

ANNOTATED AGENDA

for

February 26, 2013

CITY COUNCIL MEETING

Regular Meeting

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

Order of Council vote: AYES:

Council Members Wilson, Rocha, Tiscareno, Agopian and
Mayor Harper

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 3rd Floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a yellow Speaker Request form, available on each side of the entrance doors, and place in the Speaker Card Tray. See the Speakers' Rules on the inside cover of this Agenda. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section.

5:03 P.M. ROLL CALL – SPECIAL MEETING – for Council Members/City Council Members acting as Successor Agency/ Housing Successor to the Antioch Development Agency – **All Present**

PLEDGE OF ALLEGIANCE

SPECIAL MEETING

1. COUNCIL UPDATE ON EMERGENCY OPERATIONS PLAN

Recommended Action: Motion to receive and file

Received, 5/0

STAFF REPORT

5:40 P.M. ROLL CALL for Closed Sessions – **All Present**

PUBLIC COMMENTS for Closed Sessions – **None**

CLOSED SESSIONS:

- 1) **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to subdivision (d)(2) of California Government Code section 54956.9: 2 cases and Claim of Bay Cities regarding Marina Boat Launch
Direction given to Staff
- 2) **CONFERENCE WITH REAL PROPERTY NEGOTIATOR** – Property: APN 074-080-029-7; Agency Negotiator: Michelle Fitzer, Brian Nunnally; Negotiating Parties: Mesa Outdoor, LLC; Under negotiation: price, terms of payment
Direction given to Property Negotiator
- 3) **CONFERENCE WITH LABOR NEGOTIATOR** – This Closed Session is authorized by California Government Code section 54957.6. Agency Designated Representative: City Attorney; Unrepresented employee: City Manager.

No action taken

CLOSED SESSIONS: (Continued)

- 4) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – This Closed Session is authorized by California Government Code §54957 – City Attorney.

No action taken

7:04 P.M.

ROLL CALL – REGULAR MEETING – for Council Members/City Council Members acting as Successor Agency/ Housing Successor to the Antioch Development Agency – **All Present**

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

PUBLIC COMMENTS—Only unagendized issues will be discussed during this time

CITY COUNCIL SUBCOMMITTEE REPORTS

MAYOR’S COMMENTS

2. **CONSENT CALENDAR**

City of Antioch

A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 12, 2013

Recommended Action: Motion to approve the minutes

**Approved, 5/0
MINUTES**

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

**Approved. 5/0
STAFF REPORT**

C. APPROVAL OF TREASURER’S REPORT FOR JANUARY 2013

Recommended Action: Motion to approve the report

**Approved, 5/0
STAFF REPORT**

D. REJECTION OF CLAIMS

1. Paulette Lancaster on behalf of herself and minor child M.D. 12/13-2078 (civil rights)
2. Latoshia Craig 12/13-2092 (property damage)
3. Richard Evaro 13/14-2095 (vehicle damage)
4. Kaesha Johnson 13/14-2095 (vehicle damage)

Recommended Action: Motion to reject the listed claims

**Rejected, 5/0
STAFF REPORT**

E. POLICY ON THE DELEGATION OF AUTHORITY REGARDING CLAIMS

Action:

To clarify the settlement authority previously provided in Resolution No. 90/179 dated June 26, 1990, adopt the resolution providing that the City Attorney is delegated the authority to approve or deny claims in the amount of \$15,000 or less as detailed in the resolution

**Reso No. 2013/08, 5/0
STAFF REPORT**

CONSENT CALENDAR — Continued

F. CITY MANAGER EMPLOYMENT AGREEMENT

Action: The City Council adopts a motion approving the Seventh Amendment to the Employment Agreement with City Manager Jim Jakel and authorizes the Mayor to sign it

Approved, 5/0

STAFF REPORT

G. ORDINANCE OF THE CITY OF ANTIOCH AMENDING SECTION 9-5.901 OF THE ANTIOCH MUNICIPAL CODE REGARDING HOME OCCUPATION USE PERMITS

Recommended Action: Motion to adopt the ordinance

Ord No. 2062-C-S, 5/0

STAFF REPORT

H. URBANIZED AREA BOUNDARY ADJUSTMENT FOR TRANSPORTATION PURPOSES

Recommended Action: Motion to adopt the resolution

Reso No. 2013/09, 5/0

STAFF REPORT

I. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DIRECTING ENGINEER OF WORK TO PREPARE CONSOLIDATED REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR LANDSCAPING DISTRICTS

Recommended Action: Motion to adopt the resolution

Reso No. 2013/10, 5/0

STAFF REPORT

J. CONSIDERATION OF BIDS FOR THE CAMBRIDGE BOOSTER PUMPING STATION UPGRADES (P.W. 365-T3)

Recommended Action: Motion to authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to include Water Enterprise funding for this project in the amount of \$651,956.00 and award the project to the low bidder, Koch and Koch, Inc., for this same amount

Approved, 5/0

STAFF REPORT

City of Antioch Acting as Successor Agency/Housing Successor to the Antioch Development Agency

K. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 5/0

STAFF REPORT

L. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 5/0

STAFF REPORT

END OF CONSENT CALENDAR

COUNCIL REGULAR AGENDA

3. REVENUE BALLOT MEASURE

Action: *Direction to Staff to provide additional information*
Provide direction to staff regarding further research and action items related to putting a revenue measure on the ballot for the voters to consider

STAFF REPORT

4. DISCUSSION OF STRATEGIC RECOVERY PLANNING SESSION IN MARCH 2013

*Session to be held on 03/28/13 (if available)
with Facilitator at the Antioch Community Center*
Recommended Action: Motion to provide direction to staff on the development of the agenda, goals, expectations and outcomes for the March planning session

STAFF REPORT

5. ANTIOCH TRAIL SYSTEM UPDATE

Recommended Action: *Received, 5/0*
Motion to receive the Antioch Trail System staff report and provide staff direction as deemed appropriate

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – In Honor of Bob Oliver, 8:45 p.m.



**OFFICE OF
THE CITY MANAGER
MEMORANDUM**

To: Mayor and City Council Members
From: Jim Jakel City Manager *[Signature]*
Prepared by: Lonnie Karste, Karste Consulting Inc. *[Signature]*
Date: February 19, 2013
Subject: City of Antioch Disaster Preparedness

On Tuesday, February 26, 2013, Karste Consulting Inc. will be presenting an update to the City Council on the City of Antioch's Emergency Operations Program.

Karste Consulting Inc., in conjunction with the City of Antioch's Police Department, has been providing emergency operations training and exercise development/execution to city staff for the past two years.

The Following Areas Will Be Reviewed:

- Emergency Operations Plan – Introduction
- Disaster Preparedness
- Training and Exercises for 2012/13
- Role of the City Council in a Disaster

Attachments:

1. Emergency Operations Plan Introduction
2. Emergency Operations Center Checklist
3. Role of the Emergency Services Director Checklist
4. City Council EOC Checklist
5. Disaster Preparedness Information

CITY OF ANTIOCH



EMERGENCY OPERATIONS PLAN

LETTER OF PROMULGATION

Preserving life and property in our city is the responsibility of the City of Antioch with assistance from Contra Costa County Operational Area, the State of California and the federal government. Since various types of disaster can strike California at any time, the City of Antioch must provide safeguards which will save lives and minimize damage in Antioch. Disaster preparedness planning and training will help us achieve that goal. While no plan can totally prevent death and destruction, trained personnel following a good plan will minimize losses.

The Antioch Emergency Plan is an integral step in the disaster preparedness planning process. It establishes an emergency organization; assigns tasks; provides guidance; specifies policies and general procedures; and assists in compiling the resources of various staff and services throughout the city. This plan has been prepared in an effort to effectively assign personnel and economically use resources for the maximum benefit and protection of our citizens in time of emergency and complies with the California Emergency Services Act regarding Standardized Emergency Management System (SEMS).

I urge you to give your full support to this plan and ask all officers and employees, individually and collectively, to partake in the total emergency effort of the City of Antioch.

**Wade Harper , MAYOR
CITY OF ANTIOCH**

EXECUTIVE SUMMARY

BACKGROUND:

This Emergency Operations Plan (EOP) addresses the City of Antioch's planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national emergencies. The Plan does not address normal day to day emergencies or the well-established routine procedures used in coping with such emergencies. Instead, the operational concept in this plan focus on potential large scale disasters that can generate unique situations requiring expanded emergency response.

The Plan is a preparedness document, designed to be read, understood, trained on and exercised prior to an emergency. Each member of the City of Antioch EOC Emergency Response Team must be able to function as part of the jurisdiction Incident Command System. (ICS)

ASSUMPTIONS:

- The City of Antioch is primarily responsible for emergency actions and will commit all available resources to save lives, minimize injury to persons, and minimize damage to property within the City.
- The city of Antioch will utilize the Standard Emergency Management System (SEMS) in emergency responses.
- The Director of Emergency Services/City Manager will manage and coordinate the City's disaster response in accordance with state law and county emergency response ordinances.
- The City of Antioch will commit its resources to a reasonable degree before requesting Mutual Aid assistance.
- Mutual Aid assistance will be requested when disaster relief requirements exceed the City's ability to meet them.

EMERGENCY MANAGEMENT GOALS:

- Provide effective life safety measures, reduce property loss, and protect the environment.
- Work for the rapid resumption and recovery of impacted businesses and community services.
- Create accurate documentation and records required for cost recovery from state and federal agencies.

BASIC EMERGENCY PLAN

Purpose

The City of Antioch faces many potential disasters. The City's location is considered a high risk area. Four conditions support this claim.

- The City is in the vicinity of three active earthquake fault zones (Hayward, Concord and Calaveras).
- The City lies in the path of major civilian and military traffic lanes.
- Major highways and several main routes of travel cross the City.
- Residents and businesses within City boundaries produce and/or use hazardous materials.

The potential for a disaster is present. The City accepts responsibility to provide advanced information to citizens, to help minimize damage and injury in a disaster, and also to ensure effective communication and efficient service when a disaster occurs.

When disaster strikes, an emergency organization must be immediately available. This plan will help the City organize, respond and recover quickly and effectively.

Content of the Plan

This plan:

1. Identifies who is in charge during disaster response and clarifies responsibilities.
2. Lists the necessary jobs for disaster response and what each person is to do.
3. Ensures survivability and availability of government services, or the continuity of government.
4. Helps you understand the City of Antioch Emergency Organization.
5. Gives guidance for disaster education and training.
6. Gives references to more detailed information.

Basic Emergency Plan

The section you are reading now is known as the Basic Plan. It outlines the general authority, organization, and response actions for staff of the City of Antioch when a disaster happens. The information also outlines how the City of Antioch relates to other cities, Contra Costa County, the State of California and Federal governments when a disaster occurs. The text of this part of the plan is short. If you need more detail, refer to the action checklists in other sections of this plan.

Hazards

The potential disasters that the City of Antioch faces are explained in the Hazards part of the Plan.

Incident Command Sections

Emergency Operations Plan (EOP)

The City of Antioch Emergency Organization is divided into five Sections: Command, Operations, Plans, Logistics and Finance. Each city department is assigned to one or more of these sections. This plan describes the objectives of each section, specifies tasks that need to be done and gives each position a reminder checklist of what to do.

Resource Manual

The City of Antioch maintains a list of locally available resources that may support disaster response in the City. This list is maintained separately from this plan and is known as the **Resource Manual**.

Authority to Create and Maintain this Plan

The **California Emergency Services Act** (1970, amended 1995, and referred to as the “Act” gives the City of Antioch, other cities, and Contra Costa County the authority to conduct emergency operations. Such action can take place in response to an emergency that immediately overwhelms local resources or after the official declaration of a **Local Emergency** by the City Council or City Manager.

- Section 8568 of the Act states: “The State Emergency Plan shall be in effect in each political subdivision of the State and the governing body of each political subdivision shall take action necessary to carry out its provisions.”
- Section 8607 of the Act states: “By December 1, 1996, each local agency, in order to be eligible for any funding of response-related costs under disaster assistance programs, shall use the standardized emergency management system as adopted pursuant to subdivision (a) to coordinate multiple jurisdiction or multiple agency operations.”

Authority to Set this Plan in Motion

- The Emergency Services Director (City Manager) can initiate this plan when it is necessary to request emergency response from more than one department to respond to a disastrous or potentially disastrous situation. If the City Manager is unavailable, the alternate, any department director, or the most senior city staff person with the highest degree of expertise in the emergency at hand may be in charge until relieved by the City Manager or alternate. This person will be known as the Emergency Services Director.
- **A Local Emergency** in the City of Antioch has been proclaimed by the City Council, City Manager, or Alternates to the City Manager. **A Local Emergency** has been declared by a neighboring jurisdiction and assistance is requested.
- A State of Emergency or a State of War Emergency exists, either as declared by the Governor or defined in the California Emergency Services Act.

When to Use the Plan

Emergency Operations Plan (EOP)

When any disaster strikes the City of Antioch, neighboring city, or county, the Emergency Services Director, or alternate, may request city staff to carry out emergency duties. Disasters include, but are not limited to:

- Earthquakes
- Floods
- Fires
- Hazardous Spills or Leaks
- Major Industrial Accidents
- Major Transportation Accident
- Major Storms
- Airplane Crashes
- Environmental Response
- Civil Unrest
- National Security Emergency

Operational Priorities

In all emergencies, City of Antioch response efforts will proceed according to these priorities:

1. Major threats to life and limb.
2. Major threats to property.
3. Restoration of essential systems and services.
4. Restoration of normal government operations.

Disaster Response Staff:**Disaster Service Workers (or Emergency Personnel)**

In a disaster, use available personnel for field operations or management, in this order:

1. City employees
2. Skilled individuals from other organizations
3. Independent volunteers
4. Citizens pressed into service by the Director (declared Local Emergency only – see Labor Code Sec. 4351).

All of the above are considered “Disaster Service Workers” under the Government Code of California (**Title I, Division 4, Chapter 8**).

Who is in Charge?

This plan is designed so that anyone can step in and follow the action checklists for any emergency position, including the Emergency Services Director. However, it is best to fill the Director’s position with qualified people in the following order:

1. The City Manager
2. Assistant City Manager (if applicable)
3. City Attorney

4. Community Development Director
5. Chief of Police
6. Director of Public Works

Emergency Operations Plan (EOP)

7. Finance Director
8. Information Services Director
9. The City employee with the highest degree of expertise in the type of emergency at hand.

Legal Immunities

The Emergency Services Act says that in a proclaimed **Local Emergency**, the City and its employees are immune from liability when injuries result from:

- Emergency actions outside of normal geographical boundaries (example: Antioch crews sent into Pittsburg or Concord).
- Emergency actions that involve discretion, such as the decision to evacuate a certain area.
- Escaped prisoners (example: chased suspect or one in custody gets away).
- Fire protection, staffing levels, and transportation of the injured.

Impending peril or action taken to abate such peril. (See **Government Code Sections 8656, 814-895.9, 844-846, 850-850.8, and 865-867** for more detail.)

Emergency Powers

Because the City of Antioch has clearly organized itself for disaster response, city management is aware of the extraordinary powers the city staff may assume in a disaster. Some of these are:

Local Emergency

The City Council, the Emergency Services Director (City Manager), or alternate to the Director, have the authority to proclaim a Local Emergency and to request the County to declare a Local Emergency. The Council must ratify the Director's declaration within seven days, review it every 14 days, and terminate it as soon as possible.

Command and Control

After proclaiming a Local Emergency, the Director or alternate has the power to direct staff and civilian responses, and to settle questions of authority and responsibility.

Emergency Orders and Regulations

As needed, the Council, or the Director, may promulgate orders and regulations to protect life, property or to preserve public order and safety. These must be in writing and must be given widespread publicity. (See **Government Code Section 8634.**)

Resources

Emergency Operations Plan (EOP)

In a proclaimed **Local Emergency**, the Director may buy or commandeer supplies and/or equipment, and may command the aid of citizens.

Suspension of Regulations

The Governor has the power to suspend state agency orders, rules, or regulations that may impede emergency responses. Cities do not have this power, except by order of the Governor. (**State Government Code Sections, 8571, 8614c.**)

Antioch Emergency Organization

Disaster response requires a change in the daily work relationships between departments. The major changes are:

Several agencies or departments work under the direction of one person Section Chief even though they normally work independently.
Special purpose groups may need to form to complete emergency tasks, such as emergency transportation or food services.

This plan describes an emergency organization, complete with titles, job descriptions, and action checklists. Diagram 1 outlines the emergency organization. It is based on the Incident Command System (ICS), which provides clear authority, direction, and communication during emergencies. This system can be used within one or by several agencies involved in the same agency.

The ICS is used throughout the State of California. It standardizes an organizational structure, uses common terminology, and provides a practical and flexible management system. This system is adaptable to incidents involving more than one jurisdictions' response, such as a large earthquake, and simple enough to use on a single structure fire. ICS provides the flexibility to rapidly call upon a single department or multiple agencies to establish an organized response to a disaster or emergency. During normal City operations, this organization exists only on paper, but during disaster response, it is designed to be activated and expanded as the need arises.

Incident Command

The Incident Commander or Emergency Services Director manages the overall incident(s). The Incident Commander creates a common and consistent action plan for all emergency personnel to follow using the available resources.

A **Unified Command** element is established when support comes from other jurisdictions. That is, two or more Incident Commanders bring their support together to respond to the emergency, and the commanders make joint decisions after input from each person.

Chain of Authority

Emergency Operations Plan (EOP)**Local Emergency**

In an emergency encompassing the City of Antioch alone, the chain of command follows:

1. City Council
2. City Manager
3. Alternates to the City Manager
4. Selected Chiefs (Operations, Plans, Logistics, and Finance).

State of Emergency

In a **State of Emergency** declared by the Governor, command follows:

1. Governor of California
2. Director, California Office of Emergency Services
3. Coastal Region District Administrator, California Office of Emergency Services
4. Contra Costa County Emergency Services Administrator (County Administrator)
5. Antioch Emergency Services Director (City Manager or alternate)

Financial Aid

State and Federal funds may be available to help the City of Antioch cover the cost of disasters. To get this help, the City of Antioch must proclaim a **Local Emergency** within 10 days of the actual occurrence of the disaster, assess damages, and apply for aid within 60 days after the proclamation of the **Local Emergency (Government Code Sections 8680-8692)**.

This plan contains information that will help begin the process. As disaster claims begin, the Contra Costa County Office of Emergency Services (OES) will help coordinate Antioch claims with the other cities and special districts. Financial assistance is requested through County OES. County staff then makes a request to CALEMA. All federal aid is requested by the Governor.

The financial aid application process involves a lot of paperwork, and the process can linger long after the rest of the emergency organization has been disbanded. Perseverance is imperative. It's also important to follow the proper procedures.

Additional financial aid may be available for mitigation efforts – designing a system, developing ordinances, etc to help keep the disaster from occurring again. See **Basic Plan Enclosure 2, Hazard Mitigation**, page 17, for more information.

Continuity of Government**City Council**

To provide for the continuation of the Council during an emergency, the Council may appoint standby Council members or make necessary appointments at the time of the emergency for an official quorum. (See **Government Code sec. 8637-8641.**)

City Officials

Depending on the extent of the emergency, the normal City organization may be partially or completely replaced by the previously describe emergency organization. City officials may or may not be fully occupied with their emergency roles.

Public Awareness and Education

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services, and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Public awareness and education prior to any emergency are crucial to successful public information efforts during and after the emergency. The pre-disaster awareness and education programs must be viewed as equal in importance to all other preparations for emergencies and receive an adequate level of planning. These programs must be coordinated among local, state and federal officials to ensure their contribution to emergency preparedness and response operations.

The City of Antioch is eager to embark on a public education program aimed at preparing the citizens of Antioch. Known as the **CERT**, Citizens Emergency Response Team, and the **72 Hour Plan**, these programs organizes neighborhoods into emergency response teams. Each resident is trained on fire protection, first aid, earthquake preparedness, and damage assessment. Communication between these teams and the city will be vital before, during and after a disaster.

Training, Tests and Exercises

The objective of any Emergency Management Organization is efficient and timely response during emergencies. This plan is a first step toward that objective; but planning alone will not guarantee preparedness. Training and exercising is essential at all levels of government to make emergency operations personnel operationally ready.

The best method of training the city's staff to manage emergency operations is through exercising. Exercises allow city personnel to become thoroughly familiar with the procedures, facilities and systems that will be used in emergency situations.

Three different types of exercises are used by the City of Antioch to keep the staff up to date. Tabletop Exercises provide a convenient and low-cost method of introducing local officials to disaster related problems for discussion and problem solving. These exercises are a good way to see if policies and procedures exist to handle certain issues.

Functional Exercises simulate an emergency. They typically involve the complete Emergency Management staff and are designed not only to exercise procedures, but also to identify the readiness of personnel, test communications and check EOC capabilities.

Emergency Operations Plan (EOP)

In the past, these exercises have been conducted in the EOC at least annually, occasionally semi-annually.

Full-scale exercises also simulate emergencies, but include actual field activity, where functional exercises do not. These programs typically involve the entire emergency management staff, including field responders. Full-scale exercises check the capability of the management team to work with field responders. Because of the cost and demand on staff time, these are conducted every four years.

Emergency Plan Reviews

Individuals and agencies assigned emergency responsibilities within this plan will prepare appropriate supporting plans and related Standard Operating Procedures (SOPS). During the annual Functional Exercises, emergency management staff will review this plan, update alert procedures, resources lists, and checklists that accompany this plan. Completing these tasks will help the city departments maintain an acceptable level of preparedness.

Review and update this plan annually.

References

1. Antioch Municipal Ordinance, 4-2.01.
2. California Government Code, Chapter 8, Division 4, Title 1.
3. California Labor Code.
4. California Emergency Services Act.
5. California Master Mutual Aid Agreement, Antioch, No. 677-A.

OFFICE OF EMERGENCY SERVICES

provides necessary guidance to members of the EOC for individual work station documentation procedures.



City of Antioch EOC Checklist THE EMERGENCY OPERATIONS CENTER

When activating the Emergency Operations Centers, be prepared to provide the following information to the Director of Emergency Services upon arrival at the EOC.

- 1. Determine the level of the disaster.
- 2. Evaluate current resources committed and possible future needs.
- 3. Determine infrastructure damage.
- 4. Report the Sections and Branches that have been activated.
- 5. Initiate appropriate emergency call back procedures.
- 6. Provide an initial update of the incident.

Levels of Disasters:

The City of Antioch recognizes three levels of disasters. These levels will be dictated by the severity of the emergency. These levels correspond to the State of California Office of Emergency Services (OEC) and the City of Antioch Emergency Plan.

Level 1

A moderate to severe incident wherein local resources are adequate and available. Some or all off duty personnel in all departments may be recalled.

Level 2

A moderate to severe emergency wherein local resources are not adequate and Mutual Aid may be required. All off duty personnel in all departments will be recalled.

Level 3

A major disaster wherein resources in or near the impacted area are overwhelmed and extensive Mutual Aid is required. A State of Emergency will be proclaimed and a Presidential Declaration of an Emergency or major Disaster will be requested. All off duty personnel in all departments will be recalled.

OFFICE OF EMERGENCY SERVICES



City of Antioch EOC Checklist DIRECTOR OF EMERGENCY SERVICES

RESPONSIBILITIES:

Serve as Director of Emergency Services for the City of Antioch in charge of Emergency Management. Make executive decisions and rules regarding regulations, curfews, sale of gasoline, alcohol, etc. Take overall command of the response effort for the City of Antioch. Ensure that all disciplines within the Emergency organization have the resources necessary to complete their assignment. Work within the member of the Management Section to develop an Incident Action Plan.

CHECKLIST:

- 1. Coordinate operation of command section.
- 2. Obtain a briefing on the extent of the emergency from the Emergency Operations Center's General Staff.
- 3. Depending on the type of incident and the information available, implement a partial or full activation of the EOC.
- 4. Determine if all primary personnel and alternate personnel are in the Emergency Operations Center, or have been notified.
- 5. Appoint and brief as required, Section Chiefs.
- 6. Assess the situation.
- 7. Define the problems.
- 8. Establish priorities. (Establish goals, objectives and length of operational periods).
- 9. Determine the need for evacuations.
- 10. If the emergency is of a nature that the civilian population must be warned, initiate "Alerting and Warning" procedures through the Public Information Officer.
- 11. Estimate the emergency duration. (Plan as required for a rotation of EOC staff.)
- 12. Determine if there is a need to make an Emergency Proclamation of a Local Emergency.
- 13. Establish "Operational Work Periods" for all Emergency Operations Center and Field personnel.
- 14. Establish a schedule for briefings.
- 15. Designate a Liaison to the following:
 - Contra Costa County Operations Area OES
 - Governor's Office of Emergency Services Region II
 - Mayor and Council members as required

- 16. Conduct periodic briefing sessions with the EOC General Staff to update and be updated on the current situation.
- 17. Review and approve all resource requests for outside resources.
- 18. Ensure the establishment of Communication as required.
- 19. A successful operation should include ongoing communication with neighboring jurisdictions. Good coordination between agencies will enhance operations.
- 20. If there is little or no damage to the City of Antioch, be prepared to provide Mutual Aid to other jurisdictions if the emergency is region wide.
- 21. Maintain all records, documents, invoices, receipts and information related to the disaster. Accurate records and documentation of the history of the event enable the Finance Section Staff to recover all eligible costs related to the disaster from the State and Federal government.



City of Antioch EOC Checklist CITY COUNCIL

General Duties:

- Provide policy and direction to the Director of Emergency Services.
- Be prepared to conduct an emergency City Council Session within seven days of the event to ratify a Proclamation of Local Emergency.
- Survey the impacted areas of the Council Member's respective area.

RESPONSIBILITIES:

As an elected official, to represent the City of Antioch at the local, State, and Federal level, and to work with the Public Information Officer to provide accurate information to the citizens of Antioch and the members of the press. To ensure the continuity of local Government.

CHECKLIST:

1. Obtain a briefing from the Director of Emergency Services and the Public Information Officer.
2. Be prepared to attend an Emergency City Council Session to ratify a Proclamation of Local Emergency.
3. Work with the Director of Emergency Services and the Public Information Officer to prepare press releases and conduct press interviews.
4. Establish communications with the members of the City Council of neighboring cities.
5. Maintain all records, documents, invoices, receipts, and information related to the disaster. Accurate records and documentation of the history of the event will enable Finance Section to recover all eligible costs related to the disaster from the State and Federal governments.
6. Submit your records, documents, invoices, receipts and information to the Finance Section at conclusion of each Operational Work Period.

City of antioch Employee Preparedness Quiz:

1. List two areas you might cover in your own Personal Preparedness plan?
2. Do you have a designated family meeting place away from your home?
3. Where should you store your Disaster supplies?
4. What is the best way to communicate during a disaster?
5. What hazards do you have in your home?
6. Can you turn off the gas to your home?
7. Can a pet go with you into a Red Cross Shelter?
8. How long should you be prepared to be on your own?
9. Does your child's school have a disaster plan?
10. Can you start planning today?

Home and Family Hazard Hunt and Plan

1. Look around your home and identify any hazards to your family's safety?
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 -
 -
 -
 -
2. Do you have an emergency communication plan for your family?
3. Identify a family meeting place outside your home?
 -
4. Identify a family meeting place outside your neighborhood?
 -
5. Do you have emergency supplies for family to last you for at least 72 hrs??
 - Where are these supplies stored?
 - Do you check them monthly and rotate them out for freshness?
6. If you were forced to shelter at home – what would you need to survive 72 hrs?
 -
 -
 -
 -
7. Do you know how to use a fire extinguisher? Y/N
 - Do you have one in your home?
 - Do all of your family members know how to use it?
8. If you could not call out what could you use to get someone's attention? (1 must be non – tech)
 -
 -
9. Where the gas meter, Electrical panel / main – water main is are located?
 - Could you turn them off? Y/N
10. Are you prepared for a disaster? Y/N

Emergency Preparedness Supplies Calendar

The Family Emergency Preparedness Supplies Calendar is intended to help you prepare for emergencies before they happen. Using the calendar, your family can assemble an emergency kit in small steps over a six month period. Check off each as you gather the contents. Supplies may be stored all together in a large plastic garbage can or food may be kept on kitchen shelves. Remember to rotate your perishable supplies and change water every six months.

Week 1

Grocery store

- 1 gallon of water*
- 1 jar peanut butter*
- 1 large can juice*
- 1 can meat*
- Hand-operated can Opener
- Instant coffee, tea, Powdered soft drinks
- Permanent marking pen To mark date on cans

To Do

- Make a family plan
- Date each perishable food item using marking pen.

Week 2

Hardware Store

- Crescent wrench
- Heavy rope
- Duct tape
- 2 flashlights with batteries
- "Bungee" cords

To Do

- Check your house for hazards.
- Locate your gas meter and water shutoffs and attach a wrench near them.

Week 3

Grocery Store

- 1 gallon water*
- 1 can meat*
- 1 can fruit*
- Sanitary napkins
- Video tape

To Do

- Use a video camera to tape the contents of your home for insurance purposes.
- Store video tape with Friend/family member who lives out of town.

Week 4

Hardware Store

- Plumber's tape
- Crowbar
- Smoke detector with battery

To Do

- Install or test your smoke detector
- Tie water heater to wall studs using plumber's tape.

Week 5

Grocery Store

- 1 gallon water*
- 1 can meat*
- 1 can fruit*
- 1 can vegetables*
- 2 rolls toilet paper*
- Extra toothbrush*
- Travel size toothpaste

To Do

- Have a fire drill at home.

Week 6

First Aid Supplies

- Aspirin and/or acetaminophen
- Compresses
- Rolls of gauze or bandages
- First aid tape
- Adhesive bandages (in assorted sizes)

To Do

- Check with your child's day care or school to find out about their emergency plans.

Week 7

Grocery Store

- 1 gallon of water*
- 1 can ready-to-eat soup (not concentrate)*
- 1 can fruit*
- 1 can vegetables*

To Do

- Establish an out-of state contact to call in case of emergency.

Week 8

First Aid Supplies

- Scissors
- Tweezers
- Antiseptic
- Thermometer
- Liquid hand soap
- Disposable hand wipes
- Sewing Kit

To Do

- Place a pair of shoes and a flashlight under Your bed so that they are handy during an emergency.

Week 9

Grocery Store

- 1 can ready-to-eat soup*
- Liquid dish soap
- Plain liquid bleach
- 1 box heavy-duty garbage bags

To Do

- Send some of your favorite family photos (or copies) to family members out of state For safe keeping.

Week 10

Hardware Store

- Waterproof portable plastic container (with lid) for important papers.
- Portable AM/FM radio (with batteries)

To Do

- Make photocopies of important papers and store safely.

Week 11

Grocery Store

- 1 large can juice*
- Large plastic food bags
- 1 box quick energy snacks
- 3 rolls paper towels

To Do

- Store a roll of quarters for emergency phone calls.
- Go on a hunt with your family to find a pay phone near your home.

Week 12

First Aid Supplies

- Anti-diarrhea medicine
- Rubbing alcohol
- 2 pairs of latex gloves
- Ipecac syrup and activated charcoal (for accidental poisoning)
- Children's vitamins

To Do

- Take your family on a field trip to gas meter and water meter shutoffs.

Week 13

Hardware Store

- Whistle
- ABC fire extinguisher
- Pliers
- Vise grips

To Do

- Take a first aid/CPR class.

Week 14

Grocery Store

- 1 can fruit*
- 1 can meat*
- 1 can vegetables*
- 1 package paper plates
- 1 package eating utensils
- 1 package paper cups
- Adult vitamins

To Do

- Make a plan to check on a neighbor who might need help in an emergency.

Week 15

Hardware Store

- Extra flashlight batteries
- Masking tape
- Hammer
- Assorted nails
- "L" brackets to secure tall furniture to wall studs
- Wood screws

To Do

- Brace shelves and cabinets

Week 16

Grocery Store

- 1 can meat*
- 1 can vegetables*
- 1 box large heavy-duty garbage bags
- Kleenex
- 1 box quick energy snacks (such as granola bars or raisins)

To Do

- Find out if you have a neighborhood safety organization and join it!

Week 17

Grocery Store

- 1 box graham crackers
- Assorted plastic containers with lids
- Assorted safety pins
- Dry cereal

To Do

- Arrange for a friend or neighbor to help your children if you are at work.

Week 18

Hardware Store

- "Childproof" latches or other fasteners for your cupboards
- Double-sided tape or Velcro-type fasteners to secure moveable objects.

To Do

- Pack a "go-pack" in case you need to evacuate.

Week 19

Grocery Store

- 1 box large heavy-duty garbage bags
- 1 box quick energy snacks (such as granola bars or raisins)

To Do

- Have an emergency drill at Home.

Week 20

Hardware Store

- Camping or utility knife
- Extra radio batteries

To Do

- Find out about your workplace emergency plans.

Week 21

Hardware Store

- Heavy work gloves
- 1 box disposable dust masks
- Screwdriver
- Plastic safety goggles

Week 22

Grocery Store

- Extra hand-operated can
- 3 rolls paper towels

Week 23

Hardware Store

- Battery-powered camping lantern with extra battery or extra flashlights

Week 24

Grocery Store

- Large plastic food bags
- Plastic wrap
- Aluminum foil

Items marked with an asterisk "" should be purchased for each member of the household.*

Information Courtesy of Chevron Oil Company

3 Days

- 4-inch sterile gauze pads (4-6)
- Hypoallergenic adhesive tape
- Triangular bandages (3)
- 2-inch sterile roller bandages (3 rolls)
- 3-inch sterile roller bandages (3 rolls)
- Scissors
- Needle
- Moistened towelettes
- Antiseptic
- Thermometer
- Tongue blades (2)
- Tube of petroleum jelly or other lubricant
- Assorted sizes of safety pins
- Cleaning agent/soap
- Latex gloves (2 pair)
- Sunscreen

DISASTERS STRIKE WITH LITTLE OR NO WARNING. FOLLOWING A MAJOR DISASTER, LOCAL EMERGENCY RESPONDERS WILL BE COMPLETELY OVERWHELMED. YOU NEED TO BE PREPARED TO SURVIVE UNAIDED FOR THE FIRST 3 DAYS.

WHAT DO I DO IF I HEAR THE SIRENS?

The sirens are tested county-wide on the first Wednesday of each month at 11:00 a.m. If you hear the safety sirens at another time, you should shelter-in-place. Everyone should know the proper action to take in case of a chemical release. A chemical release could occur from an industrial processing facility such as a refinery or chemical plant, from a rail or highway accident involving the transportation of hazardous materials, or in any town from a municipal wastewater treatment facility or swimming pool where chemicals are used for water treatment. That's why everyone needs to know shelter-in-place basics.

"SHELTER, SHUT AND LISTEN"

When a chemical release results in a shelter-in-place alert or advisory, people are advised to go inside and follow specific procedures until the event is over.

Shelter-in-place is recommended because evacuation can expose people to the chemical hazard and can be time-consuming. The following steps should be taken:

- Go inside (take pets with you).
- Close and lock all windows and doors (locking provides a tighter seal).
- Turn off all ventilation systems such as heating or air conditioning.
- Tune to KCBS 740 AM on the radio for more information.
- Don't call 9-1-1 for information, which will tie up phone lines. 9-1-1 lines are needed for life-threatening emergencies, and you will need your line available to receive the County's CAN phone call with more information.
- Close all fireplace dampers.
- If there are gaps in windows or doors, seal with tape or wet towels. Larger gaps, bathroom fan covers and stove and dryer vents should be covered with tape and plastic or foil.
- If you suspect a chemical has entered your house, hold a wet cloth over your nose and mouth.

FIRST AID KITS

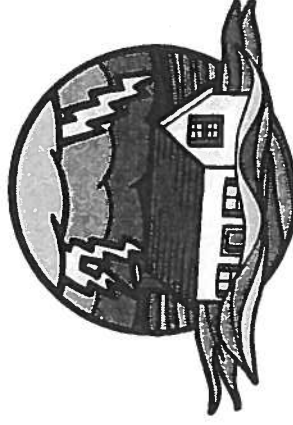
Assemble a first aid kit for your home and one for each car. A first aid kit should include:

- Sterile adhesive bandages in assorted sizes
- 2-inch sterile gauze pads (4-6)

City of Antioch Preparedness Checklist

The information contained in
this brochure is intended as a
guide and is not all-inclusive.

Are You Ready?



GETTING STARTED

MEET WITH YOUR FAMILY

- Discuss the types of disasters that could occur.
- Explain how to prepare and respond.
- Discuss what to do if advised to evacuate.
- Practice what you have discussed.

PLAN HOW YOUR FAMILY WILL STAY IN CONTACT IF SEPARATED BY DISASTER

1. Pick two meeting places:
 - a. A location a safe distance from your home in case of a fire.
 - b. A place outside your neighborhood in case you can't return home.
2. Choose an out-of-state friend as a "check-in contact" for everyone to call.

COMPLETE THESE STEPS

- Post emergency telephone numbers by every telephone.
- Show responsible family members how and when to shut off water, gas and electricity at main switches.
- Install a smoke detector on each level of your home, especially near bedrooms; test monthly and change the batteries two times each year.
- Contact your local fire department to learn about home fire hazards.
- Learn first aid and CPR. Contact your local American Red Cross chapter for information and training.

PREPARE A DISASTER SUPPLY KIT

Assemble supplies you might need in an evacuation. Store them in an easy-to-carry container such as a backpack or duffel bag.

INCLUDE:

- A supply of water (one gallon per person per day). Store water in sealed, unbreakable containers. Identify the storage date and replace every six months.
- A supply of non-perishable packaged or canned food and a non-electric can opener.
- A change of clothing, rain gear and sturdy shoes.
- Blankets or sleeping bags.
- A first aid kit and prescription medication.
- An extra pair of glasses.
- A battery-powered radio, flashlight and plenty of extra batteries.
- Credit cards and cash.
- An extra set of car keys.
- A list of family physicians.
- A list of important family information; the style and serial number of medical devices such as pacemakers.
- Special items for infants, elderly or disabled family members.
- Rope ladder for multi-story residences.

PREPARE AN EMERGENCY CAR KIT

INCLUDE:

- Battery powered radio, flashlight and extra batteries.
- Blanket.
- Booster cables.
- Fire extinguishers (5 lb., A-B-C type).
- First aid kit and manual.
- Bottled water and non-perishable high-energy foods, such as, granola bars, raisins and peanut butter.
- Maps, shovel, flares.

SPECIAL ITEMS

- Remember family members with special needs, such as, infants and elderly or disabled persons.

FOR BABY:

- Formula
- Diapers
- Bottles
- Powdered milk
- Medications

FOR ADULTS:

- Heart and high blood pressure medication
- Insulin
- Prescription drugs
- Denture needs
- Contact lenses and supplies
- Extra eye glasses

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

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

**February 12, 2013
Council Chambers**

5:30 P.M. - CLOSED SESSION

1. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – This Closed Session is authorized by California Government Code section 54957 – City Manager.
2. **CONFERENCE WITH LABOR NEGOTIATOR** – This Closed Session is authorized by California Government Code section 54957.6. Agency Designated Representative: City Attorney; Unrepresented employee: City Manager.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – This Closed Session is authorized by California Government Code section 54957 – City Attorney.
4. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR** – Property: APN 074-080-029-7; Agency Negotiator: Michelle Fitzer, Brian Nunnally; Negotiating Parties: Mesa Outdoor, LLC; Under negotiation: price, terms of payment
5. **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code section 54956.9 (d)(1): City of Brentwood et al. v. Robert Campbell, Auditor-Controller Contra Costa Superior Court Case No. N11-1029
6. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to subdivision (d)(2) of California Government Code section 54956.9: 2 cases and Claim of Bay Cities regarding Marina Boat Launch
7. **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code section 54956.9 (d)(1): In re Eva Romero and Gilbert Romero, U.S. Bankruptcy Court (Northern District) Case No. 12-44668 (Humphrey's Restaurant)

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**, No action taken, **#2 CONFERENCE WITH LABOR NEGOTIATOR**, Direction was given to the Labor Negotiator, **#3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**, This item was moved to the end of the agenda, **#4 CONFERENCE WITH REAL PROPERTY NEGOTIATOR**, Direction given to the Property Negotiator, **#5 CONFERENCE WITH LEGAL COUNSEL**, 5/0 vote to appeal Superior Court Decision subject to conditions, **#6 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, This item was moved to the end of the agenda, **#7 CONFERENCE WITH LEGAL COUNSEL**, Direction was given to staff. She announced the Council would be going back into Closed Session immediately following the meeting to consider Closed Session Items #3 and #6.

Mayor Harper called the meeting to order at 7:06 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Rocha, Tiscareno, Agopian, and Mayor Harper

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Rocha led the Council and audience in the Pledge of Allegiance.

Council consensus agreed to hear the Presentation from Chief Cantando as the next item of business.

PRESENTATION

Police Statistics for Year 2012, Chief Allan Cantando

Chief Cantando gave a presentation of 2012 crime statistics including the following information:

- Part 1 Crime Statistics
- Bureau of Support Services – Volunteer Programs, Specialized Units Investigation Call-Outs, Specialized Units Gang Unit
- Bureau of Field Services – Calls for Service, Priority 1 – Response Times, Traffic, Community Outreach, Antioch PAL, Inter-Agency Collaboration
- The State of the Antioch Police Department – Current Staffing Levels, Recruiting Statistics, Recruitments and Hiring
- Looking Forward – Proactive Assertive Policing, 1995 POST Workload Analysis, 1995 POST Recommendations, Specialized Units Past vs. Present
- Envision Antioch Police Department with 144 Authorized Sworn
- A Return to the Status Quo – 125 Authorized

He announced Coffee with the Cops would be held on February 23, 2013

Mayor Harper thanked Chief Cantando for the presentation, recruitment efforts, and community outreach. He stated it was time to discuss how to raise the revenues to pay for those public safety measures. He announced the City Council would be holding a Community Crime Prevention Forum on February 28, 2013.

Councilmember Rocha thanked Chief Cantando for the presentation and commended him on doing a good job in the community despite low staffing levels. She agreed that the community needs to work with the Police Department and go forward with financing efforts.

Councilmember Agopian thanked Chief Cantando for the presentation and his recruitment efforts. He stated for the record, a City with the size and population of Antioch, needed to have 144 sworn police officers. He stated the biggest positive impact that could be made in Antioch was staffing up the Police Department.

Councilmember Tiscareno thanked Chief Cantando for the presentation and for his community outreach efforts. He spoke to the need for increasing the staffing levels in the Police Department.

Councilmember Wilson thanked Chief Cantando for the presentation and stated it was time for the City to achieve more protection for the residents. She questioned what the benefits, impacts, and alternatives were and what needed to be done to increase staffing level. She also questioned if this item would be brought back following the City receiving community input.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Barbara Sobalvarro, Friends of Animal Services, announced they had sponsored a very successful Valentine Adoption Promotion for Antioch Animal Services Animals and a Valentine Celebration would be held at the Antioch Animal Shelter from 11:00 A.M. – 2:00 P.M. on February 16, 2013. She stated any effort to help the Antioch Police Department should also include Animal Services.

Geneva Moss, Antioch Library, announced they were holding the first Kids Read Program and they had partnered with several organizations to host a variety of events in the community, for March. She provided a copy of newsletters and the press release for these events.

PUBLIC COMMENTS

Donald Gill, representing the Antioch Unified School District, spoke in support of Chief Cantando's proposal for increasing staffing to provide School Resource Officers. He agreed to work with the Police Department to discuss how those positions may be funded.

Joy Motts, Antioch Unified School District, spoke to the interagency plan to promote school site safety within the Antioch School District. She stated they were willing to support the City's efforts to address funding to improve safety in the community.

Louie Rocha, Antioch High School Principal, discussed proactive measures taken at the school to keep students safe. He discussed the importance of School Resource Officers on school campuses.

Mayor Harper voiced his appreciation to Dr. Gill, Joy Motts, and Louie Rocha for their support and working with the City toward a common goal.

In response to Councilmember Rocha, Dr. Gill stated they would be considering all Federal, State, Legislative resources and grant funding opportunities.

Mayor Harper reported he was in Washington D.C. and Vice President Biden spoke regarding a proposal for a grant for School Resource Officers.

Mary Smith, Antioch resident, reported she had been a victim of a robbery which resulted in identity theft. She expressed concern that after many attempts, she had not received any response from the Antioch Police Department regarding her case. She spoke to the need for being creative in addressing criminal activity and stated she had many ideas to contribute to this effort.

Mayor Harper encouraged Ms. Smith to give her contact information to law enforcement in attendance this evening.

Councilmember Rocha commended Ms. Smith for coming forward. She urged the Women's Club to support Chief Cantando and take interest in finding resources to improve public safety.

Mayor Harper reported additional Police Officers could provide identity theft training for the community.

Steve Huddleston, Antioch resident and Neighborhood Watch Block Captain, reported on a recent property crime in his neighborhood and requested the City Council present a Measure to the voters to fund additional staffing for the Police Department. He invited the Council to attend the Crime Prevention Commission meetings every third Monday of the month.

Kenneth Clark, Antioch resident, reported he had requested the City replace a gate at Marchetti Park and announced it had been installed today. He thanked City Staff for addressing his request promptly and Crime Prevention Commission Members Bill Cook, Dick Augusta, and Councilmember Tiscareno for their encouragement.

Shelley French, Antioch resident and Neighborhood Watch Co-Captain, spoke to criminal activity that had occurred in her neighborhood. She stated she was also concerned about issues in and around Deer Valley High School. She noted something needed to be done to address the escalating criminal activity and further noted she was willing to assist. She thanked the Antioch Police Department for their hard work in the community.

Todd Northam, Local 1 President, representing a majority of the Public Works Department, wished the Council the best in making the City a better place to live and work. He stated as the Council started to form their priorities, they believed the fastest and most effective way to make Antioch better is to return employees back to a 40-hour work week.

Julie Young, Antioch resident, gave a summary of her issues related to a public park located directly behind her residence. She requested an update from the City on the park. She invited Councilmembers Wilson and Tiscareno to visit her home and park to see the impacts for themselves.

Mayor Harper requested the Council agendaize this issue for a future Council meeting.

City Manager Jakel stated staff would contact her directly to notify her when this Item would be on the agenda.

Tom Trost, in recognition of Black History Month, gave a brief history of Thomas Gaines and his residency in Antioch.

Amanda Colunga, Antioch resident, questioned why Antioch accepted more Section 8 Vouchers than surrounding Cities and suggested the City decrease Section 8 and implement stricter restrictions on their recipients. She discussed a recent drug transaction that had occurred in her neighborhood and noted she had attempted to report the information to the Antioch Police Department and they had not been helpful.

Mayor Harper encouraged Ms. Colunda to attend the Community Forum on February 28, 2013, at Beede Auditorium and noted Housing Authority would be present.

Tom Fuhmann, President of the Antioch Police Officers Association, congratulated the Council for addressing the staffing needs of the Antioch Police Department. He empathized with the community in their frustrations with the level of service they received and asked them to be understanding with the situation at hand. He supported the Council's efforts to improve safety in the community and any movement in the community to receive that support. He noted the community needs to come together to resolve these issues and he looked forward to working with them towards a solution.

Marta Aquino, Antioch resident, stated she felt some of the increased criminal activity in Antioch could be attributed to Section 8 Housing Voucher recipients.

COUNCIL SUBCOMMITTEE REPORTS – this Item was heard at the end of the agenda during Council Communications.

MAYOR'S COMMENTS - this Item was heard at the end of the agenda during Council Communications.

1. COUNCIL CONSENT CALENDAR

City of Antioch

- A. APPROVAL OF COUNCIL MINUTES FOR JANUARY 8, 2013 AND JANUARY 22, 2013**
- B. APPROVAL OF COUNCIL WARRANTS**
- C. RESOLUTION NO. 2013/04 APPROVING AN UPDATED CLASS SPECIFICATION FOR COLLECTIONS SYSTEM SUPERVISOR, WITHOUT ANY SALARY CHANGE**

- D. **RESOLUTION NO. 2013/05, RESOLUTION NO. 2013/06 SALARY AND BENEFITS FOR ELECTED OFFICIALS**
- E. **CONSIDERATION OF BIDS FOR THE PREWETT FAMILY WATER PARK FILTER REPLACEMENT AND RESURFACING (P.W. 567-5)**
- F. **APPROVAL TO INCREASE FUNDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE HANDICAP ACCESSIBLE RAMPS AT MISCELLANEOUS LOCATIONS 2012-2013 (P.W. 507-14)**
- G. **RESOLUTION NO. 2013/07 ACCEPTING WORK AND AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE MARKLEY CREEK CULVERT REPLACEMENT PROJECT (P.W. 141-9)**
- City of Antioch Acting as Successor Agency/Housing Successor to the Antioch Development Agency**
- H. **SA RESOLUTION NO. 2013/06 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR THE CITY OF ANTIOCH AS SUCCESSOR AGENCY/HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY FOR THE PERIOD OF JULY 2013 – DECEMBER 2013**

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

PUBLIC HEARING

2. **CONSIDERATION OF AMENDMENTS TO SECTION 9-5.901 OF THE ANTIOCH MUNICIPAL CODE WHICH REGULATES HOME OCCUPATIONS. THE PROPOSED AMENDMENTS WOULD BE APPLICABLE CITY-WIDE.**

Community Development Director Wehrmeister presented the staff report dated February 7, 2013 recommending the City Council 1) Motion to read the ordinance by title only; and 2) Motion to introduce an ordinance amending Section 9-5.901 of the Antioch Municipal Code.

Mayor Harper opened the public hearing.

Julie Young, Antioch resident, stated she felt limiting the number of students allowed to no more than six in a 24-hour period would limit resident's ability to generate revenue.

Community Development Director Wehrmeister clarified the intention of the Home Occupation Ordinance was to allow a person to run a business from their home while making sure the

neighborhood remains a residential neighborhood. She noted this issue would not conflict with state law regulating child care in the home and noted surrounding Cities have similar regulations.

Mayor Harper closed the public hearing.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council unanimously 1) Read the ordinance by title only; and 2) Introduced an ordinance amending Section 9-5.901 of the Antioch Municipal Code.

COUNCIL REGULAR AGENDA

3. PRESENTATION BY WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA) STAFF TO THE CITY COUNCIL CONCERNING SITES FOR AN ANTIOCH FERRY TERMINAL AND DISCUSSION OF NEXT STEPS IN THE FERRY TERMINAL DEVELOPMENT PROCESS

City Consultant Carniglia presented the staff report dated February 5, 2013 recommending the City Council motion to receive the presentation and provide direction as appropriate.

Chad Mason, Water Emergency Transportation Authority Planner, gave a brief overview of the Feasibility Study and provided information and background on the Contra Costa County Transportation Authority Ferry Subcommittee and reviewed the next steps for the project.

In response to Council, City Consultant Carniglia stated he would be making this presentation to the Economic Development Commission to get their feedback on a preferred location.

Councilmember Tiscareno thanked Assemblyman Frazier for advocating on behalf of the City of Antioch.

Councilmember Agopian suggested the Planning Commission and Economic Development Commission provide input on their preferred locations.

Following discussion, the City Council voiced their support to further study the location alternatives identified in the staff report as pages A-7 and A-12.

Mayor Harper thanked Assemblyman Frazier, Senator DeSaulnier, City Consultant Carniglia, and Councilmember Agopian for representing the City of Antioch with the Water Emergency Transportation Authority. He thanked Mr. Mason for the presentation this evening.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the Council unanimously received the report.

4. PLANNING COMMISSION APPOINTMENTS

Mayor Harper thanked all the applicants and encouraged those who were not appointed to apply in the future. He appointed Kristal Hinojosa and Robert Miller to the Planning Commission.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the Council appointed Kristal Hinojosa and Robert Miller to the Planning Commission. The motion carried the following vote:

Ayes: Wilson, Rocha, Tiscareno and Harper

Noes: Agopian

Kristal Hinojosa introduced herself and thanked the City Council for the appointment to the Planning Commission.

5. COMMUNITY CRIME PREVENTION FORUM

Following discussion, the City Council consensus agreed to hold a Community Crime Prevention Forum from 6:00 P.M. – 8:00 P.M. on February 28, 2013, at the Antioch High School Beede Auditorium.

Councilmember Agopian noted he would be out of town on February 28, 2013 and would be unable to attend the forum.

City Manager Jakel stated with a majority of the Council attending the forum, he would post a notice for the meeting and Council could schedule a date for the Strategic Planning Session at the February 26, 2013 Council Meeting.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Attorney Nerland clarified the *Section 8 Housing Voucher Program* was operated by the Contra Costa County Housing Authority and was funded by the Federal Government. The City of Antioch does not issue Section 8 Vouchers and was forbidden by law from capping the number of Section 8 residents in Antioch. Comments regarding the Section 8 Program should be directed to County and Federal representatives.

City Manager Jakel announced the next City Council meeting would be held on February 26, 2013 and prior to that Meeting; the Council would be attending Emergency Operation Center Training at 5:00 P.M.

COUNCIL COMMUNICATIONS

Councilmember Wilson reported on her attendance at the League of California Cities Meeting, the Antioch Unified School District subcommittee meeting, and the Rivertown Preservation Society meetings. She announced the League of California Cities would be hosting a Casino Night on May 23, 2013, in Orinda.

Councilmember Rocha reported on her attendance at a meeting with the Chamber of Commerce and a tour of the Highway 4/eBART project.

Councilmember Tiscareno reported on his attendance at the International Council for Local Environmental Initiatives (ICLEI) and the Lone Tree Golf Course subcommittee meetings. He noted he had also attended the tour of the Highway 4/eBART project.

Councilmember Agopian reported on his attendance at the Antioch Unified School District subcommittee meeting. He noted he would be attending a meeting with the Chamber of Commerce that same week.

Mayor Harper reported he would be attending a Delta Diablo Sanitation and Tri Delta Transit meeting this week. He noted he had met with GenOn representatives and attended the tour of the Highway 4/eBART project. He noted he would be meeting with City staff and the Chamber of Commerce regarding Economic Development Issues.

Councilmember Rocha reported on her attendance at a County meeting advocating for Antioch to receive the State Health Insurance Exchange Call Center location. She announced the Call Center site would be awarded to Concord or Richmond. She encouraged Antioch representatives attend the meeting on February 26, 2013, and voice their support for the Concord location.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 9:34 P.M. back to Closed Session.

CLOSED SESSION – CONTINUED

3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – This Closed Session is authorized by California Government Code section 54957 – City Attorney.
6. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to subdivision (d)(2) of California Government Code section 54956.9: 2 cases and Claim of Bay Cities regarding Marina Boat Launch

City Attorney Nerland reported the City Council had been in Closed Sessions and gave the following report: **#3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**, No action was taken,

#6 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Direction given to staff on two (2) cases; Claim of Bay Cities to be placed on the February 26, 2013 agenda.

With no further business, Mayor Harper adjourned the meeting at 10:28 P.M. to February 26, 2013.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 FEBRUARY 7-20, 2013
 FUND/CHECK#

100 General Fund

Non Departmental

343603 BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	11.25
343619 DELTA DENTAL	PAYROLL DEDUCTIONS	151.64
343642 GULYAR, FARID	DEPOSIT REFUND	2,000.00
343659 MIKES AUTO BODY	DEPOSIT REFUND	13,538.00
343690 STANTEC CONSULTING	CHECK REPLACEMENT	1,200.00
343724 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	1,829.00
343725 CHRIST EMBASSY	DEPOSIT REFUND	1,863.00
343792 UNITED STATES POSTAL SERVICE	POSTAGE	11,000.00

City Council

343601 BANK OF AMERICA	CONFERENCE-TISCARENO	550.00
343602 BANK OF AMERICA	LODGING-MAYORS CONFERENCE	659.24
343705 WILSON, MONICA E	EXPENSE REIMBURSEMENT	10.13

City Attorney

343602 BANK OF AMERICA	CONFERENCE FEE	595.00
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City Manager

202532 CONTRA COSTA TIMES	SUBSCRIPTION	29.00
202533 DS WATERS OF AMERICA	WATER	28.35
343601 BANK OF AMERICA	MEETING EXPENSE	40.36
343666 OFFICE MAX INC	OFFICE SUPPLIES	152.67

City Clerk

343666 OFFICE MAX INC	OFFICE SUPPLIES	66.60
343740 ECS IMAGING INC	ANNUAL SUPPORT MAINTENANCE	478.46

City Treasurer

343638 GARDA CL WEST INC	ARMORED CAR PICK UP	208.37
343672 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,200.68

Human Resources

343740 ECS IMAGING INC	ANNUAL SUPPORT MAINTENANCE	478.46
343746 GOVERNMENTJOBS.COM INC	LICENSE FEE	5,800.00

Economic Development

343605 CARLSON BARBEE AND GIBSON INC	CONSULTANT SERVICES	28,133.31
343726 CIRCLEPOINT	PROFESSIONAL SERVICES	3,661.25
343731 CCC TAX COLLECTOR	PROPERTY TAX-HUMPHREYS	13,831.92
918947 BERNICK, MICHAEL	CONSULTANT SERVICES	3,300.00

Finance Administration

343666 OFFICE MAX INC	OFFICE SUPPLIES	60.05
343740 ECS IMAGING INC	ANNUAL SUPPORT MAINTENANCE	478.46
343764 OFFICE MAX INC	OFFICE SUPPLIES	77.78

Finance Accounting

343593 AMERICAN PAYROLL ASSOC	MEMBERSHIP RENEWAL	219.00
343600 AT AND T MCI	BITECH PHONE LINE	480.63
343633 FEDEX	SHIPPING	18.73
343689 SSP DATA INC	MESSAGE ARCHIVER	1,007.25
918959 SUNGARD PUBLIC SECTOR INC	PAYROLL SOFTWARE UPDATE	427.20

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Finance Operations

343666 OFFICE MAX INC	OFFICE SUPPLIES	23.83
343697 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	680.00
343698 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	17.00

Non Departmental

202529 HENKELS AND MCCOY INC	BUS LIC STICKER FEE REFUND	5.00
343620 DELTA DIABLO SANITATION DISTRICT	GOLF COURSE WATER	26,802.86
343663 MUNISERVICES LLC	PROPERTY TAX SERVICES	2,052.17
343739 ECIVIS INC	GRANT DATABASE LICENSE	3,750.00

Public Works Street Maintenance

202325 STAPLES	SUPPLIES	97.63
343596 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	20,605.65
343711 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	20,050.14
343735 DELTA GRINDING CO INC	EQUIPMENT RENTAL	2,625.00
343755 L SERPA TRUCKING INC	TRUCK RENTAL	5,010.20
343756 LAN CON VOICE & DATA CABLING	INSTALLATION SERVICE	96.00
343760 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	297.38
343785 STEWARTS TREE SERVICE	TREE SERVICE	3,200.00

Public Works-Signal/Street Lights

343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,384.86
343767 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	71.33
343789 THOMSON WEST	ONLINE DATABASE	310.91
918955 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,089.20
918967 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	271.97

Public Works-Striping/Signing

343587 ACE HARDWARE, ANTIOCH	PROPANE IGNITION	28.31
343627 EAST BAY WELDING SUPPLY	SUPPLIES	66.96
343667 ORCHARD SUPPLY HARDWARE	SUPPLIES	24.91
343710 ANTIOCH AUTO PARTS	SUPPLIES	17.34
343713 APEX INDUSTRY SERVICE INC	BATTERIES	73.95
343716 BANK OF AMERICA	SUPPLIES	151.00
343737 EAST BAY WELDING SUPPLY	ACETYLENE	51.04
343758 MANERI SIGN COMPANY	SIGNS	6,016.94
343796 WESCO RECEIVABLES CORP	SUPPLIES	27.24

Public Works-Facilities Maintenance

343625 DREAM RIDE ELEVATOR	ELEVATOR REPAIR	3,140.00
343636 FURBER SAW INC	EQUIPMENT REPAIR PARTS	837.38
343666 OFFICE MAX INC	OFFICE SUPPLIES	7.40
343667 ORCHARD SUPPLY HARDWARE	SUPPLIES	8.67
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9,519.17
343706 ACME SECURITY SYSTEMS	CARD READER REPLACEMENT	453.28
343796 WESCO RECEIVABLES CORP	SUPPLIES	703.08
918952 HAMMONS SUPPLY COMPANY	SUPPLIES	62.50
918955 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,509.21
918957 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	2,494.82

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Public Works-Parks Maint

343669	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	834.34
343692	STEWARTS TREE SERVICE	TREE SERVICES	1,750.00
343766	ORCHARD SUPPLY HARDWARE	SUPPLIES	69.28
918955	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,084.25
918968	JOHN DEERE LANDSCAPES PACHECO	IRRIGATION WIRE	257.69

Public Works-Median/General Land

343587	ACE HARDWARE, ANTIOCH	PVC FITTINGS	11.57
343665	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00
343669	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,398.60
343692	STEWARTS TREE SERVICE	TREE SERVICES	350.00
343767	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	45.22

Police Administration

343591	AGUINAGA, DIANE	PER DIEM/CAR RENTAL	511.92
343597	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	402.50
343603	BLUE SHIELD LIFE	CANTANDO, ALLAN	10.89
343608	COMCAST	CABLE	31.06
343611	CONCORD UNIFORMS LLC	UNIFORMS	956.39
343616	CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	145.88
343624	DIRECT GOV SOURCE	TACTICAL EQUIPMENT	1,275.54
343633	FEDEX	SHIPPING	17.30
343635	FUHRMANN, THOMAS J	EXPENSE REIMBURSEMENT	64.00
343666	OFFICE MAX INC	OFFICE SUPPLIES	1,818.20
343668	ORMAN, LEONARD A	EXPENSE REIMBURSEMENT	48.00
343673	PITNEY BOWES INC	EQUIPMENT RENTAL	331.35
343682	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	16,109.91
343689	SSP DATA INC	BARRACUDA MESSAGE ARCHIVER	3,597.32
343693	THOMSON WEST	SUBSCRIPTION PRODUCT CHANGES	562.90
343714	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	405.00
343733	COSTCO	MEMBERSHIP RENEWAL	110.00
343738	EAST COUNTY TOW	TOWING SERVICE	160.00
343740	ECS IMAGING INC	ANNUAL SUPPORT MAINTENANCE	603.74
343754	KIRBY POLYGRAPH & INVESTIGATIVE	POLYGRAPH EXAMS	3,000.00
343762	MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	3,028.00
343764	OFFICE MAX INC	OFFICE SUPPLIES	1,263.05
343774	PORAC LAW ENFORCEMENT NEWS	ADVERTISEMENT	1,550.00
343779	SHRED IT INC	SHRED SERVICE	220.35
343781	STATE OF CALIFORNIA	FINGERPRINTING	194.00
918954	HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	856.78
918956	IMAGE SALES INC	ID CARDS	91.33
918958	MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	356.82
918960	ARATA PRINTING	BUSINESS CARDS	97.43
918965	GRAINGER INC	SUPPLIES	131.34
918970	MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	208.96

Police Community Policing

202496	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	55.25
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343589 AFLAC	PAYROLL DEDUCTIONS	27.00
343603 BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	10.89
343645 HARGER, MATTHEW J	DOG ALLOWANCE	150.00
343650 JOANNIDES, JASON M	DOG ALLOWANCE	150.00
343660 MOORE K9 SERVICES	K9 TRAINING	500.00
343671 PERKINSON, JAMES A	DOG ALLOWANCE	150.00
343700 VALLIERE, CHRISTOPHER J	DOG ALLOWANCE	150.00
343703 WHITE, RYAN K	DOG ALLOWANCE	150.00
343744 FROMME, ROBERT B	EXPENSE REIMBURSEMENT	52.41
343775 PERS	PAYROLL DEDUCTIONS	1.69
Police Traffic Division		
343698 UNITED PARCEL SERVICE	SHIPPING	97.19
Police Investigations		
202496 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	12.50
343589 AFLAC	PAYROLL DEDUCTIONS	66.00
343640 GREEN, ROBERT A	EXPENSE REIMBURSEMENT	84.64
343662 MORTIMER, MICHAEL P	EXPENSE REIMBURSEMENT	130.52
Police Special Operations Unit		
343694 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	1,545.40
Police Communications		
343599 AT AND T MCI	PHONE	655.27
343600 AT AND T MCI	PHONE	372.75
343670 PACIFIC TELEMAGEMENT SERVICES	PAYPHONE	78.00
343679 RESPONSIVE COMMUNICATION SVCS	GPS ANTENNA REPAIR	166.20
343775 PERS	PAYROLL DEDUCTIONS	4.18
Police Community Volunteers		
343654 KILBOURNE AND KILBOURNE	ANNUAL PINS	212.50
343787 SYMBOLARTS	VOLUNTEER GIFTS	316.42
Police Facilities Maintenance		
202326 DELTA LOCK KEY AND SAFE	LOCK REPAIR SERVICE	65.00
343669 PACIFIC GAS AND ELECTRIC CO	GAS	12,608.78
343676 RANGE MAINTENANCE SERVICES LLC	RANGE MAINTENANCE	2,250.00
343681 ROCHESTER MIDLAND CORP	ANNUAL CONTRACT	1,387.44
343715 ATLAS TREE SERVICE INC	TREE SERVICE	2,975.00
918957 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,411.17
Community Development Land Planning Services		
343589 AFLAC	PAYROLL DEDUCTIONS	68.99
343626 DYETT AND BHATIA	CONSULTING SERVICES	740.00
343689 SSP DATA INC	BARRACUDA MESSAGE ARCHIVER	1,007.25
343740 ECS IMAGING INC	ANNUAL SUPPORT MAINTENANCE	1,125.97
Community Development Neighborhood Improvement		
202478 CONTRA COSTA COUNTY	LIEN RELEASE	12.00
202479 DELTA LOCK KEY AND SAFE	DOOR REPAIR	95.00
343649 INTERWEST CONSULTING GROUP INC	CONSULTANT SERVICES	4,420.00
343696 TURNAGE II, KEN	ABATEMENT SERVICES	9,243.89
343708 ALLIED WASTE SERVICES	RESIDENTIAL GARBAGE ABATEMENT	1,239.36

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343740 ECS IMAGING INC	ANNUAL SUPPORT MAINTENANCE	1,925.97
343747 GRAHAM, RYAN M	EXPENSE REIMBURSEMENT	88.71
343764 OFFICE MAX INC	OFFICE SUPPLIES	58.02
PW Engineer Land Development		
343740 ECS IMAGING INC	ANNUAL SUPPORT MAINTENANCE	1,125.97
Community Development Building Inspection		
343622 DELTA MUNICIPAL CONSULTING INC	PROFESSIONAL SERVICES	5,200.00
343666 OFFICE MAX INC	OFFICE SUPPLIES	164.69
343740 ECS IMAGING INC	ANNUAL SUPPORT MAINTENANCE	1,925.97
343764 OFFICE MAX INC	OFFICE SUPPLIES	229.79
Capital Imp. Administration		
202453 DS WATERS OF AMERICA	WATER	24.86
212 CDBG Fund		
CDBG		
343613 CONTRA COSTA COUNTY	CDBG SERVICES	1,250.50
343649 INTERWEST CONSULTING GROUP INC	CONSULTANT SERVICES	4,760.00
343653 KENNEDY, JANET	CONSULTANT SERVICES	315.00
343686 SENIOR OUTREACH SERVICES	CDBG SERVICES	2,300.00
343712 ANTIOCH CHAMBER OF COMMERCE	CDBG SERVICES	7,378.49
CDBG NSP		
343653 KENNEDY, JANET	CONSULTANT SERVICES	1,627.50
213 Gas Tax Fund		
Streets		
343656 MARK THOMAS AND CO INC	PROFESSIONAL SERVICES	8,182.68
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	21,912.30
343767 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	70.03
918965 GRAINGER INC	SUPPLIES	167.18
214 Animal Control Fund		
Animal Control		
343628 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	2,167.95
343669 PACIFIC GAS AND ELECTRIC CO	GAS	663.62
343751 HILLS PET NUTRITION	ANIMAL FOOD	703.86
343763 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,232.68
343764 OFFICE MAX INC	OFFICE SUPPLIES	93.14
343772 PFIZER ANIMAL HEALTH	SUPPLIES	245.20
918957 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	435.75
216 Park-In-Lieu Fund		
Parks & Open Space		
343651 KARSTE CONSULTING INC	CONSULTING SERVICES	4,200.00
343756 LAN CON VOICE & DATA CABLING	CAMERAS	9,471.73
219 Recreation Fund		
Non Departmental		
343641 GUILLIAMS, PATRICIA	DEPOSIT REFUND	500.00
343655 LA PALABRA DE DIOS	DEPOSIT REFUND	500.00
343674 PRESTOUSA, TERESA	DEPOSIT REFUND	500.00

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Recreation Admin		
343669	PACIFIC GAS AND ELECTRIC CO	GAS 108.36
Senior Programs		
343669	PACIFIC GAS AND ELECTRIC CO	GAS 818.62
Recreation Classes/Prog		
202424	FREDS WELDING	CLASS REFUND 30.00
343614	CPR FAST	CONTRACTOR PAYMENT 226.80
343629	EDUCATION TO GO	CONTRACTOR PAYMENT 186.75
343643	GUZMAN, ROCIO	CHECK REPLACEMENT 63.00
343684	SARAT, NEREIDA	CLASS REFUND 190.00
343691	STARGAZERS/TRACI MARTIN	CONTRACTOR PAYMENT 703.25
343732	COSTCO	CAMERA 120.09
Recreation Sports Programs		
343669	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 1,105.39
Recreation Concessions		
343769	PEPSI COLA COMPANY	SUPPLIES 862.48
Recreation-New Comm Cntr		
343599	AT AND T MCI	PHONE 63.41
343606	COLE SUPPLY CO INC	SUPPLIES 222.79
343609	COMCAST	CONNECTION SERVICE 1,586.93
343630	EIDEN, KITTY J	MINUTES CLERK 90.00
343669	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 2,828.67
343717	BANK OF AMERICA	SUPPLIES 1,263.77
343719	BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE 2,985.00
343741	EIDEN, KITTY J	MINUTES CLERK 60.00
343757	LSA ASSOCIATES INC	MONITORING SERVICES 3,281.11
343766	ORCHARD SUPPLY HARDWARE	SUPPLIES 64.99
343767	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 8,522.68
343796	WESCO RECEIVABLES CORP	SUPPLIES 321.27
222 Measure C Fund		
Streets		
343632	FEDERAL ADVOCATES INC	ADVOCACY SERVICES 5,000.00
226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
343707	ALLIED WASTE SERVICES	CURBSIDE OIL REIMBURSEMENT 1,565.44
229 Pollution Elimination Fund		
Channel Maintenance Operation		
343604	BRENEMAN INC	CAPTURE DEVICE SERVICES 4,424.73
343612	CONTRA COSTA COUNTY	INSPECTION SERVICES 237.00
343636	FURBER SAW INC	EQUIPMENT REPAIR PARTS 837.36
343776	RMC WATER AND ENVIRONMENT	DESIGN CONSULTING 2,972.50
Storm Drain Administration		
343723	BRENEMAN INC	INSTALLATION SERVICES 26,100.00
251 Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1		
343665	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES 96.00

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343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	611.76
Lonetree Maintenance Zone 2		
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	598.08
Lonetree Maintenance Zone 3		
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,064.75
Lonetree Maintenance Zone 4		
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	288.00
252 Downtown SLLMD Fund		
Downtown Maintenance		
343665 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	316.60
253 Almondridge SLLMD Fund		
Almondridge Maintenance		
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	178.96
254 Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1		
343587 ACE HARDWARE, ANTIOCH	PVC FITTINGS	35.78
343665 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	230.40
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	472.53
Hillcrest Maintenance Zone 2		
343621 DELTA FENCE CO	FENCE REPAIR	821.00
343665 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	480.00
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	618.86
343692 STEWARTS TREE SERVICE	TREE SERVICES	1,600.00
Hillcrest Maintenance Zone 4		
343665 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	153.60
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	523.75
255 Park 1A Maintenance District Fund		
Park 1A Maintenance District		
343600 AT AND T MCI	PHONE	16.06
343665 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	230.40
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	105.83
256 Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 3		
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	64.30
Citywide 2A Maintenance Zone 4		
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	235.29
Citywide 2A Maintenance Zone 5		
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	345.43
Citywide 2A Maintenance Zone 6		
343665 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	187.52
Citywide 2A Maintenance Zone 8		
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	245.52
Citywide 2A Maintenance Zone 9		
343665 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	153.60

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343669	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	403.71
Citywide 2A Maintenance Zone10			
343669	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	98.37
257 SLLMD Administration Fund			
SLLMD Administration			
343636	FURBER SAW INC	EQUIPMENT REPAIR PARTS	837.38
343646	HORIZON	SUPPLIES	742.48
343756	LAN CON VOICE & DATA CABLING	INSTALLATION SERVICE	96.00
259 East Lone Tree SLLMD Fund			
Zone 1-District 10			
343669	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	98.96
343767	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	23.75
312 Prewett Family Park Fund			
Parks & Open Space			
343717	BANK OF AMERICA	ART DECOR	986.35
376 Lone Diamond Fund			
Assessment District			
343776	RMC WATER AND ENVIRONMENT	DESIGN CONSULTING	7,612.88
570 Equipment Maintenance Fund			
Non Departmental			
343648	HUNT AND SONS INC	FUEL	20,515.41
343752	HUNT AND SONS INC	FUEL	12,405.75
Equipment Maintenance			
202327	WINTER CHEVROLET CO	SENSOR	34.88
202328	FREDS WELDING	FLAT BAR	21.65
343595	ANTIOCH AUTO PARTS	AUTO REPAIR PARTS	213.70
343639	GOLDEN GATE TRUCK CENTER	TOWING SERVICE	552.68
343666	OFFICE MAX INC	OFFICE SUPPLIES	54.80
343669	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	376.69
343685	SCOTTOS AUTO BODY INC	AUTO BODY SHOP SERVICES	1,868.86
343687	SHIELDS HARPER AND CO	SUPPLIES	823.44
343702	WALNUT CREEK FORD	SEAT COVERS & PADS	759.07
343710	ANTIOCH AUTO PARTS	BRAKE PARTS	676.24
343718	BAY AREA AIR QUALITY MGMT DIST	OPERATING PERMIT	2,662.00
343720	BILL BRANDT FORD	CONTROLLER	1,148.12
343727	CONTRA COSTA COUNTY	TELECOMMUNICATIONS SERVICES	1,440.00
343736	DELTA TRUCK CENTER	LIGHT	324.09
343759	MITCHELL ONE INC	TRACTOR TRAILER COMPLETE	3,660.00
343771	PETERSON	CODING SYSTEM PARTS	875.78
343778	SCOTTOS AUTO BODY INC	AUTO REPAIR	1,638.21
343786	SUPERIOR AUTO PARTS	WINDOW REGULATOR	51.93
343790	TRED SHED, THE	TIRES	1,258.21
343795	WALNUT CREEK FORD	MIRROR	52.35
918963	ECONOMY AUTO PAINT & BODYWORK	VEHICLE REPAIR	828.73
918969	KIMBALL MIDWEST	SUPPLIES	390.39
918974	UNLIMITED GRAPHIC & SIGN NETWORK	DECALS	497.95

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573 Information Services Fund

Information Services

343701 VERIZON WIRELESS AIR CARD 35.13

Network Support & PCs

343607 COMCAST INTERNET 78.29
 343609 COMCAST CONNECTION SERVICE 1,036.20
 343623 DIGITAL SERVICES WEBSITE MAINTENANCE 2,275.00
 343689 SSP DATA INC MESSAGE ARCHIVER 575.57
 343740 ECS IMAGING INC ANNUAL SUPPORT MAINTENANCE 1,450.00

Telephone System

202254 AMERICAN MESSAGING PAGER 36.86
 343598 AT AND T MCI PHONE 16.99
 343599 AT AND T MCI PHONE 169.20
 343600 AT AND T MCI PHONE 1,074.76

577 Post Retirement Medical-Police Fund

Non Departmental

343588 RETIREE CHECK REPLACEMENT 193.22

579 Post Retirement Medical-Mgmt Fund

Non Departmental

918953 RETIREE MEDICAL AFTER RETIREMENT 70.00
 918961 RETIREE MEDICAL AFTER RETIREMENT 513.78
 918973 RETIREE MEDICAL AFTER RETIREMENT 1,188.76

611 Water Fund

Non Departmental

343606 COLE SUPPLY CO INC SUPPLIES 2,598.37
 343631 FASTENAL CO SUPPLIES 1,060.57
 343646 HORIZON SUPPLIES 25.41
 343704 WILCO SUPPLY PADLOCKS 587.76
 343709 AWWA RENEWAL FEES 500.00
 343721 BISHOP CO SUPPLIES 1,850.99
 343764 OFFICE MAX INC OFFICE SUPPLIES 1,705.62
 918950 GOLDEN WEST BETTERWAY UNIFORMS SUPPLIES 8,498.14
 918952 HAMMONS SUPPLY COMPANY SUPPLIES 538.18
 918965 GRAINGER INC SUPPLIES 168.87
 918966 HAMMONS SUPPLY COMPANY SUPPLIES 379.30

Water Supervision

343709 AWWA RENEWAL FEES 500.00

Water Production

202349 ARAMARK UNIFORM SERVICES JANITORIAL SUPPLIES 68.28
 343587 ACE HARDWARE, ANTIOCH BULBS 73.96
 343592 ALLIED PACKING AND SUPPLY INC HOSE & FITTINGS 1,858.52
 343594 ANIMAL DAMAGE MANAGEMENT PEST CONTROL SERVICES 125.00
 343599 AT AND T MCI PHONE 126.84
 343600 AT AND T MCI PHONE 66.79
 343634 FISHER SCIENTIFIC COMPANY LAB SUPPLIES 208.79
 343644 HACH CO LAB SUPPLIES 264.21

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
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343666 OFFICE MAX INC	OFFICE SUPPLIES	59.73
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	61,587.23
343678 REINHOLDT ENGINEERING CONSTR	TANK TESTING	800.00
343688 SHUTE MIHALY AND WEINBERGER LLP	LEGAL SERVICES	2,055.82
343689 SSP DATA INC	MESSAGE ARCHIVER	503.62
343722 BORGES AND MAHONEY	CHLORINATOR PARTS	2,330.24
343735 DELTA GRINDING CO INC	EQUIPMENT RENTAL	2,625.00
343742 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	1,312.77
343743 FLOW SCIENCE INCORPORATED	PROFESSIONAL SERVICES	6,521.10
343748 HACH CO	LAB SUPPLIES	141.81
343750 HASA INC	CHEMICALS	563.91
343753 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	25,389.56
343755 L SERPA TRUCKING INC	TRUCK RENTAL	2,279.60
343767 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	19.06
343777 ROBERTS AND BRUNE CO	PVC SUPPLIES	110.47
343780 SPAULDING, ANN B	CONSULTING SERVICES	5,125.00
918946 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,624.35
918949 EUROFINS EATON ANALYTICAL INC	MONITORING	125.00
918957 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	658.60
918962 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	137.53
918964 GENERAL CHEMICAL CORP	ALUM	8,682.39
918965 GRAINGER INC	SUPPLIES	8.85
Water Distribution		
343587 ACE HARDWARE, ANTIOCH	PIPE FITTINGS	11.21
343595 ANTIOCH AUTO PARTS	AIR TOOL OIL	191.94
343631 FASTENAL CO	SUPPLIES	360.24
343651 KARSTE CONSULTING INC	CONSULTING SERVICES	2,160.00
343661 MOOSE METAL	METAL	152.16
343666 OFFICE MAX INC	OFFICE SUPPLIES	50.77
343677 RED WING SHOE STORE	SAFETY SHOES-OLSEN	209.64
343680 ROBERTS AND BRUNE CO	SUPPLIES	1,002.54
343695 TRENCH PLATE RENTAL CO INC	EQUIPMENT RENTAL	386.70
343711 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	504.15
343713 APEX INDUSTRY SERVICE INC	BATTERIES	73.95
343734 COUNTY ASPHALT	ASPHALT	554.29
343756 LAN CON VOICE & DATA CABLING	INSTALLATION SERVICE	384.00
343760 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	257.74
343764 OFFICE MAX INC	OFFICE SUPPLIES	30.62
343777 ROBERTS AND BRUNE CO	PIPE & FITTINGS	7,208.18
343793 UNITED STATES POSTAL SERVICE	POSTAGE	5,000.00
918965 GRAINGER INC	SUPPLIES	475.97
Public Buildings & Facilities		
343617 CSI SERVICES INC	INSPECTION SERVICES	10,770.00
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	85.44
918972 NICHOLS CONSULTING ENGINEERS	PROFESSIONAL SERVICES	3,946.62

Prepared by: Georgina Meek
 Finance Accounting
 2/21/2013

CITY OF ANTIOCH
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Warehouse & Central Stores

343589 AFLAC	PAYROLL DEDUCTIONS	42.00
343698 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	17.00

621 Sewer Fund

Sewer-Wastewater Collection

343631 FASTENAL CO	SUPPLIES	66.60
343661 MOOSE METAL	METAL	225.42
343666 OFFICE MAX INC	OFFICE SUPPLIES	10.63
343689 SSP DATA INC	MESSAGE ARCHIVER	503.62
343698 UNITED PARCEL SERVICE	SHIPPING	37.78
343711 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	866.30
343713 APEX INDUSTRY SERVICE INC	BATTERIES	147.92
343734 COUNTY ASPHALT	ASPHALT	554.28
343749 HARRY BROWN TRAINING	REGISTRATION FEE-PORTER	350.00
343756 LAN CON VOICE & DATA CABLING	INSTALLATION SERVICE	384.00
343760 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	218.44
343793 UNITED STATES POSTAL SERVICE	POSTAGE	5,000.00
918967 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	338.21

Wastewater Collection

918972 NICHOLS CONSULTING ENGINEERS	PROFESSIONAL SERVICES	3,946.62
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631 Marina Fund

Marina Administration

343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,872.56
343773 PLUMMERS HEATING & AIR CONDITION	FURNACE REPAIR	167.00

Marina Maintenance

343587 ACE HARDWARE, ANTIOCH	SUPPLIES	24.87
918957 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,355.14

641 Prewett Water Park Fund

Non Departmental

343590 AGUBA, EDMUND	DEPOSIT REFUND	500.00
343618 DE OCAMPO, DOMINIC	DEPOSIT REFUND	1,000.00
343637 GARCIA, ELIA	DEPOSIT REFUND	500.00
343647 HUB INTERNATIONAL OF CA INSURANCE	INSURANCE PREMIUM	252.00
343657 MARTIN, STELLA	DEPOSIT REFUND	390.00
343664 NUTT, LILIANA	DEPOSIT REFUND	500.00
343683 SANCHEZ, ELIA	DEPOSIT REFUND	1,000.00
343699 VALLE, ROCHELLE	DEPOSIT REFUND	500.00
918948 CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,033.29

Recreation Aquatics

343717 BANK OF AMERICA	SUPPLIES	1,963.52
343719 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE	500.00
343761 MUIR, ROXANNE	CONTRACTOR PAYMENT	140.00

Recreation Water Park

343610 COMMERCIAL POOL SYSTEMS INC	SUPPLIES	1,442.21
343652 KELLY MOORE PAINT CO	SUPPLIES	167.88
343669 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,978.14


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CITY OF ANTIOCH
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343679	RESPONSIVE COMMUNICATION SVCS	PORTABLE RADIOS	1,862.21
343717	BANK OF AMERICA	SUPPLIES	1,997.28
343730	CCC FIRE PROTECTION DISTRICT	PERMIT FEES	427.50
343732	COSTCO	SUPPLIES	517.99
918951	GRAINGER INC	SUPPLIES	83.59
918965	GRAINGER INC	SUPPLIES	532.31
Recreation Community Cnter			
343719	BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE	250.00
721 Employee Benefits Fund			
Non Departmental			
343589	AFLAC	PAYROLL DEDUCTIONS	7,836.84
343603	BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	1,900.61
343615	CSAC EXCESS INSURANCE AUTHORITY	PAYROLL DEDUCTIONS	2,716.00
343619	DELTA DENTAL	PAYROLL DEDUCTIONS	25,620.03
343658	EMPLOYEE	CHECK REPLACEMENT	145.17
343675	PERS	PAYROLL DEDUCTIONS	298,282.85
343728	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
343729	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
343765	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	1,025.64
343768	PARS	PAYROLL DEDUCTIONS	2,591.16
343770	PERS LONG TERM CARE	PAYROLL DEDUCTIONS	97.27
343775	PERS	PAYROLL DEDUCTIONS	276,193.69
343782	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
343783	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	214.00
343784	STATE OF FLORIDA DISBURSE UNIT	PAYROLL DEDUCTIONS	150.00
343788	TEXAS CHILD SUPPORT DISBURSE UNIT	PAYROLL DEDUCTIONS	422.77
343791	RECIPIENT	PAYROLL DEDUCTIONS	112.15
343794	US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	337.61
343797	EMPLOYEE	PAYROLL CORRECTION	1,278.00
918971	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	20,289.10
918975	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	1,334.13



STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF February 26, 2013

SUBMITTED BY: Donna Conley, City Treasurer 
DATE: February 20, 2013
SUBJECT: Treasurer's Report – JANUARY 2013

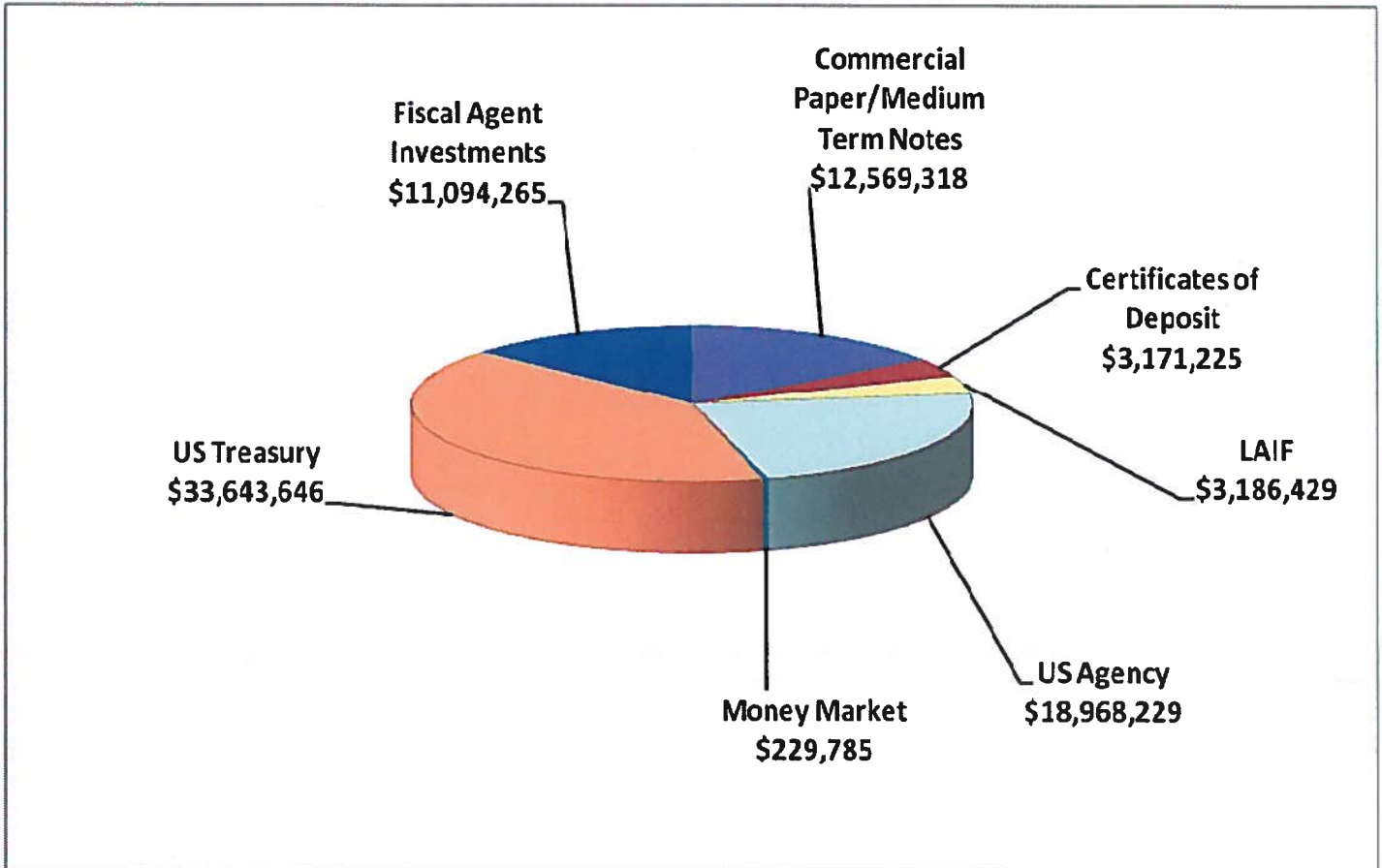
RECOMMENDATION: Review and file.



2-26-2013

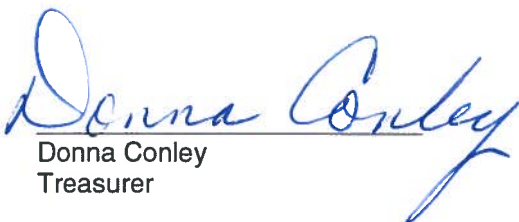
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

JANUARY 31, 2013



Total of City and Fiscal Agent Investments = \$82,862,897

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Donna Conley
Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2003 Water Revenue Bonds	1,191,314
Antioch Public Financing Authority 2002 Lease Revenue Bonds	285,524
Antioch Public Financing Authority 1998 Reassessment Revenue Bonds	8,955,825
Antioch Development Agency 2009 Tax Allocation Bonds	146,039
Antioch Development Agency 2000 Tax Allocation Bonds	83,026
ABAG Lease Revenue Bonds	<u>432,536</u>
	<u><u>\$11,094,265</u></u>



CITY OF ANTIOCH, CA - 04380500

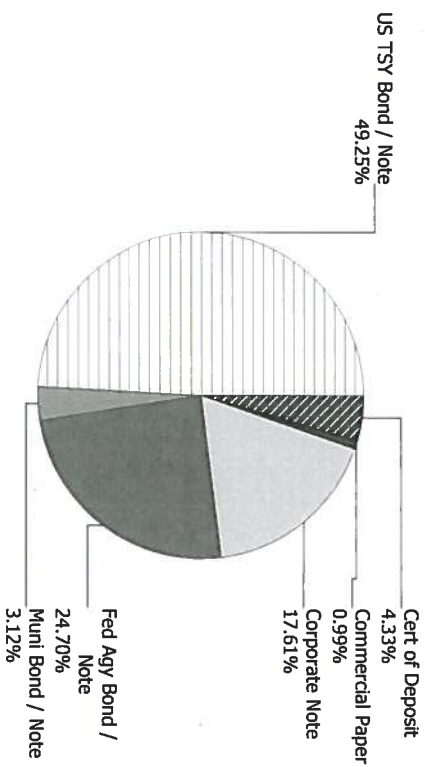
Portfolio Summary and Statistics

For the Month Ending January 31, 2013

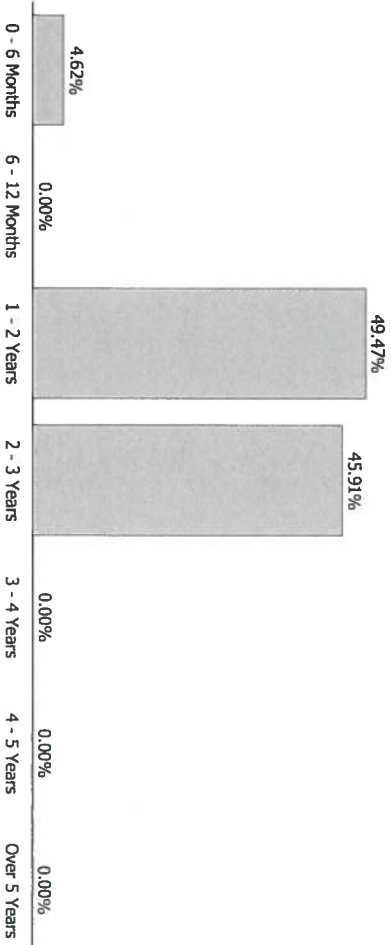
Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	32,995,000.00	33,689,632.39	49.25
Municipal Bond / Note	2,125,000.00	2,133,591.50	3.12
Federal Agency Bond / Note	16,815,000.00	16,891,820.30	24.70
Corporate Note	11,865,000.00	12,040,246.01	17.61
Commercial Paper	675,000.00	674,626.05	0.99
Certificate of Deposit	2,950,000.00	2,961,090.82	4.33
Managed Account Sub-Total	67,425,000.00	68,391,007.07	100.00%
Accrued Interest		192,631.87	
Total Portfolio	67,425,000.00	68,583,638.94	
Unsettled Trades	1,100,000.00	1,151,648.30	

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	0.63%
Yield to Maturity at Market	0.38%
Duration to Worst	1.77
Weighted Average Days to Maturity	690



PFM Asset Management LLC



CITY OF ANTIPOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending January 31, 2013

Security Type/Description Dated Date/Coupon/Maturity U.S. Treasury Bond / Note	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
US TREASURY NOTES DTD 03/02/2009 1.875% 02/28/2014	912828K6	2,500,000.00	AA+	Aaa	04/30/12	05/01/12	2,573,339.84	0.27	19,941.30	2,543,073.75	2,545,312.50
US TREASURY NOTES DTD 03/31/2009 1.750% 03/31/2014	912828K8	3,000,000.00	AA+	Aaa	10/27/11	10/31/11	3,098,085.94	0.39	17,884.62	3,047,193.33	3,054,024.00
US TREASURY NOTES DTD 05/16/2011 1.000% 05/15/2014	912828OM5	3,750,000.00	AA+	Aaa	03/27/12	03/29/12	3,799,511.72	0.38	8,080.11	3,779,917.99	3,788,231.25
US TREASURY NOTES DTD 07/15/2011 0.625% 07/15/2014	912828OU7	575,000.00	AA+	Aaa	11/02/11	11/07/11	579,492.19	0.33	168.77	577,433.89	578,391.35
US TREASURY NOTES DTD 07/15/2011 0.625% 07/15/2014	912828OU7	2,825,000.00	AA+	Aaa	06/20/12	06/21/12	2,841,552.73	0.34	829.16	2,836,654.51	2,841,661.85
US TREASURY N/B DTD 07/31/2012 0.125% 07/31/2014	912828TF7	250,000.00	AA+	Aaa	10/23/12	10/26/12	249,287.11	0.29	0.86	249,394.57	249,648.50
US TREASURY NOTES DTD 09/15/2011 0.250% 09/15/2014	912828RG7	1,150,000.00	AA+	Aaa	10/12/11	10/14/11	1,140,701.17	0.53	1,103.94	1,144,837.09	1,150,313.95
US TREASURY NOTES DTD 12/15/2011 0.250% 12/15/2014	912828RV4	1,200,000.00	AA+	Aaa	01/05/12	01/06/12	1,195,312.50	0.38	395.60	1,197,015.49	1,199,812.80
US TREASURY NOTES DTD 02/15/2012 0.250% 02/15/2015	912828SE1	1,500,000.00	AA+	Aaa	02/22/12	02/27/12	1,492,207.03	0.43	1,732.34	1,494,636.65	1,499,062.50
US TREASURY NOTES DTD 03/01/2010 2.375% 02/28/2015	912828MR8	1,500,000.00	AA+	Aaa	06/20/12	06/21/12	1,578,457.03	0.42	15,155.39	1,560,521.52	1,564,687.50
US TREASURY NOTES DTD 03/01/2010 2.375% 02/28/2015	912828MR8	2,500,000.00	AA+	Aaa	04/30/12	05/01/12	2,639,453.13	0.39	25,258.98	2,602,326.88	2,607,812.50
US TREASURY NOTES DTD 03/15/2012 0.375% 03/15/2015	912828SK7	170,000.00	AA+	Aaa	03/13/12	03/15/12	169,428.91	0.49	244.79	169,596.34	170,305.47
US TREASURY NOTES DTD 03/15/2012 0.375% 03/15/2015	912828SK7	825,000.00	AA+	Aaa	06/27/12	06/28/12	824,355.47	0.40	1,187.93	824,497.32	826,482.42
US TREASURY NOTES DTD 08/02/2010 1.750% 07/31/2015	912828NP1	325,000.00	AA+	Aaa	10/23/12	10/26/12	337,098.63	0.39	15.71	335,938.93	336,375.00



CITY OF ANTIOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending January 31, 2013

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 08/02/2010 1.750% 07/31/2015	912828NP1	465,000.00	AA+	Aaa	08/22/12	08/23/12	483,418.36	0.39	22.48	480,671.73	481,275.00
US TREASURY NOTES DTD 08/02/2010 1.750% 07/31/2015	912828NP1	3,625,000.00	AA+	Aaa	09/06/12	09/10/12	3,772,832.03	0.33	175.24	3,752,889.78	3,751,875.00
US TREASURY NOTES DTD 11/30/2010 1.375% 11/30/2015	912828P13	2,735,000.00	AA+	Aaa	11/01/12	11/05/12	2,815,981.64	0.40	6,508.77	2,809,646.08	2,810,212.50
US TREASURY NOTES DTD 11/30/2010 1.375% 11/30/2015	912828P13	3,000,000.00	AA+	Aaa	11/29/12	12/05/12	3,091,289.06	0.35	7,139.42	3,086,439.45	3,082,500.00
US TREASURY NOTES DTD 01/31/2011 2.000% 01/31/2016	912828PS3	1,100,000.00	AA+	Aaa	01/30/13	02/04/13	1,150,960.94	0.44	243.09	1,150,960.94	1,151,648.30
Security Type Sub-Total		32,995,000.00					33,832,765.43	0.37	106,088.50	33,643,646.24	33,689,632.39
Municipal Bond / Note											
CA ST REV BONDS DTD 08/23/2012 2.500% 06/20/2013	130638B68	825,000.00	SP-1	MIG1	08/17/12	08/23/12	839,033.25	0.43	9,154.11	831,480.47	832,119.75
METRO WTR DIST AUTH, CA REV BONDS DTD 06/28/2012 0.616% 07/01/2014	59266THP9	575,000.00	AAA	Aa1	06/21/12	06/28/12	575,000.00	0.62	295.17	575,000.00	575,644.00
METRO WTR DIST AUTH, CA REV BONDS DTD 06/28/2012 0.943% 07/01/2015	59266THO7	225,000.00	AAA	Aa1	06/21/12	06/28/12	225,000.00	0.94	176.81	225,000.00	225,267.75
CA ST DEPT OF WATER REV BONDS DTD 09/27/2012 0.650% 12/01/2015	13066KX87	500,000.00	AAA	Aa1	09/19/12	09/27/12	500,000.00	0.65	541.67	500,000.00	500,560.00
Security Type Sub-Total		2,125,000.00					2,139,033.25	0.59	10,167.76	2,131,480.47	2,133,591.50
Federal Agency Bond / Note											
FNMA NOTES DTD 07/18/2011 0.875% 08/28/2014	313560B78	575,000.00	AA+	Aaa	09/29/11	09/30/11	578,588.00	0.66	2,138.28	576,949.93	580,492.40
FHLMC NOTES DTD 08/12/2011 0.500% 09/19/2014	313462Y15	1,600,000.00	AA+	Aaa	09/20/11	09/21/11	1,597,863.68	0.55	2,933.33	1,598,830.54	1,605,910.40



CITY OF ANTIOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending January 31, 2013

Security Type/Description Dated Date/Coupon/Maturity Federal Agency Bond / Note	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
FREDDIE MAC GLOBAL NOTES DTD 08/05/2011 0.750% 09/22/2014	3134G2WG3	910,000.00	AA+	Aaa	09/28/11	09/30/11	911,820.00	0.68	2,445.63	911,007.97	917,089.81
FREDDIE MAC GLOBAL NOTES DTD 08/05/2011 0.750% 09/22/2014	3134G2WG3	2,450,000.00	AA+	Aaa	08/30/11	08/31/11	2,462,838.00	0.58	6,584.38	2,456,918.26	2,469,087.95
FHLB NOTES DTD 11/08/2010 0.875% 12/12/2014	313371PC4	3,000,000.00	AA+	Aaa	01/19/12	01/19/12	3,028,170.00	0.55	3,572.92	3,018,174.57	3,032,406.00
FANNIE MAE GLOBAL NOTES DTD 04/19/2012 0.500% 05/27/2015	3135G0KM4	1,380,000.00	AA+	Aaa	04/17/12	04/19/12	1,376,011.80	0.59	1,226.67	1,377,010.42	1,384,847.94
FNMA NOTES (CALLABLE) DTD 08/07/2012 0.500% 08/07/2015	3135G0NG4	3,400,000.00	AA+	Aaa	08/02/12	08/07/12	3,399,660.00	0.50	8,216.67	3,399,714.43	3,400,081.60
FREDDIE MAC GLOBAL NOTES DTD 07/11/2012 0.500% 08/28/2015	3134G3ZA1	1,825,000.00	AA+	Aaa	07/30/12	07/31/12	1,827,129.78	0.46	3,878.13	1,826,785.07	1,830,478.65
FANNIE MAE GLOBAL NOTES DTD 11/16/2012 0.375% 12/21/2015	3135G0S80	1,675,000.00	AA+	Aaa	11/14/12	11/16/12	1,671,097.25	0.45	697.92	1,671,357.66	1,671,425.55
Security Type Sub-Total							16,853,178.51	0.54	31,693.93	16,836,748.85	16,891,820.30
Corporate Note											
JOHN DEERE CAPITAL CORP NOTE DTD 03/03/2011 1.600% 03/03/2014	24422ERA9	500,000.00	A	A2	02/28/11	03/03/11	499,505.00	1.63	3,288.89	499,817.59	506,283.00
CATERPILLAR FINANCIAL SE CORP NOTE DTD 04/01/2011 1.650% 04/01/2014	14912L4T5	250,000.00	A	A2	03/24/11	04/01/11	250,197.50	1.62	1,375.00	250,077.92	253,569.75
WAL MART STORES INC. CORP NOTES DTD 04/18/2011 1.625% 04/15/2014	931142DA8	405,000.00	AA	Aa2	04/11/11	04/18/11	403,906.50	1.72	1,937.81	404,552.71	411,197.72
IBM CORP GLOBAL NOTES DTD 05/12/2011 1.250% 05/12/2014	459200GW5	815,000.00	AA-	Aa3	05/09/11	05/12/11	814,233.90	1.28	2,235.59	814,669.49	823,657.75
JOHNSON & JOHNSON GLOBAL NOTE DTD 05/20/2011 1.200% 05/15/2014	478160AX2	1,000,000.00	AAA	Aaa	05/17/11	05/20/11	998,830.00	1.24	2,533.33	999,489.62	1,011,340.00
CATERPILLAR FINANCIAL SE NOTES DTD 05/20/2011 1.375% 05/20/2014	14912L4V0	275,000.00	A	A2	05/17/11	05/20/11	274,854.25	1.39	745.75	274,935.98	278,271.95



PFM Asset Management LLC



CITY OF ANTIOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending January 31, 2013

Security Type/Description Dated Date/Coupon/Maturity Corporate Note	CUSTP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
JP MORGAN CHASE & CO NOTES DTD 05/18/2009 4.650% 06/01/2014	46625HHN3	1,010,000.00	A	A2	12/19/11	12/22/11	1,062,853.30	2.43	7,827.50	1,039,241.23	1,062,543.23
PROCTER & GAMBLE CO CORP NOTES DTD 08/15/2011 0.700% 08/15/2014	742718DU0	500,000.00	AA-	Aa3	08/10/11	08/15/11	497,945.00	0.84	1,613.89	498,939.47	502,970.00
BERKSHIRE HATHAWAY INC (FLOATING) NOTES DTD 08/15/2011 1.010% 08/15/2014	084670BA5	850,000.00	AA+	Aa2	08/10/11	08/15/11	850,000.00	0.98	1,860.08	850,000.00	858,192.30
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 01/09/2012 2.150% 01/09/2015	36962G5M2	1,050,000.00	AA+	A1	05/23/12	05/29/12	1,061,434.50	1.72	1,379.58	1,058,544.71	1,079,304.45
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 01/09/2012 2.150% 01/09/2015	36962G5M2	1,115,000.00	AA+	A1	01/04/12	01/09/12	1,113,840.40	2.19	1,464.99	1,114,242.05	1,146,118.54
IBM CORP GLOBAL NOTES DTD 02/06/2012 0.550% 02/06/2015	459200HB0	305,000.00	AA-	Aa3	02/01/12	02/06/12	303,508.55	0.72	815.45	303,995.29	304,817.92
BANK OF NEW YORK MELLON (CALLABLE) NOTES DTD 02/21/2012 1.200% 02/20/2015	06406HCCI	375,000.00	AA+	Aa3	02/13/12	02/21/12	374,658.75	1.23	2,012.50	374,764.92	379,300.88
CATERPILLAR FIN CORP NOTES DTD 05/30/2012 1.100% 05/29/2015	14912L5D9	250,000.00	A	A2	05/22/12	05/30/12	249,920.00	1.11	473.61	249,937.63	252,871.00
JOHN DEERE CAPITAL CORP GLOBAL NOTES DTD 06/29/2012 0.950% 06/29/2015	24422ERS0	450,000.00	A	A2	06/26/12	06/29/12	449,878.50	0.96	380.00	449,902.08	453,639.15
JP MORGAN CHASE & CO GLOBAL NOTES DTD 10/18/2012 1.100% 10/15/2015	46623ER1	1,650,000.00	A	A2	10/15/12	10/18/12	1,649,323.50	1.11	5,192.92	1,649,387.11	1,651,742.40
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	425,000.00	AA+	Aa3	10/18/12	10/25/12	424,562.25	0.73	793.33	424,600.86	424,770.93
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	640,000.00	AA+	Aa3	12/17/12	12/20/12	638,067.20	0.81	1,194.67	638,144.15	639,655.04
Security Type Sub-Total		11,865,000.00					11,917,519.10	1.41	37,124.89	11,895,242.81	12,040,246.01



Managed Account Detail of Securities Held

For the Month Ending January 31, 2013

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Commercial Paper												
TOYOTA MOTOR CREDIT CORP COMM PAPER		89233GSH0	675,000.00	A-1+	P-1	08/22/12	08/23/12	672,647.06	0.47	0.00	674,074.69	674,626.05
	0.000%	05/17/2013										
Security Type Sub-Total			675,000.00					672,647.06	0.47	0.00	674,074.69	674,626.05

Certificate of Deposit

STANDARD CHARTERED BANK NY CERT DEPOS		85325BOV9	1,650,000.00	A-1+	P-1	09/19/12	09/21/12	1,650,000.00	0.65	3,962.29	1,650,000.00	1,650,859.82
	0.650%	03/18/2013										
WESTPAC BANKING CORP NY (FLOAT) CD		96121TLT3	1,300,000.00	AA-	AA2	02/14/12	02/16/12	1,300,000.00	1.47	3,594.50	1,300,000.00	1,310,231.00
	1.260%	02/14/2014										
Security Type Sub-Total			2,950,000.00					2,950,000.00	1.01	7,556.79	2,950,000.00	2,961,090.82

Managed Account Sub-Total 67,425,000.00

Securities Sub-Total \$67,425,000.00

Accrued Interest \$68,365,143.35 0.63% \$192,631.87 \$68,131,193.06 \$68,391,007.07 \$192,631.87

Total Investments \$68,583,638.94

Bolded items are forward settling trades.



Managed Account Security Transactions & Interest

For the Month Ending January 31, 2013

CITY OF ANTIPOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY	01/30/13	02/04/13	US TREASURY NOTES	912828PS3	1,100,000.00	(1,150,960.94)	(243.09)	(1,151,204.03)			
			DTD 01/31/2011 2.0000%								
			01/31/2016								
Transaction Type Sub-Total					1,100,000.00	(1,150,960.94)	(243.09)	(1,151,204.03)			

INTEREST											
Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
	01/01/13	01/01/13	METRO WTR DIST AUTH, CA REV BONDS	59266TH07	225,000.00	0.00	1,078.56	1,078.56			
			DTD 06/28/2012 0.943% 07/01/2015								
	01/01/13	01/01/13	METRO WTR DIST AUTH, CA REV BONDS	59266THP9	575,000.00	0.00	1,800.52	1,800.52			
			DTD 06/28/2012 0.616% 07/01/2014								
	01/02/13	01/02/13	MONEY MARKET FUND	MONNEY0002	0.00	0.00	0.53	0.53			
	01/09/13	01/09/13	GENERAL ELEC CAP CORP GLOBAL NOTES	36962G5M2	1,115,000.00	0.00	11,986.25	11,986.25			
			DTD 01/09/2012 2.150% 01/09/2015								
	01/09/13	01/09/13	GENERAL ELEC CAP CORP GLOBAL NOTES	36962G5M2	1,050,000.00	0.00	11,287.50	11,287.50			
			DTD 01/09/2012 2.150% 01/09/2015								
	01/15/13	01/15/13	US TREASURY NOTES	912828OU7	575,000.00	0.00	1,796.88	1,796.88			
			DTD 07/15/2011 0.625% 07/15/2014								
	01/15/13	01/15/13	US TREASURY NOTES	912828OU7	2,825,000.00	0.00	8,828.12	8,828.12			
			DTD 07/15/2011 0.625% 07/15/2014								
	01/31/13	01/31/13	US TREASURY N/B	912828TF7	250,000.00	0.00	156.25	156.25			
			DTD 07/31/2012 0.125% 07/31/2014								
	01/31/13	01/31/13	US TREASURY NOTES	912828NP1	3,625,000.00	0.00	31,718.75	31,718.75			
			DTD 08/02/2010 1.750% 07/31/2015								
	01/31/13	01/31/13	US TREASURY NOTES	912828NP1	465,000.00	0.00	4,068.75	4,068.75			
			DTD 08/02/2010 1.750% 07/31/2015								
	01/31/13	01/31/13	US TREASURY NOTES	912828NP1	325,000.00	0.00	2,843.75	2,843.75			
			DTD 08/02/2010 1.750% 07/31/2015								
Transaction Type Sub-Total					11,030,000.00	0.00	75,565.86	75,565.86			



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending January 31, 2013

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
SELL											
	01/30/13	02/04/13	TOYOTA MOTOR CREDIT CORP COMM PAPER	89233GSH0	1,000,000.00	999,405.00	0.00	999,405.00	2,890.83	736.67	SPEC LOT
			--								
			0.000% 05/17/2013								
Transaction Type Sub-Total						1,000,000.00	999,405.00	0.00	999,405.00	2,890.83	736.67
Managed Account Sub-Total							(151,555.94)	75,322.77	(76,233.17)	2,890.83	736.67
Total Security Transactions							(151,555.94)	75,322.77	(76,233.17)	2,890.83	736.67

Bolded items are forward settling trades.



PFM Asset Management LLC

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF FEBRUARY 26, 2013**

FROM: Lynn Tracy Nerland, City Attorney 

DATE: February 21, 2013

SUBJECT: Rejection of Claims

RECOMMENDATION:

Reject the listed claims:

1. Paulette Lancaster on behalf of herself and minor child M.D. 12/13-2078 (civil rights)
2. Latoshia Craig 12/13-2092 (property damage)
3. Richard Evaro 13/14-2095 (vehicle damage)
4. Kaesha Johnson 13/14-2095 (vehicle damage)

LTN/spd

cc: Anthony Allenza

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF FEBRUARY 26, 2013**

FROM: Lynn Tracy Nerland, City Attorney 

DATE: February 20, 2013

SUBJECT: Policy on the Delegation of Authority regarding Claims

ACTION:

To clarify the settlement authority previously provided in Resolution No. 90/179 dated June 26, 1990, adopt the attached resolution providing that the City Attorney is delegated the authority to approve or deny claims in the amount of \$15,000 or less as detailed in the resolution.

BACKGROUND:

Pursuant to Resolution No. 90/179 dated June 26, 1990, the City Attorney is authorized to settle third-party liability claims up to \$15,000. However, the resolution is silent as to the authority to deny claims or other kinds of claims such as employment-related matters or statutory claims.

The attached resolution would delegate authority to the City Attorney to approve or deny claims of \$15,000 or less without seeking further City Council authorization. Settlement of claims in excess of \$5,000 not handled by the City's joint risk pool would require the approval of the City's Risk Manager or City Manager as well. The City Attorney would continue to periodically report these actions to the City Council as is the current practice. Settlement agreements requiring further actions by the City beyond just the payment of money would continue to require the City Council's approval. The City's joint risk pool would continue to handle workers' compensation settlements regarding medical expenses and disability benefits through the Human Resources Department. However, if the workers' compensation settlement involves the financial resolution of other claims, then City Council approval would be sought for claims in excess of \$15,000.

Various cities handle claims authority in different manners. Some cities continue to have the city council deny all claims. The city of Walnut Creek gives the city attorney the authority to settle claims up to \$10,000 and to deny all claims. The City of Richmond gives its risk manager the authority to settle claims up to \$10,000 and the authority to deny all claims. In Danville, it is the city manager and city attorney who are granted the authority to settle claims up to \$10,000 and to deny all claims.

FISCAL IMPACT:

A fair amount of time is spent drafting memos and staff reports to the City Council regarding the denial of relatively small claims such as pothole claims. The proposed action is not anticipated to create a fiscal impact other than more efficient use of the City Attorney's time.

OPTIONS:

1. Revise the dollar threshold for the authority delegated to the City Attorney
2. Revise the kinds of actions for which authority is delegated to the City Attorney
3. Take no action and leave effective Resolution No. 90/179

ATTACHMENTS:

- A. Proposed Resolution providing that the City Attorney is delegated the authority to approve or deny claims in the amount of \$15,000 or less
- B. Resolution No. 90/179 dated June 26, 2013

RESOLUTION NO. 2013/**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING A POLICY ON THE DELEGATION OF AUTHORITY REGARDING CLAIMS**

WHEREAS, City Council Resolution No. 90/179 grants the City Attorney the authority to settle third-party claims in the amount of \$15,000 without City Council approval but is silent regarding other types of claims or the authority to deny claims;

NOW, THEREFORE, BE IT RESOLVED that the City Council establishes the following policy regarding claims of any nature:

1. The City Attorney is delegated the authority to approve or deny claims of \$15,000 or less without seeking further City Council authorization. The City Attorney would continue to periodically report to the City Council the denial or settlement of specific claims.
2. Settlement of claims in excess of \$5,000 not handled by the City's joint risk pool would require the approval of the City's Risk Manager or City Manager as well as the City Attorney.
3. Settlement agreements requiring further actions by the City beyond just the payment of money would continue to require the City Council's approval.
4. The City's joint risk pool would continue to handle workers' compensation settlements regarding medical expenses and disability benefits through the Human Resources Department. However, if the workers' compensation settlement involves the financial resolution of other claims, then City Council approval must be sought for payment for the other claims in excess of \$15,000; and

BE IT FURTHER RESOLVED that Resolution No. 90/179 is hereby rescinded.

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 ____ day of February 2013 by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK OF THE CITY OF ANTIOCH

RESOLUTION NO. 90/179RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH ESTABLISHING A LIABILITY
SETTLEMENT AUTHORITY

WHEREAS, the City's self-insured retention for liability claims is rising from \$5,000 to \$25,000 effective July 1, 1990; and

WHEREAS, in the past, the City Attorney has had authority to settle claims for up to \$5,000; and

WHEREAS, it is desirable to be able to quickly respond to meritorious claims;

NOW, THEREFORE, BE IT RESOLVED that the City Attorney is hereby granted authority to settle liability claims up to the amount of \$15,000 per claim without further approval of the City Council.

BE IT FURTHER RESOLVED that the City Attorney shall report to the Council all claims which have been administratively approved and paid.

* * * * *

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 26th day of June, 1990, by the following vote:

AYES: Council Members Price, Freitas, Stone, Rocha and Mayor Keller.

NOES: None.

ABSENT: None.

Florence Lundall
CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF FEBRUARY 26, 2013**

FROM: Lynn Tracy Nerland, City Attorney 
DATE: February 19, 2013
SUBJECT: **City Manager Employment Agreement**

ACTION

The City Council adopts a motion approving the Seventh Amendment to the Employment Agreement with City Manager Jim Jakel and authorizes the Mayor to sign it.

BACKGROUND

Jim Jakel has served as City Manager since 2003 and has indicated his intention to retire this year. However, he has agreed to continue employment through December 30, 2013 to assist in the recruitment and orderly transition to a new City Manager.

Amendment to the City Manager's Employment Agreement

Mr. Jakel has an Employment Agreement with the City of Antioch dated October 14, 2003 (Attachment A). The Employment Agreement has been amended six times since then pursuant to City Council action during regular, open session meetings. The most recent amendments since 2009 reflect the City Manager agreeing to forego cost of living salary adjustments without triggering the severance provision in the Employment Agreement; accepting the 10% salary reduction implemented with the furlough policy; waiving annual deferred compensation contributions; and reimbursing the City for a percentage of the PERS retirement costs.

The proposed Seventh Amendment to the Employment Agreement provides that Mr. Jakel's contract shall continue through December 30, 2013 under the current terms, but for the period of July 1, 2013 through December 30, 2013, his compensation shall also include a monthly retention payment of \$2750 and monthly deferred compensation payment of \$3533. These additional amounts are excluded from the calculation of final compensation for purposes of his PERS retirement formula.

Mr. Jakel's Retirement

During Mr. Jakel's tenure, the City celebrated successes and faced unprecedented challenges. The Highway 4 widening and construction of E-BART are fully funded and under full-scale construction. The Antioch Community Center at Prewett Park was built under budget and opened on-time. Sales and property taxes reached record highs before the national recession in 2007 and housing market crisis, which forced the City to drastically slash services and spending

2F
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(particularly in the areas of employee compensation and benefits) to stave off bankruptcy. At this point, a slow recovery has begun and it is expected that improving staffing and service levels will be a top priority for a new City Manager.

Recruitment for a New City Manager

A contract with a recruiting firm to handle the recruitment of a new City Manager will be brought to the City Council at a future meeting for the City Council's consideration.

FISCAL IMPACT

Mr. Jakel's base salary remains at the amount established in 2008 minus the 10% salary reduction due to furloughs, but with the 3% salary increase for all management employees effective January 1, 2013 in return for payment of 8 % of retirement costs. Accordingly, Mr. Jakel's base salary is \$16,719 per month. The monthly retention payment and deferred compensation payment are for the period of July 1, 2013 to December 30, 2013 only, unless the parties mutually agree to extend the contract if for some reason the recruitment for a new City Manager takes longer than expected.

OPTIONS

No options are presented as the proposed Seventh Amendment is consistent with the direction given the City Attorney/Labor Negotiator.

ATTACHMENTS

- A. Employment Agreement with City Manager Jim Jakel
- B. Proposed Seventh Amendment to City Manager Employment Agreement

SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

City of Antioch/James Jakel

THIS SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this ____ day of _____, 2013, by and between the City of Antioch, municipal corporation (“CITY”) and James Jakel (“JAKEL”).

RECITALS

WHEREAS, on October 14, 2003, the CITY and JAKEL entered into an Employment Agreement by which the CITY employed JAKEL as city manager for the City of Antioch with a starting date of December 1, 2003 (“Agreement”); and

WHEREAS, the City Council approved a First Amendment to the Agreement on January 23, 2007, a Second Amendment to the Agreement on March 11, 2008, a Third Amendment on January 28, 2009, a Fourth Amendment on August 11, 2009, a Fifth Amendment on April 13, 2011 and a Sixth Amendment on February 23, 2011; and

WHEREAS, starting in 2009, given the financial challenges facing the City of Antioch, the parties agreed to reduce the terms of JAKEL’s compensation without triggering the severance provisions in the Agreement; and

WHEREAS, JAKEL has indicated his intention to retire in 2013, but he has agreed to continue employment through December 30, 2013 to assist in the recruitment and orderly transition to a new city manager;

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

1. **Employment as City Manager.** Section 1 of the Agreement, “Employment as City Manager” is amended to include the following:

“The City agrees to employ Mr. Jakel through December 30, 2013 when he intends to retire, unless the parties mutually agree to extend the terms of this Agreement.”

2. **Salary.** Section 2 of the Agreement, “Salary and Benefits” is amended in its entirety to read as follows:

“a) CITY hired JAKEL at an initial annual salary of One Hundred Sixty-five Thousand Dollars (\$165,000) in 2003. Pursuant to the provisions regarding salary adjustments as set forth in Section 3 of the Employment Agreement, the City Council approved increases in JAKEL’s annual salary and as of February 1, 2008, JAKEL’s annual salary was \$210,120. As of January 1, 2013, JAKEL’s annual salary is \$200,628, which reflects the 10% annual salary decrease since 2009 due to the City’s financial conditions but a 3% increase on January 1, 2013 in return for payment of 8 % of retirement costs. Jakel’s salary shall remain \$200,628 for the term of this Agreement.

b) JAKEL shall be entitled to all benefits described in the City of Antioch Management Benefit Document dated October 1, 2010 – September 30, 2013, a copy of which is attached and incorporated into this Agreement as Exhibit A. However, JAKEL shall remain entitled to the medical-after-retirement benefit afforded employees hired under the Management Benefit Document dated October 1, 2001-September 30, 2005. As to section 3.B of the Management Benefit Document, JAKEL shall meet the years of service requirement for eligibility in the Medical-After-Retirement Plan, which is attached and incorporated as Exhibit B, after completion of seven (7) years of full-time regular service starting on December 1, 2003. In the event of any conflict between the Management Benefit Document and this Employment Agreement, the provisions of this Agreement shall prevail.

c) Due to the financial challenges facing the City of Antioch, the CITY and JAKEL agreed that JAKEL would waive the City's deferred compensation contributions provided under the existing Management Benefits Document from 2009-June 30, 2013.

d) For the period of July 1, 2013 through December 30, 2013, JAKEL shall be paid a monthly retention payment of \$2750, which shall be excluded from the PERS retirement final compensation as "final settlement pay" and a monthly deferred compensation payment of \$3533.

2. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

CITY OF ANTIOCH:

JAMES JAKEL

By: _____
Wade H. Harper, Mayor

By: _____

APPROVED AS TO FORM:

By: _____
Lynn Tracy Nerland, City Attorney

EMPLOYMENT AGREEMENT

City of Antioch/James Jakel

THIS AGREEMENT is entered into this 14th day of October, 2003 by and between the City of Antioch, a municipal corporation ("CITY") and James Jakel ("JAKEL").

THE PARTIES AGREE AS FOLLOWS:

1. **Employment as City Manager.** CITY hereby employs JAKEL as city manager of the City of Antioch, effective upon the parties' mutual agreement expressed in writing as to start date, but not later than December 31, 2003. Such employment shall be for an indefinite term. It is understood that JAKEL serves at the pleasure of the majority of the City Council, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the city manager at any time, subject only to the provisions set out herein. JAKEL shall have the right to resign or retire from employment at any time, but only after having given thirty (30) days' advance notice in writing of such intent.

2. **Salary and Benefits.** CITY hires JAKEL at an initial annual salary of One Hundred Sixty-five Thousand (\$165,000.00) Dollars. JAKEL shall be entitled to all of the benefits expressed in the "City of Antioch Management Benefit Document October 1, 2001 - September 30, 2005" as well as the "First Amendment to Management Benefit Document, City of Antioch" dated May 13, 2003, copies of both being attached hereto, unless the provisions of this Agreement conflict with either document, in which case the provisions of this Agreement shall prevail.

3. **Salary Adjustments and Evaluations.** Beginning in calendar year 2004, JAKEL shall receive the same periodic cost of living adjustments ("COLA") to salary as are granted to other executive level management employees (identified as Tier 1 employees in the First Amendment to Management Benefit Document); however, the City Council is not compelled to grant such COLA adjustments to JAKEL. If for any periodic COLA adjustment JAKEL does not receive the same COLA adjustments as are granted to other Tier 1 employees, then he may consider such failure to be a termination and exercise the severance provisions of Paragraph 4 of this Agreement. It is the goal of the parties to conduct at least an annual performance evaluation during April of each year (however, excluding April, 2004). Following such performance evaluations, the City Council may determine to grant JAKEL merit salary increases.

4. **Termination, Severance.** In the event that the City Council wishes to terminate JAKEL's employment, it shall give written notice of such fact in the form of a resolution adopted by majority of the Council or by a minute order following a closed session containing the signatures of at least three members of the Council. In the event of a termination, JAKEL shall be entitled to severance pay for the twelve (12) months following such notice, or until he receives comparable employment within such time, at which point severance shall be discontinued. "Comparable employment" shall mean employment paying seventy-five (75%)

RECEIVED

OCT 28 2003

PERSONNEL DEP.

1 # 3794
 Owen 12/18/03
 J. J. 12/21/03

percent or more of his then-current city manager salary. "Severance pay" shall mean the salary paid to JAKEL at the time of termination, and health benefits provided to him and dependents at the time of termination, but no other fringe benefits. If JAKEL resigns or retires following a suggestion from the majority of the Council that he do so, the severance clause of this Agreement shall become effective. The CITY shall have no obligation to pay severance if JAKEL is terminated, resigns or retires following his arrest for a felony or a crime of moral turpitude or for a documented incident of dishonesty affecting affairs of the CITY.

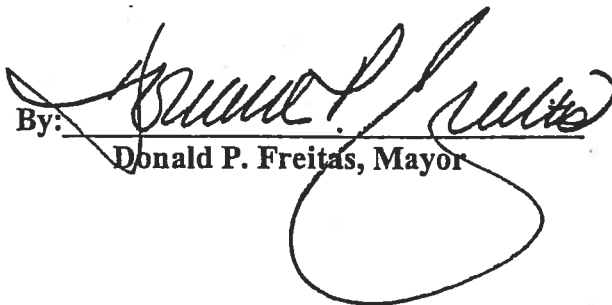
5. Conferences, Equipment. Understanding the need for JAKEL to remain current about modern techniques of city management, CITY agrees to pay for his attendance at professional conferences and training opportunities, subject to budgetary constraints that may occur from time to time. CITY shall provide for JAKEL's use of typical equipment used by professionals at his level, including mobile telephone, laptop computer and similar devices.

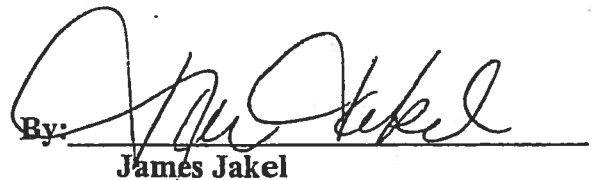
6. Exclusive Employ. During the effectiveness of this Agreement, JAKEL shall remain in the exclusive employment of CITY. This provision does not prevent occasional teaching, writing, speaking or incidental consulting for other governmental agencies or not-for-profit organizations performed on his time off. No such outside activities shall present an actual or apparent conflict of interest. De Minimus use of City equipment for such purposes is authorized.

7. Miscellaneous. This Agreement is the result of mutual drafting of the parties, and therefore no provision shall be construed against a party based upon the identity of the drafter. If any provision is held to be invalid or unenforceable, the remainder of the Agreement shall remain in force and effect, unless the finding of invalidity would be contrary to the parties' intent in executing the entire agreement. The CITY shall defend and hold JAKEL harmless from any claim, lawsuit or cause of action arising out of and in the course of JAKEL's employment as city manager.


CITY OF ANTIOCH:

JAMES JAKEL:

By: 
Donald P. Freitas, Mayor

By: 
James Jakel

APPROVED AS TO FORM:

By: 
William R. Galstan
City Attorney

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

City of Antioch/James Jakel

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 24th day of January, 2007, by and between the City of Antioch, municipal corporation ("CITY") and James Jakel ("JAKEL").

RECITALS

WHEREAS, on October 14, 2003, the CITY and JAKEL entered into an Employment Agreement by which the CITY employed JAKEL as city manager for the City of Antioch with a starting date of December 1, 2003. ("Agreement"); and

WHEREAS, the parties have agreed to modify the terms of the Agreement;

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

1. **Salary and Benefits.** Section 2 of the Agreement, "Salary and Benefits" is amended in its entirety to read as follows:

"a) CITY hired JAKEL at an initial annual salary of One Hundred Sixty-five Thousand Dollars (\$165,000). Pursuant to the provisions regarding salary adjustments as set forth in Section 3 below, the City Council has approved an increase in JAKEL's annual salary to One Hundred Seventy-Eight Thousand Five Hundred and Thirty Six Dollars (\$178,536). As of February 1, 2007, JAKEL's annual salary shall be increased to Two Hundred Thousand Dollars (\$200,000).

b) JAKEL shall be entitled to all benefits described in the City of Antioch Management Benefit Document dated October 1, 2005 – September 30, 2009, as the document may be amended or superseded in the future, and a copy of which is attached and incorporated into this Agreement as Exhibit A. However, JAKEL shall remain entitled to all benefits afforded employees hired under the Management Benefit Document dated October 1, 2001-September 30, 2005. In the event of any conflict between the Management Benefit Document and this Employment Agreement, the provisions of this Agreement shall prevail.

c) As to section 3.B of the Management Benefit Document, JAKEL shall meet the years of service requirement for eligibility in the Medical-After-Retirement Plan, which is attached and incorporated as Exhibit B, after completion of seven (7) years of full-time regular service starting on December 1, 2003."

2. **Termination and Severance.** Section 4 of the Agreement, "Termination, Severance" is amended in its entirety to read as follows:

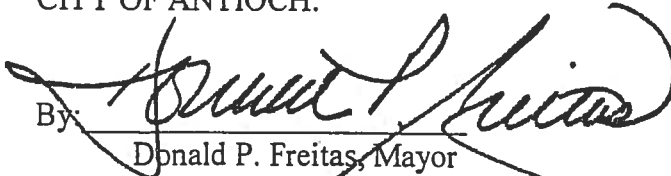
"a) In the event that the City Council wishes to terminate JAKEL's employment, it shall give written notice of such fact in the form of a resolution adopted by the majority of the Council or by a minute order following a closed session containing the signatures of at least three members of the Council.

b) In the event of a termination, JAKEL shall be entitled to severance pay for the eighteen (18) months following such notice, or until he receives comparable employment within such time, at which point severance shall be discontinued. "Comparable employment" shall mean employment paying seventy-five (75%) or more of his then-current city manager salary. "Severance pay" shall mean the salary paid to JAKEL at the time of termination, and health benefits provided to him and dependents at the time of termination, but no other fringe benefits. As to retirement benefits, if the City Council terminates JAKEL's employment at any time after December 1, 2008, then JAKEL shall be deemed to have completed seven (7) years of full-time regular service and be eligible for the Medical-After-Retirement Plan, but not if JAKEL resigns or retires on his own before December 1, 2010. If JAKEL resigns or retires following a suggestion from the majority of the Council that he do so, the severance clause of this Agreement shall become effective.

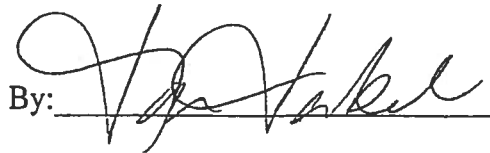
c) The City shall have no obligation to pay severance or to allow JAKEL to become eligible for the Medical-After-Retirement Plan prior to ten (10) years of full-time regular service with the City, if JAKEL is terminated, resigns or retires following his arrest for a felony or a crime of moral turpitude or for a documented incident of dishonesty affecting affairs of the CITY."

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

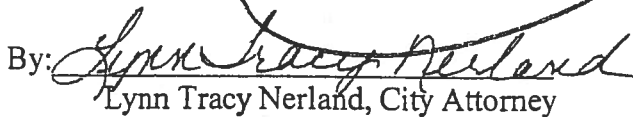
CITY OF ANTIOCH:

By: 
Donald P. Freitas, Mayor

JAMES JAKEL

By: 

APPROVED AS TO FORM:

By: 
Lynn Tracy Nerland, City Attorney

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

City of Antioch/James Jakel

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 12th day of March, 2008, by and between the City of Antioch, municipal corporation ("CITY") and James Jakel ("JAKEL").

RECITALS

WHEREAS, on October 14, 2003, the CITY and JAKEL entered into an Employment Agreement by which the CITY employed JAKEL as city manager for the City of Antioch with a starting date of December 1, 2003. ("Agreement"); and

WHEREAS, on January 23, 2007, the City Council approved a First Amendment to the Agreement; and

WHEREAS, the parties have agreed to modify the terms of the Agreement;

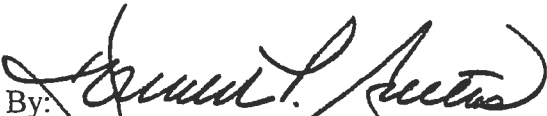
NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **Salary.** Section 2a of the Agreement, "Salary and Benefits" is amended in its entirety to read as follows:

"a) CITY hired JAKEL at an initial annual salary of One Hundred Sixty-five Thousand Dollars (\$165,000). Pursuant to the provisions regarding salary adjustments as set forth in Section 3 below, the City Council has approved increases in JAKEL's annual salary. As of February 1, 2008, JAKEL's annual salary shall be increased to Two Hundred Ten Thousand One Hundred Twenty Dollars (\$210,120).

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

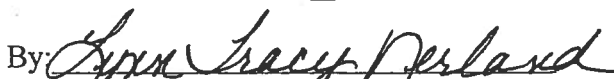
CITY OF ANTIOCH:

By: 
Donald P. Freitas, Mayor

JAMES JAKEL

By: 

APPROVED AS TO FORM:

By: 
Lynn Tracy Nerland, City Attorney

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

City of Antioch/James Jakel

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 28th day of January, 2009, by and between the City of Antioch, municipal corporation ("CITY") and James Jakel ("JAKEL").

RECITALS

WHEREAS, on October 14, 2003, the CITY and JAKEL entered into an Employment Agreement by which the CITY employed JAKEL as city manager for the City of Antioch with a starting date of December 1, 2003 ("Agreement"); and

WHEREAS, on January 23, 2007, the City Council approved a First Amendment to the Agreement; and

WHEREAS, on March 11, 2008, the City Council approved a Second Amendment to the Agreement dated March 12, 2008;

WHEREAS, given the financial challenges facing the City of Antioch, the parties have agreed to modify the terms of the amended Agreement as to Section 2, "Salary and Benefits;"

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

1. **Salary.** Section 2c is added to Section 2 of the Agreement, "Salary and Benefits" to read as follows:

"c) Due to the financial challenges facing the City of Antioch, the CITY and JAKEL have agreed that JAKEL will forego the 2009 cost of living adjustment (COLA) to JAKEL's salary tied to COLA granted to the executive level management employees. This foregoing of the COLA salary increase shall not trigger the provisions of Section 4 of this Agreement. Further, if the City implements a furlough policy for the City, it shall apply to the City Manager.

2. All other terms and conditions of the Agreement, as amended by the First Amendment and Second Amendment, shall remain in full force and effect.

CITY OF ANTIOCH:

JAMES JAKEL

By: James D. Davis
James D. Davis, Mayor

By: James Jakel

APPROVED AS TO FORM:

By: Lynn Tracy Nerland
Lynn Tracy Nerland, City Attorney

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

City of Antioch/James Jakel

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 11th day of August, 2009, by and between the City of Antioch, municipal corporation ("CITY") and James Jakel ("JAKEL").

RECITALS

WHEREAS, on October 14, 2003, the CITY and JAKEL entered into an Employment Agreement by which the CITY employed JAKEL as city manager for the City of Antioch with a starting date of December 1, 2003 ("Agreement"); and

WHEREAS, the City Council approved a First Amendment to the Agreement on January 23, 2007, a Second Amendment to the Agreement on March 11, 2008 and a Third Amendment on January 28, 2009; and

WHEREAS, given the financial challenges facing the City of Antioch, the parties have agreed to modify the terms of the amended Agreement as to Section 2, "Salary and Benefits;"

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

1. **Salary.** Section 2c is added to Section 2 of the Agreement, "Salary and Benefits" to read as follows:

"c)Due to the continued financial challenges facing the City of Antioch, the CITY and JAKEL have agreed that JAKEL's annual salary will be decreased 10% commencing July 5, 2009 and for the duration of fiscal year 2009-10 at which time the salary will return, effective July 1, 2010 to the rate effective at the beginning of Fiscal Year 2008-09 and that the deferred compensation contribution shall be deferred until June 30, 2010. These foregoing concessions shall not trigger the provisions of Section 4 of this Agreement."

2. All other terms and conditions of the Agreement, as amended by the First Amendment and Second Amendment, shall remain in full force and effect.

CITY OF ANTIOCH:

JAMES JAKEL

By: James D. Davis
James D. Davis, Mayor

By: James Jakel

APPROVED AS TO FORM:

By: Lynn Tracy Nerland
Lynn Tracy Nerland, City Attorney

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

City of Antioch/James Jakel

THIS FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 14th day of April, 2010, by and between the City of Antioch, municipal corporation ("CITY") and James Jakel ("JAKEL").

RECITALS

WHEREAS, on October 14, 2003, the CITY and JAKEL entered into an Employment Agreement by which the CITY employed JAKEL as city manager for the City of Antioch with a starting date of December 1, 2003 ("Agreement"); and

WHEREAS, the City Council approved a First Amendment to the Agreement on January 23, 2007, a Second Amendment to the Agreement on March 11, 2008, a Third Amendment on January 28, 2009 and a Fourth Amendment on August 11, 2009; and

WHEREAS, given the financial challenges facing the City of Antioch, the parties have agreed to modify the terms of the amended Agreement as to Section 2, "Salary and Benefits;"

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

1. **Salary.** Section 2c is added to Section 2 of the Agreement, "Salary and Benefits" to read as follows:

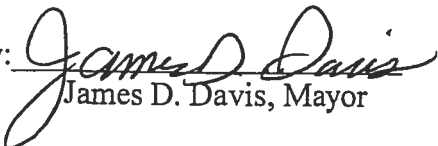
"c) Due to the continued financial challenges facing the City of Antioch, the CITY and JAKEL have agreed that JAKEL's annual salary will be decreased 10% commencing July 5, 2009 and for the duration of fiscal years 2009-10 and 2010-11 at which time the salary will return, effective July 1, 2011 to the rate effective at the beginning of Fiscal Year 2008-09 and that the deferred compensation contribution shall be deferred until June 30, 2011. These foregoing concessions shall not trigger the provisions of Section 4 of this Agreement."

2. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

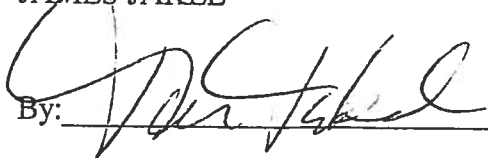
CITY OF ANTIOCH:

JAMES JAKEL

By:


James D. Davis, Mayor

By:



APPROVED AS TO FORM:

By:


Lynn Tracy Nerland, City Attorney

SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

City of Antioch/James Jakel

THIS SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 23rd day of February, 2011, by and between the City of Antioch, municipal corporation ("CITY") and James Jakel ("JAKEL").

RECITALS

WHEREAS, on October 14, 2003, the CITY and JAKEL entered into an Employment Agreement by which the CITY employed JAKEL as city manager for the City of Antioch with a starting date of December 1, 2003 ("Agreement"); and

WHEREAS, the City Council approved a First Amendment to the Agreement on January 23, 2007, a Second Amendment to the Agreement on March 11, 2008, a Third Amendment on January 28, 2009, a Fourth Amendment on August 11, 2009 and a Fifth Amendment on April 13, 2011; and

WHEREAS, starting in 2009, given the financial challenges facing the City of Antioch, the parties have agreed to modify the terms of the amended Agreement as to Section 2, "Salary and Benefits;"

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

1. **Salary.** Section 2 of the Agreement, "Salary and Benefits" is amended in its entirety to read as follows:

"a) CITY hired JAKEL at an initial annual salary of One Hundred Sixty-five Thousand Dollars (\$165,000). Pursuant to the provisions regarding salary adjustments as set forth in Section 3 below, the City Council has approved increases in JAKEL's annual salary. As of February 1, 2008, JAKEL's annual salary shall be increased to Two Hundred Ten Thousand One Hundred Twenty Dollars (\$210,120).

b) JAKEL shall be entitled to all benefits described in the City of Antioch Management Benefit Document dated October 1, 2005 – September 30, 2009, as the document may be amended or superseded in the future, and a copy of which is attached and incorporated into this Agreement as Exhibit A. However, JAKEL shall remain entitled to all benefits afforded employees hired under the Management Benefit Document dated October 1, 2001-September 30, 2005, including but not limited to the medical-after-retirement benefit. In the event of any conflict between the Management Benefit Document and this Employment Agreement, the provisions of this Agreement shall prevail.

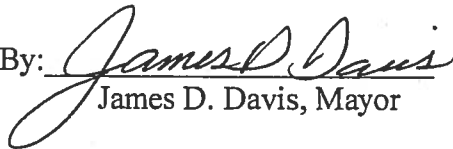
c) As to section 3.B of the Management Benefit Document, JAKEL shall meet the years of service requirement for eligibility in the Medical-After-Retirement Plan, which is attached and incorporated as Exhibit B, after completion of seven (7) years of full-time regular service starting on December 1, 2003.”

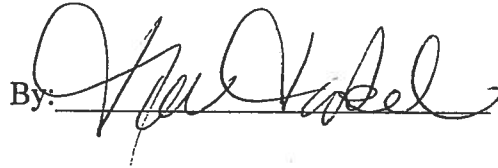
c) Due to the continued financial challenges facing the City of Antioch, the CITY and JAKEL have agreed that JAKEL’s annual salary will be decreased 10% commencing July 5, 2009 and for the duration of fiscal year 2009-10, fiscal year 2010-2011 and fiscal year 2011-2012. Further, the deferred compensation contribution as set forth in the Management Benefit Document is waived for the duration of fiscal year 2009-10, fiscal year 2010-2011 and fiscal year 2011-2012. Further, effective January 1, 2011, the employee will reimburse the City 3.0% of the cost of retirement thus paying a total of 4.0% of the retirement cost. These foregoing concessions shall not trigger the provisions of Section 4 of this Agreement.”

2. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

CITY OF ANTIOCH:

JAMES JAKEL

By: 
James D. Davis, Mayor

By: 

APPROVED AS TO FORM:

By: 
Lynn Tracy Nerland, City Attorney

CITY OF ANTIOCH

MANAGEMENT

BENEFIT DOCUMENT

OCTOBER 1, 2010 - SEPTEMBER 30, 2013

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MANAGEMENT EMPLOYEES' BENEFIT DOCUMENT

October 1, 2010 - September 30, 2013

1. COMPENSATION

All cost-of-living and equity adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment.

A. SALARIES

Effective January 1, 2013, all classification shall receive a three percent (3.0%) Salary increase.

B. Acting Pay

1. Management employees who are required to work in a higher classification are entitled to, after having previously worked in the higher class for a cumulative total of forty (40) hours, or those working on a 9/80 schedule either thirty-six (36) or forty-four (44) hours a minimum of five percent (5%) additional compensation, but not to exceed the maximum of the range established for the higher classification. To be entitled to acting pay, employee must assume substantially all of the day-to-day duties of the higher position for a period of at least forty (40) continuous hours. (Resolution 80/234 and practice).
2. Deputy or Assistant Department Heads are eligible for acting pay only for department head absences in excess of thirty (30) calendar days. Acting as department head for shorter periods of time is considered to be a regular duty for which the employee is compensated in regular base salary.

C. Special Assignment Pay

The City Manager may authorize either two and one-half percent (2-1/2%) or five percent (5%) to any employee designated to be on special assignment.

2. HEALTH & WELFARE BENEFITS

A. Medical Insurance

The City contracts with the Public Employees' Retirement System (PERS) and the Local 3 Health and Welfare Trust for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in

accordance with regulations promulgated by PERS and the City's Medical-After-Retirement Policy.

1. Effective January 1, 2012 the City shall pay One-Hundred Twelve Dollars (\$112.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One-Hundred Dollars (\$112.00) per month, the City shall pay such amount for the term of this MOU and the City shall reduce its contribution to the Flexible Benefits Plan pursuant to *Section 12.9.C.1,2,3* below by an amount equal to the PERS increase.
2. Except as provided herein, employees shall purchase medical insurance through the PERS Medical Program or the Local 3 Health and Welfare Trust. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of their PERS Medical Program or the Local 3 Health and Welfare Trust. Employees who opt out of the PERS Medical Program or the Local 3 Health and Welfare Trust shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program or the Local 3 Health and Welfare Trust.

B. Dental Insurance

1. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
2. Except as provided herein, employees shall be required to enroll in the Dental Plan. Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a group life insurance policy for each employee in an amount equal to two times the employee's base salary, to a maximum of \$250,000, effective on the first day of the month following the date of hire. Employees shall be required to enroll in this life insurance policy.
2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability (LTD) Insurance.

1. The City shall make a LTD Insurance Plan available for all employees. Under this Plan, an employee shall receive two-thirds (2/3) of salary after a thirty (90) day waiting period.
2. Enrollment in the LTD Insurance Plan is mandatory.
3. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other leave that will exceed his/her gross monthly salary.

E. Vision Care Insurance.

1. The City shall make available to employees and the dependents of employees Options I, II, and III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc.
2. Enrollment in the Vision Care program is optional.

F. Employee Assistance Program.

1. The City shall make available to employees the City's current Employee Assistance Program (EAP), which is administered by MHN.
2. Enrollment in the EAP is mandatory.

G. Wellness Program.

1. The City shall make available a Wellness Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym with facilities within the city limits of Antioch.
2. Employees who provide written proof of membership pursuant to paragraph 1, above, may designate up to \$27.00 per month of their Flexible Benefits Account, not to exceed 100% of the cost of such membership, on an after-tax basis.

H. Flexible Benefits (Cafeteria) Plan.

1. Effective January 1, 2012, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:
 - a. For each Executive Management employee who is eligible for employee only medical coverage, the City shall contribute \$766.39 per month.

For each Senior and Mid-Management/Professional employee who is eligible for employee medical coverage, the City shall contribute \$728.17 per month.

- b. For each Executive Management employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,158.61 per month.

For each Senior and Mid-Management/Professional employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,120.28 per month.

- c. For each Executive Management employee who is eligible for family medical coverage, the City shall contribute \$1,417.50 per month.

For each Senior and Mid-Management/Professional employee who is eligible for family medical coverage, the City shall contribute \$1,385.61 per month.

- d. Effective each January 1 for the duration of this agreement, the amounts specified in Section H. 1a. 1b. and c. of this Document will be increased by the amounts determined pursuant to the following procedures:

- i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.

- ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.

- iii. The City then shall divide the sum of the increases by the total current contribution for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.

- iv. The City would then increase the amounts provided in Section H. 1a. 1b. and 1c of this Document by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

Refer to Appendix "A" for example of calculation.

The City agrees that an employee's actual out-of-pocket costs due to premium increases in the Cafeteria Plan shall not exceed a cumulative total of \$1,000 in any year of this Agreement and shall not exceed a cumulative total of \$5,000 for the term of this Agreement.

The cumulative limits apply only to the impact of premium increases related to the most populated health and dental plans (those used to calculate the Cafeteria Plan contribution) and the increase in all other minimum and/or required premiums included in the Cafeteria Plan. The \$1,000 and \$3,000 cumulative limits do not apply to additional expenses, which are the result of enhanced benefit selection.

2. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
 - a. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefit Plan.
 - b. If the costs of an employee's selections exceed the City's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Flexible Benefit Plan to cover the cost of such selections.
 - c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City.

- d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.
- e. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

I. Non-Industrial Disability

1. In the event of a non-industrial illness or injury, the employee is required to use all but forty (40) hours of accumulated sick leave before long-term disability benefits begin. If sick leave is exhausted before the end of the 90-calendar-day waiting period, vacation, compensatory time and floating holidays may be used. The employee also may use vacation, compensatory time and floating holidays beyond the 90-calendar-day waiting period to extend the time in which full salary can be received.
2. Medical, dental and life insurance shall be paid by the City during the first six (6) months of an unpaid leave of absence.

J. Industrial Disability

1. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) calendar days, the employee is eligible for long-term disability insurance benefits in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability

insurance plan unless the employee is using sick leave, vacation or compensatory time.

2. Medical, dental and life insurance premiums shall be paid by the City for up to one year during an industrial injury leave.

On or about August 15, 2006 the parties will convene a committee to examine the health and welfare program, including benefits, costs and payment structure.

3. RETIREMENT BENEFITS

A. Public Employees' Retirement System (PERS)

For employees hired prior to the City Council ratifying this Memorandum of Understanding the City shall continue to provide coverage in the Public Employees' Retirement System (PERS) for all probationary and regular employees based on the 2.7% @ 55 Benefit Formula and Single Highest Year Retirement.

For employees hired after the date upon which all impacted employee organizations agree and the appropriate PERS amendment has been executed, the City will provide coverage in PERS for all probationary and regular employees based on the 2% at 55 Benefit Formula.

Employees will pay 1% of the employee's PERS contribution effective April 1, 2006. The City will pay the remainder of the employee portion.

For Employees Covered by the 2.7% @ 55 Retirement Formula

- Effective January 1, 2011 the employee will reimburse the City 3.0% of the cost of retirement. The employee will be paying a total of 4.0% of the retirement cost.
- Effective January 1, 2012 the employee will reimburse the City 2.0% of the cost of retirement. The employee will be paying a total of 6.0% of the retirement cost.
- Effective January 1, 2013 the employee will reimburse the City 2.0% of the cost of retirement. The employee will be paying a total of 8.0% of the retirement cost.

For Employees Covered by the 2.0% @ 55 Retirement Formula

- Effective January 1, 2011, the employee will reimburse the City 3.0% of the cost of retirement. The employee will be paying a total of 3.0% of the retirement cost.
- Effective January 1, 2012, the employee will reimburse the City 2.0% of the cost of retirement. The employee will be paying a total of 5.0% of the retirement cost.

- Effective January 1, 2013, the employee will reimburse the City 2.0% of the cost of retirement. The employee will be paying a total of 7.0% of the retirement cost.

B. Medical-After-Retirement

For employees hired prior to the date upon which all impacted employee organizations agree the City shall provide a Medical-After-Retirement benefit in accordance with the on file in the Personnel Department. The City shall contribute to this Plan a set percentage of salary per month as determined and, as may be changed from time to time, by an actuarial review. The City agrees to include the temporary rate contribution, upon the City Council's ratification of this MOU, into the current rate structure of the Medical-After-Retirement Plan.

For employees hired after September 1, 2007, the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event the employee makes a contribution of up to Two point Five percent (2.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account, the City will match such contribution up to One percent (1.0%). The City's total contribution toward any employee will not exceed Two point Five percent (2.5%).

C. Deferred Compensation

1. For the term of this agreement or until the appropriate trigger is exercised, the City shall not contribute an amount equal to five percent (5%) of base salary to a deferred compensation account for each Executive Management employee. Executive Management employees are those so designated on the Management salary schedule. Upon conclusion of this agreement on September 30, 2013, or the appropriate trigger is exercised, the City shall reinstate its five percent (5%) contribution to a deferred compensation account for each Executive Management employee.
2. For the term of this agreement or until the appropriate trigger is exercised, the City shall not contribute an amount equal to two percent (2%) of base salary to a deferred compensation account for each Senior Management and Mid-Management/Professional employee. In no case, will the contribution be less than Fifty Dollars and No/100ths (\$50.00) per month. Upon conclusion of this agreement on September 30, 2013, or the appropriate trigger is exercised, the City shall reinstate its two percent (2%) contribution to a deferred compensation account for each Senior Management and Mid-Management/Professional employee.

4. LEAVES

A. Holidays

The City shall observe the following holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther Kings Jr.'s birthday	3rd Monday, January
Lincoln's birthday	February 12th
Washington's birthday	3rd Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	1st Monday, September
Veteran's Day	November 11th
Thanksgiving	4th Thursday, November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

If a holiday falls on a Saturday, the preceding work day shall be observed; if the holiday falls on a Sunday, the following work day shall be observed.

B. Floating Holidays

The City shall provide two (2) floating holidays per year except that employees with less than six (6) months' service in a calendar year but at least two (2) months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day (8-hour) increments. (Resolution 81/266).

C. Vacation

Executive Management employees shall be credited with fifteen (15) days of vacation leave on their date of hire for the first year and shall accumulate vacation thereafter as follows:

1. 4.615 hours per bi-monthly pay period from the start of the second year through the third year of service (15 days per year).

6.154 hours per pay period from the start of the fourth year through the ninth year of service (20 days per year).

7.077 hours per pay period from the start of the tenth year through the fourteenth year of service (23 days per year).

7.692 hours per pay period from the start of the fifteenth year through the nineteenth year of service (25 days per year).

9.230 hours per pay period from the start of the twentieth year of service (30 days per year.).

2. Senior Management and Mid-Management/Professional Employees; shall earn vacation leave as follows:

3.385 hours per bi-monthly pay period from the date of initial hire through the fourth year of service (11 days per year).

4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).

5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).

6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).

7.692 hours per pay period from the start of the twentieth year of service (25 days per year).

3. New employees shall complete six (6) months of service with the City before being eligible to take vacation time.
4. Employees may earn vacation credit up to a maximum accumulation for 24-months' (2-years') service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of credit involves two different rates of accumulation, such as would occur on the 5th, 10th, and 20th years of service, the higher rate of accumulation will be used for the 24-month figure. (Memo dated 5/10/76 to all Department Heads).
5. With the City Manager's approval, Executive Management employees will be allowed to cash out up to 2 weeks of their annual vacation accrual during each calendar year. Election must be made no later than December 1 of each year.

With the City Manager's approval, Senior and Mid-Management/Professional employees will be allowed to cash out up to one (1) week of their annual vacation accrual during each calendar year. Election must be made no later than December 1 of each year.

D. Sick Leave

1. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate to 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.

2. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
3. If sick leave is used for purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.
4. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
5. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
6. Sick leave may be used only in the following situations:
 - a. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
 - b. When the employee must provide emergency care for his/her spouse, child or dependent, living within the employee's household, a maximum of six (6) days per calendar year may be used. An employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days.
 - c. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of forty (40) days.

Conversion

At the end of each calendar year if the employee has used less than five (5) days of sick leave, he/she may convert up to twelve (12) days of current unused sick leave to vacation or cash on a 3-1 ratio providing such conversion does not reduce sick-leave balance to less than two-hundred fifty (250) hours. Sick leave not converted shall continue to accumulate to the member's account.

E. Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Personnel Department.

F. Leave Without Pay

1. City Manager may grant a regular employee a leave of absence without pay. No leave shall be granted except upon written request of the employee. Approval shall be in writing. Leave may not exceed one year. Failure on the part of the employee to return promptly at its expiration without just cause shall be cause for termination.
2. Vacation and sick leave shall not accrue during a leave of absence without pay and the employee's anniversary date shall be deferred by the length of such leave.
3. When a leave of absence is due to illness or injury, the City shall pay medical, dental, life, and long-term disability insurance premiums for up to six (6) months.

G. Military Leave

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

H. Jury Duty

1. Any employee legally required to serve as a juror or witness in any judicial proceedings on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. However, this provision shall not apply if the employee is a witness or litigant against the City. A judicial proceeding is defined as, but is not limited to, coroners' inquests and hearings held pursuant to actions pending in either Justice, Municipal, Superior or Federal Courts or other official proceedings to which an employee is subpoenaed in relation to his City employment.
2. Any per diem compensation received by an employee for such service performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such service and must report immediately the termination of such service. A copy of jury summons or subpoena will be filed with the City by the employee.

3. No employee shall be entitled to full pay for such service when rendered pursuant to an action or proceeding in which such employee or member of the immediate family thereof is a party to such action or proceeding, excepting there from actions initiated by the City and having some connection with such employee's employment by said City.

I. Funeral Leave

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents and grandchildren) shall be allowed.
2. The amount of time off shall depend on the individual circumstances, but in no case shall it exceed three (3) days. The department head involved must be notified immediately.

J. Administrative Leave

1. Each January, exempt management employees will receive an amount of administrative leave based on their positions as outlines below:

Tier 1: 96 hours

City Attorney
City Manager
Assistant City Manager
Community Development Director
Economic Development Director
Finance Director
Human Resources Director
Information Systems Director
Police Chief
Public Works Director

Tier 2: 80 hours

Assistant City Engineer
Assistant Finance Director
Assistant to the City Manager
Capital Improvements Director
Chief Building Official
Deputy Director of Community Development
Neighborhood Improvement Coordinator
Recreation Services Manager
Recreation Supervisor
Senior Planner

Tier 3: 40 hours

Account II
Administrative Analyst I
Animal Services Manager
Collection Systems Superintendent
Collection Systems Supervisor
Finance Operations Supervisor/Purchasing Agent
Harbormaster
Information Systems Project Manager
Park Maintenance Superintendent
Project Manager
Street Maintenance Superintendent
Water Distribution Superintendent
Water Distribution Supervisor
Water Quality Analyst
Water Treatment Plant Superintendent
Water Treatment Plant Supervisor

2. There will be no “cash out” for prior accumulations. Recording of administrative leave under this policy are also not subject to being cashed out or “rolled over” and administrative leave is recorded exclusively on a “use it or lose it” basis for each calendar year, except as the past accumulations are recognized solely by this First Amendment.
3. The Department Head may recommend, and the City Manager may approve, additional hours on a case-by-case basis for exempt management employees who work an extraordinary work assignment or occurrence.. In January of each year, the City Manager will prepare a report to the City Council identifying by department any positions that received additional hours for the prior year and the related reasons.
4. New exempt management employees shall receive Administrative Leave identified in Paragraph (1) on a proportional or pro rata basis for the calendar year.

K. Holiday Closure Program

Each year of the MOU, the City will determine the organizational necessity for closure of City facilities during the December Holiday Season (the week between December 24 and January 1.) Upon determining the extent of the closure the City will notify, prior to July 15 of the year effected, the Union and offer to meet as to how best effectuate the Holiday closure. In the event the City does not notify the Union prior to July 15 of that year, the City will waive the Holiday Closure Program for that year.

Among the items the parties may discuss is the use and scheduling of vacation, floating holidays and/or compensatory time on the part of

employees during the designated time for the Holiday Closure. The City recognizes that on a case-by-case basis, individual employees may have a unique personal situation and the bargaining unit may request that the City review the possibility of non-accrued vacation to be advanced to cover the closure time.

5. DEPARTMENT HEAD PROVISIONS

It is the intention of this section to encourage continuity in the leadership of City departments, to ensure fairness to employees, and to foster advance planning for employee recruitment. "Department Head" for the purposes of this section refers to the Police Chief, department heads/directors of departments referenced in Chapter 3 of Title 2 of the Antioch Municipal Code, and the Human Resource Director referenced in Chapter 4 of Title 2 of the Antioch Municipal Code, but not including the City Manager or City Attorney. Department heads serve at the pleasure of the City Manager and nothing shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of a department head at any time, subject only to the provisions set out herein.

A. Notice Prior to Termination

1. In the event that a department head is terminated at any time, the City Manager shall give the department head six (6) months' advance notice of such termination. In the event of any department head terminated for cause, there shall be no advance notice requirement. For the purposes of this document, "cause" means an action involving moral turpitude, conviction of a crime other than a minor traffic violation, any act of dishonesty, gross carelessness or misconduct, or an unjustifiable neglect of duties.
2. Recognizing the unique aspects of the position of Police Chief, if the Police Chief is terminated, the above advance notice provisions shall apply, along with a requirement that the City pay severance in the form of monthly payment of regular salary and benefits for an additional period of six (6) months beyond the actual date of termination or until he obtains other comparable employment, whichever first occurs.
3. In the event that a department head resigns or retires following a request or suggestion to do so by the City Manager, then the notice (and in the case of the Police Chief, the severance pay) provisions listed above shall apply.
4. If the City Manager or City Council reduces the salary and/or benefits of a department head by more than an applicable across-the-board reduction for all other management employees, or reduces the department head in rank, then the department head may be deemed to have been terminated at his or her option.

B. Notice of Separation

Any department head who wishes to voluntarily resign or retire shall provide the City with at least thirty (30) days' advance written notice of his or her intention to do so. The City Manager may waive this requirement in the event of medical urgency or similar hardship.

6. MISCELLANEOUS

A. Auto Allowance

Elected Officials and, with the City Manager's approval, all Executive Management employees, except those positions who are assigned a City vehicle, shall receive a monthly auto allowance as follows:

• City Manager	\$450.00
• Executive Management	\$350.00

With the City Manager's approval, the following positions shall receive a monthly auto allowance noted below:

• Deputy Director of Community Development	250.00
• Assistant to the City Manager	250.00

Employees who use their own vehicles and who do not receive a car allowance shall receive reimbursement at the rate established by Administrative Memo.

B. Standby

1. The Public Works Department Superintendents and Supervisors, and other employees as designated in writing by the City Manager and assigned to standby shall be compensated as follows:
2. For each full week, seven (7) calendar days, an employee who is on standby shall receive eleven (11) hours of standby compensation. Employee on standby shall receive three (3) additional hours of standby compensation for a holiday worked during that 7-day period. If two (2) holidays fall during a 7-day period, the employee shall receive six (6) additional hours of standby compensation. Compensation shall be in pay or compensatory time off subject to an 80-hour compensatory-time maximum accumulation.

C. Safety Shoes

The following employees shall receive One-Hundred Sixty Dollars and No/100ths (\$160.00) per fiscal year toward safety shoes:

Community Development Director/City Engineer
Director of Public Works

Assistant City Engineer
Capital Improvements Director
Deputy Director of Public Works - Operations
Collection Systems Superintendent
Water Distribution Superintendent
Park Maintenance Superintendent
Streets Superintendent
Water Treatment Plant Superintendent
Collection Systems Supervisor
Water Distribution Supervisor
Park Maintenance Supervisor
Streets Supervisor
Water Treatment Plant Supervisor
Water Quality Analyst
Chief Building Official
Harbormaster
Neighborhood Improvement Coordinator

D. Safety Jackets and Hats

Management employees, who are subject to being called out for emergencies on streets, medians or other sites where high visibility is necessary for safety, shall be provided with a safety orange jacket and orange hat. Jackets and hats shall be replaced as deemed necessary by the department head.

E. Educational Incentive

1. The City will reimburse employees for books, and tuition, up to a maximum of \$1,000 per year for approved college classes in accordance with the process set out in Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).

CITY OF ANTIOCH

JIM JAKEL
City Manager

Date

MANAGEMENT UNIT

MICHAEL BECHTHOLDT
Deputy Director of Public Works - Ops

Date

**APPENDIX A
SAMPLE FLEXIBLE BENEFIT PLAN INCREASE**

- 1. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City-offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.**

The City would determine which medical plan currently has the most city employees enrolled at each level of coverage which is employee only, two party and family. The same determination would be made for dental plans. If a plan has a composite rate, the composite rate would be used at each level of coverage.

For the purposes of this example, Medical Plan A and Dental Plan A have been determined to be the plans with the most City employees enrolled at the employee only, the two party and family levels of coverage.

- 2. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.**

Employee Only Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 205.00	\$ 190.00	\$ 15.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 285.00	\$ 260.00	\$ 25.00

Two-Party Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 310.00	\$ 285.00	\$ 25.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 390.00	\$ 355.00	\$ 35.00

Family Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 545.00	\$ 500.00	\$ 45.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 625.00	\$ 570.00	\$ 55.00

3. The City then shall divide the sum of the increases by the total current contribution for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.

Employee Only Coverage: The sum of the increases for the two plans (\$25.00) divided by the total current contribution for the two plans (\$260.00) equals the percentage amount of the combined medical and dental increases (9.6%).

Two Party Coverage: The sum of the increases for the two plans (\$35.00) divided by the total current contribution for the two plans (\$355.00) equals the percentage amount of the combined medical and dental increases (9.9%).

Family Coverage: The sum of the increases for the two plans (\$55.00) divided by the total current contribution for the two plans (\$570.00) equals the percentage amount of the combined medical and dental increases (9.6%).

4. The City would then increase the amounts provided in Section J. 2. a. b. and c. of this Article by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

Employee Only Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for employee only coverage would be increased by 4.8%

Two Party Coverage: One half of 9.9% equals 4.95%. The total Flexible Benefits Plan contribution rate for two-party coverage would be increased by 4.95%.

Family Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for family coverage would be increased by 4.8%.

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section J. 2. a. b. and c. of this Article by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

For example, if the annual increase at any level of coverage was determined to be \$2,500, the City would increase its annual contribution to that level of coverage by \$1,500 (50% of \$2,000 plus 100% of the amount above \$2,000).

Letter of Understanding
Regarding
Economic Triggers
Between
The City of Antioch
And
The City of Antioch's Management Unit

September 28, 2010

Representatives for the City of Antioch and representatives for the City of Antioch's Management Unit have met in good faith and agreed to the following:

- The City will reinstate the reduction of Management salaries of ten (10) percent and increase the work week to forty (40) hours when the following revenue and reserves for the City are met.
 - Revenues increase to a minimum of \$38 Millions Dollars Annually
 - The increase in revenues is net of any funding received from potential Revenue Measure(s).
 - The increase in revenues is net any one time revenues sources either internal or external.
 - The City can maintain its reserve at 10%
- The City will reinstate the April 1, 2009 Across the Board Wage increase of 3.0% that the Management Unit deferred when the following revenue and reserves balances for the City are met.
 - Revenues increase to a minimum of \$42.3 Million Dollars Annually
 - The increase in revenues is net of any funding received from potential Revenue Measure(s).
 - The increase in revenues is net any one time revenues sources either internal or external.
 - The City can maintain its reserve at 12%
- The above revenue triggers will be considered to be met if and only if the projected reserve trigger is also met.
- This Letter of Understanding sunsets on September 30, 2013.

If the foregoing is in accordance with your understanding, please indicate so by signing below:

For the City of Antioch

For the Management Unit

JIM JAKEL
City Manager

MICHAEL BECHTHOLDT
Deputy Director of Public Works - Ops

Date: _____

Date: _____

CITY OF ANTIOCH

MEDICAL-AFTER-RETIREMENT PLAN
MANAGEMENT AND CONFIDENTIAL UNITS

The Medical-After-Retirement Plan is established to provide medical insurance for retired employees as outlined below.

I. ELIGIBILITY

- A. This Medical-After-Retirement Plan is available to regular City employees in the Management and Confidential Units who: (1) have ten (10) years of full-time regular (post-probationary) and probationary service or an equivalent amount of part-time probationary or regular service (i.e. half time for twenty (20) years) with the City at the time of retirement; and (2) retire from the City under a PERS retirement and begin to draw PERS retirement benefits immediately upon separation from the City.
- B. The spouse and dependents of eligible participants will be covered under this plan subject to the regulations of those plans. A spouse and dependents of a deceased retiree will continue to receive coverage. Such coverage would cease upon remarriage.

Dependents who lose dependent status shall have conversion rights or such continuation rights as exist under Federal law. At such time as the person loses dependent status, he/she should contact the City to make arrangements for conversion or continuation. This must be done within sixty (60) days of change of status.

- C. The City will pay the premium costs for health insurance for the survivors of a management employee who dies while employed by the City providing that employee has completed a minimum of five (5) years employment with the City of Antioch in a Management or Confidential position.

II. ENROLLMENT PERIOD

- A. Employees must take the same medical plan at retirement that they had on their last day of employment except that retirees or their spouses who are 65 or above are subject to provisions of III A.2. There will be no open enrollment periods for retirees. Selection of plan for retirement must be made no later than the last open enrollment preceding retirement.

- B. Enrollment must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occur prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.
- C. Should a retired employee gain a new dependent, Kaiser will allow that dependent to be enrolled if the dependent meets the qualifications and election is made within thirty (30) days of becoming a dependent. The Blue Cross Incentive Plan will allow a dependent to be added after an employee retires and before he/she turns 65 as long as enrollment is done within thirty (30) days of becoming a qualified dependent. The Medicare Supplement Plan will allow a new spouse to be added subject to meeting medical approval.

III. COVERAGE

- A.1 The plans available under the Medical-After-Retirement Plan are the Kaiser "S" Plan, the Blue Cross Incentive Plan and City-sponsored Medicare Supplement Plan(s) except that: The City reserves the right to change these plans if it changes the plans for current employees. If any of the plans are changed, the City will make provisions to cover retirees.

If the City adds additional medical plans for current employees, those plans shall become eligible for medical-after-retirement for those employees working on or after the effective date of the plan. If provisions can be made to offer such plan to already retired employees, there will be a one-time open enrollment for that plan.

- A.2 A retiree and his/her spouse who choose the Blue Cross Incentive Plan will be carried on that plan until age 65. At age 65 Blue Cross requires that the retiree covert to a Medicare Supplement Plan. The City will offer the Blue Cross Medicare Supplement Plan which is a guaranteed plan in that anyone who was covered by Blue Cross will be accepted for coverage regardless of medical condition. The City may also provide up to one alternative Medicare Supplement Plan.

A.3 Should any employee in the Blue Cross Incentive Plan not qualify for Medicare coverage through previous employment, through a spouse, or through other employment after retirement, he/she should notify the Personnel Department at least one year in advance of retirement so alternative arrangements can be made.

B. The Plan shall pay the medical premium for employee's and dependent's coverage. This amount shall be paid only toward the premium of the retired employee and dependent and will be paid only for Kaiser, the Blue Cross Incentive Plan, or City sponsored Medicare Supplement Plan, and any new plan as described in III.A.

The Plan will not pay toward the premium of any medical insurance plan which it does not offer to current employees, except the City-sponsored Medicare Supplement Plan as described in III.C.

C. Upon reaching age 65 any employee who is eligible for Medicare will coordinate their Kaiser, or new plan as described in III.A.1 with Medicare or will convert to a City-sponsored Medicare Supplement Plan if they were covered under Blue Cross Incentive Plan. Any costs for Medicare shall be paid by the retired employee. Medicare coverage provides additional benefits for the retiree and reduces premiums.

Employees who do not qualify for Medicare on their own work history may qualify through the spouse.

IV. CONTRIBUTION LEVEL

A. The City shall contribute one and two/tenths percent (1.2%) of salary as established in the salary resolutions for each probationary and regular employee in the Management and Confidential units. For probationary or regular part-time employees, the City shall contribute one and two/tenths percent (1.2%) based on the appropriate proration of salary from the salary resolution.

B. The fund shall be established and administered by the City's Finance Department. Contributions shall be made monthly to the fund. To insure highest possible interest rates, deposits may be combined with other City funds. However, separate records will be kept and interest will be credited to the account annually.


- C. Funds in this account belong to the Medical-After-Retirement Plan and are for the uses set forth in this document.
- D. The contribution rate (1.2%) shall be considered as part of salary for all compensation comparisons with other agencies.

V. PAYMENTS

- A. Premiums for Kaiser shall be deducted from the retiree's PERS check. The retiree is responsible for authorizing these deductions at the time of retirement. Deductions can be made to cover the dependents.
- B. Kaiser members shall submit a request for payment to the City. Requests for reimbursement may be made monthly but no less than once per year.
- C. The City will make automatic payments for Blue Cross Incentive Plan enrollees or Medicare Supplement Plan enrollees. It is the responsibility of the retiree to notify the City of any change in address or dependent status.

VI. This Medical-After-Retirement Plan is subject to any and all applicable State and Federal regulations. Changes to the Plan necessary to comply with these regulations shall be made by the City.

Furthermore, this Medical-After-Retirement Plan is also subject to requirements of the medical plans (Kaiser "S" Plan, Blue Cross Incentive Plan, City-Sponsored Medicare Supplement Plans, and any other plans adopted under Section III.A.



LELAN M. WALTON
City Manager

10-26-89
Date

AGREEMENT TO AMEND
MEDICAL-AFTER-RETIREMENT PLAN

THIS AGREEMENT is authorized by a majority of the members of the Management-Confidential Unit of the City of Antioch ("UNIT") and the City of Antioch ("CITY").

Recitals

A. CITY has identified a substantial unfunded liability in the medical-after-retirement plan ("Plan") established for UNIT. The parties wish to take certain actions to put the Plan into a better financial condition.

B. CITY recognizes the contractual right of members of the UNIT to receive the full benefits of the Plan, which was to provide full medical insurance benefits for UNIT members plus dependent(s) after retirement with at least ten (10) years of service with CITY.

C. UNIT members recognize that in order to bring the Plan into financial responsibility, CITY may be forced to restrict or disallow future salary increases and other benefits to UNIT members in the future. In lieu of such salary and benefit restrictions attributable to the financial condition of the Plan, CITY and UNIT have entered into this Agreement. UNIT members also recognize that CITY, in conjunction with this Agreement, is transferring a significant amount of funds to the Plan account to assist in making the Plan more actuarially sound.

D. The parties, recognizing that the UNIT members have given up valuable rights, contemplate this Agreement to be a one-time restriction of the benefits of the Plan, and that no future reductions will be made to the level of benefits provided by it. Nothing, however, shall prevent the parties from agreeing to future enhancements to the Plan.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CITY shall pay an amount for medical-after-retirement benefits not to exceed the premium for Kaiser single coverage for the employee and the Kaiser two-party coverage for employees and one dependent, subject to the caps listed in Section 3, to those employees hired into UNIT after July 1, 1993.

2. For eligible employees who file their retirement applications on or after July 1, 1993, the City will pay as medical-after-retirement benefits an amount not to exceed what is paid for active employees for the same coverage until that coverage reaches the caps listed in Section 3. The caps are twice what the CITY pays effective June 30, 1993. If the caps are re-negotiated at a later date, the new cap will cover anyone who retired after July 1, 1993.

3.	<u>Single</u>	<u>2-Party</u>	<u>Family</u>	<u>Single w/medicare</u>	<u>2-party w/medicare</u>
Kaiser	\$ 310	\$ 620	\$ 820	\$ 192	\$ 384
Foundation	390	750	820	192	384
Blue Cross	450	785	880	250	500

Note: The Kaiser rate is paid at the amount for the CITY's PERS Kaiser account rather than the active account.

4. The terms of the original Plan remain unchanged unless otherwise stated in this Agreement.

5. If the UNIT and CITY negotiate future increases in the caps, those increases will be applicable to retirees who were subject to the affected caps.

6. To implement this Agreement, the parties agree to appoint a mutually acceptable committee of UNIT members to oversee and advise on policy direction for the Plan. Furthermore, the parties agree that the Plan will be subject to full actuarial review immediately upon reaching the caps.

7. Nothing shall prevent retired eligible members of UNIT from obtaining health insurance from providers other than those listed herein. In the event that such member chooses another insurance carrier, CITY's payment shall be set at the rate of the provider chosen by the employee during the term of employment. In no event shall such benefit exceed the actual cost of such coverage.

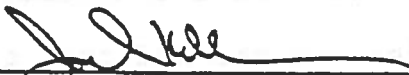
8. It is the intent of the parties that all Plan premiums, regardless of the provider chosen, continue to be paid for retirees until the premiums reach the specific cap for that particular provider at a rate equivalent to the rate for current employees, but no less than the formula in place on July 1, 1993 (the CITY contributes up to the Kaiser family rate plus 50% of any

...
...
...

premium cost over \$50 a month, Benefit Document October 1, 1992 -
December 31, 1993).

UNIT:

FOR CITY OF ANTIOCH:



JOEL HELLER, Mayor

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF FEBRUARY 26, 2013**

Prepared by: Tina Wehrmeister, Community Development Director

Date: February 21, 2013

Subject: Adoption of an Ordinance Amending Section 9-5.901 of the Antioch Municipal Code Regarding Home Occupation Use Permits

RECOMMENDATION

It is recommended the City Council adopt the attached ordinance amending Section 9-5.901 of the Antioch Municipal Code regarding Home Occupation Use Permits.

BACKGROUND INFORMATION

The ordinance was introduced by the Council on February 12, 2013. The Council made no changes to the ordinance at this meeting.

FINANCIAL IMPACT

There is no direct fiscal impact associated with the adoption of the proposed ordinance. There may be additional Business License tax collected on cottage food home businesses but it is not expected to be significant at this time.

OPTIONS

None, the recommended action is consistent with the City Council's introduction of the ordinance on February 12, 2013.

ATTACHMENTS

None.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF ANTIOCH AMENDING SECTION 9-5.901
OF THE ANTIOCH MUNICIPAL CODE REGARDING HOME OCCUPATION
USE PERMITS**

The City Council of the City of Antioch does ordain as follows:

SECTION 1. Amendment to the Municipal Code. Section 9-5.901 is amended to read as follows:

9-5.901 Home Occupation Use Permits

(A) *Requirements.* Home occupation use permits may be issued by the Zoning Administrator or his designee provided the proposed home occupation meets the requirements set forth in this section.

(1) The home occupation shall be incidental and subordinate to the use as a residence as determined by the Zoning Administrator.

(2) The appearance of the structure in no way shall be altered, nor shall the occupation be conducted in a manner which would cause the residence to differ from its original residential character, either by the use of colors, materials, construction, lighting, or signs. There shall be no outside display or storage of goods or materials.

(3) There shall be no significant interior physical alteration associated with the use of the dwelling for a home occupation.

(4) The use of a garage for the purpose of a home occupation shall not decrease the amount of off-street parking required for the residence.

(5) The occupation shall not create any noise, vibration, fumes, odors, dust, or electrical interference which is detectable to the normal senses;

(a) Off the lot if the occupation is conducted in a single-family dwelling unit;
or

(b) Outside the dwelling unit if the occupation is conducted in other than a single-family dwelling unit.

(6) There shall be no excessive use of, or unusual discharge into, any one or more of the following utilities: water, sewers, electrical, garbage, or storm drains.

(7) Employees working or meeting at the site shall be limited to persons who reside in the unit and one nonresident, inclusive of all Home Occupation Use Permits issued for the premises.

(8) Delivery vehicles shall be limited to those types of vehicles which typically make deliveries to single-family neighborhoods, such as the United States Postal Service, United Parcel Service, pickup trucks, and light vans.

(9) There shall be no manufacturing of any kind, except for arts, crafts, and hobbies.

(10) There shall be no repair of large appliances, internal combustion engines, automobiles or motorcycles at the home.

(11) Not more than one commercial vehicle shall be permitted, inclusive of all Home Occupation Use Permits issued for the premises, the maximum size thereof not exceeding one ton.

(12) Food preparation shall comply with Section 51035 of the Government Code and requirements of the Health Department.

(13) Home occupation use permits apply to a specific site and owner and shall not be transferrable to different persons or to different locations.

(14) No customers or clients shall be permitted to visit the home at any time in conjunction with the home occupation, however, in-home lessons shall be allowed for no more than six students in any 24 hour period.

(B) *Prohibited uses.* Inappropriate home occupations shall include, but not be limited to, the following and similar types of uses:

(1) Beauty parlors, barber shops and haircut salons.

(2) Retail sales.

(3) Restaurants.

(4) Funeral chapels, funeral homes, and taxidermists.

(5) Stables, kennels, and animal breeding, except dog fanciers as authorized by the code.

(6) Veterinary clinics.

(7) Mechanical and automobile repair and servicing.

(8) Any business that may cause customers or clients to visit the home, with the exception of in-home lessons for six or fewer students in any 24-hour period

(C) *Application.*

(1) Applications for home occupation use permits shall require both the applicant's and the property owner's signatures and shall be accompanied by a fee as specified by resolution. Proof of any licenses/registrations required by the home occupation shall be submitted with the application. The applicant shall furthermore agree to comply with all applicable federal, state and local regulations pertaining to the home occupation.

(2) Issuance of a home occupation use permit shall be an administrative action. The applicant must agree to comply with all of the requirements for a home occupation and sign a statement to that effect. Once the application is completed, the Zoning Administrator or his/her designee may issue the home occupation use permit. No public hearing shall be required, unless the Zoning Administrator's decision is appealed, as provided for in division (E) of this section.

(3) Notices will be sent out to adjacent homes informing them that a home occupation use permit has been issued and include information on who they can contact if there are any problems.

(4) More than one home occupation use permit may be allowed per household, provided each application can meet the requirements stipulated in division (A) of this section.

(D) *Transferability.* A home occupation use permit is not transferrable to another individual or site. An existing home occupation may be changed by reapplying for a new home occupation use permit under the requirements of this chapter.

(E) *Appeals.* In the event a home occupation use permit is denied, the applicant may appeal in writing to the Planning Commission. Such appeal shall be accompanied by the fee specified by resolution.

(F) *Revocation.* The Zoning Administrator may revoke or suspend any home occupation use permit if the provisions of this code have been violated.

SECTION 2. CEQA. This Ordinance amendment is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

SECTION 3. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 4. Effective Date. This Ordinance shall take effect thirty (30) days after adoption as provided by Government Code Section 36937.

SECTION 5. Publication; Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at adjourned regular meeting of the City Council of the City of Antioch held on the 12th day of February 2013 and passed and adopted at a regular meeting thereof, held on the 26th day of February 2013, by the following vote:

AYES:

NOES:

ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF FEBRUARY 26, 2013**

Prepared by: Tina Wehrmeister, Community Development Director *TW*

Date: February 21, 2013

Subject: Urbanized Area Boundary Adjustment Request

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution requesting an Urbanized Area Boundary Adjustment to be coterminous with City limits south of Future Urban Area 1.

BACKGROUND INFORMATION

The Federal Highway Administration (FHWA) is updating Urbanized Area Boundaries (UAB) and has requested that Caltrans and MTC have each jurisdiction review proposed UABs based on 2010 census information and request adjustments if necessary. The current UAB at the south end of town is not coterminous with City limits and instead more or less follows Sand Creek. Since the area has the potential to develop within the 10 – 20 year horizon staff recommends requesting an adjustment of the UAB to the southern City limit lines. A formal resolution is required to make this request. All other areas of the City as well as areas subject to annexation request (Wilbur) are within the UAB.

UABs are used by the FHWA to assist with roadway classification and design; reporting; funding distribution; and control of outdoor advertising. Not all of these programs may be applicable to the area in question.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the proposed resolution.

OPTIONS

None identified.

RESOLUTION NO. 2013/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
REQUESTING ADJUSTMENT OF 2010 CENSUS DESIGNATED URBAN
BOUNDARIES FOR TRANSPORTATION PURPOSES**

WHEREAS, Section 101(a) of Title 23 U.S. Code allows for the State and local officials in cooperation with each other to adjust the Census designated urban area boundaries, subject to approval by the Secretary of Transportation; and

WHEREAS, the California Department of Transportation, on behalf of the Federal Highway Administration, requested the City of Antioch to adjust, if necessary, the 2010 Census Designated Urban Boundaries; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch approves the adjusted urban area to be coterminous with the southern City limit line as shown in Exhibit A to this resolution and authorizes submittal to the California Department of Transportation.

* * * * *

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 26th day of February, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Arne Simonsen, City Clerk

2-26-13

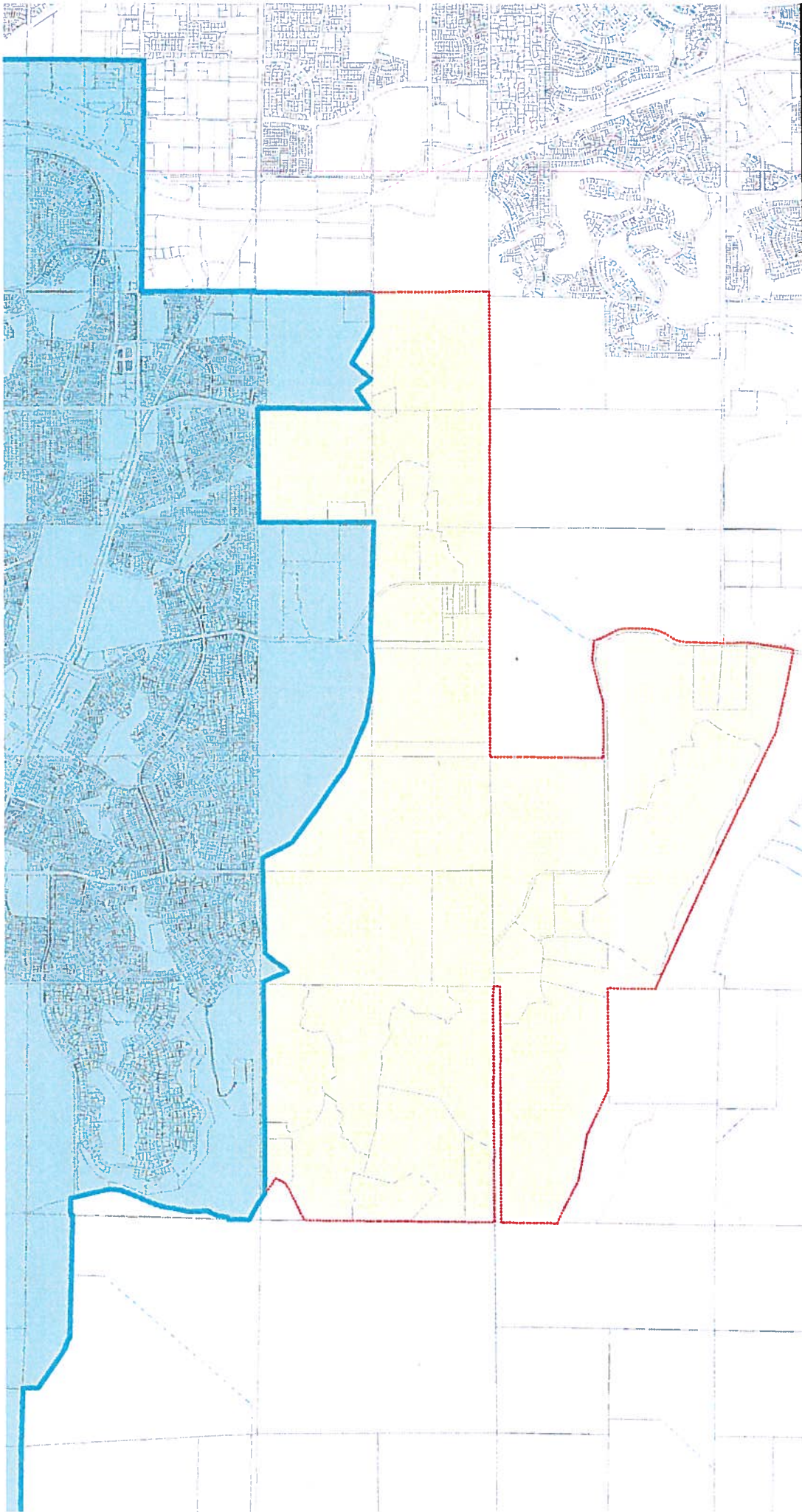


EXHIBIT A

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF FEBRUARY 26, 2013**

Prepared by: Philip L. Hoffmeister, Administrative Analyst

**Reviewed and
Approved by:** Ron Bernal, Director of Public Works

Date: February 6, 2013

Subject: Street Lighting and Landscaping Maintenance District Engineer's
Report for FY 2013/2014

RECOMMENDATION

It is recommended the City Council adopt the attached resolution instructing the City Engineer to prepare an Engineer's Report for FY 2013/2014 Lighting and Landscape District assessments.

BACKGROUND INFORMATION

The annual Street Lighting and Landscaping Maintenance District proceedings begin with direction from City Council to prepare the Engineer's Report for the coming fiscal year. The attached resolution accomplishes this, but makes no decisions about any matters; it merely instructs the Engineer to prepare a report for future consideration.

FISCAL IMPACTS

By itself, this action has no impact on the City's finances; if the Council were to decline to adopt the resolution and to abandon the landscaping assessments, impacts on the City's General Fund would be substantial.

OPTIONS

None considered.

ATTACHMENTS

None.

RESOLUTION NO. 2013/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DIRECTING
ENGINEER OF WORK TO PREPARE CONSOLIDATED REPORT FOR THE
ANNUAL LEVY OF ASSESSMENTS FOR LANDSCAPING DISTRICTS**

WHEREAS, Streets and Highways Code §22622 requires the City Council to adopt a resolution describing any proposed new improvements or substantial changes in existing improvements in the various landscaping maintenance districts, and to order the Engineer of work to prepare a report pursuant to the Act; and

WHEREAS, there are no significant improvements or substantial changes, other than projects already approved in the City's budget documents or that are scheduled to be accepted from new developments; and

WHEREAS, in November of 1996, California's voters adopted Proposition 218, which will affect certain matters involving the upcoming Engineer's report.

NOW, THEREFORE, BE IT RESOLVED that the City Council determines that, for the levy of annual assessments of all the landscaping districts, there are no proposed new improvements or substantial changes in existing improvements, other than maintenance of new facilities accepted by the City since the last Engineer's Report or installed through the normal City budget process, and other than those already described in the formation of the districts.

BE IT FURTHER RESOLVED that the Engineer shall prepare and file a consolidated report for all the landscaping districts pursuant to Article 4 (commencing with §22565) of the Streets and Highways Code.

BE IT FURTHER RESOLVED that the Engineer shall prepare and file a report complying with the requirement of Proposition 218.

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 26th day of February, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, City Clerk

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF FEBRUARY 26, 2013**

PREPARED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *RB*

DATE: February 20, 2013

SUBJECT: Consideration of Bids for the Cambridge Booster Pumping Station Upgrades, P.W. 365-T3

RECOMMENDATION

It is recommended that the City Council authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to include Water Enterprise funding for this project in the amount of \$651,956.00 and award the project to the low bidder, Koch and Koch, Inc., for this same amount.

BACKGROUND INFORMATION

On February 19, 2013, seven (7) bids were received and opened as shown on the attached tabulation. The low bid was submitted by Koch and Koch, Inc. of Penn Valley in the amount of \$651,956.00. The bids have been checked and found to be without any errors or omissions.

This project will consist of installing two additional pumps at the Cambridge Booster Pumping Station to increase the system's capacity to move water from the Cambridge Storage Reservoir up to the higher elevations of Mira Vista Hills, Black Diamond Ranch and the Mira Vista Storage Reservoir. A concrete masonry unit enclosure will be constructed to house the new pumps. New piping and electrical equipment will be installed to connect the new facilities to the existing system.

FINANCIAL IMPACT

The 2013-14 Capital Improvement Budget includes \$700,000.00 in Water Enterprise Funds for upgrading the Cambridge Booster Pumping Station. In an attempt to capitalize on current favorable construction costs, staff recommends commencing construction of this work in FY 2012-2013. Additional Water Enterprise funding in the amount of \$651,956.00 is requested to perform these facility expansions.

OPTIONS

None considered at this time.

ATTACHMENTS

A: Tabulation of Bids

SB:lm

J
2-26-13

CITY OF ANTIOCH TABULATION OF BIDS

JOB TITLE: Cambridge Booster Pumping Station Upgrades
(P.W. 365-13)

BIDS OPENED: February 19, 2013 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Koch & Koch, Inc. Penn Valley	JMB Construction, Inc. South San Francisco	GSE Construction Co., Inc. Livermore	Clyde G. Steagall, Inc. Loomis	D.W. Nicholson Corporation Hayward
TOTAL BID PRICE	\$900,000.00	\$651,956.00	\$708,800.00	\$740,300.00	\$790,468.00	\$852,000.00

Koch & Koch, Inc.	JMB Construction, Inc.	GSE Construction Co., Inc.	Clyde G. Steagall, Inc.	D.W. Nicholson Corp.
Painting Mason Painting Masonry John D. Wait Fence Bailey Fence Electrical Testing Powers Systems Testing	Painting Mason Painting Masonry Precision Masonry Fence Bailey Fence Electrical Con J. Franke Electrical Type of Work Not Listed Carate Construction	Painting Mason Painting Masonry Precision Masonry Fence Central Fence Electrical Central Sierra Electric	Masonry Precision Masonry Fence AAA Fence	Painting Mason Painting Masonry Precision Masonry Fence Bailey Fence Rebar Camblin Steel Civil Michael J. Rodola, GE Drilling Howard's Earth Boring

AI

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Cambridge Booster Pumping Station Upgrades
(P.W. 365-T3)

BIDS OPENED: February 19, 2013 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Valentine Corporation San Rafael	F & H Construction Lodi
TOTAL BID PRICE	\$900,000.00	\$917,369.00	\$1,555,000.00

<i>Valentine Corporation</i>	<i>F & H Construction</i>
<u>Painting</u> Mason Painting <u>Masonry</u> Precision Masonry Fence Bailey Fence <u>Rebar</u> Camblin Steel <u>Electrical</u> Central Sierra Electric Hot Taps Tap Master	<u>Painting</u> Mason Painting <u>Masonry</u> John D. Wait Fence Bailey Fence <u>Rebar</u> Camblin Steel <u>Electrical</u> Bockman Woody <u>Pump, Eqpt, Pipe, Valves</u> Ram Mechanical

A2

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - FEBRUARY 20, 2013
FUND/CHECK#

239 Redevelopment Obligation Retirement Fund
343416 GOLDFARB AND LIPMAN LLP

LEGAL SERVICES 467.00

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 17 - FEBRUARY 20, 2013
FUND/CHECK#



227 Housing Fund

Housing - CIP

343653 KENNEDY, JANET

CONSULTANT SERVICES 1,207.50

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF FEBRUARY 26, 2013**

FROM: Jim Jakel, City Manager 
Lynn Tracy Nerland, City Attorney 

DATE: February 20, 2013

SUBJECT: Revenue Ballot Measure

ACTION:

Provide direction to staff regarding further research and action items related to putting a revenue measure on the ballot for the voters to consider

BACKGROUND:

The City has experienced significant revenue declines due in part to the national economic recession and housing market crisis. The City has made significant expenditure cuts through lay-offs, service reductions and furloughs; however, serious budget issues remain as discussed further in the City of Antioch Budget Fact Sheets (Attachment A).

The concept of a revenue measure has been raised at prior Council meetings. If the City Council desires to place an item on the ballot for the voters' approval, then there are a number of preliminary questions for which the Council needs to provide direction.

1. Kind of revenue measure – Attachment B is a chart prepared by an outside entity that shows various kinds of taxes revenue measures and the approval requirements for each. Any parcel tax or revenue measure mandated for a certain use requires 2/3 voter approval. Examples of revenue measures are:
 - a. Sales Tax
 - b. Parcel Tax
 - c. Business License Tax
2. Amount of tax imposed and amount that the tax will generate
3. Length of tax
4. Timing of election and mode of election. – Attachment C is from the Contra Costa County Elections Office and sets forth the established election dates, including a mailed ballot only option. General tax ballot measures (majority vote required), for which revenues are not restricted, require a declaration of

fiscal emergency if not brought to the voters during a consolidated election when council member seats are contested.

5. Community support and likelihood of success

- a. Should a poll be conducted to identify support and answers to issues raised above? If so, who should conduct such a poll?
- b. Is there consensus among stakeholders? Are stakeholders willing to advocate for the measure as the City is prohibited for campaigning for a ballot measure?
- c. Does the City need to engage expertise in preparing a ballot measure?
- d. What information does the community need from the City to make an informed decision?

FINANCIAL IMPACT:

Estimated costs of an election are shown in the attached letter from the County Elections Division (Attachment D). A successful ballot measure would raise revenue for the City, but the amount and timing of receipt would depend on the measure.

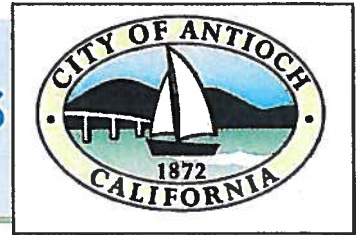
OPTIONS:

The Council could direct staff to bring back information about one, some or none of these revenue measure options.

ATTACHMENTS:

- A. City of Antioch Budget Fact Sheets
- B. Approval Requirements for State and Local Revenues
- C. Established Election Dates from the Contra Costa County Elections Division
- D. Letter from the Contra Costa County Elections Division regarding the cost of elections

CITY OF ANTIOCH BUDGET FACTS



Getting to Know the Budget

A budget is adopted annually covering all services and runs from July 1 to June 30 each fiscal year. The budget is segregated by fund type and then individual fund based upon the legally allowable use of monies received. The complete budget adopted for fiscal year 2012-13 can be viewed on the City's website at www.ci.antioch.ca.us/CityGov/Finance.

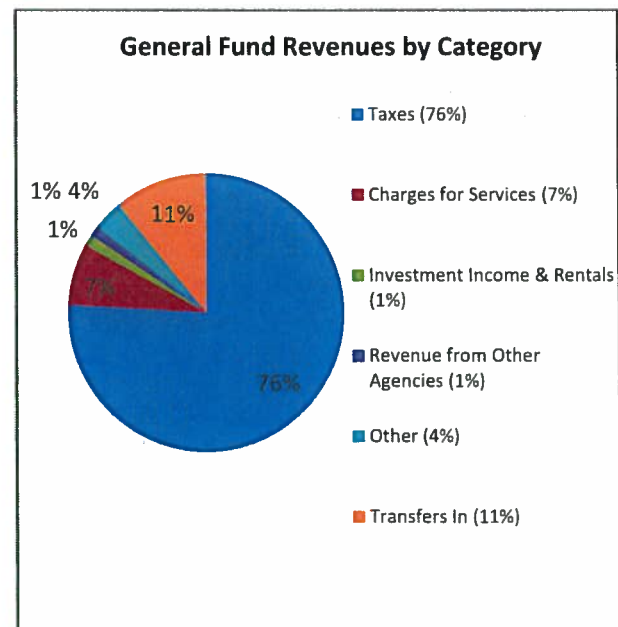
The main operating fund of the City is the General Fund which funds most of the day-to-day services the City provides. Since the recession began in late 2007, deteriorating home values and decreased consumer spending have seriously eroded the General Fund's two main sources of revenue – property and sales taxes – that pay for the vital services that affect the safety, health and welfare of our citizens. In addition, State grabs of local funds have reduced revenues, as has low interest yields on invested funds.

Thus, General Fund revenues have decreased by approximately \$13 million since fiscal year 2006-07 and the City has reduced expenditures by approximately \$7 million through a variety of measures including the following actions:

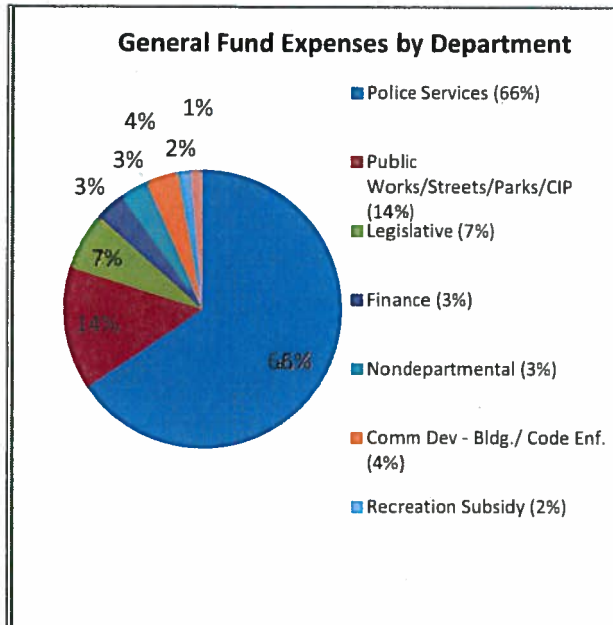
- Laid off 41 employees and not filled most vacant positions
- Sought additional grant funding (but grants do not typically cover operating costs)
- Decreased management salaries and employee work hours through furloughs and reduced overtime
- Postponed employee cost of living increases and deferred compensation and Police Department salary increases
- Eliminated non-mandatory training

- Reduced supply and equipment costs
- Deferred vehicle & equipment maintenance
- Reduced funding to the Animal Shelter and Recreation Programs
- Negotiated with labor groups for employees to contribute a higher percentage towards retirement costs
- Reduced retirement benefits for new employees

The Fiscal Year 2012-13 Budget was adopted on June 26, 2012 and amended by the City Council on September 25, 2012. Total budgeted General Fund revenues are \$34,561,200 broken down by category as follows:



The next chart reflects where tax dollars and other fees collected are allocated. Of the total budgeted expenditures of \$36,724,850, approximately 72% are for personnel and the remaining 28% for services and supplies.



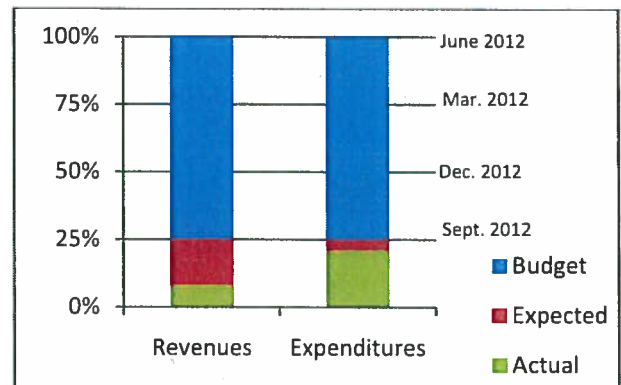
Fund Balance

Fund balance represents the net of assets and liabilities of the government and is often referred to as reserves. It is a measure of the financial stability of a City. It is important to maintain an adequate level to fund operating expenditures for a period of time in the event of a significant natural or economic event, and to cover cash flows for uneven revenue streams such as property tax. Having too low or no fund balance can result in a state of fiscal emergency or bankruptcy for a city.

The City of Antioch has adopted a fund balance policy requiring the unassigned fund balance of the General Fund to be at least 10% of total operating revenues with a goal of reaching and maintaining a level of 15%. At the close of fiscal year 2011-12, the unassigned fund balance was \$8,110,949, or 23.11% of operating revenues. At the close of the current fiscal year, it is projected to be \$5,719,689, or 16.55%. This is a significant decline over the prior fiscal year and means that the City is using reserves to cover all the expenditures for the current year. Or stated another way, the City is not generating enough revenues to cover current year operating costs.

Current Year Budget Status

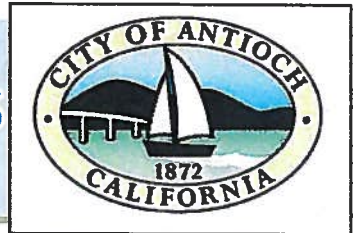
The budget is monitored continually by City staff. A helpful tool in this analysis is to compare expected budget results on a quarterly basis to actual performance and determining the cause of any significant variances. A budget to actual comparison for the period ended 9/30/12 follows:



Based on the chart above, actual revenues and expenditures in September should be at 25% of the budgeted levels. Revenues appear significantly below the target due to the timing of the City's property tax receipts. The first allocation of 55% of the annual property tax amount will not be received until December 2012. This demonstrates the need to maintain adequate reserves, or fund balances, to cover the cash flows for operating costs until the first significant source of revenue is received.

Expenditures are slightly below expectations due to the timing of expenditures. Subsidies to Animal Services and Recreation Services do not occur until June when the actual amount needed is known. A better picture of how the City is tracking to projections will be seen at 12/31/2012 after the first installment of property tax is received.

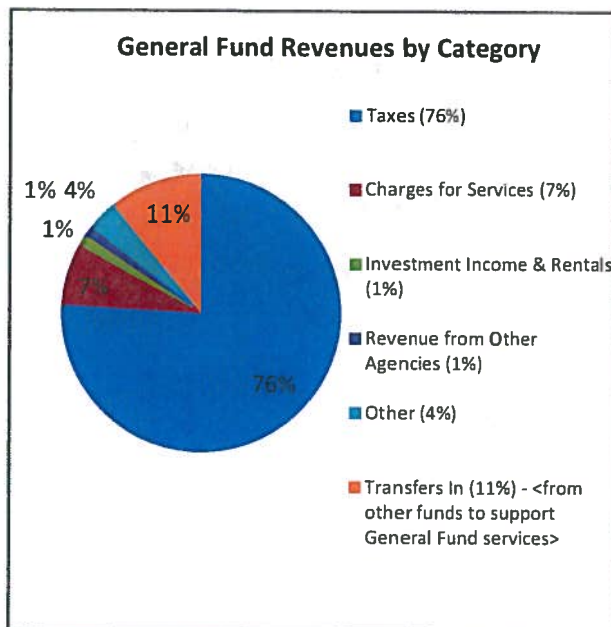
CITY OF ANTIOCH BUDGET FACTS



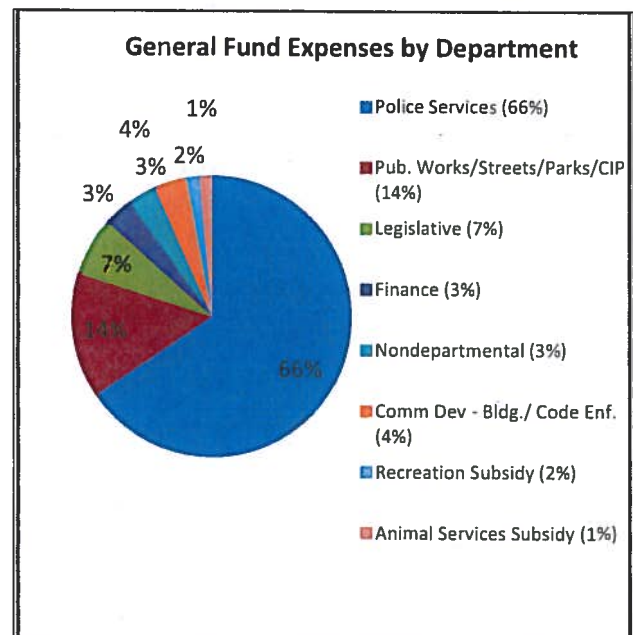
Second Quarter Budget Update

A budget is adopted annually covering all services and runs from July 1 to June 30 each fiscal year. The budget is segregated by fund type and then by individual fund based upon the legally allowable use of monies received. The complete budget adopted for fiscal year 2012-13 can be viewed on the City's website at www.ci.antioch.ca.us/CityGov/Finance.

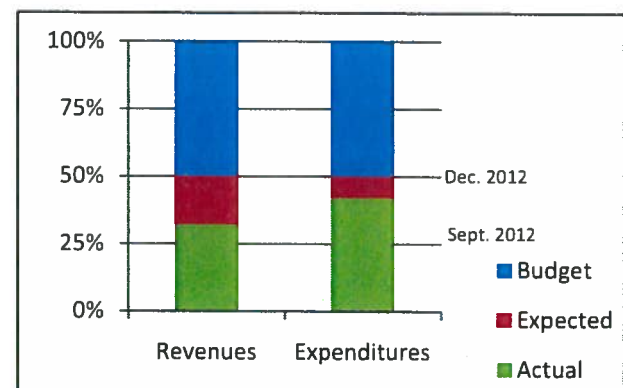
The main operating fund of the City is the General Fund which funds most of the day-to-day services the City provides. Total budgeted General Fund revenues are \$34,561,200 broken down by category as follows:



The next chart reflects where tax dollars and other fees collected are allocated. Of the total budgeted expenditures of \$36,724,850, approximately 72% are for personnel and the remaining 28% for services and supplies.



The budget is monitored continually by City staff. A helpful tool in this analysis is to compare expected budget results on a quarterly basis to actual performance and determining the cause of any significant variances. A budget to actual comparison for the period ended 12/31/12 follows:



Based on the chart above, actual revenues and expenditures as of December 31st should be at 50% of the budgeted levels. Revenues appear significantly below the target due to the timing of the City's property and sales tax in lieu receipts. The first allocation of 50% of the annual amount will not be received until January 2013 with the second installments to be received in May. The total revenue budgeted for these two items totals \$7.5M. This demonstrates the need to maintain adequate reserves, or fund balances, to cover the cash flows for operating costs due to the uneven timing of receipts.



Expenditures are slightly below expectations due to the timing of expenditures. In addition, subsidies to Animal Services and Recreation Services do not occur until June when the actual amount needed to subsidize the programs is known.

Upcoming Budget Cycle

The budget process for the next fiscal year is underway. Each department has been sent budget worksheets and requested to provide revisions to the current year budget, requested budgets for fiscal year 2014 (which begins July 1st) and projections for fiscal year 2015. Study sessions to review the budget will begin with the City Council in April, and the budget will be presented for adoption at the June 25, 2013 council meeting.



Approval Requirements for State and Local Revenues

State Level	Legislative Approval	Voter Approval
Taxes	2/3	None
General obligation bonds	2/3	Majority
Other debt ^a	Majority	None
Fees	Majority	None
Local Level	Governing Body Approval	Voter Approval
City or county "general" taxes (revenues used for unrestricted purposes)	<p>If consolidated with a regularly scheduled election of members of the legislative body:</p> <ul style="list-style-type: none"> • 2/3 for transactions & use taxes • Other taxes: 2/3 for general law cities; majority for charter cities. <p>If not consolidated, unanimous declaration of "emergency" required.</p>	Majority
City or county "special" taxes (revenues used for specific purposes)	Majority (2/3 for transactions & use taxes)	2/3
All school or special district taxes	Majority	2/3
General obligation bonds	Majority	2/3 ^b
Other debt	Majority	None
Property assessments	Majority	Majority of affected property owners. Votes weighted by assessment liability
Property—related fees	Majority	2/3 of voters or majority of affected property owners ^c
Fees—all other	Majority	None
<p>^a Includes revenue and lease-revenue bonds and certificates of participation.</p> <p>^b Exception: The Constitution specifies that a majority of voters can approve bonds used for repairing or replacing unsafe public school buildings and 55 percent of voters can approve bonds for new school facilities under certain conditions.</p> <p>^c No vote required for gas, electric, water, sewer, refuse, or developer fees.</p>		

Source: Adapted from CALFACTS, Legislative Analyst's Office

CaliforniaCityFinance.com

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ESTABLISHED ELECTION DATES

EC 1000 & 1500		2012	2013	2014	2015
First Tuesday after First Monday in March odd years	Polling Place	doesn't apply	03/05/13	doesn't apply	03/03/15
E-88 Deadline		doesn't apply	12/07/12	doesn't apply	12/05/14
First Tuesday in March even years	*Mailed Ballot	03/06/12	doesn't apply	03/04/14	doesn't apply
E-88 Deadline		12/09/11	doesn't apply	12/06/13	doesn't apply
Second Tuesday in April even years	Polling Place	04/10/12	doesn't apply	04/08/14	doesn't apply
E-88 Deadline		01/13/12	doesn't apply	01/10/14	doesn't apply
First Tuesday after First Monday in May each year	*Mailed Ballot	05/08/12	05/07/13	05/06/14	05/05/15
E-88 Deadline		02/10/12	02/08/13	02/07/14	02/06/15
First Tuesday after First Monday in June each year	Polling Place	06/05/12	06/04/13	06/03/14	06/02/15
E-88 Deadline		03/09/12	03/08/13	03/07/14	03/06/15
Last Tuesday in August each year	*Mailed Ballot	08/28/12	08/27/13	08/26/14	08/25/15
E-88 Deadline		06/01/12	05/31/13	05/30/14	05/29/15
First Tuesday after First Monday in November each year	Polling Place	11/06/12	11/05/13	11/04/14	11/03/15
E-88 Deadline		08/10/12	08/09/13	08/08/14	08/07/15

Established Polling Place Election Dates do not apply to: Special elections called by the Governor; elections held in charter cities where the charter specifies a different date; school board elections initiated by petition; school district elections which overlap a charter city by 95% population and city is holding election; Initiatives, Referendums or Recalls; Mailed Ballot Elections; 2/3's vote school district bond elections. **Elections Code Section 1003**

Established Mailed Ballot Election Dates are restricted to: A jurisdiction of fewer than 1,000 registered voters; a maximum property tax rate election (2287 Rev. & Tax. Code); imposition of special taxes or expenditure limit overrides or both in a jurisdiction of fewer than 5,000 registered voters; a general obligation water bond; Monterey County Water elections; Aliso Water elections; San Jacinto Water elections; San Lorenzo Water elections; elections or assessment ballot proceedings required or authorized by Article XIII C or XIII D of the CA Const. (includes all parcel tax elections regardless of the size or type of jurisdiction). **Elections Code Section 4000**

Miscellaneous provisions regarding when elections may be held: Elections must be held on Tuesdays and may not be the day before, the day of, or the day after a state holiday (EC1100); 2/3's vote school bond elections may be called for any Tuesday that does not fall within 45 days on either side of a statewide primary or general election, unless it is conducted on the statewide election date or on an established mail ballot election date (Educ. Code 15101 & 15341); 55% school bond elections must be held on primary, general or regular school board election date for jurisdiction (Educ. Code 15266). Just as a rule of thumb, polling place elections should not be held on mailed ballot election dates and vice versa. Currently Special Districts may hold mailed ballot elections on any Tuesday other than an established election date (EC 4108). Small Cities, School Districts and Special Districts (100,000 population or under) may hold special vacancy elections by all mailed ballot on any Tuesday other than a statewide election (EC 4004).

* Must meet criteria set forth in Elections Code Section 4000 (see above).



CONTRA COSTA COUNTY
CLERK/RECORDER -ELECTIONS DIVISION
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 MARTINEZ, CALIFORNIA 94553
 (925) 335-7800 FAX (925) 335-7836
www.cocovote.us

STEPHEN L. WEIR
 COUNTY CLERK

 CANDY LOPEZ
 ASSISTANT REGISTRAR

February 19, 2013
 Christina Garcia, Deputy City Clerk
City of Antioch

Under the Federal Help America Vote Act (HAVA), and state law, every polling site is required to provide at least one accessible voting unit, which will allow voters with visual/physical impairments to vote confidentially and unassisted. In addition, HAVA requires that voters who vote for more candidates than there are positions to be elected be notified and given a chance to correct that vote. To accommodate both requirements, Contra Costa County changed voting systems in 2005.

The new voting system equipment was purchased with state and federal funds and no capital charges will be included in election billings, however, other associated costs have impacted the cost of having an election. The costs for supplies, training polling place workers and equipment delivery have all increased, as has staff labor needed to prepare and test the equipment prior to each election. Because of the number of variables involved in preparing for and conducting an election, it is not possible to predetermine the final actual cost.

Estimate for **City of Antioch**
Registered voters 2-15-13: 43,671

Special Municipal Election

Estimate – Special Stand All Mail Ballot Election: \$ 4.75 per registered voter
Estimate – Special Stand Alone Polling Place Election: \$ 5.75 per registered voter

When you receive an estimate from the Elections Office you are cautioned the estimate is just an approximation arrived at by comparing costs for prior elections in other jurisdictions and not by attempting to project any actual costs for the upcoming election. Actual costs will vary from one election to another election and between jurisdictions during a consolidated election. The actual cost may be significantly more or less than this estimate, and will depend on supply and paper costs, fuel costs, labor costs and the number of jurisdictions consolidating with the election. The elections official will bill the jurisdiction for the actual costs of the election conducted or a pro rata share of the actual costs if the election is consolidated.

Sincerely,
 Candy Lopez, Assistant County Registrar

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF FEBRUARY 26, 2013**

Approved by: Jim Jakel, City Manager 

Date: February 20, 2013

Subject: Discussion of Strategic Recovery Planning Session in March 2013

RECOMMENDATION

Provide direction to staff on the development of the agenda, goals, expectations and outcomes for the March planning session.

BACKGROUND INFORMATION

The City Council has previously scheduled for February 28, 2013 a community meeting related to crime prevention to be held at Antioch High School in the Beede Auditorium. Also discussed has been the need to begin a strategic recovery planning process for the City as a whole. To begin that process, Council has discussed holding an initial workshop the third or fourth weekend of March. We believe that the development of priorities and broad goals could begin at that meeting.

The determinations to be made tonight, which would facilitate the successful planning of the March session, would include:

1. Date of the Event – Options would be March 19, 20 and 21, or March 27 and 28.
2. Location of the Event – While the Community Center would perhaps be the first choice as a venue, the availability of the Center is not guaranteed at this point so a backup location should be selected.
3. Should a facilitator be used?
4. Agenda Topics – The topics could include discussion of Chief Cantando's recent police department presentation, discussion of an economic development strategic plan, set to determine four or five strategy priorities and begin to explore them in further detail that night.
5. Discuss background related to future potential tax revenue measures.
6. Detailed discussion of a strategic planning process to be pursued in the coming months.
7. Use of the budget as a priority implementation tool.

2-26-13

FINANCIAL IMPACT

There will be costs associated with the use of a facilitator and perhaps costs associated with the venue and any basic refreshments served. The cost of the first session in March would not be envisioned to exceed \$3,000-4,000.

OPTIONS

The Council could direct staff to bring back further information regarding the strategic planning process and proposed agenda topics.

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF FEBRUARY 26, 2013**

Prepared by: Ron Bernal, Public Works Director/City Engineer **REB**

Date: February 20, 2013

Subject: Antioch Trail System Update

RECOMMENDATION

It is recommended that the City Council receive the Antioch Trail System staff report and provide staff direction as deemed appropriate.

BACKGROUND

The City Council has requested an overview of the City's trail system. Along with numerous City owned and operated local trails, as shown in Exhibit A, Antioch is served by two regional trails; the Delta de Anza and the Mokelumne. There has been effort over the years to continually expand the trail system to provide neighborhood access to the regional trails and city parks and facilities.

Delta De Anza, Mokelumne and local trails

The East Bay Regional Park District (EBRPD) Delta de Anza Regional Trail, depicted by the orange line on Exhibit A, is a paved, multi-use hiking, bicycling and equestrian trail currently spanning over 15 miles of the planned 25-mile length with 6.5 miles through Antioch. It connects the cities of Concord, Bay Point, Pittsburg, Antioch and Oakley and provides access to Contra Loma Regional Park and Black Diamond Mines Regional Preserve through Antioch Community Park. The trail traverses the city in a west to east alignment connecting us with Pittsburg and Oakley. It is located on property owned by the US Bureau of Reclamation and operated by Contra Costa Water District (CCWD). Maintenance responsibility lies with the EBRPD.

The Mokelumne Trail, depicted by the green line on Exhibit A, is also a paved system that traverses Antioch in a west to east alignment and is approximately 6.5 miles in length through Antioch. It intersects with the Delta de Anza trail at Lone Tree Way adjacent to the Sutter Delta Medical Center. The Mokelumne Trail is located on property owned by East Bay Municipal Water District (EBMUD) and, except for pavement repairs and graffiti removal from their above ground pipelines and facilities, is maintained by the City. The most easterly portion of the trail, A 0.7 mile section from Ridgeline Drive to Neroly Road, is scheduled to be completed by KB Home and opened to the public this summer.

The City owned and operated trail system, depicted by the purple lines on Exhibit A, generally provides access to parks and schools in various neighborhoods throughout Antioch. This system consists of paved or concrete paths with City responsibility for operation and maintenance.

Antioch General Plan and City Code

The City of Antioch General Plan provides a reoccurring theme of providing increasing acceptance of public transit and other alternatives to automobile travel. In the Introduction, Section 1.2. EXISTING AND EMERGING TRENDS AFFECTING ANTIOCH'S FUTURE states, "...there will be a need for transit centers within Antioch. In addition, as higher density transit-oriented development gains

popularity, pedestrian and bicycle travel will increase both as a form of recreation and as a form of transportation. The result will be an increasing need for safe pedestrian and bicycle routes between residential areas and schools, shopping, recreation, and places of employment.” Section 5.4.7 Residential Development *Connections* states, “Individual neighborhoods should be provided with pathways and open spaces connecting residences to school and recreational facilities, thereby facilitating pedestrian and bicycle access.” These and other similar statements scattered through the General Plan indicate a desire and emphasis on providing ways for pedestrian and bicycle travel to and from neighborhoods, recreation facilities and businesses.

Section 10 of the City Code defines a trail or pathway as a Park and Recreation Facility. As such it has operating hours of dawn to dusk unless otherwise posted. Since none of Antioch’s trails are posted, hours of operation are from dawn to dusk.

Trail Maintenance, Operation and Patrol

As previously stated, the Delta de Anza Trail is operated, maintained and patrolled by the EBRPD in cooperation with CCWD. The Mokelumne Trail is maintained by agreement with EBRPD by the City. The City is responsible for all maintenance except for pavement and graffiti on pipes and structures which is maintained by EBMUD. The local paths and trails are maintained by the City with the majority of effort coming from the Work Alternative Program with assistance provided from volunteer groups. Garbage cans have been placed at several locations where significant trash issues exist but due to limited funding for regular pick up, are not located at all trail entrances.

The Antioch Police Department responds to calls for service on all trails within the City. Entries to all trails typically have a short gate and/or bollard system that allows pedestrians and bicycles to pass but which prohibit vehicular traffic except for maintenance and emergency response. Service or emergency response vehicles access the trails by unlocking and opening gates or removing bollards. Fences of properties abutting the trails are generally chain link with some constructed with wood. Although not permitted, gates have been installed by current or past property owners providing these properties direct access to the trail from adjoining rear yards. City staff does not actively pursue the removal of these gates.

The Public Works Department contracts for weed abatement of City owned trails and open-space. The City’s Fire Break Program must meet the mandates of the Contra Costa County Fire Protection District by hand trimming weeds at a minimum of 30 feet between public open spaces and all privately owned properties and discing open spaces five acres or larger. Trails are often adjacent to open spaces. All weed abatement must be completed annually before July 1st.

FISCAL IMPACTS

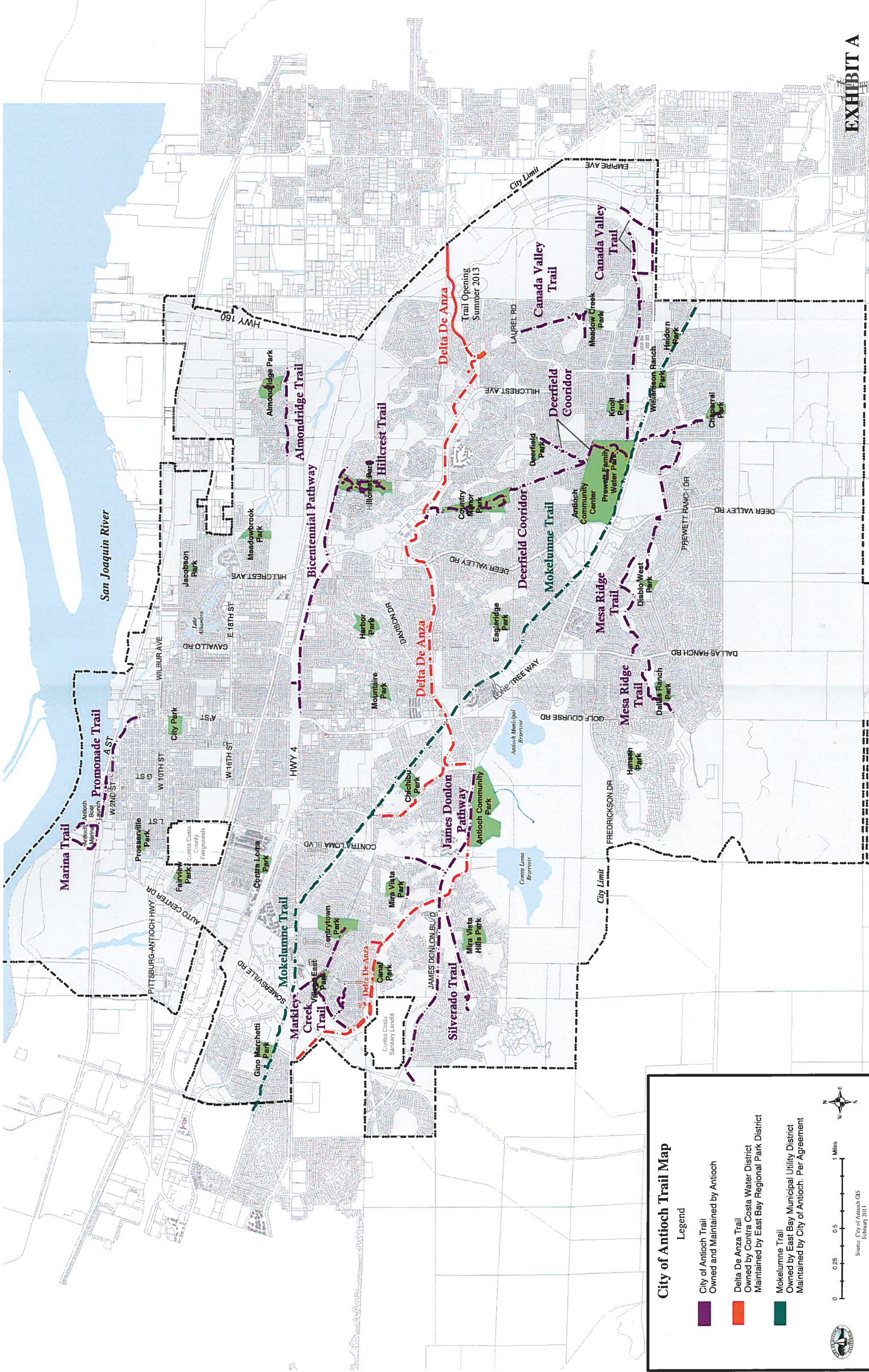
The City has very limited resources to operate and maintain our existing trail system. We depend on the Work Alternative Program and volunteer groups to keep the trails and adjoining areas clear of trash, debris and graffiti. Since it is anticipated that additional resources will not be forthcoming in the near future, staff will continue to identify and direct future volunteer efforts in this much needed area.

OPTIONS

None.

ATTACHMENTS


Attachment A: Antioch Trail Map





City of Antioch Trail Map

Legend

- City of Antioch Trail
Owned and Maintained by Antioch
- Delta De Anza Trail
Owned by Contra Costa Water District
Maintained by East Bay Regional Park District
- Mokelumne Trail
Owned by East Bay Municipal Utility District
Maintained by City of Antioch, Per Agreement



Source: City of Antioch GIS
February 2011