.1.3: The City encourages programs to allow the use of vacant storefronts for temporary displays by business, community, or historical organizations.

Program 2.1.3a: The City will continue to monitor and update the land use and development standards table to ensure that positive contributing land uses are not excluded.

Program 2.1.3b: The City will explore a program to offer short-term incentives for new business to locate in the Mixed Use District. These programs may include a business license fee deferral program where new businesses in the District are allowed to defer City business license fees for the first six months of operation with repayment over the following year.

Program 2.1.3c: The City will strictly enforce building and public nuisance codes for chronically-vacant and under-maintained buildings.

Program 2.1.3d: The City will pursue modification of the development impact fee program to eliminate credit for existing floor area for chronically-vacant or abandoned buildings as a means to encourage the reuse or sale of such properties.

**Objective 2.2:** Improved visual and physical access to the San Joaquin River from public and private locations.

Policy 2.2.1: The City supports the continued use and conversion of riverfront property, including City-owned parking lots, to public-accessible walkways and observation areas.

Policy 2.2.2: The City encourages the expansion and clarification of public access at the Riverview Lodge Restaurant property at the terminus of I Street.

Policy 2.2.3: The City supports new private development projects that provide strong physical or visual connection to the San Joaquin River through balconies, roof-decks, walkways, etc.

Policy 2.2.4: The City discourages the expansion of heavy rail service except for commuter or passenger lines.

Program 2.2.4a: The City will pursue gap closure of a continuous walkway along historic 1<sup>st</sup> Street from E Street to L Street.

**Objective 2.3:** An increase in annual festivals and large community events occurring in the Mixed Use District.

Policy 2.3.1: The City supports the use of public streets, parking lots, and parks for annual festivals and large community events and will provide logistical support, as feasible.

Policy 2.3.2: The City recognizes that its financial contribution to these events occurs entirely through its support of the Antioch Community Foundation. As such, event applicants are expected to pay ordinary application and processing fees.

Program 2.3.2a: The City will create a streamlined application process administered by a single City Department, advertised on the City website, and supported by City staff.

**Objective 2.4:** A continuous high-quality pedestrian experience connecting parking facilities, the inner commercial blocks, and the riverfront.

Policy 2.4.1: The City supports the use of pedestrian-oriented signage, including A-frame signs and displays, when located on private property. As an alternative, the City may support a comprehensive program to allow limited use of public property or right-of-way for signs or displays if such a program did not detract from the overall aesthetic of the District.

Policy 2.4.2: The City supports the use of public property, where feasible, for outdoor dining areas.

Policy 2.4.3: New development and remodels should maximize pedestrian access through visible storefronts and other features that engage pedestrians. Solid, unadorned walls are prohibited.

Program 2.4.3a: The City will work with local business, community, or historical organizations to develop a cohesive pedestrian, bicycle and motorist directional signage program.

Program 2.4.3b: The City will prioritize street tree plantings and replacements, sidewalk improvements, and pedestrian infrastructure maintenance on the areas of highest pedestrian use. The planting of new and replacement street trees should use native, drought tolerant plants with non-invasive roots wherever possible to better ensure viability.

Program 2.4.3c: In the absence of flowing water in the Waldie Plaza water feature, the City will explore alternative decorative uses or treatment of the feature.

Program 2.4.3d: The City will study current trash and recycling service methods to identify and deter unsightly and messy trash collection on public sidewalks. Specifically, the City will explore construction of recycling receptacles for pedestrians and centralized consolidated trash enclosures to simplify collection and eliminate sidewalk impacts.

**Objective 2.5:** The preservation and restoration of historic resources throughout the Rivertown Historic District and Downtown Antioch

Policy 2.5.1: The City encourages the preservation and restoration of all qualifying historic resources.

Policy 2.5.2: Alterations to qualifying historic resources must comply with the United States Secretary of the Interior's Standards for the Treatment of Historic Properties.

Policy 2.5.3: New buildings shall reflect the historic character and traditional architecture of the Rivertown Historic District.

Program 2.5.3a: The City shall prepare and adopt an ordinance specifically addressing the Citywide treatment of historic properties.

## Nearby Commercial District (C-N)

### Introduction

This district includes the commercial areas along 10<sup>th</sup> Street, 6<sup>th</sup> Street, A Street, and other isolated commercial sites. These commercial sites are closely tied to the adjacent residential neighborhoods and have the potential to provide neighborhood-serving uses. Currently, the land use composition of these commercial areas includes automotive sales and repair uses, a former movie theater currently used as a church, and few retail and restaurant uses. In addition, there are several remnant single-family residences interspersed within these commercial corridors.

~~Maximum Floor Area Ratio: 1.0~~

~~Maximum Residential Density: 16 units per acre~~

### Major Issues

- Land Use Compatibility
- Physical Appearance of Buildings
- Lack of Neighborhood Serving Uses
- Vacant Lots

The purpose of the Neighborhood Commercial District is to reclaim these commercial districts as neighborhood-serving uses that directly complement and add value to the adjacent residential neighborhoods.

### Goals, Objectives, Policies, and Programs

**Goal B:** An attractive, walkable, neighborhood-serving commercial district that complements and adds value to the adjacent residential neighborhoods.

**Objective 2.6:** An attractive commercial district that evokes community pride, creates a sense of place, and is enjoyable to its tenants and patrons.

- Policy 2.6.1: The City supports streetscape improvements, including private or non-profit sponsorship of banner programs, seasonal decorations, and similar enhancements.
- Policy 2.6.2: The City supports the permanent improvement of sidewalks, medians, crosswalks and roadway surfaces to improve circulation and pedestrian safety along 10<sup>th</sup> Street and other neighborhood commercial corridors.
- Policy 2.6.3: The City supports the use of pedestrian-oriented signage, including A-frame signs and displays, when located on private property. As an alternative, the City may support a comprehensive program to allow limited use of public property or right-of-way for signs or displays if such a program did not detract from the overall aesthetic of the District.
- Policy 2.6.4: The City supports the use of public property, where feasible, for outdoor dining areas.
- Policy 2.6.5: New development and remodels should maximize pedestrian access through visible storefronts and other features that engage pedestrians. Solid, unadorned walls are prohibited.
- Policy 2.6.6: The City discourages the installation of parking lots at the front of lots, especially on 10<sup>th</sup> Street. As an alternative, parking lots should be installed behind buildings and adjacent to alleys.
- Policy 2.6.7: The City supports the interconnection, where feasible, of adjoining commercial parking lots to improve vehicle movement, limit driveway cuts, and reduce road traffic.
- Objective 2.7:** A mix of commercial uses that provide convenience and add value to adjacent residential neighborhoods.
- Policy 2.7.1: The City encourages neighborhood-serving uses including restaurants, certain retail uses, entertainment venues, personal services, coffee shops, and local small businesses.
- Policy 2.7.2: The City discourages any use or operational conditional that detracts from the quality of life of adjacent residential neighborhoods.
- Policy 2.7.3: The City supports the imposition of Conditions of Approval for approved land uses that limit or eliminate their operational impacts on adjacent residential neighborhoods. The City recognizes that some land uses may not necessarily be accommodated at every site, even if the land use is conditionally permitted in the district.
- Policy 2.7.4: The City supports the conversion or revitalization of single-family residences into commercial uses only when an aggregate land area of 10,000 square feet can be created. The conversion of existing single-family residences on 5,000 square-foot lots into stand-alone commercial uses is generally discouraged.

**Objective 2.8:** A dynamic and engaged business district that cooperatively works with business owners to promote and improve the business climate throughout Downtown Antioch.

Policy 2.8.1: The City supports the creation of a Downtown Business Association, or similar organization, which is solely dedicated to the promotion and improvement of Downtown Antioch.

Program 2.8.1a: The City will participate in a supportive role with any such association upon its formation.

**Objective 2.9:** A gradual phase-out of automotive service and sales uses that are visually incompatible, noisy, potentially hazardous, and do not necessarily provide a neighborhood-serving use.

Policy 2.9.1: The City supports the continuance of automotive uses as legal non-conforming uses, but does not support their expansion.

Program 2.9.1a: The City will strictly enforce Use Permits and similar related ordinances governing current automotive uses.

Policy 2.9.2: The City supports the relocation of automotive uses to more appropriate areas.

Program 2.9.2a: The City will examine opportunities in industrial or heavy commercial areas to provide adequate lands for automotive uses.

**Objective 2.10:** A reduction in storefront vacancies and increase use of chronically-vacant or abandoned buildings.

Policy 2.10.1: The City does not support the ongoing holding of chronically-vacant and under-maintained buildings.

Policy 2.10.2: The City encourages programs to allow the use of vacant storefronts for temporary displays by business, community, or historical organizations.

Program 2.10.2a: The City will pursue modification of the development impact fee program to eliminate credit for existing floor area for chronically-vacant or abandoned buildings as a means to encourage the reuse or sale of such properties.

Program 2.10.2b: The City will prioritize enforcement using the 'broken window' concept to address minor vandalism, graffiti, and similar quality of life and perception issues.

## Downtown Residential Districts (MDR & HDR)

### Introduction

This district includes the traditional residential neighborhoods that surround Downtown Antioch and once served as the City's primary residential area. The residential neighborhood is very eclectic and demonstrates complex and modest architectural styles from the late 19<sup>th</sup> and early 20<sup>th</sup> century, as well as more contemporary residential buildings. The neighborhood is very walkable and



offers direct access to the commercial areas of Downtown Antioch and 10th Street, as well as the Marina and waterfront. The neighborhood is laid out in a traditional grid arrangement and contains interspersed institutional and cultural buildings, churches, lodges, and Prosserville Park. Though most of the neighborhood consists of single-family dwellings, there are also several areas where apartment buildings and higher density housing is available.

Maximum Residential Density:

MDR – 12 units per acre

HDR – 18 units per acre

#### *Major Issues:*

- Preservation of Historic Residential Buildings/Neighborhood Character
- Physical Appearance of Buildings/Property Maintenance
- Areas of Limited Street Lighting
- Cut-Through Traffic
- Lack of Neighborhood Serving Uses
- Compatibility with single-family neighborhoods
- Parking availability
- Bulk and mass of buildings
- Vacant Lots



*Example of 18 units per acre residential density*



*Example of 12 units per acre residential density*

The purpose of the Downtown Residential Districts is to promote policies that will enable further investment into these neighborhoods, strengthen property maintenance, enhance market competitiveness of these neighborhoods, create a viable residential adjunct to Downtown Antioch, and to improve the quality of life for its residents. The Downtown Residential District contains both Medium Density (MDR) and High Density (HDR) designations, which are applied based on existing development, adjacency to commercial areas, and potential for reuse or revitalization. Specific land uses and development standards are applied to each of these designations in Table 2-1 and Table 2-2.

### Goals, Objectives, Policies, and Programs

**Goal C:** A traditional, walkable, neighborhood that offers a residential product that is unique to the City and attractive to reinvestment.

**Objective 2.11:** Maintenance of the traditional single-family visual character of the neighborhood, while encouraging reinvestment.

Policy 2.11.1: New residential buildings and alterations, regardless of density, should reflect a traditional single-family architectural style, including scale, minimized visibility of parking (including garages), traditional porches, etc.

Program 2.11.1a: New residential buildings and alterations will be reviewed by the City to ensure compliance with the Design Guidelines for the Downtown Residential District, in order to address harmony and compatibility with the existing traditional neighborhood and housing styles.

Program 2.11.1b: The City will pursue a formal inventory of street lighting and develop strategies to improve under-lit public areas.

Policy 2.11.2: All modifications to existing buildings within the Downtown Specific Plan boundaries are subject to Design Review. Administrative design review may be used for minor projects, at the discretion of the Community Development Director.

**Objective 2.12:** An improvement in the value of residential properties to encourage owner-occupancy rates more similar to those elsewhere in the City of Antioch.

Policy 2.12.1: The City supports residential development standards that are unique to the Downtown Residential District and complement its traditional development patterns.

Policy 2.12.2: The City encourages re-investment in existing residential buildings through remodels and additions and recognizes that older homes may lack certain modern conveniences expected by many potential owners and that flexible standards to accommodate these elements may be necessary to allow for improvement of these buildings.

Policy 2.12.3: The City is committed to the preservation of qualifying historic structures and acknowledges that much of the value in the Downtown Residential District is largely derived from the continued presence of these buildings. The City will not permit the demolition or inappropriate modification of eligible historic structures.

Program 2.12.3a: The City will develop a contemporary historic preservation ordinance that reflects best practices, encourages preservation and restoration, and

is consistent with applicable State and federal law. Until such ordinance is adopted, the City will apply the Secretary of the Interior's Standards for the Treatment of Historic Properties for all modifications to any structures constructed prior to 1950.

**Objective 2.13:** A reduction in the number of under-maintained or substandard residential properties in this district that may serve as a deterrent to investment in the residential neighborhood or patronage of the commercial districts.

Policy 2.13.1: The City supports the re-establishment of the residential rental inspection program for this neighborhood, on a priority basis, even if infeasible for the remainder of the City.

Policy 2.13.2: Community Development Block Grant (CDBG) funding sources should be prioritized for high-visibility, high-impact purposes in this neighborhood, as available.

Policy 2.13.3: The City supports the formation of an independent residential neighborhood association for the purposes of neighborhood watch, crime reduction, promotion, and coordination of activities to benefit the City.

Policy 2.13.4: The City promotes the abandonment, transfer, or sale of existing City-owned vacant right-of-way parcels, wherever feasible. Similarly, the City encourages other entities owning similar undeveloped parcels to make them available for development to further eliminate blight.

Program 2.13.4a: The City shall make an inventory of existing vacant parcels and develop a strategy for their development, which must include the potential for abandonment, transfer, or sale.

Policy 2.13.5: The City allows the construction of residential units within the MDR or HDR districts on individual lots as small as 33' wide and 100' deep (3,300 square feet), subject to a Use Permit from the Planning Commission.

Policy 2.13.6: The City supports the enforcement of all housing and building codes to the fullest extent permitted by law.

## Commercial - Regional District (C-R)

### Introduction

The Commercial-Regional District is limited to the existing commercial properties adjacent to Auto Center Drive, between 10<sup>th</sup> Street and 4<sup>th</sup> Street. This area currently contains a large commercial recreation (miniature golf, etc.) facility, automotive service uses, a large hotel, boating service/sales uses, a veterinary hospital, and other retail uses. The area once served as a gateway to Antioch as 10<sup>th</sup> Street served as a primary thoroughway. Today, the area largely remains undeveloped, especially, the parcels along 6<sup>th</sup> Street. Since Auto Center Drive and 10<sup>th</sup> Street are both very prominent entries to Downtown Antioch, it is important that these areas contain complementary land uses that make a positive impression.

~~Maximum Floor Area Ratio: 0.40~~

Maximum Residential Density: 16 units per acre

### Major Issues

- Vacant Lots
- Underutilized properties
- Transitional automotive uses
- Antioch Creek corridor
- Mix of land uses

The purpose of the Commercial-Regional District is to create a district that will enable development and/or revitalization or re-occupancy of this area to capture the traffic and visibility from Auto Center Drive and 10<sup>th</sup> Street and to generate sales tax, occupancy taxes, high employment, or similar community benefit.

### Goals, Objectives, Policies, and Programs

**Goal D:** A thriving regional commercial district that complements the adjacent neighborhoods and presents a positive entry feature to Downtown Antioch.

**Objective 2.14:** Strong commercial businesses that will contribute to the local economy directly through sales tax, user taxes, or employment.

Policy 2.14.1: New development must demonstrate direct financial benefit to the City and community through sales tax, user taxes, employment, or similar community benefit.

Policy 2.14.2: Uses that do not provide direct financial benefit to the City or Community are strongly discouraged and should not be approved. Examples of unacceptable, underperforming uses include personal storage facilities, warehousing, parking lots, vehicle storage, or other uses that do not provide a broader community benefit.

Policy 2.14.3: New uses should include automotive sales, retail commercial uses, large office users, light industrial parks, commercial recreation, or similar uses.

Policy 2.14.4: Land uses that are not specifically described in the land use table may be considered if they otherwise achieve the policies of the Downtown Specific Plan.

**Objective 2.15:** New development that is visually attractive and presents a positive image as a gateway to Downtown Antioch.

Policy 2.15.1: New development should provide enhanced landscaping along Auto Center Drive, 10<sup>th</sup> Street, and W. 6<sup>th</sup> Street.

Program 2.15.1a: For development of any site over 10,000 square feet along W. 6<sup>th</sup> Street, a comprehensive street and site design must be submitted to demonstrate a comprehensive design of landscape, building setbacks for all sites along W. 6<sup>th</sup> Street.

Policy 2.15.2: Parcels should not be subdivided to below 20,000 square feet to avoid awkward sites, flag lots, and similar undesirable elements.

Policy 2.15.3: Direct vehicle access from Auto Center Drive is discouraged and should be minimized. A maximum of one vehicle access may be permitted for each parcel along Auto Center Drive. Should further subdivision occur, the new lots must take access from W. 6<sup>th</sup> Street or 10<sup>th</sup> Street.

Policy 2.15.4: New buildings should demonstrate a high-quality, campus-like appearance.

Policy 2.15.5: If parking lots are located along Auto Center Drive, they must be separated from the public right-of-way by a landscaping border of at least 15'.

## Waterfront (WF)

### Introduction

The Waterfront District contains the Antioch Marina, the adjacent parking lot, the Riverview Lodge property, and the surrounding undeveloped riparian areas. The site includes the City of Antioch's Marina office as well as supporting commercial uses, including the prominent restaurant site. This District serves as a local and regional attraction and is integral to the future success of Downtown Antioch because it brings residents and other visitors to the heart of Downtown Antioch.



### Major Issues

- Commercial businesses
- Parking lot patrol
- Railroad tracks
- Wayfinding and signage
- Underutilized properties

The purpose of the Waterfront District is to create a district that capitalizes on the City of Antioch's unique waterfront access and promotes the recreational opportunities associated with direct use of the San Joaquin River through the Marina facility.

## Goals, Objectives, Policies, and Programs

**Goal E:** A popular, safe and attractive waterfront recreational facility that serves the community and attracts visitors.

**Objective 2.16:** A diverse array of commercial uses that complement the waterfront and are attractive to the general population.

Policy 2.16.1: The City supports the continued use of the restaurant building at the Antioch Marina for a high-quality restaurant that will attract visitors beyond the immediate area.

Policy 2.16.2: Other uses of the adjacent building should be relevant to, or dependent on, the waterfront, such as bait and tackle shops, marine supply shops, or similar uses that relate to the waterfront or marine recreation. Other uses that are not reliant on or relevant to the waterfront are discouraged.

Policy 2.16.3: The City encourages additional commercial activities or business opportunities that will attract additional visitors. This may include construction of new buildings.  
Program 2.16.3a: The City will investigate the feasibility of additional building pads within the Marina area.

Policy 2.16.4: The Riverview Lodge building should remain as a restaurant use. The City is supportive of renovation or reconstruction of the building to ensure that it remains a viable attraction.

**Objective 2.17:** Open public access to the waterfront for boating, fishing, observation, or other waterfront-dependent activities.

Policy 2.17.1: The City supports retention of the fishing piers for general public use and for organized derbies or similar activities.

Policy 2.17.2: The City encourages use of the waterfront facilities for visiting historic ships and similar attractions.

**Objective 2.18:** A safe and clean environment that preserves the natural and scenic resources of the waterfront.

Policy 2.18.1: The City discourages use of the Marina parking lot for purposes other than accessing the waterfront.

Policy 2.18.2: The City promotes exclusive use of the developed path system to ensure that adjacent natural areas are preserved.  
Program 2.18.2a: The City will conduct a general site security and access study to examine ways to discourage behavior or trespass that is detrimental to the visitor experience or the natural environment.

Policy 2.18.3: The City encourages extension of the park designation from Waldie Plaza through the park at the southwest corner of the Marina property to ensure consistent maintenance and management.

## Opportunity Sites (OP)

### Introduction

Within the boundaries of the Downtown Antioch Specific Plan, there are three large parcels whose revitalization would have a major impact on the Downtown Antioch. Because of the unique potential for these properties and the significance of their revitalization, they have been identified as Opportunity Sites. In lieu of traditional prescriptive land use and development standards, they are governed by a series of general policies that guide their future reuse. In addition, each of these sites would be required to submit a comprehensive revitalization plan prior to any new development on the site. The comprehensive plan would provide a big picture of the land uses and development schedule for the site.

As two of these sites currently have active businesses, there are also unique provisions for retention of these uses and even replacement with similar land uses to ensure that the buildings do not become vacant, which may lead to further complications.

### Opportunity Site A

This site most recently contains Bond Manufacturing, which operates a light manufacturing facility on the 17-acre site. Due to the quality of its existing industrial buildings and infrastructure on the site, it is envisioned to house additional industrial users before any eventual revitalization. However, if proposed for revitalization, the site would offer a very unique opportunity due to its size. The site is limited by access, with only one modest entry from Auto Center Drive/W. 4<sup>th</sup> Street, so its development potential is limited. Further, it is isolated from adjacent development by Antioch Creek, the Dow Wetlands property, and the historic Antioch History Museum building. The following policies apply to Opportunity Site A.

OP Site A Policy-1: The property may be continued to be used for industrial purposes indefinitely, consistent with the zoning regulations currently assigned to the M-1 Light Industrial District, as may be amended.

OP Site A Policy-2: Both the development standards and land use regulations of the M-1 Light Industrial District shall apply. Should the M-1 Light Industrial District be eliminated, the site shall be subject to the comparable provisions of a replacement light industrial district.

OP Site A Policy-3: Future revitalization of the site should be comprehensive in nature. To that effect, a comprehensive development plan that takes into account the entire site is required for any land use or revitalization ~~that is not consistent with the M-1 Light Industrial District regulations~~. Such a comprehensive development plan shall be subject to review and approval through the Planned Development (PD) process through the Planning Commission and City Council appropriate Design Review, Use Permit, and Rezoning or Specific Plan Amendment to a new designation process depending on the project proposed.

OP Site A Policy-4: Future revitalization should contribute to the vitality of Downtown Antioch and may include residential uses, such as a large apartment or

condominium complex offering river and wetlands views. Ownership units are encouraged.

OP Site A Policy-5: Any future revitalization must be sensitive to the adjacent wetlands and appropriate for the limited roadway access available.

### Opportunity Site B

This 37-acre site contains a series of industrial buildings that are currently being used for RV storage and other miscellaneous uses. This is the site of a former major manufacturing facility and the smoke stack still stands. The site is directly adjacent to the Antioch Police Department and maintains frontages on W. 4<sup>th</sup> Street, L Street, N Street, O Street, and W. 2<sup>nd</sup> Street. The following policies apply to Opportunity Site B.

OP Site B Policy-1: The property may be continued to be used for industrial purposes indefinitely, consistent with the all zoning regulations currently assigned to the M-1 Light Industrial District. This district is described as follows:

- a. This district allows light industrial uses and excludes those heavy industrial uses with potentially hazardous or negative effects. Uses include the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials typically within an enclosed building.

OP Site B Policy-2: Both the development standards and land uses regulations of the M-1 Light Industrial District shall apply, in general. Should the M-1 Light Industrial District be eliminated, the site shall be subject to the comparable provisions of a replacement light industrial district.

OP Site B Policy-3: Future revitalization of the site should be comprehensive in nature. To that effect, a comprehensive development plan that takes into account the entire site is required for any land use or revitalization ~~that is not consistent with the M-1 Light Industrial District regulations~~. Such a comprehensive development plan shall be subject to review and approval through the appropriate Design Review, Use Permit, and Rezoning or Specific Plan Amendment to a new designation process depending on the project proposed ~~Planned Development (PD) process through the Planning Commission and City Council~~.

OP Site B Policy-4: Minor improvements and modifications to the site for continued industrial purposes, provided that said actions do not result in the demolition and replacement of more than 10,000 square feet or construction of 10,000 square feet or more of new building area, are permitted. Any such larger projects are subject to the requirement for a comprehensive development plan.

OP Site B Policy-5: Future revitalization should contribute to the vitality of Downtown Antioch and may include the following:

- a. A mixed use village, containing a variety of residential and commercial/service uses.
- b. A large residential complex offering river views, Marina access, and high-quality on-site amenities.
- c. A large office complex providing employment at a rate comparable to business parks.

OP Site B Policy-6: To improve circulation, a connection between 2<sup>nd</sup> St. and O St. should be explored.

## Opportunity Site C

This 10.5-acre site is the home of the former Hickmott Cannery and is currently vacant. The site is bisected by railroad tracks and access is to 6<sup>th</sup> Street and McElheny Road. Due to the historic use of the site for industrial purposes, there may be issues related to soils contamination that would need to be fully addressed prior to development. These issues may even dictate the level of development appropriate for the site. This site, has nearly unobstructed views of the San Joaquin River and is ideal for a major anchor project. The following policies apply to Opportunity Site C.

- OP Site C Policy 1: The property is not currently in use and any new development or land use requires a comprehensive development plan and rezoning or Specific Plan Amendment to a new designation.
- OP Site C Policy 2: The reuse of the property should provide a strong anchor to the east side of Downtown Antioch.
- OP Site C Policy 3: Future revitalization should contribute to the vitality of Downtown Antioch and may include the following:
  - a. A mixed use village, containing a variety of residential and commercial/service uses.
  - b. A large residential complex offering river views, Downtown access, and high-quality on-site amenities.
  - c. A large office complex providing employment at a rate comparable to business parks.
  - d. A large open space or park complex.
- OP Site C Policy 4: The existing houses on E. 6<sup>th</sup> Street must be incorporated into any future development plan.
- OP Site C Policy 5: With revitalization of the site, McElheny Road should be examined for its potential to provide a pedestrian/cycle connection to the waterfront on Fulton Shipyard Road.
- OP Site C Policy 6: Direct linkages to the existing enhanced sidewalk on A Street should be provided throughout the project.
- OP Site C Policy 7: The project should capitalize on the views of the waterfront and the San Joaquin River.
- OP Site C Policy 8: New development should include historical monuments or interpretation of the site's history as a cannery.
- OP Site C Policy 9: Architectural styles may reflect the industrial traditions of the site.

## Blending Land Use Designation

The Land Use Map contains multiple instances of blended land use designations, where two land use designations are shown for a single parcel. These parcels are identified with hashmarks denoting the two applicable land use designations. In these cases, it is the intent of the Downtown Specific Plan to allow for the continuation of the existing land uses under a corresponding land use designation, while also recognizing that the site may ultimately be reused for a different purpose. Different standards apply to the MDR/C-N land uses than to the other blending districts.

~~For example, T~~he MDR/C-N blending district combines the Medium Density Residential with the Neighborhood Commercial District. This blending allows for the continuation of the current low-density, single-family residential uses under the MDR District, but would allow for the entire site to be reused as a neighborhood commercial site under the C-N District designation. In order to be reused for neighborhood commercial purposes, the site would have to meet all of the development standards for the C-N District, including the 10,000 square-foot minimum lot size and all parking requirements. As most residential lots are 5,000 square feet in size, conversion to commercial use would require the accumulation of multiple sites. This would deliver more reasonable, comprehensive conversions and well-functioning commercial sites and would avoid the piecemeal conversion of individual 5,000 square-foot lots to commercial use, which is not generally beneficial to a community. In some instances, the lots might be combined with adjacent commercial sites to the rear, such as along 10<sup>th</sup> Street.



In short, the blending land use designation approach allows for the continuation of existing land uses in a neighborhood, but allows for a large-scale conversion to a different land use in the future. This approach also avoids many of the pitfalls associated with traditional legal nonconforming designations, which have become deterrents to lenders in a more conservative banking environment. This blending approach will hopefully allow for increased lending and investment in these communities, while providing responsible and detailed direction.

In the I/C-R and MDR/HDR blending districts, a land use in either designation within the blending district may be permitted at an existing site. For example, an existing building within the I/C-R designation may be occupied by either a land use in the I or C-R designation. If the site were to be redeveloped, the same requirements as the MDR/C-N blending district redevelopment shall apply, meaning that in order to be redeveloped as a different designation than the current land use (for example, redevelop the site from a commercial land use to an industrial one), the site would have to meet all of the development standards of the new land use designation (for example, the I designation development standards) in order to be redeveloped.

## Public Buildings (PB)

Public Buildings are located throughout Downtown Antioch, including City Hall, the Antioch Police Department, the Public Works Corporation Yard, the Antioch Senior Center and the Nick Rodriguez Community Center. In addition, the Antioch Historical Society maintains a museum and history center at 1500 W. 4th Street. Each of these buildings is intended to remain in its current use and, because of their unique nature, any major changes would be subject to a comprehensive review through the Use Permit process.

## 2.2 Land Use Review and Approval Process

In order to ensure that the provisions of this Downtown Specific Plan are met, all new development or alterations to properties within the Downtown Specific Plan Area are subject to review and approval by the Community Development Department. To minimize delay and encourage reinvestment, the following processes shall apply:

**~~Administrative Review~~Design Review:** Proponents of new development or alterations to properties within the Downtown Specific Plan area shall be required to submit a Design Review application for review and approval prior to submittal for building permits.~~submit such plans to the Planning Division prior to submittal for building permits.~~ As outlined in the Antioch Municipal Code, Planning Division staff will review the plans ~~and identify discrepancies, if any, between the submitted plan and for compliance with~~ the policies or development standards contained in the Downtown Specific Plan, ~~or other applicable design guidelines~~the Antioch Municipal Code, and the Citywide Design Guidelines. ~~Minor design review applications may be approved administratively by the Zoning Administrator.~~ As determined by the Community Development Director, minor design review applications may include: signage, projects that comply with the Citywide Design Guidelines, or landscape and ancillary features such as fountains or walls. The Community Development Director may determine that the totality of circumstances require a design review application to be considered by the Planning Commission. The plans will then be returned to the component for revision, if necessary, or submittal for building permits if no revisions are required. The plans will not be accepted by the Building Safety and Inspection Division until ~~deemed compliant with the Downtown Specific Plan by the Planning Division~~Design Review approval has been obtained. This process applies to all projects in the Downtown Specific Plan Area ~~unless a greater process is otherwise required.~~ A fee may be collected for this process, consistent with the Master Fee Schedule.

**Use Permits, Variances, and Appeals:** The process for Use Permits, including Administrative Use Permits and Home Occupation Use Permits, Variances, Appeals, and other development review processes shall follow the procedures established in the Antioch Municipal Code (Title 9), including all requirements for public noticing, findings, and hearing procedures. The applicable existing Citywide fees may be collected for these processes.

**Green Infrastructure:** As a requirement in all Specific Plan updates and in compliance with the City's NPDES permit's C.3 provision, private Green Infrastructure facilities shall be built as a result of the development of parcels. Green Infrastructure is intended to improve storm water quality, reduce flood risk, and provide other environmental and health benefits to the City of Antioch. In addition, as part of the Design Review process and related street frontage improvements, the City of Antioch shall identify and pursue opportunities for Green Infrastructure on private and public property.

**Table 2.1 Allowable Uses and Permit Requirement**

TABLE 2.1 Allowed Uses and Permit Requirements		A	Allowed Use							
		UP	Use Permit Required							
		AUP	Administrative Use Permit Required				HOUP	Home Occupation Use Permit Required		
		—	Use Not Allowed				All application processes are per Antioch Municipal Code			
LAND USE	PERMIT REQUIRED BYDISTRICT								Specific Use Regulations	
	MU	C-N	C-R	MDR	HDR	I	WF	OS/PB		
AGRICULTURE AND OPEN SPACE										
RESIDENTIAL USES										
Accessory dwelling unit	A	A	A	A	A	—	—	—	9-5.3805	
Accessory residential uses and structures	A	A	—	A	A	—	—	—		
Boarding and rooming house	UP	UP	UP	—	UP	—	—	—		
Caretaker quarters	UP	UP	—	—	—	AUP	UP	—		
Duplex	A	A	—	A	A	—	—	—		
Emergency shelters	—	—	—	—	—	UP	—	—	9-5.3839	
Guest House	A	A	—	A	A	A	—	—		
Home occupations	HOUP	HOUP	—	HOUP	HOUP	—	—	—	9-5.901	
Live/work facilities	AUP	AUP	—	—	—	AUP	—	—		
Low Barrier Navigation Center	A	—	A	—	—					
Mixed Use Projects	AUP	—	UP	—	—	—	—	—		
Mobile home park	—	—	—	—	—	—	UP	—		
Multi-family dwellings (3 or more units)	A	—	UP	—	A	—	—	—		
Emergency shelters	—	—	—	—	—	UP	—	—	9-5.3839	
Secondary dwelling unitsAccessory Dwelling	A	A	—A	A	A	—	—	—	9-5.3805	
Single family dwellings	A	A	—	A	A	—	—	—		
Transitional and Supportive Housing	—	—	—	—	UP	UP	—	—		
Two family dwellings (Duplex)	A	A	—	A	A	—	—	—		
Supportive Housing	A	A	:	A	A	UP	:	:	Per State Law	
Transitional Housing	A	A	A	A	A	UP	:	:	Per State Law	
RETAIL TRADE										
Accessory retail uses	A	A	A	—	—	A	—	—		
Adult entertainment business	—	—	—	—	—	—	—	—	9-5.3808	
Alcoholic beverage sales, off-salesite	UP *	UP *	UP	—	—	—	UP	—	9-5.3831* 500' separation required between outlets	
Animal sales and grooming	AUP	AUP	AUP	—	—	—	—	—		
Art, antique, collectible, and gift stores	A	A	A	—	—	—	—	—		
Auto parts sales	A	A	A	—	—	AUP	—	—		
Auto sales and rental	—	—	UP	—	—	UP	—	—		

TABLE 2.1 Allowed Uses and Permit Requirements		A	Allowed Use							
		UP	Use Permit Required							
		AUP	Administrative Use Permit Required				HOUP	Home Occupation Use Permit Required		
		—	Use Not Allowed				All application processes are per Antioch Municipal Code			
LAND USE	PERMIT REQUIRED BYDISTRICT								Specific Use Regulations	
	MU	C-N	C-R	MDR	HDR	I	WF	OS/PB		
Bar	UP	—	—	—	—	—	—	—		
Brewpub	AUP	AUP	AUP	—	—	AUP	AUP	—		
Building material stores	A	A	A	—	—	A	—	—		
Construction/heavy equipment sales and rental	—	—	UP	—	—	AUP	—	—		
Convenience stores	UP	UP	UP	—	—	UP	—	—		
Drive-in and drive-through sales and services	—	UP	UP	—	—	—	—	—		
Firearms sales	UP	—	UP	—	—	UP	—	—		
Furniture, furnishings & appliancestores	A	A	A	—	—	AUP	—	—		
Gas stations	—	—	UP	—	—	UP	UP	—	9-5.3815	
General retail	A	A	A	—	—	—	—AUP	—		
Grocery stores	A	A	A	—	—	—	—	—		
Mobile home and RV sales	—	—	—	—	—	UP	—	—		
Night clubs <del>and bars</del>	UP	—	—	—	—	—	—	—		
Outdoor retail sales, temporary	AUP	AUP	AUP	—	—	AUP	AUP	—		
Pawn Shops	UP	UP	UP	—	—	—	—	—		
Plant nurseries and garden supplystores	—	A	A	—	—	A	—	—		
Restaurants	A	A	A	—	—	AUP	UPA	—		
Tobacco Retailer	—	—	—	—	—	—	—	—	9-5.3843	
Warehouse retail	—	—	—	—	—	AUP	—	—		
SERVICES – BUSINESS, FINANCIAL, PROFESSIONAL										
Automated teller machines (ATMs)	A	A	A	—	—	A	A	—		
Banks and financial services	A	A	A	—	—	A	—	—		
Business support services	A	A	A	—	—	A	—	—		
Medical services - clinics, offices, and -labs	A	A	A	—	—	A	—	—		
Medical services - extended care	—	—	A	—	—	—	—	—		
Medical – hospitals	—	—	—	—	—	—	—	—		
Offices	A	A	A	—	—	A	A	A		
Professional Services	A	A	A	—	—	A	—	—		
SERVICES										
Assembly - Major (over 30)	UP	UP	UP	UP	UP	UP	—	UP		
Assembly - Minor (30 or fewer)	A	A	A	AUP	AUP	AUP	—	UP		
Auto repair and maintenance ( <u>minor and major</u> )	—	—	UP	—	—	UP	—	—		
Bed and breakfast inns (B&Bs)	UP	UP	—	UP	UP	—	—	—		
Boat repair and maintenance	—	—	UP	—	—	UP	UP	—		
Car wash	—	—	UP	—	—	UP	—	—		
<u>Clubs, lodges, &amp; membership halls</u> Residential	UPA	UPA	UP—	UPA	UPA	UP—	—	—		
<u>Community centers</u> Residential care facility (7 or	A—	A—	A—	AAUP	AAUP	A—	A—	A—	9-5.3840	

TABLE 2.1 Allowed Uses and Permit Requirements	Allowed Use								
	UP								
	AUP								
	—								
LAND USE	PERMIT REQUIRED BY DISTRICT								Specific Use Regulations
	MU	C-N	C-R	MDR	HDR	I	WF	OS/PB	
Small Family day care home (up to 8)	A	A	—	A	A	—	—	—	9-5.3817
Large family day care home (9 to 14)	—A	—A	—	AUPA	AUPA	—	—	—	9-5.3818
Day-care center	AUP	AUP	UP	UP	UP	—	—	UP	
Computer gaming and internet access business	—	—	—	—	—	UP	—	—	
Contractor storage yard	—	—	—	—	—	AUP	—	—	
Family daycare home, small (up to 8)	A	A	—	A	A	—	—	—	9-5.3817
Family daycare home, large (9 to 14)	A	A	—	A	A	—	—	—	9-5.3818
Furniture repair and upholstery shops	AUP	AUP	AUP	—	—	AUP	—	—	
Health/fitness facilities	AUP	AUP	AUP	—	—	AUP	—	—	
Hotels and motels	UP	—	AUP	—	—	—	—	—	
Indoor amusement/entertainment facilities	AUP	AUP	AUP	—	—	AUP	—	—	Bingo: 9-5.3844
Mortuaries & funeral homes	AUP	—	AUP	—	—	A	—	—	
Outdoor recreation facilities	A	A	A	—	—	AUP	A	UP	
Personal services	A	A	A	—	—	A	—	—	
Pharmacies	A	A	A	—	—	—	—	—	
Recreational vehicle park	—	—	—	—	—	—	UP	UP	
Residential care facility (6 or fewer)	A	A	—	A	A	—	—	—	
Residential care facility (7 or more)	—	—	—	AUP	AUP	—	—	—	9-5.3840
Research and development	A	A	A	—	—	A	—	—	
Storage – indoor	—	—	UP	—	—	UP	—	—	
Storage – outdoor	—	—	UP	—	—	UP	—	—	
Studios for art, dance, music, photography, etc.	A	A	A	—	—	—	AUP	—	
Veterinary clinics, outpatient treatment only	AUP	AUP	AUP	—	—	A	—	—	
Veterinary clinics, animal hospitals, kennels	—	—	UP	—	—	AUP	—	—	
INDUSTRIAL, MANUFACTURING & PROCESSING, WHOLESALING									
Accessory uses – industrial	—	—	—	—	—	AUP	—	—	
Auto dismantling yard	—	—	—	—	—	UP	—	—	
Crop Production	—	—	—	—	—	AUP	—	—	
Electronics equipment manufacturing	—	—	—	—	—	UP	—	—	
Food and beverage product manufacturing	—	—	UP	—	—	UP	—	—	
Furniture/fixtures manufacturing, cabinet shops	—	—	UP	—	—	UP	—	—	
Handcraft industries, small-scale manufacturing	AUP	AUP	AUP	—	—	A	—	—	
Industrial manufacturing – light	—	—	—	—	—	A	—	—	
Industrial manufacturing - heavy	—	—	—	—	—	—	—	—	
Junkyard	—	—	—	—	—	—	—	—	
Laundries and dry cleaning plants	—	—	—	—	—	AUP	—	—	
Metal products fabrication, machine/welding	—	—	—	—	—	A	—	—	

TABLE 2.1 Allowed Uses and Permit Requirements	A		Allowed Use						
	UP		Use Permit Required						
	AUP		Administrative Use Permit Required				HOUP	Home Occupation Use Permit Required	
	—		Use Not Allowed				All application processes are per Antioch Municipal Code		
LAND USE	PERMIT REQUIRED BYDISTRICT								Specific Use Regulations
	MU	C-N	C-R	MDR	HDR	I	WF	OS/PB	
Industrial manufacturing — light	—	—	—	—	—	A	—	—	
Industrial manufacturing — heavy	—	—	—	—	—	—	—	—	
Microbrewery	AUP	—	AUP	—	—	AUP	AUP	—	
Printing and publishing	—	—	—	—	—	UP	—	—	
Quarry materials storage and processing	—	—	—	—	—	—	—	—	
Recycling - reverse vending machines	—	AUP	AUP	—	—	AUP	—	—	9-5.3811
Recycling - small collection facility	—	—	UP	—	—	AUP	—	—	9-5.3812
Recycling - large collection facility	—	—	—	—	—	UP	—	—	9-5.3813
Recycling – scrap and dismantling yard	—	—	—	—	—	UP	—	—	
Warehouses, wholesaling and distribution	—	—	—	—	—	A	—	—	
TRANSPORTATION, COMMUNICATIONS & INFRASTRUCTURE USES									
Cemetery	—	—	—	—	—	—	—	UP	
Ferry Terminal	UP	—	—	—	—	—	UP	—	
Libraries and museums	A	A	A	A	A	A	—	A	
Marina	UP	—	—	—	—	—	UP	—	
Parking facilities	UP	UP	UP	—	—	UP	UP	UP	
Parks and playgrounds	A	A	A	A	A	A	A	A	
Public safety facilities	A	A	A	A	A	A	A	A	
Public utility facility	UP	UP	UP	UP	UP	UP	UP	UP	
Telecommunications facilities	In compliance with Wireless Telecommunications Policy								
Truck and freight terminals	—	—	—	—	—	UP	—	—	
Vehicle storage	—	—	—	—	—	UP	—	—	
SUBDIVISION AND RESIDENTIAL									
Small lot subdivision — less than 5,000-sf	—	—	—	UP	—	—	—	—	
Res. density - greater than 28 units per acre	UP	—	—	—	—	—	—	—	

Note: ~~the~~The Specific Use Regulations column in the above table refers to relevant sections within the Antioch Municipal Code, Title 9: Planning and Zoning; Chapter 5: Zoning

**Table 2.2: Development Standards**

TABLE 2.2										
Development Standards		MU	C-N	C-R	MDR	HDR	I	WF	PB	Notes
MINIMUM LOT SIZE										
Area	5,000 sq. ft.	10,000 sq. ft.	1 acre	3,300 sq. ft. <del>with a Use Permit</del>	5,000 sq. ft.	1 acre	<del>6,500 sq. ft. By Use Permit</del>	<del>5,000 sq. ft.</del>	Minimum area, width, and depth required for new parcels.	
Width	50 ft.	100 ft.	200 ft.	33 ft.	50 ft.	200 ft.	<del>65 ft.</del>	<del>50 ft.</del>		
Depth	100 ft.	100 ft.	500 ft.	100 ft.	100 ft.	500 ft.	<del>100 ft.</del>	<del>100 ft.</del>		
MINIMUM SETBACKS										
Front	0 ft. min. (10 ft. max.)	0 ft.	30 ft.	<del>15 ft.</del>	<del>15 ft.</del>	5 ft.	<del>0 ft. By Use Permit</del>	<del>0 ft.</del>	Minimum and, maximum setbacks required. Exceptions are per AMC 9-5.8601	
Sides (each)	0 ft. min.	0 ft.	15 ft.	<del>5 ft.</del>	<del>5 ft.</del>	5 ft.	<del>0 ft.</del>	<del>0 ft.</del>		
Street side	0 ft. min. (10 ft. max.)	0 ft.	15 ft.	<del>5 ft.</del>	<del>5 ft.</del>	5 ft.	<del>0 ft.</del>	<del>0 ft.</del>		
Rear	0 ft.	0 ft. (20' to res.)	20 ft.	<del>15 ft.</del>	<del>15 ft.</del>	5 ft.	<del>0 ft.</del>	<del>0 ft.</del>		
OTHER STANDARDS										
Maximum height limit	4 stories/45 ft.	3 stories/35 ft.	3 stories/50 ft.	2 stories/30 ft.	2 stories/30 ft.	60 ft.	<del>45 ft. By Use Permit</del>	<del>4 stories/45 ft.</del>		
Maximum residential density (dwellings per acre)	28; greater with a Use Permit *18 at 2 <sup>nd</sup> /A St.	<del>16 dwellings per acre</del>	<del>16 dwellings per acre</del>	12 dwellings per acre	18 dwellings per acre	-	-	-		
<del>Minimum land area per unit</del>	<del>1,500 square feet</del>	<del>2,750 square feet</del>	-	<del>3,300 square feet</del>	<del>2,500 square feet</del>	-	-	-		
<del>Floor area ratio (FAR)</del>	<del>2.0</del>	<del>1.0</del>	<del>0.4</del>	-	-	-	-	<del>2.0</del>		
Site coverage	1	0.75	0.5	0.6	0.6	0.5	<del>.6</del>	<del>1</del>		
Parking	No requirement	0-5,000 sq. ft. <del>lot=</del> no requirement; 5,001+ sq. ft. <del>lot=</del> 1/1,000 square feet <del>building sq. ft.</del>	Per AMC 9-5.1703.1	1 covered space per residential unit.		Per AMC 9-5.1703.1	<del>Per AMC 9-5.1703.1</del>	<del>Per AMC 9-5.1703.1</del>	Parking is required only for new construction/ additions or by Use Permit. Existing buildings are exempt.	



# A43



## 3.0 Streetscape and Design Guidelines

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### 3.1 Introduction and Background

A place like Downtown Antioch is used and experienced based on the quality and character of the public realm. In the Downtown, the public realm is shaped by the San Joaquin River, buildings, streetscape, Waldie Plaza, City Hall, and the spaces in between, all of which contribute to the identity of our historic Downtown. This chapter provides Downtown policies that will guide new development and renovation of the existing built environment. It enhances the public and private realm through continuation of the existing high quality Downtown design, and by using Antioch's existing highly regarded Design Guidelines to further reinforce and shape the identity of the Downtown.



The City's Downtown decorative streetscape standards are to be maintained, and extended to any new streetscape improvements in the Downtown Core. The Citywide Design Guidelines already adopted by the City of Antioch are hereby incorporated by reference into this Downtown Specific Plan, to serve as

the Design Guidelines for the Downtown Specific Plan Area. In the case of any conflict between the Design Guidelines and the Specific Plan, the Plan shall prevail. In those cases where the interpretation and/or application of the Design Guidelines within the Downtown Specific Plan Area are unclear, the Planning Commission shall have the authority to determine the appropriate interpretation.

The Downtown Specific Plan that focuses on the revitalization of historic Rivertown provides opportunities to make Downtown Antioch a vibrant place with a strong quality of life. The design of the streetscape, new private development and the renovation of existing buildings will play a particularly important role in creating a distinct, high-quality image and ambience for the Downtown while promoting a desirable quality of life in a place that will attract people to live, work and play. Application of the Design Guidelines in the Downtown will enhance the design of streetscapes and commercial and residential development projects.

The Downtown is made up of public spaces, pedestrian oriented streets, bicycle and pedestrian paths, and connections that comprise the public realm. The Plan proposes to maintain and enhance the public realm by preserving the existing Downtown core area public streetscape that consists of decorative sidewalks, streetlights, street signs, street trees, landscape planters, benches and other street furniture. A continued emphasis on walkability and pedestrian orientation will maximize accessibility to and within Downtown and enhance the area as an attractive place to spend time. Key elements envisioned include Waldie Plaza improvements, diversity in building design, and various opportunities for community engagement, from existing amenities such as benches that encourage casual encounters, to outdoor dining that create a positive ambience.

## 3.2 Purpose and Goals

The purpose of this Chapter of the Downtown Specific Plan is to establish guidelines that will reinforce a common identity for Downtown, clarify expectations about desired design quality, challenge stakeholders to think outside the box and provide a method to help ensure objectivity, consistency, and predictability during the design review process. The Design Guidelines encourage design freedom and innovative design, while emphasizing basic design principles, community needs, and sensitivity to surrounding context. The Design Guidelines provide good examples of appropriate design solutions. The Guidelines contain both quantitative and mandatory development standards and may be interpreted with some flexibility in the application to specific projects.



Specifically, the Design Guidelines attempt to achieve the following goals based on those outlined in the General Plan and Downtown Specific Plan:

- Preserve and enhance Downtown Antioch's unique historic identity;
- Create opportunities to attract residential, commercial and other Downtown projects that will stimulate the economy and create an exciting live-work-play environment;
- Define standards and provide guidance for the design of new development and renovations that will encourage exceeding the desired design quality;
- Encourage architectural and landscaping criteria that stimulate walking, facilitate bicycling and reduce dependence on the automobile, while accommodating its continued use;
- Protect and maintain the quality and unique heritage and historical characteristics of the Downtown and ensure compatible design and historic preservation standards for new projects and renovations;
- Guide the revitalization of existing developed areas blending seamlessly the quality of newer and older portions of the Downtown;
- Communicate a clear public vision for the community.

The interpretation and implementation of the Design Guidelines will be based on these goals.

## 3.3 Applicability

The provisions of the Design Guidelines are applicable to any new buildings, additions, exterior alterations, landscaping, and any modification to an approved landscaping plan or parking lot design, with the exception of single-family residences within an existing subdivision. These Guidelines do not affect any existing buildings that are not proposed for new construction, exterior alterations, landscaping, or changes in parking lot layout.

## 4.0 Circulation and Access

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### 4.1 Introduction

The potential for long term economic development and conservation efforts within the Downtown is directly affected by the diversity, capacity, features, amenities, and physical condition of the Antioch transportation network. In addition to local policies and programs, the Downtown transportation network is also influenced by regional policies and external conditions. The land uses established in this Plan are supported by a balanced transportation network that includes vehicular, transit, bicycle and pedestrian modes. Downtown benefits from existing and improving multi-modal transportation access, and is currently served by Tri-Delta Transit bus routes and an Amtrak station. An eBART station is under construction a short distance from Downtown Antioch on Hillcrest Avenue and State Route 4, and there are plans for a potential future Downtown ferry terminal. The existing Downtown traditional grid street pattern provides good access to vehicles and pedestrians. In addition to the street network and transit, there are existing bike and pedestrian paths and wide sidewalks, particularly in the Downtown Core. Yearly ongoing improvements are being made to make the entire downtown area wheelchair accessible.

In the past, alternative transportation has typically been subordinate to roadway and intersection planning. However, newer policies and practices are aimed at strengthening the connection between development and alternative transportation. For the Downtown Specific Plan it is expected that pedestrian, bicycle, and transit improvements will be given high priority. The construction of parking



lots and roadway improvements will have to be carefully balanced with the installation of new bicycle lanes, pedestrian paths, and transit connections. Future improvements may be needed in all of these areas to attract investment to Downtown Antioch. The challenge will be to allocate the limited resources available in a way that will most effectively facilitate implementation of the community's goals for the area.

In general, the roadways and intersections serving the Downtown have sufficient excess capacity to accommodate increases in automobile traffic from approved and pending projects, including some degree of future additional development. However, should the traffic generating potential of future development exceed the levels assumed in prior analyses, additional roadway enhancements may be necessary.

It is important to highlight that many progressive communities have found that Downtown congestion can actually be an indicator of a healthy economy, rather than a hindrance to traffic access. Further roadway capacity increases in the Downtown could disrupt the urban fabric and diminish the attractiveness of living, visiting or doing business Downtown. As a result, some communities have relaxed their level of service (LOS) thresholds in downtown areas to LOS E or

even LOS F in favor of preserving the street environment, mature street trees, and prioritizing pedestrian, bicycle, and public transit travel modes.

This Plan calls for the consideration of both aesthetic and pedestrian/bicycle improvements to the A Street, L Street and Auto Center Drive Corridors, in order to improve their function as principal entrances to the Downtown. Also, this Plan calls for consideration of possible street name changes to A and L Streets, in order to potentially better correlate those important corridors with their role as principal access ways to the Downtown.

## General Plan Circulation and Growth and Management Elements

Chapters 7.0 (Circulation) and 3.0 (Growth Management) of the Antioch General Plan establish the goals and policies affecting vehicular, pedestrian and bicycle circulation, as well as the sequencing of improvements and related services within the City and Downtown. The Downtown Specific Plan relies upon and includes by reference all goals and policies of the General Plan, and the Circulation and Growth Management Elements in particular.

## 4.2 Existing Street Network

The roadway system that currently serves the Downtown and surrounding portions of the City are shown in **Figure 4-1**. For the most part, the Downtown street system is a traditional grid pattern, as found in many historic downtowns. A total of five General Plan designated Arterial roads directly connect the Downtown with other portions of Antioch, and to regional State Routes 4 and 160. These arterials that serve as gateways to the Downtown are (from west to east): (1) Auto Center Drive; (2) 10th Street; (3) L Street; (4) A Street; and (5) Wilbur Avenue. 9th Street inside the Downtown is designated in the General Plan as part of an Arterial (one way) Couplet with 10th Street between A and L Streets.

In addition, the Downtown contains a number of roadways designated as Major Collectors in the General Plan. These are: L Street from 4<sup>th</sup> Street to its northern terminus at Marina Park; 2<sup>nd</sup> and 4<sup>th</sup> Streets are labeled as a Major Collector (one way) Couplet, for 2<sup>nd</sup> Street from L Street east to E Street, and for 4<sup>th</sup> Street from L Street east to C Street; G Street from 4<sup>th</sup> Street south throughout and beyond the Downtown; and E Street from 2<sup>nd</sup> Street to 9<sup>th</sup> Street.

## Future Street Improvements

The existing Downtown grid street network is efficient and effective at moving vehicles into, out of, and through the area. Therefore, any street improvements envisioned through this Plan are relatively minor. As conditions change in the future, and more development occurs, it may be determined appropriate that one or both of the Downtown one-way couplets described in the General Plan, or other alternatives as appropriate, be studied further as to whether implementation would benefit access. If benefits would accrue, the City would then proceed to develop related funding and implementation plans.

Some Downtown intersections have 4 way stop signs, while others have 2 way stop signs. The City will explore whether development of a “Downtown 4 way stop warrant” criteria would help standardize and streamline any future evaluation of implementation of 4 way stop intersections.

## Goals, Objectives, Policies, and Programs

**Goal A:** A street network within and to Downtown Antioch that offers ease of connectivity and access.

**Objective 4.1:** Maintain a pedestrian-friendly environment.

Policy 4.1.1: In Downtown Antioch, the City of Antioch prioritizes pedestrians, cyclists, and quality of life for its residents over simple increases in traffic efficiency.

Program 4.1.1a: The City of Antioch will pursue a study to determine whether two way stop sign intersections should be converted to four way stop intersections.

### Internal Circulation

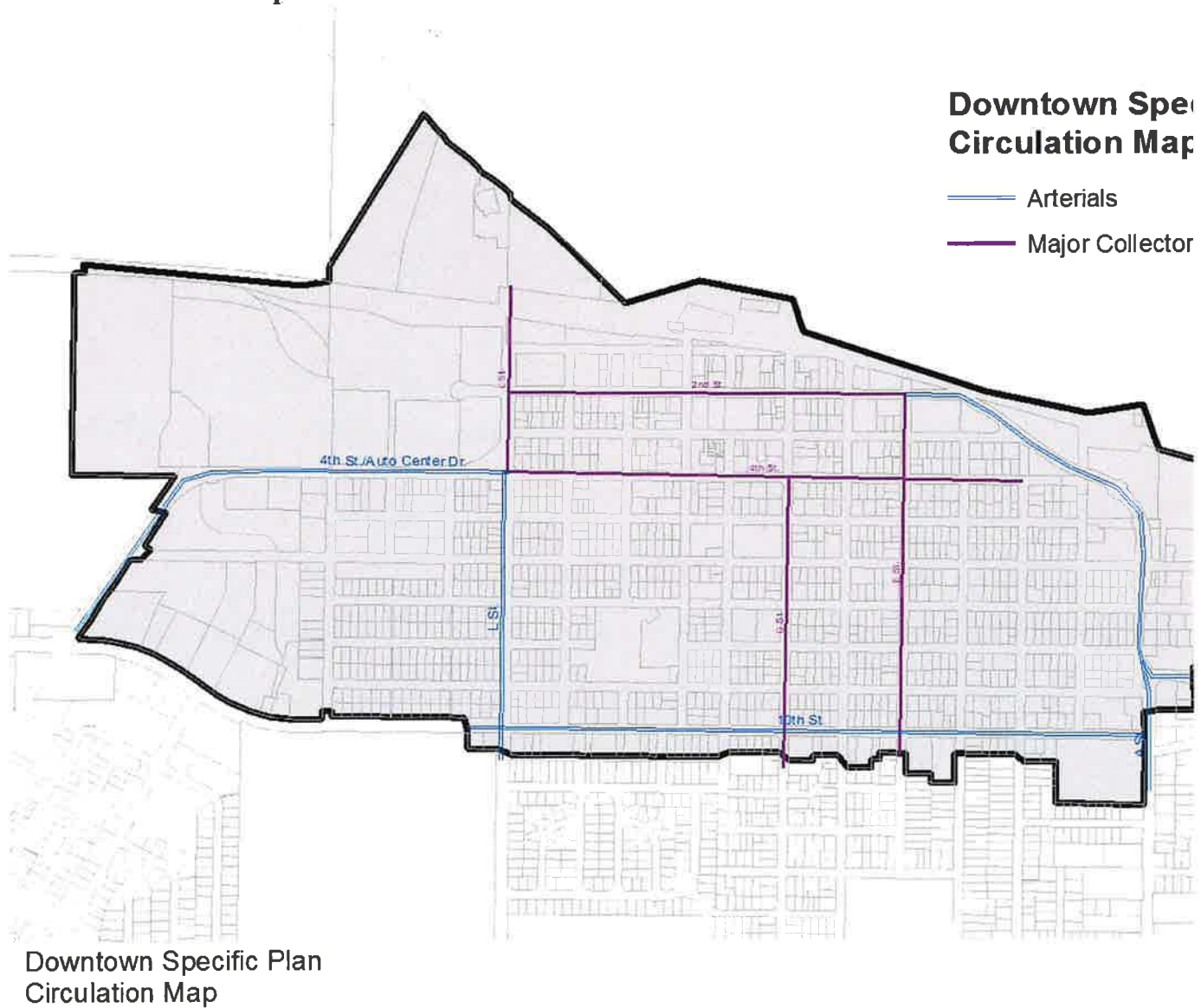
General Plan Circulation Element Figure 7.1 (Circulation) designates 9th and 10th Streets between A and L Streets as an Arterial (one-way) Couplet, and 2nd and 4th Streets between A and L Streets as a Major Collector (one-way) Couplet that are intended to serve as one way traffic loops on those streets, in order to move traffic more efficiently through the Downtown.

Program 4.1.1b: The City of Antioch will re-evaluate the benefits of converting 9th and 10th Streets to an Arterial Couplet and 2nd and 4th Streets as Major Collector one-way Couplets and the potential impacts on existing residents, quality of life, and pedestrians and cyclists.

L Street and A Street both provide very important connections to Downtown and offer a first impression for many visitors. They are also denoted on State Route 4 as the primary connectors to Downtown and the Marina. Although residents identify L Street as a connection to Downtown and the Marina, first-time visitors may not make the same connection.

Program 4.1.1c: The City of Antioch will consider changing street names for L and/or A Streets to more distinctive names that reflect the importance of these roadways, and their link to the history and character of Antioch and the Downtown.  
Program 4.1.1d: The City of Antioch will study the potential benefits and costs of aesthetic or other enhancements to "A and/or L Streets between State Route 4 and the Downtown, to determine the feasibility of making them more inviting corridors for bringing visitors directly Downtown.

**Figure 4.1 Circulation Map**



### 4.3. Pedestrian and Bicycle Connections

The Downtown has a generally pleasant and varied streetscape. In the Downtown Core, pedestrian amenities including wide decorative sidewalks, street trees, historic street lamps, planters and street furniture make the area attractive to walkers. That rich existing character helps provide a sense of place and supports retail shopping activity. Existing and future bicycle and pedestrian paths are shown on Figures 4-2 and 4-3.

The City of Antioch adopted TRANSPLAN's East Contra Costa Bikeway Plan in 2001. In that Plan, Figure 1: Existing Eastern Contra Costa County Class I (a completely separated right of way for the exclusive use of bicycles and pedestrians with crossflow minimized), Class II (a striped lane for one-way bicycle travel on a street or highway) and Class III (shared use with pedestrian or motor vehicle traffic) Bicycle Facilities – Area 1, that includes Antioch, shows no bike facilities in or very near Downtown. In the 2001 Plan's Figure 3: Ultimate Eastern Contra Costa County Class I, II and III Bicycle Facilities – Area 1, 10<sup>th</sup> Street from A Street to L Street is shown as a Class II route, connecting with Class II routes on Wilbur Avenue to the east, and the Pittsburg/Antioch Highway to the west. The route on 10<sup>th</sup> Street intersects with a Class II route shown on L Street, starting at 4<sup>th</sup> Street and running south to James Donlon Blvd.

In 2009, the CCTA adopted a Countywide Bicycle and Pedestrian Plan, which incorporated Antioch's local projects and programs, and was subsequently adopted by the City in 2009. An Antioch Community Development Department staff member served on the Countywide Bicycle and Pedestrian Advisory Committee that helped develop that Plan. The Antioch projects and programs in that Plan serve as the foundation for improving the safety and attractiveness of bicycling and walking in the City. The plan recommends links to the Countywide Bikeway Network along with various regional improvements and local projects, including both on-street and off-street bikeways and pedestrian facilities in the City. Furthermore, the Plan provides guidance and strategies for planning and funding of local and regional projects. Specifically, Figure D-1 in Appendix D to that Plan shows bicycle routes or lanes on:



- 4<sup>th</sup> Street from G to L Street – Existing Class II
- G Street from 4<sup>th</sup> to 10<sup>th</sup> Street and continuing south - Existing Class II
- L Street from 4<sup>th</sup> to 10<sup>th</sup> Street and beyond – Proposed Class II
- L Street from 4<sup>th</sup> Street to the Marina – Proposed Class III
- 9<sup>th</sup> Street between A and L Streets – Existing Class III
- 10<sup>th</sup> Street between A and L Streets – Existing Class II
- Wilbur Avenue connects to Downtown at A Street and running east – Existing and Proposed Class II

- Auto Center Drive heading east and turning into 4<sup>th</sup> Street connects to Downtown – Existing Class II

## Current Conditions

While pedestrian access (including sidewalks, curb ramps, crosswalks, and other improvements) is generally available throughout the Downtown core, the area is in need of curb ramps at a number of intersections. Consistent with Section 7.4.2 of the Antioch General Plan, as future development proceeds in the Downtown, walkway, bicycle lane, lighting, and other circulation and access conditions will be evaluated, and appropriate public improvements will be considered as part of new developments, if a nexus would exist.

Despite the array of the eight existing and proposed bicycle facilities shown above and in the 2009 CCTA Countywide Bicycle and Pedestrian Plan, Downtown actually has:

- One existing Class II striped bicycle lane on L Street from 4th to 10th Streets.
- An existing Class III Shared Route bicycle route (routes that share the roadway and provide signage to alert bicyclists and motorists that a bicycle route exists) on 9th Street.
- An existing Class III route on “F” Street from 5th Street heading south.
- Wilbur Avenue has westbound bike lanes that connect to Downtown, going as far west as A Street.
- Bicycle/Pedestrian Path south of the railroad tracks between L Street and I Street.
- Bicycle/Pedestrian Path around the Marina (with a disconnected path to the Dow Wetland path).

The current on-street bicycle network within the Downtown is not thorough or connected, and therefore it does not facilitate bike usage.

Transportation infrastructure in undeveloped areas typically must be extended or expanded to serve new development. The Downtown has a well-connected street, transit and pedestrian system, and there are few constraints to new Downtown development related to providing new transportation infrastructure, with the exception of bicycle ways as discussed above.

## Future Bicycle Improvements

While L Street has the sole Class II bike lane in Downtown for a six block stretch, there are gaps outside that area. As of the time of writing this Plan, the City is preparing to look at the needs of L Street for a “Pathway to Transit” project that could include street beautification from State Route 4 to the Marina. Downtown areas that lack bicycle facilities will be considered for bicycle friendly improvements, as shown in Figure 4-3. In the Downtown, those include:

- L Street: Continuous bicycle lanes from State Route 4 to the Marina.
- Auto Center Drive/4th Street Corridor: The costs/benefits of a connection along entire corridor up to L Street should be studied.
- The Rivertown to Southeast Antioch bike lane: The feasibility of this proposed bicycle facility as called for in the General Plan should be analyzed.
- Marina/Dow Wetlands to the Black Diamond Mines Regional Preserve should be explored with the City of Pittsburg.

- 9th Street: Has a few disparately spaced bike route signs on it, and it should be determined whether additional signs would be beneficial.
- G Street: Bike route from 6th Street south.
- Improvements on Wilbur Avenue from A Street to Almond Street with directional signage onto Merrill Drive for eastbound bicyclists.

## Objectives, Policies, and Programs

**Objective 4.2:** Improve pedestrian access to and within the Downtown, and maintain a street and sidewalk system that enables walkability to major destinations, shopping, employment, housing and transit.

Policy 4.2.1: Close gaps in the sidewalk ramp network to ensure continuous pedestrian/wheelchair access to and within the Downtown. Currently, not all intersections have full four corner ramp access.

Program 4.2.1a: Close gaps in sidewalk/wheelchair ramp network

Policy 4.2.2: Ensure that new sidewalks, crosswalks, ramps and other pedestrian streetscape features are ADA compliant.

**Objective 4.3:** Improve bicycle access to and within the Downtown that is safe and inviting for bicyclists.

Policy 4.3.1: Fill in gaps in existing bicycle facilities and provide proposed new bicycle routes or trails as follows that connect key destinations, housing, shopping, employment and transit:

Program 4.3.1a: The Rivertown to Southeast Antioch bike lane: The feasibility of this proposed bicycle facility as called for in the General Plan should be analyzed.

Program 4.3.1b: 9th Street: Has a few disparately spaced bike route signs on it, and it should be determined whether additional signage would be beneficial.

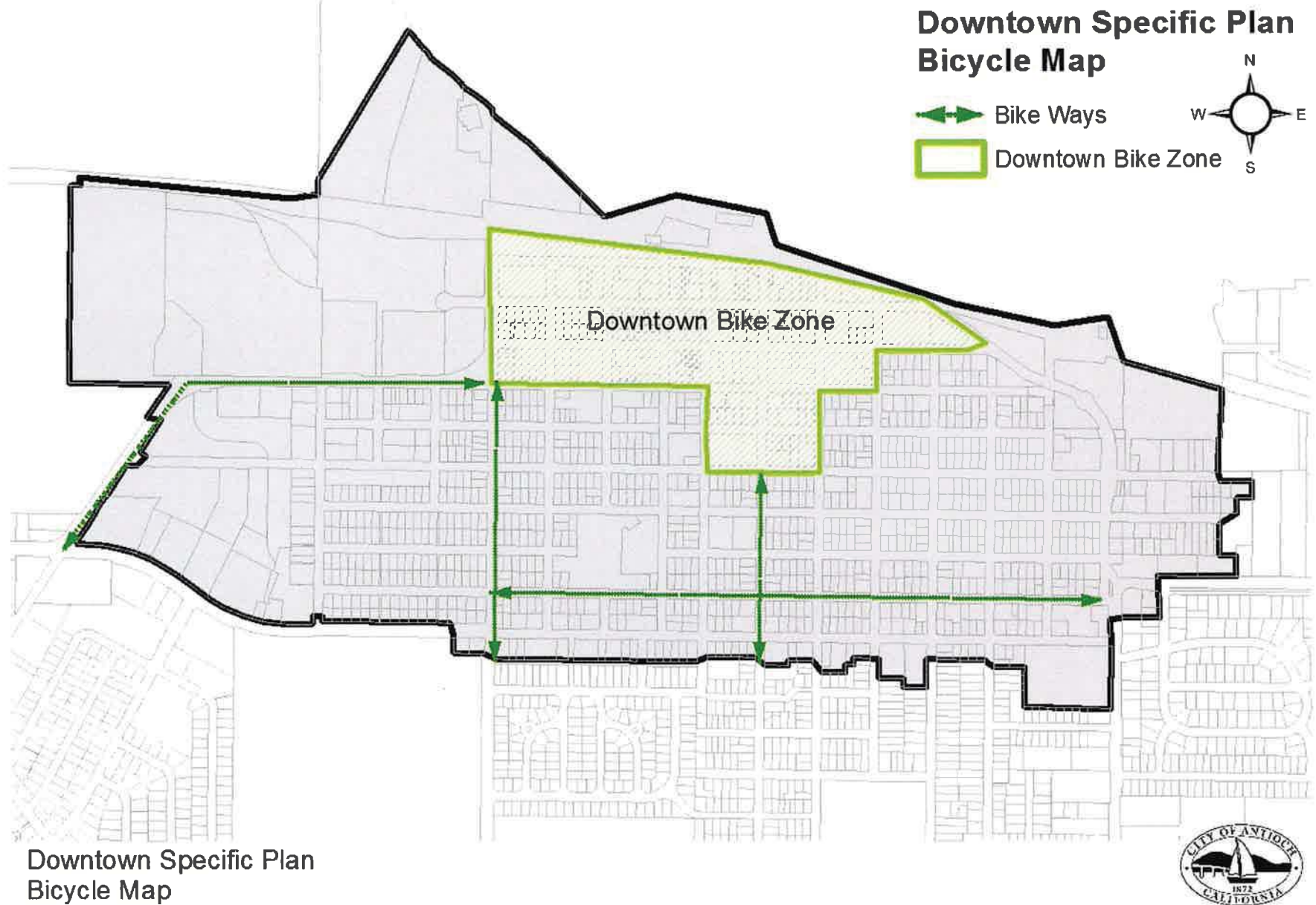
Program 4.3.1c: G Street: Bike route from 6th Street south.

Policy 4.3.2: Require bicycle racks or storage in all new multi-family residential developments, multi-tenant retail, office and mixed use developments, and government, transit and institutional uses.

Policy 4.3.3: Provide bicycle parking in a well distributed pattern as an amenity to facilitate bicycle usage, including in existing City parking lots.

Policy 4.3.4: The Downtown Bike Zone should be entirely and uniformly accessible to bicyclists. Bicycle infrastructure should be distributed throughout and bicycle access should be prioritized.

Figure 4.2 Bicycle Map



## 4.4. Transit

The Downtown is currently served by three Tri-Delta Transit bus routes and an Amtrak station located at the northern waterfront. Tri-Delta bus route 387 runs weekdays from the Tri-Delta bus terminal in Antioch, through Downtown, to the Pittsburg Bart station. Route 388 runs weekdays from the current Hillcrest Park & Ride lot (that will become the Hillcrest eBART Station in 2018), fairly directly to and through Downtown, to the Pittsburg Bart Station. Route 392 runs weekends and holidays from the current Hillcrest Park & Ride lot (that will become the Hillcrest eBART Station in 2018), on a circuitous path to, and then



through Downtown, to the Pittsburg/Bay Point Bart Station. The Amtrak station is unstaffed, and is located on the San Joaquin Oakland Amtrak route that stretches from Bakersfield to Stockton and beyond to Sacramento or the East Bay Area with connections to San Francisco. The current transit network serving the Downtown and surrounding areas is shown in Figure 4-4.

The extension of eBART service to Antioch at the Hillcrest Station that is currently under construction is scheduled to open in 2018. This station will introduce regional rail rapid transit service comprising approximately 10 miles of new track between the existing Pittsburg/Bay Point BART Station and the City of Antioch, connecting to the BART system, serving the San Francisco Bay Area. The location of the new eBART station is shown in Figure 4-5, along with the proposed eBART rail line extension shown in Figure 4-6.

Once the eBART station opens at Hillcrest, commuters and visitors may begin to travel between the station and Downtown. Tri-Delta bus route 388 provides fairly direct service between the station and Downtown on weekdays. Route 392 provides less than direct access on weekends. If that travel pattern emerges, and route 388 and/or 392 are not adequate to serve it, there is the opportunity for the City and Tri-Delta Transit to study it, and provide feasible means to improve the connecting access, if appropriate (at the time of writing this Downtown Specific Plan it is noted that Tri Delta Transit is in the process of redoing all of their routes to coincide with the eBART station opening).

The opportunity exists for a future ferry terminal to be located at the northerly extension of “I” Street at the Urban Waterfront west of Waldie Plaza and the Downtown Mixed Use Core. As located in the Land Use Diagram (Figure 3-13) and the Waldie Plaza Concept Plan (Figure 3-15), the terminal would provide an alternative mode of transportation to Oakland and San Francisco.

### Objectives and Implementation Measures

**Objective 4.4:** Establish Downtown as a multi-modal transit destination and a connector for bus, Amtrak, eBART and ferry service.

Policy 4.4.1: Improve the accessibility of, educate the public about, facilitate the use of, and enhance linkages between the existing and future Downtown multi-modal transit resources, and local and regional sites.

Policy 4.4.2: Encourage comfortable, safe and convenient amenities be provided at the Amtrak, eBART and Ferry stations, including seating, bicycle racks and/or lockers, informational and directional signage.

Policy 4.4.3: Work with Tri-Delta Transit and Bart to promote regional transit service to and from Downtown.

Because of the pedestrian friendly, retail and nearby residential nature of Downtown, and the existing adequate supply of parking, many trips can be accomplished on foot, reducing the need for additional parking. The mix of uses Downtown promotes internal trips and enables people to park once to visit multiple destinations, further reducing parking need. For example, people can park once, have lunch, browse shops, walk along the river, and then return to their cars without having to move them. The three Tri-Delta Transit bus routes serving Downtown can also bring people there with no need for parking. There will be an opportunity for expanded Tri-Delta shuttle service to Downtown, from its newly proposed Park and Ride lot. Nearby residents can walk or bike Downtown from their homes without need to park Downtown at all. However, access by car will continue to be important for many people, including those accessing the Amtrak or future Ferry Stations, visiting from central or south Antioch, or from other towns.

Providing adequate parking is important for retail success, special events, and to reduce vehicle miles spent looking for parking. A broadly based parking strategy that minimizes the need for constructing excessive parking, meets community and business owner desires for convenient access to the Downtown, and provides commuter access to the Amtrak and future Ferry Stations is a key component of this Plan. Transportation Demand Management (TDM) is a combination of measures, services, incentives, and facilities that can help reduce the number of vehicle trips by encouraging the use of transit, bicycling, and walking. TDM can also assist with parking management and may help reduce the number of parked cars within the Downtown.

The existing two hour commercial-related parking time restrictions are driven by the need to provide parking turnover near shop frontages, increasing customer convenience and the perception that convenient parking is available. Time restrictions also help manage parking behavior by shifting employee, and other long-term parking to peripheral areas. This two hour limit must be balanced with the pedestrian friendly “park once” strategy where people can park and spend time dining, shopping, taking in a show at the El Campanile and viewing the River.

The parking and TDM objectives and implementation measures below are aimed at managing parking and transportation demand, and to improve the quality of the pedestrian and bicycle environment. Parking policies focus on a shared parking and flexible approach. Public parking options focus on on-street parking with key public parking lots that serve Downtown. Parking standards are included in Chapter 2: Land Use. TDM measures consider a range of approaches appropriate for development in Downtown.

## Objectives and Implementation Measures

**Objective 4.5:** Recognize that the historic character and layout of most commercial sites in the Downtown Core of Antioch are pedestrian oriented, and therefore do not and cannot provide on-site parking. Acknowledge the importance of preserving the historic character of the Downtown, and that pedestrian and other modes of transportation are available. Accept that the existing on-street and off-street parking supply is adequate for current conditions in the Downtown Core, and should be regularly evaluated for changing conditions and needs. Recognize that parking should not be a limiting factor on the use and development of commercial sites in the Downtown Core that cannot accommodate on-site parking without significantly limiting the use of such sites. Balance parking needs and supply with the desire to maintain Downtown's ambiance, and promote transit, walking, and bicycling.

Policy 4.5.1: Regularly review on-street and off-street parking availability, requirements and restrictions (no parking, time limit parking) with downtown merchants and residents to determine if updated parking facilities, requirements or restrictions would better serve current and future parking needs.

Policy 4.5.2: Do not require the provision of on-site parking in the Downtown Core for changes of use to or rehabilitation of existing commercial buildings, or for development of new commercial buildings on sites that are of such size and configuration that they could not accommodate on-site parking without severely limiting the use or development of such sites, when compared to larger commercially designated sites.

Policy 4.5.3: Allow credit for on-street parking spaces directly adjacent to a property for visitors or retail uses, where appropriate. This should be on a one-to-one basis.

Policy 4.5.4: Allow "unbundled parking" within residential development projects. Unbundled parking separates the cost of parking from the housing, meaning that residents with no vehicles would realize a cost savings by not leasing or owning a parking space. Correspondingly, residents wishing to lease or purchase more than one space could pay "market price" to do so.

Policy 4.5.5: Encourage underground, or tuck-under parking in new development, to maximize occupied uses and open space at the ground level.

Policy 4.5.6: Maintain on-street parking where it exists to enhance access to stores and services and to provide a buffer between pedestrians and traffic.

Policy 4.5.7: Work with Tri-Delta Transit and Bart to publicize and incentivize the use of transit to and from Downtown, and for special events. This may include coordination to provide extra service on special event days.

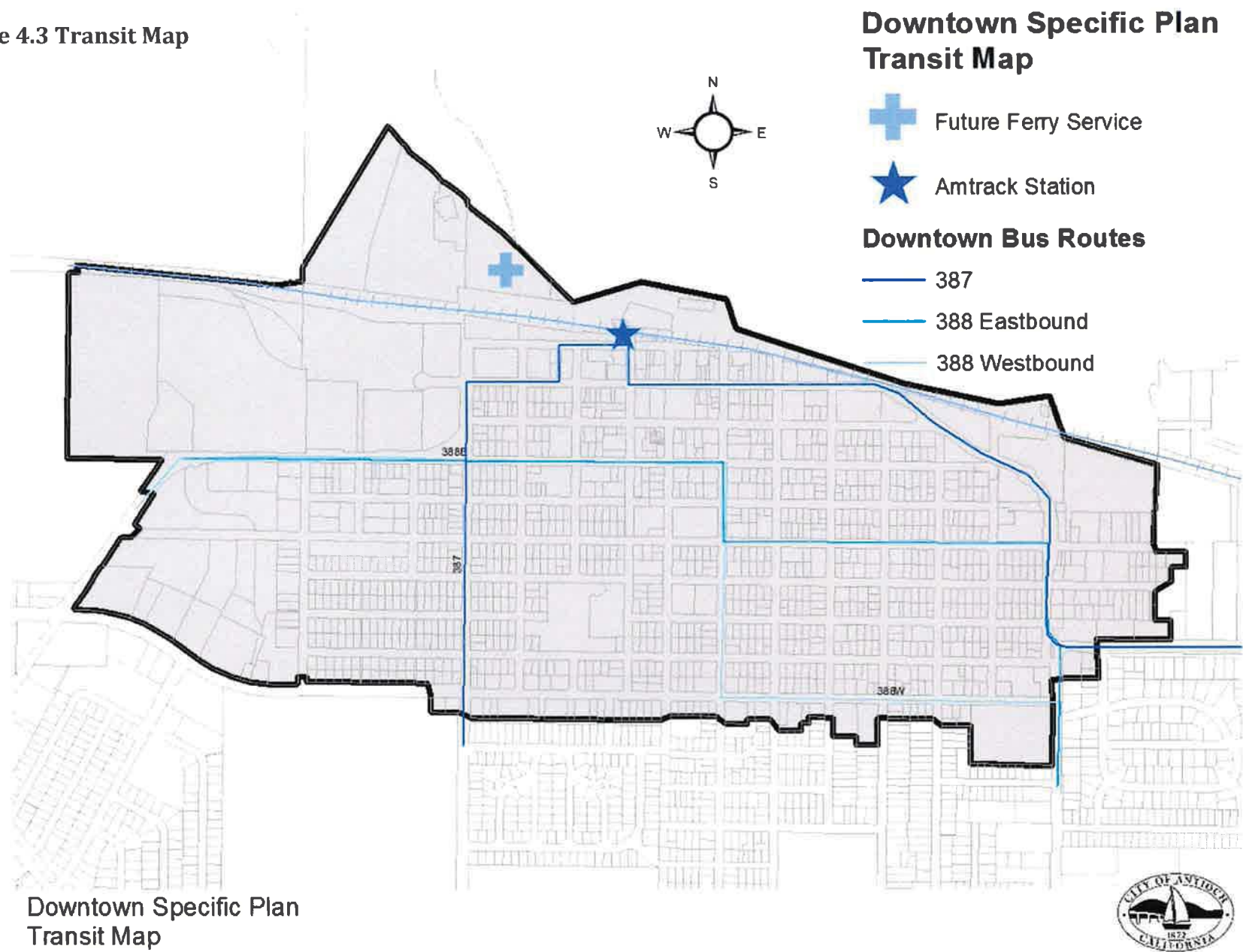
Policy 4.5.8: Design new mixed-use developments to enable parking to be shared efficiently between various uses, and coordinate with Tri-Delta Transit to provide shuttle service from its newly proposed Park and Ride lot to the Amtrak Station.

**Objective 4.6:** Reduce transportation demand by promoting alternative modes of transportation and ridesharing.

Policy 4.6.1: As development occurs within the Downtown, consider transportation demand management strategies as part of the approval process, which can include:

- > Promoting alternative modes of transportation
- > Working with Tri-Delta Transit and Bart to promote regional transit service. Refer proposed development projects to Tri-Delta Transit, and require the provision of bus bay turnouts and bus stops where appropriate.
- > Promoting bicycling to work
- > Ensuring buildings contain bicycle parking facilities, showers, and clothes locker facilities.

Figure 4.3 Transit Map





## 5.0 Environmental Quality

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A high level of environmental quality is a key factor in the Downtown Specific Plan Area for helping facilitate a high quality of the health and safety for all residents, employees, and visitors in the Downtown, as well as protecting the ecological web and natural habitat. This Plan establishes goals and policies that help streamline the project review process, and based on General Plan policies, the California Environmental Quality Act (CEQA), and other local, State, and federal regulations, help avoid or mitigate any potentially negative impacts of development or activity that might adversely affect public health and safety. This Chapter of the Plan addresses noise, air quality, and biological resources.

The area contained within the Downtown Specific Plan was previously analyzed in the General Plan Update Environmental Impact Report (EIR) that was certified in November 2003 and subsequently amended. Updates and changes proposed by the Downtown Specific Plan are limited to: minor changes in land use district names and density; revised permitted uses and policies that would facilitate a more pedestrian and transit oriented, lower density residential and commercial land use pattern relative to what is now permitted by the existing General Plan and Zoning regulations. These changes will result in an overall decrease in potential residential and commercial land use buildout (see Chapter 2, Land Use, above). The purpose of these changes is not simply to reduce the ultimate buildout of the Downtown area, but to recognize current conditions and facilitate near-term improvements and investments. These efforts are expected to strengthen the real estate market and eventually spur larger-scale projects. Furthermore related to air quality, emission levels have declined over time as cars are more fuel efficient and there's a greater mix of hybrids, PZEVs & electric vehicles.

The Existing Conditions: Opportunities & Constraints report prepared in preparation for the Downtown Specific Plan and General Plan Update in February 2015, evaluated the potential constraints that noise, air quality and biological resources may pose to the various opportunities for revitalization of Antioch's Downtown Area. That report is Appendix B to this Specific Plan. Included in that report are descriptions of the fundamentals of noise, air quality and biological resources, a summary of applicable regulatory criteria, and the results of monitoring surveys that were prepared for the City. This chapter relies on, and incorporates by reference the information in the Existing Conditions: Opportunities & Constraints report related to noise, air quality, biological resources and land use compatibility with respect to local policies, and to identify potential constraints and solutions.

### 5.1 Noise

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. Noise exposure that is excessive can cause negative physical and psychological effects, in addition to interfering with speech, concentration and performance. These responses are especially adverse for noise-sensitive receptors, including schools, religious institutions, hospitals, convalescent homes, and residences.

Antioch's General Plan Section 11.6 Noise Objective and Policies, and Section 2.6 Noise Constraints of the Existing Conditions: Opportunities and Constraints Report (incorporated herein by reference) identify how sound levels are measured, such as in decibels (dB), typically through an "A-weighted" scale, which emulates human hearing (all sound levels in the Antioch General Plan are A-weighted (dBA), unless specified otherwise - see Figure 11.1 in the General Plan).



## Existing Noise Environment

The most significant sources of noise in the Downtown Area are generated when trains pass through, and train horns sound along the Burlington Northern Santa Fe (BNSF) Railroad line that runs east-west through Downtown along the waterfront and from automobile/truck traffic on Downtown streets.

An outdoor noise monitoring survey was conducted for the Existing Conditions: Opportunities & Constraints Report in 2014 to quantify existing noise throughout the Downtown. The survey found that there is the potential for noise impacts on new development from the BNSF Railroad. Therefore, at the time of new development being proposed in the Downtown, unless exempt from CEQA, an up to date noise analysis would be required, if appropriate, to evaluate the potential for any noise impacts per CEQA, and the necessity of requiring any mitigation measures for noise attenuation.

## Objectives and Implementation Measures

**Objective 5.1:** Ensure that the Downtown is a pleasant place to live and work by protecting residents, workers and visitors from noise that affects comfort and health, while accommodating a mix of land uses in the area. Rail transportation-related noise is the most dominant source of noise within the Downtown. Through the General Plan and this Plan, the City is working to ensure maximum attenuation of noise effects along the Downtown rail corridor.

Policy 5.1.1: Require that new residential and other noise sensitive land uses within 200 feet of the rail line incorporate adequate noise attenuation into the design and site planning of the project, if needed, in order to achieve compliance with Chapter 11, Environmental Hazards, Section 11.6.1 Noise Objective and Section 11.6.2 Noise Policies of the General Plan, and CEQA. Conversion of existing buildings with non-residential or non-noise sensitive uses, to residential or noise sensitive uses are to comply with the General Plan noise objective and policies, to the extent possible, given the limitations of the original building siting and design.

Policy 5.1.2: Explore the potential benefits and costs of a railroad Quiet Zone, while still ensuring that safety is maintained at grade crossings.

## 5.2 Hazardous Materials, Flooding, and Air Quality

The Downtown Specific Plan, similar to other urban infill plans, must address the public health risks associated with hazardous materials and toxic air contaminants, as well as the risk of flooding. This section describes these hazards and includes policies designed to reduce the potential risks associated with Plan buildout.

### Hazardous Materials

Hazardous materials are substances with physical or chemical properties that pose an existing or potential future hazard to human health or the environment when improperly handled, disposed, or otherwise managed. Hazardous materials and wastes are extensively regulated by Federal, State, regional, and local agencies. The California Department of Toxic Substances Control has identified the former Hickmott Cannery site at the intersection of 6<sup>th</sup> and A Streets, Downtown, as a contaminated site. This location may face challenges associated with previous uses on the site, which has resulted in contamination that must be cleaned up before new uses can be developed. Section 11.7, Hazardous Material Objective and Policies of the General Plan is incorporated by reference into this Specific Plan related to this matter. Project-specific investigations will be necessary for projects on or adjacent to this or other Downtown sites that may contain contamination; to ensure that potential health risks are fully addressed per the Contra Costa County Hazardous Waste Management Plan and CEQA.

### Flooding

Portions of the Downtown are located within the 100 year flood zone (areas subject to inundation by the one percent annual chance flood event), or are prone to flooding during times of heavy rain. Per General Plan Section 11.4, Flood Protection Objective and Policies (incorporated by reference into this Specific Plan), a 100 year flood hazard zone runs adjacent to the San Joaquin River. In the vicinity of B Street, the 100 year flood hazard zone extends from the San Joaquin River south across the BNSF Railroad, and then spans East Antioch Creek. This flood zone is approximately 1,600 feet wide, just south of the Railroad. Prior to any new development in areas prone to flooding, unless exempt from CEQA, potential impacts, and any necessary mitigation measures would need to be determined through the CEQA process.

### Air Quality

Toxic air contaminants (TACs) are air pollutants that may cause or increase mortality or serious illness, or that may pose a present or potential hazard to human health, and are linked to both short-term (acute) or long-term (chronic and/or carcinogenic) adverse human health effects. A challenge for the Plan is to ensure adequate buffers and/or mitigation measures between sensitive receptors and existing and potential sources of TACs. A significant, common source of TACs is on road motor vehicles, such as trucks and cars (mobile sources). In Downtown Antioch, another significant source of TACs and airborne carcinogens is the BNSF Rail line.

Potential health effects related to air quality from railroad traffic along the BNSF rail line in Antioch was evaluated in the Existing Conditions: Opportunities & Constraints Report. The evaluation found that there is the potential for air quality impacts on new development within 200 feet of the BNSF Railroad. Therefore, per Policy 5.2.2 below, at the time of new Downtown development proposals within 200 feet of the BNSF Railroad line, a project level TAC and Greenhouse Gas analysis if needed, would have to be considered for any project during

environmental review on a case-by-case basis, if appropriate per CEQA, to evaluate the potential for any air quality impacts, and the necessity of requiring any mitigation measures for air filtering or other measures.

## Objectives and Implementation Measures

**Objective 5.2:** Ensure that the exposure of new development in the Downtown to hazards is minimized.

Policy 5.2.1: Due to the presence of the BNSF Railroad in the Downtown, and the related potential for toxic air contaminants, the potential for localized flooding, and the possibility of limited areas of soil contamination, development within the Downtown will require careful assessment to ensure that potential air quality, flood and soil contamination environmental and/or health risks are fully addressed.

Policy 5.2.2: For proposed development within 200 feet of the BNSF Railroad line, air quality risk analysis and risk reduction strategies (including for airborne diesel exhaust emissions), if needed, would have to be considered for any project during environmental review on a case-by-case basis. Mitigation, including but not limited to, installation of indoor air quality equipment, such as mechanical high-efficiency particulate air filtration systems (HEPA filters), or equivalent mechanisms to minimize health risks for future residents, may be appropriate, if so determined by an air quality analysis.

Policy 5.2.3: Require new large commercial projects to prepare a loading plan aimed to minimize truck idling and reduce diesel particulate emissions related to truck loading.

Policy 5.2.4: Require standard temporary construction related air quality mitigation measures for all proposed projects, as applicable.

Policy 5.2.5: Ensure new projects within the 100 year flood zone, or areas prone to flooding are designed to reduce flood risk, per General Plan Section 11.4, Flood Protection Objective and Policies, and CEQA. Strategies include site planning to minimize flood risk and applying flood safe standards to new construction.

Policy 5.2.6: Require remediation and clean-up of any contaminated sites prior to development in the Downtown, in accordance with federal, State, County, General Plan Section 11.7 Hazardous Material Objective and Policies, and CEQA standards.

Policy 5.2.7: The City supports efforts to restrict the regular transportation of hazardous materials along the BNSF railroad lines along the waterfront.

## 5.3 Biological Resources

With its proximity to the San Joaquin River, and other sensitive natural habitat areas, Downtown Antioch is part of a regional biological resource environment in which continuing urbanization, including infill development, may continue to affect the range, population and overall health of a number of special status plants and animals. Although the Downtown is mostly urbanized, containing primarily developed residential, commercial, and public uses, there are a few vacant sites. New development and reuse of previously urbanized properties in the Downtown may impact biological resources, depending on the location and scale of improvements, and the manner in which improvements are planned.



### Biological Resource Habitats

As detailed in Section 2.8, Biological Resources, of the Existing Conditions: Opportunities and Constraints Report, and Section 10.4 biological Resources Objective and Policies of the General Plan (both of which are incorporated herein by reference), the Downtown is directly adjacent to 3 biologically sensitive areas: (1) San Joaquin River; (2) Antioch Dunes National Wildlife Refuge; and (3) Dow Wetland Preserve. These resources support a diversity of plant, animal and bird species surrounding the Downtown. In general, developed areas are considered to contain low biological sensitivity. Areas mapped as Non-native Grassland and Ruderal as well as Undeveloped Areas adjacent to highly sensitive habitats, are considered to be of moderate sensitivity. A high level of sensitivity is associated with other habitat types, including Open Water, Riparian, Seasonal Wetland, Tidal Wetland and Creek habitats. Most Downtown sites available for new or revitalized development are located within areas of low to moderate sensitivity. However, site-specific conditions within these properties will need to be further evaluated as part of the environmental and development review process, prior to approval of any development.

### Special Status Resources

Figure 2.8.2 in the Existing Conditions: Opportunities & Constraints report, identifies the known occurrence and range of several special status animals identified in the California Natural Diversity Database (CNDDDB) which may be present within or directly adjoining portions of the Downtown Area, including the California tiger salamander, Delta smelt, Lange's metalmark butterfly, longfin smelt, salt-marsh harvest mouse, steelhead – Central Valley DPS, western pond turtle and western red bat. Figure 2.8.3 in the Existing Conditions: Opportunities & Constraints report, identifies those listed CNDDDB bird species likely to be nesting and/or foraging within the Downtown Area, including the song sparrow. Shoreline areas are known to contain a higher number of special-status species including fish, plants and terrestrial wildlife due to the interface of multiple habitat types. Riparian and wetlands habitat types are also biologically diverse with numerous special-status species occurrences. Butterfly, bat and avian species are mobile and are therefore generally identified on the CNDDDB maps rather than specific locations. Specific habitat types must be present for their occurrence. While not identified on the map, special-status fish species such as steelhead may utilize portions of the two creek channels. A

number of CNDDB listed special status plants are known to occur within or adjoining the Downtown Area, and are shown in Figure 2.8.4 in the Existing Conditions: Opportunities & Constraints report. The Dune and Shoreline areas are known to contain a higher number of special-status plant species due to the interface of multiple habitat types. These special-status plants are normally associated with non-disturbed native habitat types.

## Biological Constraints

Figure 2.8.5 in the Existing Conditions: Opportunities & Constraints report, provides an overall summary of biological constraints that affect future development and use of properties within and adjoining the Downtown Area. The classifications of Low, Medium and High levels of potential constraints are based on the following factors:

- Low – Assumes existing development is present.
  - Minimal or no biological sensitivity.
  - Primary biological concerns include potential presence of bat species in buildings and nesting avian species in vegetation.
  - Assumes that no resource agency permitting would be required.
- Medium – Assumes no development but may include managed (disked) lands or areas which have experienced minor grading in the past.
  - Includes moderately sensitive habitat.
  - Biological concerns would include potential for special-status plants and wildlife species typical of grassland communities including burrowing owls, California tiger salamander, Lange's metalmark butterfly, and various avian species.
  - Resource agency permits may be needed depending on presence/absence of listed plant and wildlife species.
  - Species mitigation may be required.
- High – Assumes presence of native habitat or areas which have experienced little or no disturbance. Would also include shoreline areas and those areas adjacent to creeks or containing wetlands.
  - Includes highly sensitive biological habitats.
  - Biological concerns would include high probability for occurrence of federally and state listed plants and wildlife species typical associated with dune, creek, wetland and shoreline communities.
  - Resource agency permits would be needed for activities in these areas.
  - Habitat and species mitigation would be required.

Several key Downtown sites may either contain or directly adjoin areas of High constraint sensitivity, indicating the need for further analysis and documentation of avoidance or mitigation of the specific potential constraints, per CEQA, prior to any development activity.

## Objectives Policies, and Programs

**Objective 5.3:** Protect and improve the quality of biological resources and habitat areas.

Policy 5.3.1: Where feasible along the River, allow public access in the form of open space or a multi-use trail, and incorporate interpretive signage for educational purposes in public access areas.

Policy 5.3.2: Encourage new development to face the River and to promote public access to the Riverfront.

Policy 5.3.3: Require that proposed development sites that may include habitat that supports special-status species with a moderate or greater potential to exist in the Downtown, inventory sensitive resources, and develop adequate measures to avoid or mitigate any impacts. The inventory must be conducted by an independent, qualified biologist, and follow guidelines established for federally-listed species. If special-status species are identified, an avoidance strategy must be pursued where feasible.

Policy 5.3.4: Comply with all applicable Federal, State, CEQA and City regulations and policies for biological resource protection, prior to any new development activity.

## 5.4 Seismic Hazards Identification and Mitigation

Eastern Contra Costa County, as well as the San Francisco Bay Area as a whole, is located in one of the most seismically-active regions in the United States. Although no known active faults are located within Antioch, per General Plan Section 11.3, Geology and Seismicity Objective and Policies (incorporated herein by reference), major earthquakes have occurred near Antioch in the past, and can be expected to happen again in the near future. There is at least a 70 percent probability of at least one magnitude 6.7 or greater earthquake to occur on one of the major faults within the Bay Area before 2030. The Hayward Fault, in the Berkeley Hills, is approximately 30 miles west of Downtown. This fault is considered the highest risk for major damage in the Bay Area, as it is overdue for a major earthquake, and this fault is capable of producing quakes of up to about magnitude 7. Buildings constructed since the 1970's in California have incorporated seismic safety design and construction factors of various levels aimed at protecting life safety and structures. Buildings constructed prior to the 1970's pose potential seismic hazards in the event of a strong earthquake.

### Buildings at Risk Due to Earthquakes

The City of Antioch has identified 57 properties located north of State Route 4 which contain structures that are potentially unsafe during major seismic events. All except one of these properties is situated within the Downtown (see Figure 2.13.1, Sub-Area 1, in the Existing Conditions: Opportunities & Constraints report). The buildings on these properties are reported to have been built with unreinforced masonry structural walls. Per the General Plan, unreinforced masonry buildings (URMs) constructed of brick or concrete block pose the most severe hazards. Under strong intensity ground shaking, many of these structures may be expected to collapse or require demolition, as has occurred in strong earthquakes in downtowns with URMs in Santa Cruz, Napa Valley, and Whittier. The City has sent letters to the owners of all 57 properties noted above, to notify them that their buildings are potentially unsafe in a seismic event. Many of these identified structures do not comply with State Law requiring seismic risk placard noticing. These properties represent an opportunity to structurally improve or replace the existing structures with earthquake safe buildings, and are a constraint to private investment (and safety risk), due to the additional cost associated with seismically improving a property as opposed to simple reuse of the existing structure.

Low lying portions of the Downtown adjacent to the San Joaquin River could be affected by a seismically generated tsunami. However, projected wave height and tsunami run-up is expected to be small in the interior portions of the Delta. Some coastal inundation and damage could occur in Antioch if a tsunami coincided with very high tides or an extreme storm. Per the United States Geological Service, and as shown on General Plan EIR Figure 4.5.4, some areas of Downtown adjacent to the River have a very high to low potential for liquefaction in the event of a significant earthquake. New construction or significant remodels in the high risk areas will be subject to seismic analysis as part of the City's building plan review process.

## Objectives, Policies, and Programs

**Objective 5.4:** Minimize the potential for loss of life, physical injury, property damage, and social disruption resulting from seismic ground shaking and other seismic events.

Policy 5.4.1: Comply with the Geology and Seismicity Policies in the General plan.

Policy 5.4.2: Explore the potential adoption by the City of a Seismic Hazards Identification and Mitigation Program for URM's in Antioch, similar to the program adopted by the City of El Cerrito in 2009.

Policy 5.4.3: Require that all URM's identified by the City post seismic hazard risk signs on the exterior of their building, as required by State law.

Policy 5.4.4: Provide information to and explore the establishment of incentives for property owners to rehabilitate hazardous URM buildings (such as reductions in permit fees, and expedited plan checking), using updated construction techniques to mitigate seismic hazardous posed by their buildings.

## 5.5 Cultural and Historic Resources

Downtown Antioch's historic buildings contribute largely to its community character and identity. Section 10.9 Cultural Resources Objective and Policies of the General Plan (incorporated herein by reference), states that prehistoric cultural resources in the San Francisco Bay Area tend to be located near sources of fresh water, and along the bay or Delta shore. Prehistoric and historical archaeological sites and fossil sites have been recorded in Antioch. The Downtown waterfront is a distinctive on- and off-shore cultural and historic resource containing shipwrecks mapped offshore, and many of the City's most historic buildings. ~~Fiftysix~~Fifty-six Antioch buildings and four monuments to vanished sites are listed on national, state, and local registers of historic properties and landmarks.

The Directory of Properties in the Historic Property Data File (HPD), maintained by the State Office of Historic Preservation, is a master list of all resources that have been evaluated for potential eligibility for State and national registers of historic places. The HPD listing for Antioch, as of February 2001, forms Appendix B of the General Plan. The Antioch Historical Society maintains a separate list of City landmarks. Downtown historic resources are also listed in the General Plan EIR.

## Objectives, Policies, and Programs

**Objective 5.5:** Preserve archaeological, paleontological, and historic resources within the Downtown for the ambiance, cultural benefit, and education of future generations.

Policy 5.5.1: Comply with Section 10.9.2 Cultural Policies of the Antioch General Plan.

Policy 5.5.2: Prior to approval of any planning permit approval or permit for construction, alteration or demolition, an in-depth study/assessment shall be prepared to determine if the site and/or building is a significant cultural and/or historic resource (as defined by CEQA). The study shall be prepared by an archeologist and/or architectural historian or professional that is knowledgeable of cultural and/or historic resources and local, state and federal cultural/historic preservation regulations.

Policy 5.5.3: Development and construction involving alterations, additions, or exterior modifications shall meet the Secretary of the Interior's Standards. The improvements shall also be consistent with the Antioch Design Guidelines.



## 6.0 Public Facilities, Services, and Infrastructure

This Plan anticipates that the Downtown will experience future residential and commercial growth and development. A complete network of public facilities, services, and infrastructure will be necessary to support existing and new residents and businesses. This chapter describes the major utility systems serving the Downtown, and the additional facilities, services and infrastructure that will be required under future potential buildout of this Plan, and includes policies to ensure a high quality environment in the Downtown.

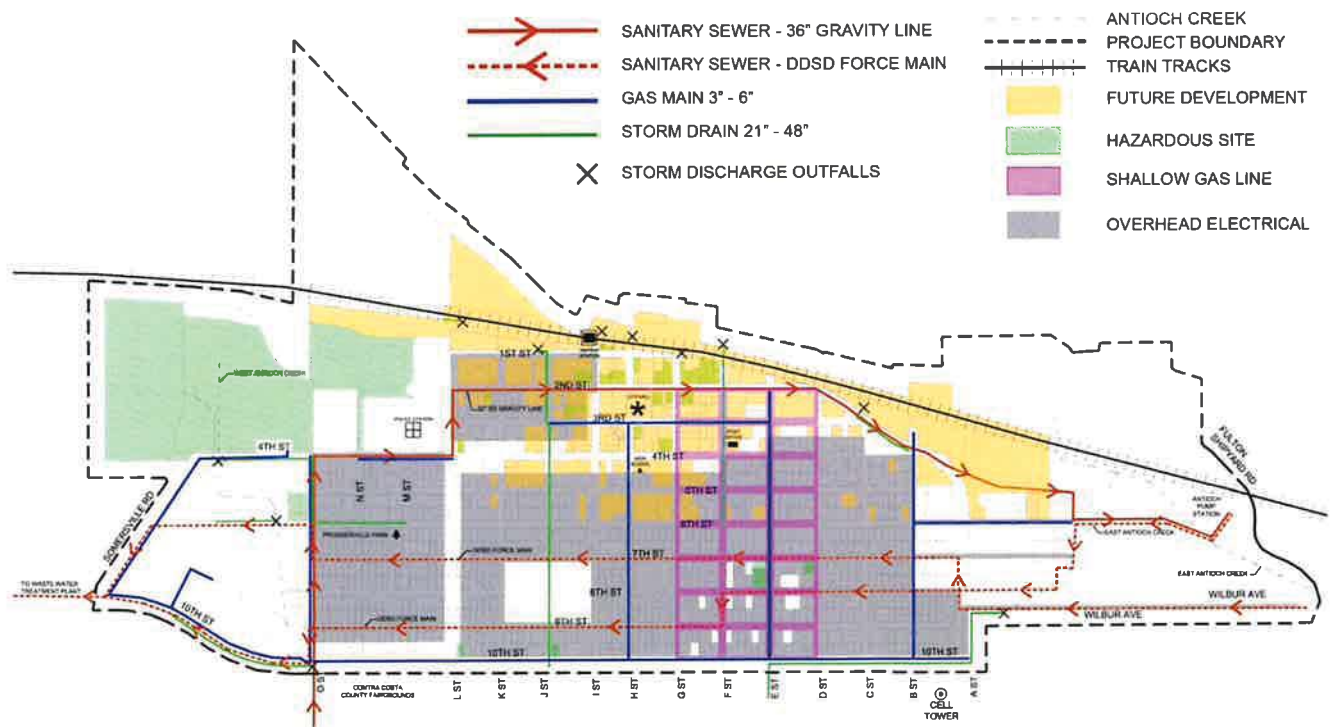
### 6.1 Sanitary Sewer Service

Antioch's Sanitary Sewer system consists of gravity sewer systems, manholes, rodding inlets and other access structures. In addition to the City owned and operated wastewater collection systems, there are several other sewer conveyance facilities that are owned and operated by Delta Diablo (DD). The Downtown includes several gravity lines flowing northerly towards the San Joaquin River, and then predominantly flowing easterly towards the Antioch Pump Station (APS). This area also includes two force mains flowing westerly from the APS to the Waste Water Treatment Plan (WWTP) located west of Antioch, which is owned and operated by DD.

#### Utility System Constraints

Figure 6.1.1 shows utility constraints in the Downtown, including for sewers, as described more fully in Chapter 2.7.2 of the O & C Report.

**Figure 6.1 Summary of Utility Constraints within Downtown**



Following are the key constraint issues identified for Sanitary Sewer Facilities within the Downtown Area:

- The City's Sewer Master Plan indicates that most of the main line pipes were built prior to 1960. Pipes of that vintage may have cement mortar joints. After 1960 sewer pipe joints were primarily rubber compression, with improved leakage protection. The Master Plan identifies leakage from aged pipes combined with the high groundwater table as a possible cause of infiltration and inflow issues. However, the City lacks current information and soils samples regarding sewage leaks due to pipe joints. Consequently, soil sampling within the Downtown may be considered at the time of major new development to help determine if there are any potential leak issues that might need to be addressed.
- The Sewer Master Plan also identifies a segment of the 33-inch sewer main east of the A Street extension as having a negative slope. Negative pipe slope has the potential to create a pressure system in gravity pipes that can reduce system capacity that may need to be improved at the time of major future development and/or significant land use intensification.
- The sewer system has been computer modeled using HYDRA. The Master Plan calls for using unit flow factors to forecast population and land use demands. That methodology will be used to evaluate sewer capacity needs associated with future major development and land use intensification proposals.
- DD has identified potential capacity restrictions in the trunk line from the Wilbur overpass to the Antioch Pump Station located east of Downtown, resulting in: (a) The occurrence of diversions to storage at APS Equivalent Storage Basins (ESB) during peak dry weather flow (PDWF); (b) Overflow at APS ESB during peak wet weather flows (PWWF); and (c) Surge in the collection system. To address the above limitations, DD's Master Plan identifies a phased construction process consisting of the following:
  - Eliminating the Bridgehead gravity lines to APS and connecting FM-1 & FM-2 to AFM-102 via a 24-inch force main. APS operating only on AFM-101 with existing pumps.
  - Upgrade pumps at APS to have capacity equivalent PDWF and optimize use of existing storage at ESB.

## 6.2 Electrical Service

### Existing Conditions

Downtown has streets with overhead power lines and streets that are undergrounded, as shown on the PG&E record maps (and summarized in Figure 6.1.1). The City has previously undergrounded electrical lines on L Street between 10th and 4th Streets, 4th Street, and portions of 3rd Street, 2nd Street and 1st Street. With the exception of L Street, the following streets still have overhead electrical between O and A Streets: 5th; 6th; 7th; 8th; and 9th Streets.

### Electrical System Constraints

1. As shown on the Utility Constraint Map, there remains an island of overhead power lines in the Downtown bounded by L Street, I Street, 1st Street, and 3rd Street. This island of overhead power lines could be funded as a potential underground utility district, under PG&E Rule 20A.
2. The City receives a Rule 20A allocation of \$212,000 per year. The PG&E procedure to process and design a Rule 20A undergrounding project requires approximately 5 years. The City's

Rule 20A funds are estimated to reach nearly \$1,000,000 in 2020. The City also has the option of borrowing 5 years into the future, so there could be significant Rule 20A funding available for a Downtown undergrounding project by 2020.

## 6.3 Water Service

### Existing Conditions

The City owns and operates the water system in Downtown. Water is supplied to the City from via the San Joaquin River through an inlet at the Roger's Point boat ramp, or purchased from the Contra Costa Water District and pumped from the canal.. The water system in the Downtown area is divided into Zones 1 and 2. The Downtown Core is primarily in Zone 1. Zone 2 is the area west of O Street towards Auto Center Drive and the Pittsburg Antioch Highway. Within Zone 1 the pipelines range from 2" diameter to 24" diameter. A 24" ductile iron transmission waterline lies within D Street, and there are 10" and 12" ductile iron, cast iron and asbestos cement waterlines on 4<sup>th</sup> and 6<sup>th</sup> Streets between K Street and O Street. A 12" cast iron pipe loop system encompasses K, 2nd, A, and 9th Streets, with portions of 9th Street being asbestos cement pipe.

### Water System Constraints

Future development within the Downtown could be constrained by available fire flows and pressures in the City water system. The City estimates that pressure readings for Downtown to be about 50 psi. The City does not have current flow readings. Therefore, at the time that future major development or land use intensification is proposed, analysis of water system capacity in that vicinity, with localized fire flow and pressure readings would be needed to confirm fire flow and pressure readings at existing fire hydrants.

## 6.4 Gas Service

### Existing Conditions

As shown in Figure 6.1.1, PG&E gas line service for Zone 3, from Somersville Road to Marie Avenue (West to East) and from the San Joaquin River shoreline to 10th Street (North to South), is via gas mains that vary from 2" through 6" within the Downtown. Gas laterals varying in size from ¼" to 1" serve residential units, and some laterals larger than 1" serve commercial and industrial establishments. The majority of the gas main pipes consist of welded steel pipe with some smaller segments of plastic pipe.

A 6" gas main is located along 10th Street from A Street to E Street, which reduces to a 4" pipe beyond E Street to Somersville Road, and ties back into an existing 6" gas main. There are two 6" gas mains along Somersville road within the Downtown. The 4"- 6" gas main along 10th Street has several 2"- 6" laterals feeding the Downtown. An existing 6" gas main is located along B Street up to 4th Street. An existing 3" line runs along F Street from West 10th to 2nd Street. A 4" gas main on H Street runs to 3rd Street and on O Street up to 4th Street. Several other smaller 2" gas mains are located along other streets.

## Gas Line Constraints

1. In October 2014, it was learned from PG&E that there are shallow and old gas lines in the Downtown. The shallow gas lines shown in Figure 6.1.1 are less than 24" deep in the areas between G Street and D Street, and 2nd Street and 10th Street. City staff has encountered some shallow gas lines in the Downtown during various roadway reconstruction and concrete replacement activities.
2. Any development and/or major expansion or renovation of existing buildings within the vicinity of these shallow lines must address the potential risks associated with rupture and/or leakage, prior to approval of building improvements. Such an effort will draw from information from PG&E regarding their on-going program to replace old gas lines, and examination of the process to increase the priority level for funding of such efforts within the Downtown.

## 6.5 Cellular Service

### Existing Conditions

Per the leased cell tower record drawing for Antioch, dated October 2014, the closest cell tower to the Downtown is at the City Park on 10th and A Streets. This is the only cell tower north of State Route 4.

### Cellular Service Constraints

Cell phone reception in the Downtown is reportedly poor for all carriers, based on Downtown stakeholder input from late 2014. This is in part based on Downtown's location at the edge of the wide San Joaquin River. This limitation, if it continues, could be a disincentive for businesses and residents considering locating within the Downtown. Improvement of service may come with pressure on cell providers from new residents or businesses. Better service could require placement of one or more cell antennas within the area.

## 6.6 Storm Drainage

### Existing Conditions

The City's storm drainage conveyance system is designed to capture, direct, and convey peak storm flows away from buildings, thereby protecting life and property from flood hazards. The mean annual precipitation in Downtown is 13 inches. The drainage flow is primarily from south to north.

As shown in Figure 6.1.1, there are 12 different storm drain systems present, and each system ultimately discharges into the San Joaquin River. Storm drain pipe size varies anywhere from 6" to 72". There are seven different discharge locations into the San Joaquin River, one into the East Antioch Creek, and three into the West Antioch Creek.

### Storm Drainage System Constraints

Future development and reuse of existing buildings within the Downtown Area will be affected by the following storm drain system issues:

1. FEMA's Flood Insurance rate map identifies the majority of the area surrounded by West Antioch Creek between L Street and Somersville Road north of West 10th Street, as designated Flood Zones where base flood elevations will need to be analyzed.
2. At times of heavy rains and high tides, storm drains may overflow onto some industrial parcels. Interviews conducted as part of the public outreach process included reports of flooding on several sites within the Downtown (including developed properties). Additional hydrology/hydraulics information will be requested from at the time of development to analyze storm drain capacity and provide any needed improvements.

## 6.7 Emergency Services

### Antioch Emergency Response Plan

As more fully described in Chapter 11.8, Disaster Response, of the General Plan, and in Chapter 4.5, Geologic and Seismic Hazards, of the General Plan Update EIR (and as incorporated herein by reference), the City's approved 1996 Emergency Plan addresses response to disasters, including but not limited to earthquakes, floods, fires, hazardous spills or leaks, major industrial accidents, major transportation accidents, major storms, airplane crashes, environmental response, civil unrest, and national security emergencies. The plan outlines the general authority, organization, and response actions for City staff in case of disaster. Emergency Operations Centers are maintained by the City at the Police Station and the Water Treatment Plant. The objectives of the plan are to reduce life, injury, and property losses through effective management of emergency forces.

### Objectives, Policies, and Programs

**Objective 6.1:** Continue to successfully provide, maintain and operate infrastructure, public utilities and emergency preparedness that protects life and property, and maintains the quality of life and sustainability of the Downtown.

Policy 6.1.1: Continue efforts to safeguard the quality and availability of water supplies.

Policy 6.1.2: Actively pursue and secure additional water sources and supplies for the City to meet the community's future water needs.

Policy 6.1.3: Implement needed infrastructure improvements at the time of development and/or if and when other funding sources become available.

Policy 6.1.4: To reduce water consumption, require new development to install all standard water conservation fixtures, irrigation and landscaping, and also that they include the use of rainwater harvesting systems, bioswales and rain gardens in planting areas and curb extensions.

Policy 6.1.5: To the extent possible (for projects with substantial landscaping, or where it is cost effective), extend recycled water infrastructure to serve new development areas, require new development to be plumbed to receive recycled water for landscape irrigation, and require that all new and retrofitted water connections to the potable

system use recycled water to the greatest extent feasible for irrigation, provided adequate recycled water can be reliably delivered to the user.

Policy 6.1.6: Support local utility providers in the undergrounding of utilities. Work with PG&E and other public agencies to underground existing overhead utility lines to the extent feasible.

Policy 6.1.7: Refer to the Fire Protection Objective and Policies in Chapter 8.10 of the General Plan.

Policy 6.1.8: Refer to the Police Services Objective and Policies in Chapter 8.11 of the General Plan.

Policy 6.1.9: Refer to the Disaster Response Objective and Policies in Chapter 11.8 of the General Plan

## 6.8 Public Facilities

Public facilities in the Downtown include City Hall, the Police Station, Animal Services, City Corporation Yard, Waldie Plaza, the Marina and Barbara Price Marina Park, Prosserville Park, the Contra Costa County Fairgrounds, the Antioch Unified School District Administration Building, Nick Rodriguez Community Center, and the Senior Center. These facilities provide important services to the community, including administrative and public safety, recreation, and entertainment. Some serve as public meeting places and venues where citizens can communicate face to face with their elected and appointed officials, and City staff.

### Objectives, Policies, and Programs

**Objective 6.2:** Continue to provide, and enhance as necessary, high quality public facilities that facilitate daily operations and services provided by the City to its citizens.

Policy 6.2.1: Develop plans for the improvement of Waldie Plaza as public gathering place, and venue for outdoor entertainment.

Policy 6.2.2: Maintain City Hall in the Downtown as the focal point for citizens to obtain information and City services, and participate in public meetings of the City Council, Boards and Commissions.

Policy 6.2.3: Maintain the Nick Rodriguez Community Center and the Senior Center to provide ongoing social, civic and recreational activities for the public.

Policy 6.2.4: Refer to the School Facilities Objective and Policies in Chapter 8.8 of the General Plan.

Policy 6.2.5: Refer to the Parks and Recreation Objective and Policies in Chapter 8.9 of the General Plan.

## 7.0 Implementation

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While the Downtown Specific Plan is a comprehensive planning, economic development and policy document intended to guide the growth, development and evolution of Downtown Antioch into the future, realizing the full potential of the Plan will require a number of actions on the part of the City, property owners and any developers involved. These efforts include carrying out the regulatory measures as needed, providing infrastructure improvements, and securing any necessary financing. This Chapter details the actions required for the implementation of the Downtown Specific Plan.

### 7.1 General Plan and Zoning Ordinance Amendments

The City must adopt General Plan and Zoning Ordinance amendments to ensure consistency of both with the Downtown Specific Plan, across all three documents, as required by State law.

#### General Plan

The General Plan will need to be amended to reflect the Specific Plan's vision, goals and policies, and recognize the development potential of the Downtown. Concurrent with preparation of this Downtown Specific Plan, the City is also doing a focused update of its General Plan, so that the Specific Plan will be integrated into the ongoing update of the General Plan. The General Plan Update will be presented to the Planning Commission for recommendation of approval to the City Council, and then for approval at a public hearing of the City Council. The City also will need to bring the General Plan Map into conformance with the Specific Plan.

#### Zoning Ordinance

Per State law, the General Plan establishes a general citywide policy framework. The Zoning Ordinance implements the General Plan, and any Specific Plans within the City. The Zoning Ordinance prescribes more detailed land use provisions than the General Plan, but a Specific Plan may provide the same level of land use specificity as the Zoning Ordinance. In addition, the Zoning Ordinance, or a Specific Plan (for a defined area of the City) provide specific development standards, rules, procedures, and performance criteria for land use and development that further define General Plan policies that govern development on individual properties. The Specific Plan (for the defined area of Downtown Antioch) replaces the Zoning code standards, and provides regulations for new and modified land use districts and overlays, use and development standards, and density and intensity limits, consistent with the General Plan, and Chapter 2, Land Use, of the Downtown Specific Plan. The new land use and development standards that are contained in the Specific Plan will need to be incorporated by reference into the Zoning Code, through a public hearing process to amend the Zoning Ordinance. That process involves a public hearing by the Planning Commission, where the Commission considers recommending approval of the amendment to the City Council. Following that hearing, the City Council will conduct a public hearing to consider adoption of the Zoning Ordinance Amendment. The City also will need to bring the Zoning Map into conformance with the Specific Plan.

Until such time as the Zoning Ordinance is updated by adding a reference as described above, development would be in accordance with the land use designations and development regulations outlined in the Specific Plan. Other rules and procedures as established in the Zoning Ordinance would also apply.

## **7.2 Design Guidelines**

Chapter 3, Streetscape and Design Guidelines, of the Downtown Specific Plan, incorporates by reference into the Plan, the City's adopted Design Guidelines. Therefore, no further action is required to implement application of the Design Guidelines into the Plan, or other documents.

## **7.3 Implementation Program and Phasing**

Implementation of the Downtown Specific Plan will require action by several City Departments, including Community Development, Economic Development, Public Works, Parks and Recreation, and Police. Much of the look and feel of the Downtown will evolve through the site planning, architecture, landscaping, improvements and maintenance of new developments and remodels, as provided for in the standards contained in the Specific Plan. However, the City must take the lead in coordinating a number of actions to enable complete implementation of the Plan and its Vision, Goals and Policies. Table 7.1 lays out the programs, responsible parties, and the estimated timeframe/phasing and cost associated with successful implementation of the Plan. Most of the Programs and/or Policies listed below are described in greater detail in the body of the Specific Plan itself, and are listed in this Table in the same order as in the text of the Plan. Estimated costs are included where available; cost estimates are preliminary, and there may be additional costs associated with improvements as streetscape, traffic, and infrastructure plans develop over time. Costs are estimated using symbols ranging from one to three dollar signs (\$) to denote a scale of costs.

**Table 7.1 Implementation and Phasing Plan**

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
<i>Land Use and Planning</i>			
Amend the General Plan Map and text to reflect the land uses, density/intensity standards and policy direction in the Specific Plan.	Community Development	Concurrent with adoption of the Downtown Specific Plan	\$
Amend Zoning Map and Ordinance to conform to the land uses, parking standards, and development standards established in the Specific Plan.	Community Development	Concurrent with adoption of the Downtown Specific Plan	\$
Promote the existence of the new Specific Plan	Community Development, Economic Development	Concurrent with adoption of the Downtown Specific Plan	\$
<i>Mixed Use District (MU)</i>			
2.1.3a: Monitor and update the land use and development standards table to ensure that positive contributing land uses are not excluded	Community Development	Ongoing	N/A
2.1.3b: Explore a program to offer short-term incentives for new business to locate in the Rivertown Mixed Use Historic District	Community Development, Economic Development	Within 1 year	N/A to \$\$
2.1.3c: Enforce building and public nuisance codes for chronically-vacant and under-maintained buildings	Community Development	Ongoing	N/A
2.1.3d: Modify the development impact fee program to eliminate credit for existing floor area for chronically-vacant or abandoned buildings as a means to encourage the reuse or sale of such properties	Community Development	Within 2 years	N/A
2.2.4a: Pursue gap closure of a continuous walkway along historic 1st Street from A Street to L Street	Community Development, Public Works	Within 1-10 years as funding is available, and/or development occurs	\$\$ - \$\$\$

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
2.3.2a: Create a streamlined application process for Downtown festivals and community events	Community Development	Within 1 year	N/A
2.4.3a: Work with local business, community, or historical organizations to develop a cohesive pedestrian, bicycle and motorist directional signage program	Community Development, Public Works	Within 1 – 2 years	\$ - \$\$
2.4.3b: Prioritize street tree plantings and replacements, sidewalk improvements, and pedestrian infrastructure maintenance on the areas of highest pedestrian use, using native plans wherever possible.	Public Works	Ongoing	\$ - \$\$\$
2.4.3c: In the absence of flowing water in the Waldie Plaza water feature, explore alternative decorative uses or treatment of the feature	Public Works	Ongoing	\$ - \$\$
2.4.3d: Study current trash and recycling service methods to identify and deter unsightly and messy trash collection on public sidewalks. Explore construction of recycling receptacles for pedestrians and centralized consolidated trash enclosures to simplify collection and eliminate sidewalk impacts	Community Development, Public Works	Ongoing	\$ - \$\$
2.5.3a: Adopt an ordinance addressing Citywide treatment of historic properties	Community Development	Within 2 – 3 years	N/A
<i>Neighborhood Commercial District (C-N)</i>			
2.8.1a: Support any Downtown Business Association, or similar organization upon its formation	Economic Development, Community Development	At the time of occurrence	N/A
2.9.1a: Enforce Use Permits and ordinances governing current automotive uses to prevent their expansion	Community Development	Ongoing	N/A
2.9.2a: Examine opportunities in industrial or heavy commercial areas	Community Development	Ongoing	N/A

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
to provide adequate lands for automotive uses			
2.10.2a:Pursue modification of the development impact fee program to eliminate credit for existing floor area for chronically-vacant or abandoned buildings as a means to encourage the reuse or sale of such properties	Community Development	Within 1 year	N/A
2.10.2b:Prioritize enforcement using the 'broken window' concept to address minor vandalism, graffiti, and similar quality of life and perception issues	Community Development	Ongoing	N/A
<i>Downtown Residential Districts (MDR &amp; HDR)</i>			
2.11.1a: New residential buildings and alterations will be reviewed by the City to ensure compliance with the Design Guidelines for the Downtown Residential District, in order to address harmony and compatibility with the existing traditional neighborhood and housing styles	Community Development	Ongoing	N/A
2.11.1b: Pursue a formal inventory of street lighting and develop strategies to improve under-lit public areas	Public Works	Within 2 years	\$\$
2.12.3a: Develop an historic preservation ordinance that reflects best practices, encourages preservation and restoration, and is consistent with applicable State and federal laws. Until such ordinance is adopted, the City will apply the Secretary of the Interior's Standards for the Treatment of Historic Properties for all modifications to any structures constructed prior to 1950	Community Development	Within 2 years	N/A
2.13.4a: Inventory vacant parcels and develop a strategy for their development, which must include the potential for abandonment, transfer, or sale	Community Development	Within 2 years	N/A
<i>Commercial - Regional District (C-R)</i>			

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
2.15.1a: For development of sites over 10,000 square feet along W. 6 <sup>th</sup> Street, a comprehensive street and site design must be submitted to demonstrate comprehensive design of landscape, & building setbacks	Community Development	Ongoing	N/A
<i>Waterfront District (WF)</i>			
2.16.3a: Investigate the feasibility of additional building pads within the Marina area	Economic Development, Community Development	Within 2 years	N/A
2.18.2a: Conduct a general site security and access study to examine ways to discourage behavior or trespass that is detrimental to the visitor experience or the natural environment	Police, Community Development	Within 2 years	N/A
<i>Street Improvements</i>			
4.1.1a: Study conversion of 2 way to 4 way stop sign intersections.	Public Works, Community Development, Economic Development	Within 2 years, as staff resources become available	N/A
<i>Internal Circulation</i>			
4.1.1b: Downtown one-way couplets on 2nd and 4th, and 9 <sup>th</sup> and 10th Streets will be studied to determine if they would be beneficial	Public Works, Community Development	At such time as may be appropriate	\$
4.1.1c: Consider street name changes for the A and L Street corridor connections from Hwy. 4 to the Downtown	Public Works, Community Development, Economic Development	Within 1-2 years	\$
4.1.1d: Study wayfinding and other feasible aesthetic or other improvements to A & L Streets, from Hwy. 4 to the Downtown	Public Works, Community Development, Economic Development	Within 2-5 years, as funding becomes available	\$\$\$
<i>Pedestrian &amp; Bicycle</i>			
4.2.1a: Close gaps in sidewalk/wheelchair ramp network	Public Works	Within 1-5 years, as funding	\$\$

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
		becomes available	
4.3.1a: Feasibility of Rivertown to Southeast Antioch bikeway should be analyzed	Public Works, Community Development	Within 1-5 years as funding is available, and/or development occurs	\$-\$\$
4.3.1b: Determine if additional bikeway signs should be added to 9 <sup>th</sup> Street	Community Development, Public Works	Within 1-5 years as funding is available, and/or development occurs	\$\$
4.3.1c: Study improvements for G Street bikeway from 6 <sup>th</sup> Street south	Community Development, Public Works	Within 1-5 years as funding is available, and/or development occurs	\$\$
4.3.2, 4.3.3 & 4.3.4: Ensure provision of bicycle racks, storage & parking, while providing the Downtown Bike Zone is bicycle accessible with needed infrastructure and access prioritized	Community Development, Public Works	Within 1-5 years as funding is available, and/or development occurs	\$\$
<i>Transit</i>			
4.4.1: Improve and facilitate the use of and linkages for multi-modal transit to and from Downtown	Community Development, Public Works, Tri-Delta Transit, BART, Amtrak, potential Ferry	As resources are available and needs arise	\$\$\$
4.4.2: Encourage provision of amenities at Amtrak, eBART and Ferry Stations	Community Development, Public Works, Tri-Delta Transit, BART, Amtrak, potential Ferry	As resources are available and needs arise	\$\$
4.4.3: Coordinate to promote regional transit service to and from Downtown	Community Development, Public Works, Tri-Delta Transit, BART	As resources are available and needs arise	\$\$\$
<i>Parking &amp; TDM</i>			

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
4.5.1: Regularly review parking with merchants and residents to determine if changes are needed	Community Development, Public Works	Ongoing	\$
4.5.2: Limit requirement of on-site parking for commercial uses on constrained Downtown sites	Community Development	Ongoing	N/A
4.5.3: Allow credit for on-street parking, where appropriate	Community Development	Ongoing	N/A
4.5.4: Allow “unbundled parking” for residential development projects	Community Development	Ongoing	N/A
4.5.5: Encourage underground or tuck under parking	Community Development	Ongoing	N/A
4.5.6: Maintain existing on-street parking	Community Development, Public Works	Ongoing	N/A
4.5.7: Work with Tri-Delta Transit and Bart to publicize & incentivize transit use to & from Downtown & for special events	Community Development, Tri-Delta Transit & Bart	Ongoing	N/A
4.5.8: Enable shared parking in new mixed use development	Community Development	Ongoing	N/A
<i>Promote Alternative Transportation</i>			
4.6.1: Consider TDM as Downtown development occurs, including: alternative modes; car sharing; reduce peak hour trips; and promote bicycling	Community Development	Ongoing	N/A
<i>Noise Attenuation</i>			
5.1.1: Require adequate noise attenuation for new residential and noise sensitive uses within 200' of the rail line	Community Development	Ongoing	N/A
5.1.2: Explore the potential benefits and costs of a railroad Quiet Zone	Community Development	Within 2 years	N/A
<i>Hazardous Materials, Flooding, and Air Quality</i>			
5.2.1: Ensure that development within the Downtown undergoes careful assessment to ensure that potential air quality, flood and soil	Community Development	Ongoing	N/A

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
contamination environmental and/or health risks are fully addressed			
5.2.2: For proposed development within 200 feet of the BNSF Railroad line, air quality risk analysis and risk reduction strategies (mitigation), if needed, would have to be considered for any project during environmental review on a case-by-case basis	Community Development	Ongoing	N/A
5.2.3: Require new large commercial projects to prepare a truck loading plan to minimize idling and emissions	Community Development	Ongoing	N/A
5.2.4: Require standard temporary construction air quality mitigation measures	Community Development	Ongoing	N/A
5.2.5: Ensure new projects within the 100 year flood zone, or areas prone to flooding are designed to reduce flood risk	Community Development, Public Works	Ongoing	N/A
5.2.6: Require remediation and clean up of any contaminated sites prior to development	Community Development	Ongoing	N/A
<i>Biological Resources</i>			
5.3.1: Where feasible, allow public access in the form of open space or a multi-use trail along the River	Community Development, Public Works	Within 1 – 10 years	N/A to \$\$\$
5.3.2: Encourage new development to face the River and to promote public access to the Riverfront	Community Development	Immediately	N/A
5.3.3: Require proposed development on sites with special-status species habitat potential (moderate or greater), inventory sensitive resources, and avoid or mitigate impacts	Community Development	Ongoing	N/A
5.3.4: Comply with all applicable Federal, State, CEQA and City regulations and policies for biological resource protection	Community Development	Ongoing	N/A
<i>Seismic Hazards Identification and Mitigation</i>			

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
5.4.1: Comply with General Plan Geology and Seismicity Policies	Community Development	Ongoing	N/A
5.4.2: Explore the potential adoption of a Seismic Hazards Identification and Mitigation Program for URM's	Community Development	Within 1 – 5 years	N/A
5.4.3: Require that all URM's identified by the City post seismic hazard risk signs on the exterior of their building, as required by State law	Community Development	Within 3 months	\$
5.4.4: Provide information to and explore the establishment of incentives for property owners to rehabilitate hazardous URM buildings	Community Development	Within 1 year	N/A to \$\$\$
<i>Cultural and Historic Resources</i>			
5.5.1: Comply with the Cultural Policies of the Antioch General Plan	Community Development	Ongoing	N/A
5.5.2: Prior to approval of permits, construction, alteration or demolition, study/assess if the site and/or building is a significant cultural and/or historic resource	Community Development	Ongoing	N/A
5.5.3: Alterations, additions, or exterior modifications shall meet the Secretary of the Interior's Standards, and Antioch Design Guidelines	Community Development	Ongoing	N/A
<i>Services &amp; Infrastructure</i>			
6.1.1: Continue efforts to safeguard the quality and availability of water supplies	Public Works	Ongoing	N/A
6.1.2: Actively pursue and secure additional water sources and supplies for the City to meet the community's future water needs	Public Works	Ongoing	N/A to \$\$\$
6.1.3: Implement needed infrastructure improvements at the time of development and/or if and when other funding sources become available	Public Works, Community Development	Ongoing	N/A to \$\$\$
6.1.4: Require new development to install water conserving fixtures, irrigation, landscaping, and include	Community Development, Public Works	Ongoing and within 6 months	N/A

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
rainwater harvesting, bioswales and rain gardens			
6.1.5: To the extent possible, (for projects with substantial landscaping, or where it is cost effective) extend recycled water infrastructure to new development areas, require new development be plumbed for recycled water landscape irrigation, and require that new and retrofitted potable system water connections use recycled water to the greatest extent feasible for irrigation, provided adequate recycled water can be reliably delivered to the user	Public Works	Within 1-10 years as funding is available, and/or development occurs	N/A to \$\$\$
6.1.6: Support undergrounding of utilities. Work with PG&E and other agencies to underground existing overhead utility lines to the extent feasible	Public Works	Within 1-10 years as funding is available, and/or development occurs	N/A to \$\$\$
6.1.7: Refer to the Fire Protection Objective and Policies in Chapter 8.10 of the General Plan	Contra Costa County Fire Department	Ongoing	N/A to \$\$\$
6.1.8: Refer to the Police Services Objective and Policies in Chapter 8.11 of the General Plan	Police	Ongoing	N/A to \$\$\$
6.1.9: Refer to the Disaster Response Objective and Policies in Chapter 11.8 of the General Plan	Police	Ongoing	N/A to \$
<i>Public Facilities</i>			
6.2.1: Develop plans for the improvement of Waldie Plaza as public gathering place, and venue for outdoor entertainment	Administration	Ongoing	\$ to \$\$\$
6.2.2: Maintain City Hall in the Downtown as the focal point for City services	Administration	Ongoing	N/A
6.2.3: Maintain the Nick Rodriguez Community Center and Senior Center to provide ongoing social, civic and recreational activities for the public	Parks & Recreation	Ongoing	N/A to \$\$

Programs or Policies	Department/Agency Responsible	Timeframe/ Phasing	Estimated Cost
6.2.4: Refer to the School Facilities Objective and Policies in Chapter 8.8 of the General Plan	School Districts	Ongoing	N/A to \$\$\$
6.2.5: Refer to the Parks and Recreation Objective and Policies in Chapter 8.9 of the General Plan	Parks & Recreation	Ongoing	N/A to \$\$\$

## 7.4 Infrastructure Financing Strategies

There are a number of ways that public agencies can fund the types of improvements that are called for in the DSP, as listed above. However, funding of infrastructure in the Downtown is challenging due to limited funding sources, lingering effects of the recession, the slow rate and small scale of Downtown development, and competing demands for limited resources. Redevelopment tax increment (formerly a major source of infrastructure financing within redevelopment areas) has been eliminated due to changes in State law. Other funding sources shown in Table 7.2 below, include: the Capital Improvement Program; Development Impact Fees; Developer Contributions; Special Assessment Districts; and other Grants and Loans. The choice of the appropriate funding mechanism depends on the nature of the improvement. For instance, development impact fees place the burden on developers (and ultimately the occupant of the home or business being built), but assessment districts place the financial responsibility on existing and new property owners. Capital improvement plan financing spreads the cost city-wide. The City determines who benefits from improvements, then can decide on the best funding sources.

The Plan provides opportunities to consider making Waldie Plaza, pedestrian, bicycle, aesthetic, and wayfinding, and other public improvements. Private development in the Downtown is envisioned to be on a relatively small to moderate scale. Therefore, development impact fees and direct construction of public improvements by developers will also be of a limited scale.

**Table 7.2 Infrastructure Financing – Financing Sources and Strategies**

Project Type	Capital Improvements Fund (General Fund)	Impact Fees	Developer Contributions	Special Assessment Districts	Other Grants & Loans
Streetscape & Pedestrian Improvements	X	X	X	X	X
Bicycle Lanes & Trails	X	X		X	X

Project Type	Capital Improvements Fund (General Fund)	Impact Fees	Developer Contributions	Special Assessment Districts	Other Grants & Loans
Transit Improvements & Access	X			X	X
Streets & Traffic Improvements	X	X		X	X
Utilities & Public Services	X	X	X	X	X
Public Open Spaces	X	X	X	X	X
Parking & TDM		X	X	X	X

Infrastructure obligations not met through developer fees, conditions of project approval, as negotiated through a development agreement, or as environmental mitigation measures, can also be met through impact fees, user fees, and Community Financing Districts (CFDs, Mello Roos Districts, Special Assessment Districts). Each of the funding sources shown in the chart above can be used separately or in combination with others.

### Capital Improvement Program

The 5 year Capital Improvement Program (CIP) 2016 - 2021, was adopted by the City Council on June 14, 2016. The CIP is a discretionary funding plan for the City that describes specific public improvement projects in detail, with schedules and anticipated funding. It includes various City financing sources, including the CIP Fund, Marina Fund, Measure J Fund, Mello Roos Fund, Traffic Signal Fund, Water & Sewer Related Reserve Funds, Gas Tax, General Fund, Park Development, Grants Funds, Development Impact and Park-In-Lieu Fees, and certain outside funding sources. The Planning Commission must review the CIP for consistency with the General Plan, and then make a recommendation to the City Council, which adopts it. The 5 year CIP is designed as a financial and planning document, to assist in coordinated private or public development and construction of necessary public facilities and infrastructure, consistent with City goals and policies.

### Impact Fees

Development Impact Fees and Park In-Lieu Fees have been adopted by the City Council, and became effective in June 2014. These fees are imposed on new development on a one-time basis to cover the cost of capital improvements that are required to serve new growth. Recent projects in or near Downtown, funded by impact fees include Marina Boat Launch and Parking Lot Improvements and Downtown Road Rehabilitation.

### Developer Contributions

Payments may be made by developers in addition to normal impact fees as part of the development review and approval process for specific projects to help fund large projects with

significant capital impacts or needs, or that generate new public service needs. Contributions fund infrastructure and improvements including dedications of right-of-way for streets and utilities, or additional service needs that would be generated by the new development, subject to adoption of a Development Agreement by the City Council, such as for public safety.

### **Special Assessment or Benefit Districts**

Property owners, developers and businesses can cooperate to create special assessment or benefit districts in which they tax themselves (outside the limitations of Proposition 13) or collect fees in order to fund specific benefits, such as landscaping, infrastructure improvements, and parking facilities.

### **Community Facilities District**

The formation of Community Facilities Districts (CFDs) by cities to finance the construction of needed infrastructure is possible through the Mello-Roos Community Facilities Act of 1982. A CFD is allowed to levy additional fees on property tax rolls on land inside the district. This creates a dependable revenue stream that can be used in issuing bonds to pay for new infrastructure. Formation of a CFD requires approval by two-thirds of the District's property owners. However, CFDs are popular among developers as a way to finance improvements they would otherwise have to pay for on their own. Although not planned, the City could seek to create a new Downtown CFD to help pay for future Downtown infrastructure improvements if they are ever needed and are found to be financially feasible.

It is usually good practice to keep total tax rates under a certain level to avoid annual tax hardships on property owners, and to prevent taxes from hindering the willingness of potential buyers of homes, non-residential buildings or vacant land.

### ***Landscape and Lighting District***

The Landscape and Lighting Act of 1972 permits cities to form Landscape and Lighting Districts to finance infrastructure such as the landscaping and lighting of public areas, including in the public right of way, plazas and parks.

### ***Business Improvement District***

Within specified geographic areas, such as Downtown, business and/or property owners may form a Business Improvement District (BID) that would assess them annual fees to fund activities and programs to improve the business environment. Such improvements can include promotions, advertising, marketing, streetscape improvements, security and special events. There has to be a collective willingness to be assessed, and a level of cooperation among the owners of an area forming a BID, to agree on which improvements will be funded by their contributions. Annual BID fees are mandatory for businesses/properties within the BID, once it is established. BIDs are typically used most often in existing retail commercial areas. BIDs are not used for infrastructure funding due to the limited revenue base, and the relatively short-term nature of BIDs that make debt issuance impossible.

### ***Infrastructure Finance District***

Financing entities created to fund regional public facilities and infrastructure are known as Infrastructure Finance Districts (IFDs). Property tax increment revenues can be diverted for 30 years through an IFD to finance highways, transit, water and sewer systems, flood control, child care facilities, libraries, parks, and solid waste facilities. Maintenance, repairs, operating costs, and services cannot be paid for by an IFD. There are no blight findings that have to be made for an IFD, even though it is a tax increment finance tool. The use of IFDs can be limited though, as they require two-thirds approval by voters to form a district and issue bonds.

#### *Parking District and In-Lieu Fee*

Special districts to finance parking improvements, including for land acquisition, construction of parking lots and structures, operating costs, and bonds, may be formed by cities. District formation must be approved by a majority of affected property owners. Many cities offer an option to developers and businesses that cannot provide on-site parking, by establishing a parking in-lieu fee. Funds collected by such a fee are used by the city to acquire land, construct, and/or operate public parking facilities.

The City of Antioch had a Downtown Parking District in the late 1950's that developed plans and constructed public parking lots in the Downtown. In 2013 the City Council approved an Exclusive Parking District Zoning Designation for certain parcels in Rivertown that contain public parking lots, or portions of parking lots. This Zone permitted those parcels to only be used for parking purposes.

## Grants and Loans

### **Community Development Block Grant (CDBG) and HOME Program**

The Community Development Act of 1974 and 1987 created the CDBG Program. Its primary objective is the development of viable communities through the provision of decent housing, a suitable living environment and expansion of economic opportunities primarily for lower income persons. The City of Antioch is an Entitlement City under the U.S. Department of Housing and Urban Development's (HUD) CDBG Program. As such, Antioch receives funding from HUD on an annual basis and is able to provide grants to non-profit and governmental agencies to develop viable urban communities through the provision of services to the low and moderate income community. Programs and services include housing, services to the elderly, disabled, and children, expanded economic opportunities, and public improvements. Additionally, affordable housing developments in the City have been able to utilize funding from the Home Investment Partnership Program (HOME) through Contra Costa County to expand the supply of decent, safe, sanitary, and affordable housing for very-low and low-income households.

CDBG is the primary source of funds for community development and housing programs in the City of Antioch. Program funding is administered through the Community Development Department. To obtain funding, applicant projects and/or programs must meet eligibility requirements and demonstrate that they benefit very low- and low-income persons within the City. CDBG funds can be used for the following activities:

- Acquisition

- Rehabilitation
- Home Buyer Assistance
- Economic Development
- Homeless Assistance
- Public Services
- Public Improvements
- Rent Subsidies (short term)

Contra Costa County and the cities of Antioch, Concord, Pittsburg, and Walnut Creek joined together to form the CDBG and HOME Consortium for purposes of developing consistent training, application, and monitoring processes and for participation in the CDBG and HOME programs. HOME funds, through the Contra Costa County HOME program, may be used for projects to acquire, rehabilitate, and construct housing for lower-income households in the Consortium area. HOME funds can be used for the following activities:

- New Construction
- Acquisition
- Rehabilitation
- Home Buyer Assistance
- Rental Assistance

### **Other Grant Possibilities**

Funding possibilities for improvements in Downtown are limited, and often require matching funds that the City may not currently have available. However, those factors can change over time. Any future proposals for new significant development or infrastructure improvements in the Downtown may provide additional justification and funding leverage for obtaining future grant funding. The City should continue to monitor and pursue financing opportunities from the sources below, as well as others as they arise:

- Some of the past, and future potential grant funding sources include:
- Safe, Accountable, Flexible, Efficient Transportation Equity Act, also known as SAFETEA-LU, a funding source for small neighborhood based projects relating to streetscape improvements and bicycle and pedestrian facilities;
- California Infrastructure and Economic Development Bank (CIEDB), a funding source for low cost financing for infrastructure projects;
- Infrastructure Bonds, Statewide bonds approved by voters for local government improvements to roads, housing and public facilities; and
- Focus Priority Development Areas (PDAs) that are designated by the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC), are eligible for a Technical Assistance Program, and potential MTC One Bay Area grants for projects that have transit accessibility and the potential for revitalization, and the MTC Lifeline Program for low income residents. Downtown Antioch is a designated PDA.

## 8.0 Definitions

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As used in this Downtown Specific Plan, the following terms and phrases shall have the meaning ascribed to them in this section, unless the context in which they are used clearly requires otherwise.

"Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence.

"Accessory residential uses and structures" means any use and/or structure that is customarily a part of, and clearly incidental and secondary to, a residence and does not change the character of the residential use. These uses include the following detached accessory structures, and other similar structures normally associated with a residential use of property: Garages; Gazebos; Greenhouses; Spas and hot tubs; Storage sheds; Studios; Swimming pools; Tennis and other on-site sport courts; Workshops.

Also includes the indoor storage of automobiles (including their incidental restoration and repair), personal recreational vehicles and other personal property, accessory to a residential use. Does not include: accessory dwelling units, which are separately defined, or home satellite dish and other receiving antennas for earth-based TV and radio broadcasts (see "telecommunications facilities").

"Accessory retail uses" means the retail sales of various products (including food) and/or the provision of personal services (e.g., hair cutting, etc.) within a health care, hotel, office, or industrial complex for the purpose of serving employees or customers, and is not visible from public streets. These uses include pharmacies, gift shops, and food service establishments within hospitals; convenience stores and food service establishments within hotel, office and industrial complexes.

"Accessory structure" means a structure that is physically detached from, secondary and incidental to, and commonly associated with the primary structure. For the purposes of this development code, accessory structures and uses include: detached garages, greenhouses, artist's studios, and workshops; hot tubs, jacuzzis, spas, and swimming pools, together with any enclosures; and any other open air enclosures, including gazebos and detached patio covers.

"Accessory use" means a use customarily incidental to, related and clearly subordinate to a principal use established on the same parcel, which does not alter the principal use nor serve property other than the parcel where the principal use is located.

"Adult entertainment businesses" means any business as defined in the Antioch Municipal Code 9-5.203.

"Alcoholic beverage sales" means the retail sale of beer, wine, and/or other alcoholic beverages for on- or off-premise consumption.

"Animal Sales and Grooming" means the retail sale of household pets, including dogs, cats, birds, reptiles, and similar small animals. Also includes the primary or incidental grooming of such animals. Does not include overnight kenneling.

Apartment. See "multi-family dwellings."

"Art, antique, collectible and gift stores" means retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectible items including sports cards and comic books.

"Assembly" means the congregation of people in a single location for a common purpose such as entertainment, religious practice, therapy or counseling service, education, fitness or martial arts classes, or similar activity. "Minor" includes less up to 30 persons ~~and/or occupying 2,000 square feet or less~~. "Major" includes over 30 persons ~~and/or occupying more than 2,000 square feet~~.

"Auto parts sales" means stores that sell new automobile parts, tires, and accessories. May also include minor parts installation (see "~~vehicle services~~auto repair and maintenance"). Does not include tire recapping establishments, which are found under "~~vehicle services~~auto repair and maintenance" or businesses dealing exclusively in used parts, which are included under "recycling—scrap and dismantling yards."

"Auto repair and maintenance" means the repair, alteration, restoration, towing, painting, ~~cleaning (including self-service and attended car washes)~~, or finishing of automobiles, trucks, recreational vehicles, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes the following categories:

1. Major Repair/Body Work. Repair facilities dealing with entire vehicles. These establishments provide towing, collision repair, other body work, and painting services; and also include tire recapping establishments.
2. Minor Maintenance/Repair. Minor facilities specialize in limited aspects of repair and maintenance (e.g., muffler and radiator shops, quick-lube, etc.).

Does not include automobile parking (see "parking facilities or vehicle storage"), repair shops that are part of a vehicle dealership on the same site (see "auto sales and rental," and "recreational vehicle sales and rental"), automobile service stations, which are separately defined, or automobile dismantling yards, which are included under "recycling—scrap and dismantling yards."

"Auto sales and rental" means retail establishments selling and/or renting automobiles, trucks and vans. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. Does not include: the sale of auto parts/accessories separate from a vehicle dealership (see "auto parts sales"); bicycle and moped sales (see "general retail"); mobile home sales (see "mobile home and RV sales"); tire recapping establishments (see "auto repair and maintenance"); businesses dealing exclusively in used parts, (see "recycling — scrap and dismantling yards"); or "service stations," which are separately defined.

"Auto service station" also check against gas station

"Automated teller machines (ATM)" means computerized, self-service machines used by banking customers for financial transactions, including deposits, withdrawals and fund transfers, without contact with financial institution personnel. The machines may be located at or within banks, or in other locations.

Automobile Dismantling Yard. See "recycling—scrap, and dismantling yards."

"Banks and financial services" means financial institutions including: Banks and trust companies; Credit agencies; Holding (but not primarily operating) companies; Lending and thrift institutions; Other investment companies; Securities/commodity contract brokers and dealers; Security and commodity exchanges; Vehicle finance (equity) leasing agencies. See also, "automated teller machine," above.

"Bar" means businesses where alcoholic beverages are sold for on-site consumption, which are not part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages or not provided at all. Bar. See "night clubs and bars."

"Bed and breakfast inns (B&Bs)" means residential structures with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be provided subject to applicable health department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel, and is included under the definition of "hotels and motels." Does not include room rental, which is separately defined (see "rooming and boarding houses/boarding and rooming house").

"Boarding and rooming house" means a building other than a hotel or a bed and breakfast establishment, including on-site accessory structures, with no more than five guest rooms where lodging for two or more persons who are not living as a single household is provided with or without meals for monetary or non-monetary consideration under two or more written or oral agreements or leases for periods of at least 30 days. This does not include licensed alcoholism or drug abuse recovery treatment facilities, licensed residential care facilities, or licensed family foster care homes.

"Boat repair and maintenance" means the repair, alteration, restoration, or maintenance of boats as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use.

"Brewpub" means a very small brewery with a restaurant where the beer it produces is sold in draft form exclusively at its own premises. This operation often sells other supplier's bottled beer, including other hand-crafted or micro-brewed beers as well as wine to patrons for consumption on its premises.

"Building height" means the vertical dimension measured from the average level of the highest and lowest point of that portion of the lot covered by the building to the topmost point of the roof.

"Building material stores" means retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes paint, wallpaper, glass, fixtures. Includes all these stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in "warehousing, wholesaling and distribution." Hardware stores are listed in the definition of "general retail," even if they sell some building materials.

"Business support services" means establishments primarily within buildings, providing other businesses with services including maintenance, repair and service, testing, rental, etc., also includes: Blueprinting; Business equipment repair services (except vehicle repair, see "Vehicle Services"); Commercial art and design (production); Computer-related services (rental, repair); Copying and quick printing services; Equipment rental businesses within buildings (rental yards are "outdoor sales yards"); Film processing laboratories; Heavy equipment repair services where repair occurs on the client site; Janitorial services; Mail advertising services (reproduction and shipping); Outdoor advertising services; Photofinishing; Protective services (other than office related); Soils and materials testing laboratories; Window cleaning.

"Car washes" means permanent, self-service and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes are fund-raising activities, typically conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand, and the duration of the event is limited to one day. [See Section 17.40.030 \(Temporary Use Permits\).](#)

"Caretaker quarters" means a residence that is accessory to a nonresidential primary use of the site, where needed for security, or twenty-four-hour care or supervision.

"Cemetery" means land and structures principally dedicated to the burial of the dead, including mausoleums, columbariums, and related administrative and maintenance facilities.

"Clubs, lodges, and membership meeting halls" means permanent, headquarters-type and meeting facilities for organizations operating on a membership basis for the promotion of the interests of the members, including facilities for: Business associations; Civic, social and fraternal organizations; Labor unions and similar organizations; Political organizations; Professional membership organizations; Other membership organizations.

"Community care facility" means any place or building which is maintained and operated to provide twenty-four-hour non-medical residential care, or day care services for children, adults, or both limited to the following:

1. Residential Care Facility. A home, group care facility, residential care facility for the elderly, foster home, alcohol and/or drug recovery facility, intermediate care facility or similar facility, for twenty-four-hour non-medical care of persons in need of personal services, supervision, or

assistance essential for sustaining the activities of daily living or for the protection of the individual.

2. Family Day Care. Regularly provided care, protection and supervision of children, in the care giver's own home, for periods of less than twenty-four hours per day, while the parents or authorized representatives are away.

a. ~~Small Family Day Care Home, Small. A dwelling which provides licensed care, protection and supervision for eight or fewer children, including children under the age of 10 who reside at the home, for periods of less than 24 hours per day. A home that provides family child care for up to six children, or for up to eight children, including children under age ten who live in the licensee's home, if all of the following conditions are met: i. At least two of the children are at least six years of age. ii. No more than two infants are cared for during any time when more than six children are being cared for. iii. The licensee notifies each parent that the facility is caring for two additional school age children and that there may be up to seven or eight children in the home at one time. iv. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.~~

b. ~~Large Family Day Care Home, Large. A dwelling which provides licensed care, protection and supervision for 9 to 14 children, including children under the age of 10 who reside at the home, for periods of less than 24 hours per day. A home that provides family child care for up to twelve children, or for up to fourteen children, including children under age ten who live in the licensee's home and the assistant provider's children under age ten, if all of the following criteria are met: i. At least two of the children are at least six years of age. ii. No more than three infants are cared for during any time when more than twelve children are being cared for. iii. The licensee notifies each parent that the facility is caring for two additional school age children and that there may be up to thirteen or fourteen children in the home at one time. iv. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.~~

3. Day Care Center. Commercial or non-profit child or adult day care facilities designed and approved to accommodate fifteen or more. Includes infant centers, preschools, extended day care facilities, and facilities for adults who require supervision and care because of advanced age, mental or physical deterioration, dementia, Alzheimer's disease, or similar disabling condition. These may be operated as part of a business, school, or religious facility, or as an independent land use.

"Community centers" means multi-purpose meeting and recreational facilities typically consisting of one or more meeting or multi-purpose rooms, kitchen and/or outdoor barbecue facilities, that are available for use by various groups for activities including meetings, parties, receptions, dances, etc.

~~"Community garden" means a site used for growing plants for food, fiber, herbs, flowers, which is shared and maintained by nearby residents.~~

"Construction/heavy equipment sales and rental" means retail establishments selling or renting heavy construction equipment, including cranes, earth moving equipment, heavy trucks, etc.

"Contractor storage yards" means storage yards operated by, or on behalf of a contractor for storage of large equipment, vehicles, or other materials commonly used in the individual contractor's type of business; storage of scrap materials used for repair and maintenance of contractor's own equipment; and buildings or structures for uses such as offices and repair facilities.

"Convenience stores" means retail stores of generally ~~three thousand five hundred~~ 3,500 square feet or less in gross floor area, which carry a range of merchandise oriented to convenience and travelers' shopping needs.

"Crop production" means commercial agricultural field and orchard uses including production of: Field crops; Flowers and seeds; Fruits; Grains; Grapes; Melons; Ornamental crops; Tree nuts; Trees and sod; Vegetables; Also includes associated crop preparation services and harvesting activities, such as mechanical soil preparation, irrigation system construction, spraying, crop processing and retail sales in the field, including sales sheds.

"Drive-in and drive-thru sales" means facilities where food or other products may be purchased by motorists without leaving their vehicles. These facilities include fast-food restaurants, drive-through coffee, dairy product, photo stores, etc.

"Drive-in and drive-thru services" means facilities where services may be obtained by motorists without leaving their vehicles. These facilities include drive-up bank teller windows, dry cleaners, etc. Does not include: automatic teller machines (ATMs) or automobile service stations, or car washes, which are separately defined.

"Duplex" means a single building on a lot that contains two dwelling units or two single-unit dwellings located on a single lot.  
~~means a residential structure under single ownership containing two dwellings.~~

"Dwelling, dwelling unit, or housing unit" means a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis.

"Electronics equipment manufacturing" means establishments engaged in manufacturing machinery, apparatus, and supplies for the generation, storage, transmission, transformation and use of electrical energy, including: Appliances such as stoves/ovens, refrigerators, freezers, laundry equipment, fans, vacuum cleaners, sewing machines; Aviation instruments; Computers, computer components, and peripherals; Electrical transmission and distribution equipment; Electronic components and accessories, semiconductors, integrated circuits, and related devices; Electronic instruments, components and equipment such as calculators and computers; Electrical welding apparatus; Lighting and wiring equipment such as lamps and fixtures, wiring devices, vehicle lighting; Industrial apparatus; Industrial controls; Instruments for measurement, testing, analysis and control, associated sensors and accessories; Miscellaneous electrical machinery, equipment and supplies such as batteries, X-ray apparatus and tubes, electromedical and electrotherapeutic apparatus, electrical equipment for internal combustion engines; Motors and generators; Optical instruments and lenses; Photographic equipment and supplies; Pre-recorded magnetic tape; Radio and television receiving equipment such as

television and radio sets, phonograph records and surgical, medical and dental instruments, equipment, and supplies; Surveying and drafting instruments; Telephone and telegraph apparatus; Transformers, switch gear and switchboards; Watches and clocks; Does not include testing laboratories (soils, materials testing, etc.) (see "business support services"), or research and development facilities separate from manufacturing (see "research and development").

"Emergency Shelter" means a temporary, short-term residence providing housing with minimal support service for homeless families or individual persons where occupancy is limited to six months or less, as defined in Cal. Health and Safety Code § 50801. Medical assistance, counseling, and meals may be provided.

"Ferry Terminal" means a fixed location for the boarding, departure, or arrival of a ferry service. Includes associated parking, ticket sales, and similar ancillary uses.

"Firearm Sales" means the selling, leasing or transferring of any firearm or firearm ammunition in quantity, in series, in individual transactions, or in any other manner indicative of trade.

"Food and beverage manufacturing" means manufacturing establishments producing or processing foods and beverages for human consumption, and certain related products. Includes: Bakeries; Bottling plants; Breweries; Candy, sugar and confectionery products manufacturing; Catering services separate from stores or restaurants; Coffee roasting; Dairy products manufacturing; Fats and oil product manufacturing; Fruit and vegetable canning, preserving, related processing; Grain mill products and by-products; Meat, poultry, and seafood canning, curing, by product processing; Soft drink production; Miscellaneous food item preparation from raw products. May include tasting and accessory retail sales of beverages produced on site. A tasting facility separate from the manufacturing facility is included under the definition of "~~night clubs and bars~~bar" if alcoholic beverages are tasted, and under "restaurant" if beverages are non-alcoholic. Does not include: Bakeries which sell all products on-site, which are included in the definition of "general retail;" or beer brewing as part of a "brew-pub", or "microbrewery". ~~bar or restaurant (see "night clubs and bars")~~.

"Furniture, furnishings and appliance stores" means stores engaged primarily in selling the following products and related services, including incidental repair services: Computers and computer equipment; Draperies; Floor coverings; Furniture; Glass and chinaware; Home appliances; Home furnishings; Home sound systems; Interior decorating materials and services; Large musical instruments; Lawn furniture; Movable spas and hot tubs; Office furniture; Other household electrical and gas appliances; Outdoor furniture; Refrigerators; Stoves; Televisions.

"Furniture/fixtures manufacturing, cabinet shops" means manufacturers producing: wood and metal household furniture and appliances; bedsprings and mattresses; all types of office furniture and public building furniture and partitions, shelving, lockers and store furniture; and miscellaneous drapery hardware, window blinds and shades. Includes wood and cabinet shops, but not sawmills or planing mills.

"Furniture repair and upholstery shops" means the repair of household or office furniture, including the upholstery of said items.

"Garage, or carport" means parking space and shelter for automobiles or other vehicles, where the size of the parking space complies with the provisions of ~~Chapter 17.32 (Parking and Loading), the Antioch Municipal Code.~~

~~1.1.~~ A garage is an attached or detached accessory structure with a door, enclosed on at least three sides.

2. A carport is an attached or detached accessory structure enclosed on no more than two sides.

"Garage sale" means any sale held for the purpose of selling, trading or otherwise disposing of household furnishings, personal goods or other tangible properties of a resident of the premises on which the sale is conducted in a residential zone.

"Gas station" means a retail business selling gasoline or other motor vehicle fuels, which may also provide services which are incidental to fuel services. These secondary services may include vehicle engine maintenance and repair, towing and trailer rental services. Does not include the storage or repair of wrecked or abandoned vehicles, vehicle painting, body or fender work, or the rental of vehicle storage or parking spaces.

"General retail" means stores and shops selling many lines of merchandise. These stores and lines of merchandise include but may not be limited to: Art galleries; Artists' supplies; Bakeries (all production in support of on-site sales); Bicycles; Books; Cameras and photographic supplies; Clothing and accessories; Collectibles (cards, coins, comics, stamps, etc.); Department stores; Drug and discount stores; Dry goods; Electronics/TV; Fabrics and sewing supplies; Florists and houseplant stores (indoor sales only, outdoor sales are "plant nurseries"); Furniture, home furnishings and equipment; Gift and souvenir shops; General stores; Hardware—no outside storage; Hobby materials; Jewelry; Luggage and leather goods; Musical instruments, parts and accessories; Newsstands; Orthopedic supplies; Pet supplies sales with no animals but fish; Religious goods; Small wares; Specialty shops; Sporting goods and equipment; Stationery; Toys and games; Variety stores;

"Grocery store" means a retail business where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store.

"Guest house" means a detached structure accessory to a single-family dwelling, accommodating living/sleeping quarters, but without kitchen or cooking facilities.

"Handcraft industries, small-scale manufacturing" means establishments manufacturing and/or assembling small products primarily by hand, including jewelry, pottery and other ceramics, as well as small glass and metal art and craft products.

"Health/fitness facilities" means fitness centers, gymnasiums, health and athletic clubs including any of the following: indoor sauna, spa or hot tub facilities; indoor tennis, handball, racquetball, archery and shooting ranges and other indoor sports activities.

"Home occupations" means the conduct of a business within a dwelling unit or residential site, employing occupants of the dwelling, with the business activity being subordinate to the residential use of the property, as governed by the Antioch Municipal Code.

"Hotel or motel" means facilities with guest rooms or suites, provided with or without kitchen facilities, rented to the general public for transient lodging (less than thirty days). Hotels provide access to most guest rooms from an interior walkway, and typically include a variety of services in addition to lodging; for example, restaurants, meeting facilities, personal services, etc. Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

"Indoor amusement/entertainment facilities" means establishments providing indoor amusement and entertainment services for a fee or admission charge, including: Bowling alleys; Coin-operated amusement arcades; Dance halls, ~~clubs and ballrooms~~; Electronic game arcades; Ice skating and roller skating; Pool and billiard rooms as primary uses. Five or more electronic games or coin-operated amusements in any establishment, or a premises where fifty percent or more of the floor area is occupied by amusement devices, are considered an electronic game arcade as described above, three or less machines are not considered a land use separate from the primary use of the site.

"Industrial Manufacturing – Light" means establishments engaged in light industrial activities taking place primarily within enclosed buildings and producing minimal impacts on nearby properties. This classification includes manufacturing finished parts or products primarily from previously prepared materials; micro-breweries where retail sales are clearly incidental and no alcoholic beverages are consumed on-site; commercial laundries and dry cleaning plants; monument works; printing, engraving and publishing; computer and electronic product manufacturing; furniture and related product manufacturing; and industrial services.

"Industrial Manufacturing – Heavy" means manufacturing of products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes operations such as food and beverage processing (excluding animal food manufacturing); production apparel manufacturing; photographic processing plants; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; primary metal manufacturing; fabricated metal product manufacturing; and automotive and heavy equipment manufacturing. This classification does not include recycling or rendering.

"Junkyard" means automobile wrecking yards, any area where junk vehicles are stored, keeping or abandonment of junk, including scrap metal or other scrap materials, or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

Large Family Day Care Home. See "community care facility".

"Laundries and dry cleaning plants" means service establishments engaged primarily in high volume laundry and garment services, including: power laundries (family and commercial); garment pressing and dry cleaning; linen supply; diaper service; industrial laundries; carpet and

upholstery cleaners. Does not include coin-operated laundries or dry cleaning pick-up stores without dry cleaning equipment; see "personal services."

"Libraries and museums" means public or quasi-public facilities including aquariums, arboretums, art galleries and exhibitions, botanical gardens, historic sites and exhibits, libraries, museums, and planetariums, which are typically non-commercial, other than an accessory gift/book shop.

"Live/work facilities" means an integrated housing unit and working space, occupied and utilized by a single household in a structure, either single-family or multi-family, that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes: 1. Complete kitchen space and sanitary facilities in compliance with the California Building Code; and 2. Working space reserved for and regularly used by one or more occupants of the unit.

Lot Coverage. See "site coverage."

"Lot depth" means the average linear distance between the front and the rear lot lines or the intersection of the two side lot lines if there is no rear line. ~~See Figure 7-1 (Lot Features).~~ The director shall determine lot depth for parcels of irregular configuration.

"Lot frontage" means the boundary of a lot adjacent to a public street right-of-way.

"Lot line or property line" means any recorded boundary of a lot. Types of lot lines are as follows ~~(see Figure 7-1 (Lot Features))~~:

1. Front Lot Line. On an interior lot, the property line separating the parcel from the street. The front lot line on a corner lot is the line with the shortest frontage. (If the lot lines of a corner lot are equal in length, the front lot line shall be determined by the director.) On a through lot, both lot lines are front lot lines and the lot is considered to have no rear lot line.

2. Interior Lot Line. Any lot line not abutting a street.

3. Rear Lot Line. A property line that does not intersect the front lot line, which is most distant from and most closely parallel to the front lot line.

4. Side Lot Line. Any lot line that is not a front or rear lot line.

"Lot of record" means a parcel of land held in separate ownership as shown on the county assessors records at the time of the passage of the ordinance codified in this title.

"Lot width" means the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines. ~~See Figure 7-1 (Lot Features).~~ The director shall determine lot width for parcels of irregular shape.

"Low barrier navigation center" means a housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities

while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing."

"Marina" means a dock or basin providing secure moorings for pleasure boats and often offering supply, repair, and other facilities.

"Medical services—clinics, offices, and labs" means facilities primarily engaged in furnishing outpatient medical, mental health, surgical and other personal health services, but which are separate from hospitals, including: Health management organizations (HMOs); Medical and dental laboratories; Medical, dental and psychiatric offices; Out-patient care facilities; Other allied health services. Counseling services by other than medical doctors or psychiatrists are included under "offices."

"Medical services—extended care" means residential facilities providing nursing and health-related care as a primary use with in-patient beds, such as: board and care homes; convalescent and rest homes; extended care facilities; skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under "community care facility".

"Medical services—hospitals" means hospitals and similar facilities engaged primarily in providing diagnostic services, and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses and emergency heliports (see the separate definition of "accessory retail uses").

"Metal Products fabrication, machine and welding shops" means establishments engaged primarily in the assembly of metal parts, including the following uses that produce metal duct work, tanks, towers, cabinets and enclosures, metal doors and gates, and similar products: Blacksmith and welding shops; Sheet metal shops; Machine shops and boiler shops.

"Micro-brewery" means a ~~facility where beer brewed on the premises is sold for on-site consumption~~ small-scale brewery operation that generally produces no more than 15,000 barrels a year. Its beer products are primarily intended for local and/or regional consumption. Typically, these operations are solely dedicated to the production of specialty beers, although some do have a restaurant or pub in their manufacturing plant.

"Mixed ~~use~~ project" means a project which combines both commercial and residential uses, where the residential component is typically located above the commercial. The uses allowed in the mixed use project shall be the same commercial and residential uses allowed in the land use designation in which the subject project is located.

"Mobile home" means a trailer, transportable in one or more sections, that is certified under the National Manufactured Housing Construction and Safety Standards Act of 1974, which is over eight feet in width and forty feet in length, with or without a permanent foundation and not including recreational vehicle, commercial coach or factory-built housing. A mobile home on a permanent foundation is included under the definition of "single-family dwellings."

"Mobile home park" means any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes.

"Mobile home and RV sales" means an establishment where mobile homes and/or Recreation Vehicles (RV) are sold.

"Mortuaries and funeral homes" means funeral homes and parlors, where deceased are prepared for burial or cremation, and funeral services may be conducted.

"Multi-Family dwellings" means a building or a portion of a building used and/or designed as residences for three or more families living independently of each other. Includes: triplexes, fourplexes (buildings under one ownership with three or four dwelling units, respectively, in the same structure) and apartments (five or more units under one ownership in a single building); townhouse development (three or more attached single-family dwellings where no unit is located over another unit); and senior citizen multi-family housing, ~~see also "common interest developments."~~

~~"Night clubs and bars" means businesses where alcoholic beverages are sold for on-site consumption, which are not part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages or not provided at all. May include entertainment (e.g., live music and/or dancing, comedy, etc.). May also include beer brewing as part of a microbrewery, and other beverage tasting facilities.~~

~~"Night club" establishment engaged primarily in offering entertainment to the general public, in the form of music for dancing or live or recorded performances. The establishment may or may not engage in the preparation and retail sale of alcoholic beverages for consumption on the premises. For the purposes of this article, an establishment of a similar nature which caters to, or markets itself predominantly to, persons under twenty-one (21) years of age shall not be construed to be a night club, but rather an "Indoor amusement/entertainment facilities".~~

"Offices". This Specific Plan distinguishes between the following types of office facilities. These do not include: medical offices (see "medical services—clinics, offices, and labs"); or offices that are incidental and accessory to another business or sales activity that is the primary use. Incidental offices that are customarily accessory to another use are allowed as part of an approved primary use.

1. Administrative/Business. Establishments providing direct services to consumers, such as insurance agencies, real estate offices, utility company offices, etc.

2. Government. City, and other local, state, and federal government agency or service facilities. Includes post offices, but not bulk mailing distribution centers, which are under "truck and freight terminals."

3. Production. Office-type facilities occupied by businesses engaged in the production of intellectual property. These uses include: Advertising agencies; Architectural, engineering,

planning and surveying services; Computer software production and programming services; Educational, scientific and research organizations; Media postproduction services; Photography and commercial art studios; Writers and artists offices.

4. Professional. Professional offices including: Accounting, auditing and bookkeeping services; Attorneys; Counseling services; Court reporting services; Data processing services; Detective agencies and similar services; Employment, stenographic, secretarial and word processing services; Literary and talent agencies; Management and public relations services.

5. Temporary. A mobile home, recreational vehicle or modular unit used as a temporary office facility. Temporary offices may include: construction supervision offices on a construction site or off-site construction yard; a temporary on-site real estate office for a development project; or a temporary business office in advance of permanent facility construction.

6. Temporary Real Estate. The temporary use of a dwelling unit within a residential development project as a sales office for the units on the same site, which is converted to residential use at the conclusion of its office use.

"Outdoor recreation facilities" means facilities for various outdoor participant sports and types of recreation, including: Amphitheaters; Amusement and theme parks; Health and athletic club outdoor facilities; Miniature golf courses; Skateboard parks; Stadiums and coliseums; Swim and tennis clubs; Tennis courts; Water slides; Zoos. May also include commercial facilities customarily associated with the above outdoor commercial recreational uses, including bars and restaurants, video game arcades, etc. Does not include parks and playgrounds, which are separately defined.

"Temporary outdoor retail sales" means temporary outdoor retail operations including: Christmas trees, pumpkins or the sale of other seasonal items; Farmers' markets; Food vendors; Semi-annual sales of art/handcrafted items in conjunction with community festivals or art shows; Sidewalk or parking lot sales longer than one weekend; Retail sales from individual vehicles in temporary locations outside the public right-of-way.

"Parking facilities" means service establishments in the business of storing operative cars, trucks, buses, recreational vehicles, and other motor vehicles for clients for a period of less than 24 hours.

"Parks and playgrounds" means public parks, play lots, playgrounds, and athletic fields for non-commercial neighborhood or community use, including tennis courts. See also "outdoor recreation facilities."

"Pawn shops" means indoor retail establishments that accept personal property as collateral for loans, and offer the property for sale to the public.

"Personal services" means establishments providing non-medical services as a primary use, including, but not limited to: Barber and beauty shops; Clothing rental; Dry cleaning pick-up stores with limited equipment; Home electronics and small appliance repair; Laundromats (self-service laundries); Massage (licensed, therapeutic, non-sexual); Psychic readers; Shoe repair

shops; Spas and hot tubs; Tailors; Tanning salons; Tattoo parlors. These uses may also include accessory retail sales of products related to the services provided.

"Plant nurseries and garden supply stores" means commercial agricultural establishments engaged in the production of ornamental plants and other nursery products, grown under cover or outdoors. Includes stores selling these products, nursery stock, lawn and garden supplies, and commercial scale greenhouses. The sale of house plants or other nursery products entirely within a building is also included under "general retail stores." Home greenhouses are included under "accessory residential uses and structures."

"Professional Services" means an establishment which provides to the general public, general business or professional services, including but not limited to, architectural, management, clerical, accounting, legal, consulting, insurance, real estate brokerage, and travel services. It also includes business offices of building, plumbing, electrical, painting, roofing, furnace or pest control contractors, if no storage of equipment or items for wholesale use are located on-site. It may also include incidental accessory storage of office supplies and samples.

"Printing and publishing" means establishments engaged in printing by letterpress, lithography, gravure, screen, offset, or electrostatic (xerographic) copying; and other establishments serving the printing trade such as bookbinding, typesetting, engraving, photoengraving and electrotyping. This use also includes establishments that publish newspapers, books and periodicals; establishments manufacturing business forms and binding devices. Copying and Quick printing services are included in the definition of "business support services."

"Public safety facilities" means facilities operated by public agencies including fire stations, other fire prevention and fire fighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities.

"Public utility facilities" means fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: Corporation and maintenance yards; Electrical substations and switching stations; Natural gas regulating and distribution facilities; Public water system wells, treatment plants and storage; Telephone switching facilities; Wastewater treatment plants, settling ponds and disposal fields. These uses do not include office or customer service centers (classified in "offices"), or equipment and material storage yards.

"Quarry materials storage and processing" means manufacturing facilities for the sorting, grading, and storage of aggregates as construction materials; includes concrete batch plants. A retail ready-mix concrete operation as an incidental use in conjunction with a building materials outlet is defined under "building material stores."

"Recreational vehicle (RV)" means a motor home, travel trailer, truck camper, or camping trailer, with or without motive power, originally designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

1. Contains less than three hundred twenty square feet of internal living room area, excluding built-in equipment, including wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms;
2. Contains four hundred square feet or less of gross area measured at maximum horizontal projections;
3. Is built on a single chassis; and
4. Is either self-propelled, truck-mounted, or permanently towable on the highways without a towing permit.

"Recreational vehicle park" means a site where one or more lots are used, or are intended to be used, by campers with recreational vehicles or tents. Recreational vehicle parks may include public restrooms, water, sewer, and electric hookups to each lot and are intended as a higher density, more intensively developed use than campgrounds. May include accessory retail uses where they are clearly incidental and intended to serve RV park patrons only.

"Recyclable material" means reusable domestic containers and other materials which can be reconstituted, re-manufactured, or reused in an altered form, including glass, metals, paper and plastic. Recyclable material does not include refuse or hazardous materials (see "recycling facilities" below).

"Recycling facilities" means this land use type includes a variety of facilities involved with the collection, sorting and processing of recyclable materials.

1. Small Collection Facility. A facility occupying an area of five hundred square feet or less where the public may donate, redeem or sell recyclable materials, which may include the following, where allowed by the applicable zoning district: a. ~~Reverse Vending Machine(s). An automated mechanical device which accepts at least one or more types of empty beverage containers and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value, as determined by State law. These vending machines may accept aluminum cans, glass and plastic bottles, and other containers.~~ b. Mobile Recycling Unit. An automobile, truck, trailer, or van used for the collection of recyclable materials, carrying bins, boxes, or other containers. ~~b.c.~~ Bulk reverse vending machine is a reverse vending machine that is larger than fifty square feet, is designed to accept more than one container at a time, and issues a cash refund based on total weight instead of by container. ~~c.d.~~ Kiosk-type units which may include permanent structures.

~~2.~~ 2. Large Collection Facility. A facility which occupies an area of more than five hundred square feet and/or include permanent structures which may include the following: a. Processing Facility. A structure or enclosed space used for the collection and processing of recyclable materials for shipment, or to an end-user's specifications, by such means as baling, briquetting, cleaning, compacting, crushing, flattening, grinding, mechanical sorting, re-manufacturing and shredding. Processing facilities include the following types, both of which are included under the definition of "recycling-scrap and dismantling yards," below: i. Light processing facility occupies an area of under forty-five thousand square feet of collection, processing and storage area, and averages two outbound truck shipments each day. Light processing facilities are

limited to baling, briquetting, compacting, crushing, grinding, shredding and sorting of source separated recyclable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact, or bale ferrous metals other than food and beverage containers; and ii. A heavy processing facility is any processing facility other than a light processing facility.

3. Reverse Vending Machine(s). An automated mechanical device which accepts at least one or more types of empty beverage containers and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value, as determined by State law. These vending machines may accept aluminum cans, glass and plastic bottles, and other containers. b.

4.3. Scrap and Dismantling Yards. Outdoor establishments primarily engaged in assembling, breaking up, sorting, and the temporary storage and distribution of recyclable or reusable scrap and waste materials, including auto wreckers engaged in dismantling automobiles for scrap, and the incidental wholesale or retail sales of parts from those vehicles. Includes light and heavy processing facilities for recycling (see the definitions above). Does not include: places where these activities are conducted entirely within buildings; pawn shops, and other secondhand stores; the sale of operative used cars; or landfills or other waste disposal sites.

~~"Religious facilities" means facilities operated by religious organizations for worship, or the promotion of religious activities, including churches, mosques, synagogues, temples, etc.; and accessory uses on the same site, including living quarters for ministers and staff, child day care facilities and religious schools where authorized by the same type of land use permit required for the religious facility itself. May also include fund-raising sales, bazaars, dinners, parties, or other outdoor events on the same site. Other establishments maintained by religious organizations, including as full-time educational institutions, hospitals and other potentially-related operations (for example, a recreational camp) are classified according to their respective activities.~~

"Research and development (R&D)" means indoor facilities for scientific research, and the design, development and testing of electrical, electronic, magnetic, optical and mechanical components in advance of product manufacturing, that are not associated with a manufacturing facility on the same site. Includes pharmaceutical, chemical and biotechnology research and development. Does not include computer software companies (see "offices—production"), soils and other materials testing laboratories (see "business support services"), or medical laboratories (see "medical services—clinics, offices, and laboratories").

Residential Care Home. See "community care facility".

~~"Residential project" means a housing development at one location including all units for which permits have been applied for or approved within a twelve-month period, intended and designed for permanent occupancy, including but not limited to single-family dwellings, duplexes, triplexes, fourplexes, apartments, multiple-dwelling structures, or group of dwellings, condominium development, townhouse development, cooperative, or land division.~~

~~"Residential shelters" means facilities for the temporary shelter and feeding of indigents or disaster victims, operated by a public or non-profit agency.~~

"Restaurant" means a retail business selling ready-to-eat food for on- or off-premise consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premise consumption, and establishments where most customers are served food at tables for on-premise consumption, but may include providing food for take-out. Also includes coffee houses. Includes incidental alcohol sales only as a bona fide public eating place, as defined by the Department of Alcoholic Beverage Control. Possession of an alcoholic sales license type not requiring food service constitutes a Night Club, Microbrewery, or ~~or a~~ Bar, as defined separately.

~~"Secondary dwelling unit" an additional living unit on a lot within a single family zone. A second unit is a self-contained unit with separate kitchen, living and sleeping facilities. A second unit can be created by (a) altering a single family dwelling to establish a separate unit or (b) adding a separate unit onto an existing dwelling.~~

"Setback" means the distance by which the wall of a structure, parking area or other development feature must be separated from a lot line, other structure or development feature, or street centerline. Setbacks from private streets are measured from the edge of the easement to the wall of the structure. ~~See also "yard." Figure 7-2 (Setbacks) shows the location of front, side, street side and rear setbacks. Figure 7-3 (Flag Lot Setbacks) below, shows the location of front yard setbacks for flag lots.~~

"Single-family dwelling" means a building designed for and/or occupied exclusively by one family. Also includes factory-built, modular housing units, constructed in compliance with the California Building Code, and mobile homes/manufactured housing on permanent foundations. May include the rental of rooms within a dwelling also occupied by the property owner or a primary tenant.

"Site Coverage" means the ratio of the building footprint to the size of the parcel or building site, expressed as a percentage.

~~Storage, Indoor.~~ "Indoor storage" means the storage of various materials entirely within a structure, as the primary use of the structure. Includes personal storage facilities (mini-storage), which are structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand. The storage of materials accessory and incidental to a primary use is not considered a land use separate from the primary use.

"Storage, Outdoor" means the storage of various materials outside of a structure other than fencing, either as an accessory or principal use.

"Studios for art, dance, music, photography, etc." means small scale facilities, typically accommodating one group of students at a time, in no more than one instructional space. Larger facilities are included under the definition of "schools—specialized education and training." These include facilities for: individual and group instruction and training in the arts; production

rehearsal; photography, and the processing of photographs produced only by users of the studio facilities; martial arts training studios; gymnastics instruction, and aerobics and gymnastics studios with no other fitness facilities or equipment.

"Supportive housing" means as defined in Health and Safety Code § 50675.14(b) and/or Health and Safety Code § 53260(d): dwelling units with no limit on length of stay and that are linked to onsite or offsite services that assist supportive housing residents in retaining the housing, improving their health status, and maximizing their ability to live and, where possible, work in the community. SUPPORTIVE HOUSING may be provided in a multiple-unit structure or group residential facility.

~~means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supporting housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing is treated the same as a residential use in a residential zone.~~

"Telecommunications facilities" means public, commercial and private electromagnetic and photoelectrical transmission, broadcast, repeater and receiving stations for radio, television, telegraph, telephone, data network, and wireless communications, including commercial earth stations for satellite-based communications. Includes antennas, commercial satellite dish antennas, and equipment buildings. Does not include telephone, telegraph and cable television transmission facilities utilizing hard-wired or direct cable connections (see "utility infrastructure").

"Temporary structure" means a structure without any foundation or footings, and which is removed when the designated time period, activity, or use for which the temporary structure was erected has ceased.

"Temporary use" means a use of land that is designed, operated and occupies a site for a limited period of time, typically less than twelve months.

"Tobacco retailer" means any establishment that sells tobacco products as defined in the Antioch Municipal Code.

"Transitional housing" means dwelling units with a limited length of stay that are operated under a program requiring recirculation to another program recipient at some future point in time. Transitional housing may be designated for homeless or recently homeless individuals or families transitioning to permanent housing as defined in Cal. Health and Safety Code § 50675.2(h). Facilities may be linked to onsite or offsite supportive services designed to help residents gain skills needed to live independently. Transitional housing may be provided in a variety of residential housing types (e.g. multiple-unit dwelling, single-room occupancy, group residential, single-family dwelling). This classification includes domestic violence shelters. Transitional housing does not include community reentry center or half-way housing for federal or state inmates nearing release and does not include any facility licensed as a community care facility by the California State Department of Social Services (SDSS) or defined as such in this chapter.

~~means building configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be~~

~~no less than six months. Transitional housing is treated the same as a residential use in a residential zone.~~

"Truck and freight terminals" means this land use consists of transportation establishments furnishing services incidental to air, motor freight, and rail transportation including: Freight forwarding services; Freight terminal facilities; Joint terminal and service facilities; Packing, crating, inspection and weighing services; Postal service bulk mailing distribution centers; Transportation arrangement services; Trucking facilities, including transfer and storage. These uses do not include office or customer service centers (classified in "offices"), or equipment and material storage yards.

"Vehicle storage" means service establishments in the business of storing operative or inoperative cars, trucks, buses, recreational vehicles, and other motor vehicles for clients for a period of more than 24 hours, whether indoors or outdoors. Does not include dismantling yards

"Veterinary clinics, animal hospitals, kennels" means office and indoor medical treatment facilities used by veterinarians, including large and small animal veterinary clinics, and animal hospitals. Kennels and boarding operations are commercial facilities for the keeping, boarding or maintaining of four or more dogs four months of age or older, or four or more cats, except for dogs or cats in pet shops.

"Warehouse retail" means retail stores that emphasize the packaging and sale of products in large quantities or volumes, some at discounted prices, where products are typically displayed in their original shipping containers. Sites and buildings are usually large and industrial in character. Patrons may be required to pay membership fees.

"Warehouses, Wholesaling and Distribution". These facilities include:

1. Warehouses. Facilities for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include: warehouse, storage or mini-storage facilities offered for rent or lease to the general public (see "storage—indoor"); warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see "wholesaling and distribution"); or terminal facilities for handling freight (see "vehicle and freight terminals").

2. Wholesaling and Distribution. Establishments engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. Includes such establishments as: Agents, merchandise or commodity brokers, and commission merchants; Assemblers, buyers and associations engaged in the cooperative marketing of farm products; Merchant wholesalers; Stores primarily selling electrical, plumbing, heating and air conditioning supplies and equipment.

## 9.0 Appendices

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The following documents are published under separate cover. Appendix A contains the Design Guidelines for the Downtown, and Appendix B provides background information. The Design Guidelines are herein incorporated into the Downtown Specific Plan by reference. The Existing Conditions: Opportunities and Constraints Report is a background reference document.

### **Appendix A – Design Guidelines**

### **Appendix B – Existing Conditions: Opportunities and Constraints Report**

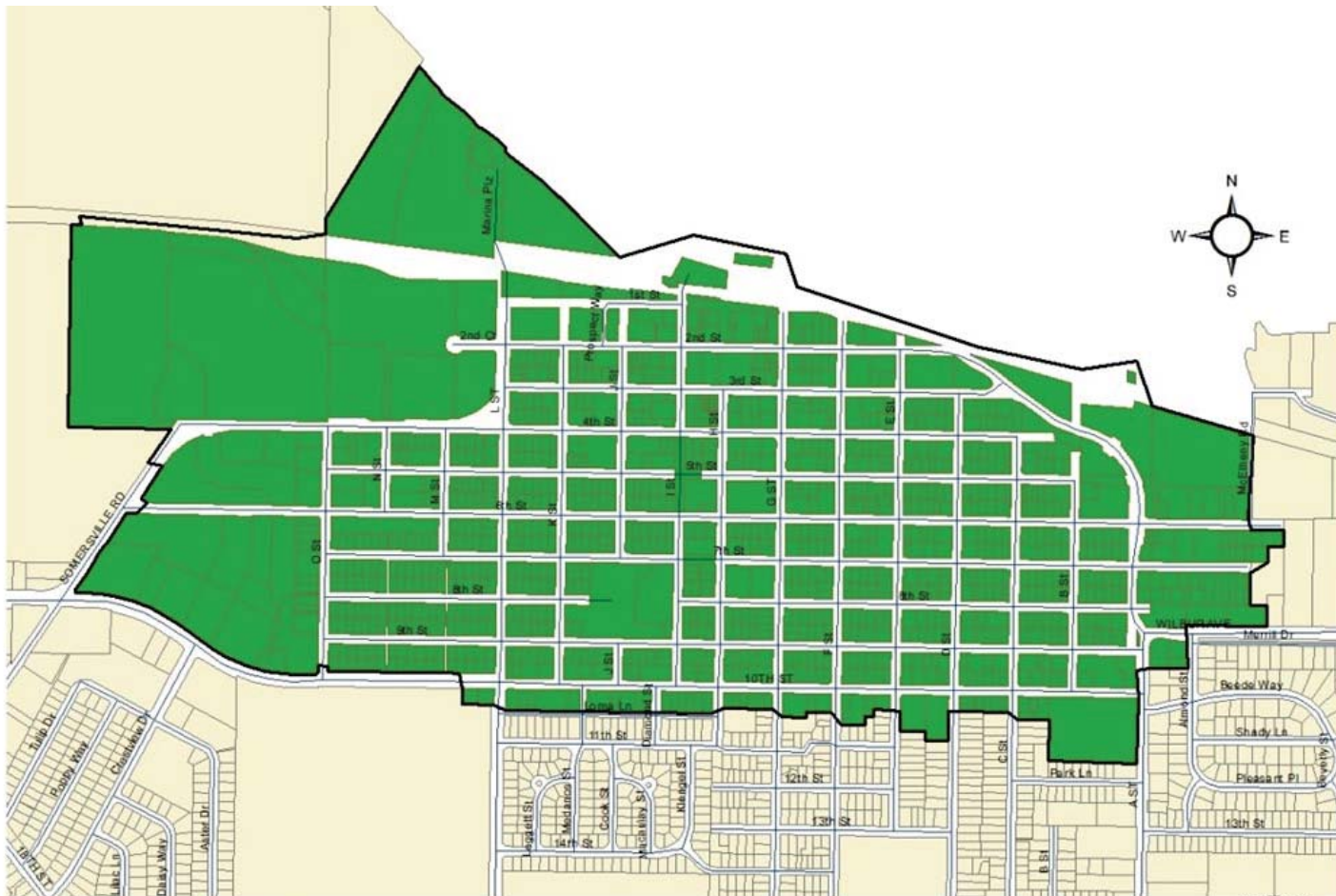


# Downtown Specific Plan Update LA2024-0004

Planning Commission

November 12, 2024

# Downtown Specific Plan Area



Downtown Specific Plan  
Planning Boundaries



# Downtown Specific Plan Text Amendments

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## **Purpose of updating the DTSP**

- There are areas of confusion that can be easily clarified through minor edits
- Update definitions according to state law
- Easing ongoing implementation and opportunities for development

## **Key Amendments**

- Reorganization of the land use table in alphabetical order
- Definitions have been updated to align with state law
- Added in missing definitions
- Adjusted development standards to add clarity, and take a step toward enabling missing middle housing

# Opportunity Sites and Blending Land Use Designations

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## **Opportunity Sites**

- Opportunity Sites review process has been amended to add clarity to the redevelopment process by allowing a Planned Development rezone or rezone to another established designation.

## **Blending Land Use Designation**

- Amendments proposed to clarify blended land use designation language and allow more opportunities for vacant properties to be occupied.

# Housing Element Compliance

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- **Housing Law Updates:**

- AB 2162 - was passed on September 26, 2018, and requires that supportive housing be a permitted use without discretionary review in zones where multi-family and mixed uses are permitted, including nonresidential zones permitting multi-family uses.
- AB 101 – was passed on October 8, 2021, and established requirements for local jurisdictions to allow low barrier navigation centers as a by-right use in mixed-use and nonresidential zoning districts which permit multi-family development.
- Missing Middle Housing – Review the development standards to provide diverse housing options along a spectrum of affordability, including duplexes and fourplexes.

- **Updated Definitions**

- The proposed amendments update the definition of transitional housing to align with the City of Antioch's Municipal Code, which was updated during the Housing Element adoption in 2023.

# Recommendation

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Adopt a resolution to adopt text amendments to the City of Antioch's Downtown Specific Plan (DTSP) to enable missing middle housing, correct mistakes, and provide more clarity in certain sections.

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# Questions?




## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

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

**APPROVED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Resolutions Appropriating Expenditures for Encumbrances and Project Budgets Outstanding to the 2024/25 Fiscal Year Budget and Approving Other Amendments to the 2024/25 Fiscal Year Budget

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the following resolutions:

1. Resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2024/25 fiscal year budget and approving other amendments to the 2024/25 fiscal year budget.
2. Resolution of the City Council of the City of Antioch approving amendments to the 2023/24 and 2024/25 fiscal year budgets for items considered at the meeting of November 12, 2024.

### **FISCAL IMPACT**

Funds were committed and available in the prior fiscal year to pay for encumbrances and project budgets outstanding (Attachment A, Exhibits A & B). This action will carry forward those unspent funds and any related reimbursements into the current fiscal year. Other items requiring amendments are outlined in Exhibits C to Attachment A.

### **DISCUSSION**

The City has closed the fiscal year 2023/24 year end. As a result, the following fiscal year 2024/25 budget amendments are requested for the General Fund, as well as other City funds:

- Encumbrances are commitments (purchase orders) related to not yet completed contracts or purchases of goods or services. Encumbrances outstanding on June 30, 2024 are reported as assignments of fund balance since they do not constitute expenditures or liabilities and must be re-appropriated in the 2024/25 fiscal year

budget. This action affords the appropriate authorization to complete the payment for these prior commitments (Attachment A - Exhibit A).

- Certain projects appropriated in the 2023/24 budget were not complete, and thus require the remaining budget to be carried forward into the 2024/25 budget to pay for remaining project expenditures (Attachment A - Exhibit B).
- Other budget items reflect changes to the fiscal year 2025 budget needed. Refer to Exhibit C included with the resolution (Attachment A).
- Departments are requesting several new items for consideration this evening. Attachment B is a resolution to approve those items, if any, that the City Council approves this evening.

### **Fiscal Year 2023/24 Unaudited Closing Numbers**

Fiscal Year 2023/24 closed on June 30, 2024. The City is currently undergoing its year end independent financial statement audit. Revenues exceeded expenditures by \$8,862,934, however, \$5,358,842 of this “excess” is from encumbrances and project budgets unspent as of June 30<sup>th</sup> being rolled over into FY25 (refer to Exhibits A & B) for a realized net surplus of \$3,504,092. This amount is being set aside in the Budget Stabilization Fund at June 30, 2024, leaving a General Fund reserve balance of \$43,258,769 and a balance in the Budget Stabilization Fund of \$41,131,470 as of June 30, 2024. An analysis of revenue and expenditure variances is provided below.

### **FY2024 Revenues - \$2,371,877 higher than projected**

One contributing factor to net revenues higher than projected of \$2.37M is due to the City’s required implementation of GASB 96 accounting pronouncement for subscription-based technology agreements. Under this pronouncement, the City must recognize software subscriptions as a liability for the full amount to be paid over the term of the agreement. For accounting purposes, the General Fund had to recognize “Financing Proceeds” of \$623,990 with a corresponding offset in expenditures for these software agreements (a net zero impact to the General Fund). This revenue and expenditure were recognized in the Police Department for Police Department software. As a result, revenues are inflated, with actual revenues exceeding budget by \$1,747,887.

Of this “realized” amount, the major contributing factor was \$1.36M in additional interest income than projected due to the high interest rate environment of the City’s investment portfolio. The remaining increase was due to various miscellaneous revenue streams.

### **FY2024 Expenditures - \$11,726,745 less than projected**

Removing the impact of GASB 96, as mentioned in the prior paragraph, actual expenditures were \$11.7M less than projected. The major contributing factors to expenditures lower than projected are:

- \$495,779 less in operating subsidy than projected to the Animal Shelter.
- \$4,866,210 in salary savings from all unfilled positions. \$1,311,759 represents non- Police salary savings, which the City Council will need to allocate to one-time projects and/or unfunded liabilities per the City’s one-time revenue policy. The appropriation has been included in the budget amendments in Exhibit C to Attachment A.

- \$620,445 in purchase orders on June 30, 2024 that are not yet spent. The carry forward of the budgets for these is included in the budget amendments in Exhibit A to Attachment A.
- \$2,823,325 in project budgets outstanding as of June 30, 2024 not yet entirely spent. The carryforward of the budgets for these is included in the budget amendments in Exhibit B to Attachment A.
- \$1,154,946 in CIP budgets that were unspent and re-budgeted/carried forward to FY25 with adoption of the 5-year capital budget.
- \$760,126 of budgets for previous one-time revenues and Youth Network Services rolled over to FY25 with prior budget actions approved by City Council.
- Approximately \$670,000 unspent paving, building materials and other contractual services in the Streets division.
- Approximately \$500,000 unspent for Economic Development.

#### **Other Budget Amendments for Fiscal Year 2025**

Exhibit C to Attachment A includes other budget amendments needed for the General Fund and other funds of the City. The purpose of the amendments is outlined in the attachments but a few to highlight are:

- \$1,311,759 added in FY25 General Fund expenditures for one-time revenue monies to be allocated to one-time projects and/or unfunded liabilities.
- \$435,000 reduction in sales tax revenue based on the latest projections from the City's sales tax consultant.
- The City previously committed \$550,000 in General Fund monies as a match for the Bicycle Garden project, which was transferred to the Capital Improvement ("CIP") Fund in 2023. Staff has determined that Parks Development Impact Fees collected by the City are eligible to be used as match. Amendments in Exhibit C reflect returning the \$550,000 to the General Fund from the CIP Fund and adding a transfer of \$1,000,000 from the Parks Development Impact Fee fund to the CIP Fund for project matching funds required.
- The Loss Control Internal Service Fund budget amendment reflects funding of a Risk Management Specialist position verses a Risk Manager. This newly created position will be focused on safety mitigation and training for City employees. Workers' compensation duties handled by the Risk Manager position will be re-allocated to other Human Resources staff. This results in budget savings of \$63,042 in FY25. A job classification and salary schedule will be brought back to Council at a future meeting.
- Consolidation of the Senior Bus Special Revenue Fund into the Recreation Special Revenue Fund. The fund was initially established for grant accounting when the City owned and operated its own senior buses and received grants from Tri-Delta Transit for this purpose. As the City has not operated its own buses for years, nor receives grants for such purposes anymore requiring a separate accounting, the fund is being consolidated into the Recreation Fund.

### **Budget Summary**

The next table reflects fiscal year 2023/24 unaudited closing numbers, and revised fiscal year 2024/25 budget figures incorporating the amendments in this report included as Exhibits A, B, and C to Attachment A. The 2023/24 column is labeled unaudited until the audit is officially concluded as there could be minor updates.

**Budget Summary Table**

	<b>2023-24 Unaudited</b>	<b>2024-25 Revised</b>
<b>Beginning Balance, July 1</b>	<b>\$37,899,927</b>	<b>\$43,258,769</b>
<b>Revenue Source:</b>		
Taxes	56,968,926	58,966,803
1% Sales Tax	20,160,685	20,594,826
Licenses & Permits	3,062,809	2,809,040
Fines & Penalties	28,504	75,100
Investment Income & Rentals	3,221,639	1,175,000
Revenue from Other Agencies	956,863	188,615
Current Service Charges	5,091,257	5,103,902
Other Revenue	3,646,377	540,629
Transfers In	4,672,942	7,426,288
<b>Total Revenue</b>	<b>97,810,002</b>	<b>96,880,203</b>
<b>Expenditures:</b>		
Legislative & Administrative	5,540,047	7,235,084
Finance	1,742,869	2,286,301
Nondepartmental	8,236,174	8,097,690
Public Works	12,469,321	16,496,459
Police Services	47,779,516	56,188,679
Police Services-Animal Support	1,702,199	2,372,047
Recreation/Community Svs.	4,476,937	5,105,433
Pub. Safety & Community Resources	1,694,419	2,900,025
Community Development	5,305,586	8,503,505
<b>Total Expenditures</b>	<b>88,947,068</b>	<b>109,185,223</b>
<b>Budget Stabilization Transfer</b>	<b>(3,504,092)</b>	<b>4,617,143</b>
<b>Surplus/(Deficit)</b>	<b>5,358,842</b>	<b>(7,687,877)</b>
<b>Ending Balance, June 30</b>	<b>\$43,258,769</b>	<b>\$35,570,892</b>
Committed-Comp. Absences	149,936	150,000
Committed-Litigation Reserve	0	500,000
Committed-Comm. Dev. Fees	1,138,711	257,882
Assigned – Encumbrances & Projects	5,358,842	0
<b>Unassigned Fund Balance</b>	<b>\$36,611,280</b>	<b>\$34,663,010</b>
<b>Percentage of Revenue</b>	<b>37.43%</b>	<b>35.78%</b>

General Fund reserves in each fiscal year are in compliance with the City's reserve policy. \$3,504,092 in surplus funds at June 30, 2024 were transferred to the Budget Stabilization Fund, leaving a remaining excess of \$5,358,842 left in reserves (shown as Assigned in

the table above) for the encumbrances and other budget carryover items to be re-appropriated to FY25.

Fiscal year 2025 reflects a \$7,687,877 deficit with the existing budgeted transfer in from the Budget Stabilization Fund. \$5,358,842 of this deficit is attributable to the encumbrances and other budget items being rolled over, leaving a true additional deficit of \$2,329,035. Due to the fact that the next two-year budget cycle preparation will begin early next year, no budget amendment is included to adjust the Budget Stabilization Fund transfer at this time as it will be evaluated during the full budget process.

### **Additional Budget Items for Consideration**

Additional items for budget consideration are listed below:

#### **1) City Manager's Office**

- Fund one (1) additional Assistant City Manager ("ACM") position to bring the total to two (2) funded ACM positions. The ACM is requested at this time to assist with the increased areas of need within both administration and operations in the City. An additional ACM will partner with the City Manager to address and attend to a broad range of activities, to include handling high-level managerial and operational matters. This includes providing general strategic and administrative direction to add another layer of support and resources to the departments- to include assisting in planning, directing, and reviewing the administrative activities and operations of the City, implementing, updating, and streamlining City policies and procedures, leading and/or participating in major process improvement initiatives, carrying out special projects for the City Manager, and coordinating assigned activities with other City departments and outside agencies. Key areas for the ACM will include working with the City Manager on overarching initiatives including organizational development, department support, employee appreciation, employee relations and development, community engagement, strategic communications, and customer service. Too, the ACM will assist with high level policy priorities and policy implementation and will work with the City Manager to provide data driven and data informed recommendations specifically for Council-issued initiatives that reside in the City Manager's Office, including researching, analyzing, and creating reports/findings. The estimated annual salary and benefit cost of the position at Step E is \$425,494, with the budget impact and amendment required for 6 months of \$212,747.

#### **2) One-Time Revenue Spending**

At the close of FY24, there was \$1,311,759 in non-police salary savings considered "one-time revenues" under current City policy. The \$1.31M is already included in the non-departmental expenditure total in the budget summary table on page 4. Some suggestions for use of the funds for one-time projects include:

1. Allocate to much needed repairs, maintenance and updates of the City's aging Police Department facility.

2. Allocate to unfunded liabilities.
3. Water Park repairs.

### 3) ARPA

With calendar year end fast approaching, staff has done a review of the status of spending of ARPA funds for approved projects. As a reminder, funds need to be obligated (under contract) or spent by December 31, 2024. The following are the approved projects and spending status:

Project	Budget	Spent thru 10/31/24	Unobligated Amount	Will Remain Unspent	Notes
AQCRT	\$5,700,000	\$2,849,013	\$0	\$0	
Hotel Lease	2,317,239	1,872,508	0	(25,713)	(A)
Housing Support Services	3,382,761	2,102,025	0	0	
Small Business Grants	1,000,000	430,726	511,774	312,500	(B)
Small Business Support	1,500,000	51,992	186,250	186,250	(C)
MAP	625,000	407,409	217,591	0	(D)
PSCR Building	2,517,841	1,873,131	644,710	(E)	(E)
Wi-Fi	130,000	0	0	0	
Prewett Fence	500,000	352,083	86,958	86,958	(F)
Meals on Wheels	25,000	25,000	0	0	
EBRCS	480,000	475,581	0	4,419	(G)
Concrete Work	560,000	0	560,000	0	(H)
Government Services	2,813,059	2,813,059	0	0	
<b>TOTALS</b>	<b>\$21,550,900</b>	<b>\$13,252,527</b>	<b>\$1,647,283</b>	<b>\$564,414</b>	

The obligated amount is the total executed contract or purchase order amount and/or spent to date if no contract or purchase order.

In a review of allocations and spending to date, it appears there will be funds \$564,414 remaining, with potentially \$644,710 additional that City Council needs to discuss. Refer to notes below:

- (A) The hotel lease may have a shortfall of approximately \$25,713 in the budget depending on the pro-rated amount that will be due in the final month of operation in April 2025. It is recommended to allocate the shortfall amount from the unobligated Small Business Support budget to the hotel lease.
- (B) Economic Development staff have consolidated the original allocation of \$500,000 for Façade Improvement Grants into Small Business Grants as there were not enough property owners within the Qualified Census Tract that were interested or qualified for the funds and funds can be used for grants in other categories, including facade. It is anticipated that \$312,500 of the unobligated amount will remain unspent and should be re-allocated.
- (C) \$186,250 unobligated balance for Small Business Support will not be spent and needs to be re-programmed. As outlined in (A), \$25,713 should be allocated to the hotel lease, which would leave a remaining unobligated balance of \$160,537 for consideration.

- (D) Although funds are currently unobligated, a contract is in the process of being reviewed and executed and thus will be obligated by 12/31/24.
- (E) Purchase of the property at 800 W. 2<sup>nd</sup> Street was completed on October 29<sup>th</sup>. Remaining funds are intended for rehabilitation/modification/set up of the building prior to City staff moving in. Staff will be working on trying to get funds obligated prior to the deadline, however, if unable, recommend Council direct use for government services.
- (F) \$86,958 will remain unspent of the budget allocated for perimeter fence work at the Water Park.
- (G) \$500,000 was initially allocated for the purchase of replacement EBRCS radios for the Police Department. The actual purchase price came in less by \$24,419. \$20,000 of this balance was approved to be re-allocated to the Wi-Fi project on October 22, 2024, thus leaving \$4,419 unspent. Although this is obligated by an encumbrance, the amount is not enough to purchase another radio and Council should consider how to utilize this remaining balance for another purpose.
- (H) This work is currently out to bid and will be obligated by 12/31/24.

If the City is unable to obligate or spend remaining funds by the December 31<sup>st</sup> deadline, the funds will need to be returned to the Treasury. In order to ensure the City will not lose funds, it is recommended City Council approve transferring any remaining unobligated funds that exist as of December 31<sup>st</sup> to the General Fund to pay for FY25 government services incurred through December 31<sup>st</sup> so that the City utilizes all funds for eligible activities. The resolution in Attachment B contains language authorizing this use as an added insurance policy for the City that all funds are used.

In addition, cumulative interest earnings in the ARPA fund are \$668,301.78 as of June 30<sup>th</sup>. ARPA guidelines state that interest earnings on funds are not subject to program restrictions and are not required to be remitted to the Treasury. It is recommended that City Council approve transferring interest earnings (through June 30<sup>th</sup> and FY25 earnings) to the Capital Improvement Fund and appropriate the funds for remodeling and furnishing use at the Public Safety and Community Resources building recently purchased in the event that remaining ARPA funds for the building are unable to be obligated by the December 31<sup>st</sup> deadline. Council can always repurpose the funds should the City be able to obligate the ARPA funds by the deadline.

## **ATTACHMENTS**

- A.** Resolution Appropriating Expenditures for Encumbrances and Project Budgets Outstanding as of June 30, 2024 to the 2024/25 Fiscal Year and Approving Other Amendments to the 2024/25 Fiscal Year Budget
  - Exhibit A to Resolution – Encumbrances to Reappropriate
  - Exhibit B to Resolution – Project Budget Carryovers
  - Exhibit C to Resolution – Other Budget Amendments for Fiscal Year 2025
- B.** Resolution Approving Amendments to the 2024/25 Fiscal Year Budget as Approved on November 12, 2024
  - Exhibit A to Resolution – Budget Amendments Approved (to be added)

# ATTACHMENT A

## RESOLUTION NO. 2024/\*\*

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING ON JUNE 30, 2024 TO THE 2024/25 FISCAL YEAR BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2024/25 FISCAL YEAR BUDGET**

**WHEREAS**, a number of encumbrances have been reflected in the accounting system to reserve funds that were encumbered in the 2023/24 fiscal year budget, but are currently unexpended and are required to be re-appropriated to the 2024/25 fiscal year;

**WHEREAS**, project budgets outstanding as of June 30, 2024 need to be re-appropriated; and

**WHEREAS**, other amendments to the 2024/25 fiscal year budget are required;

**NOW, THEREFORE, BE IT RESOLVED**, that the appropriations of new expenditures to the 2024/25 fiscal year budget for encumbrances and projects outstanding on June 30, 2024 and revisions to the 2024/25 fiscal year budget, as specified in Exhibits A, B, and C, incorporated herein by reference, are hereby approved and the budget shall be deemed to be so amended.

\* \* \* \* \*

**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 November 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**EXHIBIT A**  
**ENCUMBRANCES ON JUNE 30, 2024 TO REAPPROPRIATE**

Fund/Department	Account Description	PO Number	Vendor	Appropriation Request
<b>GENERAL FUND:</b>				
Finance	Supplies	P240508	Allsteel Inc	\$ 3,861
Finance	Maintenance Contracts	P240060	Superion LLC	7,910
City Manager	Contracts Professional	P240463	Shield Protection and Public Safety	25,673
City Manager	Contracts Professional	P240486	Ashini Kantak	4,980
Community Development	Contracts Professional	P240311	EAN Services LLC	44,752
Community Development	Contracts Professional	P240427	Data Ticket	18,099
Community Development	Contracts Professional	P220312	Tyler Technologies	23,343
Community Development	Contracts Professional	P210466	4Leaf Inc	29,713
Community Development	Contracts Professional	P210418	Placeworks Inc	57,441
Community Development	Copier	P240444	UBEO Business Services	2,879
Community Development	Contracts Professional	P240377	Hillcrest Chevron	3,376
Police Department	Safety Materials	P240412	LC Action Police Supply	8,729
Police Department	Furniture & Equipment	P240568	Nicholas K Corporation	49,969
Police Department	Contracts Professional	P240469	Smarsch Inc	12,608
Police Department	Training	P240473	Cole Pro Media LLC	32,000
Police Department	Parts & Service	P240570	Systems and Space Inc	49,990
Police Department	Safety Materials	P240564	Proforce Law Enforcement	24,000
Police Department	Contracts Professional	P240377	Hillcrest Chevron	13,122
Public Works	Contracts Professional	P240537	Westside Landscape and Concrete	3,117
Public Works	Contracts Professional	P240377	Hillcrest Chevron	4,910
Public Works	Furniture & Equipment	P240549	Nicholas K Corporation	108,095
Public Works	Furniture & Equipment	P240374	Sam Clar Office Furniture	8,598
Public Works	Contracts Professional	P230325	Swarco McCain Inc	2,000
Public Works	Contracts Professional	P220360	Indigo Hammond	65,645
Public Works	Contracts Professional	P210262	RMS Design	15,635
<b>Total General Fund</b>				<b>\$ 620,446</b>
<b>RECREATION FUND:</b>				
Recreation	Furniture & Equipment	P240462	Musson Theatrical Inc	\$ 17,405
				<b>\$ 17,405</b>
<b>CIVIC ARTS FUND:</b>				
Recreation	Contracts Professional	P240509	DPH Sound and Lighting	\$ 17,110
<b>Total Civic Arts Fund</b>				<b>\$ 17,110</b>
<b>CALVIP FUND:</b>				
PSCR	Contracts Professional	P240270	Evident Change	\$ 53,825
PSCR	Contracts Professional	P230578	Community Initiatives	158,405
<b>Total Information Services Fund</b>				<b>\$ 212,230</b>
<b>INFORMATION SERVICES FUND:</b>				
Information Services	Computer Equipment	P240205	AMS Dot Net Inc	\$ 2,783
Information Services	Maintenance Contracts	P240431	Insight Public Sector	2,500
Information Services	Computer Equipment	P240492	AMS Dot Net Inc	5,100
Public Works	Contracts Professional	P240484	Gina Borrelli	31,797
Public Works	Maintenance Contracts	P240237	ESRI Inc	50,000
Information Services	Contracts Professional	P240559	Carahsoft Technology Corp	35,400
<b>Total Information Services Fund</b>				<b>\$ 127,580</b>
<b>VEHICLE MAINTENANCE FUND:</b>				
Public Works	Furniture & Equipment	P240374	Sam Clar Office Furniture	\$ 8,523
Public Works	Contracts Professional	P230405	Frontier Energy Inc	41,486
<b>Total Vehicle Replacement Fund</b>				<b>\$ 50,009</b>
<b>SLLMF FUNDS:</b>				
Public Works	Contracts Professional	P240537	Westside Landscape and Concrete	\$ 165,980
<b>Total Solid Waste Fund</b>				<b>\$ 165,980</b>
<b>CFD 2018-01 PUBLIC SERVICES FUND:</b>				
Public Works	Contracts Professional	P240537	Westside Landscape and Concrete	\$ 663
<b>Total Solid Waste Fund</b>				<b>\$ 663</b>
<b>WATER FUND:</b>				
Public Works	Furniture & Equipment	P240550	Nicholas K Corporation	\$ 85,052
Public Works	Furniture & Equipment	P240488	Allsteel Inc	7,372
Public Works	Furniture & Equipment	P240374	Sam Clar Office Furniture	38,625
Public Works	Parts & Service	P240433	CSI Services Inc	13,950
Public Works	Contracts Professional	P240537	Westside Landscape and Concrete	10,303
Public Works	Contracts Professional	P240377	Hillcrest Chevron	3,376
Public Works	Contracts Professional	P240493	Clean Lakes Inc	134,774
Public Works	Contracts Professional	P190239	Gualco Group Inc	33,829
Public Works	Contracts Professional	P240227	MWH Laboratories	19,738
<b>Total Water Fund</b>				<b>\$ 347,019</b>
<b>SEWER FUND:</b>				
Public Works	Contracts Professional	P180681	Woodard and Curran	\$ 152,992
Public Works	Furniture & Equipment	P240488	Allsteel Inc	7,372
Public Works	Contracts Professional	P240377	Hillcrest Chevron	1,688
Public Works	Contracts Professional	P240185	Advanced Trenchless Inc	455,916
Public Works	Contracts Professional	P240422	Thomas C Pavletic	11,640
<b>Total Sewer Fund</b>				<b>\$ 629,608</b>
<b>MARINA FUND:</b>				
Public Works	Contracts Professional	P240374	Sam Clar Office Furniture	\$ 9,510
Public Works	Contracts Professional	P240558	Shields Harper and Co	23,710
				<b>\$ 33,220</b>
<b>Grand Total Encumbrances</b>				<b>\$ 2,008,039</b>

**EXHIBIT B**  
**PROJECT/OTHER BUDGET CARRYOVERS FROM JUNE 30, 2024**

<b>Description</b>	<b>FY24 Budget</b>	<b>FY24 Expenditures</b>	<b>Balance to Carryover to FY25</b>	<b>Funding Source</b>
Police Vehicle/Equipment/Supplies/Training	\$ 2,330,381	\$ 1,202,075	\$ 1,128,306	General Fund
Public Works Vehicle Replacements & Equipment	144,618	130,327	14,291	General Fund
4th of July Celebration (July 2024)	47,958	-	47,958	General Fund
Homeless Services	296,247	110,888	185,359	General Fund
Translation Services - PSCR Dept.	7,200	-	7,200	General Fund
Streets Division Road Repairs/Signs/Striping	221,053	132,182	88,871	General Fund
Facilities Upgrades, Maintenance and Repairs	1,205,809	683,521	522,288	General Fund
Landscape & Parks Renovations and Repairs	2,508,459	1,679,407	829,052	General Fund
ARPA Projects	6,577,658	3,081,655	3,496,003	ARPA Fund
Animal Services UC Davis Grant Expenditures	59,500	-	59,500	Animal Services Fund
PW/Sewer Vehicles, Equipment & Repairs	708,831	89,389	619,442	Sewer Fund
CCWD Water Purchases	859,899	-	859,899	Water Fund
PW/Water Vehicle, Equipment & Supply Purchases	2,231,378	1,635,825	595,553	Water Fund
Erosion control, Trash Capture & Creek Cleanups	650,000	342,316	307,684	NPDES Fund
Dock Assessment, Maintenance, Fuel Island	349,573	169,007	180,566	Marina Fund
Vehicle Purchases	3,905,318	1,261,522	2,643,796	Vehicle Replacement Fund
GIS Software	617,528	243,517	374,011	Information Systems Fund
Vehicle Repairs & Equipment	537,832	295,226	242,606	Vehicle Maintenance Fund
Economic Development Programs	25,861	-	25,861	RDA Fund
Landscape Enhancements, Maintenance & Repairs	3,376,430	1,502,594	1,873,836	SLLMD Funds

**EXHIBIT C  
OTHER BUDGET AMENDMENTS - FY25**

<b>Fund/Account</b>	<b>FY25 Budget</b>	<b>FY25 Amendment</b>	<b>FY25 Revised Budget (A)</b>	<b>Purpose</b>
<b>General Fund:</b>				
Taxes	\$79,996,629	(\$435,000)	\$79,561,629	Reduce sales tax projections
Other	527,784	12,845	540,629	Increase miscellaneous revenue projections
Transfers In	7,426,288	550,000	7,976,288	Return of match funds for Bicycle Garden
<b>Total General Fund Revenue</b>		<b>127,845</b>		
Nondepartmental	6,737,973	1,311,759	8,049,732	One-time revenue spending budget
Recreation/Community Services	5,076,028	49,405	5,125,433	Increase subsidy for Recreation Fund budget amendments
<b>Total General Fund Expense</b>		<b>1,361,164</b>		
<b>Recreation Fund:</b>				
Revenues	2,408,891	12,000	2,420,891	Consolidate balance of Senior Bus Fund
Expenses	7,379,654	32,000	7,411,654	Needed lighting & flooring repairs/Consolidate Senior Bus Fund
Transfer In - Senior Bus	7,700	37,697	45,397	Consolidate balance of Senior Bus Fund
Transfer In - Gen Fund	4,502,375	49,405	4,551,780	Increase subsidy for Recreation Fund budget amendments
<b>Senior Bus Fund:</b>				
Revenues	6,100	(5,562)	538	Consolidate balance into Recreation Fund
Expenses	21,469	(21,113)	356	Consolidate balance into Recreation Fund
Transfer Out - Recreation Fund	7,700	37,697	45,397	Consolidate balance into Recreation Fund
<b>ARPA Fund:</b>				
Revenues	4,065,925	10,682,170	14,748,095	Rollover ARPA revenues remaining from FY24 to FY25/Interest
<b>SB1186 Disability Access Fund:</b>				
Expenditures	231	10,000	10,231	Add CASP training budget
<b>Opioid Settlement - Abatements Fund:</b>				
Revenues	0	124,008	124,008	Establish fund for other opioid abatements to be received
<b>Opioid Settlement - McKinsey Fund:</b>				
Revenues	0	5,446	5,446	Establish fund for other opioid funds to be received
<b>SLLMD Funds:</b>				
Transfers In	2,609,965	228,906	2,838,871	Increase transfers between SLLMD Zones for budget carryovers
Transfers Out	900,077	228,906	1,128,983	Increase transfers between SLLMD Zones for budget carryovers
<b>Capital Improvement Fund:</b>				
Transfers In	1,333,271	1,000,000	2,333,271	Transfer from Parks Dev. Impact. For Bicycle Garden match
Transfers Out	0	550,000	550,000	Return General Fund monies for Bicycle Garden, now impact fees
<b>Development Impact Fee - Parks:</b>				
Transfers Out	0	1,000,000	1,000,000	Transfer to Bicycle Gard project for City match
<b>Loss Control Fund:</b>				
Expenses	3,737,042	(63,042)	3,674,000	Reduce salary & benefit costs - Risk Management Specialist
<b>Solid Waste Fund:</b>				
Revenues	386,000	169,788	555,788	SB1383 Grant Funds & related grant expenditures
Expenses	453,104	169,788	622,892	SB1383 Grant Funds & related grant expenditures
<b>Housing Successor Fund:</b>				
Transfers Out	0	2,832	2,832	Transfer CALPFA funds to new fund
<b>Community Benefit Programs Fund:</b>				
Revenues	0	2,100	2,100	Current year CALPFA funds received/interest projection
Expenses	0	50	50	Cash management expense
Transfers In	0	2,832	2,832	Transfer prior CALPFA funds to new fund
<b>Califorina Volunteers Grant Fund:</b>				
Revenues	0	270,068	270,068	Establish fund for PSCR Dept grant received
Expenses	0	270,068	270,068	Establish fund for PSCR Dept grant received

(A) Revised Budget Excludes any Purchase Order and Budget Carryovers in Exhibits A and B

ATTACHMENT B

RESOLUTION NO. 2024/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AMENDMENTS TO THE 2024/25 FISCAL YEAR BUDGET FOR THOSE BUDGET ITEMS UNDER CONSIDERATION AND APPROVED ON NOVEMBER 12, 2024**

**WHEREAS**, the City Council of the City of Antioch has considered budget items as presented by the City's Finance Director in the staff report of November 12, 2024 entitled, "Resolutions Appropriating Expenditures for Encumbrances and Project Budgets Outstanding to the 2024/25 Fiscal Year Budget and Approving Other Amendments to the 2024/25 Fiscal Year Budget";

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the amendments to the fiscal year 2024/25 budget discussed and approved at the City Council meeting of November 12, 2024 incorporated by references and attached hereto as Exhibit A **[TO BE DETERMINED AND ATTACHED]**, including the following items for American Rescue Plan Funds ("ARPA"):

1. Interest earnings in the ARPA Special Revenue Fund will be transferred to the Capital Improvement Fund to be used for the Public Safety and Community Resources building.
2. Unobligated ARPA funds remaining as of December 31, 2024 will be transferred to the General Fund on December 31, 2024 to be use for FY25 government services incurred through December 31, 2024 as allowed by Treasury regulations.

· \* \* \* \* \*

**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 November 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Patrick Wentz, Interim Police Captain

**APPROVED BY:** Brian Addington, Interim Chief of Police

**SUBJECT:** Violence Reduction Initiative – Overtime Increase for Certain Current Antioch Police Department Employees

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the Chief of Police to pay double the standard hourly wage ("double-time") to Antioch Police Department Sergeants, Corporals, Officers, Community Service Officers, and Dispatch personnel for working extra shifts in designated areas of the City to reduce violence (**Attachment A**).

### **FISCAL IMPACT**

At the regular meeting on October 8, 2024, the City Council adopted Resolution No. 2024/146 approving an allocation of up to \$500,000 from the City's General Fund or other available funding sources to pay for officers from regional municipalities to support this initiative. Funding for double-time would be included in the \$500,000 previously approved.

### **DISCUSSION**

The City of Antioch has experienced a troubling increase in violent crime within specific areas over the past 90 days, particularly shootings and assaults. Without swift action, there is the risk of further escalation, compromising public safety and impacting residents' overall quality of life.

During the regular City Council meeting on October 8, 2024, the Council approved an allocation of up to \$500,000 from the City's General Fund or other available funding sources for the Violence Reduction Initiative. Thus, the Council made an immediate commitment to address this urgent public safety concern, providing relief to affected neighborhoods and restoring a sense of security.

As part of the approved initiative, the Council authorized the City Manager to enter into agreements with neighboring municipalities to pay them \$200 per hour to have their officers work extra shifts within designated areas. This authorization is due to low staffing levels within the Antioch Police Department (“APD”), which currently needs more personnel to handle the police workload (including call volume and investigative efforts), while also dedicating resources to crime-reduction efforts. Agreements are currently being drafted and reviewed.

The October 8, 2024, proposal to the City Council included the request of double-time pay, which is twice the standard rate of pay, for essential and eligible current sworn APD employees to participate in the initiative. These employees include Sergeants and Corporals. Upon further evaluation of the proposal, the request is being expanded to include the non-sworn positions of Community Service Officers, and Dispatch personnel. Current employees’ involvement in the initiative is essential due to their intimate knowledge of the City and the high-crime areas. The Council did not approve this portion of the initiative and wanted additional information to be brought back for further discussion. At this time Officers are required to work 7.5 hours of mandatory overtime monthly. The department’s staffing numbers are increasing weekly, so mandatory overtime has been reduced. There is a department-wide planned shift change scheduled in early January 2025 which will eliminate mandatory overtime.

The initiative's effectiveness relies on boosting police visibility in these areas to deter criminal activity and reassure the community. By approving double-time pay for current APD employees, the City ensures a robust police presence without compromising routine law enforcement responsibilities. Regular-duty Officers will continue to handle daily calls, while Officers on overtime shifts will focus exclusively on visibility and crime-reduction efforts, free from routine assignments.

Current APD employees bring invaluable familiarity with the City’s unique problem areas, which is crucial for preemptively addressing violent incidents. Their collective experience and knowledge position them as a critical resource for enacting crime-reduction strategies tailored explicitly to Antioch’s challenges.

While the department’s staffing levels are gradually increasing, immediate action is essential to bridge current resource gaps. Double-time pay will allow the City to draw upon the experience and knowledge of our existing personnel to provide focused crime deterrence, even as the department advances long-term solutions with planned staffing increases and shift adjustments. While we anticipate some help from outside agencies based on the approved initiative, we cannot solely rely on outside agencies to provide adequate coverage.

The Chief of Police or his designee would manage the scheduling for this overtime opportunity. Determining factors for scheduling employees include staff participation during their days off, not working overtime after an entire shift, and ensuring staff have ample rest before these activities occur. APD employees working their regular shifts will handle the daily calls for service. In contrast, the APD employees who work these overtime shifts will focus on maintaining a highly visible police presence and conducting crime-reduction efforts in the designated areas without being assigned to routine police

matters. The increased presence of law enforcement is expected to deter criminal activity and improve public safety in these areas.

### **ALTERNATIVES**

The City Council may choose to:

1. Approve the recommended action as proposed.
2. Modify the proposed initiative.
3. Decline the proposal and seek alternative solutions to address violence in the city.

### **ATTACHMENTS**

A. Resolution

**ATTACHMENT “A”**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE VIOLENCE REDUCTION INITIATIVE**

**WHEREAS**, the City of Antioch is committed to reducing violence and ensuring the safety of its residents;

**WHEREAS**, at the regular meeting on October 8, 2024, the City Council adopted Resolution No. 2024/146 approving \$500,000 from the City’s General Fund or other available funding sources to fund this violence reduction initiative;

**WHEREAS**, the City Council recognizes current Antioch Police Department employees bring invaluable familiarity with the City’s unique problem areas, which is crucial for preemptively addressing violent incidents; and

**WHEREAS**, the City Council recognizes double-time pay for essential and eligible current Antioch Police Department employees to participate in the initiative is a vital and key component to implementing violence reduction initiatives.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Chief of Police to pay double the standard hourly wage (“double-time”) to Antioch Police Department Sergeants, Corporals, Officers, Community Service Officers, and Dispatch personnel for working extra shifts in designated areas of the City to reduce violence.

\* \* \* \* \*

**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 November 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** November 12, 2024

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

**SUBMITTED BY:** Jazmin Ridley, Unhoused Resident Coordinator

**APPROVED BY:** Tasha Johnson, Public Safety & Community Resources Director *TJ*

**SUBJECT:** Resolution Accepting a Department of Housing and Community Development Division of Housing Policy Development (HCD) Encampment Resolution Funding (ERF) Award of \$6,812,686.

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution accepting the Department of Housing and Community Development Division of Housing Policy Development (HCD) Encampment Resolution Funding (ERF) award for the application under ERF Round 3R, Window 2, in the amount of \$6,812,686.

### **FISCAL IMPACT**

Accepting the funding award will introduce \$6,812,686.00 in funding from the Department of Housing and Community Development Division of Housing Policy Development (HCD) augmenting the City budget for encampment outreach, coordination, transitional housing, and permanent housing.

### **DISCUSSION**

On November 27, 2023, the State of California appropriated \$400 million to fund ERF-3. ERF-3's initial disbursement (ERF-3-L) was allocated to jurisdictions that applied for ERF-2-R, met all the program requirements, but were unable to receive awards under Round 2 due to insufficient funds. This NOFA makes the remaining \$298,747,574.33 available for awards through a rolling application process (ERF-3-R). Applications were to be accepted on a rolling basis until June 30, 2024, or until funds were depleted, whichever occurred first. Up to 50 percent of the \$400 million appropriated will be prioritized for proposals that serve people living in encampments on state rights-of-way.

On July 24, 2024, Governor Gavin Newsom issued an executive order directing state agencies to urgently address homeless encampments while respecting the dignity and safety of Californians experiencing homelessness. The Governor's order, which follows

the Supreme Court's decision in Grants Pass, also urges local governments to use substantial funding provided by the state to take similar action.

The City of Antioch recognizes homelessness as a profound challenge affecting residents from diverse backgrounds. According to the 2024 Point in Time count, the City's homeless population has risen by 24% since 2023, with 413 individuals now staying in shelter beds or living outdoors. In response, Antioch has implemented various initiatives, including, but not limited to hiring an Unhoused Resident Coordinator in December 2020, supporting essential laundry and shower programs, hosting resource events and fairs, and establishing Opportunity Village, a non-congregate interim housing site that opened in April 2023 on a two-year lease. The program has 32 rooms; currently, all are available to house up to 45 participants. The average length of stay for those who have moved out is 115 days, and 170 days for those who still need to move. Since the program's inception, 145 participants have enrolled. Of the 115 who exited, 92 had positive exits (e.g., transitioning to stable housing, sober living programs, or family housing), while 23 had negative exits (e.g., returning to homelessness by choice, non-compliance with program rules, or temporarily staying with family and friends).<sup>1</sup>

1. *Positive exits* refer to outcomes where participants achieved stable, supportive living conditions. *Negative exits* include outcomes where participants returned to unstable or temporary housing situations.

To further the commitment in supporting unhoused residents, Antioch applied for \$6,812,686 under the Encampment Resolution Funding (ERF) Round 3. This funding aims to expand resources for those in encampments, facilitating pathways to stable housing and long-term well-being.

The proposed project in Antioch aims to address a significant encampment located on wooded land near the intersection of Sunset Drive and Devpar Court. As one of the City's two large encampments, it has been prioritized for resolution due to the vulnerability of its 30-40 residents and the hazardous conditions present at the site. Positioned at the bottom of a steep slope, the terrain presents challenges, making it difficult for residents to transport belongings into the area. Addressing and supporting this encampment is a vital part of Antioch's commitment to helping unhoused residents. Following a successful application to the Encampment Resolution Funding (ERF) Round 3 in April 2024, the City of Antioch was awarded the full requested amount of \$6,812,686 on September 27, 2024. This funding will significantly bolster the City's efforts to address the specific encampment near Sunset Drive and Devpar Court, benefiting approximately 35 unsheltered residents. The awarded funds will support an encampment-focused CORE Outreach team, establish an interim housing program at a location to be selected along with the selection of an on-site service provider through a forthcoming Request for Proposals (RFP) process. This interim housing site will operate under a master lease with an option to purchase and will provide essential on-site support services. The program's goal is to enhance stability for residents, support their reintegration into society, and create pathways toward permanent housing solutions.

The City of Antioch's ERF-3 grant application outlines a comprehensive budget to support its homelessness resolution efforts, including:

- **\$370,057.50** for Contra Costa County's countywide CORE Outreach team, covering 30 months.
- **\$3,000,000.00** allocated for a master lease with a selected motel site, also covering 30 months, to provide interim housing.
- **\$2,625,000.00** designated for a service provider over 30 months, offering critical on-site support services.
- **\$511,440.00** allocated for rent subsidies over a 24-month period to help residents transition to stable housing.
- **\$324,413.63** for administrative costs, ensuring effective program management and coordination.

This structured funding plan is geared towards delivering sustained and high-impact support for unhoused residents- focusing on outreach, housing stability, and reintegration.

Accepting the \$6,812,686 ERF-3 award positions the City of Antioch to leverage further resources and attract additional funding opportunities, enhancing its homelessness resolution efforts. In alignment with ERF-3 fiscal deadlines, the City must obligate 100% of the funding by June 30, 2025, with at least 50% expended by that date. The remaining funds are required to be fully expended by June 20, 2027, ensuring the project's sustained momentum and effective implementation of services for unhoused residents.

### **CEQA**

This action is not subject to the California Environmental Quality Act (CEQA) as it involves the acceptance of funding and does not involve any physical changes to the environment.

### **ATTACHMENTS**

- A. Resolution
- B. Award Letter
- C. Application including Budget

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING THE ENCAMPMENT RESOLUTION FUNDING AWARD IN THE  
AMOUNT OF \$6,812,686.00 UNDER ERF ROUND 3R, WINDOW 2**

**WHEREAS**, the California Department of Housing and Community Development (HCD) has announced that the City of Antioch has been awarded an Encampment Resolution Funding (ERF) award for their application under ERF Round 3R, Window 2, in the amount of \$6,812,686.00;

**WHEREAS**, the funding will be utilized to create 32 units of non-congregate interim housing at a site to be determined, to provide necessary support services, and to assist unsheltered residents in the Sunset at Devpar Encampment in securing permanent housing; and

**WHEREAS**, the City plans to lease a site to be determined with an option to purchase, and the requested ERF funding will support the costs of the lease, property management, and program services; and

**WHEREAS**, the City will conduct a competitive procurement process to identify a non-profit partner to operate the interim housing units and provide necessary services to the residents; and

**WHEREAS**, the City will work with the service provider to secure permanent housing for encampment residents, including medium-term rental assistance and flexible funds to support housing placement; and

**WHEREAS**, the City will contract with the County's Health, Housing and Homelessness (H3) division to enhance outreach and service connections for residents in need;

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The City Council of the City of Antioch hereby accepts the Encampment Resolution Funding award in the amount of \$6,812,686.00;
2. The City Manager is authorized to execute all necessary documents and agreements, in a form approved by the City Attorney, to finalize the acceptance of the funding award and implement the funded programs; The City Manager or designee is directed to expend the funds once the Standard Agreement is fully executed and all general and special conditions have been cleared in writing.

\* \* \* \* \*

**RESOLUTION NO. 2024/xxx**

November 12, 2024

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 12th day of November, by the following vote:

**AYES:**

**NOES:**

**ABSTAINED:**

**ABSENT:**

---

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

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

651 Bannan Street  
Sacramento, CA 95811  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



September 27, 2024

Tasha Johnson  
Public Safety and Community Resources Director  
City of Antioch  
200 H Street  
Antioch, CA 94509

**RE: ERF Award Announcement – City of Antioch  
#24-ERF-3-R-100038 Award Amount: \$6,812,686.00**

Dear Tasha Johnson:

This award is under a media and public announcement embargo until publicly released by the California Department of Housing and Community Development (HCD) or otherwise notified by HCD staff.

HCD is pleased to announce that the City of Antioch has been awarded an Encampment Resolution Funding award for their application under ERF Round 3R, Window 2 in the amount of \$6,812,686.00.

Awardees will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing.

HCD intends to issue a Standard Agreement within 90 days of receipt of the documentation required to execute this contract. A program representative will be in communication with you to discuss and confirm any documents needed.

Congratulations on your successful application. For further information, please contact Jeannie McKendry at [jeannie.mckendry@hcd.ca.gov](mailto:jeannie.mckendry@hcd.ca.gov) or [HPDhomelessnessgrants@hcd.ca.gov](mailto:HPDhomelessnessgrants@hcd.ca.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Megan Kirkeby".

Megan Kirkeby  
Deputy Director, Housing Policy Development Division



## California Interagency Council on Homelessness

### ERF-3-R, Application

#### Part 1 (A): ADMINISTRATIVE INFORMATION

##### Application Window

- ☐ Window #1, 11/3/2023 - 1/31/2024  
☒ Window #2, 2/1/2024 - 4/30/2024  
☐ Window #3, 5/1/2024 - 6/30/2024

*Applications received after 5:00 p.m. on the last day of the application window will be reviewed and evaluated during the following application window. **Note, applications submitted after 5:00 p.m. on 6/30/2024 will not be reviewed.***

##### Eligible Applicant

Select the eligible applicant's jurisdiction type.

- ☐ CoC ☒ City ☐ County

What is the name of the city or county?

City of Antioch

#### Part 1 (B) Contracting Information

Complete all elements of the below section. This information is required for contracting should this application be chosen for award.

##### Contractor Information

Contractor Name (the legal entity entering into contract with the State)

City of Antioch

What is the Federal Employer Identification Number (FEIN # or tax id number) for the contractor?

94-6000293

##### Tax ID Form

City of Antioch GovTin Form.pdf

Governmental entities will need to submit a GovTIN Tax Form, and Non-governmental entities will need to submit a STD 204 Tax Form. Links to each are below:

GovTIN: [Taxpayer ID Form \(ca.gov\)](#)

STD 204: [STD 204 - Payee Data Record \(ca.gov\)](#)

## Who is the best contact person for this contract?

### Primary Contact

<input type="text" value="Tasha"/>	<input type="text" value="Johnson"/>
First	Last

*This contact will receive ALL grant related correspondence (inclusive of application, award, contract, office hours, information requests, reporting, etc.)*

### Job title

<input type="text" value="Public Safety and Community Resources Director"/>
job title

### Email

<input type="text" value="tjohnson@antiochca.gov"/>
---

### Phone

<input type="text" value="(925) 779-7079"/>
---

*This contact will receive ALL grant related correspondence (inclusive of application, award, contract, office hours, information requests, reporting, etc.)*

---

### Secondary Contact

<input type="text" value="Jazmin"/>	<input type="text" value="Ridley"/>
First	Last

### Job title

<input type="text" value="Unhoused Resident Coordinator"/>
job title

### Email

<input type="text" value="jridley@antiochca.gov"/>
--

### Phone

<input type="text" value="(925) 779-6893"/>
---

*This contact will receive ALL grant related correspondence (inclusive of application, award, contract, office hours, information requests, reporting, etc.)*

---

### Contact Person for Reporting

<input type="text" value="Jazmin"/>	<input type="text" value="Ridley"/>
First	Last

### Job title

Unhoused Resident Coordinator

job title

**Email**

jridley@antiochca.gov

**Phone**

(925) 779-6893

*This contact will ONLY receive grant reporting correspondence (inclusive of guidance, report releases/reminders, report follow-ups).*

**Authorized Representative**

Kwame

First

Reed

Last

**Job title**

Acting City Manager

job title

**Email**

kreed@antiochca.gov

**Phone**

(925) 779-7011

*The Authorized Representative has authority to contract on behalf of the eligible applicant*

**If this application is funded, what address should the check be mailed to?**

**Address**

200 H Street

Address Line 1

Address Line 2

Antioch

City

California

State

94509

Zip Code

**Attention to (if applicable):**

Dawn Merchant



**This Application uses character limits**



**Reaching these limits is not required, however competitive responses will address all parts of each**

# question asked.

---

## Part 2: PROPOSAL OVERVIEW

### Guidance:

In completing this application, applicants must identify the specific encampment that will be prioritized for resolution.

If an applicant proposes to prioritize a large, noncontiguous, or multiple site(s), the encampments may only be addressed through a single application if: (a) the justification for prioritizing the encampments is the same, **and** (b) the demographics and service needs of the residents of the encampments is sufficiently the same that, (c) the same set of services, and service providers, including outreach, interim and permanent housing programs, will be used to resolve the identified people's experience of homelessness in encampments.

*Applicant must prepare a separate application for each encampment that does not meet the requirements of (a) – (c).*

## Proposal Summary

**Summarize the proposed Encampment Resolution Fund (ERF) project, including an overview of all key components and/or phases of the project that will be funded in whole or in part with ERF-3-R resources. (1500-character limit)**

The proposed project will address an encampment on a piece of wooded land near the intersection of Sunset Drive and DevPar Court in the City of Antioch. This is one of two large encampments in the City limits and is a high priority for resolution due to the vulnerability of the residents and presence of hazards at the site. There are estimated 30 people currently staying at this long-standing encampment. The City is requesting ERF funding for: (1) creation of a dedicated City of Antioch outreach team that will be under the umbrella of the Contra Costa County Coordinated Outreach Referral, Engagement (CORE) program; (2) creation of a new non-congregate interim housing program at the Economy Inn, which the City proposes to lease with an option to purchase; and (3) and flex funds and medium-term rental assistance to support interim housing participants to transition to permanent housing. The project will leverage permanent housing through the County's CE system. This project builds upon the City of Antioch's growing portfolio of programs and projects serving unhoused residents, including the existing Opportunity Village interim housing. The project will also draw upon the City's strong and deepening relationship with the Contra Costa County homelessness response system.

## People Served

Number of people currently residing in prioritized encampment site

30

#

Potential inflow of people into the prioritized encampment site during the grant term.

5

Of people currently residing in prioritized encampment site, how many will be served by this proposal?

30

#

Given the potential for inflow of people into the prioritized encampment site, how many people are projected to be served across the entire grant period?

35

#

Of people projected to be served across the entire grant period, number of people projected to transition into interim housing.

32

#

Of people projected to be served across the entire grant period, number of people projected to transition into permanent housing

22

#

*This should include both people who transition directly into permanent housing **and** people who may first transition into interim housing.*

Is the prioritized encampment site part of a larger encampment area?

☐ Yes ☒ No

## Encampment Information

**1. Briefly describe the characteristics of the people residing within the prioritized encampment site, including demographics, household compositions, disabilities, and projected service and housing needs. Include how this information was gathered. (1500-character limit)**

The prioritized encampment is located near the intersection of Sunset Drive and DevPar Court in the City of Antioch. Currently, there are an estimated 30 individuals living at the site. City of Antioch staff interviewed 20 encampment residents in early March 2024 using a brief survey tool. The survey found that 50% of encampment residents are male and 50% are female. One person identified as non-binary. All residents are adults; there are no children present. About 50% of the encampment residents identify as Black, 25% White, 5% Native American and 20% other races. About 15% are Hispanic/Latino and 85% non-Hispanic/Latino. All indicated their primary language is English. None of the individuals have employment. Almost all indicated they had at least one disabling condition – 85% said they have a mental illness, 40% have co-occurring mental illness and substance use disorder, and 15% have a physical disability or a chronic health condition. All have experienced long-term homelessness, with the average length of time homeless reported as 3.4 years. All of the individuals interviewed indicated they were interested in interim housing. The primary need they identified was support with securing documents and getting into housing.

*If this proposal seeks to serve a particular target population, specify and describe.*

**2. Briefly describe physical characteristics of the prioritized encampment site in which the people you are proposing to serve are residing. The description must include the specific location, physical size of the area, the types of structures people are residing in at the site, whether vehicles are present, and any other relevant or notable physical characteristics of the site. (1000-character limit)**

The prioritized encampment is located on an approximately 3-acre site near the intersection of Sunset Drive and DevPar Court in an industrial area of the City of Antioch. The site is long and narrow and runs along a creek that leads to the San Joaquin River. The terrain is very sloping and grassy and filled with trees. It is adjacent to an unused railroad track on one side and close to Highway 4 on the other side. There are businesses on both sides of the encampment, including an auto body shop and dog day care facility. Businesses are separated from the encampment by a fence. There are an estimated 30 people living at the site, all of them in tents. The very steep terrain makes it impractical for people to create hand-built structures or to park cars or other vehicles at this site.

**3. Why is this encampment site being prioritized? Applicant should identify any distinguishing needs and/or vulnerabilities of the people living in this encampment and/or any health, safety, or other concerns that led the applicant to prioritize this site over other encampments. (1000-character limit)**

The encampment is being prioritized because it is one of two large encampments in the City (the other, Slatten Ranch, was targeted by Contra Costa County for ERF-3 funds but the application did not receive funding). The residents of the prioritized encampment are particularly vulnerable – they have been living outdoors for a prolonged period of time and almost all of them have behavioral health conditions. The encampment is also in an unsafe location. Close proximity to Highway 4 and location in an industrial area makes this site unsafe for people to be living. There are very few hygiene or other facilities or any services located anywhere nearby. The site is also very near a creek that often floods in heavy rain. There are environmental impacts from people living so close to the creek bed in an encampment with no hygiene facilities. Both human and animal pollutants and bio hazard waste is contaminating the waterway.

*ERF authorizing legislation requires funding be used for “prioritized” encampments. Applicants must, therefore, provide a justification for the prioritization of the encampment proposed to be served. Except in very small communities where it may be possible to justify prioritizing all of a small number of encampments for resolution using this fund source, ERF is not intended to be used to fund a community-wide encampment resolution program.*

**Attachment: Map**

City of Antioch ERF-3 Encampment Map.pdf

*The provided map should clearly indicate the area of the prioritized encampment. The map may also indicate the location of other key service, shelter, and housing resources described in this proposal.*

**4. Is the prioritized site on a state right-of-way?**

☒ No ☐ Yes - partially ☐ Yes - entirely

## **Proposal's Outcomes**

**5. What outcomes does this proposal seek to accomplish by 6/30/2027? Outcomes should be specific, measurable, attainable, relevant, and time-bound (SMART). (1000-character limit)**

1. Of the 35 encampment residents served over the course of the ERF grant period (estimated as January 2025 to June 2027), 32 (91%) will secure interim housing at the Economy Inn.
2. Of the 35 encampment residents served over the course of the ERF grant period (estimated as January 2025 to June 2027), 22 (70%) will secure permanent housing.
3. Of the 35 encampment residents served over the course of the ERF grant period (estimated as January 2025 to June 2027), 100% will receive outreach, engagement, assessment and service connections through Antioch's Coordinated Outreach Referral, Engagement (CORE) outreach team.
4. Of the 35 encampment residents served over the course of the ERF grant period (estimated as January 2025 to June 2027), 100% will receive assessments and supported to enter the County's Coordinated Entry System by CORE.

**6. What are the primary activities the applicant will implement to achieve each of the proposal's outcomes? (1000-character limit)**

1. Interim Housing: The City of Antioch is planning to lease the Economy Inn to create 32 units of non-congregate interim housing. The City is in discussion with the owner to lease the motel with an option to purchase. The requested ERF funding will support the costs of the lease, property management and program services costs. The City will conduct a competitive procurement process to identify a non-profit partner to operate the units and provide services to the residents.
2. Permanent Housing/Rapid Rehousing: Encampment residents will work with the service provider at the Economy Inn to secure permanent housing. The requested ERF funding includes medium-term rental assistance and flex funds that the provider will use to support residents to secure housing.
3. Outreach/Service Connections: The City will contract with the County's Health, Housing and Homelessness (H3) division to create a dedicated CORE outreach team that will prioritize outreach to the prioritized encampment.

**7. How will the applicant measure progress towards the proposal's outcomes? (1000-character limit)**

Housing and service outcomes will be tracked using HMIS data. Participants will be entered into the Contra Costa County H3 HMIS system by the identified non-profit partner operating the proposed new interim housing at the Economy Inn and by the CORE outreach workers. The City of Antioch will work with Contra Costa County H3 to obtain an HMIS user license that will allow City staff to run reports and export data for purposes of grant tracking and ERF program reporting.

**8. Are there any local ordinances, resources, or other factors that may hinder achieving the proposal's outcomes? If so, how will the applicant navigate these challenges? (1000-character limit)**

There are no local ordinances that would hinder the achievement of the proposal outcomes. The primary challenge facing the City of Antioch, like all communities in California, is creating enough affordable and supportive housing capacity to house everyone who is experiencing homelessness in the community. This proposal is addressing this challenge by budgeting for medium-term rental assistance to support participants to exit interim housing into permanent housing, as well as by deepening our collaboration with H3 to ensure that all participants are in the queue for housing through the CoC's Coordinated Entry System.

**9. Does this proposal fund a standalone project, or is the proposed project one component of a**

larger initiative?

☒ Standalone ☐ Larger initiative

## Centering People

**10. Describe how the perspectives of people with lived experience of homelessness meaningfully contributed to the content of this proposal? How will people with lived experience be part of the implementation of this ERF project? If individuals living in the encampment site were included in the development of this proposal, describe how their input was obtained and how that input shaped the proposal. (1000-character limit)**

The City of Antioch actively participates in the Contra Costa County CoC. The CoC's policies include a commitment to involving people with lived experience in the design and implementation of the homelessness response system. City staff and the County's CORE outreach team covering east county have regularly visited the prioritized encampment to talk with the residents to learn what their needs are. In early March 2024, city staff conducted a survey and talked to 20 of the estimated 30 residents in the encampment. All of them indicated that they would welcome help with securing interim and permanent housing. Some also indicated they needed help with employment, getting identification and documents, health care, and behavioral health services. The City will continue to engage with encampment residents as well as other individuals experiencing homelessness in our community, to understand their needs and develop interventions that reflect their input and build upon their expertise.

**11. Briefly describe how the proposal exemplifies Housing First approaches as defined in Welfare and Institutions Code section 8255. (1000-character limit)**

The City is committed to Housing First Principles as defined by the State of California and by HUD. In 2021, the City Council adopted a set of guidelines for City-funded services and programs that affirmed the goal of prioritizing investments in efforts that provide a pathway to permanent housing and an approach to addressing encampments that focuses on linking unhoused people to services, shelter and housing. This project exemplifies Housing First approaches in that all the residents of the encampment are presumed to be "housing ready" and the proposed interim housing at the Economy Inn will not impose barriers to entry or to ongoing participation. The proposed interim housing will follow the same model the City is using at Opportunity Village, a non-congregate interim housing program operated by Bay Area Community Services (BACS), under contract with the City. The proposed CORE outreach team will also operate in alignment with Housing First requirements.

**12. Describe how each of the following service delivery practices are incorporated into the outreach, interim shelter (if applicable), and permanent housing aspects of the proposed ERF project: (a) individual participant choice and (b) trauma informed care. (1000-character limit)**

The City of Antioch is committed to identifying and working with individual staff people and non-profit service provider partners that are experienced in the implementation of evidence-based practices, including individual participant choice and trauma-informed care. The City's current contract with BACS for Opportunity Village includes expectations that participants have a choice in what services they receive, and utilize trauma-informed care standards - engaging individuals to acknowledge the role that trauma has played in their lives. When procuring a provider for the Economy Inn, the City will establish a similar set of expectations. For outreach funded through this project, the City will be working with the County's H3 program to develop a dedicated CORE team for our city geography. The CORE service model already integrates client choice and TIC as core principles.

**13. Describe how harm reduction principles will be incorporated into the outreach, interim housing (if applicable), and permanent housing aspects of this ERF project. (1000-character limit)**

The City of Antioch is committed to working in a harm reduction approach to deliver services and housing to encampment residents. The proposed interim housing project at the Economy Inn will employ harm reduction in resident screening and in ongoing operational policies and procedures. Participants in the interim housing will not be required to maintain sobriety but will be held to a set of behavioral standards that are grounded in considerations for the safety of the participant and other residents. The City is also embracing harm reduction principles in its current interactions with the encampment residents. The City's Unhoused Resident Coordinator and the existing east county CORE team maintain regular contact and engagement with encampment residents and continually offering support and resources to meet their needs.

**14. Describe the services that will be provided to improve people's health, dignity, and safety while they continue to reside within the prioritized encampment site. (1000-character limit)**

While the residents continue to live in the encampment, they will receive regular outreach and service connections from the new CORE outreach team, as well as from the City's Unhoused Resident Services Coordinator and department of public works staff. Once the ERF grant is executed, the City will be in a position to focus more dedicated time and expertise in helping encampment residents with their daily needs (hygiene, etc.), connections to the health system, behavioral health, employment, and other needed services. The City is also providing trash collection and clean up services at this site and will continue to do so. City also operates a shower and laundry program available to all unhoused people in the community. The Unhoused Resident Coordinator also distributes hygiene supplies and other necessities.

**15. Identify what controls are or will be in place to ensure that all ERF-3-R funded parties will not penalize homelessness. The term "penalize homelessness" means to impose, by a governmental unit, criminal or civil penalties on persons who are homeless in a manner that is related to those persons' engagement in necessary human activities, including sleeping, resting, and eating. (1000-character limit)**

The City of Antioch and Contra Costa County do not have any laws or ordinances in place that penalize people experiencing homelessness for any behaviors related to necessary human activity. The City and County respond as needed to emergencies in homeless encampments such as fires, flooding, medical emergencies (overdoses) or other emergent issues as they would for any neighborhood or person experiencing a crisis. Planned clean-up of encampment areas are only initiated when the City has determined there are health and safety factors that require mitigation of an encampment site.

**16. Describe how this proposal considers sanitation services for people residing in the prioritized encampment. This may include but is not limited to non-intrusive, curbside waste removal and access to clean and available bathrooms. (1000-character limit)**

The City of Antioch currently provides trash removal services multiple times a week at the prioritized encampment. There is also a cleanup team that can be deployed for larger trash removal needs. When a major clean-up is necessary due to health and safety issues, the City takes care to do so in a way that is respectful of the residents. Residents are given at least 3 weeks notice, and the CORE team and Unhoused Resident Coordinator make multiple visits to provide support to help residents organize their belongings. Residents are not displaced during these clean ups. The City also holds a monthly encampment meeting attended by representatives from the Police Department, Public Works, Unhoused Resident Coordinator and City Manager's Office. The City's strategy for the prioritized encampment is to support residents to transition as quickly as possible to the new non-congregate interim housing at the Economy Inn.

## **Part 3: IMPLEMENTATION**

### **Core Service Delivery and Housing Strategies**

**17. Describe the proposed outreach and engagement strategy, case management, and / or service coordination for people while they are continuing to reside within the encampment site. Quantify units of service to be delivered including the ratio of staff to people served, frequency of engagement, and length of service periods. (2000-character limit)**

Outreach is already taking place to the prioritized encampment. Contra Costa County H3 operates several countywide CORE outreach teams, including one team that is dedicated to the eastern area of the region, which includes Antioch. The City of Antioch is also dedicating time of the Unhoused Residents Coordinator to conducting outreach. Together, the City and County are focused on meeting basic needs of the encampment residents. The proposed ERF grant will significantly expand outreach and engagement services to these residents, by adding a new CORE team that is specifically dedicated to Antioch (not shared with the rest of the east county area). This new team will consist of 2.0 FTE Outreach Specialists and a 0.25 Program Coordinator who will visit the encampment at least 3 times per week. While this team will cover the entire City, it is anticipated that about 50% of their time will be spent in the prioritized encampment (and therefore the City is requesting ERF funding for 50% of the cost). The CORE program works to engage and stabilize homeless individuals living outside through consistent outreach to facilitate and/or deliver health and basic need services and secure permanent housing. CORE teams serve as an entry point into Contra Costa's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. The outreach teams identify individuals living on the streets, assess their housing and service needs, and facilitate connection to shelter and services. Given the high prevalence of behavioral health conditions among the encampment residents, the CORE team will give particular attention to making connections to the health and behavioral health systems.

**18. Describe the role of Coordinated Entry in the context of this proposal and how Coordinated Entry policies or processes will support and / or hinder the implementation of this proposal. (1000-character limit)**

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Coordinated Entry is one of the tools the CORE team will utilize to connect encampment residents to housing. Participants in the ERF project will be entered into the Contra Costa County Coordinated Entry System. The City of Antioch has a strong partnership with Contra Costa County's H3 Department, which operates the CES. Participants in the ERF project will be assisted to complete the assessments to be placed into the CES queue. The CE system generally tends to have large backlogs of people waiting for a housing match and many are not prioritized due to their assessed level of vulnerability. The City and County estimate that only a small number of encampment residents will secure housing through CE.

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**19. Describe each of the specific (a) interim housing and (b) permanent housing opportunities that will be used to achieve the proposed outcomes of this ERF project. Demonstrate that any ERF-3-R funded interim housing capacity is either non-congregate or clinically enhanced congregate shelter. (2000-character limit)**

- Interim Housing: The City of Antioch is planning to lease the Economy Inn, a 33 unit motel located on East 18th Street, to create 32 units of non-congregate interim housing (one unit will be reserved for program space). The City is in discussion with the hotel owner to lease the motel with an option to purchase. The requested ERF funding will support the costs of the lease for 30 months (January 2025 to June 2027) as well as property management and program services costs. The City will conduct a competitive procurement process to identify a non-profit partner to operate the units and provide services to the residents. This program will be modeled upon the City's Opportunity Village interim housing which is currently operating at the former Executive Inn Motel site. The City is contracting with Bay Area Community Services (BACS) to operate the Opportunity Village and has gained experience that will be invaluable in selecting and working with a provider for the Economy Inn.
- Permanent Housing/Rapid Rehousing: Encampment residents will work with the service provider at the Economy Inn to secure permanent housing. The requested ERF funding includes medium-term rental assistance (RRH) for up to 10 residents, as well as flexible housing funds that can serve another 8. An estimated 4 individuals will secure PSH through the County's CE system; The CORE team will work with encampment residents to complete the assessments and other steps needed to be placed into the CE system.

**20. Demonstrate the applicant's commitment and ability to deliver permanent housing solutions to the people residing in the prioritized encampment, including by providing examples of prior successful efforts to permanently house similarly situated individuals. (2000-character limit)**

Over the past several years, the City of Antioch has been building up its capacity to respond to homelessness, including by creating the Unhoused Resident Coordinator position and moving that role to the new Department of Public Safety and Community Resources, opening the Opportunity Village interim housing project, and adopting a set of investment guidelines for City homelessness funding. The City has also deepened collaboration with the County's H3 division. Collaborations with the County have included working to lease a block of rooms at the Delta Landing non-congregate housing site in neighboring Pittsburg for Antioch residents, coordinating outreach efforts with CORE, and working on a new PSH development to be located on a parcel of City land that has been transferred to the County. The City's approach to delivering permanent housing solutions is to create interim housing opportunities that provide unhoused people with a safe place to stay while connecting to permanent housing programs and opportunities in the County system.

The City of Antioch is also dedicated to expanding affordable and supportive housing opportunities. Two affordable housing projects will be considered by the City's CDBG Subcommittee in June for recommendations of funding by the City Council. Both are early examples of SB4 (Affordable Housing on Faith Lands Act and propose supportive services for homeless residents. The City is expected to invest approximately \$3 million in creating new affordable housing for homeless and very low income residents. The two proposed projects include: (1) Grace Commons by Novin Development - a proposed 80-unit development with 43 units restricted to households at 30% AMI and that has recently received conditional approval of 25 VASH vouchers for homeless veterans; and (2) Hope Village by Hope Solutions - a 22-unit cottage community on church land includes units at 30% AMI, intensive case management and other supportive services.

**21. Describe how this proposal is tailored to meet the needs and preferences of people residing within the prioritized encampment. (1500-character limit)**

The City of Antioch and the East County CORE outreach team have conducted ongoing outreach with encampment residents to gain their trust by authentically listening and meeting people where they are. During these visits, staff have asked residents what they need and want in the next step in their lives. Virtually all the residents indicated they would like to move to interim housing and from there to permanent housing. The proposed ERF project will meet this need by offering 32 units of new non-congregate interim housing at the Economy Inn. Residents will also be assisted to identify housing solutions to help them exit from interim housing as rapidly as possible.

Throughout the project, participants will be afforded many opportunities to voice their concerns and make recommendations for improvement. The City's selected operator/service provider for the interim housing will be expected to offer frequent opportunities for feedback to further engender engagement with program participants. Participants will be able to offer input through case management sessions, satisfaction surveys, and exit interviews.

*Where applicable, identify the people, data, evidence, and / or other sources of information that was relied upon for this proposal.*

## **Table 1: Projected Living Situations Immediately Following the Encampment**

For people served who exit the encampment, what are the projected Living Situations Immediately Following the Encampment, including but not limited to, permanent housing, interim sheltering, and

unsheltered?

Please provide responses in the table below. Add a row for each projected living situation. (250-character limit for each cell)

Briefly Describe Each Projected Living Situation Immediately Following the Encampment	Is This Permanent Housing?	Quantify the Capacity (e.g., number of beds/units, frequency of bed/unit availability)	Prioritized or Set-Aside for ERF-3-R?	Is this living situation funded by ERF-3-R and / or Leveraged Funds?	% of Served Persons Projected to Fall Within This Living Situation
Economy Inn Interim Housing	<input type="text" value="N"/> Yes/No	<input type="text" value="32"/>	<input type="text" value="Set Aside"/> Pri/Set-Aside/Neither	<input type="text" value="ERF"/> ERF/Lev/Both	<input type="text" value="91"/> %
Other Unsheltered Locations	<input type="text" value="N"/> Yes/No	<input type="text" value="3"/>	<input type="text" value="NA"/> Pri/Set-Aside/Neither	<input type="text" value="NA"/> ERF/Lev/Both	<input type="text" value="9"/> %
<input type="text"/>	<input type="text"/> Yes/No	<input type="text"/>	<input type="text"/> Pri/Set-Aside/Neither	<input type="text"/> ERF/Lev/Both	<input type="text"/> %
<input type="text"/>	<input type="text"/> Yes/No	<input type="text"/>	<input type="text"/> Pri/Set-Aside/Neither	<input type="text"/> ERF/Lev/Both	<input type="text"/> %

## Table 2: Permanent Housing Opportunities

A permanent housing opportunity is a combination of project and/or service provided to an individual with the goal of helping the individual obtain permanent housing. Of course, applicants cannot and do not need to provide every possible scenario; Cal ICH is looking to understand the primary, expected permanent housing opportunities for people projected to be served by this proposal.

Please provide responses in the table below. Add a row for each projected opportunity. (250-character limit for each cell)

Describe the Permanent Housing Opportunity	Prioritized or Set-Aside for ERF-3-R?	Quantify the Capacity of the Housing and Service Opportunity	Is this Housing Opportunity Funded by ERF-3-R and / or Leveraged Funds?
Medium-term rental assistance	<input type="text" value="Set Aside"/> Pri/Set-Aside/Neither	<input type="text" value="10 households"/>	<input type="text" value="ERF-3"/> ERF/Lev/Both
Housing problem solving and flex funds	<input type="text" value="Set Aside"/> Pri/Set-	<input type="text" value="8"/>	<input type="text" value="ERF-3"/> ERF/Lev/Both

Aside/Neither

PSH and RRH placements through CE	NA	4	Leveraged
	Pri/Set-Aside/Neither		ERF/Lev/Both
	Pri/Set-Aside/Neither		ERF/Lev/Both

**22. Describe strategies the applicant will use to ensure that people are not displaced from the prioritized encampment into another unsheltered location. Include strategies that are in addition to/complement the interim shelter and permanent housing opportunities that are part of this proposal. (1000-character limit)**

Ensuring people in the prioritized encampment do not move to another unsheltered location in the city of Antioch will be challenging. However, the City does not intend to force anyone to move and will instead rely on outreach and engagement to build rapport with residents and support them to move directly to interim and permanent housing. The City's goal is that almost all the residents will remain in the current location and receive support from the CORE team until they move to interim housing at the Economy Inn.

**23. Describe specific strategies and/or services the applicant will use to prevent returns to unsheltered homelessness among people from the prioritized encampment who are sheltered and housed through this ERF project. Include whether these strategies will be funded with ERF-3-R funds and, if not, what other resources will be leveraged. (1000-character limit)**

The City intends to select a provider partner to operate the new interim housing project at the Economy Inn that is experienced in delivering person-centered and trauma-informed services to help participants sustain their housing and avoid exits back to homelessness. Participants will be encouraged to develop individualized Housing Stability Plans and will receive support to access to health, behavioral health, employment or other services they need for ongoing stability. Once participants have moved to permanent housing, either the CORE team or the interim housing provider will ensure they are connected to the support they need to sustain housing. Those who are Medi-Cal eligible will be able to receive ECM services to support housing stability.

**24. Describe how this proposal considers and plans for the dynamic nature of encampments including potential inflow of people into the geographically served areas. (1000-character limit)**

The City is not anticipating that there will be any significant further inflow into this site once the ERF project launches. However, we have planned for a modest inflow of 5 additional residents during initial 12 months of the grant. These additional 5 households will be accommodated at the Economy Inn. If more than 5 new residents take up occupancy at the site, the City will endeavor to extend outreach services to help connect them to needed services and identify alternative places they can go, for example, to Opportunity Village.

**25. Describe how participants in this ERF project will be supported with continued access to, and storage of, their personal property while in the encampment, in interim housing (if applicable), and in permanent housing. (1000-character limit)**

The encampment at Sunset Drive and DevPar Court is at the bottom of a fairly steep slope. It is awkward terrain and difficult for encampment residents to carry large amounts of possessions into their living area. As a result, the people currently in the encampment do not have many belongings. The City will work with the interim housing provider selected to operate the Economy Inn to develop a policy on belongings and storage that ensures residents can bring the majority of their possessions with them.

**26. Describe how participants in this ERF project who have service animals and/or pets will be supported while in the encampment, in interim shelter (if applicable), and in permanent housing. (1000-character limit)**

The survey conducted in late March found that only about five of the encampment residents have dogs, so the need to accommodate pets will not be a barrier for most of the people to be served. The City will work with the selected interim housing provider operating the Economy Inn to develop a pet policy that allows residents to stay with their pets, to the extent safe and feasible. Opportunity Village, the City's existing interim housing program, currently allows residents to have service animals and pets up to 30 pounds. Participants with large dogs who do not wish to be separated from them may be assisted to move directly to housing that allows pets. The selected service provider for the Economy Inn will also be expected to help connect residents with veterinary care, pet supplies, etc.

## **Budget and Resource Plan**

**27. State the total amount of ERF-3-R funds requested.**

\$6,812,686.00

\$

**28. State the estimated dollar value of secured, non-ERF-3-R resources that will help meet this proposal's outcomes.**

\$2,523,983.00

\$

**29. Identify and describe each leveraged non-ERF-3-R resource and how that specific resource will be used to help meet the proposal's outcomes, including the permanent housing outcomes. (1000-character limit)**

Value of dedicated time (salary and benefits) of key City of Antioch staff who will have direct involvement in project operations: Public Safety and Community Resources Director @ 0.10 FTE; Unhoused Resident Services Coordinator @ 0.20 FTE; Code Enforcement Manager @ 0.10 FTE. This contribution is valued at \$326,664 over the estimated three year term of the grant.

The City of Antioch will identify resources for 50% of the cost of the dedicated Antioch CORE team, estimated at \$351,832 over 30 months. The value of Contra Costa County's countywide CORE infrastructure is also included as leverage in the amount of \$1,692,055 over 30 months.

Value of leveraged PSH and/or RRH accessed by project participants by placement through the County's Coordinated Entry system. This value is estimated at \$153,432 based on the assumption that 4 households will access housing valued at \$2,131 per month (one-bedroom FMR) for an average of 18 months during the grant term.

*Applicants are directed to provide a detailed description of other fund sources, and system capacity, that will be leveraged to achieve the outcomes proposed for the ERF-3-R funded project (**especially as it relates to meeting this proposal's permanent housing outcomes**) and, if applicable, to sustain the new programming beyond the end of the grant term.*

*This includes prior ERF awards, HUD unsheltered NOFO, and other federal, state, and local funding sources.*

*Applications will be evaluated with the understanding that communities vary significantly with respect to the current availability of other fund sources that can be used as leverage for their proposed projects and to sustain the projects beyond the grant term.*

*In the absence of currently available resources, Applicants are encouraged to provide a specific plan for obtaining the funding necessary to sustain their project beyond the grant term if the project is intended to continue.*

**30. Describe how the proposal is a prudent and effective use of requested funding relative to the number of people it seeks to serve, the types of services and housing to be provided, and any benefits to the community's efforts to address homelessness that will extend beyond the grant term, including ongoing expansion of interim and permanent housing capacity. Include an explanation of how the requested ERF-3-R amount was determined. (1000- character limit)**

This proposal is highly cost effective in that it will enable the City to significantly expand both outreach and interim housing capacity. As a result of this investment, the State of California will be supporting the resolution of one of the largest encampments in the City of Antioch and assist most of the residents to secure interim and/or permanent housing. The requested funds will also add 32 non-congregate interim housing units to a region of Contra Costa County that has a very limited inventory of shelter beds.

The costs for the ERF request were determined by costing out each line item. Estimated costs of the CORE program were provided by Contra Costa County's H3 division. The costs for the Economy Inn interim housing were based on the City's experience in operating Opportunity Village.

**Attachment: Standardized Budget**

City of Antioch ERF 3 Budget Final 04\_29\_2024.xlsx

*Applicants must use the [ERF-3-R Budget Template](#) available on box.com*

**Key Entities and Staff**

**31. First, describe the implementing organization and specific unit or office within the implementing organization that would administer ERF-3-R. Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness project or grant, describe how those experiences informed this proposal. (1500-character limit)**

This grant will be implemented and administered by the new Public Safety and Community Resources Department (PSCR), which incorporates Housing and Homelessness along with violence prevention, youth services and community engagement functions. This Department provides planning and coordination of homelessness response services across the City's departments. The Unhoused Resident Services Coordinator has day-to-day responsibility for these activities. PSCR is also responsible for coordinating the City's homelessness response with external partners including the CoC, the County Health, Housing and Homelessness (H3) Department, and community-based organizations. For this proposal, the City (implementing organization) will be responsible for grant administration, reporting, fiscal oversight, performance management and contract management with partner agencies.

The City has experience managing large and complex homelessness projects. Most recently, in 2022, the City launched the Opportunity Village non-congregate interim housing program operating in the former Executive Inn. The City has entered into a contract with Bay Area Community Services (BACS) to manage the program and deliver supportive services and housing navigation to the participants. The City has also developed and adopted a set of investment guidelines for its homelessness response work, and provides funding for emergency interventions such as laundry and motel vouchers.

**Table 3: Key Staff**

Identify all staff positions (e.g. administrative, programmatic, development etc.) which are integral to this ERF project and to achieving the proposal's outcomes. For each position include the title, whether the

position is filled or vacant, the approximate fulltime equivalent (FTE) of the position dedicated to the ERF project, whether the position is funded through ERF-3-R and/or Leveraged (i.e.non-ER-3-R) funds, and a brief description of the duties. Please provide responses in Table 3 below.

Title	Currently Filled Position?	FTE of Staffing for This Proposal	Funded by ERF-3-R and / or Leveraged Funds?	Brief Description of Duties
City of Antioch (CoA) - Public Safety and Community Resources Director	<input type="text" value="Y"/> Yes/No	<input type="text" value="0.1"/> # FTE	<input type="text" value="Leveraged"/> ERF/Lev/Both	Supervision of Unhoused Resident Coord; oversight of ERF project
CoA - Unhoused Resident Coordinator	<input type="text" value="Y"/> Yes/No	<input type="text" value="0.2"/> # FTE	<input type="text" value="Leveraged"/> ERF/Lev/Both	Day to day project coordination
CoA - Code Enforcement Manager	<input type="text" value="Y"/> Yes/No	<input type="text" value="0.1"/> # FTE	<input type="text" value="Leveraged"/> ERF/Lev/Both	Oversees City's code enforcement activities at the site
CORE Outreach Specialists	<input type="text" value="N"/> Yes/No	<input type="text" value="2.0"/> # FTE	<input type="text" value="ERF-3"/> ERF/Lev/Both	Outreach and engagement with encampment residents
Economy Inn Interim Housing Program Manager	<input type="text" value="N"/> Yes/No	<input type="text" value="1.0"/> # FTE	<input type="text" value="ERF-3"/> ERF/Lev/Both	Day to day management of the IH program (this position would work for the service provider procured by the City to operate the program)
<input type="text"/>	<input type="text"/> Yes/No	<input type="text"/> # FTE	<input type="text"/> ERF/Lev/Both	<input type="text"/>

**32. First, describe key partners that will be responsible for implementing this ERF project and achieving the proposal's outcomes (e.g. service providers, public agencies, development entities etc.). Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness project or grant, describe how those experiences informed this proposal. (1500-character limit)**

The key partners for this project are:

- Contra Costa County Health, Housing and Homeless Services (H3): H3 brings together a coalition of partners and resources focused on preventing and ending homelessness within the County and is also the lead entity for the Continuum of Care (CoC). H3 is responsible for: providing staffing support to the Continuum of Care (CoC); supporting implementation of a countywide strategic framework for addressing homelessness; and building and supporting a system of resources for preventing and ending homelessness. For this proposed project, H3 will oversee the new CORE team dedicated to the City of Antioch. The CORE team will work with encampment residents to ensure they complete all assessments and other steps needed to be enrolled in the Coordinated Entry System (CES) and considered for placement into permanent supportive housing or rapid rehousing.
- Interim Housing Provider (TBD): The City will conduct a competitive procurement process to identify a non-profit provider to operate the proposed new 32 unit non-congregate interim housing project at the Economy Inn, as well as managing flex funds and rental assistance funds to support participants to exit the interim housing program to permanent housing.

**33. Describe specific examples of how Local Jurisdiction(s) and the CoC have collaborated on the design and implementation of this proposal. (1000-character limit)**

Contra Costa County's Health, Housing and Homeless Services (H3) leads the county's regional efforts to address homelessness and provides staffing to the Continuum of Care (CoC) Leadership Council. The City of Antioch is a member of the CoC and has been collaborating closely with the County and CoC on a regional approach to reducing homelessness. The City's homelessness investment guidelines policy is aligned with the County's strategic plans – emphasizing interventions that help set people who are experiencing homelessness on a path to housing. The City and County have conferred together on the development of this proposal as well as the County's application for ERF funds for another encampment in Antioch (Slatten Ranch). The County has been a key partner to the City in providing outreach, shelter referral, and connections to permanent housing, mental health and substance abuse treatment, and mobile health care services. The County's support for this ERF application is demonstrated in

*Applicants may upload evidence of cross-jurisdictional collaboration such as MOUs, letters of support, or interagency agreements etc. in the field immediately below.*

**Optional Upload: Evidence of Cross-Jurisdictional Collaboration**

Letter of support ERF program\_H3\_20240426\_signed.pdf

**34. Identify any entities that have a right to and/or control of the property upon which the encampment site resides. Describe how applicant has engaged with these entities and confirm that each of these entities has committed to allowing the implementation of this proposal. (1000-character limit)**

The encampment is located on City land. The City has discussed the encampment with some of the surrounding business owners and they are supportive of the City's plans to resolve the encampment.

## Accelerated Timeline

**35. How is your community currently supporting and / or engaging with people residing within the prioritized encampment? (1000-character limit)**

As previously noted, there is ongoing outreach and engagement, as well as crisis response, taking place at the prioritized encampment by staff from the City of Antioch and the County's CORE team for eastern Contra Costa County. The City is also providing a regular trash removal and coordinates occasional clean-up efforts through a clean-up team.

**36. If this proposal is selected, in advance of receiving funding, what steps will your community take to support the people living in the encampment and swift implementation of this proposal? (1000-character limit)**

If this proposal is funded, all of the above-mentioned activities will continue. The City of Antioch and the County will move swiftly to begin staffing up the new CORE outreach team, which will allow for stepped-up engagement as well as housing and service connections. The City will also move quickly to procure a provider/operator for the proposed new interim housing at the Economy Inn; this contract will include a Case Manager and Housing Navigator that can work with residents while they are still living in the encampment.

## Table 4: Project Timeline

Cal ICH should be able to use the project timeline to understand the general parameters of the project and how it will be implemented.

This Standardized Project Timeline Template will not perfectly capture every nuance - that's Ok. However, applicants are strongly encouraged to provide incremental milestones for achieving the interim shelter and permanent housing goals set out in the proposal. For projects that include interim shelter and/or permanent housing development, the timeline should include major development milestones.

Where there is ambiguity, conflict, or silence, use your judgment.

Date	Milestone	Category	Additional Detail for Milestone
6/30/2024	ERF Award Announcement	Project Management	
7/15/2024	Begin procurement of interim housing provider; begin hiring for new CORE team	Project Management	
7/31/2024	ERF Contract Executed	Project Management	
10/31/2024	Award non-congregate housing contract	Place	
10/31/2024	Finalize lease for Economy Inn	Place	

12/31/2024	Economy Inn IH is ready for occupancy	People	
1/1/2025	All program components launched - CORE outreach team, interim housing, short-term rental assistance.	People	
4/30/2025	75% of encampment residents moved to IH	People	
9/30/2025	90% of encampment residents moved to IH	People	
6/30/2027	70% of program participants secure housing	People	

## Table 5: Projected Milestones

Answer the following questions in relationship to April 30, 2024. Cal ICH assumes disbursement will occur approximately 3-6 months after April 30, 2024.

Please provide responses in the table below including the month and year. (15-character limit for each cell)

Outreach to the people residing in the prioritized encampment site began / will begin in mm/yyyy.	This proposal will reach full operating capacity in mm/yyyy.	The first planned exit of a person or household from the prioritized encampment will occur in mm/yyyy.	The last planned exit of a person or household from the prioritized encampment will occur in mm/yyyy.
January 2025	September 2025	January 2025	September 2025

## CERTIFICATION

Before certifying, applicants are strongly encouraged to review the NOFA.

*I certify that all information included in this Application is true and accurate to the best of my knowledge.*

**Name**

Tasha	Johnson
First	Last

*This does not have to be an authorized representative or signatory.*

**Title**

Public Safety and Community Resources Director

**Email**

tjohnson@antiochca.gov

		ELIGIBLE USE CATEGORY	~5 WORD DESCRIPTION	NAME OF ENTITY OR PART OF PROPOSAL				ERF-3-R PROPOSED BUDGET	LEVERAGED FISCAL SUPPORT	~2 SENTENCE DESCRIPTION
Guidance and Intended Use	This budget template may be slightly modified to meet local needs. If awarded funding, this budget, once approved, will serve as your communitys official project	Use dropdowns. See NOFA, III. A.	Enables Cal ICH to immediately understand the line item.	Enables Cal ICH to associate the line item with specific entities or parts of a proposal.				Only ERF-3-R Funds	Non ERF-3-R Funds That WILL be Used to Support this Proposal	Enables Cal ICH to better understand the line item, context, and / or other pertinent information related to the proposed line item.
		PERSONNEL COSTS				SALARY	FTE	MONTHS		
		Systems Support	Public Safety and Community Resources	City of Antioch	31,450.00	0.10	36		113,220.00	Provides project oversight; includes salary and benefits
		Systems Support	Unhoused Resident Coordinator	City of Antioch	15,735.00	0.20	36		113,292.00	Responsible for day to day program management; includes salary and benefits
		Systems Support	Code Enforcement Manager	City of Antioch	27,820.00	0.10	36		100,152.00	Responsible for trash removal and other services; includes salary and benefits
Subtotal - Personnel Costs								\$ -	\$ 326,664.00	
NON-PERSONNEL COSTS					UNIT	RATE	TIME			
	Street Outreach	Contract with CCC/H3 for Antioch CORE	CCC/H3							Contract with Contra Costa County to create a dedicated CORE outreach team for Antioch
	Street Outreach	CORE Staffing costs	CCC/H3	1	224,069	2.5	280,086.25	280,086.25	2.0 FTE Outreach Speciliasts, 0.25 Program Coordinator; 0.13 Program Mgr	
	Street Outreach	CORE Operating Costs	CCC/H3	1	31,810	2.5	39,762.50	39,762.50	Vehicle expenses, Phones, IT, Office Supplies, Storage, Client Expenses	
	Street Outreach	CORE Indirect Costs	CCC/H3	1	25,587	2.5	31,983.75	31,983.75	Indirects	
	Street Outreach	Subtotal Contract for Antioch CORE Team	CCC/H3				351,832.50	351,832.50	Subtotal all CORE costs	
		Leveraged Coutywide CORE Staffing	CCC/H3	1	676,822	2.5		1,692,055.00	CORE Coordinator, Dispatch, HMIS Team, CORE Director	
	Interim Sheltering	Master Lease of Economy Inn (with purch	City of Antioch	1	1,200,000	2.5	3,000,000.00		Master Lease of Economy Inn	
	Interim Sheltering	Contact with service provider/operator for Economy Inn							Contract with provider to operate IH program at Economy Inn	
	Interim Sheltering	Interim Housing Staffing	IH Service Provider T	1	750,000	2.5	1,875,000.00		Program Manager, Housing Locator/Care Coordinator, Residential Counselors	
	Interim Sheltering	Interim Housing Operating Costs	IH Service Provider T	1	150,000	2.5	375,000.00		Supplies, meals/food, equipment, communications, transportation, insurance	
	Interim Sheltering	Flex Funds to support exits to PH	IH Service Provider T	1	50,000	2.5	125,000.00		Deposits, move-in supplies, application fees, etc.	
	Interim Sheltering	Indirect Costs	IH Service Provider T	1	100,000	2.5	250,000.00		Indirects	
	Interim Sheltering	Subtotal Contract for IH Provider	IH Service Provider TBD				2,625,000.00		Subtotal	
	Delivery of Permanent Ho	Medium Term Rent Subsidies for 10 indiv	Service Provider TBE	10.00	2,131	24	511,440.00		10 participants x 1 bedroom FMR (\$2,131) for 24 months	
	Delivery of Permanent Ho	PSH units leveraged through CE system	Various	4.00	2,131	18		153,432.00	Assumes 4 participants will secure PSH over the course of the ERF term	
Subtotal - Non-Personnel Costs								\$ 6,488,272.50	\$ 2,197,319.50	
ADMINISTRATIVE COSTS										
	Administrative Costs	Up to 5% for City of Antioch					324,413.50			
Subtotal - Administrative Costs								\$ 324,413.50	\$ -	
TOTAL BUDGET								\$ 6,812,686.00	\$ 2,523,983.50	



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** November 12, 2024

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

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

**SUBJECT:** Resolution Rescinding Resolution 2022/167 "Resolution of the City Council of the City of Antioch Approving the City Clerk's Request for the City Attorney to Provide Managerial Oversight of the City Clerk's Department in Cooperation with the City Clerk"

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution rescinding Resolution 2022/167, "Resolution of the City Council of the City of Antioch Approving the City Clerk's Request for the City Attorney to Provide Managerial Oversight of the City Clerk's Department in Cooperation with the City Clerk".

### **FISCAL IMPACT**

There is no anticipated fiscal impact for this action.

### **DISCUSSION**

The City of Antioch has an elected City Clerk who historically works with managerial support from a staff member of the City's executive management team. On September 13, 2022, City Council adopted Resolution 2022/167 of the City Council of the City of Antioch approving the elected City Clerk's request for the City Attorney to provide managerial oversight of the City Clerk's Department in cooperation with the City Clerk (Attachment C). This resolution transferred cooperative oversight of the City Clerk's Department from the City Manager to the City Attorney at the request of the current City Clerk whose term is expected to end on December 10, 2024.

The City held an election for a new City Clerk on November 5, 2024. The City expects to swear in the new City Clerk on December 10, 2024. Therefore, the City Council is rescinding the prior resolution requested by the current City Clerk, so that the City Attorney is no longer required to provide cooperative oversight of the City Clerk's Department. However, the City Manager has the authority to designate a City employee to provide cooperative managerial oversight of the City Clerk's Office.

The City Clerk's Department and City Attorney Office will continue to work together to ensure compliance with federal, state, and local laws and regulations including but not

limited to open meetings laws, such as the Brown Act (Government Code § 54950, et seq.), conflict of interest laws, such as the Political Reform Act of 1974 (Government Code § 83111, et seq.), and transparency laws, such as the Public Records Act (Government Code § 6250, et seq.). The City Clerk is the City's Elections Official charged with the duty of conducting elections (Elections Code § 320) and the City Attorney provides legal advice to ensure compliance with elections laws. The City Clerk serves as the service agent for the City regarding claims, subpoenas, and summons and the City Attorney represents the City in all legal actions and proceedings.

### **ATTACHMENTS**

- A. Resolution rescinding Resolution 2022/167
- B. September 13, 2022 Staff Report
- C. Resolution 2022/167

# ATTACHMENT A

## RESOLUTION NO. 2024/xxx

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH RESCINDING RESOLUTION NO. 2022/167 “RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE CITY CLERK’S REQUEST FOR THE CITY ATTORNEY TO PROVIDE MANAGERIAL OVERSIGHT OF THE CITY CLERK’S DEPARTMENT IN COOPERATION WITH THE CITY CLERK”**

**WHEREAS**, on September 13, 2022, City Council adopted Resolution 2022/167 approving the elected City Clerk’s request for the City Attorney to provide managerial oversight of the City Clerk’s Department in cooperation with the City Clerk;

**WHEREAS**, Resolution 2022/167 transferred cooperative oversight of the City Clerk’s Department from the City Manager to the City Attorney at the request of the current City Clerk;

**WHEREAS**, the City held an election for a new City Clerk on November 5, 2024 and expects to swear in the new City Clerk on December 10, 2024;

**WHEREAS**, the City Council is rescinding the prior resolution requested by the current City Clerk, so that the City Attorney is no longer required to provide cooperative oversight of the City Clerk’s Department;

**WHEREAS**, the City Clerk’s Department and City Attorney Office will continue to work together to ensure compliance with federal, state, and local laws and regulations including but not limited to open meetings laws, such as the Brown Act (Government Code § 54950, et seq.), conflict of interest laws, such as the Political Reform Act of 1974 (Government Code § 83111, et seq.), and transparency laws, such as the Public Records Act (Government Code § 6250, et seq.);

**WHEREAS**, the City Clerk is the City’s Elections Official charged with the duty of conducting elections (Elections Code § 320) and the City Attorney provides legal advice to ensure compliance with elections laws; and

**WHEREAS**, the City Clerk serves as the service agent for the City regarding claims, subpoenas, and summons and the City Attorney represents the City in all legal actions and proceedings.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby rescinds its adoption of Resolution No. 2022/167 Resolution of the City Council of the City of Antioch Approving the City Clerk’s Request for the City Attorney to Provide Managerial Oversight of the City Clerk’s Department in Cooperation with the City Clerk”.

\* \* \* \* \*

**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 November, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 13, 2022

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

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

**SUBJECT:** Resolution Seeking Approval of City Clerk's Request for the City Attorney to Provide Managerial Oversight of the City Clerk's Department in Cooperation with the City Clerk

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution approving the City Clerk's request for the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk.

**FISCAL IMPACT**

There will be no fiscal impact.

**DISCUSSION**

The City of Antioch has an elected City Clerk who historically works with managerial support from a staff member of the City's executive management team. The City Clerk has requested that the City Attorney provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk including work product, personnel, and the budget.

The City Clerk and the City Attorney work together across numerous functions and duties, so both the City Clerk and the City Attorney believe this working relationship would benefit the City.

The City Clerk's Department and City Attorney Office both work to ensure compliance with federal, state, and local laws and regulations including but not limited to open meetings laws, such as the Brown Act (Government Code § 54950, et seq.), conflict of interest laws, such as the Political Reform Act of 1974 (Government Code § 83111, et seq.), and transparency laws, such as the Public Records Act (Government Code § 6250, et seq.). The City Clerk is the City's Elections Official charged with the duty of conducting elections (Elections Code § 320) and the City Attorney provides legal advice to ensure compliance with elections laws. The City Clerk serves as the service agent for the City regarding claims, subpoenas, and summons and the City Attorney represents the City in all legal actions and proceedings.

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE CITY CLERK'S REQUEST FOR THE CITY ATTORNEY TO  
PROVIDE MANAGERIAL OVERSIGHT OF THE CITY CLERK'S DEPARTMENT  
IN COOPERATION WITH THE CITY CLERK**

**WHEREAS**, the City Clerk has statutory authority to appoint deputies, for whose acts the City Clerk and the City Clerk's bondspersons are responsible, and the deputies shall hold office at the pleasure of the City Clerk and receive the compensation as provided by the City Council (Government Code § 40813);

**WHEREAS**, the City Clerk is the City's Elections Official charged with the duty of conducting elections (Elections Code § 320);

**WHEREAS**, the City of Antioch has an elected City Clerk who historically works with managerial support from a staff member of the City's executive management team who provides day-to-day managerial oversight of the affairs of the City Clerk's Department in cooperation with the City Clerk including work product, personnel, and the budget;

**WHEREAS**, the City Clerk and the City Attorney work together to ensure compliance with federal, state, and local laws and regulations including but not limited to open meetings laws, such as the Brown Act (Government Code § 54950, et seq.), conflict of interest laws, such as the Political Reform Act of 1974 (Government Code § 83111, et seq.), and transparency laws, such as the Public Records Act (Government Code § 6250, et seq.);

**WHEREAS**, the City Clerk serves as the service agent for the City regarding claims, subpoenas, and summons and the City Attorney represents the City in all legal actions and proceedings; and

**WHEREAS**, City Clerk, Elizabeth Householder, has requested that City Attorney, Thomas Lloyd Smith, provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk.

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

1. Approves the City Clerk's request for the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk and
2. Directs the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk, including but not limited to work product, personnel, and budget issues effective immediately.

\* \* \* \* \*

**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 13<sup>th</sup> day of September, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## ATTACHMENT C

### RESOLUTION NO. 2022/167

#### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE CITY CLERK'S REQUEST FOR THE CITY ATTORNEY TO PROVIDE MANAGERIAL OVERSIGHT OF THE CITY CLERK'S DEPARTMENT IN COOPERATION WITH THE CITY CLERK**

**WHEREAS**, the City Clerk has statutory authority to appoint deputies, for whose acts the City Clerk and the City Clerk's bondspersons are responsible, and the deputies shall hold office at the pleasure of the City Clerk and receive the compensation as provided by the City Council (Government Code § 40813);

**WHEREAS**, the City Clerk is the City's Elections Official charged with the duty of conducting elections (Elections Code § 320);

**WHEREAS**, the City of Antioch has an elected City Clerk who historically works with managerial support from a staff member of the City's executive management team who provides day-to-day managerial oversight of the affairs of the City Clerk's Department in cooperation with the City Clerk including work product, personnel, and the budget;

**WHEREAS**, the City Clerk and the City Attorney work together to ensure compliance with federal, state, and local laws and regulations including but not limited to open meetings laws, such as the Brown Act (Government Code § 54950, et seq.), conflict of interest laws, such as the Political Reform Act of 1974 (Government Code § 83111, et seq.), and transparency laws, such as the Public Records Act (Government Code § 6250, et seq.);

**WHEREAS**, the City Clerk serves as the service agent for the City regarding claims, subpoenas, and summons and the City Attorney represents the City in all legal actions and proceedings; and

**WHEREAS**, City Clerk, Elizabeth Householder, has requested that City Attorney, Thomas Lloyd Smith, provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk.

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

1. Approves the City Clerk's request for the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk and
2. Directs the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk, including but not limited to work product, personnel, and budget issues effective immediately.

**RESOLUTION NO. 2022/167**

September 13, 2022

Page Two

\* \* \* \* \*

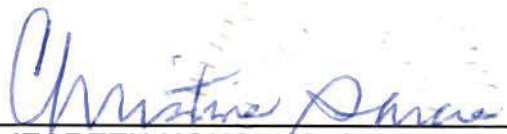
**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of September, 2022 by the following vote:

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

**NOES:** Mayor Thorpe

**ABSTAIN:** None

**ABSENT:** None

*for*   
\_\_\_\_\_  
**ELIZABETH HOUSEHOLDER, MPP**  
**CITY CLERK OF THE CITY OF ANTIOCH**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Kevin W. Kunding, Assistant City Attorney TLS

**APPROVED BY:** Thomas Lloyd Smith, City Attorney

**SUBJECT:** Bakery Antioch I, LLC.: Review and Possible Adoption of Resolution Approving Proposed Change in Ownership

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. approving Bakery Antioch I, LLC. dba Flame's change of ownership and
2. authorizing the City Manager to sign an amended operating agreement, in a form approved by the City Attorney, to incorporate Bakery Antioch I, LLC's change of ownership.

### **FISCAL IMPACT**

The proposed action should have no effect on the City budget.

### **DISCUSSION**

Bakery Antioch I is located at 2515 W. 10<sup>th</sup> Street. On July 10, 2024, City Staff received a request from the owner of Bakery Antioch I, LLC, Adam Bierman, to transfer 100% of his ownership interest to Sarmad Hayawi, Amar Salim, and Steven Petrus. The request is attached as Attachment B for reference. A summary of the new proposed owners is attached as Attachment C.

At the October 4, 2024, special meeting of the Cannabis Standing Committee, the Cannabis Standing Committee unanimously directed staff to forward the change of ownership to the City Council for review and approval. The minutes from that meeting are attached as Attachment D for reference.

The City's operating agreement with Bakery Antioch I, LLC limits Bakery Antioch I, LLC's ability to assign their operating agreement to another business. Assignment includes

any change in ownership, including a change in partners, of the business. Assignment is not allowed without City Council approval at a duly noticed public meeting pursuant to Section 13 of the operating agreement. The purpose of this provision is to make sure that an assignment does not occur without the City having the opportunity to review the proposed assignee's knowledge, experience, expertise, and financial stability as relating to cannabis businesses. The current Operating Agreement is attached as Attachment E for reference. The business' Articles of Organization and the Purchase Agreement are attached for reference as Attachments F and G, accordingly.

To accurately reflect the change the Ownership, the Operating Agreement has been amended as follows:

- The Recitals have been updated to reflect current ownership circumstances.
- Paragraph 16 has been updated to reflect new points of contact.
- The signature blocks have been updated to reflect the new City Manager, Bessie Marie Scott, along with the new ownership of Bakery Antioch I.

Bakery Antioch I has proposed a change in ownership of its limited liability company. While an LLC continues in name to own Bakery Antioch I, a new entity will control 100% of the LLC. The operating agreement (Section 13) requires this type of transfer of ownership to be approved by the City Council. Without such approval, the transfer is invalid or violative of the operating agreement. Staff recommends the City Council review and approve this change, as well as adopt a resolution amending the Operating Agreement.

## **ATTACHMENTS**

- A. Resolution
- B. Change of Ownership Request
- C. Summary of Proposed Owners
- D. Minutes from October 4, 2024, Cannabis Standing Committee Special Meeting
- E. Current Operating Agreement
- F. Bakery Antioch I, LLC Articles of Organization
- G. Purchase Agreement

## **RESOLUTION NO. 2024-C-S**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A CHANGE IN OWNERSHIP FOR BAKERY ANTIOCH I, LLC.**

**WHEREAS**, on December 14, 2021, by Resolution No. 2021/196, the City Council approved Cannabis Business Use Permit no. 21-16 for Bakery Antioch I, LLC;

**WHEREAS**, on May 24, 2022, by Resolution No. 2022/97, the City Council approved the Operating Agreement for Bakery Antioch I, LLC (“Operating Agreement”);

**WHEREAS**, Bakery Antioch I, LLC has indicated a change in ownership of its limited liability company;

**WHEREAS**, Bakery Antioch I, LLC’s owner Adam Bierman seeks to sell 100 percent control of Bakery Antioch LLC to Sarmad Hayawi, Amar Salim, and Steven Petrus;

**WHEREAS**, Section 13 of the Operating Agreement requires this type of transfer of ownership to be approved by the City Council;

**WHEREAS**, without City Council approval, the transfer of ownership violates the terms of the Operating Agreement;

**WHEREAS**, the City Council has considered Bakery Antioch I, LLC’s experience in the cannabis industry and its financial stability;

**WHEREAS**, the City Council has received public comment on this matter at its October 22, 2024, regular meeting;

**WHEREAS**, the City Council has considered Bakery Antioch LLC’s request for approval of its change of ownership and the potential benefits to the Antioch community by providing additional funding for programs to address community needs within Antioch.

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

1. approves Bakery Antioch I, LLC’s change of ownership and recognizes Sarmad Hayawi, Amar Salim, and Steven Petrus, as the sole shareholders of Bakery Antioch I, LLC currently owning 100 percent of the shares; and
2. authorizes the City Manager to sign an amended operating agreement, in a form approved by the City Attorney, to incorporate Bakery Antioch I, LLC’s change of ownership.

\* \* \* \* \*

**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 November, 2024 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## ATTACHMENT B

### DELIVERY VIA ELECTRONIC MAIL

Date: July 10, 2024

To: Kevin W. Kunding, Assistant City Attorney  
Email: [kkunding@antiochca.gov](mailto:kkunding@antiochca.gov)  
Phone: (925) 779-7015

CC: Thomas Lloyd Smith, City Attorney  
Email: [tlsmith@antiochca.gov](mailto:tlsmith@antiochca.gov)  
From: Redworkshop Antioch, LLC

Adam Bierman, Owner  
Owner Email:  
Phone:

**Re: Redworkshop Antioch, LLC's ("Transferor") Request for Approval of Transfer of Ownership of Cannabis Business Use Permit #19-14 to Sarmad Hayawi, Amar Salim, and Steven Petrus ("New Owners")**

---

Dear Mr. Kunding,

Please accept this written request regarding Transferor's desire to transfer 100% of its ownership interest in Cannabis Business Use Permit #19-14, currently held by Bakery Antioch I, LLC and located at 2515 W. 10th Street, Antioch, CA 94509 (the "Site"). Contingent on the City's approval, the Transferor has agreed to transfer 100% of the ownership interest in Bakery Antioch I, LLC to Sarmad Hayawi, Amar Salim, and Steven Petrus (collectively, the "New Owners").


In compliance with Section 13 of the recorded Operating Agreement by and between the City of Antioch and Licensee, dated April 8, 2021, the Licensee and the Transferor provided evidence and documentation supporting the New Owners' specialized knowledge, experience, expertise, and financial stability to the City for its review and consideration on July 2, 2024.

The New Owners have reviewed the Operating Agreement and Cannabis Business Use Permit #19-14 and have represented to the Transferor that they agree to all the terms and conditions therein and will not be requesting any modifications.

In light of the foregoing, the Transferor and the New Owners would like to request an opportunity to appear at the next City Council meeting to seek Council's approval of the proposed transfer of ownership.

Thank you in advance for your time and consideration. Please contact me with any further questions or concerns.

Sincerely,



Adam Bierman, Owner

**(CONFIDENTIAL)**

**Summary of Prospective Owners of Cannabis License**

2515 West 10th Street, Antioch, California 94509

Sarmad Hayawi, Steven Petrus, and Amar Salim are experienced retail cannabis operators with added decades of general, small and large, business knowledge. Their prospective ownership of Bakery Antioch I, LLC is being submitted with the utmost understanding of their long history in retail business but also their dedication to their work.

Below, please find a brief summary of each partners cannabis and non-cannabis experience as well as their individual financials. You will also find a brief biography of each of each of them and the various skills they each have.

**Sarmad Hayawi – Owner/Managing Partner**

**Summary**

**Cannabis Experience**

- The Healing Center; Needles, CA
  - Managing Partner; 2022 – present
- Flame Santa Rosa; Santa Rosa, CA
  - Managing Partner; 2023 – present

**Other Work Experience**

- Freeway Insurance
  - District Manager; 2007 to present

**Financials**

- Monthly Income: \$40,000
- Cash on Hand: \$1.6 million
- Real Estate Assets: \$5 million
- Other Assets: \$200,000



Sarmad Hayawi is a seasoned entrepreneur with extensive experience in the cannabis industry, currently serving as the Managing Partner at both The Healing Center in Needles, California, and Flame Santa Rosa in Santa Rosa, California. With a proven track record of successful business management, Sarmad has demonstrated exceptional leadership and strategic vision. His role as a District Manager at Freeway Insurance since 2007 has further refined his ability to lead teams, manage operations, and drive business growth.

Sarmad's financial acumen is evident in his substantial investments, including significant real estate holdings and a diversified asset portfolio. His keen understanding of market dynamics, coupled with his robust financial foundation, makes him a reliable and forward-thinking business leader in the cannabis sector. Sarmad's dedication to excellence and his strategic approach to business development position him as a key player poised to drive the future success of his ventures.

## **(CONFIDENTIAL)**

### **Summary of Prospective Owners of Cannabis License**

2515 West 10th Street, Antioch, California 94509

#### **Steven Petrus – Owner/Managing Partner**

##### **Summary**

###### **Cannabis Experience**

- Flame Santa Rosa; Santa Rosa, CA
  - Managing Partner; 2023 – present

###### **Other Work Experience**

- Freeway Insurance
  - Vice-President; 2012 to present

###### **Financials**

- Monthly Income: \$20,000
- Cash on Hand: \$350,000
- Real Estate Assets: \$1.5 million
- Other Assets: \$120,000



Steven Petrus brings a wealth of experience and strategic vision to the cannabis industry as a Managing Partner at Flame Santa Rosa in Santa Rosa, California. His extensive background as Vice-President at Freeway Insurance since 2012 showcases his exceptional leadership and decision-making capabilities, contributing to the growth and stability of the organization.

Steven's strong financial position, bolstered by substantial real estate investments and a solid monthly income, underscores his commitment to growth and stability. His strategic investments and financial prudence highlight his ability to navigate complex markets and make sound business decisions. Steven's blend of insurance industry expertise and cannabis business acumen positions him as a dynamic and resourceful entrepreneur, poised for continued success in the rapidly evolving cannabis market. His dedication to innovation and excellence makes him a valuable asset in any business endeavor.

## **(CONFIDENTIAL)**

### **Summary of Prospective Owners of Cannabis License**

2515 West 10th Street, Antioch, California 94509

#### **Amar Salim – Owner/Managing Partner**

##### **Summary**

###### **Cannabis Experience**

- The Healing Center; Needles, CA
  - Managing Partner; 2022 – present
- Flame Santa Rosa; Santa Rosa, CA
  - Managing Partner; 2023 – present

###### **Other Work Experience**

- Car Dealership, Owner; San Diego, CA
- Convenience Store, Owner: San Diego, CA
- Pizza Restaurant, Owner; San Marcos, CA

###### **Financials**

- Monthly Income: \$40,000
- Cash on Hand: \$800,000
- Real Estate Assets: \$6 million
- Business Assets: \$400,000



Amar Salim is a versatile and accomplished business owner with a diverse portfolio in the cannabis, automotive, convenience store, and food service industries. As the Managing Partner at both The Healing Center in Needles, California, and Flame Santa Rosa in Santa Rosa, California, Amar leverages his extensive entrepreneurial experience to drive success and innovation. His ownership of a car dealership, convenience store, and pizza restaurant in San Diego and San Marcos, California, highlights his ability to manage and grow various business ventures.

Amar's impressive financial standing, with significant real estate and business assets, showcases his strategic investment skills and his commitment to fostering sustainable business growth across multiple industries. His hands-on approach and dedication to excellence have enabled him to build and maintain successful enterprises, while his strategic vision and innovative mindset position him as a leader capable of driving the future success of his cannabis ventures. Amar's diverse business acumen and strong financial foundation make him a formidable and inspiring figure in the entrepreneurial landscape.

**(CONFIDENTIAL)**

**Summary of Prospective Owners of Cannabis License**

2515 West 10th Street, Antioch, California 94509

**Attached:**

Bank Statement

# ATTACHMENT D

## CANNABIS STANDING COMMITTEE

**Special Meeting**  
**11:00 A.M.**

**October 4, 2024**  
**Council Chambers**

### ROLL CALL

Council Member/Committee Chair Wilson called the meeting to order at 11:00 A.M. and Acting City Clerk Rosales called the roll.

Present: Council Member/Committee Chair Wilson and Council/Committee Member Torres-Walker

Staff: Assistant City Attorney, Kevin Kunder  
Administrative Analyst, Vanessa Rosales  
Administrative Assistant, Alexia Cervantes

**INTRODUCTIONS** - None

### CONSENT AGENDA

#### **A. APPROVAL OF CANNABIS STANDING COMMITTEE SPECIAL MEETING MINUTES FOR SEPTEMBER 20, 2024**

On motion by Council Member/Committee Chair Wilson, seconded by Council/Committee Member Torres-Walker the Cannabis Standing Committee members unanimously approved the meeting minutes for September 20, 2024.

### REGULAR AGENDA

#### **1. PRESENTATION BY OPPORTUNITY JUNCTION REGARDING THE SOCIAL EQUITY PROGRAM FOR BAKERY ANTIOCH I, LLC**

Brianne Robinson representing Opportunity Junction gave a Social Equity PowerPoint presentation that included their history, programs and services as well as success stories.

Council Member/Committee Chair Wilson and Councilmember Torres-Walker thanked Ms. Robinson for the presentation.

In response to Committee Members, Ms. Robinson explained they had been in Antioch since 2000, and their CNA program expansion launched in 2021. She stated Opportunity Junction began partnering with CoCo Farms in 2020 and since that time, they had received funding from them in the amount of \$230,000. She reported that Steven from Bakery Antioch LLC toured their site this week. She gave an overview of the Remote Technology Center and the Administrative Training programs as well as their tracking of alumni and long-term outcomes.

#### **2. BAKERY ANTIOCH I, LLC CHANGE OF OWNERSHIP**

## **CANNABIS COMMITTEE**

### **Special Meeting**

**September 20, 2024**

**Page 2 of 2**

Assistant City Attorney Kunding presented the staff report dated October 4, 2024 recommending the Cannabis Standing Committee take one of the following actions: 1) Motion to recommend that the City Council approve Bakery Antioch I LLC's request to transfer 100% of their ownership interest to Sarmad Hayawi, Amar Salim, and Steven Petrus; 2) Motion to recommend that the City Council deny Bakery Antioch I LLC's transfer 100% of their ownership interest to Sarmad Hayawi, Amar Salim, and Steven Petrus; or 3) Take no action.

Council/Committee Member Torres-Walker stated she was pleased that Mr. Petrus was able to meet with Opportunity Junction to understand how the funds would be spent towards helping the community in which they were intended.

A motion was made by Council/Committee Member Torres-Walker, seconded by Council Member/Committee Chair Wilson to recommend that the City Council approve Bakery Antioch I LLC's request to transfer 100% of their ownership interest to Sarmad Hayawi, Amar Salim, and Steven Petrus.

Council Member/Committee Chair Wilson thanked Mr. Petrus for visiting Opportunity Junction and encouraged him to continue communicating with them.

Steve Petrus / Owner / Managing Partner stated that Opportunity Junction was very impressive, and he enjoyed seeing their program.

A vote taken on the previous motion to recommend that the City Council approve Bakery Antioch I LLC's request to transfer 100% of their ownership interest to Sarmad Hayawi, Amar Salim, and Steven Petrus, passed unanimously.

Following discussion, the Cannabis Standing Committee requested the following future agenda items: review of the Social Equity Policy, report out on annual general fund revenue received from dispensary operators and report out on revenue Social Equity partners received from dispensary operators

Assistant City Attorney Kunding responded that he would place these items for discussion on the next agenda.

## **ADJOURNMENT**

On motion by Council/Committee Member Torres Walker, seconded by Council/Committee Chair Wilson the Committee unanimously adjourned the meeting at 11:27 A.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

## ATTACHMENT E

Recorded at the Request of  
Old Republic Title Company -  
Oakland

#0179001510

RECORDING REQUESTED BY,  
AND WHEN RECORDED, MAIL TO:

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



Electronically Recorded  
CONTRA COSTA Co Recorder Office  
DEBORAH COOPER, Clerk-Recorder  
**DOC - 2021-0188824**  
Thursday, Jul 1, 2021 13:17:00



Total Paid: No Fee

Receipt #: 202100142019

19 - eRecording Partners Network LLC

220 / ABPC / 1-26

Exempt from recording fee per Government Code §6103 / 07303

### OPERATING AGREEMENT

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

### RECITALS

- A. Operator submitted an application for approval of its use permit for a cannabis business consisting of a dispensary with delivery and a type N infusion license.
- B. On December 8, 2020, by Resolution No. 2020/182, the City Council approved Cannabis Business Use Permit # 19-14 relating to Operator's application ("**CBUP**"). A copy of the CBUP is attached hereto as Exhibit A and incorporated herein. The CBUP relates to the Site, as described in Exhibit B, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP.
- D. On December 8, 2020, the City Council adopted Resolution 2020/183 approving this Agreement.

### AGREEMENT

- 1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
- 2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.
  - a. Agreement—This Agreement between the City and Operator.

b. **Applicable Law**—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City’s ordinances, resolutions, rules, and regulations, as each statute, regulation, regulation, rule, Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

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

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

e. **Cannabis Business Use Permit**—the Cannabis Business Use Permit, attached hereto as **Exhibit A**, as approved by City Council Resolution 2020/182.

f. **City**—the City of Antioch, California.

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

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

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

j. **Operator**—Bakery Antioch I, LLC, formerly Bakery Antioch I, Inc.

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

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

- Cash discounts allowed and taken on sales;
- Credit allowed on property accepted as part of the purchase price and which property may later be sold;
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit;
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee furnishes to the City the names and addresses of the others and the amounts paid to them; and

- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded .

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

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

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

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

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

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

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

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

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

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

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 8.00 a.m. to 8.00 p.m. There are no other hours’ restrictions on the Business Operations, including delivery.

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

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

**6. Fees.**

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

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

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

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

**7. Social Equity Programs.**

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("**Equity Program**") to benefit the City and its residents, to foster

equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

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

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

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

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

9. **Default.**

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

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

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

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

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

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

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

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

13. **Assignment.** City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such

entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

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

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

15. **Insurance.**

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

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

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

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

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

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

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

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

To the City of Antioch:

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

With a copy to:

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

To Operator:

Bakery Antioch I, LLC  
c/o Cookies Retail LLC  
4676 MacArthur Court, Floor 15  
Newport Beach, CA 92660  
Attn: Legal Counsel

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

Reuben, Junius & Rose LLP

One Bush Street, Suite 600

San Francisco, CA 94104

Attn: Mark Loper, Esq.

**17. Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

EXECUTED AS OF 7/8, 2021.

CITY OF ANTIOCH

BAKERY ANTIOCH I, LLC

By: Rowland E. Bernal, Jr.

Rowland E. Bernal, Jr., City Manager

By: Brandon Johnson

Brandon Johnson, Manager

Attest:

Christine Householder

Elizabeth Householder, City Clerk

Approved as to form:

Thomas Lloyd Smith

Thomas Lloyd Smith, City Attorney

# TRUE COPY CERTIFICATION

(Government Code 27361.7)

Oakland, California  
Place of Execution (City and State)

I certify under penalty of perjury that this material is a true copy of the original material contained in the document.

City of Antioch  
Contra Costa County, CA  
Incorporated February 6, 1872

Attest:

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

eRecording Partners Network

7/1/2021  
Date

By:   
Signature of Declarant

S. Rayndles  
Type or Print Name

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Contra Costa

On June 25, 2021

Date

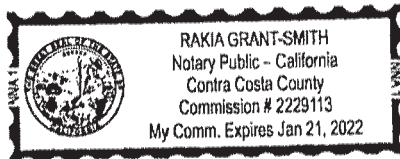
before me, Rakia Grant-Smith, Notary Public

Here Insert Name and Title of the Officer

personally appeared Rowland E. Bernal Jr.

Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

*Rakia Grant-Smith*

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Operating Agreement

Document Date: April 8, 2021

Number of Pages: 20

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California  
County of Orange )

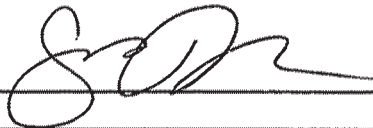
On April 8, 2021 before me, Sophia Naranjo, Notary Public  
(insert name and title of the officer)

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

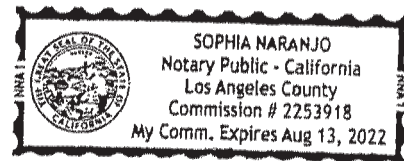
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## **EXHIBIT A**

[to be attached]

**RESOLUTION NO. 2020/182**

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

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

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

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

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

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

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

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

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

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

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

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December 8, 2020

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

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

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

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

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

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

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

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

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

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**A. GENERAL CONDITIONS**

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

**B. CONSTRUCTION CONDITIONS**

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

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

**C. AGENCY REQUIREMENTS**

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

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**D. FEES**

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

**E. PROPERTY MAINTENANCE**

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

**F. PROJECT-SPECIFIC REQUIREMENTS**

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

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

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

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

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

\* \* \* \* \*

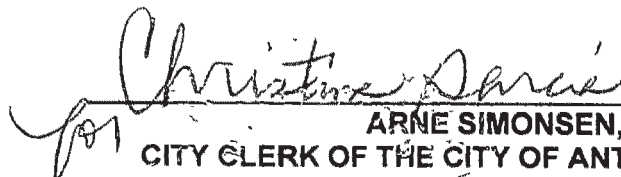
**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of said City Council held on the 8<sup>th</sup> day of December 2020, by the following vote:

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

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

  
**ARNE SIMONSEN, MMC**  
**CITY CLERK OF THE CITY OF ANTIOCH**

## **EXHIBIT B**

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

### EXHIBIT C

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

\*Eligible for local employment incentive, as follows:

The total amount payable to City by the Operator pursuant to this Exhibit shall be reduced by the following amount(s) if the Operator employs not fewer than the following numbers of Antioch residents on a full-time basis, providing healthcare benefits:

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

Example: If the revenue due to the City from Operator, based on Gross Receipts, is \$500,000, and the Operator employs 51 City residents, then the \$500,000 would be reduced by 3% and the Operator would owe the City \$485,000.

For any Operator requesting the local employment incentive, the City reserves the right to verify the number of City residents employed on an annual basis.

## **EXHIBIT D**

Operator will donate a percentage of gross receipts to programs whose purpose is to help underprivileged children or adults who have been adversely affected by drug abuse, with such programs serving Antioch residents.

Consistent with this goal, Operator will provide to Opportunity Junction, Inc., an Antioch 501 (c)(3) non-profit corporation, the following funding: 0.25% in year one, 0.37% in year 2, and 0.5% in year 3 and thereafter (with a minimum annual guarantee of \$25,000) of gross receipts, paid consistent with the terms of the Operating Agreement.

Operator's funding will help Opportunity Junction expand its existing Healthcare Career Pathway program into Antioch. This program offers training to become a Certified Nursing Assistant ("CNA"), which will help the trainees begin careers leading to financial security and increase the number of local CNAs, which may improve healthcare equity in the region.

202112710687



**State of California**  
**Secretary of State**

4534170-out

**Limited Liability Company**  
**Articles of Organization - Conversion**

LLC-1A

File #

**FILED** *ink*  
Secretary of State  
State of California

APR 23 2021

This Space For Filing Use Only

**IMPORTANT — Read all instructions before completing this form.****Converted Entity Information**

1. Name of Limited Liability Company (The name must include the words Limited Liability Company or the abbreviations LLC or L.L.C. The words Limited and Company may be abbreviated to Ltd. and Co., respectively.)

Bakery Antioch I, LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

3. The limited liability company will be managed by (check only one):



One Manager



More Than One Manager



All Limited Liability Company Member(s)

4. Initial Street Address of Limited Liability Company's Designated Office in CA

2804 Gateway Oaks Drive, #100

City

Sacramento

State

CA

Zip Code

95833

5. Initial Mailing Address of Limited Liability Company, if different from Item 4

City

State

Zip Code

6. Initial Agent for Service of Process: Item 6a: List the name of an individual or a corporation registered in CA under California Corporations Code section 1505 that agrees to be your agent for service of process. You may not list the converted entity as the agent. Item 6b: If the agent is an individual, list the agent's CA business or residential street address. Item 6c: If the agent is an individual and the converting entity is a CA corporation, limited partnership or general partnership, list the the agent's mailing address. Do not list an address if the agent is a CA registered corporate agent as the address for service of process is already on file.

- a. Name of Agent For Service of Process

Paracorp Incorporated (C1082536)

- b. If an individual, Street Address of Agent for Service of Process - Do not list a P.O. Box

City

State

CA

Zip Code

- c. If an individual, Mailing Address of Agent for Service of Process

City

State

Zip Code

**Converting Entity Information**

7. Name of Converting Entity

Bakery Antioch I, Inc.

8. Form of Entity

Stock Corporation

9. Jurisdiction

CA

10. CA Secretary of State Entity Number, if any

4534170

11. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class:

The class and number of outstanding interests entitled to vote.

AND

The percentage vote required of each class.

100,000 Common Shares

100%

**Additional Information**

12. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made part of this certificate.

13. I certify under penalty of perjury that the contents of this document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

*Brandon Johnson*  
Signature of Authorized Person

Brandon Johnson, President

Type or Print Name and Title of Authorized Person

*Ryan Johnson*  
Signature of Authorized Person

Ryan Johnson, Secretary

Type or Print Name and Title of Authorized Person

## ATTACHMENT G

### MEMBERSHIP INTEREST PURCHASE AGREEMENT

This MEMBERSHIP INTEREST PURCHASE AGREEMENT ("Agreement") is made and entered into by and between **REDWORKSHOP ANTIOCH, LLC** (hereinafter "Seller"), **SARMAD HAYAWI, AMAR SALIM, STEVEN PETRUS** (hereinafter collectively "Buyers"). The individuals and/or parties to this Agreement may sometimes be referred to separately as "Party" or collectively "Parties."

### RECITALS

WHEREAS, Seller currently owns one hundred percent (100%) interest in BAKERY ANTIOCH I, LLC (the "LLC"), a California Limited Liability company duly organized under the laws of the State of California and having its principal place of business at 2515 W. 10TH STREET ANTIOCH, CA 94509

WHEREAS, on April 8, 2021, the LLC entered into an Operating Agreement with the City of Antioch ("Operating Agreement") for the operation of the Cannabis Business Use permit #19-14 approved by the Antioch City Council.

WHEREAS, on June 3, 2022, the LLC executed an amended and restated version of the Operating Agreement where the Seller was confirmed as the owner of the LLC.

WHEREAS, the Seller has defaulted on certain monetary obligations owed to COOKIES RETAIL LLC ("Cookies") and agrees to assign all consideration to be paid by this Agreement to Cookies

WHEREAS, Buyers and Seller wish to enter into a contractual agreement pursuant to the terms and conditions set forth below under which Seller will sell to Buyers, and Buyers will purchase from Seller certain rights, title and interests of Seller associated with or a part of any and all interest of which Seller presently owns or has any interest in the LLC.

NOW, THEREFORE, in consideration of the mutual covenants and promises, and upon the conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE 1

#### PURCHASE AND SALE OF INTEREST AND ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of Interest. Subject to the terms and conditions of this Agreement, at the Closing Date as defined below, Seller **REDWORKSHOP ANTIOCH, LLC** will sell, transfer, convey, assign and deliver to Buyers one hundred percent (100%) interest in the LLC. Buyers **SARMAD HAYAWI, AMAR SALIM, STEVEN PETRUS** will purchase, acquire and accept from Seller one hundred percent (100%) interest in the LLC.

1.2 Consideration. The total consideration for this Agreement to be paid by Buyers to Cookies is **One Hundred Fifty Thousand Dollars (\$150,000.00)** (the "Purchase Price"). (the "Monetary Consideration").

(a) *Payment of Purchase Price.* The Purchase Price shall be paid as follows:

- a. A payment by check or wire in the amount of Seventy-Five Thousand Dollars (\$75,000.00) at Closing;
- b. At Closing, a promissory note ("Note") to Seller in the face amount of Seventy-Five Thousand Dollars (\$75,000.00) with interest at the rate of 10% per annum. Seller shall pay principal and interest payments amortized over a 6-month period with a maturity date 6 months after the Closing.

(b) *Adjustment of Purchase Price.* In the event that the value of the assets is determined to be different from the amount stated in Section 1.2, the Purchase Price shall be adjusted accordingly to reflect such determination. Any such adjustment shall be made by mutual agreement of the Buyers and Seller and shall be documented in an amendment to this Agreement.

(c) *Assignment of Rights to Consideration.* Seller hereby assigns, transfers, and conveys to Cookies, all of Seller's right, title, and interest in and to the consideration due to Seller under this Agreement (the "Assigned Rights"). Buyer acknowledges and consents to this assignment and agrees that, upon receipt of notice of this assignment, all payments of the consideration due under this Agreement shall be made directly to Cookies or as otherwise directed by Cookies. Upon the effective date of this assignment, Seller shall be released from all obligations to receive the consideration under this Agreement, and Buyer agrees that its obligation to pay the consideration to Seller is satisfied by paying Cookies. Seller shall provide written notice to Buyer of this assignment, including all necessary payment instructions for directing the consideration to Cookies. Seller agrees to execute and deliver any additional documents and take any further actions necessary to effectuate the assignment of the Assigned Rights to Cookies. Seller represents and warrants that it has the full right, power, and authority to assign the Assigned Rights and that the Assigned Rights are free and clear of any liens, encumbrances, or claims of third parties.

1.3 Further Assurances. After the Closing Date, Seller will from time to time, at the request of Buyers and without further cost or expense to the other party, execute and deliver any other instruments of conveyance and transfer, and take any other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated by this Agreement to vest in Buyers good and marketable title to the interests of Seller being transferred.

1.4 Payment of Taxes and Other Charges., If Any. Any provision of this Agreement to the contrary notwithstanding, Buyers shall pay all transfer taxes, including, without limitations, all real estate transfer, deed conveyance and lease assignment fees or taxes, conveyance taxes, sales and use taxes, stamp taxes, bulk sales taxes, fees in connection with registrations or permits, and other taxes, charges or assessments which arise out of or are imposed upon the sale of interest by Seller to Buyers, if any. Buyers will prepare and file any reports, returns or other information required to be filed to any taxing authority relating to those transfer taxes and will timely pay the amounts shown on those returns and any additional amounts due or owing, including, without limitation, interest, penalties, and additions to tax (including interest, penalties and additions imposed as a result of Seller's failure to pay any such taxes) to the appropriate taxing authority.

1.5 No Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will:

- (a) Violate any provision of the Articles of Organization or Operating Agreement of the LLC;
- (b) Violate, or be in conflict with or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or cause the acceleration of the maturity of any debt or obligation pursuant to, or result in the creation or imposition of any security interest, lien or other encumbrance upon any property or assets of Seller under, any agreement or commitment to which Seller is a party or by which Seller is bound, or to which the property of Seller is subject; or
- (c) Violate any statute or law or any judgement, decree, order, regulation or rule of any court or governmental authority.

1.6 Seller's Indemnification. In addition to any other agreement on the part of Seller to indemnify Buyer set forth in this Agreement, Seller shall indemnify, defend, and hold Buyer, its affiliates, officers, directors, employees, agents, successors, and assigns harmless from and against any and all loss, cost, damage, claim, liability, or expense, including but not limited to reasonable attorney fees and costs, arising from or related to:

- (a) Seller's ownership or use of the Assets, or Seller's operation of the Business, prior to the transfer of ownership;
- (b) the failure or falsity of any representation or warranty of Seller contained in this Agreement;
- (c) the failure by Seller to observe or perform any other covenant or agreement to be observed or performed by Seller under this Agreement;
- (d) any unpaid accounts or liabilities that remain open as of the transfer of ownership;

- (e) any claims, demands, actions, or proceedings made or brought against Buyer by any third party arising out of or in connection with Seller's acts or omissions prior to the transfer of ownership;
- (f) any environmental liabilities or conditions related to the Assets or the Business, existing prior to the transfer of ownership;
- (g) any infringement or alleged infringement of intellectual property rights by Seller in connection with the Assets or the Business prior to the transfer of ownership;
- (h) any taxes, duties, or other governmental charges or fees attributable to Seller's ownership or operation of the Business prior to the transfer of ownership;
- (i) any employment-related claims, including but not limited to wages, benefits, severance, or termination obligations, arising out of Seller's employment practices or policies prior to the transfer of ownership.

Seller shall promptly reimburse Buyer for any costs or expenses incurred by Buyer in connection with any claims, demands, actions, or proceedings subject to this indemnification, including without limitation any legal, accounting, or other professional fees. This indemnification shall survive the closing of this Agreement and shall not be limited by any other terms of this Agreement.

**1.7 Buyer's Indemnification.** In addition to any other agreement on the part of Buyer to indemnify Seller as set forth in this Agreement, Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, damage, claim, liability, or expense, including reasonable attorney fees and costs, in any way arising from or related to (a) Buyer's ownership or use of the Assets, or Buyer's operation of the Business, (b) the failure or falsity of any representation or warranty of Buyer contained in this Agreement, or (c) the failure by Buyer to observe or perform any other covenant or agreement to be observed or performed by Buyer under this Agreement.

## **ARTICLE 2 REPRESENTATIONS AND WARRANTIES**

**2.1 Representation and Warranties.** Seller represents and warrants to Buyers as follows:

**2.1.1** Seller are members and manager of the LLC which is duly organized, validity existing and in good standing under the laws of the State of California and is duly qualified to transact business as a foreign company in each jurisdiction in which the nature of the business currently transacted by Seller requires such qualification.

**2.1.2** To the best of Seller's knowledge, One Hundred Percent (100%) interest in the LLC has been issued, and there are no percentages available. Other than the interests being purchased by Buyers, there are no outstanding options or rights to purchase interest in the LLC in favor of any person or entity.

2.1.3 This Agreement and the sale of the interests pursuant hereto have been duly authorized by appropriate and all required corporate action; such sale and the LLC's compliance with the terms hereof will not violate the LLC's Articles of Organization, operating Agreement, any indenture, contract or other agreement to which the LLC is a party or by which it is bound, or any statute, rule, regulation or order of any court or agency applicable to the LLC; and the interests when sold as provided herein will have been duly and validly authorized and issues, fully paid and nonassessable.

2.1.4 Seller represents that to their understanding and to the best of their knowledge this offer is exempt from the qualification requirement of Section 25110 of the Corporations Code, pursuant to the limited offering exemption of Section 25102(f) of the Corporations Code, and that such offer and sale has been, and will be, made respectively in accordance with the requirements, limitations and other provisions of Section 25102(f).

2.2 Representations and Agreements of Buyers. By accepting this Agreement, Buyers confirms that Buyers understand that the interests have not been registered under the Securities Act of 1933 or other applicable securities laws and, accordingly, the interests are not freely transferable. Buyers hereby consents and agrees that the LLC may imprint on any certificate evidencing any of the interests an appropriate legend or notification to the effect that such interests are not freely transferable and may be transferred only in compliance with applicable securities laws and further consent and agree that the LLC may give appropriate "stop order" instructions in this regard to any transfer agent for interests of Buyers' interest.

### **ARTICLE 3 COVENANTS**

Seller and Buyers by this Agreement covenant and agree:

3.1 Use of Best Efforts. Seller and Buyers, by execution of this Agreement, agree to cooperate fully in obtaining, and each will use its best efforts and due diligence to obtain, all necessary consents and approvals and all other documents consents and approvals necessary to consummate the transactions contemplated by this Agreement, and to transfer any and all accounts to the appropriate title and business entity. Seller and Buyers, their affiliates, parents, successors, assigns, officers, directors, employees and agents, will take no action to hinder the prompt grant of any consents and approvals or turning over of any documentation or information. Seller will not enter into any transaction or series of transactions which may have the effect of circumventing the rights granted to Buyers under this Agreement. From the date of this Agreement, Seller will not enter into any agreement, partnership or other arrangement that would prevent or encumber or delay Seller from conveying the necessary documentation and accounts to Buyers upon the receipt of the necessary approvals or take any action which is inconsistent with their obligations under this Agreement.

**3.2 Confidentiality.** Each Party to this Agreement will hold and will cause its consultants and advisors to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all documents and information concerning the other Party furnished it by such other Party or its representatives in connection with the transactions contemplated by this Agreement (except to the extent that such information can be shown to have been (a) previously known by the Party to which it was furnished, (b) in the public domain through no fault of such Party, or (c) later lawfully acquired from other sources by the Party to which it was furnished), and each Party will not release or disclose such information to any other person except its auditors, attorneys, financial advisors, bankers and other consultants and advisors (whom each Party will cause to hold such information in strict confidence) in connection with this Agreement. If the transactions contemplated by this Agreement are not consummated, such confidence will be maintained except to the extent that information comes into the public domain through no fault of the Party required to hold it in confidence, and that information will not be used to the detriment of, or in relation to any investment in, the other Party and all such documents (including copies) will be returned to the other party immediately upon the written request of that other Party.

**3.3 No Solicitation.** From the date of this Agreement until the Closing Date, Seller will not solicit from, or discuss or negotiate with, or authorize any person or entity on their behalf to solicit from, or discuss or negotiate with, any other person or entity, or entertain (including by way of furnishing information) or consider any inquiries or proposals received from any other person or entity, concerning the possible disposition of any of Seller's business, assets or transfers of interests.

#### **ARTICLE 4 CLOSING DATE**

**4.1 Closing Date.** Subject to the terms and conditions hereof, the purchase and sale of the interests shall take place on when a "Second Amended and Restated Operating Agreement" is executed by the Buyers and the City of Antioch (the "Closing Date").

**4.2 Conditions.** Buyers' obligation to take up and pay for the interests on the Closing Date shall be subject to the following condition:

- (a) Seller's representations and warranties herein shall be true on and as of the Closing Date as though made on such date; Seller shall have performed all covenants and Agreements herein required to be performed on or before the Closing Date; and Seller shall have delivered to Buyers certificates to such effects, dated the Closing Date and executed by its President or Executive Vice-president.

## **ARTICLE 5 MISCELLANEOUS**

5.1 Amendment and Modification. Subject to applicable law, any of the terms of this Agreement, may be amended, modified or supplemented by written agreement of Seller and Buyers at any time prior to the earlier of the Closing Date.

5.2 Waiver of Compliance. Any failure of Seller or Buyers to comply with any obligation, covenant, agreement or condition in this Agreement may be expressly waived in writing by the other Party, but that waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

5.3 Severability. In the event that any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of this Agreement will continue in full force and effect, provided that such continuation would not materially alter the terms of this Agreement or diminish the benefits of this Agreement for any Party.

5.4 Specific Performance. Seller and Buyers severally agree and acknowledge that, due to the unique nature of the subject matter of this Agreement, the other Party would be irreparably damaged in the event of any breach of this Agreement, which damage could not be adequately compensated except by specific performance of this Agreement. In the event of any breach of this Agreement, the Parties agree that the nonbreaching Party will be entitled to temporary and permanent injunctive and other relief, including, but not limited to, specific performance of this Agreement, without any showing of actual damage or inadequacy of legal remedy, in any proceeding which may be brought to enforce this Agreement, including specifically the duty of Seller and Buyers to execute and perform this Agreement.

5.5 Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned, voluntarily or involuntarily, by any of the Parties without the prior written consent of the other Parties.

5.6 Governing Law. This Agreement and the legal relations among the Parties to this Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law doctrine.

5.7 Mutual Agreement To Arbitrate Disputes. In consideration of the Parties' mutual promise to arbitrate all disputes against each another, the Parties mutually agree to submit to binding arbitration regarding any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by mutual agreement between the Parties, except as to those claims excluded herein.

(a) Claims Covered. This Agreement includes all grievances, disputes, claims, or causes of action which either the Party has or shall have against one another, regarding any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by mutual agreement between the Parties, except as to those claims excluded herein.

(b) Class Action Waiver. Except as otherwise required by applicable law, the Parties agree that all claims subject to binding arbitration under this Agreement shall be conducted on an individual basis, and not as a class, representative, or collective action. The Parties agree to waive their right to join or consolidate claims with others in arbitration, or to make claims with others in arbitration as a plaintiff or class member in any purported class, representative, or collective action. Instead, the Parties agree to resolve their disputes under this Agreement only on an individual basis in arbitration. This waiver does not apply to representative claims brought under the California Private Attorneys General Act. However, under no circumstances shall the arbitrator consolidate claims of other persons into one (1) arbitration proceeding, nor shall the arbitrator have the power to hear an arbitration as a class, collective or representative action.

(c) JAMS Arbitration Rules. Arbitration shall be conducted pursuant to the JAMS Arbitration Rules and Procedures ("JAMS Rules") then in effect, to the extent they are not inconsistent with any provision of this Agreement. Executive may obtain a copy of the JAMS Rules by requesting them from the Company, by contacting JAMS at (800) 352-5267, or by accessing the JAMS website at [www.jamsadr.com](http://www.jamsadr.com).

(d) Terms of Arbitration.

i. Either Party may commence an arbitration by delivering written notice of the dispute to the other and invoking the provisions of this Section (a "Dispute Notice"), which Dispute Notice shall describe the dispute and the Parties to such dispute. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. Written notice of arbitration shall be initiated no later than the expiration of the applicable statute of limitations for such claim(s).

ii. Arbitration shall be conducted by a single neutral arbitrator, who shall be independent and a retired judge of any California state court or any U.S. District Court in California.

iii. Each of the disputing Parties shall exercise good faith in seeking to select the arbitrator within ten (10) days of the submission of the dispute to JAMS for arbitration. If the disputing Parties fail to agree on the arbitrator during such ten-day

(10) period, then JAMS shall designate an arbitrator with the same qualifications as set forth above.

iv. The arbitration shall take place in the County of Los Angeles. The arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold prehearing conferences by telephone or in person as the arbitrator deems necessary. The arbitrator shall have the authority to set deadlines for completion of discovery, and for filing motions for summary judgment, and to set briefing schedules for any motions. The arbitrator shall have the authority to adjudicate any cause of action, or the entire claim, pursuant to a motion for summary adjudication and/or summary judgment.

v. Each Party shall have the right to conduct meaningful discovery, including the use of written interrogatories, requests for production of documents, and requests for admissions, to take depositions, and to subpoena witnesses and documents. The arbitrator shall have the authority to make orders regarding discovery as the arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration.

vi. The arbitrator shall apply the substantive California state law or federal law as applicable to the claim(s) asserted. The arbitrator may award any remedy or relief available under applicable law, including any remedy or relief that would be available in a court of law. The arbitrator shall have the authority to provide for an award of attorney's fees and costs if such award is authorized by applicable law.

vii. Within thirty (30) days of the close of the arbitration hearing, the arbitrator shall issue a written decision with a statement of the findings and reasons for the arbitration award or other decision, and such award or other decision shall be final and binding on the Parties.

viii. The Parties expressly waive any right to appeal from the arbitrator's award, the judgment entered on the arbitrator's award or any order of the arbitrator except on grounds that would be available to vacate the decision of any binding arbitration under the laws of the State of California.

(f) Arbitration Fees. The Parties shall be responsible individually for their own arbitrator's fees and all expenses that are unique to arbitration. Each Party shall pay their own attorneys' fees, witness and transcript fees, and other litigation expenses associated with the arbitration.

(g) Governing Law. This agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. ("FAA"), but if the FAA is held not to apply to this agreement to arbitrate for any reason, this agreement to arbitrate shall be

governed under the laws of the state of California. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this Agreement.

(h) BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHT TO HAVE ANY DISPUTE, CLAIM OR CONTROVERSY DECIDED BY A JUDGE OR JURY, EXCEPT FOR THOSE CLAIMS EXCLUDED HEREIN.

**5.8 Notices.** All notices, requests, demands, and other communications required by this Agreement shall be in writing and shall be (a) delivered in person or by courier, (b) mailed by first class registered or certified mail, or (c) delivered by facsimile transmission, to the addresses listed below, or to such other address as a Party may designate to the other in writing. If delivered personally or by courier, the date on which the notice, request, instruction, or document is delivered shall be the date on which the delivery is made and, if delivered by facsimile transmission or mail as aforesaid, the date on which the notice, request, instruction, or document is received shall be the date of delivery.

To Seller at: The Law Offices of Nigel Burns  
Attn: Attorneys Nigel Burns Esq. and Nick Stahl Esq.  
800 W. 1<sup>st</sup> Street, Suite 401-12,  
Los Angeles, CA 90012  
Email: nburns@burnsattorneys.com / nstahl@burnsattorneys.com  
Ph: (213) 687-8080 / Fax: (213) 687-8383

To Buyers at: 2515 W. 10th Street  
Antioch, CA 94509

With Copy to:

Oday Yousif, Esq.  
Mattia & Yousif Law PC  
3835 Avocado Blvd, Suite 265, La Mesa, CA 91941  
Email: oday@mattiayousif.com  
Ph: (619) 795-6632; Fax: (619) 795-6032

**5.9 Word Usage.** As used in this Agreement, the plural form of any noun includes the singular and the singular includes the plural, unless the context requires otherwise. Each of the masculine, feminine and neuter forms of any pronoun includes all such forms, unless the context requires otherwise.

**5.10 Headings.** The Article and Section headings contained in this Agreement are inserted for convenience only and will not constitute a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

5.11 Third Parties. Except as specifically set forth or referred to in this Agreement, nothing expressed or implied in this Agreement is intended, or will be construed to confer upon or give to any person or LLC other than the Parties to this Agreement and their successors or assigns, any rights or remedies under or by reason of this Agreement.

5.12 Entire Agreement. This Agreement and the other documents and certificates delivered pursuant to the terms of this Agreement, set forth the entire agreement and understanding of the Parties in respect of the subject matter contained in this Agreement, and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any Party to this Agreement. Section

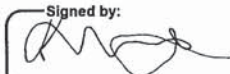
5.13 Representation. The Parties acknowledge that they have had the opportunity to consult with and seek the advice of independent counsel of their own choosing and have obtained such advice to the extent they desire or have voluntarily elected not to seek such legal advice concerning the execution of this Agreement. The Parties further represent that they are relying solely upon their own investigation, knowledge, information, belief, and judgement, and the advice of their counsel, if any, and not upon any statements, opinions, or representations of any other Party or that Party's attorneys, employees, or agents in executing this Agreement.


5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties on the dates indicated below.

**BUYERS**

Dated: 10/01/2024

Signed by:  
By:   
Name: Sarmad Hayawi

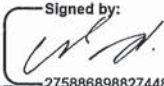
DocuSigned by:  
By:   
Name: Steven Petrus

**SELLER**

**REDWORKSHOP ANTIOCH, LLC**

Dated: 08/05/2024

By:   
Name: Adam Bierman  
Its: Authorized Signatory

Signed by:   
By: \_\_\_\_\_  
Name: Amar Salim

**ACKNOWLEDGEMENT OF ASSIGNMENT  
OF RIGHTS TO CONSIDERATION TO  
COOKIES RETAIL, LLC**

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
Name: Brandon Johnson  
Its: President



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** City Council Requested Discussion Item – Discussion on Potential to Lease Vacant Lot at Sycamore Dr. and L St.

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### **RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to City staff.

### **FISCAL IMPACT**

The recommended action has no fiscal impact at this time.

### **DISCUSSION**

This item is for the City Council's discussion at Councilmember Torres-Walker's request to consider the potential leasing of vacant property at Sycamore Drive and L Street.

### **ATTACHMENTS**

A. Map Showing Property's Location

Sycamore Dr. & L St.



- Street Signs
- ADA Ramps
- Streets
- Trails
- Medical Facilities
- City Facilities
- Fire Stations
- Religious Centers

- Schools
- Parks
- City Boundary
- NAME
- Antioch
- Brentwood; Clayton; Concord; Oakley; Pittsburg
- Parcel Outline


- Parcel Labels by Site Address
- Parcel Points
- Antioch\_2023.sid
- RGB
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 12, 2024

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** City Council Requested Discussion Item – Discussion on Potential to Lease Vacant Retail Space at Sycamore Square for APD Substation

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### **RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to City staff.

### **FISCAL IMPACT**

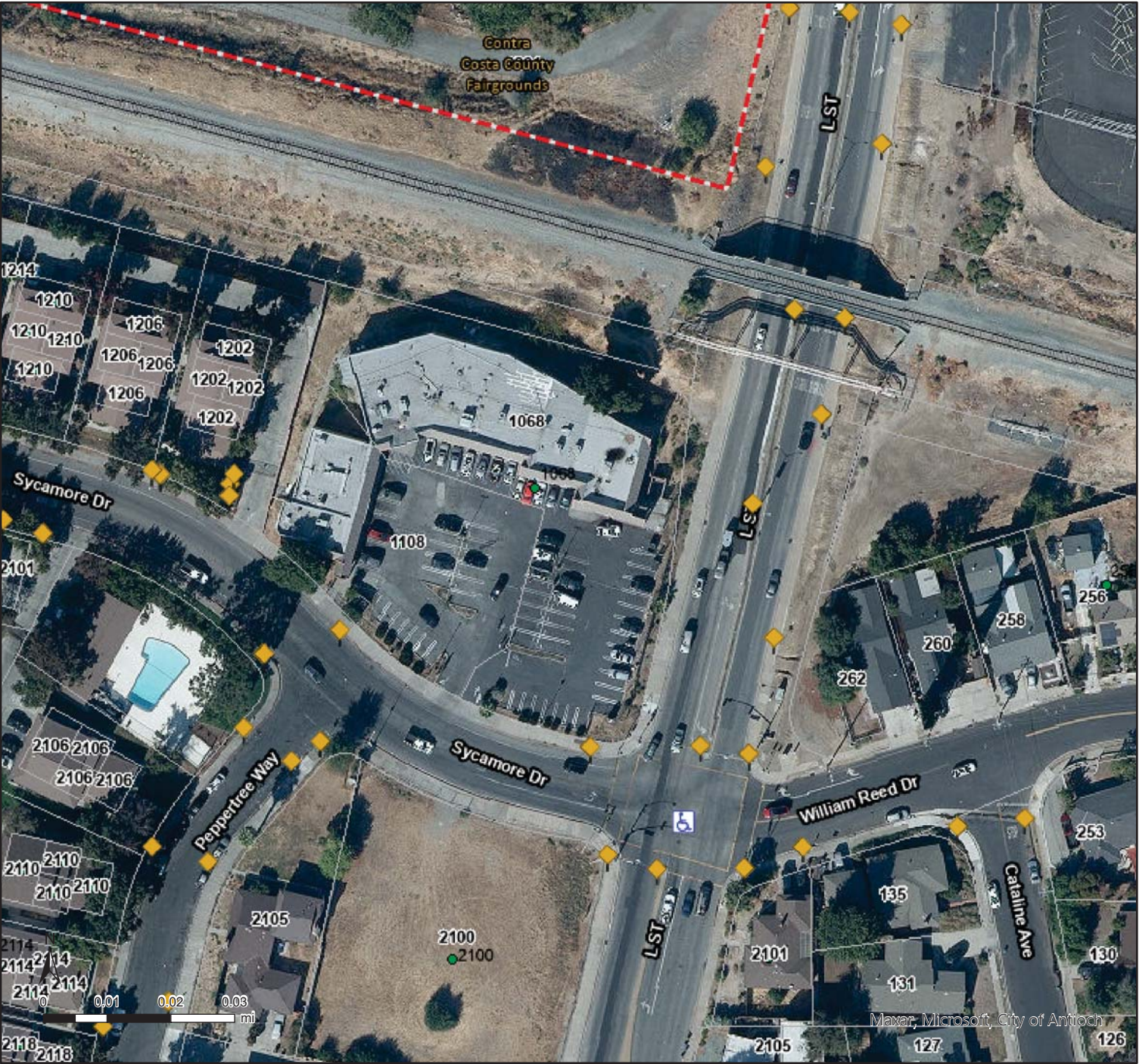
The recommended action has no fiscal impact at this time.

### **DISCUSSION**

This item is for the City Council's discussion at Councilmember Torres-Walker's request to consider the potential leasing of vacant retail space at Sycamore Square for an Antioch Police Department ("APD") Substation.

### **ATTACHMENTS**

A. Map Showing Property's Location



◆ Street Signs

ADA Ramps

Streets

--- Trails

Medical Facilities

City Facilities

Fire Stations

Religious Centers

Schools

Parks

City Boundary

NAME

Antioch

Brentwood; Clayton; Concord; Oakley; Pittsburg

Parcel Outline

Parcel Labels by Site Address

● Parcel Points

Antioch\_2023.sid

RGB

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