



Council Chambers  
200 H Street  
Antioch, CA 94509

Closed Session - 6:00 P.M.  
Regular Meeting - 7:00 P.M.

# ANNOTATED AGENDA

for

## AUGUST 12, 2014

Antioch City Council  
Regular Meeting

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

Wade Harper, Mayor  
Mary Helen Rocha, Mayor Pro Tem  
Monica E. Wilson, Council Member  
Tony Tiscareno, Council Member

Arne Simonsen, City Clerk  
Donna Conley, City Treasurer

Steven Duran, City Manager  
Lynn Tracy Nerland, City Attorney

**Electronic Agenda Packet viewing at:** <http://www.ci.antioch.ca.us/CityGov/agendas/FindAgenda.asp>

**With Project Plans at:** <http://ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/docs/Project-Pipeline.pdf>

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*Council meetings are televised live on Comcast Channel 24*

### 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 3<sup>rd</sup> 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.

**6:00 P.M. ROLL CALL** for Closed Sessions – *All Present*

**PUBLIC COMMENTS** for Closed Sessions – *None*

#### CLOSED SESSIONS:

1) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property – 1811 "C" Street (Bedford Center); Agency Negotiator –City Manager and City Attorney; Parties – Rehabilitation Services of Northern California; Under negotiation: price and terms of payment  
*Direction given to Real Property Negotiator*

2) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Section is authorized by California Government Code Section 54957.6. City designated representatives: Michelle Fitzer, Denise Haskett, and Glenn Berkheimer; Employee organizations: Management Unit  
*Direction given to Labor Negotiator*

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

#### PLEDGE OF ALLEGIANCE

#### 1. IN MEMORY OF COUNCIL MEMBER GARY AGOPIAN

Recommended Action: City Council comments, public comments, and motion to approve the proclamation in memory of Council Member Gary Agopian

*Approved, 4/0*

STAFF REPORT

**7:26 P.M. ADJOURNED TO BREAK**

**7:35 P.M. ROLL CALL** for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency – *All Present*

#### ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

#### ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

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

**CITY COUNCIL COMMITTEE REPORTS**

**MAYOR'S COMMENTS**

PRESENTATION

**PRESENTATION** – *Investment Report by Public Finance Management (PFM), Nancy Jones*

**2. CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency**

**A. APPROVAL OF COUNCIL MINUTES FOR JULY 22, 2014**

MINUTES

**Approved, 4/0**

Recommended Action: Motion to approve the minutes

**B. APPROVAL OF COUNCIL WARRANTS**

**Approved, 4/0**

Recommended Action: Motion to approve the warrants

STAFF REPORT

**C. BUSINESS LICENSE ORDINANCE AMENDMENTS (Introduced on 07/22/14)**

**Ord. No. 2092-C-S adopted, 4/0**

Recommendation: It is recommended that the City Council adopt an ordinance amending Sections 3-1.108 and 3-1.209; adding Sections 3-1.129, 3-1.130, 3-1.131 and 3-1.132; and renumbering Sections 3-1.231 and 3-1.232 to Chapter 1, "Business Licensing," of Title 3 of the Antioch Municipal Code to address apportionment and other administrative and enforcement provisions under the business license ordinance

STAFF REPORT

**D. RESOLUTION APPROVING THE CLASS SPECIFICATION OF LEAD WAREHOUSE WORKER IN THE LOCAL 1 BARGAINING UNIT AND ESTABLISHING A SALARY RANGE (Continued from 06/24/14)**

**Reso No. 2014/72 adopted, 4/0**

Recommended Action: Motion to adopt a resolution approving the class specification of Lead Warehouse Worker in the Local 1 bargaining unit, and establishing a salary range consistent with other Lead Workers

STAFF REPORT

**E. RESOLUTION ESTABLISHING A SALARY RANGE FOR GIS TECHNICIAN**

**Reso No. 2014/73 adopted, 4/0**

Recommended Action: Motion to adopt a resolution establishing a salary range for GIS Technician

STAFF REPORT

**F. REQUEST TO WAIVE RENTAL FEES FOR THE ANNUAL BLACK HISTORY ART AND ARTIFACTS EXHIBIT IN 2015**

**Approved, 4/0**

Recommended Action: Motion to authorize staff to waive rental fees

STAFF REPORT

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

- G. RESOLUTION ACCEPTING WORK AND AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE LONE TREE WAY INTERSECTION IMPROVEMENTS, DEER VALLEY ROAD TO HILLCREST AVENUE (P.W. 555-12C)**

**Staff recommends to be continued to a future meeting, 4/0**

Recommendation: It is recommended that the City Council motion to adopt the resolution to:

- 1) Authorize the Director of Finance to amend the 2013-2014 Capital Improvement Budget to increase Measure “J” funding for this project in the amount of \$100,000.00 and increase the existing contract with Bay Cities Paving and Grading, Inc. by \$173,341.70; and
- 2) Accept work, authorizing the Public Works Director/City Engineer to File a Notice of Completion and authorizing the Director of Finance to make a final payment of \$65,375.87 plus retention of \$83,967.44 to be paid 35 days after recordation of the Notice of Completion.

STAFF REPORT

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

- H. RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY FOR THE PERIOD OF JANUARY 2015-JUNE 2015 (ROPS 14-15B)**

**SA Reso No. 2014/14 adopted, 4/0**

Recommended Action: Motion to adopt the resolution approving the Recognized Obligation Payment Schedule (ROPS 14-15B)

STAFF REPORT

- I. ARTS & CULTURAL FOUNDATION OF ANTIOCH SERVICES AGREEMENT AND USE OF THE LYNN HOUSE**

**Approved, 4/0**

Recommendation: It is recommended that the City Council acting on behalf of the City and City as Successor Agency motion to:

- 1) Authorize the City Manager to sign a contract amendment with the Arts & Cultural Foundation of Antioch (Foundation) extending the term of services to June 30, 2015 and compensating the Foundation \$63,000 as approved and directed with the FY 14/15 budget adoption.
- 2) Authorize the City Manager to enter into a Use Agreement for the Lynn House property pending State Department of Finance approval of the Long Range Property Management Plan and transfer of the Lynn House to the City of Antioch for governmental use (art gallery) with the understanding that the use of the Lynn House continue under the terms of the existing Use Agreement until a formal extension can be executed.

STAFF REPORT

STAFF REPORT

**COUNCIL REGULAR AGENDA**

**3. FILLING A CITY COUNCIL VACANCY**

***Motion to leave Council Member seat vacant until Nov. 4, 2014 Election, 4/0***

Action Item: With Council Member Gary Agopian's death on July 28, 2014, state law provides the following options for addressing the vacancy on the City Council within 60 days of the vacancy:

- 1) Call a special election to fill the vacant seat, which would arguably not require the City Council to do anything further because the seat is already up for the regular election on November 4, 2014 and the City Council has already called for that regular election; or
- 2) Appoint a person to fill the City Council vacancy until the election results in November are certified and the elected Council Member seated.

STAFF REPORT

**4. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – SEPTEMBER 3-5, LOS ANGELES**

***Appointed Council Member Rocha as the Voting Delegate, 4/0***

Recommendation: It is recommended that the Council consider whether or not to appoint a voting delegate and alternate delegate to attend the 2014 League of California Cities Annual Conference

STAFF REPORT

**5. DISCUSSION OF CONSIDERING A MINIMUM WAGE ORDINANCE FOR THE CITY OF ANTIOCH**

***No consensus, no action taken***

Recommendation: Motion to receive staff report; discuss whether or not the City should consider a minimum wage ordinance; and direct staff

STAFF REPORT

**6. COMMUNITY OUTREACH AND COMMUNICATIONS PLAN FOR THE PROPOSED ANTIOCH DOWNTOWN EAST RESIDENTIAL DEVELOPMENT PROJECT**

***Direction given to staff to start focus groups as soon as possible in September 2014, 4/0 AND***

***Direction given to City Manager to extend bidding process to October 31, 2014, 4/0***

Recommended Action: Receive report and file

STAFF REPORT

**10:05 P.M. ADJOURNED TO BREAK**

**10:14 P.M. ROLL CALL** for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency – ***All Present***

**7. RESOLUTION SUPPORTING THE CONSTRUCTION OF THE JAMES DONLON BOULEVARD EXTENSION PROJECT**

***Direction given to staff to continue until Pittsburg takes action, 4/0***

Recommendation: Motion to adopt a resolution that:

- 1) Expresses continued support for the James Donlon Boulevard Extension project implementation and the construction of the project; and
- 2) Supports the City of Pittsburg as lead agency to move the project forward within all applicable laws to keep a commitment to the residents of eastern Contra Costa County

STAFF REPORT

**PUBLIC COMMENT**

**STAFF COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**ADJOURNMENT – *10:47 p.m.***



**IN MEMORY OF GARY AGOPIAN**

**APRIL 28, 1957 – JULY 28, 2014**

*WHEREAS, Gary Agopian lived in Antioch for 19 years and with his wife, Robin, raised their family in Antioch; and*

*WHEREAS, following service on the Antioch Unified School District Board from 2004 to 2008, Gary Agopian was elected to the Antioch City Council in 2010; and*

*WHEREAS, during his tenure on the City Council, Council Member Agopian served on the Budget Committee during challenging financial times; and*

*WHEREAS, Council Member Agopian was instrumental in the creation of the Graffiti Subcommittee and would often be found with a paint brush in hand, talking to business owners and helping paint over graffiti; and*

*WHEREAS, Council Member Agopian served on the City/School District Relations Committee, as well as a member of the Community Facilities District; and*

*WHEREAS, Council Member Agopian served on the Northeast Antioch Annexation Committee that shepherded the annexation of nearly 600 acres into the City boundaries; and*

*WHEREAS, he was also the liaison to the Chamber of Commerce and the City's representative on the Community Advisory Board to the San Francisco Bay Water Transit Authority and East County Water Management Association; and*

*WHEREAS, Council Member Agopian was committed to serving Antioch, continuing to attend City Council meetings through June 2014, despite his illness, and in his last days was still sharing ideas on how to make Antioch a better community.*

**NOW, THEREFORE, I, MAYOR WADE HARPER  
AND COUNCIL MEMBERS**

**MARY HELEN ROCHA, TONY TISCARENO AND MONICA E. WILSON**

*do hereby recognize GARY AGOPIAN for his commitment to the City of Antioch and dedicate the meeting of August 12, 2014 in his memory.*



# City of Antioch



## Second Quarter 2014 Review of Portfolio

**PFM Asset Management LLC**

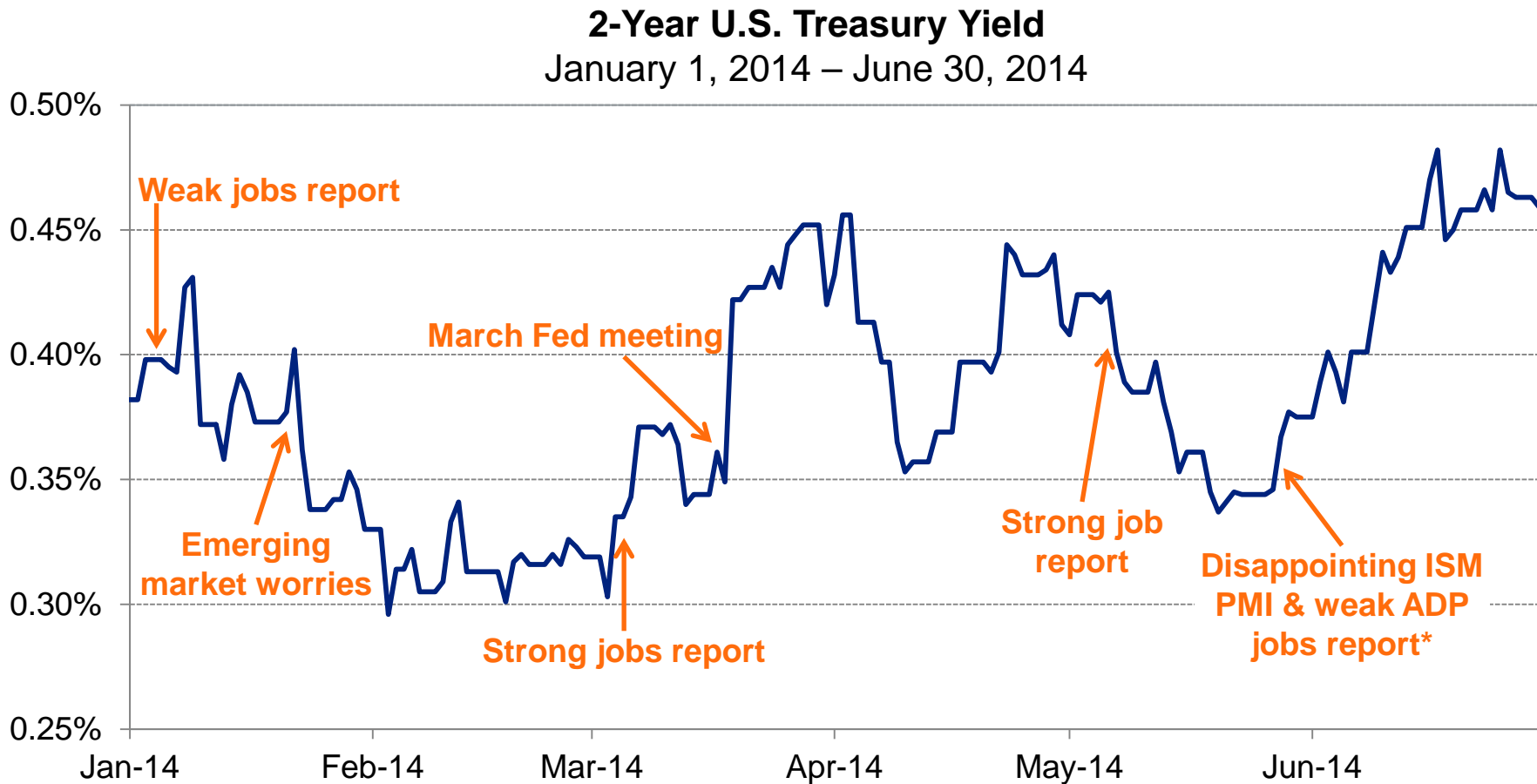
Nancy Jones, Managing Director

Sarah Meacham, Director



# Market Movers in the First Half of 2014

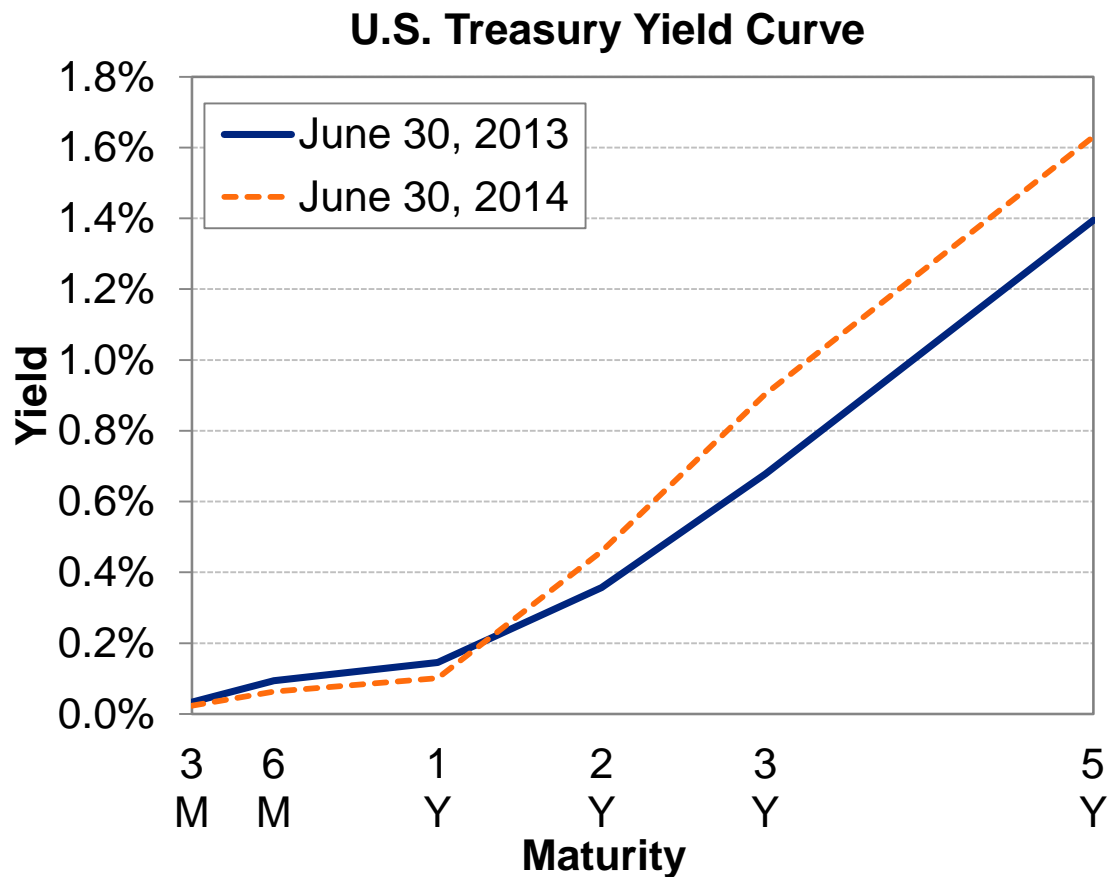
- The market moved counter to economic data in May and June.



\*ISM PMI is the Institute of Supply Management's Purchasing Manager's Index, an indication or sentiment of purchasing managers at manufacturing firms.  
ADP is Automatic Data Processing Inc, which publishes a monthly jobs report separate from the Bureau of Labor Statistics (BLS).  
Source: Bloomberg

# Yield Curve Remained Steep

- Long-term yields continued to provide a significant pick-up over short-term yields.



	6/30/13	6/30/14
<b>3 Month</b>	0.03%	0.02%
<b>6 Month</b>	0.09%	0.06%
<b>1 Year</b>	0.15%	0.10%
<b>2 Year</b>	0.36%	0.46%
<b>3 Year</b>	0.68%	0.90%
<b>5 Year</b>	1.40%	1.63%

# GDP Shrinks in Q1, but Economy Remains Strong

- U.S. GDP shrank at a rate of -2.9% in the first quarter of 2014 as businesses slowed investments, and the harsh winter stifled spending. The current Bloomberg survey of economists estimates that second quarter GDP growth will be 3.5%.
- The unemployment rate fell to 6.1% as hiring picked up in the spring. Nonfarm payrolls increased by a total of 816,000 jobs in the second quarter, after only increasing 569,000 jobs in the first quarter.
- The Federal Reserve has continued to decrease its bond purchasing program by \$10 billion per meeting. The rate of purchases is now \$35 billion per month, down from \$85 billion per month in 2013.
- The real estate market has continued to improve. The Case-Shiller Composite Index of real estate prices has risen 10.8% over the past year.

# Second Quarter 2014 Recap

- We continued to maintain a conservative portfolio duration position to protect against potential rises in interest rates. This position benefited the portfolio at the end of the quarter when interest rates rose in June.
- We invested the City's funds in high-quality corporate notes and negotiable CDs because the difference in yield between these sectors and the government sectors was significant.
  - The coupon payments from these securities will enhance the City's income and be a buffer against market value losses when rates rise.
- Several of the negotiable CDs were floating-rates CDs.
  - If short-term rates rise, the coupon will increase, keeping the yield at current rates and protecting against market value declines.

# Total Return

- We outperformed the benchmark again in the second quarter, while maintaining a conservative duration stance.
- The portfolio outperformed the benchmark by 0.25% in the fiscal year 2013-2014.

## Total Returns for periods ending June 30, 2014

	<b>Duration (years)</b>	<b>Past Quarter</b>	<b>Past Year</b>	<b>Past 5 Years</b>	<b>Since Inception</b>
<b>City of Antioch</b>	<b>1.69</b>	<b>0.30%</b>	<b>1.01%</b>	<b>1.18%</b>	<b>3.98%</b>
<b>City's Treasury Benchmark</b>	<b>1.85</b>	<b>0.27%</b>	<b>0.76%</b>	<b>1.22%</b>	<b>3.75%</b>

- Performance on trade-date basis, gross (i.e., before fees) in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
- Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Excludes LAIF in performance and duration computations.
- Performance numbers for periods one year and greater are presented on an annualized basis.
- The benchmark was the 1-Year Treasury Index prior to the third quarter 2001. From the fourth quarter 2001 through the third quarter 2010, 1-3 Year Treasury Index. The benchmark was changed to the 1-Year Treasury Index in the fourth quarter 2010 because of the City's increased cash needs. Beginning February 2011, the benchmark was changed back to the 1-3 Year Treasury index because the City's cash needs have returned to prior levels.

# Second Quarter Trades

Settle Date	Action	Issuer	Par	Maturity
4/4/14	Sale	U.S. Treasury	\$885,000	11/30/15
4/4/14	Sale	U.S. Treasury	\$415,000	11/30/15
4/4/14	Purchase	FHLB	\$1,310,000	3/27/17
4/11/14	Sale	Apple Inc	\$260,000	5/3/16
4/11/14	Purchase	U.S. Treasury	\$260,000	6/15/16
4/17/14	Sale	Bank of Nova Scotia Houston	\$1,350,000	3/6/15
4/17/14	Purchase	Westpac Banking Corp NY	\$1,350,000	4/15/16
5/6/14	Sale	U.S. Treasury	\$1,700,000	3/31/17
5/6/14	Purchase	Apple Inc	\$1,700,000	5/5/17
5/9/14	Sale	Bank of New York Mellon	\$375,000	2/20/15
5/9/14	Sale	IBM Corp	\$305,000	2/6/15
5/9/14	Sale	U.S. Treasury	\$170,000	3/15/15
5/9/14	Sale	U.S. Treasury	\$825,000	3/15/15
5/9/14	Purchase	U.S. Treasury	\$1,700,000	11/30/17
5/13/14	Sale	Rabobank Nederland NV NY	\$1,700,000	4/29/15
5/13/14	Purchase	Rabobank Nederland NV NY	\$1,700,000	5/6/16

# Second Quarter Trades

Settle Date	Action	Issuer	Par	Maturity
6/1/14	Maturity	JP Morgan Chase & Co	\$1,010,000	6/1/14
6/3/14	Sale	FNMA	\$1,030,000	5/27/15
6/3/14	Sale	U.S. Treasury	\$465,000	7/31/15
6/3/14	Sale	U.S. Treasury	\$1,235,000	7/31/15
6/3/14	Sale	U.S. Treasury	\$1,700,000	11/30/17
6/3/14	Purchase	U.S. Treasury	\$2,800,000	5/31/17
6/3/14	Purchase	U.S. Treasury	\$2,800,000	5/31/16
6/12/14	Sale	U.S. Treasury	\$1,065,000	11/30/16
6/12/14	Purchase	John Deere Capital Corp	\$1,065,000	6/12/17
6/13/14	Sale	Caterpillar Finance Corp	\$250,000	5/29/15
6/13/14	Sale	John Deere Capital Corp	\$450,000	6/29/15
6/13/14	Sale	U.S. Treasury	\$650,000	7/31/15
6/13/14	Purchase	Bank of Nova Scotia Houston	\$1,350,000	6/10/16
6/23/14	Sale	U.S. Treasury	\$560,000	3/31/17
6/23/14	Purchase	HSBC USA Inc	\$565,000	6/23/17

# Portfolio Characteristics: Sector Composition

- The portfolio complies with the California Government Code and the City's Investment Policy.

Security Type	Market Value as of June 30, 2014	Percentage of Portfolio	Permitted by Policy	In Compliance
U.S. Treasuries	\$36,894,445	52%	100%	✓
Federal Agencies	\$7,235,536	10%	100%	✓
Municipal Obligations	\$3,189,628	4%	100%	✓
Negotiable CDs	\$7,806,551	11%	30%	✓
Corporate Notes	\$13,905,449	20%	30%	✓
LAIF	\$2,197,178	3%	\$40 million	✓
<b>Totals</b>	<b>\$71,228,787</b>	<b>100%</b>		



# Portfolio Characteristics: Sector Composition Change

Security Type	Market Value as of 3/31/14	Percentage of Portfolio	Market Value as of 6/30/14	Percentage of Portfolio	Change in Allocation
U.S. Treasuries	\$39,209,956	55%	\$36,894,445	52%	-3%
Federal Agencies	\$6,927,908	10%	\$7,235,536	10%	-
Municipal Obligations	\$3,183,164	4%	\$3,189,628	4%	-
Negotiable CDs	\$6,469,318	9%	\$7,806,551	11%	+2%
Corporate Notes	\$13,234,236	19%	\$13,905,449	20%	+1%
Money Market Fund	\$92,472	<1%	\$0	0%	-
LAIF	\$2,195,930	3%	\$2,197,178	3%	-
<b>Totals</b>	<b>\$71,312,984</b>	<b>100%</b>	<b>\$71,228,787</b>	<b>100%</b>	<b>-</b>

# Portfolio Characteristics: Issuer Distribution

- The portfolio is well diversified.

## Corporate Issuers

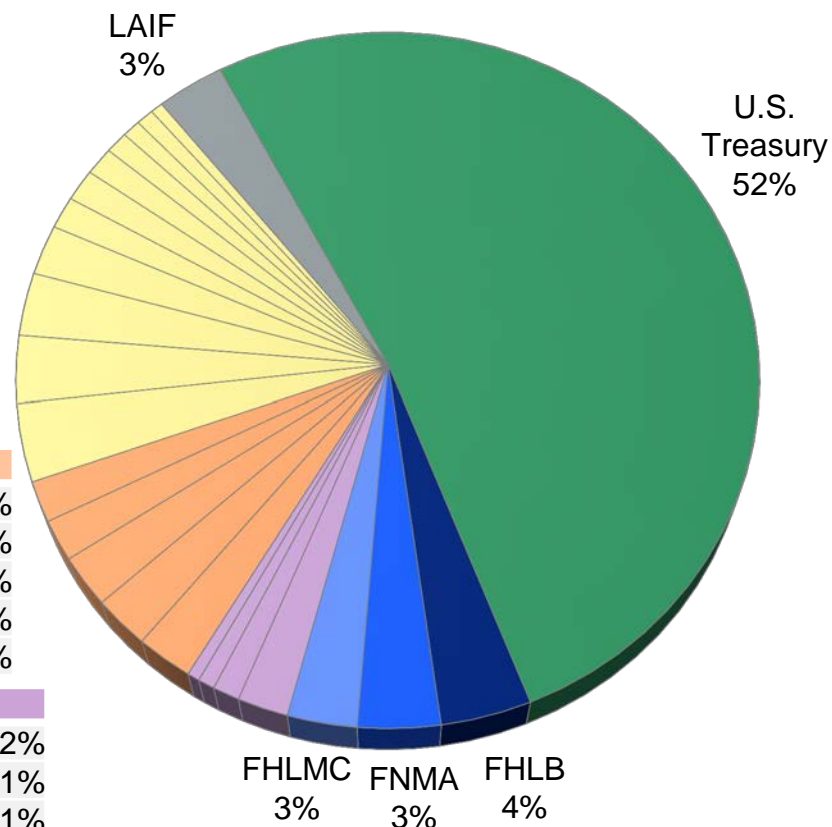
Wells Fargo	4%
General Electric CC	3%
Apple	3%
JP Morgan Chase	2%
Bank of New York	2%
Deere & Company	2%
Berkshire Hathaway	1%
Toyota Motor CC	1%
American Honda Finance	1%
HSBC USA	1%
Wal-Mart	<1%

## CD Issuers

Credit Suisse NY	3%
Skandinaviska Enskilda NY	2%
Rabobank Nederland NV NY	2%
Westpac Banking Corp NY	2%
Bank of Nova Scotia Houston	2%

## Municipal Issuers

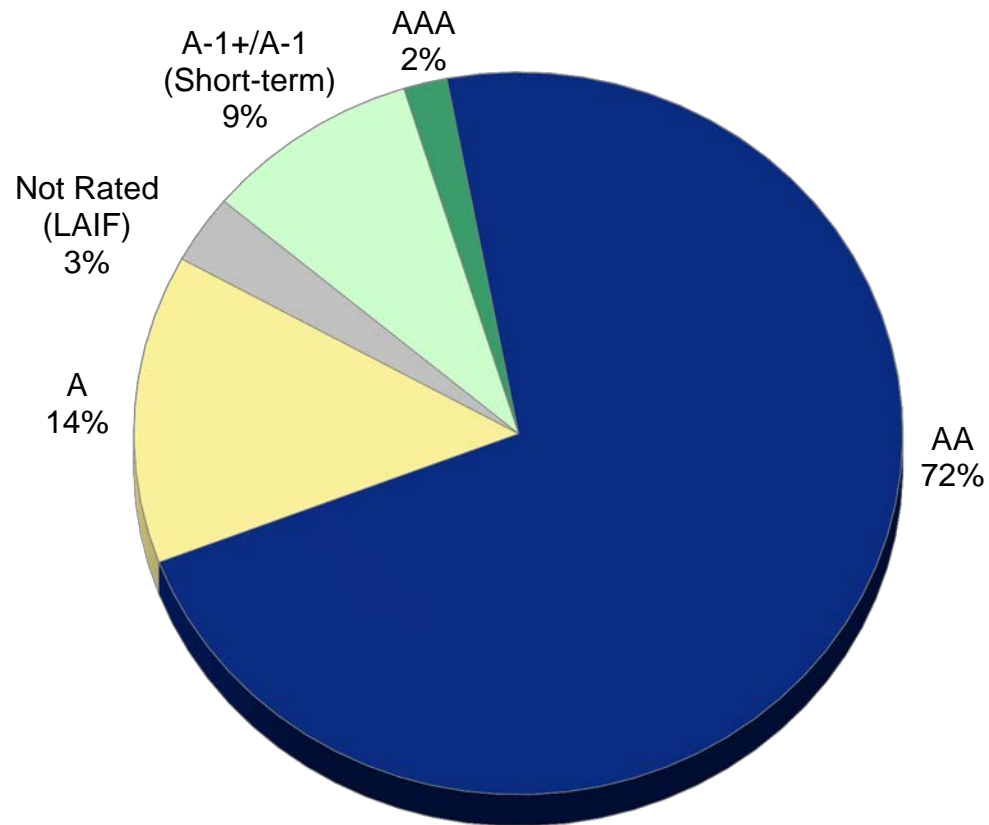
State of California	2%
Metro Water District of So. CA	1%
California State Dept. of Water	1%
University of California	<1%



• As of June 30, 2014

# Portfolio Characteristics: Credit Quality

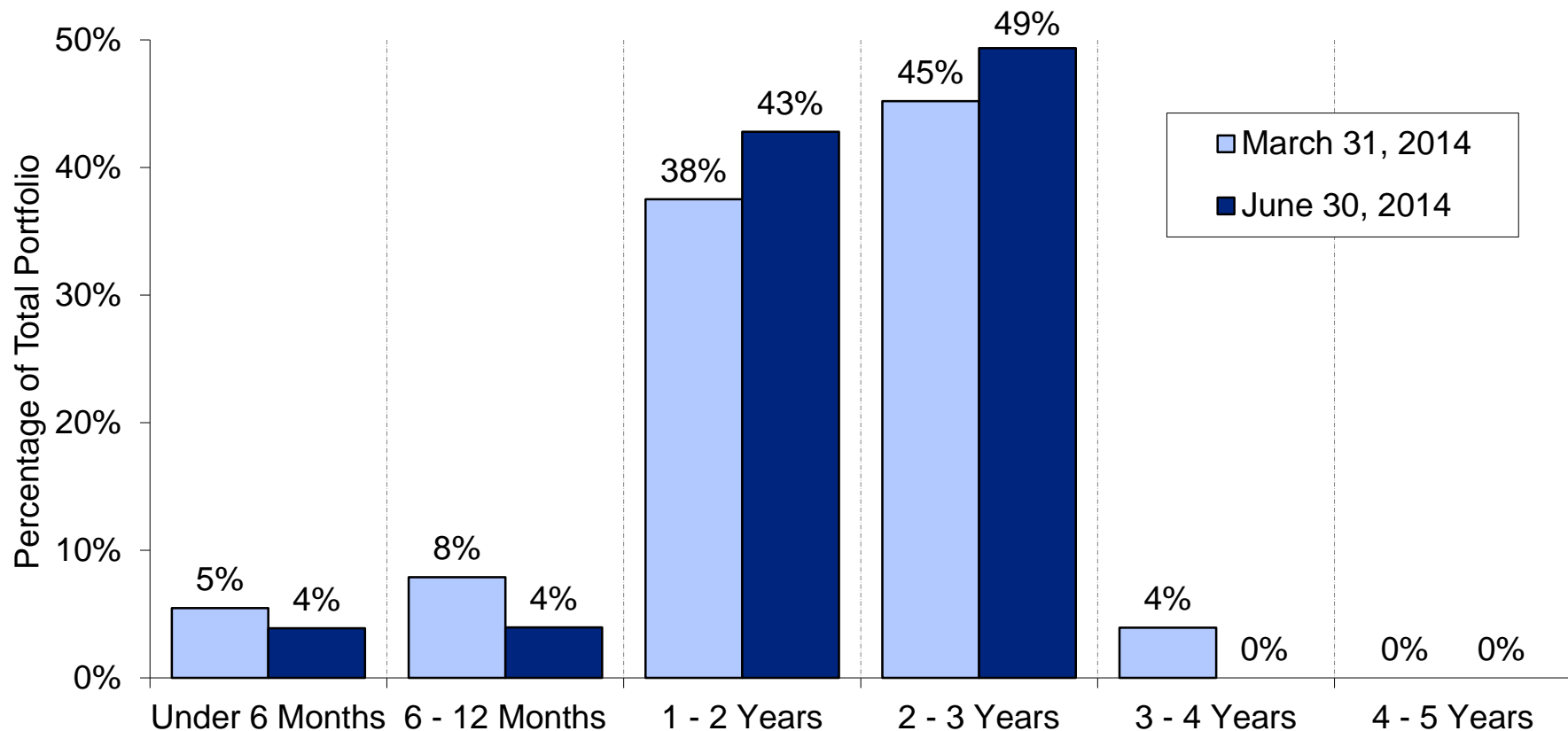
- The portfolio comprises securities of high credit quality.



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- As of June 30, 2014.
  - Ratings by Standard & Poor's.

# Portfolio Characteristics: Maturity Distribution

- We maintained our conservative duration position and let 4% of the portfolio shorten into the 2-3 year maturity range.



• Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

# Third Quarter 2014 Investment Outlook and Strategy

- In the third quarter of 2014, the Fed's monthly bond purchases will be less than half what they were in the third quarter of 2013.
  - That reduction in demand and consequential rise in risk premium, along with continued improvement in the labor market, should nudge yields higher.
- Credit spreads should remain more or less stable as demand for high-quality investments exceeds supply. Since we do not expect spreads to widen, corporate notes remain an attractive option.
  - Any potential spread widening would likely be viewed as a buying opportunity rather than a reason to sell.
  - Conversely, further rallies may provide a chance to sell individual names and lock in profits.
- Economists expect economic growth in the second half of the year to be stronger than the first half of 2014.
  - Economists are uncertain about the pace of the recovery. Some economists expect a slow rebound from the -2.9% start to 2014, while others expect GDP to gain traction and reach or exceed 3.0%.
  - We believe that economic growth will speed up in the second half of 2014; therefore, we will stay defensively positioned because higher GDP growth could fuel rising rates.



## Managed Account Detail of Securities Held

For the Month Ending **June 30, 2014**

### CITY OF ANTIOCH, CA

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
<b>U.S. Treasury Bond / Note</b>											
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	2,372.41	329,756.35	330,611.45
US TREASURY NOTES DTD 08/02/2010 1.750% 07/31/2015	912828NP1	1,740,000.00	AA+	Aaa	09/06/12	09/10/12	1,810,959.38	0.33	12,701.52	1,766,679.92	1,770,042.84
US TREASURY NOTES DTD 11/30/2010 1.375% 11/30/2015	912828PJ3	2,135,000.00	AA+	Aaa	11/29/12	12/05/12	2,199,967.38	0.35	2,486.46	2,165,873.79	2,169,526.95
US TREASURY NOTES DTD 01/31/2011 2.000% 01/31/2016	912828PS3	920,000.00	AA+	Aaa	03/04/14	03/05/14	949,756.25	0.30	7,675.14	944,686.90	944,904.40
US TREASURY NOTES DTD 01/31/2014 0.375% 01/31/2016	912828B41	4,650,000.00	AA+	Aaa	02/04/14	02/07/14	4,655,994.14	0.31	7,273.65	4,654,793.27	4,656,719.25
US TREASURY NOTES DTD 05/02/2011 2.000% 04/30/2016	912828QF0	950,000.00	AA+	Aaa	03/27/13	03/28/13	997,277.34	0.38	3,201.09	978,077.93	977,980.35
US TREASURY NOTES DTD 06/02/2014 0.375% 05/31/2016	912828WM8	2,800,000.00	AA+	Aaa	06/02/14	06/03/14	2,799,562.50	0.38	889.34	2,799,579.27	2,797,485.60
US TREASURY NOTES DTD 06/17/2013 0.500% 06/15/2016	912828VG2	260,000.00	AA+	Aaa	04/08/14	04/11/14	259,969.53	0.51	56.83	259,972.80	260,325.00
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	2,200,000.00	AA+	Aaa	05/10/13	05/15/13	2,394,218.75	0.41	194.29	2,324,337.11	2,322,203.13
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	2,950,000.00	AA+	Aaa	05/22/13	05/24/13	3,204,783.20	0.44	260.53	3,114,442.59	3,113,863.28
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	3,300,000.00	AA+	Aaa	05/24/13	05/31/13	3,574,570.31	0.53	291.44	3,478,396.61	3,483,304.69
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	1,100,000.00	AA+	Aaa	08/29/13	08/30/13	1,106,015.63	0.82	3,676.63	1,104,353.22	1,111,343.20
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	4,000,000.00	AA+	Aaa	02/27/14	03/03/14	4,050,468.75	0.49	13,369.57	4,043,896.84	4,041,248.00
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	2,385,000.00	AA+	Aaa	10/31/13	11/01/13	2,403,446.48	0.62	1,767.57	2,399,499.89	2,399,719.92



## Managed Account Detail of Securities Held

For the Month Ending **June 30, 2014**

### CITY OF ANTIOCH, CA

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
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	3,110,000.00	AA+	Aaa	11/27/13	12/03/13	3,136,726.56	0.58	2,304.88	3,131,612.45	3,129,194.53
US TREASURY NOTES DTD 03/31/2012 1.000% 03/31/2017	912828SM3	540,000.00	AA+	Aaa	03/19/14	03/21/14	541,244.53	0.92	1,357.38	541,131.53	543,206.52
US TREASURY NOTES DTD 05/31/2012 0.625% 05/31/2017	912828SY7	2,800,000.00	AA+	Aaa	06/02/14	06/03/14	2,784,468.75	0.81	1,482.24	2,784,861.91	2,781,405.20
<b>Security Type Sub-Total</b>		<b>36,165,000.00</b>					<b>37,206,528.11</b>	<b>0.49</b>	<b>61,360.97</b>	<b>36,821,952.38</b>	<b>36,833,084.31</b>
<b>Municipal Bond / Note</b>											
METRO WTR DIST AUTH, CA TXBL 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	1,771.00	575,000.00	575,000.00
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.528% 05/15/2015	91412GSW6	230,000.00	AA	Aa2	09/26/13	10/02/13	230,000.00	0.53	155.17	230,000.00	230,315.10
METRO WTR DIST AUTH, CA TXBL 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	1,060.88	225,000.00	226,300.50
CA ST DEPT OF WATER TXBL 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	270.83	500,000.00	500,985.00
CA ST TXBL GO BONDS DTD 03/27/2013 1.050% 02/01/2016	13063BN73	550,000.00	AA-	A1	03/13/13	03/27/13	551,859.00	0.93	2,406.25	551,039.93	553,965.50
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	135,000.00	AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	156.46	135,000.00	135,429.30
CA ST TAXABLE GO BONDS DTD 11/05/2013 1.250% 11/01/2016	13063CFD7	950,000.00	A	Aa3	10/22/13	11/05/13	954,455.50	1.09	1,979.17	953,489.91	959,832.50
<b>Security Type Sub-Total</b>		<b>3,165,000.00</b>					<b>3,171,314.50</b>	<b>0.85</b>	<b>7,799.76</b>	<b>3,169,529.84</b>	<b>3,181,827.90</b>
<b>Federal Agency Bond / Note</b>											



## Managed Account Detail of Securities Held

For the Month Ending **June 30, 2014**

### CITY OF ANTIOCH, CA

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
<b>Federal Agency Bond / Note</b>											
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	3,067.01	1,825,806.78	1,831,265.23
FHLB (CALLABLE) GLOBAL NOTES DTD 12/30/2013 0.375% 12/30/2015	3130A0GK0	1,375,000.00	AA+	Aaa	12/12/13	12/30/13	1,374,587.50	0.39	14.32	1,374,690.90	1,375,173.25
FANNIE MAE GLOBAL NOTES DTD 02/15/2013 0.500% 03/30/2016	3135G0VA8	800,000.00	AA+	Aaa	02/14/13	02/15/13	799,088.00	0.54	1,011.11	799,487.98	801,363.20
FREDDIE MAC GLOBAL NOTES DTD 03/07/2013 0.500% 05/13/2016	3137EADQ9	240,000.00	AA+	Aaa	03/06/13	03/07/13	239,985.60	0.50	160.00	239,991.43	240,103.44
FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135G0CM3	655,000.00	AA+	Aaa	10/01/13	10/03/13	664,674.35	0.75	2,115.10	662,282.09	664,608.85
FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135G0CM3	970,000.00	AA+	Aaa	10/01/13	10/03/13	984,555.92	0.74	3,132.29	980,956.24	984,229.90
FEDERAL HOME LOAN BANKS (CALLABLE) DTD 03/27/2014 1.625% 03/27/2017	3130A1CR7	1,310,000.00	AA+	Aaa	04/02/14	04/04/14	1,324,396.90	1.25	5,558.40	1,320,853.22	1,323,734.04
<b>Security Type Sub-Total</b>		<b>7,175,000.00</b>					<b>7,214,418.05</b>	<b>0.67</b>	<b>15,058.23</b>	<b>7,204,068.64</b>	<b>7,220,477.91</b>
<b>Corporate Note</b>											
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 01/09/2012 2.150% 01/09/2015	36962G5M2	865,000.00	AA+	A1	05/23/12	05/29/12	874,419.85	1.72	8,885.47	866,918.92	873,520.25
WELLS FARGO & COMPANY DTD 06/27/2012 1.500% 07/01/2015	94974BFE5	750,000.00	A+	A2	03/26/13	03/28/13	762,978.08	0.73	5,625.00	755,774.09	758,458.50
WELLS FARGO & COMPANY DTD 06/27/2012 1.500% 07/01/2015	94974BFE5	750,000.00	A+	A2	03/27/13	03/28/13	762,757.50	0.74	5,625.00	755,676.45	758,458.50
JPMORGAN CHASE & CO GLOBAL NOTES DTD 10/18/2012 1.100% 10/15/2015	46623EJR1	650,000.00	A	A3	10/15/12	10/18/12	649,733.50	1.11	1,509.44	649,884.06	652,701.40
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	425,000.00	A+	A1	10/18/12	10/25/12	424,562.25	0.73	561.94	424,807.16	426,351.50
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	640,000.00	A+	A1	12/17/12	12/20/12	638,067.20	0.81	846.22	639,103.31	642,035.20





## Managed Account Detail of Securities Held

For the Month Ending **June 30, 2014**

### CITY OF ANTIOCH, CA

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
<b>Corporate Note</b>											
WAL-MART STORES INC GLOBAL NOTES DTD 04/11/2013 0.600% 04/11/2016	931142DE0	400,000.00	AA	Aa2	04/04/13	04/11/13	399,716.00	0.62	533.33	399,831.08	400,780.40
APPLE INC GLOBAL NOTES DTD 05/03/2013 0.450% 05/03/2016	037833AH3	380,000.00	AA+	Aa1	04/30/13	05/03/13	379,312.20	0.51	275.50	379,577.19	379,191.74
TOYOTA MOTOR CREDIT CORP DTD 05/17/2013 0.800% 05/17/2016	89236TAL9	725,000.00	AA-	Aa3	05/14/13	05/17/13	724,702.75	0.81	708.89	724,813.12	728,993.30
GENERAL ELEC CAP CORP (FLOATING) DTD 07/12/2013 0.877% 07/12/2016	36962G7A6	1,330,000.00	AA+	A1	07/09/13	07/12/13	1,330,000.00	0.93	2,527.37	1,330,000.00	1,342,072.41
WELLS FARGO & COMPANY DTD 07/29/2013 1.250% 07/20/2016	94974BFL9	1,025,000.00	A+	A2	07/22/13	07/29/13	1,024,016.00	1.28	5,730.03	1,024,316.42	1,033,848.83
BERKSHIRE HATHAWAY FIN GLOBAL NOTES DTD 08/15/2013 0.950% 08/15/2016	084664BX8	930,000.00	AA	Aa2	08/06/13	08/15/13	929,507.10	0.97	3,337.67	929,649.88	934,991.31
AMERICAN HONDA FINANCE GLOBAL NOTES DTD 10/10/2013 1.125% 10/07/2016	02665WAB7	585,000.00	A+	A1	10/03/13	10/10/13	582,964.20	1.24	1,535.63	583,450.78	588,439.80
JPMORGAN CHASE & CO DTD 02/18/2014 1.350% 02/15/2017	46623EJY6	1,000,000.00	A	A3	02/12/14	02/18/14	999,500.00	1.37	4,987.50	999,560.46	1,003,552.00
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AM2	1,700,000.00	AA+	Aa1	04/29/14	05/06/14	1,699,099.00	1.07	2,727.08	1,699,144.32	1,702,295.00
JOHN DEERE CAPITAL CORP NOTES DTD 06/12/2014 1.125% 06/12/2017	24422ESN0	1,065,000.00	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	632.34	1,064,508.13	1,067,257.80
HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	565,000.00	A+	A2	06/16/14	06/23/14	564,141.20	1.35	163.22	564,147.45	566,289.33
<b>Security Type Sub-Total</b>		<b>13,785,000.00</b>					<b>13,809,976.28</b>	<b>1.05</b>	<b>46,211.63</b>	<b>13,791,162.82</b>	<b>13,859,237.27</b>
<b>Certificate of Deposit</b>											
CREDIT SUISSE NEW YORK CERT DEPOS (FLOAT DTD 07/15/2013 0.626% 01/15/2015	22549TDK1	1,700,000.00	A-1	P-1	07/11/13	07/15/13	1,700,000.00	0.68	2,277.84	1,700,000.00	1,701,824.10



**Managed Account Detail of Securities Held**

For the Month Ending **June 30, 2014**

**CITY OF ANTIOCH, CA**

<b>Security Type/Description Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Certificate of Deposit</b>											
SKANDINAVISKA ENSKILDA BY NY FLOAT CD DTD 01/10/2014 0.552% 01/04/2016	83051HUD6	1,700,000.00	A-1	P-1	01/07/14	01/10/14	1,700,000.00	0.56	2,208.04	1,700,000.00	1,701,779.90
WESTPAC BANKING CORP NY LT FLOAT CD DTD 04/17/2014 0.406% 04/15/2016	96121TWF1	1,350,000.00	A-1+	P-1	04/16/14	04/17/14	1,350,000.00	0.41	1,142.86	1,350,000.00	1,351,917.00
RABOBANK NEDERLAND NV NY CD DTD 05/13/2014 0.716% 05/06/2016	21684BPV0	1,700,000.00	A-1+	P-1	05/09/14	05/13/14	1,700,000.00	0.71	1,623.50	1,700,000.00	1,693,055.50
BANK OF NOVA SCOTIA HOUS CD FLOAT DTD 06/13/2014 0.410% 06/10/2016	06417HMU7	1,350,000.00	A+	Aa2	06/11/14	06/13/14	1,349,184.60	0.28	276.62	1,349,204.76	1,350,445.50
<b>Security Type Sub-Total</b>		<b>7,800,000.00</b>					<b>7,799,184.60</b>	<b>0.54</b>	<b>7,528.86</b>	<b>7,799,204.76</b>	<b>7,799,022.00</b>
<b>Managed Account Sub-Total</b>		<b>68,090,000.00</b>					<b>69,201,421.54</b>	<b>0.64</b>	<b>137,959.45</b>	<b>68,785,918.44</b>	<b>68,893,649.39</b>
<b>Securities Sub-Total</b>		<b>\$68,090,000.00</b>					<b>\$69,201,421.54</b>	<b>0.64%</b>	<b>\$137,959.45</b>	<b>\$68,785,918.44</b>	<b>\$68,893,649.39</b>
<b>Accrued Interest</b>											<b>\$137,959.45</b>
<b>Total Investments</b>											<b>\$69,031,608.84</b>

**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.**

**July 22, 2014  
Council Chambers**

**6:30 P.M. - CLOSED SESSION**

1. **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Section is authorized by California Government Code Section 54957.6. City designated representatives: Michelle Fitzer, Denise Haskett, and Glenn Berkheimer; Employee organizations: Management Unit
  
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property Owner: Charles and Donna Scotto; Property Address – 415 O Street, Antioch CA; Agency Negotiators – City Manager, Public Works Director/City Engineer and City Attorney

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, Direction was given to the Labor Negotiator and **#2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, and; Direction was given to Real Property Negotiators.

Mayor Harper called the meeting to order at 7:02 P.M., and City Clerk Simonsen called the roll.

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

**PLEDGE OF ALLEGIANCE**

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

**PROCLAMATIONS**

*In Honor of the 4th of July Committee*

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the Council unanimously approved the Proclamation.

The City Council thanked the committee members for bringing a successful event to the community.

The committee members encouraged the community to become involved and thanked everyone who participated and sponsored the event.

The City Council presented the proclamation to the 4<sup>th</sup> of July Committee.

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

Candy Duperroir, Victory Outreach Church of Antioch, invited the community to participate in a Stop the Violence March at 9:00 A.M. on July 26, 2014 beginning at "A" and 10<sup>th</sup> Streets.

Mayor Harper stated he had met with the pastor at Victory Outreach and they were planning another event at Contra Loma Park, in September.

Councilmember Rocha urged those participating in the march to temper the sound for residents in the area. She announced a Save the Delta Rally would be held in Sacramento at 11:30 A.M. on July 29, 2014, and bus transportation was available. She announced a community baby shower would be held from 9:00 A.M. – 3:00 P.M. on August 2, 2014 at Grace Bible Fellowship.

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

City Clerk Simonsen reported there had been a resignation from the Park and Recreation Commission and he was awaiting direction from Mayor Harper to announce the opening. He announced November 4, 2014 was the General Election and two City Council seats were up for election. He noted nomination papers could be taken out from July 14, 2014 to August 8, 2014 at 5:00 P.M., however, if one of the two incumbents did not apply for re-election, the filing deadline would be extended to August 13, 2014 at 5:00 P.M. Contact information was provided.

## **PRESENTATION**

Captain Orman reported Chief Cantando was recovering from surgery and regretted not being present to make the presentation this evening. He stated the Chief was concerned over the perception of Antioch in the media and the facts presented this evening would be a clear picture of what was occurring in the community. He gave a presentation of the Police Statistics for Year 2013 including the following information:

- Part 1 Crime Statistics
- Bureau of Support Services
- Bureau of Field Services
- Current Staffing Levels
- New Developments

The Council thanked Captain Orman for the presentation and thanked the Antioch Police for protecting citizens of the City. They stated they were pleased the City increased their commitment with other agencies.

City Manager Duran reported he had authorized overtime for the Police Department and noted adjustments could be made to the budget through salary savings until the City netted new officers.

Captain Orman urged residents to report suspicious behavior and utilize the tip soft program.

Councilmember Rocha suggested the City work with the School District on grant funding for recreational activities in the Sycamore neighborhood.

Roberta Hayms, Antioch resident, stated she respected the Antioch Police; however she was confused with the numbers being reported. She thanked the City Council for dedicating Measure C funds for public safety and spoke to the need for increasing the staffing levels at the Police Department.

Will Leroy, Antioch resident, stated the crime issue was a result of the City building so many low income communities. He questioned what the City owed in police pensions.

## **PUBLIC COMMENTS**

Mayor Harper announced that since there were a large number of speaker cards submitted for Public Comment, the speakers would be given a two (2) minute time limit.

Marcie Arnold, Antioch resident, reported she owned the property at 211 19<sup>th</sup> Street and they were attempting to resolve the problems resulting from the homeless encampment in the area.

Ken Turnage, Antioch resident, stated he respected the Police Department. He reported criminal behavior occurred regularly on East 18<sup>th</sup> Street and he expressed concern that innocent people would become victims.

Martha Goracka, Antioch resident, stated she was disappointed in the Request for Qualifications and Proposals for the development of City owned parcels in downtown Antioch. She spoke to the importance of community input and offered to provide an experienced volunteer moderator to listen to the community.

Joette Bright, Antioch resident, urged the City Council to consider community input prior to approving the Request for Qualifications and Proposals for the development of City owned parcels in downtown Antioch.

Joy Motts, Antioch resident, expressed concern for the action of the Council regarding the Request for Qualifications and Proposals for the development of City owned parcels in downtown Antioch. She urged Council to delay the process and follow through with their commitment to the community for a transparent and inclusive process. She presented petitions signed by individuals requesting the City reconsider the proposal until a Public Hearing was held and a complete plan is developed.

Dick Augusta, Antioch resident, requested the City Council oppose building a condominium project on the City owned parcels in downtown Antioch and suggested a park be developed on the parcels. Additionally, he suggested the Council consider maintaining the theater, if they proceed with the demolition of the Nick Rodriguez Center.

Lee Ballesteros, The Drama Factory, stated the performance art center could play an integral part in the development of downtown and coupled with a park, would revitalize downtown businesses more effectively than a residential development. She requested the City Council allow public input in the process.

Susan Myers, The Drama Factory, read and submitted a letter from Antioch resident John Ballesteros, regarding development of downtown Antioch.

William Dee, APOA President, discussed crime statistics and staffing levels for the Antioch Police Department. He stated additional staffing was paramount to have a long term effect in reducing violent crime in the City.

Connie Komar, Antioch resident, stated her property would be directly impacted by the development on the City-owned parcels in Rivertown. She requested they City involve her in the planning process and consider their opinions.

Susan Welch, Antioch resident, expressed concerned citizens had not been consulted with regards to the Request for Qualifications and Proposals for the development of City owned parcels in downtown Antioch. She requested the citizens be allowed to give input throughout the entire process for the development of the property.

Frank Sterling, Antioch resident, suggested the City-owned parcels be developed as a recreational space for the entire community and suggested the City allow for community input prior to development of the parcels. He suggested if the Senior Center were demolished, theater replacement be included in the plans.

Stephanie Sterling, stated she was in agreement with previous comments regarding the City-owned properties in downtown. Speaking on behalf of the Riverview Lodge, she questioned why public restrooms were not opened and maintained in downtown Antioch. She stated if she, the restaurant, was expected to provide restroom facilities for the public, they felt they should not have to pay the City for spaces that overlook the river.

Roger Burton, Antioch resident, stated he had attempted to contact the City's Assistant Finance Director who had failed to return his calls. He questioned why the City eliminated the number of days and gallons per day columns, on water bills.

Mayor Harper requested Mr. Burton leave his contact information with City Manager Duran.

Katie Cook, Antioch resident, spoke in support of developing the City-owned parcels in rivertown for recreational use and urged Council to consult residents with regards to what they would like to be developed in the area.

Danny Hicks, Bay Point resident, read a letter from an individual who was in support of maintaining the Performance Arts Center in downtown Antioch.

Laura Dreisbach stated she was opposed to the possible demolition of the Nick Rodriguez Theater and urged the Council to consider input from residents for alternative plans for redevelopment of the downtown Antioch area.

Claryssa Wilson and Abiola Onadele, representing the East County NAACP Youth Council, requested Council and community support for their Knowledge is Power candlelight vigil and rally.

Mayor Harper stated he had received written comment from Maxine Smith expressing concerns for a homeless encampment on West 5<sup>th</sup> Street.

Cheyenne Young, Antioch resident, spoke in opposition to the demolition of the Nick Rodriguez Center.

### **COUNCIL SUBCOMMITTEE REPORTS**

Councilmember Wilson reported on her attendance at the Mello Roos committee meeting.

### **MAYOR'S COMMENTS**

Mayor Harper stated the downtown item was not on the agenda this evening; therefore Council could not discuss the item. He stated he would be asking Council to agendize the communication plan for the development of downtown.

Councilmember Rocha stated it was important to communicate the phases of development and noted the Council would listen to input from the residents.

Mayor Harper declared a recess at 8:34 P.M. The meeting reconvened at 8:46 P.M. with all Councilmembers present with the exception of Councilmember Agopian who was absent.

### **1. COUNCIL CONSENT CALENDAR**

#### **A. APPROVAL OF COUNCIL MINUTES FOR JUNE 24, 2014**

#### **B. APPROVAL OF COUNCIL WARRANTS**

#### **C. APPROVAL OF TREASURER'S REPORT FOR MAY 2014**

#### **D. REJECTION OF CLAIM**

- 1. Christian LeBaron 14/15-2178 (personal injury)**

#### **E. AWARD OF AGREEMENT FOR RENTAL OF CHRISTMAS TREE LOT LOCATED AT DELTA FAIR AND CENTURY BOULEVARDS**

- 
- F. RESPONSE TO GRAND JURY LETTER: "TRAINING PERSONNEL IN REPORTING CHILD ABUSE" (REPORT 1403)
  - G. RESPONSE TO GRAND JURY LETTER: "PUBLIC RECORDS REQUEST ACT" (REPORT 1405)
  - H. RESOLUTION NO. 2014/62 APPROVING COMPREHENSIVE CLASSIFICATION PLAN UPDATES FOR THE ANTIOCH POLICE OFFICERS' ASSOCIATION (APOA) BARGAINING UNIT
  - I. RESOLUTION NO. 2014/63 APPROVING THE POLICE TRAINEE CLASS SPECIFICATION
  - J. BAY DELTA CONSERVATION PLAN (BDCP) DRAFT ENVIRONMENTAL IMPACT REPORT/ ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) AND BDCP DRAFT IMPLEMENTING AGREEMENT COMMENT LETTERS
  - K. CONSIDERATION OF BIDS FOR THE COUNTRY HILLS DRIVE SANITARY SEWER MAIN REHABILITATION (P.W. 545-1)
  - L. CONSIDERATION OF BIDS FOR THE MAINTENANCE SERVICE CENTER FUELING SYSTEM IMPROVEMENTS (P.W. 143-Q)
  - M. RESOLUTION NO. 2014/64 AND RESOLUTION NO. 2014/65 AUTHORIZING THE FILING OF A GRANT APPLICATION TO MTC REQUESTING AN ALLOCATION OF THE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 1 PROJECT FUNDS FOR THE INSTALLATION OF CURB RAMPS IN THE DELTA ESTATES AREA AROUND TURNER SCHOOL
  - N. RESOLUTION NO. 2014/66 AND RESOLUTION NO. 2014/67 OF LOCAL SUPPORT AND RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION TO MTC REQUESTING AN ALLOCATION OF THE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 1 PROJECT FUNDS FOR THE INSTALLATION OF THE TRAFFIC SIGNAL AT WILD HORSE ROAD AND FOLSOM DRIVE
  - O. RESOLUTION NO. 2014/68 AND RESOLUTION NO. 2014/69 OF LOCAL SUPPORT AND RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION TO MTC REQUESTING AN ALLOCATION OF THE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 1 PROJECT FUNDS FOR THE INSTALLATION OF THE TRAFFIC SIGNAL AT CONTRA LOMA BOULEVARD AND LONGVIEW ROAD
  - P. RESOLUTION NO. 2014/70 ACCEPTING WORK AND AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE CAMBRIDGE BOOSTER PUMPING STATION UPGRADES (P.W. 365-T3)



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

**Q. APPROVAL OF SUCCESSOR AGENCY WARRANTS**

**R. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar with the exception of Item J, which was removed for further discussion.

**Item J** – Public Works Director/City Engineer Bernal presented the staff report dated July 15, 2015 recommending the City Council receive and file the report.

Will Leroy, Antioch resident, discussed the potential impacts from the Bay Delta Conservation Plan and stated due to the importance of the issue, he would suggest future discussions be placed on the regular agenda.

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the Council unanimously approved Item J.

**PUBLIC HEARING**

- 3. PDP-14-02 – RIALTO PLACE PRELIMINARY DEVELOPMENT PLAN – SPPI-SOMERSVILLE REQUESTS THE REVIEW OF A PRELIMINARY DEVELOPMENT PLAN, WHICH IS NOT AN ENTITLEMENT, FOR THE DEVELOPMENT OF 93 SINGLE FAMILY HOMES AND A SELF STORAGE COMPLEX ON APPROXIMATELY 21.29 ACRES. THE PLANNING COMMISSION PROVIDED DIRECTION AND FEEDBACK AT A PUBLIC HEARING ON JUNE 18, 2014. THE PROJECT SITE IS LOCATED ON SOMERSVILLE ROAD APPROXIMATELY 1,200 FEET NORTH OF THE INTERSECTION OF SOMERSVILLE ROAD AND JAMES DONLON BOULEVARD. (APNS 076-010-030, -031, -032, AND -034)**

Senior Planner Gentry presented the staff report dated July 17, 2014 recommending the City Council provide feedback to the applicant and staff regarding the proposal and provide direction to the applicant for the Final Development Plan submittal.

Mayor Harper opened the public hearing.

Louis Parsons, representing A.D. Seeno Construction Company, stated he read the staff report and looked forward to any feedback from the City Council on their proposal. He stated they would explore dual use for the water retention areas. He noted they were aware of studies that needed to be completed based on the projects proximity to the landfill.

Kerry Motts, Antioch Planning Commissioner, suggested the City Council consider expanding the sidewalk on the west side of Somersville Road, into a class one trail.

Nancy Fernandez stated she was opposed to the preliminary development plans for the Rialto and Sorrento Village Subdivisions based on the projects close proximity to the former landfill. Additionally, she was opposed to any extension of Sequoia Drive into the development area.

Mayor Harper closed the public hearing.

Mayor Harper requested the monitoring wells be included in the environmental studies for the project and suggested the applicant consider extending the trail along Somerville Road.

Councilmember Wilson expressed concern for building a residential project in an area where there was soil contamination and questioned if the applicant would disclose the issue to potential buyers.

Councilmember Rocha expressed concern regarding the contamination of the soil and stated she was opposed to a self storage facility in such a visible area.

Councilmember Tiscareno voiced his concern for the contamination of the soil and stated if the contamination could be properly mitigated, he would consider the proposal.

**4. PDP-14-01 – SORRENTO VILLAGE PRELIMINARY DEVELOPMENT PLAN – ALBERT D. SEENO CONSTRUCTION COMPANY REQUESTS THE REVIEW OF A PRELIMINARY DEVELOPMENT PLAN, WHICH IS NOT AN ENTITLEMENT, FOR THE DEVELOPMENT OF 93 SINGLE FAMILY HOMES ON APPROXIMATELY 20.24 ACRES. THE PLANNING COMMISSION PROVIDED DIRECTION AND FEEDBACK AT A PUBLIC HEARING ON JUNE 18, 2014. THE PROJECT SITE IS LOCATED AT THE INTERSECTION OF JAMES DONLON BOULEVARD AND PINTAIL DRIVE ON THE NORTH SIDE OF JAMES DONLON BOULEVARD. (APNS 076-021-010, -011, AND -013)**

Senior Planner Gentry presented the staff report dated July 17, 2014 recommending the City Council provide feedback to the applicant and staff regarding the proposal and provide direction to the applicant for the Final Development Plan submittal.

Mayor Harper opened the Public Hearing.

Louis Parsons, representing A.D. Seeno Construction Company, reported the purpose of changing the land use designation was to make it consistent with development in the area. He stated they understood the concerns of the Council with regards to possible contamination related to the former landfill site. He stated houses would be in the 2400-2500 square foot range, with the single story slightly less due to buildable area.

Mayor Harper closed the Public Hearing.

Councilmember Rocha requested staff research whether there was a buffer designated for the former landfill property.

The Council agreed concerns for the Sorrento Village project were the same as concerns stated for the Rialto Place project.

## **COUNCIL REGULAR AGENDA**

### **5. FIRST AMENDMENT TO THE OUT OF AGENCY SERVICES AND PROJECT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND NRG FOR THE MARSH LANDING GENERATING STATION (MLGS)**

City Manager Duran presented the staff report dated July 15, 2014 recommending the City Council adopt the resolution approving the First Amendment to the Out of Agency Service and Project Agreement between the City of Antioch and NRG for the Marsh Landing Generating Station (MLGS) and authorize the City Manager to execute the First Amendment with language substantially similar to the proposed language.

#### **RESOLUTION NO. 2014/71**

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council unanimously adopted the resolution approving the First Amendment to the Out of Agency Service and Project Agreement between the City of Antioch and NRG for the Marsh Landing Generating Station (MLGS) and authorized the City Manager to execute the First Amendment with language substantially similar to the proposed language.

### **6. BINGO HALLS AND BINGO OPERATIONS URGENCY ZONING ORDINANCE**

Senior Planner Gentry presented the staff report dated July 7, 2014 recommending the City Council adopt an interim urgency zoning ordinance prohibiting the issuance of permits, licenses or approvals for construction, establishment or operation of any new bingo halls or bingo operations, or the expansion of current bingo operations, within the City of Antioch on an interim basis pending consideration of amendments to Title 5, Chapter 15 and Title 9 of the Antioch Municipal Code for a period of forty-five days and declaring the urgency thereof (four-fifths (4/5th) vote required).

Barbara Davis, Oakland resident, speaking with regards to their application, listed the donations they had made from revenue generated through Bingo operations and noted all funds received were given back to the City through non-profit organizations.

Leona Greenlow-Turner, representing It Takes A Village Development Center, discussed the positive aspects of the Bingo hall. She noted they would provide their own security and would contribute to the community through funds raised by Bingo.

Al Davis, representing It Takes A Village Development Center, stated Bingo was a lifeline of help and support to underserved communities. He stated they would employ five (5) professional armed guards and have surveillance cameras throughout the facility. He urged the Council to reconsider their proposal.

Eugene Ross, representing It Takes A Village Development Center and property management, discussed the need for businesses in the East 18<sup>th</sup> Street area and spoke in support of the development application for the Bingo hall operation. He urged the City to consider excluding current applications from the urgency ordinance.

Bob Gibson, Planet Bingo representing It Takes A Village Development Center, informed the Council that Bingo hall business were highly regulated. He noted the applicant was a 501c(3) and profits would be directly passed on to charity. He urged the Council to approve the proposal under the City's current regulations.

In response to Councilmember Rocha, Mr. Davis clarified the Executive Director, accountants, and consultants would be business expenses and the managers, callers, and security personnel would receive salaries.

In response to Mayor Harper, Mr. Davis stated he chose Antioch as the location for his business to provide alternative funding sources for the City.

Councilmember Rocha expressed concern the Bingo hall would be a profit business and would be similar to a casino.

Senior Planner Gentry read from the state penal code which indicted those operating bingo halls, shall not receive a profit, wage or salary from any Bingo game.

Captain Orman stated once the Bingo hall was opened, it would be difficult to close the business and the Antioch Police Department did not have the resources to monitor the business.

Councilmember Tiscareno spoke in support of the urgency ordinance to allow the City time to address the potential issues.

Mayor Harper expressed concern the applicant had chosen Antioch as a depressed area and questioned how the business would improve Antioch.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the Council unanimously adopted an interim urgency zoning ordinance prohibiting the issuance of permits, licenses or approvals for construction, establishment or operation of any new bingo halls or bingo operations, or the expansion of current bingo operations, within the City of Antioch on an interim basis pending consideration of amendments to Title 5, Chapter 15 and Title 9 of the Antioch Municipal Code for a period of forty-five days and declaring the urgency thereof.

## **7. BUSINESS LICENSE ORDINANCE AMENDMENTS**

City Attorney Nerland presented the staff report dated July 16, 2014 recommending the City Council approve a: 1) Motion to read the ordinance by title only; and 2) Motion to introduce an ordinance amending Sections 3-1.108 and 3-1.209; adding Sections 3-1.129, 3-1.130, 3-1.131 and 3-1.132; and renumbering Sections 3-1.231 and 3-1.232 to Chapter 1, "Business Licensing," of Title 3 of the Antioch Municipal Code to address apportionment and other administrative and enforcement provisions under the business license ordinance.

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the Council unanimously 1) Motioned to read the ordinance by title only; and 2) Motioned to introduce an ordinance amending Sections 3-1.108 and 3-1.209; adding Sections 3-1.129, 3-1.130, 3-1.131 and 3-1.132; and renumbering Sections 3-1.231 and 3-1.232 to Chapter 1, "Business Licensing," of Title 3 of the Antioch Municipal Code to address apportionment and other administrative and enforcement provisions under the business license ordinance.

## **PUBLIC COMMENTS**

Mayor Harper announced he had received four (4) written comments in consideration of the RFP of the Nick Rodriguez Community Center & Theatre. He noted the letters received would be entered into the public record.

## **STAFF COMMUNICATIONS**

City Manager Duran commended City Engineer Bernal and Administrative Services Director Fitzer for alternating as Acting City Manager, in his absence.

## **COUNCIL COMMUNICATIONS**

Councilmember Wilson requested the City Manager reach out to organizations that have drop off donation areas and urge them to maintain those areas.

Councilmember Rocha requested City Manager Duran develop a team to address dumping on the main entry points in Antioch. She thanked code enforcement for addressing the homeless encampment by the train station.

Councilmember Tiscareno acknowledged volunteers who helped to clean up Antioch. He encouraged residents to participate in Neighborhood Watch and volunteer. He reported on his attendance at the Police Activity League (PAL) Junior Giants program.

At the request of Mayor Harper and with concurrence of Council, City Manager Duran stated he would agendize the communication plan for the RFP and RFQ process.

Mayor Harper announced National Night Out was on August 5, 2014 from 6:00 P.M. – 9:00 P.M. He noted the Council was concerned for crime occurring in Antioch and the Council was committed to addressing the issues.

**ADJOURNMENT**

With no further business, Mayor Harper adjourned the meeting at 10:01 P.M. to the next regular Council meeting on August 12, 2014.

Respectfully submitted:

*Kitty Eiden*  
KITTY EIDEN, Minutes Clerk

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**100 General Fund**

***Non Departmental***

351843 ALBERTSONS	DEPOSIT REFUND	27,000.00
351850 ANTIOCH CHURCH FAMILY	DEPOSIT REFUND	500.00
351852 ANTIOCH NISSAN	DEPOSIT REFUND	2,590.00
351857 AUTO ZONE	DEPOSIT REFUND	3,533.00
351858 AVIS BUDGET	DEPOSIT REFUND	2,000.00
351859 BAHRAM TEHRANI	DEPOSIT REFUND	233.25
351869 BROWN AND CALDWELL INC	CONSULTING SERVICES	9,753.32
351870 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	2,183.00
351878 CARTER BURGESS	DEPOSIT REFUND	2,000.00
351909 FERNANDEZ, NELLY	DEPOSIT REFUND	500.00
351911 FIRST ASSEMBLY OF GOD	DEPOSIT REFUND	1,000.00
351918 GREEN PETRO	DEPOSIT REFUND	2,060.75
351930 JOHN I ESTERKYN DDS MS	DEPOSIT REFUND	3,750.00
351931 JOHNSON UNITED INC	DEPOSIT REFUND	500.00
351932 KIER AND WRIGHT CIVIL ENGINEERS	DEPOSIT REFUND	1,500.00
351933 KIMLEY HORN AND ASSOCIATES INC	CONSULTING SERVICES	34,435.00
351936 L K TANIMURA	DEPOSIT REFUND	625.00
351939 LILLY CHEN AND ROBERT C K PENG	DEPOSIT REFUND	625.00
351971 PROMOTIONS PLUS SIGN CO INC	DEPOSIT REFUND	1,757.50
351986 STEVEN L EVANS ENTERPRISES	DEPOSIT REFUND	1,021.33
351991 TWIN CREEKS APARTMENTS	DEPOSIT REFUND	1,954.00
351997 VERTICAL SOLUTIONS LLC	DEPOSIT REFUND	2,000.00
351998 VISTA DIABLO MOBILE HOMES	DEPOSIT REFUND	2,000.00
352007 ANTHONY, TRACY	DEPOSIT REFUND	5,297.00
352012 BLACK DIAMOND ELECTRIC INC	DEPOSIT REFUND	5,000.00
352019 CECCHINI, ELLIS	DEPOSIT REFUND	640.00
352023 COOK, JEANINE AND DONALD	DEPOSIT REFUND	48.50
352025 DIVISION OF STATE ARCHITECT	SB 1186 REMITTANCE	295.50
352035 HARRIS, LLOYD	DEPOSIT REFUND	2,324.51
352039 JOHNSON UNITED INC	DEPOSIT REFUND	500.00
352044 MALTBIE, JIM	DEPOSIT REFUND	2,000.00
352046 MISKIC, MATT	DEPOSIT REFUND	1,000.00
352055 PHA TRANSPORTATION CONSULTANTS	TRAFFIC ANALYSIS	3,750.00
352057 SANSOME PACIFIC PROP INC	DEPOSIT REFUND	2,000.00
352060 TAYLOR PROPERTIES	DEPOSIT REFUND	8,621.46
352084 CALIF BLDG STANDARDS COMMISSION	2ND QTR REMITTANCE	1,518.00
352105 DAVIS, PAMELA	BARRICADE REFUND	60.00
352106 DELTA DENTAL	PAYROLL DEDUCTIONS	577.36
352108 DEPT OF CONSERVATION	2ND QUARTER REMITTANCE	2,712.27
352114 ESTRADA, KATHY	DEPOSIT REFUND	60.00
352130 KALER DOBLER CONSTRUCTION	REFUND PERMIT FEES	6,057.38
352194 WALMART	EIR PREP REMAINING BALANCE	70,373.21

***City Council***

351974 PERS	ADMIN FEE	0.19
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Prepared by: Georgina Meek  
 Finance Accounting  
 8/7/2014

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**City Attorney**

351974 PERS	ADMIN FEE	0.18
352042 LEXISNEXIS	ONLINE LEGAL RESEARCH	76.50
352066 XEROX CORPORATION	COPIER USAGE/LEASE	127.96
922359 GALSTAN, WILLIAM R	LEGAL SERVICES	312.50

**City Manager**

203467 DS WATERS OF AMERICA	WATER	41.90
203468 BAY AREA NEWS GROUP	SUBSCRIPTION	38.40
351958 OFFICE MAX INC	OFFICE SUPPLIES	273.45
351974 PERS	ADMIN FEE	0.15
352016 CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	465.00
352063 VERIZON WIRELESS	DATA USAGE	38.01
352066 XEROX CORPORATION	COPIER USAGE/LEASE	127.96

**City Clerk**

351974 PERS	ADMIN FEE	0.19
352066 XEROX CORPORATION	COPIER USAGE/LEASE	127.96

**City Treasurer**

351974 PERS	ADMIN FEE	0.01
352054 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,061.19

**Human Resources**

351861 BANK OF AMERICA	TRAINING	55.00
351972 PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	450.00
351974 PERS	ADMIN FEE	0.22
352034 GOVERNMENTJOBS.COM INC	LICENSE RENEWAL	5,800.00
352066 XEROX CORPORATION	COPIER USAGE/LEASE	371.72

**Economic Development**

352017 CALIF ASSOC FOR ECONOMIC DEV	ANNUAL DUES	670.00
352050 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	2,880.00
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	381.05
352066 XEROX CORPORATION	COPIER USAGE/LEASE	127.96
922339 BERNICK, MICHAEL	PROFESSIONAL SERVICES	3,300.00

**Finance Administration**

351864 BAY AREA NEWS GROUP	LEGAL AD	726.24
351958 OFFICE MAX INC	OFFICE SUPPLIES	47.47
351974 PERS	ADMIN FEE	0.15
352066 XEROX CORPORATION	COPIER USAGE/LEASE	336.57

**Finance Accounting**

203519 RELYCO SALES INC	FREIGHT	56.25
351840 ACCOUNTEMPS	TEMPORARY ACCOUNTING HELP	1,281.00
351876 STATE OF CALIFORNIA	SALES TAX	67.50
351974 PERS	ADMIN FEE	0.57
352071 ACCOUNTEMPS	TEMPORARY ACCOUNTING HELP	854.00

**Finance Operations**

203520 TYLER TECHNOLOGIES	SALES TAX	25.65
351955 NEOPOST	FY14/15 MAINTENANCE CONTRACT	2,809.58
351974 PERS	ADMIN FEE	0.04

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352066 XEROX CORPORATION	COPIER USAGE/LEASE	2,173.94
352068 PROGRESSIVE SOLUTIONS INC	SOFTWARE LICENSE	8,751.35
<b>Non Departmental</b>		
351895 DELTA DIABLO	GOLF COURSE WATER JUN14	12,098.66
351965 PARS	ACTUARIAL SERVICES	5,150.00
351974 PERS	NON ELIGIBLE ADMIN FEE	1,207.53
351999 WAGeworks	ADMIN FEES	150.00
352021 CONTRA COSTA COUNTY	LIBRARY MAINTENANCE	20,810.21
352146 MUNISERVICES LLC	STARS QTR1	250.00
922424 RETIREE	PPPA	1,658.84
<b>Public Works Maintenance Administration</b>		
351956 NEXTEL SPRINT	CELL PHONE	115.10
351974 PERS	ADMIN FEE	0.18
352066 XEROX CORPORATION	COPIER USAGE/LEASE	51.34
<b>Public Works General Maintenance Services</b>		
351974 PERS	ADMIN FEE	0.02
352066 XEROX CORPORATION	COPIER USAGE/LEASE	136.91
<b>Public Works Street Maintenance</b>		
351849 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	229.61
351876 STATE OF CALIFORNIA	SALES TAX	23.67
351956 NEXTEL SPRINT	CELL PHONE	115.10
351974 PERS	ADMIN FEE	0.49
352141 LOWES COMPANIES INC	SUPPLIES	82.80
922345 GRAINGER INC	SUPPLIES	712.85
922412 GRAINGER INC	SUPPLIES	10.05
<b>Public Works-Signal/Street Lights</b>		
351876 STATE OF CALIFORNIA	SALES TAX	37.00
351964 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	233.71
352006 AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	3,471.80
352009 AT AND T MCI	PHONE	1,145.75
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	4,955.91
352064 WESCO RECEIVABLES CORP	SUPPLIES	11,481.34
922362 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,058.96
922430 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	669.74
<b>Public Works-Striping/Signing</b>		
351876 STATE OF CALIFORNIA	SALES TAX	76.91
351903 EAST BAY WELDING SUPPLY	SUPPLIES	16.83
351942 MANERI SIGN COMPANY	STREET SIGNS	37.44
351949 MORGANS HOME & GARDEN	SAND	75.84
351956 NEXTEL SPRINT	CELL PHONE	115.10
351967 PERRY, DENNIS J	SAFETY SHOES REIMBURSEMENT	215.93
351974 PERS	ADMIN FEE	0.45
351979 SHERWIN WILLIAMS CO	SUPPLIES	60.82
352141 LOWES COMPANIES INC	SUPPLIES	17.87
<b>Public Works-Facilities Maintenance</b>		
351876 STATE OF CALIFORNIA	SALES TAX	3.56

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351901 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	240.00
351922 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	13,075.50
351938 LENHART ALARM AND SECURITY	REPAIR SERVICES	548.34
351957 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	100.00
351974 PERS	ADMIN FEE	0.21
351976 REAL PROTECTION INC	FIRE SYSTEM SERVICE	1,374.00
352009 AT AND T MCI	PHONE	96.39
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	8,693.57
352072 ACE HARDWARE, ANTIOCH	SUPPLIES	8.81
352137 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	163.50
352141 LOWES COMPANIES INC	SUPPLIES	268.80
352159 PAUL DAVIS RESTORATION	EMERGENCY BOARD UP	958.29
922412 GRAINGER INC	SUPPLIES	467.93
<b>Public Works-Parks Maint</b>		
351854 APEX GRADING	WEED ABATEMENT	972.00
351876 STATE OF CALIFORNIA	SALES TAX	78.68
351882 COMMERCIAL PUMP SERVICE	IRRIGATION PUMP REPAIR	799.47
351896 DELTA FENCE CO	FENCE REPAIR	3,237.00
351944 MIRACLE PLAY SYSTEMS INC	PLAYGROUND REPAIR PARTS	3,841.22
351962 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	41,057.17
351964 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	128.93
351974 PERS	ADMIN FEE	0.07
352009 AT AND T MCI	PHONE	169.14
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	621.67
922349 JOHN DEERE LANDSCAPES PACHECO	VALVE REPLACEMENTS	2,436.41
<b>Public Works-Median/General Land</b>		
351854 APEX GRADING	WEED ABATEMENT	1,500.00
351876 STATE OF CALIFORNIA	SALES TAX	0.44
351964 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	60.52
351974 PERS	ADMIN FEE	0.10
352009 AT AND T MCI	PHONE	340.62
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,520.88
352072 ACE HARDWARE, ANTIOCH	PVC FITTINGS	6.43
352151 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	576.00
352154 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	4,285.00
352184 STEWARTS TREE SERVICE INC	TREE TRIMMING SERVICES	4,200.00
922349 JOHN DEERE LANDSCAPES PACHECO	VALVE REPAIR KITS	738.56
<b>Public Works-Work Alternative</b>		
351876 STATE OF CALIFORNIA	SALES TAX	3.78
351956 NEXTEL SPRINT	CELL PHONE	97.79
351974 PERS	ADMIN FEE	0.07
<b>Police Administration</b>		
203240 SAFEWAY STORES	MEETING EXPENSE	23.70
203408 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	22.50
351863 BANK OF AMERICA	REGISTRATION	366.90
351868 BITTNER, DESMOND D	EXPENSE REIMBURSEMENT	89.00

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351876 STATE OF CALIFORNIA	SALES TAX	57.92
351877 CARDIAC SCIENCE CORP	AED SUPPLIES	601.84
351879 CCC POLICE CHIEFS ASSOCIATION	FY14/15 ASSOCIATION DUES	550.00
351891 COVANTA STANISLAUS	DESTRUCTION SERVICES	521.85
351958 OFFICE MAX INC	OFFICE SUPPLIES	217.89
351974 PERS	ADMIN FEE	0.89
351994 VANDERKLUFT, JOHN P	EXPENSE REIMBURSEMENT	147.57
352003 WOODEN IT BE GREAT	SHADOW BOX	325.50
352010 BARNETT MEDICAL SERVICES INC	MEDICAL WASTE DISPOSAL	110.00
352047 MR STITCH UPHOLSTERY SERVICE	LIGHT BAR COVER	178.90
352058 STATE OF CALIFORNIA	FINGERPRINTING	194.00
352066 XEROX CORPORATION	COPIER USAGE/LEASE	1,900.78
352076 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	317.50
352093 COMMUNITY GRANTS ASSOCIATES	GRANT WRITER FEE	1,500.00
352099 COPLOGIC	FY2014/FY2015 ANNUAL DUES	11,756.00
352100 COPWARE INC	SITE LICENSE	1,765.00
352103 CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	380.63
352132 KIRBY POLYGRAPH & INVESTIGATIVE	POLYGRAPH EXAMS	1,200.00
352148 NRC ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL	4,435.50
352152 OFFICE MAX INC	OFFICE SUPPLIES	573.01
352175 SAVE MART SUPERMARKETS	SEARCH/RESCUE MEALS	240.77
352178 SHRED IT INC	DOCUMENT SHREDDING	316.40
922336 A AND B CREATIVE TROPHIES	EVENT AWARDS	3,474.65
922342 COMPUTERLAND	COMPUTER SERVICES	149.72
922347 HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	334.94
922350 MOBILE MINI LLC	STORAGE CONTAINERS	250.87
922361 HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	559.00
922454 MOBILE MINI LLC	STORAGE CONTAINERS	143.44
<b>Police Prisoner Custody</b>		
351974 PERS	ADMIN FEE	0.07
352175 SAVE MART SUPERMARKETS	FOOD AND SUPPLIES	184.35
<b>Police Community Policing</b>		
203396 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	97.90
203397 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	61.60
203408 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	71.69
203409 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	84.14
203410 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	61.90
203611 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	46.37
351892 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	650.00
351948 MOORE K9 SERVICES	K9 TRAINING	500.00
352027 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	418.07
352037 HUNT AND SONS INC	FUEL	64.04
352077 EMPLOYEE	PENSION PAYMENT	4,159.00
352102 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	65.00
<b>Police Investigations</b>		
203397 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	37.50

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203409 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	12.86
203410 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	37.50
203611 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	39.69
351863 BANK OF AMERICA	MEALS EXPENSE	327.65
351894 CSI	PRISONER TRANSPORTATION	3,063.16
351974 PERS	ADMIN FEE	1.15
351996 VERIZON WIRELESS	AIR CARD	76.02
352022 CONTRA COSTA COUNTY	SART EXAM	2,000.00
352066 XEROX CORPORATION	COPIER USAGE/LEASE	832.64
352095 CONTRA COSTA COUNTY	ALCOHOL TESTING CHP	550.00
352096 CONTRA COSTA COUNTY	LAB TESTING	31,440.00
352097 CONTRA COSTA COUNTY	LAB TESTING	4,082.40
352116 FUHRMANN, THOMAS J	EXPENSE REIMBURSEMENT	76.45
352117 GALLS INC	SUPPLIES	132.03
352180 SPECIAL SERVICES GROUP LLC	SURVEILLANCE SUBSCRIPTION	600.00
922412 GRAINGER INC	SUPPLIES	503.15
<b>Police Special Operations Unit</b>		
351853 ANTIOCH TOYOTA	VEHICLE REPAIR	162.33
351863 BANK OF AMERICA	PARKING CITATION	41.95
351974 PERS	ADMIN FEE	0.68
352186 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	1,704.66
<b>Police Communications</b>		
351916 GLOBALSTAR	TELECOMMUNICATIONS SVCS	86.63
351974 PERS	ADMIN FEE	1.67
352008 AT AND T MCI	PHONE	2,673.79
352009 AT AND T MCI	PHONE	1,621.82
352155 PACIFIC TELEMANAGEMENT SVCS	LOBBY PAYPHONE	78.00
922346 HUBB SYSTEMS LLC DATA 911	MONITOR REPAIR	271.72
<b>Office Of Emergency Management</b>		
352009 AT AND T MCI	PHONE	638.88
<b>Police Community Volunteers</b>		
351876 STATE OF CALIFORNIA	SALES TAX	36.55
351906 EIDEN, KITTY J	TRANSCRIPTION SERVICES	126.00
351978 SAVE MART SUPERMARKETS	GIFT CARDS	3,700.00
352175 SAVE MART SUPERMARKETS	WATER FOR VIPS	62.15
<b>Police Facilities Maintenance</b>		
351876 STATE OF CALIFORNIA	SALES TAX	2.59
351901 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	80.00
351922 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	7,233.00
351957 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	165.00
352009 AT AND T MCI	PHONE	631.77
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	12,010.11
<b>Community Development Administration</b>		
352066 XEROX CORPORATION	COPIER USAGE/LEASE	352.46
<b>Community Development Land Planning Services</b>		
203239 RICKS ON SECOND	MEETING EXPENSE	70.00

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351861 BANK OF AMERICA	RECRUITMENT AD	75.00
351884 CONTRA COSTA COUNTY	FY14/15 LAFCO APPORTIONMENT	16,479.27
351915 GENTRY, MELINDA M	EXPENSE REIMBURSEMENT	20.94
352045 MARICAL	PAPER	291.25
352112 DYETT AND BHATIA	CONSULTING SERVICES	19,765.78
<b>CD Code Enforcement</b>		
351876 STATE OF CALIFORNIA	SALES TAX	3.54
351995 VERIZON WIRELESS	NETWORK CONNECTION SERVICE	114.03
352005 ALLIED WASTE SERVICES	GARBAGE SERVICES	529.94
352127 INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	5,462.50
352183 STEELE FABRICATION	CARGO CONTAINER	4,924.80
922357 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	1,676.99
<b>PW Engineer Land Development</b>		
351876 STATE OF CALIFORNIA	SALES TAX	0.42
351956 NEXTEL SPRINT	CELL PHONE	338.87
351974 PERS	ADMIN FEE	0.88
352009 AT AND T MCI	PHONE	63.06
352066 XEROX CORPORATION	COPIER USAGE/LEASE	181.17
<b>Community Development Building Inspection</b>		
351862 BANK OF AMERICA	CALBO TRAINING	990.00
351956 NEXTEL SPRINT	CELL PHONE	113.46
351958 OFFICE MAX INC	OFFICE SUPPLIES	117.11
351974 PERS	ADMIN FEE	0.21
<b>Capital Imp. Administration</b>		
352066 XEROX CORPORATION	COPIER USAGE/LEASE	29.41
<b>Community Development Engineering Services</b>		
351956 NEXTEL SPRINT	CELL PHONE	115.10
351974 PERS	ADMIN FEE	0.12
352066 XEROX CORPORATION	COPIER USAGE/LEASE	220.45
<b>212 CDBG Fund</b>		
<b>CDBG</b>		
351958 OFFICE MAX INC	OFFICE SUPPLIES	41.09
352127 INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	25,895.00
<b>CDBG NSP</b>		
352162 PMC	PROFESSIONAL SERVICES	1,687.50
<b>213 Gas Tax Fund</b>		
<b>Streets</b>		
351964 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	76.92
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	24,168.97
<b>214 Animal Control Fund</b>		
<b>Animal Control</b>		
351876 STATE OF CALIFORNIA	SALES TAX	63.79
351973 PERS	PAYROLL DEDUCTIONS	42.59
351974 PERS	ADMIN FEE	0.23
352052 PACIFIC GAS AND ELECTRIC CO	GAS	632.11
352066 XEROX CORPORATION	COPIER USAGE/LEASE	194.76

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352074 ANIMAL SUPPLY LOGISTICS	PET FOOD AND SUPPLIES	758.59
352122 HILLS PET NUTRITION	ANIMAL FOOD	1,320.44
352141 LOWES COMPANIES INC	SUPPLIES	6.19
352147 MWI VETERINARY SUPPLY CO	SUPPLIES	39.17
352202 ZOETIS LLC	SUPPLIES	719.76
<b>216 Park-In-Lieu Fund</b>		
<b>Parks &amp; Open Space</b>		
351876 STATE OF CALIFORNIA	SALES TAX	664.15
352020 COMMERCIAL POOL SYSTEMS INC	C02 MASS TRANSFER SYSTEM	5,504.50
<b>219 Recreation Fund</b>		
<b>Non Departmental</b>		
203588 HANNAH, VALERIE	DEPOSIT REFUND	75.00
351889 CORPUZ, JUDITH	DEPOSIT REFUND	390.00
351920 HERNANDEZ, IMELDA	DEPOSIT REFUND	1,000.00
351923 HUB INTERN'L OF CA INSURANCE	LIABILITY INSURANCE	453.92
351980 SILENT PARTNER PRIVATE SECURITY	SECURITY SERVICES	4,875.00
351983 STATE BOARD OF EQUALIZATION	SALES TAX	654.05
352149 OCHOA, BERNICE	DEPOSIT REFUND	1,000.00
<b>Recreation Admin</b>		
351922 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	5,406.25
352052 PACIFIC GAS AND ELECTRIC CO	GAS	1,603.39
<b>Senior Programs</b>		
351862 BANK OF AMERICA	SUPPLIES	5,188.68
351974 PERS	ADMIN FEE	0.14
352009 AT AND T MCI	PHONE	352.74
352052 PACIFIC GAS AND ELECTRIC CO	GAS	1,068.92
<b>Recreation Classes/Prog</b>		
203548 MICHAELS	SUPPLIES	34.87
203587 CAIN, TOM	CLASS REFUND	30.00
203590 CUBAS, SONIA	CLASS REFUND	58.00
351862 BANK OF AMERICA	SUPPLIES	108.95
351905 EDUCATION TO GO	CONTRACTOR PAYMENT	403.50
351907 EL CAMPANIL THEATRE	THEATRE RENTAL	600.00
352024 DISCOUNT SCHOOL SUPPLY	SUPPLIES	573.37
352026 DUGAND, KARINA	CONTRACTOR PAYMENT	355.20
352032 GEDDES MUSIC STORE	CONTRACTOR PAYMENT	1,071.00
352041 KRUEGER INTERNATIONAL INC	CHAIRS	475.53
352051 ORTIZ, CHERYL	CONTRACTOR PAYMENT	266.40
352056 ROBERTS, NANCY	CONTRACTOR PAYMENT	728.00
352123 HOLEMAN, MEGAN	CLASS REFUND	120.64
352133 KOVALICK, LUANNE	CONTRACTOR PAYMENT	863.79
352173 SAFETY DRIVERS ED LLC	CONTRACTOR PAYMENT	814.20
352193 WALLER, JOHN	CONTRACTOR PAYMENT	252.00
352198 WE ARE ONE PRODUCTIONS	CONTRACTOR PAYMENT	1,287.60
<b>Recreation Camps</b>		
351862 BANK OF AMERICA	SIGNS	231.00

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351866 BIG SKY LOGOS AND EMBROIDERY	T SHIRTS	694.06
<b>Recreation Sports Programs</b>		
351883 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	2,080.00
351974 PERS	ADMIN FEE	0.18
352011 BAY AREA BARRICADE	SUPPLIES	607.68
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,420.91
352061 TEAMSIDELINE.COM	SUBSCRIPTION	499.00
352134 LEACH, TAMARA L	EXPENSE REIMBURSEMENT	302.73
352141 LOWES COMPANIES INC	SUPPLIES	61.96
922356 A AND B CREATIVE TROPHIES	TROPHIES	522.55
<b>Recreation Concessions</b>		
351880 COCA COLA BOTTLING CO	CONCESSION SUPPLIES	526.55
352009 AT AND T MCI	PHONE	33.01
<b>Recreation-New Comm Cntr</b>		
351851 ANTIOCH GLASS	GLASS REPAIR	200.00
351855 AT AND T MCI	PHONE	63.29
351876 STATE OF CALIFORNIA	SALES TAX	8.24
351922 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	9,930.25
351943 MARLIES CLEANING SERVICE	CLEANING SERVICES	280.00
351947 MITY LITE INC	FREIGHT	273.32
352009 AT AND T MCI	PHONE	38.33
352066 XEROX CORPORATION	COPIER USAGE/LEASE	344.18
352078 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	995.00
352141 LOWES COMPANIES INC	SUPPLIES	55.57
922417 HAMMONS SUPPLY COMPANY	SUPPLIES	117.10
<b>221 Asset Forfeiture Fund</b>		
<b>Asset Forfeiture</b>		
352053 PEN LINK	COLLECTION MAINTENANCE	2,200.00
<b>226 Solid Waste Reduction Fund</b>		
<b>Solid Waste Used Oil</b>		
352015 C2 ALTERNATIVE SERVICES	ESL LESSONS	975.00
352168 REPUBLIC SERVICES	CURBSIDE RECYCLING	1,702.32
<b>Solid Waste</b>		
351974 PERS	ADMIN FEE	0.06
352059 SUSTAINABLE CONTRA COSTA	EVENT SUPPORT	1,000.00
352127 INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	11,097.50
<b>228 Abandoned Vehicles Fund</b>		
<b>Abandoned Vehicles</b>		
352127 INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	5,510.00
<b>229 Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>		
351847 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE SERVICES	5,451.00
351854 APEX GRADING	WEED ABATEMENT	500.00
351860 BANK OF AMERICA	SEMINAR-COOK	200.00
351865 BENCHMARK CONSULTANTS	MONITORING SERVICES	430.00
351956 NEXTEL SPRINT	CELL PHONE	97.79

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351974 PERS	ADMIN FEE	0.11
352141 LOWES COMPANIES INC	SUPPLIES	7.72
<b>251 Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>		
351854 APEX GRADING	WEED ABATEMENT	7,512.00
351963 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	5,391.00
351974 PERS	ADMIN FEE	0.01
352009 AT AND T MCI	PHONE	133.32
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	694.87
352151 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	288.00
<b>Lonetree Maintenance Zone 2</b>		
351854 APEX GRADING	WEED ABATEMENT	4,500.00
351974 PERS	ADMIN FEE	0.05
352009 AT AND T MCI	PHONE	256.40
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	660.16
<b>Lonetree Maintenance Zone 3</b>		
351854 APEX GRADING	WEED ABATEMENT	6,000.00
351963 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	4,356.00
351974 PERS	ADMIN FEE	0.05
352009 AT AND T MCI	PHONE	98.75
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,093.70
352154 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	3,618.00
<b>Lonetree Maintenance Zone 4</b>		
351974 PERS	ADMIN FEE	0.01
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	318.41
<b>252 Downtown SLLMD Fund</b>		
<b>Downtown Maintenance</b>		
351876 STATE OF CALIFORNIA	SALES TAX	4.59
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	338.29
352151 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	576.00
<b>253 Almondridge SLLMD Fund</b>		
<b>Almondridge Maintenance</b>		
351854 APEX GRADING	WEED ABATEMENT	500.00
351974 PERS	ADMIN FEE	0.03
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	194.92
<b>254 Hillcrest SLLMD Fund</b>		
<b>Hillcrest Maintenance Zone 1</b>		
351854 APEX GRADING	WEED ABATEMENT	7,162.00
351963 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	5,999.00
351974 PERS	ADMIN FEE	0.06
352009 AT AND T MCI	PHONE	66.66
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	636.97
352151 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	691.20
352184 STEWARTS TREE SERVICE INC	TREE AND STUMP REMOVAL	2,520.00
<b>Hillcrest Maintenance Zone 2</b>		
351854 APEX GRADING	WEED ABATEMENT	8,442.00

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351974 PERS	ADMIN FEE	0.04
352009 AT AND T MCI	PHONE	231.14
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	676.25
352151 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,440.00
352184 STEWARTS TREE SERVICE INC	TREE AND STUMP REMOVAL	2,520.00
<b>Hillcrest Maintenance Zone 4</b>		
351854 APEX GRADING	WEED ABATEMENT	9,243.00
351974 PERS	ADMIN FEE	0.05
352009 AT AND T MCI	PHONE	194.50
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	575.78
352151 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
352184 STEWARTS TREE SERVICE INC	TREE AND STUMP REMOVAL	1,260.00
<b>255 Park 1A Maintenance District Fund</b>		
<b>Park 1A Maintenance District</b>		
351854 APEX GRADING	WEED ABATEMENT	1,000.00
351962 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	160.00
351974 PERS	ADMIN FEE	0.01
352031 FOUNTAIN, LEON	RV STORAGE LEASE REFUND	298.00
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	127.72
352151 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	691.20
<b>256 Citywide 2A Maintenance District Fund</b>		
<b>Citywide 2A Maintenance Zone 3</b>		
351854 APEX GRADING	WEED ABATEMENT	3,500.00
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	71.14
<b>Citywide 2A Maintenance Zone 4</b>		
351854 APEX GRADING	WEED ABATEMENT	5,000.00
351962 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,340.00
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	269.80
<b>Citywide 2A Maintenance Zone 5</b>		
351854 APEX GRADING	WEED ABATEMENT	10,500.00
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	370.38
<b>Citywide 2A Maintenance Zone 6</b>		
351854 APEX GRADING	WEED ABATEMENT	1,500.00
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	210.25
352151 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	576.00
<b>Citywide 2A Maintenance Zone 8</b>		
351854 APEX GRADING	WEED ABATEMENT	10,500.00
351974 PERS	ADMIN FEE	0.01
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	263.75
<b>Citywide 2A Maintenance Zone 9</b>		
351854 APEX GRADING	WEED ABATEMENT	10,500.00
351974 PERS	ADMIN FEE	0.01
352009 AT AND T MCI	PHONE	133.32
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	442.98
352151 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
352154 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	1,797.00

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**Citywide 2A Maintenance Zone10**

351854	APEX GRADING	WEED ABATEMENT	8,891.00
351974	PERS	ADMIN FEE	0.01
352052	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	107.47

**257 SLLMD Administration Fund**

**SLLMD Administration**

351864	BAY AREA NEWS GROUP	LEGAL AD	388.04
351893	CROP PRODUCTION SERVICES INC	CHEMICAL SUPPLIES	1,139.25
351913	FURBER SAW INC	TOOLS & EQUIPMENT	2,577.76
351956	NEXTEL SPRINT	CELL PHONE	329.79
351974	PERS	ADMIN FEE	0.06
351987	STEWARTS TREE SERVICE INC	TREE SERVICES	250.00
922349	JOHN DEERE LANDSCAPES PACHECO	SUPPLIES	1,321.97

**259 East Lone Tree SLLMD Fund**

**Zone 1-District 10**

351854	APEX GRADING	WEED ABATEMENT	1,000.00
351964	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	101.60
351974	PERS	ADMIN FEE	0.01
352052	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	25.52

**311 Capital Improvement Fund**

**Streets**

351962	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	6,400.00
351974	PERS	ADMIN FEE	0.03
352038	JD PARTNERS CONCRETE	SIDEWALK REPAIR PROJECT	17,888.12

**319 Residential Dev Alloc Fund**

**Non Departmental**

351904	ECONOMIC AND PLANNING SYSTEMS	PROFESSIONAL SERVICES	4,132.50
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**376 Lone Diamond Fund**

**Assessment District**

352085	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES	165.00
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**411 Golf Course Clubhouse Fund**

**Non Departmental**

352199	WELLS FARGO BANK	TRUSTEE FEE FY2015	1,300.00
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**569 Vehicle Replacement Fund**

**Equipment Maintenance**

351876	STATE OF CALIFORNIA	SALES TAX	19.01
352189	TUTTS TRUCK OUTFITTERS	NON SLIP COATING	986.00

**570 Equipment Maintenance Fund**

**Non Departmental**

352124	HUNT AND SONS INC	FUEL	14,026.44
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**Equipment Maintenance**

351848	ANTIOCH AUTO PARTS	FAN CLUTCH	92.70
351860	BANK OF AMERICA	SUPPLIES	933.23
351864	BAY AREA NEWS GROUP	LEGAL AD	400.50
351876	STATE OF CALIFORNIA	SALES TAX	72.76
351902	EAST BAY TIRE CO	TIRE SERVICE	156.48

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351910 FERRIS HOIST AND REPAIR INC	HOIST REPAIR	663.49
351928 J AND S EQUIPMENT	UNLOADER VALVE	211.58
351937 LEHR AUTO ELECTRIC	LIGHT BAR	1,532.73
351941 MAACO	VEHICLE PAINTING SERVICE	966.51
351951 MUNICIPAL MAINT EQUIPMENT INC	HOSE	157.79
351969 PETERSON	FILTERS	2,115.85
351974 PERS	ADMIN FEE	0.27
351989 TRED SHED, THE	TIRES	555.46
352000 WALNUT CREEK FORD	FAN MOTOR	727.79
352049 MUNICIPAL POOLING AUTHORITY	VEHICLE POLICY	10,969.00
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	499.99
352066 XEROX CORPORATION	COPIER USAGE/LEASE	62.76
352075 ANTIOCH AUTO PARTS	AUTOMOTIVE REPAIR PARTS	383.30
352113 EAST BAY WELDING SUPPLY	WELDING SUPPLIES	88.24
352121 HARLEY DAVIDSON	BATTERY REPLACE 1321	890.77
352131 KEN KELLER SALES	HYDRAULIC MOTOR SAW	929.25
352136 LEHR AUTO ELECTRIC	PA MICROPHONES	217.51
352141 LOWES COMPANIES INC	SUPPLIES	92.94
352163 PRECISION AUTO	EMERGENCY REPAIRS #1353	5,334.12
352166 PURSUIT NORTH	VEHICLE MODIFICATION	704.85
352170 ROBERTSON ENGINEERING NC	CONSULTING SERVICES	660.97
352195 WALNUT CREEK CHRYS JEEP DODGE	TRANSMISSION COOLING LINES	235.18
352196 WALNUT CREEK FORD	SUPPLIES	181.15
922341 COAST OIL COMPANY	MOTOR OIL	1,766.69
922435 KIMBALL MIDWEST	SUPPLIES	437.89
922460 NIXON EGLI EQUIPMENT CO	SUPPLIES	13.89
<b>573 Information Services Fund</b>		
<b>Information Services</b>		
351956 NEXTEL SPRINT	CELL PHONE	113.12
351974 PERS	ADMIN FEE	0.20
352009 AT AND T MCI	PHONE	119.06
<b>Network Support &amp; PCs</b>		
351856 AT AND T MCI	PHONE	714.64
351956 NEXTEL SPRINT	CELL PHONE	241.76
351974 PERS	ADMIN FEE	0.46
352009 AT AND T MCI	PHONE	186.34
352090 COMCAST	INTERNET SERVICE	152.75
352091 COMCAST	INTERNET SERVICE	124.02
<b>Telephone System</b>		
351855 AT AND T MCI	PHONE	204.20
351974 PERS	ADMIN FEE	0.03
352009 AT AND T MCI	PHONE	1.26
<b>GIS Support Services</b>		
351974 PERS	ADMIN FEE	0.07
<b>Office Equipment Replacement</b>		
351876 STATE OF CALIFORNIA	SALES TAX	27.58

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351921 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,437.14
352036 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	11,490.72

**577 Post Retirement Medical-Police Fund**

***Non Departmental***

351871 RETIREE	MEDICAL AFTER RETIREMENT	600.97
351974 PERS	MEDICAL AFTER RETIREMENT	4,684.62
352080 RETIREE	MEDICAL AFTER RETIREMENT	1,067.00
352083 RETIREE	MEDICAL AFTER RETIREMENT	600.97
352118 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
352135 RETIREE	MEDICAL AFTER RETIREMENT	918.69
352172 RETIREE	MEDICAL AFTER RETIREMENT	252.36
352179 RETIREE	MEDICAL AFTER RETIREMENT	80.44
352188 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
352197 RETIREE	MEDICAL AFTER RETIREMENT	697.99
352201 RETIREE	MEDICAL AFTER RETIREMENT	470.94
922363 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922364 RETIREE	MEDICAL AFTER RETIREMENT	252.36
922368 RETIREE	MEDICAL AFTER RETIREMENT	918.69
922370 RETIREE	MEDICAL AFTER RETIREMENT	1,244.18
922373 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922374 RETIREE	MEDICAL AFTER RETIREMENT	1,244.18
922383 RETIREE	MEDICAL AFTER RETIREMENT	1,217.90
922384 RETIREE	MEDICAL AFTER RETIREMENT	830.00
922387 RETIREE	MEDICAL AFTER RETIREMENT	495.46
922389 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922399 RETIREE	MEDICAL AFTER RETIREMENT	1,225.13
922404 RETIREE	MEDICAL AFTER RETIREMENT	1,163.16
922405 RETIREE	MEDICAL AFTER RETIREMENT	830.00
922406 RETIREE	MEDICAL AFTER RETIREMENT	252.36
922420 RETIREE	MEDICAL AFTER RETIREMENT	175.97
922423 RETIREE	MEDICAL AFTER RETIREMENT	252.36
922426 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922427 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922428 RETIREE	MEDICAL AFTER RETIREMENT	256.70
922436 RETIREE	MEDICAL AFTER RETIREMENT	175.97
922453 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922456 RETIREE	MEDICAL AFTER RETIREMENT	623.72
922457 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922469 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922470 RETIREE	MEDICAL AFTER RETIREMENT	804.48
922471 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922473 RETIREE	MEDICAL AFTER RETIREMENT	995.08
922483 RETIREE	MEDICAL AFTER RETIREMENT	623.72
922492 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922494 RETIREE	MEDICAL AFTER RETIREMENT	185.67
922497 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44

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922502 RETIREE	MEDICAL AFTER RETIREMENT	623.72
922512 RETIREE	MEDICAL AFTER RETIREMENT	623.72
922514 RETIREE	MEDICAL AFTER RETIREMENT	267.70
922515 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44

**578 Post Retirement Medical-Misc Fund**

***Non Departmental***

351974 PERS	MEDICAL AFTER RETIREMENT	6,186.37
352079 RETIREE	MEDICAL AFTER RETIREMENT	235.69
352086 RETIREE	MEDICAL AFTER RETIREMENT	228.67
352104 RETIREE	MEDICAL AFTER RETIREMENT	235.69
352109 RETIREE	MEDICAL AFTER RETIREMENT	117.69
352110 RETIREE	MEDICAL AFTER RETIREMENT	435.44
352111 RETIREE	MEDICAL AFTER RETIREMENT	590.38
352120 RETIREE	MEDICAL AFTER RETIREMENT	118.65
352129 RETIREE	MEDICAL AFTER RETIREMENT	235.69
352143 RETIREE	MEDICAL AFTER RETIREMENT	235.69
352161 RETIREE	MEDICAL AFTER RETIREMENT	354.38
352167 RETIREE	MEDICAL AFTER RETIREMENT	117.69
352169 RETIREE	MEDICAL AFTER RETIREMENT	590.38
352171 RETIREE	MEDICAL AFTER RETIREMENT	117.69
352177 RETIREE	MEDICAL AFTER RETIREMENT	117.69
352192 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922365 RETIREE	MEDICAL AFTER RETIREMENT	208.36
922366 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922367 RETIREE	MEDICAL AFTER RETIREMENT	179.21
922369 RETIREE	MEDICAL AFTER RETIREMENT	435.44
922372 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922377 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922379 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922381 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922388 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922390 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922393 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922395 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922398 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922401 RETIREE	MEDICAL AFTER RETIREMENT	175.97
922403 RETIREE	MEDICAL AFTER RETIREMENT	250.00
922408 RETIREE	MEDICAL AFTER RETIREMENT	175.97
922411 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922413 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922415 RETIREE	MEDICAL AFTER RETIREMENT	257.98
922416 RETIREE	MEDICAL AFTER RETIREMENT	171.80
922422 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922425 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922431 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922434 RETIREE	MEDICAL AFTER RETIREMENT	590.38

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922438 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922440 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922443 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922446 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922448 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922452 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922464 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922465 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922475 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922478 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922482 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922487 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922496 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922498 RETIREE	MEDICAL AFTER RETIREMENT	208.36
922500 RETIREE	MEDICAL AFTER RETIREMENT	23.64
922501 RETIREE	MEDICAL AFTER RETIREMENT	175.97
922505 RETIREE	MEDICAL AFTER RETIREMENT	709.38
922511 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922513 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922516 RETIREE	MEDICAL AFTER RETIREMENT	117.69

**579 Post Retirement Medical-Mgmt Fund**

***Non Departmental***

351974 PERS	MEDICAL AFTER RETIREMENT	9,123.46
352088 RETIREE	MEDICAL AFTER RETIREMENT	894.90
352101 RETIREE	MEDICAL AFTER RETIREMENT	175.69
352115 RETIREE	MEDICAL AFTER RETIREMENT	117.69
352119 RETIREE	MEDICAL AFTER RETIREMENT	235.69
352125 RETIREE	MEDICAL AFTER RETIREMENT	400.00
352128 RETIREE	MEDICAL AFTER RETIREMENT	590.38
352138 RETIREE	MEDICAL AFTER RETIREMENT	354.38
352144 RETIREE	MEDICAL AFTER RETIREMENT	755.38
352158 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922371 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922375 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922376 RETIREE	MEDICAL AFTER RETIREMENT	269.65
922378 RETIREE	MEDICAL AFTER RETIREMENT	175.70
922380 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922382 RETIREE	MEDICAL AFTER RETIREMENT	894.90
922385 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922391 RETIREE	MEDICAL AFTER RETIREMENT	535.72
922392 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922394 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922396 RETIREE	MEDICAL AFTER RETIREMENT	470.38
922397 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922400 RETIREE	MEDICAL AFTER RETIREMENT	208.36
922407 RETIREE	MEDICAL AFTER RETIREMENT	354.38

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922409 RETIREE	MEDICAL AFTER RETIREMENT	894.90
922410 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922414 RETIREE	MEDICAL AFTER RETIREMENT	829.31
922418 RETIREE	MEDICAL AFTER RETIREMENT	512.29
922419 RETIREE	MEDICAL AFTER RETIREMENT	358.38
922421 RETIREE	MEDICAL AFTER RETIREMENT	470.94
922429 RETIREE	MEDICAL AFTER RETIREMENT	293.13
922432 RETIREE	MEDICAL AFTER RETIREMENT	720.38
922433 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922437 RETIREE	MEDICAL AFTER RETIREMENT	208.36
922439 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922441 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922442 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922444 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922445 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922447 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922449 RETIREE	MEDICAL AFTER RETIREMENT	161.41
922450 RETIREE	MEDICAL AFTER RETIREMENT	116.38
922451 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922455 RETIREE	MEDICAL AFTER RETIREMENT	587.40
922458 RETIREE	MEDICAL AFTER RETIREMENT	175.97
922459 RETIREE	MEDICAL AFTER RETIREMENT	208.36
922461 RETIREE	MEDICAL AFTER RETIREMENT	179.21
922462 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922463 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922466 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922467 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922472 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922474 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922476 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922477 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922479 RETIREE	MEDICAL AFTER RETIREMENT	235.69
922480 RETIREE	MEDICAL AFTER RETIREMENT	179.21
922481 RETIREE	MEDICAL AFTER RETIREMENT	375.69
922484 RETIREE	MEDICAL AFTER RETIREMENT	894.90
922485 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922486 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922488 RETIREE	MEDICAL AFTER RETIREMENT	208.36
922489 RETIREE	MEDICAL AFTER RETIREMENT	535.72
922490 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922491 RETIREE	MEDICAL AFTER RETIREMENT	590.38
922493 RETIREE	MEDICAL AFTER RETIREMENT	755.38
922495 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922499 RETIREE	MEDICAL AFTER RETIREMENT	208.36
922503 RETIREE	MEDICAL AFTER RETIREMENT	1,321.08
922504 RETIREE	MEDICAL AFTER RETIREMENT	354.38

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922506 RETIREE	MEDICAL AFTER RETIREMENT	354.38
922507 RETIREE	MEDICAL AFTER RETIREMENT	1,653.13
922508 RETIREE	MEDICAL AFTER RETIREMENT	117.69
922509 RETIREE	MEDICAL AFTER RETIREMENT	1,388.00
922510 RETIREE	MEDICAL AFTER RETIREMENT	208.36

**580 Loss Control Fund**

**Human Resources**

203601 SPORTS AUTHORITY	SUPPLIES	31.84
351876 STATE OF CALIFORNIA	SALES TAX	0.89

**611 Water Fund**

**Non Departmental**

351867 BISHOP CO	SUPPLIES	219.48
351876 STATE OF CALIFORNIA	SALES TAX	24.04
351977 ROBERTS AND BRUNE CO	SUPPLIES	116.82
352011 BAY AREA BARRICADE	SUPPLIES	731.94

**Water Supervision**

351845 AMERICAN WATER WORKS ASSOC	SAFE WATER ANNUAL RENEWAL	1,000.00
351860 BANK OF AMERICA	BUSINESS EXPENSE	31.89
351876 STATE OF CALIFORNIA	SALES TAX	18.00
351925 INFOSEND INC	PRINT/MAIL SERVICES	1,433.37
351946 MITCHS CERTIFIED CLASSES	CERTIFICATION COURSE	400.00
351956 NEXTEL SPRINT	CELL PHONE	195.89
351959 ONLINE RESOURCES	CLAIM 997091 ONLINE RESOURCE	81.32
351974 PERS	ADMIN FEE	0.66
352174 SARTI, LORI A	AWWA SEMINAR REGISTRATION	125.00
352185 THOMPSON, SHERI	BARRICADE REFUND	60.00

**Water Production**

203477 PAPA	TRAINING	80.00
351854 APEX GRADING	WEED ABATEMENT	4,890.00
351855 AT AND T MCI	PHONE	126.60
351860 BANK OF AMERICA	UST MANUAL	104.00
351876 STATE OF CALIFORNIA	SALES TAX	428.87
351888 CONTRA COSTA WATER DISTRICT	RAW WATER	1,129,222.74
351908 ENVIRONMENTAL RESOURCE ASSOC	PROFICIENCY STUDY	1,257.51
351912 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	679.47
351917 GRATING PACIFIC INC	ALUMINUM GRATING	1,254.60
351919 HACH CO	CHEMICALS	660.59
351956 NEXTEL SPRINT	CELL PHONE	240.84
351963 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	1,714.00
351964 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	221.69
351974 PERS	ADMIN FEE	1.02
351977 ROBERTS AND BRUNE CO	FREIGHT CHARGE	70.62
352001 WALTER BISHOP CONSULTING	CONSULTING SERVICES	962.50
352009 AT AND T MCI	PHONE	1,687.75
352043 LOZANO SMITH LLP	LEGAL SERVICES	6,037.67
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	124,452.52

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352066 XEROX CORPORATION	COPIER LEASE	319.32
352072 ACE HARDWARE, ANTIOCH	BUG SPRAY	39.27
352075 ANTIOCH AUTO PARTS	BATTERY	666.21
352082 BORGES AND MAHONEY	CHLORINATOR PARTS	326.48
352141 LOWES COMPANIES INC	SUPPLIES	110.17
922340 CHEMTRADE CHEMICALS US LLC	ALUM	10,862.13
922343 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	7.15
922344 EUROFINS EATON ANALYTICAL INC	SAMPLE TESTING	900.00
922345 GRAINGER INC	SUPPLIES	164.34
922348 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,108.96
922353 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	24,438.26
922354 SIERRA CHEMICAL CO	CHLORINE	8,147.58
922360 GRAINGER INC	SUPPLIES	48.13
922386 CHEMTRADE CHEMICALS US LLC	ALUM	14,310.83
922402 EUROFINS EATON ANALYTICAL INC	WATER TESTING AND ANALYSIS	100.00
<b>Water Distribution</b>		
351844 ALL PRO PRINTING SOLUTIONS	ENVELOPES	8,665.76
351846 ANIMAL DAMAGE MANAGEMENT	PEST CONTROL SERVICES	100.00
351849 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	919.18
351876 STATE OF CALIFORNIA	SALES TAX	2,073.18
351890 COUNTY ASPHALT	ASPHALT	636.71
351895 DELTA DIABLO	RECYCLED WATER	8,953.09
351903 EAST BAY WELDING SUPPLY	SUPPLIES	19.25
351925 INFOSEND INC	PROGRAMMING CHANGE	3,822.80
351929 JACK DOHENY SUPPLIES INC	TOOLS	303.02
351945 MITCHS CERTIFIED CLASSES	CROSS CONNECTION COURSE	1,100.00
351950 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	129.17
351954 NCBPA	BACKFLOW WORKSHOP	200.00
351956 NEXTEL SPRINT	CELL PHONE	710.58
351974 PERS	DODSON, DARRYL	449.62
351977 ROBERTS AND BRUNE CO	PIPE & FITTINGS	2,947.91
352009 AT AND T MCI	PHONE	33.33
352018 CANVAS FACTORY	VALVE BAGS	2,473.80
352030 FASTENAL CO	SUPPLIES	19.66
352065 XC2 SOFTWARE LLC	XC2 REMOTE LICENSE	2,350.00
352066 XEROX CORPORATION	COPIER USAGE/LEASE	159.73
352072 ACE HARDWARE, ANTIOCH	TOOLS	77.47
352073 ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	100.00
352141 LOWES COMPANIES INC	SUPPLIES	22.37
352150 OCONNELL JETTING	WATER GUN FOR VACCONS	597.88
352156 PADILLA, EDWARD A	BACKFLOW CERTIFICATION	180.00
352190 TYLER TECHNOLOGIES	ANNUAL SOFTWARE MAINTENANCE	11,930.63
922358 COMPUTERLAND	ADOBE ACROBAT XI STANDARD	266.19
922468 QUENVOLDS	SAFETY SHOES-J LAWSON	215.29
<b>Water Meter Reading</b>		
351956 NEXTEL SPRINT	CELL PHONE	94.39

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351974 PERS	ADMIN FEE	0.18
<b>Public Buildings &amp; Facilities</b>		
351933 KIMLEY HORN AND ASSOCIATES INC	CONSULTING SERVICES	18,472.36
351934 KOCH AND KOCH INC	CAMBRIDGE BOOSTER PROJECT	1,007.00
351974 PERS	ADMIN FEE	0.09
352014 BROWN AND CALDWELL INC	CONSULTING SERVICES	881.12
352145 MUNICIPAL FINANCIAL SERVICES	CONSULTING SERVICES	2,210.00
922352 NICHOLS CONSULTING ENGINEERS	CONSULTING SERVICES	2,344.23
<b>Warehouse &amp; Central Stores</b>		
351956 NEXTEL SPRINT	CELL PHONE	111.79
351974 PERS	ADMIN FEE	0.05
352066 XEROX CORPORATION	COPIER USAGE/LEASE	142.54
<b>612 Water Line Expansion Fund</b>		
<b>Water Systems</b>		
352130 KALER DOBLER CONSTRUCTION	PERMIT FEES REFUND	4,914.82
<b>621 Sewer Fund</b>		
<b>Non Departmental</b>		
351876 STATE OF CALIFORNIA	SALES TAX	25.21
<b>Sewer-Wastewater Supervision</b>		
351860 BANK OF AMERICA	ROOMS FOR DISPLACED	500.00
351974 PERS	ADMIN FEE	0.06
352066 XEROX CORPORATION	COPIER USAGE/LEASE	159.73
352087 CHALK, BRANDON S	TRAINING LUNCH	159.18
<b>Sewer-Wastewater Collection</b>		
351844 ALL PRO PRINTING SOLUTIONS	ENVELOPES	8,665.79
351876 STATE OF CALIFORNIA	SALES TAX	2,107.03
351886 CONTRA COSTA COUNTY	INSPECTION SERVICES	348.00
351890 COUNTY ASPHALT	ASPHALT	636.71
351925 INFOSEND INC	PROGRAMMING CHANGE	3,822.80
351929 JACK DOHENY SUPPLIES INC	CCTV TRAINING	900.00
351956 NEXTEL SPRINT	CELL PHONE	439.13
352002 WECO INDUSTRIES INC	DEBRI CATCHERS	859.96
352009 AT AND T MCI	PHONE	129.56
352072 ACE HARDWARE, ANTIOCH	MORTAR	52.21
352106 DELTA DENTAL	PAYROLL DEDUCTIONS	108.76
352107 DELTA DIABLO	SEWER LATERAL CHARGE	329.10
352141 LOWES COMPANIES INC	WATER	9.68
352145 MUNICIPAL FINANCIAL SERVICES	CONSULTANT SERVICES	2,210.00
352150 OCONNELL JETTING	WATER GUN FOR VACCONS	896.81
352190 TYLER TECHNOLOGIES	FY14/15 SOFTWARE MAINT	11,930.63
922335 3T EQUIPMENT COMPANY	SUPPLIES	5,972.00
922468 QUENVOLDS	SAFETY SHOES-J LAWSON	858.92
<b>Wastewater Collection</b>		
351974 PERS	ADMIN FEE	0.08
922352 NICHOLS CONSULTING ENGINEERS	CONSULTING SERVICES	2,344.22

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**622 Sewer Facilities Expansion Fund**

**Wastewater Collection**

351864 BAY AREA NEWS GROUP	LEGAL AD	334.64
351974 PERS	ADMIN FEE	0.02
352130 KALER DOBLER CONSTRUCTION	REFUND PERMIT FEES	2,280.78

**631 Marina Fund**

**Non Departmental**

352070 STATE BOARD OF EQUALIZATION	MARINA FUEL TAX 4/2014-6/2014	819.16
352142 MAGOON, ROBERT	BERTH DEPOSIT REFUND	259.27
352164 PRICE, DAMON	BERTH DEPOSIT REFUND	41.91
352176 SCHMIDT, THOMAS	BERTH DEPOSIT REFUND	85.63
352200 WEYMOUTH, CHARLES	BERTH DEPOSIT REFUND	138.00

**Marina Administration**

351860 BANK OF AMERICA	PET WASTE BAGS	209.44
351956 NEXTEL SPRINT	CELL PHONE	321.60
351974 PERS	ADMIN FEE	0.02
352009 AT AND T MCI	PHONE	164.77
352052 PACIFIC GAS AND ELECTRIC CO	GAS	2,726.19
352066 XEROX CORPORATION	COPIER LEASE	321.00
352139 LINE X KUSTOM AND ACCESSORIES	LINER	76.30
352182 STATE OF CALIFORNIA	LOAN PAYMENT	293,063.00

**Marina Maintenance**

351860 BANK OF AMERICA	DOCK CARTS	559.98
351914 GEMS	PUMP REPAIR	859.44
351974 PERS	ADMIN FEE	0.12
352141 LOWES COMPANIES INC	SUPPLIES	265.46

**Marina Boat Launch**

351974 PERS	ADMIN FEE	0.01
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**641 Prewett Water Park Fund**

**Non Departmental**

351923 HUB INTERNATIONAL CA INSURANCE	LIABILITY INSURANCE	251.96
351983 STATE BOARD OF EQUALIZATION	SALES TAX	2,069.19

**Recreation Aquatics**

203546 AYALA, JULIA	CLASS REFUND	96.00
203547 ANCHETA, BRANDIE	CLASS REFUND	63.00
351862 BANK OF AMERICA	LIFEGUARD TRAINING	911.00
351876 STATE OF CALIFORNIA	SALES TAX	0.18
351881 COLE SUPPLY CO INC	SUPPLIES	38.38
351899 DEMPSEY, STACEY A	EXPENSE REIMBURSEMENT	159.72
351935 KRAMES STAYWELL LLC	TRAINING MATERIALS	4,013.32
352048 MUIR, ROXANNE	AEROBICS INSTRUCTOR	105.00
352067 ZIMMERMAN, ERIN	CLASS REFUND	114.00

**Recreation Water Park**

203541 PRAXAIR DISTRIBUTION INC	OXYGEN	76.56
203543 BAPPOA	ANNUAL DUES	50.00
203544 LINCOLN EQUIPMENT INC	PUMP SEAL	46.99

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203545 DELTA DIABLO	WASTE DISPOSAL	99.06
351841 ADORETEX INC	GOGGLES	456.71
351862 BANK OF AMERICA	SUPPLIES	479.49
351876 STATE OF CALIFORNIA	SALES TAX	34.87
351896 DELTA FENCE CO	VANDALISM REPAIR	1,042.00
351922 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	2,389.00
351927 INTERSTATE GRAPHICS	BROCHURES	1,427.00
351957 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	150.00
351970 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	70.83
351988 THE GROWING ROOM AT LIVE OAK	ADMISSIONS REFUND	105.00
351992 UNIVAR USA INC	CHEMICALS	3,957.88
352009 AT AND T MCI	PHONE	95.79
352013 BMI GENERAL LICENSING	BROADCASTING LICENSE	1,053.00
352028 EWING IRRIGATION PRODUCTS	SUPPLIES	412.36
352029 FAR WEST SANITATION & STORAGE	BARRICADE RENTAL	133.53
352040 KNORR SYSTEMS INC	CARBON DIOXIDE LIQUID	205.48
352052 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,900.86
352066 XEROX CORPORATION	COPIER USAGE/LEASE	301.37
352078 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	1,500.00
352089 COLE SUPPLY CO INC	SUPPLIES	2,062.88
352092 COMMERCIAL POOL SYSTEMS INC	POOL COVER	2,379.20
352141 LOWES COMPANIES INC	SUPPLIES	674.09
922345 GRAINGER INC	SUPPLIES	357.52
<b>Recreation Community Cnter</b>		
351876 STATE OF CALIFORNIA	SALES TAX	0.17
<b>Rec Prewett Concessions</b>		
351862 BANK OF AMERICA	TRAINING	580.22
351876 STATE OF CALIFORNIA	SALES TAX	17.13
351880 COCA COLA BOTTLING CO	CONCESSION SUPPLIES	423.35
352009 AT AND T MCI	PHONE	95.77
352062 US FOODSERVICE INC	CONCESSION SUPPLIES	1,878.64
<b>721 Employee Benefits Fund</b>		
<b>Non Departmental</b>		
351839 24 HOUR FITNESS SPORT	PAYROLL DEDUCTIONS	29.99
351842 AFLAC	PAYROLL DEDUCTIONS	7,575.98
351885 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
351887 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	586.30
351897 DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
351898 DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
351900 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
351924 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	1,008.00
351926 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
351940 LINA	PAYROLL DEDUCTIONS	4,852.24
351952 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,538.64
351960 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,662.00
351961 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	5,736.47


Prepared by: Georgina Meek  
 Finance Accounting

8/7/2014

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 JULY 11-31, 2014  
 FUND/CHECK#

351966 PARS	PAYROLL DEDUCTIONS	7,083.75
351968 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	72.02
351973 PERS	PAYROLL DEDUCTIONS	342,738.81
351974 PERS	PAYROLL DEDUCTIONS	295,513.36
351975 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,141.36
351981 SOLAR SWIM AND GYM	PAYROLL DEDUCTIONS	27.00
351982 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	1,067.10
351984 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
351985 STATE OF FLORIDA DISBURSE UNIT	PAYROLL DEDUCTIONS	275.00
351990 RECIPIENT	PAYROLL DEDUCTIONS	112.15
351993 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	283.77
352004 XTREME FITNESS	PAYROLL DEDUCTIONS	104.00
352081 BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	2,320.98
352094 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
352098 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	524.86
352106 DELTA DENTAL	PAYROLL DEDUCTIONS	27,349.91
352126 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
352153 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	5,614.52
352157 PARS	PAYROLL DEDUCTIONS	7,335.16
352160 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	72.02
352165 PERS	PAYROLL DEDUCTIONS	318,654.95
352181 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
352187 RECIPIENT	PAYROLL DEDUCTIONS	112.15
352191 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	364.40
922337 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	626.75
922338 APOA	PAYROLL DEDUCTIONS	12,513.17
922351 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	46,467.64
922355 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	3,184.26

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF AUGUST 12, 2014**

**FROM:** Lynn Tracy Nerland, City Attorney   
**DATE:** July 30, 2014  
**SUBJECT:** **Business License Ordinance Amendments**

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**RECOMMENDATION:**

Consistent with the City Council's action on July 22, 2014 to introduce the ordinance, it is recommended that the City Council adopt an ordinance amending Sections 3-1.108 and 3-1.209; adding Sections 3-1.129, 3-1.130, 3-1.131 and 3-1.132; and renumbering Sections 3-1.231 and 3-1.232 to Chapter 1, "Business Licensing," of Title 3 of the Antioch Municipal Code to address apportionment and other administrative and enforcement provisions under the business license ordinance (Attachment A).

**BACKGROUND INFORMATION**

The City Council introduced the proposed amendments to the business license ordinance on July 22, 2014 to further clarify the recent update to the ordinance regarding administration and enforcement and provide more details regarding the apportionment issue. No revisions were made to the Ordinance presented to the City Council on July 22, 2014.

None of these amendments raises taxes; each is a minor clarification or extension of existing City practices.

**FINANCIAL IMPACT**

The proposed Ordinance further clarifies the recent update to the business licensing procedures and does not increase the amount of the business license tax.

**OPTIONS**

No options are presented as the recommendation is consistent with the Council's prior action to introduce the Ordinance.

**ATTACHMENTS**

A. Proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AMENDING SECTIONS 3-1.108 AND 3-1.209; ADDING SECTIONS 3-1.129, 3-1.130, 3-1.131,  
3-1.132; AND RENUMBERING SECTIONS 3-1.231 AND 3-1.232 IN  
CHAPTER 1, "BUSINESS LICENSING" OF TITLE 3 OF THE ANTIOCH MUNICIPAL CODE**

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

**SECTION 1.** Section 3-1.108 of Title 3 of the Antioch Municipal Code is amended in its entirety to read as follows:

**§ 3-1.108 DUTIES OF TAX ADMINISTRATOR.**

(A) The Tax Administrator or his/her designee shall keep, as required per the City's adopted record retention policy, all applications and related records for business licenses, renewals and revocations.

(B) The Tax Administrator or his/her designee shall collect and administer the business license tax.

(C) The Tax Administrator, in consultation with the City Attorney, and subject to the approval of the City Manager, may:

1. Make rules and regulations not inconsistent with this chapter as may be necessary or desirable to aid in its enforcement; and
2. Promulgate guidelines for the apportionment of the gross receipts of businesses which operate both inside and outside the city to assist taxpayers in calculating the portion of their activities subject to the tax imposed by this chapter.

The Tax Administrator shall give notice of rules and guidelines adopted pursuant to this section in the manner required by law for publication of ordinances of the City Council and such rules shall be effective upon such notice. No such rule, regulation or guideline may increase the tax due from any person under this chapter as "increase" is defined by Government Code section 53750, subd. (h).

**SECTION 2.** Section 3-1.231, "Books and Records" is renumbered to be Section 3-1.127 of Title 3 of the Antioch Municipal Code.

**SECTION 3.** Section 3-1.232, "Appeal" is renumbered to be Section 3-1.128 of Title 3 of the Antioch Municipal Code.

**SECTION 4.** Section 3-1.129, "Interpretation," of Title 3 of the Antioch Municipal Code is adopted to read as follows:

**§ 3-1.129 INTERPRETATION.**

- (A) No Undue Burden. None of the license taxes provided for by this chapter shall be so applied as to occasion an undue burden upon interstate commerce or to violate the equal protection and due process clauses of the Constitutions of the United States and the State of California.
- (B) Exemptions as Matter of Law. Nothing in this chapter shall be construed to apply to any person transacting and carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States or of the State of California from the payment of such taxes as are prescribed in this chapter.
- (C) Intent. This chapter is intended to impose a tax for revenue purposes on those engages in business activity in the City to the full extent of the City's authority to do so, but not to exceed the City's authority or to violate the rights of taxpayers under applicable law. This chapter shall be construed in light of this intent.

**SECTION 5.** Section 3-1.130, "Refunds," of Title 3 of the Antioch Municipal Code is adopted to read as follows:

**§ 3-1.130 REFUNDS.**

No tax shall be refunded unless it is determined by the Tax Administrator that a tax has been paid in error, computed incorrectly, overpaid, or collected illegally. No refund shall be made unless a request is received by the Tax Administrator within one year of the payment of the tax.

**SECTION 6.** Section 3-1.131, "Audits and Adjustments," of Title 3 of the Antioch Municipal Code is adopted to read as follows:

**§ 3-1.131 AUDITS AND ADJUSTMENTS.**

- (A) Any person engaged in a business taxed under this chapter shall maintain and preserve, for a period of at least two years, suitable records as may be necessary to determine the amount of the tax due under this chapter and shall, upon request of the Tax



Administrator, provide the necessary records to substantiate the tax paid or due for such business. If upon audit of such records, the Tax Administrator determines the tax imposed by this chapter has not been paid in full, the Tax Administrator shall notify the taxpayer of the balance due, including any accrued penalties. Such amount shall be paid within 90 days after notice is issued by the Tax Administrator.

(B) If an audit reveals an overpayment, the Tax Administrator shall notify the taxpayer of the amount overpaid. Unless the taxpayer requests a refund of the overpayment within 30 days after notice is issued by the Tax Administrator, the overpayment shall be applied as a credit against the next tax due.

(C) If an audit reveals an underpayment of \$25 or less, the Tax Administrator shall take no action to collect the underpayment.

(D) Rather than request information and conduct an audit, the Tax Administrator may request an applicant to file a corrected application for tax certificate. If such an application is filed and the Tax Administrator is satisfied with its accuracy, the existence of any underpayment or overpayment under this section shall be determined with reference to that corrected application. If a taxpayer fails to file a corrected application or if the Tax Administrator is not satisfied with a corrected application, the Tax Administrator may conduct an audit under subsection (a) of this section.

**SECTION 7.** Section 3-1.132, "Notice," of Title 3 of the Antioch Municipal Code is adopted to read as follows:

**§ 3-1.132 NOTICE.**

Any notice to a taxpayer required under this chapter shall be sufficient if deposited with postage prepaid in the U.S. Mail and addressed to the address provided on the application unless a change of address notice has been received, in which case notice is sufficient if mailed to the most recent address of which the Tax Administrator has been informed.

**SECTION 8.** Section 3-1.209 of Title 3 of the Antioch Municipal Code is amended in its entirety to read as follows:

**§ 3-1.209 LICENSE TAXES; EXEMPTIONS; INTERSTATE COMMERCE; APPORTIONMENT.**

(A) Every person claiming to be entitled to exemption from payment of any license tax provided for in this chapter on the grounds that the imposition of such tax places an unlawful

burden upon his or her right to engage in commerce with foreign nations or among several states or conflicts with the regulation of interstate commerce by the United States shall file an affidavit with the Tax Administrator or his/her designee disclosing the interstate or other character of the business entitling such exemption and containing the following information:

- (1) The name and the location of the person for whom the orders are to be solicited or secured;
- (2) The name of the nearest local or state manager, if any, and his or her address;
- (3) The kind of goods, wares, merchandise, or services to be delivered or performed;
- (4) The place from which the goods, wares or merchandise are to be shipped or forwarded or the services performed;
- (5) The method of solicitation or taking orders;
- (6) The location of any warehouse, factory, or plant within the state;
- (7) The method of delivery;
- (8) The name and the location of the residence of the applicant; and
- (9) Any other facts necessary to establish such claim of exemption.

(B) A copy of the order blank, contract form, or other papers used by such person in taking orders shall be attached to the affidavit. If it appears that the applicant is entitled to such exemption, the Tax Administrator or City Manager, as the case may be, shall issue the permit and licenses required by this chapter upon demonstration the applicant is entitled to them, but shall not collect the taxes required by this chapter to the extent the applicant is exempted from them by law.

(C) Apportionment. When any person's activities occurring both within and without the City contribute to the conduct of business taxed under this chapter or a taxpayer otherwise asserts a right based in applicable law to apportion the tax due under this Chapter, the tax imposed on his or her activities shall be apportioned in a manner that is fairly calculated to determine the amount of gross receipts or the portion of a flat tax derived from or attributable to engaging in business in the City and fairly apportioned to his or her benefits from or burdens on the services of the City. The apportionment shall be made on the basis of payroll, value and situs of tangible property; total business expenses; or by reference to any of these or other factors; or by another method of apportionment that will fairly determine the amount of gross receipts derived from or attributable

to engaging in business in the City proposed by the taxpayer and approved by the Tax Administrator or, in the absence of a proposal by the taxpayer, as the Tax Administrator may reasonably determine.

**SECTION 9. CEQA.**

This ordinance is not a project within the meaning of Section 15378 of the State CEQA (California Environmental Quality Act) Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 15061 (b) (3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

**SECTION 10. Severability.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or its application to any person or circumstance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional and, to that end, the provisions of this Ordinance are severable.

Further, it is not the intention of this Ordinance to increase the amount of tax on any business activity as "increase" is defined in Government Code section 53750(h) and it shall be construed in light of that intent. If, notwithstanding such construction, any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, determined to increase the amount of tax on any business activity, such provision shall be severed from this Ordinance.

**SECTION 11. Effective Date.**

This Ordinance shall be effective thirty (30) days from and after the date of its adoption.

**SECTION 12. Publication; Certification.**

The City Clerk shall certify to the adoption of this Ordinance and cause same to be published in accordance with State law.

\*\*\*\*\*

I do hereby certify that the foregoing ordinance was introduced by the City Council of the City of Antioch on July 22, 2014 and passed and adopted by the City Council of the City of Antioch at a regular meeting held on August 12, 2014, by the foregoing vote:

AYES: COUNCIL MEMBERS

NOES:

ABSENT:

ABSTAIN:

---

Wade Harper, Mayor of the City of Antioch

ATTEST:

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Arne Simonsen, City Clerk of the City of Antioch

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT  
THE COUNCIL MEETING OF AUGUST 12, 2014**

**FROM:** Michelle Fitzer, Administrative Services Director  
Ron Bernal, Public Works Director/City Engineer

**DATE:** August 12, 2014

**SUBJECT: RESOLUTION APPROVING THE CLASS SPECIFICATION OF LEAD  
WAREHOUSE WORKER IN THE LOCAL 1 BARGAINING UNIT AND  
ESTABLISHING A SALARY RANGE**

---

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution approving the class specification of Lead Warehouse Worker in the Local 1 bargaining unit, and establishing a salary range consistent with other Lead Workers.

**BACKGROUND**

- ***Classification***

To briefly recap the June 24<sup>th</sup> report, the Lead Warehouse Worker is a new classification. Currently the incumbent employee is classified as Storekeeper and is represented by Operating Engineers Local 3 (OE3). After meeting with both OE3 and Local 1, all parties agreed to the description and with the City's recommendation to move the classification to Local 1.

- ***Salary***

The only salary action is to assign a salary range to the new Lead Warehouse Worker classification. On June 24<sup>th</sup> the staff recommended matching the salary to the current Storekeeper range. That would have meant no change for the incumbent employee. This recommendation was consistent with the Council's direction during the budget workshops that no salary/equity adjustments be provided.

At the June 24<sup>th</sup> meeting the Local 1 representatives requested that the salary range be matched to the other Lead Worker classifications. At that time it was implied that the City had a contractual agreement with Local 1 that required this action. In essence, that the Memorandum of Understanding included a compensation policy. It does not. Staff has discussed the distinction between a contractual compensation policy and established salary ranges that have been equalized for internal equity purposes with the Local 1 representatives.

Following the last Council meeting staff reviewed the draft Lead Warehouse Worker description, specifically comparing it to the other Lead Worker descriptions. The responsibilities and requirements are in line with the other descriptions. Based on this fact, and the history of equalizing the Lead Worker salary ranges, staff is recommending the salary be matched to the other Lead classifications and be established at \$4,673 - \$5,680 per month, full time.

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8/12/14

Of course, the City remains on a 36 hour workweek, so the incumbent employee actually earns ten percent (10%) less than this amount.

### **FINANCIAL IMPACT**

The annual salary increase is \$2,256. With the other salary related costs, the total annual impact is approximately \$3,000. Seven percent (7%) of this position is charged to the General Fund, which equates to a \$210 annual increase. The remainder is charged to enterprise funds.

### **OPTIONS**

The Council could decide to approve the class specification of Lead Warehouse Worker and assign the salary range of \$4,518 - \$5,492 per month full time, to match the current Storekeeper range. This would create no fiscal impact.

### **ATTACHMENTS**

- A. Resolution Approving the Lead Warehouse Worker Class Specification in the Local 1 Bargaining Unit and Establishing a Salary Range
- B. Lead Warehouse Worker Draft Description

**RESOLUTION NO. 2014/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE CLASS SPECIFICATION OF LEAD WAREHOUSE WORKER IN  
THE LOCAL 1 BARGAINING UNIT AND ESTABLISHING A SALARY RANGE**

**WHEREAS**, staff has been working on completing a comprehensive update of the classification system for the last year; and

**WHEREAS**, the classification of Lead Warehouse Worker is a new classification, whose incumbent is currently classified as Storekeeper and represented by Operating Engineers Local 3 (OE3); and

**WHEREAS**, the City has met with both Local 1 and OE3 regarding the Lead Warehouse Worker classification and all parties have agreed upon the description and that it be in the Local 1 bargaining unit; and

**WHEREAS**, the Lead Warehouse Worker classification does not have an established salary range.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch as follows:

**Section 1.** That the classification of Lead Warehouse Worker, the specification for which is attached hereto as Attachment "B", be approved, added to the City of Antioch Employees' Classification System, and assigned to the Local 1 bargaining unit; and

**Section 2.** That the salary range for Lead Warehouse Worker is established as \$4,673 - \$5,680 per month full time; and

**Section 3.** That copies of this resolution be certified to the Finance Director for budgetary purposes.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12<sup>th</sup> day of August, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

## LEAD WAREHOUSE WORKER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### **SUMMARY DESCRIPTION**

Under direction, leads, oversees, and participates in the more complex and difficult work of staff responsible for receiving, checking, storing, and delivering equipment, materials, and supplies; maintains adequate stock levels and inventories; ensures work quality and adherence to established policies and procedures; maintains adequate stock levels and inventories; performs a variety of semi-skilled and routine maintenance work; maintains a variety of records, logs, and files; operates and maintains a variety of warehouse equipment; and performs a variety of technical tasks relative to assigned areas of responsibility.

### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Lead, plan, train, and review the work of staff responsible for receiving, checking, storing, and delivering equipment, materials, and supplies; perform the most complex work of the unit including conducting the annual inventory for the warehouse.
2. Train assigned employees in their areas of work including proper warehouse methods, procedures, and techniques.
3. Supervise the use, care, operation, and maintenance of warehouse equipment including forklifts, hand trucks, and other City vehicles.
4. Verify the work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensure adherence to safe work practices and procedures.
5. Receive equipment, materials, and supplies; verify incoming shipments for appropriate quantity and quality against purchase orders; note and report shortages, damages, and other discrepancies according to appropriate procedures; post receipt on computer terminals.
6. Assist staff with purchasing needs and requirements for non-inventoried and special items; research and order special materials and supplies as appropriate.
7. Fill requisitions and mark orders for delivery; pick up, deliver, and unload equipment, materials, and supplies; transfer equipment, materials, and supplies to appropriate locations as necessary.
8. Ship out items for repair or replacement as necessary.
9. Work within a budget; code invoices for payment.
10. Issue tools, parts, and equipment daily to meet the requirements of field crews.
11. Maintain inventory at prescribed levels and place orders to maintain these levels; place all received stock items in proper bins, on shelves, designated floor locations or designated locations



in the outside area; maintain records on all materials and supplies; compile records of supply transactions; oversee and participate in all scheduled inventories.

12. Determine changes in order points, assign stock numbers to new items, analyze stock items for obsolete or slow moving items and make recommendations for their disposal.
13. Operate and maintain a variety of warehouse equipment including forklifts, pick up truck, hand trucks, and a variety of hand and power tools and equipment.
14. Maintain cleanliness, security, and safety within the warehouse area.
15. Prepare and run a variety of reports related to warehouse operations; upload and download information into a computer system; maintain a variety of files, records, and logs including purchase order files, shipping/receiving records, parcel deliveries, and inventory records.
16. Perform a variety of general and routine maintenance duties; make keys and repair locks and doors; inspect, service and certify City-owned fire extinguishers; check alarms.
17. Respond to inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.
18. Develop and implement a loss prevention control plan, as needed.
19. Perform related duties as required.

### **QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

#### **Knowledge of:**

- Operations, services and activities of a warehouse receiving and delivery program.
- Principles of lead supervision and training.
- Modern warehousing systems and procedures, including methods of proper and orderly storage, issuances and receipt of materials, stock inventory procedures and space use for maximum utilization.
- Methods, practices, and equipment used in the ordering, receipt, storage, handling, issuing, and preservation of supplies, materials and equipment.
- Purchasing cycles as they apply to materials storage activities.
- Rigging standards and principles used in handling heavy objects.
- Units of weights and measures.
- Principles and procedures of record keeping and filing.
- Mathematical principles.
- Office procedures, methods, and equipment including computers and applicable software applications.
- Operational characteristics of warehousing equipment and tools.
- Inventory procedures, including the appropriate forms for ordering purposes.
- Traffic and safety laws, ordinances, regulations, and rules involved in driving and equipment operation.
- Occupational hazards and standard safety practices.
- Pertinent federal, state, and local codes, laws, and regulations, particularly related to the City's Wastewater collection system, pesticide, and related hazardous materials management.
- Oral and written communications skills.

**Ability to:**

- Lead, organize, and review the work of staff.
- Independently perform the most difficult warehouse receiving and delivery procedures.
- Interpret, explain, and enforce department policies and procedures.
- Operate a warehouse effectively, efficiently, and safely.
- Minimize public and employee safety hazards by conforming to required codes.
- Receive, inspect, issue, deliver, and/or pick-up materials and equipment.
- Operate a variety of warehouse equipment including forklifts and hand trucks in a safe and effective manner.
- Maintain accurate and current records of inventory, materials and supplies.
- Successfully operate various software programs as required using a computer or other types of hand held devices.
- Make mathematical calculations, including fractions and decimals, with speed and accuracy.
- Maintain adequate stock levels.
- Maintain an updated inventory of all fixed assets.
- Prepare and analyze stock records and reports.
- Maintain accurate and current records of warehouse transactions.
- Respond to requests and inquiries from other personnel.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Work independently in the absence of supervision.
- Exercise independent judgment and initiative within established policy guidelines.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers and vendors.

**Education and Experience Guidelines**

**Education/Training:**

Equivalent to completion of twelfth grade.

**Experience:**

Two years of experience in the ordering, issuance, receipt and storage of materials and supplies comparable to a Warehouse Worker II with the City of Antioch.

**License or Certificate:**

Possession of an appropriate, valid Class C driver's license.

Possession of a fire extinguisher license.

Possession of a CPR/First Aid certificate is desirable.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a warehouse setting; exposure to noise, grease, smoke, fumes, and gases; potentially hazardous chemicals; work at heights on scaffolding and ladders; work and/or walk on various types of surfaces including slippery or uneven surfaces; works near moving mechanical parts.

**Physical:** Primary functions require sufficient physical ability and mobility to walk, stand, and sit for prolonged periods of time; frequently stoop, bend, kneel, crouch, crawl, climb, reach, and twist; push, pull, lift, and/or carry moderate to heavy amounts of weights; operate assigned equipment and vehicles; verbally communicate to exchange information.

FLSA: Non-Exempt

Created: August 2014

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT  
THE COUNCIL MEETING OF AUGUST 12, 2014**

**FROM:** Michelle Fitzer, Administrative Services Director

**DATE:** July 29, 2014

**SUBJECT: RESOLUTION ESTABLISHING A SALARY RANGE FOR GIS  
TECHNICIAN**

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**RECOMMENDATION**

It is recommended that the City Council adopt a resolution establishing a salary range for GIS Technician.

**BACKGROUND**

The comprehensive classification plan updates for the Operating Engineers Local 3 (OE3) were approved by Council on June 24, 2014. As staff began the administrative work of implementing the title changes it was noticed that the salary range assigned to the GIS Technician was at the former Junior Community Development Technician monthly range. The incumbent employee is actually an Assistant Community Development Technician. Therefore, the salary range assignment should have matched that classification at \$4,666 - \$5,671 per month.

**FINANCIAL IMPACT**

There is no fiscal impact, as the current employee is already compensated within this salary range.

**ATTACHMENTS**

A. Resolution Establishing a Salary Range for GIS Technician

**RESOLUTION NO. 2014/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ESTABLISHING A SALARY RANGE FOR  
GIS TECHNICIAN**

**WHEREAS**, staff has been working on completing a comprehensive update of the classification system; and

**WHEREAS**, when the Operating Engineers Local 3 update was approved by the City Council on June 24, 2014, a salary range matching the Junior Community Development Technician was assigned to the GIS Technician; and

**WHEREAS**, the incumbent employee is actually an Assistant Community Development Technician, and the GIS Technician salary should have matched that classification.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch as follows:

**Section 1.** That the salary range for *GIS Technician* is established as \$4,666 - \$5,671 per month full time; and

**Section 2.** That copies of this resolution be certified to the Finance Director for budgetary purposes.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12<sup>th</sup> day of August, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

**STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF AUGUST 12, 2014**

**Prepared by:** Tina Wehrmeister, Community Development Director *TW*  
**Date:** August 7, 2014  
**Subject:** **Request to Waive Rental Fees for the  
Annual Black History Art and Artifacts Exhibit in 2015**

**RECOMMENDATION**

It is recommended that the City Council authorize staff to waive rental fees at the Nick Rodriguez Community Center for the Annual Black History Art and Artifacts Exhibit in 2015.

**DISCUSSION**

Dr. Carrie Frazier, representing the collaboration of community groups that organize the Exhibit, requests a waiver of fees to utilize the Multi-Use room in the Nick Rodriguez Community Center for the 2015 annual exhibit. The exhibit was housed at this location in 2014 and was very successful. The rental rates set by the City Council for community center facilities contemplates a single rental day for several hours as the typical customer profile, such as a wedding reception or conference. An art exhibit running for multiple days where it is also not convenient to repeatedly set up and take down the exhibit each day can result in a very costly event. Given these practical considerations and the fact that this presents the City with the opportunity to support a celebration of Black History Month with an in-kind contribution, staff is recommending waiver of the rental fees discussed in greater detail below. The City of Antioch would be identified as an event supporter on marketing and other materials.

The Black History Art and Artifacts Exhibit will occupy the Multi-Use room at the Nick Rodriguez Community Center from Thursday, February 5 to Saturday, February 21, 2015. Dr. Frazier anticipates that the exhibit will be open to the public for seven days. Exact dates are yet to be determined as the exhibit is staffed with volunteers.

**FISCAL IMPACT**

The adopted City Event Policy Section 6.a.ii allows consideration of fee waivers (see Attachment "A"). The fee waiver requested for the Annual Black History Art and Artifacts Exhibit is approximately \$15,600. This includes the rental fees for all days that the exhibit will occupy the Multi-Use room (thereby making it unavailable for other rentals) and required janitorial service fee for seven public viewing days. It is noted that the community room at the Nick Rodriguez Community Center has very little if any rental activity during the week. The refundable \$500 deposit will be collected in the event of accidental damage to the building.

Non-profit rental rate – 12 hours @ \$75/hr x 17 days = \$15,300  
Custodial – \$48/day x 7 days = \$336

**OPTIONS**

Decline to waive the rental fees.

**ATTACHMENTS**

A. City of Antioch Event Policy

# ATTACHMENT "A"

Approved by the Antioch City Council on 11/10/09  
Revised by the Antioch City Council on 02/09/10  
Revised by the Antioch City Council on 04/27/10  
Revised by the Antioch City Council on 03/22/11  
Revised by the Antioch City Council on 02/22/11  
Revised by the Antioch City Council on 02/14/12  
Revised by the Antioch City Council on 02/28/12  
Revised by the Antioch City Council on 11/27/12  
Revised by the Antioch City Council on 03/26/13

## City of Antioch: Event Policy

1. City-Organized Events. The following events are examples of events organized by City staff on City property that are included in the particular department's annual budget. These events can use the City's name or logo, but all advertisements, brochures, etc. must receive City Manager approval in advance.

Child Safety Seat Inspection  
Fall Fest at Prewett Family Park  
Mayor's Golf Tournament to Support Scholarship Fund  
Open House for Public Works Week

2. City-Sponsored Events. The following events are either City organized but not on City property or the City is jointly organizing the event with other organizations. Depending on the event, additional insurance and/or waivers from participants may be required. These events can use the City's name or logo, but all advertisements, brochures, etc. must receive City Manager approval in advance.

Coastal Clean Up  
First Saturday Clean-up events  
Keep Antioch Beautiful  
Memorial Day Parade  
MLK Educational Competition Event  
Veterans' Day Parade

3. City-Supported Events. The following events are supported with staff, supplies or equipment resources only unless specific financial grants are approved. These events are run by other organizations or individuals that will be required to ensure that the appropriate insurance coverage is in place and/or waivers obtained if requested by the City. The City's name or logo should not be used in advertisements or brochures unless approved in advance by the City Manager.

Blues Festival at Waldie Plaza  
Cancer Society Relay for Life  
East County Economic Development Summit  
"Every 15 Minutes"  
Holiday Delites with parade, tree lighting and some vendors



National Night Out  
Neighborhood Watch Meetings  
Police Activities League (PAL) events  
Safety Fairs (e.g. at the Somersville Towne Center and other locations)  
Sister City Program  
Summer Concert Series at Prewett Family Park  
Fourth of July Celebration downtown including fireworks (City Council action on 4/27/10 and on 2/14/12 allowed a water bill insert to announce the event and fundraising with organization to pay the costs of insert 2/14/12; but on 03/26/13 added the event to the category of City-supported events)

4. Using the City's Name or Logo for Soliciting Donations. The following events or activities have not requested or received City support in the form of financial grant, staff assistance, supplies or equipment, but the City Council has given permission to use the City's name in fundraising efforts:

3/28/10, 3/27/11 and 4/1/12 Cesar Chavez Day and future requests for fundraising efforts for educational award component of Cesar Chavez Day if approved by the City Manager (City Council actions on 2/9/10, 2/22/11, 2/14/12 and 11/27/12)

5. City Lease of Facilities or Equipment. The City's rental of facilities or equipment to other organizations or individuals does not indicate City approval, sponsorship or support of the organization, individual or event. The use of the City's name or logo is not authorized in these situations.

6. Other Events. For events that are not listed above, the following protocols shall be followed:

a. City Manager approval is required for the following:

- i. Any public event involving a direct City grant of City funds (grants of \$1000 or more require City Council approval); or
- ii. Any public event involving expenditures for staff time, supplies, equipment or waivers of typical rental fees (expenditures of \$5,000 or more require City Council approval), excluding staff resources solely for reviewing use permits or special event permits; or
- iii. Any event for which the organizers desire to have the City publicly identified as a sponsor or supporter in advertisements, brochures, etc. However, if such City identification will be used for fundraising/donation purposes, then City Council approval will be required.

Approval of these events shall indicate the level of City involvement as categorized above, if any, and any requirements regarding insurance, waivers, advertising, etc.

b. City Council approval is required for the following:

- i. Any public event involving a direct City grant of City funds of \$1,000 or more; or
- ii. Any public events involving an estimated expenditure of \$5000 or more, including estimated costs for staffing, supplies or equipment excluding staff resources solely for reviewing use permits or special event permits.
- iii. Use of the City's name or logo for fundraising or donation purposes.

Approval of these events shall indicate the level of City involvement as categorized above, if any, and any requirements regarding insurance, waivers, advertising, etc.

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF AUGUST 12, 2014**

**PREPARED BY:** Harold Jirousky, Assistant Engineer *HJJ*  
**REVIEWED BY:** Lynne B. Filson, Assistant City Engineer *LF*  
**APPROVED BY:** Ron Bernal, Public Works Director/City Engineer *REB*  
**DATE:** August 4, 2014  
**SUBJECT:** Resolution Accepting Work and Authorizing the Public Works Director/City Engineer to File a Notice of Completion for the Lone Tree Way Intersection Improvements, Deer Valley Road to Hillcrest Avenue, (P.W. 555-12C)

**RECOMMENDATION**

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

1. authorize the Director of Finance to amend the 2013-2014 Capital Improvement Budget to increase Measure "J" funding for this project in the amount of \$100,000.00 and increase the existing contract with Bay Cities Paving and Grading, Inc. by \$173,341.70; and
2. accepting work, authorizing the Public Works Director/City Engineer to File a Notice of Completion and authorizing the Director of Finance to make a final payment of \$65,375.87 plus retention of \$83,967.44 to be paid 35 days after recordation of the Notice of Completion.

**BACKGROUND INFORMATION**

On April 9, 2013, the City Council awarded a contract to Bay Cities Paving and Grading, Inc. in the amount of \$1,476,724.72 for the construction of a second left turn lane on southbound Deer Valley Road at Lone Tree Way and lengthening the existing left turn lane on eastbound Lone Tree Way into the Prewett Water Park and Community Center.

The final contract price is \$1,650,066.42 and varies from the amount awarded predominately due to delays of the relocation of underground facilities by PG&E and additional work for unknown underground obstructions. On August 1, 2014, the contractor completed all work associated with this project.

**FINANCIAL IMPACT**

This project is funded by Measure "J" and Assessment District 27/31R.

**OPTIONS**

No options are suggested at this time.

**ATTACHMENTS**

- A: Resolution Accepting Work
- B: Notice of Completion

**RESOLUTION NO. 2014/\*\***  
**RESOLUTION ACCEPTING WORK AND DIRECTING THE PUBLIC**  
**WORKS DIRECTOR/CITY ENGINEER TO FILE A NOTICE OF**  
**COMPLETION AND AUTHORIZING FINAL PAYMENT TO BAY CITIES**  
**PAVING AND GRADING, INC. FOR THE LONE TREE WAY**  
**INTERSECTION IMPROVEMENTS, DEER VALLEY ROAD TO**  
**HILLCREST AVENUE, INCLUDING DEER VALLEY ROAD/LONE TREE**  
**WAY INTERSECTION AND THE TURN POCKET EXTENSION AT**  
**LONE TREE WAY/PREWETT PARK, ASSESSMENT DISTRICT NO.**  
**27/31R, LONE TREE WAY CORRIDOR**  
**(P.W. 555-12C)**

**WHEREAS**, the Public Works Director/City Engineer has certified the completion of all work provided to be done under and pursuant to the contract between the City of Antioch and Bay Cities Paving and Grading, Inc. for the Lone Tree Way Intersection Improvements, Deer Valley Road to Hillcrest Avenue; and

**WHEREAS**, it appears to the satisfaction of this City Council that the work under this contract has been fully completed and done as provided in the contract documents and the plans and specifications;

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

1. The above-described work is hereby accepted.
2. The Director of Finance is hereby directed to amend the 2013-2014 Capital Improvement Budget to increase Measure "J" funding for this project in the amount of \$100,000.00 and funding of the existing contract with Bay Cities Paving and Grading, Inc. for this project by \$173,341.70.
3. The Public Works Director/City Engineer is directed to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof.
4. The Director of Finance is hereby directed to pay the Contractor a final payment of \$65,375.87 plus retention of \$83,967.44 to be paid 35 days after recordation of the Notice of Completion.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 12<sup>th</sup> day of August, 2014 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**

Recorded at the request  
of and for the benefit  
of the City of Antioch

When recorded, return  
to City of Antioch  
Capital Improvements Division  
P.O. Box 5007  
Antioch, CA 94531-5007

## **NOTICE OF COMPLETION**

**FOR**

**THE LONE TREE WAY INTERSECTION IMPROVEMENTS, DEER VALLEY ROAD  
TO HILLCREST AVENUE, INCLUDING DEER VALLEY ROAD/LONE TREE WAY  
INTERSECTION AND THE TURN POCKET EXTENSION AT LONE TREE  
WAY/PREWETT PARK, ASSESSMENT DISTRICT NO 27/31R,  
LONE TREE WAY CORRIDOR  
(P.W. 555-12C)**

**NOTICE IS HEREBY GIVEN** that the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Bay Cities Paving and Grading, Inc. was completed on August 1, 2014.

The surety for said project was Liberty Mutual Insurance Company.

The subject project consisted of constructing a second left turn lane on southbound Deer Valley Road at Lone Tree Way and lengthening the existing left turn lane on eastbound Lone Tree Way into the Prewett Water Park and Community Center in Antioch, California.

**THE UNDERSIGNED STATES UNDER PENALTY OF  
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
RON BERNAL, P.E.  
Public Works Director/City Engineer

**STAFF REPORT TO THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION AT THE MEETING OF AUGUST 12, 2014**

Prepared By: Dawn Merchant, Finance Director  
Date: August 4, 2014  
Subject: Recognized Obligation Payment Schedule for the City of Antioch as Successor Agency to the Antioch Development Agency

**RECOMMENDATION**

Staff recommends that the City as Successor Agency to the Antioch Development Agency adopt the resolution approving the Recognized Obligation Payment Schedule for the period of January 2015 through June 2015 (ROPS 14-15B).

**DISCUSSION**

As a result of the passage of Assembly Bill 1X26, or Dissolution Act, as amended by Assembly Bill 1484, the City as Successor Agency to the Antioch Development Agency (Successor Agency) is required to prepare a Recognized Obligation Payment Schedule (ROPS) that outlines administrative, contractual and bonded indebtedness expenses of the Successor Agency every six months until all obligations of the former Antioch Development Agency are satisfied. The ROPS incorporates obligations on the Enforceable Obligations Schedule as approved by the City of Antioch as Successor Agency in January 2012.

The ROPS 14-15B for the period of January 2015 through July 2015 is required to be submitted to the Department of Finance (DOF) by October 3, 2014. A draft ROPS for this period is attached (Attachment A). The ROPS 14-15B will be used by the County Auditor-Controller to allocate property tax increment to the City as Successor Agency to pay the obligations listed on the ROPS due for the six month period. The ROPS 14-15B is subject to certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. The Oversight Board is scheduled to review this ROPS on August 18, 2014. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 14-15B (Attachment A), detailing the continuing obligations of the former Antioch Development Agency with payments from January through June 2015. The ROPS is segregated into five pages, with the first page providing a summary of funding requested. The second page details all obligations of the City as Successor Agency to be reimbursed from the Redevelopment Property Tax Trust Fund established at the County level. The third page provides cash balance totals (which outlines any funds retained, being set aside for future approved obligations or unspent from the prior period ROPS distribution). The fourth page provides a reconciliation of authorized to actual expenditures for the approved January through June 2014 ROPS, and the fifth page provides notes to the obligations listed that the City wants to provide further clarification for.

**ATTACHMENT**

- A.** Resolution Approving the Recognized Obligation Payment Schedule for the Period of January 2015 through June 2015 (ROPS 14-15B).
  - 1)** Recognized Obligation Payment Schedule for the Period of January 2015 through June 2015 (ROPS 14-15B)

SA RESOLUTION NO. 2014/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AS THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (“ROPS”) FOR THE SUCCESSOR AGENCY FOR THE PERIOD OF JANUARY 2015 THROUGH JULY 2015 (ROPS 14-15B)**

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

**Whereas**, in June 2011, as part of the 2011-2012 State budget bill, the California State Legislature enacted, and the Governor signed, Assembly Bill 1X 26 to dissolve redevelopment agencies; and

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

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

**NOW THEREFORE BE IT RESOLVED THAT** the City Council of the City of Antioch as the Successor Agency to the Antioch Development Agency hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency for the period of January 2015 through July 2015 (ROPS 14-15B).

\* \* \* \* \*

The foregoing resolution was passed and adopted by the City Council of the City of Antioch as the Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the 12th day of August, 2014 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**

\_\_\_\_\_  
ARNE SIMONSEN, RECORDING SECRETARY



**Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary**

Filed for the January 1, 2015 through June 30, 2015 Period

**Name of Successor Agency:** Antioch  
**Name of County:** Contra Costa

<b>Current Period Requested Funding for Outstanding Debt or Obligation</b>		<b>Six-Month Total</b>
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding</b>		
<b>A</b>	<b>Sources (B+C+D):</b>	<b>\$ 87,139</b>
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	87,139
<b>E</b>	<b>Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 840,550</b>
F	Non-Administrative Costs (ROPS Detail)	715,550
G	Administrative Costs (ROPS Detail)	125,000
<b>H</b>	<b>Current Period Enforceable Obligations (A+E):</b>	<b>\$ 927,689</b>
<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
I	Enforceable Obligations funded with RPTTF (E):	840,550
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(182,052)
<b>K</b>	<b>Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 658,498</b>
<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
L	Enforceable Obligations funded with RPTTF (E):	840,550
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
<b>N</b>	<b>Adjusted Current Period RPTTF Requested Funding (L-M)</b>	<b>840,550</b>

Certification of Oversight Board Chairman:

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

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

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

**Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail**  
**January 1, 2015 through June 30, 2015**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 55,658,721		\$ -	\$ -	\$ 87,139	\$ 715,550	\$ 125,000	\$ 927,689
1	2000 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	11/1/2000	9/1/2017	Bank of New York	Bond issue to fund non-housing projects	Area 1	4,225,600	N			87,139	10,211		97,350
2	2009 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	8/1/2009	9/1/2027	Bank of New York	Bond issue to fund non-housing projects	Area 1	1,897,851	N				20,710		20,710
4	2002 Lease Revenue Bonds	Revenue Bonds Issued On or Before 12/31/10	3/1/2002	1/1/2032	Bank of New York	Bond issue to fund non-housing projects	Area 1,2,3,4,4.1	35,761,369	N				598,097		598,097
5	2002 Lease Revenue Bonds	Reserves	3/1/2002	1/1/2032	Bank of New York	Reserve for future bond payment	Area 1,2,3,4,4.1		N						-
6	Bond administration	Fees	7/1/1994	1/1/2032	Bank of New York	Bond administrative fees	Area 1,2,3,4,4.1	261,800	N				12,000		12,000
7	Marina Subsidy	Miscellaneous	1/1/2002	1/1/2020	City of Antioch	Marina subsidy	Area 1		N						-
12	Administrative costs	Admin Costs	2/1/2012	12/31/2032	City of Antioch/consultants	Administrative expenses for agency	Area 1,2,3,4,4.1	8,875,000	N					125,000	125,000
15	Housing Fund Deficit	SERAF/ERAF	1/14/2013	1/31/2069	City of Antioch Housing Successor	Repayment for housing fund deferred set-aside	Area 1	3,349,891	N						-
16	Markley Creek Culvert	Improvement/Infrastructure	6/15/2011	6/30/2013	City of Antioch for contractual costs	Markley Creek Culvert Improvements to be paid from 2002 Lease Revenue Bond proceeds	Area 1	1,000,000	N						-
17	Property Maintenance	Property Maintenance	9/10/2013	9/10/2023	City of Antioch	Property maintenance for successor agency parcels until disposed of per long range property management plan	Area 1,2,3,4,4.1	287,210	N				74,532		74,532
18									N						-
19									N						-
20									N						-
21									N						-
22									N						-
23									N						-
24									N						-
25									N						-
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47									N						-
48									N						-

**Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances**

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [https://rad.dof.ca.gov/rad-sa/pdf/Cash\\_Balance\\_Agency\\_Tips\\_Sheet.pdf](https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf).

A	B	C	D	E	F	G	H	I	
Cash Balance Information by ROPS Period		Fund Sources					Comments		
		Bond Proceeds		Reserve Balance		Other			RPTTF
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.			Non-Admin and Admin
<b>ROPS 13-14B Actuals (01/01/14 - 06/30/14)</b>									
1	<b>Beginning Available Cash Balance (Actual 01/01/14)</b>	1,276,763				11,493	278,486	\$276,749 in column C represents bond set aside at	
2	<b>Revenue/Income (Actual 06/30/14)</b> RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014	20				87,139	822,242		
3	<b>Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14)</b> RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q					4,810	833,991		
4	<b>Retention of Available Cash Balance (Actual 06/30/14)</b> RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B	1,276,783						Col C -\$276,783 retained for future bond payment/s	
5	<b>ROPS 13-14B RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S	No entry required						182,052	
6	<b>Ending Actual Available Cash Balance</b> C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	-	-	-	-	93,822	84,685		
<b>ROPS 14-15A Estimate (07/01/14 - 12/31/14)</b>									
7	<b>Beginning Available Cash Balance (Actual 07/01/14)</b> (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	1,276,783	-	-	-	93,822	266,737		
8	<b>Revenue/Income (Estimate 12/31/14)</b> RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014	20					2,739,319		
9	<b>Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)</b>					6,683	2,910,009		
10	<b>Retention of Available Cash Balance (Estimate 12/31/14)</b> RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A	1,276,803						Col C -\$276,803 retained for future bond payment/s	
11	<b>Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)</b>	-	-	-	-	87,139	96,047		





**STAFF REPORT TO THE CITY COUNCIL AND SUCCESSOR AGENCY TO THE  
ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION AT THE MEETING OF  
AUGUST 12, 2014**

**Prepared by:** Tina Wehrmeister, Community Development & Recreation Director 

**Date:** August 7, 2014

**Subject:** **Arts & Cultural Foundation of Antioch Services Agreement and  
Use of the Lynn House**

**RECOMMENDATION**

It is recommended that the City Council acting on behalf of the City and City as Successor Agency:

1. Authorize the City Manager to sign a contract amendment with the Arts & Cultural Foundation of Antioch (Foundation) extending the term of services to June 30, 2015 and compensating the Foundation \$63,000 as approved and directed with the FY 14/15 budget adoption.
2. Authorize the City Manager to enter into a Use Agreement for the Lynn House property pending State Department of Finance approval of the Long Range Property Management Plan and transfer of the Lynn House to the City of Antioch for governmental use (art gallery) with the understanding that the use of the Lynn House continue under the terms of the existing Use Agreement until a formal extension can be executed.

**BACKGROUND INFORMATION**

**Contract for Services**

The City of Antioch has contracted with the Foundation for many years in order to utilize the Foundation's expertise in providing art and cultural activities to the community including: curating art exhibits at the Lynn House Gallery and other locations in town, a free summer concert series, sponsorship and support of several community events, website hosting for several community groups, and social media coverage/advertising of community and City events.

During the budget process, the City Council allocated funding to continue to contract with the Foundation for these services.

## Lynn House Use Agreement

The City/Successor Agency has requested that the State Department of Finance approve transfer of several parcels to the City of Antioch as they are in governmental use. These parcels include the Lynn House/Hard House parcel. The Lynn House is currently used as a public art gallery. Once this process is complete a formal extension to the current Use Agreement will be executed. In the interim, it is proposed that the Arts & Cultural Foundation continue to use the Lynn House under the terms of the existing Use Agreement.

## **FINANCIAL IMPACT**

The City Council allocated a total of \$63,000 in the FY 14/15 budget for arts and cultural services. \$38,000 is funded with Transient Occupancy Tax revenue and \$25,000 is funded from the Child Care Fund.

## **OPTIONS**

This action is consistent with the Council's direction during the budget review and adoption. No other options are proposed.

## **ATTACHMENTS**

- A: Amendment to the agreement between the City of Antioch and the Arts & Cultural Foundation of Antioch
- B: Current Lynn House Use Agreement

# ATTACHMENT "A"

## SECOND AMENDMENT TO THE EXTENSION OF SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE ARTS & CULTURAL FOUNDATION OF ANTIOCH

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2014 by and between the CITY OF ANTIOCH, public body corporate and politic, hereinafter referred to as "CITY" and the ARTS & CULTURAL FOUNDATION OF ANTIOCH, a California Non-Profit Corporation, hereinafter referred to as "CONTRACTOR".

### RECITALS

- A. CITY wishes to support an ARTS AND CULTURAL PROGRAM and as a result, wishes to continue to use the expertise of an organization to administer a program for the CITY.
- B. CONTRACTOR will receive payment from the CITY, funded from the Transient Occupancy Tax (TOT) and Child Care Fund.
- C. CONTRACTOR has demonstrated expertise and qualifications to operate an ARTS AND CULTURAL PROGRAM.
- D. CONTRACTOR has shown it has the expertise and background to provide such services to the CITY.

**NOW, THEREFORE**, in consideration of the recitals and the mutual obligations of the parties as herein expressed, CITY and CONTRACTOR agree as follows:

#### 1. Scope of Services

CONTRACTOR agrees, through its services, to perform in a matter satisfactory to the CITY all the functions necessary to provide an ARTS AND CULTURAL PROGRAM. These functions include, but are not necessarily limited to, the services indicated in Exhibit "A" "Scope of Work", which is incorporated herein as part of this Agreement.

#### 2. Compensation for Services

CONTRACTOR will submit a statement of activities bi-annually to the CITY after July 1, 2014 and January 1, 2015. No funds will be released until the appropriate reports are filed with the CITY. CITY will pay the CONTRACTOR up to \$63,000 in fiscal year 2014-15 ("annual compensation"), as payment for performance of activities identified in the Scope of Work (Exhibit "A"). Annual funding amounts are subject to funding and final funding amount is based on current year budget.

CITY's Payment to CONTRACTOR shall be made twice a year: 1) First Payment will be up to \$19,000 in transient occupancy tax ("TOT") and \$25,000 allocated from the



Child Care Fund; and 2) Second Payment will be \$19,000 in TOT funds. If there is a shortfall in receipt of TOT funds, which shall generate less than \$38,000 for the CONTRACTOR, CITY shall allocate funds from other sources to fund CONTRACTOR'S payment of \$38,000.

The CONTRACTOR will have use of the City's mobile stage up to 6 times per year at no charge to the CONTRACTOR other than fees for delivery, setup and take-down of the stage.

The CITY agrees to allow the CONTRACTOR the use of assets noted in Exhibit "B" for the length of the contract. Exhibit "B" is incorporated herein by reference. Replacement of assets listed in Exhibit "B", as needed, is the responsibility of the CONTRACTOR.

**3. Term of Agreement**

The term of this Agreement shall commence on July 1, 2014 and shall continue until the end of the day, June 30, 2015.

**4. Records to be Maintained**

The CONTRACTOR shall maintain all records required by the state and federal regulations, and that are pertinent to the activities to be funded under this Agreement. Such records shall include, but be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial statements shall be prepared by a person certified for such activities;
- d. CONTRACTOR shall retain records for a period of three (3) years.

**5. Reporting**

CONTRACTOR shall submit a written report to CITY on a bi-annual basis of activities relevant to the functioning of the CITY. CONTRACTOR shall also submit a report to CITY on a bi-annual basis of the progress made toward project goals shown in Exhibit "A".

**6. PROGRAM INCOME**

If program is generated by CONTRACTOR under the terms of this Agreement, the program income shall be reported to the CITY, but will be retained by CONTRACTOR. CONTRACTOR will use program income for the provision of services described in Exhibit "A".

By way of further limitations, the CONTRACTOR may use such income during the Agreement period for activities permitted under this Agreement.

7. **Insurance**

CONTRACTOR shall procure and maintain during the term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with CONTRACTOR'S operation. The cost of such insurance shall be borne by the CONTRACTOR. CONTRACTOR shall maintain insurance in amounts at least as high as follows:

- a. General Liability; \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit.
- b. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability limits of at least \$1 million per accident.
- d. CITY, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of CONTRACTOR'S services or premises owned, occupied or used by the CONTRACTOR.
- e. Any deductibles or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, as all approved by the City attorney or her designee.
- f. Coverage shall state that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after Thirty (30) day's prior written notice by mail as been given to CITY.
- h. Insurance is to be placed with insurers with a Best rating of no less than V:VII.
- i. CONTRACTOR shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City Attorney or her designee, prior to occupancy of the premises. The CITY reserves the right to require complete certified copies of all required policies at any time.

- j. The CONTRACTOR'S insurance coverage shall be primary insurance with regard to the CITY, its officers, officials, agents, employees and volunteers. Any insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute to it.

The CONTRACTOR shall agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from the performance of this Agreement.

**8. Indemnification**

CONTRACTOR hereby agrees to indemnify, hold harmless and defend CITY and CITY'S officers, officials, employees, agents, volunteers, contractors or subcontractors from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees and costs, or injuries including personal injuries or death arising out of or in any way connected with the CONTRACTOR'S operations under this Agreement or the performances of this Agreement by CONTRACTOR or its officers, volunteers, directors, officers or agents. Negligent or criminal acts by members of the public at the Property shall not be deemed to be the liability or responsibility of CITY. The indemnity provision of this section shall survive the expiration or cancellation of this Agreement.

**9. Amendments**

Should Federal or State regulations, laws, policies or funding amounts touching upon the subject of this Agreement be adopted or revised during the term, hereof, this Agreement shall be deemed amended to assure conformance with such Federal and State requirements. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such as modifications will be incorporated only by written amendment approved by the legislative bodies of the parties and executed by both parties' authorized designees.

**10. Termination of Agreement**

CITY may terminate this Agreement at any time by giving written notice of same and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. If the Agreement is terminated by CITY as provided herein, CONTRACTOR shall be paid for all work done on behalf of CITY under the terms of this Agreement, up to the effective date of termination. In the event of termination by the CITY, the CITY will pay any expenses incurred towards activities set to occur beyond

the date of termination, including, but limited to expenses such as deposits on performances, rentals, and equipment purchases.

**11. Third Party Beneficiaries**

Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors any rights or remedies under or by reason of this Agreement.

**12. Successors-in-interest**

This Agreement shall be binding on any successors-in-interest of the parties.

**13. Modification**

This Agreement shall be modified only by a written document approved by the legislative bodies of both of the parties.

**14. Project Representation and Notices**

CITY and CONTRACTOR hereby designate the following agents to act as project representatives in the matters dealing with the performance of work under this Agreement and for receipt of all notices:

CITY: City Manager  
CITY OF ANTIOCH  
PO Box 5007  
Antioch, CA 94531-5007

CONTRACTOR: Executive Director  
Arts & Cultural Foundation of Antioch  
PO Box 613  
809 W. 1<sup>st</sup> Street  
Antioch, CA 94509

**15. Entire Agreement**

This Agreement contains all the terms agreed to by the parties on the subject matter of this Agreement. No other understanding, oral or otherwise, shall be deemed to exist of to bind any party. This Agreement shall be modified only by a written document approved by the legislative bodies of both of the parties.

**16. No Assignments or Sub-Leases**

CONTRACTOR'S services are unique to the CITY and thus, there shall be no assignments or sub-leases of this agreement without CITY'S written consent, which shall

be at its sole discretion. However, nothing in this clause shall limit the ability of the CONTRACTOR to make its facilities or programs available for private fund-raising purposes under the terms approved by the City Manager.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF ANTIOCH and by the ARTS & CULTURAL FOUNDATION OF ANTIOCH.

CITY OF ANTIOCH

By: \_\_\_\_\_  
**Steve Duran**  
City Manager

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

CONTRACTOR:

By: \_\_\_\_\_  
**C. Diane Gibson-Gray**  
Executive Director

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**Lynn Tracy Nerland**  
City Attorney

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

## **Exhibit "A"**

### **SCOPE OF WORK**

CONTRACTOR (Arts & Cultural Foundation of Antioch) proposes to provide CITY with the following services in return during the term of the Services Agreement commencing *July 1, 2014* in return for payment as described in that agreement:

#### **2014-15 Scope of Services**

- Host 8-9 Lynn House Gallery / Antioch Historical Society Museum exhibits
- Host 11th Annual Celebration of Art at the Antioch Historical Society Museum
- Host 6 Umpqua Bank Exhibits
- Continue Antioch's Free Summer Concert Series, every Saturday in July & August
- Maintenance for Lynn House Gallery, building /event insurance and other minor facilities related costs
- Continue fiscal sponsorship/staff support for Delta Blues Festival, Kaiser Get Fit, Martin Luther King Jr. Event, Mayor Mentor Program and Keep Antioch Beautiful
- Continue website hosting support for Antioch Historical Society, Rivertown Preservation Society and Women's Club.
- Continue community coverage (photo albums) to increase traffic to [www.art4antioch.org](http://www.art4antioch.org) website traffic, increase Facebook members and news articles in local print newspapers and online news sites
- Continue on Chamber of Commerce executive board

## **Exhibit "B"**

### **LYNN HOUSE CITY PROVIDED GALLERY ASSETS**

1. Conference table (1)
2. Metal/wood desk (2)
3. Metal "L" desk arm (1)
4. Desktop telephone (2)
5. 4-drawer metal file cabinet (1)

# ATTACHMENT "B"

## USE AGREEMENT

### City of Antioch / Arts & Cultural Foundation of Antioch Lynn House Gallery

THIS USE AGREEMENT ("AGREEMENT") is made and entered into this 10<sup>th</sup> day of SEPT., 2008 by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and the ARTS & CULTURAL FOUNDATION OF ANTIOCH, a California nonprofit corporation ("FOUNDATION").

#### Recitals

A. CITY owns real property improved with an art gallery building known as the Lynn House Gallery, located at 809 First Street, Antioch, California. This AGREEMENT pertains to that property, the structure on it and garage and driveway, sometimes referred to herein as "the property", "the premises" or "the gallery".

B. CITY and FOUNDATION are concurrently entering into a Services Agreement in which FOUNDATION will provide a public civic arts program. This Services Agreement, which is an extension of a 2004 Services Agreement the parties previously entered into, will take effect simultaneously with this AGREEMENT in the event of City Council approval. The parties wish to make the property available to the use of FOUNDATION for the carrying-out of the civic arts program. This AGREEMENT is intended to formalize the understandings between the parties regarding the use and operation of the gallery.

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

1. TERM. The Term of this AGREEMENT shall be for three years, commencing for convenience January 1, 2008; however, this AGREEMENT shall not be effective for any period extending beyond the effectiveness of the Services Agreement entered into by the parties. Therefore, if the Services Agreement expires or is terminated before the lapse of three years, then this AGREEMENT shall terminate at the same time.

2. RENT. In recognition of the services that each party shall perform for the other, as well as the variety of civic arts services that FOUNDATION will provide to the City of Antioch, there shall be no rent due or payable under this AGREEMENT; however, FOUNDATION will be responsible for certain expenses.

3. UTILITIES. FOUNDATION agrees to pay any and all charges for electricity, gas, heat, cooling, telephone, sewer use, water and other utilities. Regarding telephone service and security system, the property is connected to and uses CITY's "switch" and will continue to do so. Periodically, CITY will deliver to FOUNDATION a



statement of telephone charges attributable to the property. These charges will be promptly refunded to CITY by FOUNDATION within thirty (30) days after the statement of telephone charges are delivered to FOUNDATION. FOUNDATION will provide its own janitorial service at its own cost and expense and shall maintain the property in a clean, safe and presentable condition, including exterior landscaping and cleanliness.

4. POSSESSORY INTEREST TAX. FOUNDATION acknowledges that Contra Costa County may impose a possessory interest tax for its use of the property, and if such tax is imposed, that FOUNDATION will be responsible for its payment.

5. USE OF PREMISES.

A. FOUNDATION will use the premises for the purpose of operating a public art gallery and as offices for a civic arts program, all as specified in the Services Agreement between the parties.

B. FOUNDATION may also make the premises available for a variety of fund-raising activities for the purpose of raising money for the FOUNDATION's operations, including such events as private receptions and gatherings. FOUNDATION shall abide by any regulations promulgated by the City Manager for such private uses of the property.

6. MAINTENANCE AND REPAIR.

A. CITY's Responsibilities:

CITY shall be responsible for the maintenance and repair of the premises including roofing, the driveway, exterior painting, HVAC, windows, major plumbing and/or structural repairs. In the event of any major repair, CITY may make the determination whether to do the work or to terminate this AGREEMENT.

B. FOUNDATION's Responsibilities:

FOUNDATION shall maintain the premises in good and safe condition, including janitorial services, minor electrical repair, routine plumbing, interior painting, decorating and landscaping.

7. RIGHT OF ENTRY. FOUNDATION shall permit CITY's employees to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

8. SIGNS. FOUNDATION shall not construct or install any exterior sign without the prior written consent of the CITY.

9. IMPROVEMENTS. Any and all improvements made to the premises during the term of this AGREEMENT shall belong to the CITY, except trade fixtures of

the FOUNDATION. FOUNDATION may, upon termination hereof, remove its own trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by such removal. Prior to making any improvements to the property, FOUNDATION shall obtain CITY's approval and any required permits.

10. ABANDONMENT. If FOUNDATION shall abandon or vacate the premises, any personal property left upon the premises shall be deemed to be abandoned, at the option of the CITY, and shall become CITY's property.

11. ASSIGNMENT. The services to be provided by FOUNDATION are special and therefore this AGREEMENT shall not be assigned to any party without the prior written consent of CITY, which shall have exclusive determination on the matter. Any unauthorized assignment shall be void and this AGREEMENT shall subsequently terminate.

12. COMPLIANCE WITH LAWS. FOUNDATION shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities.

13. CITY'S INDEMNIFICATION. FOUNDATION hereby agrees to indemnify, hold harmless and defend CITY and CITY'S officers, officials, employees, agents, volunteers, contractors or subcontractors from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees and costs, or injuries including personal injuries or death arising out of or in any way connected with the FOUNDATION's operations under this AGREEMENT or the performances of this AGREEMENT by FOUNDATION or its officers, volunteers, directors, officers or agents. Negligent or criminal acts by members of the public at the premises shall not be deemed to be the liability or responsibility of CITY. The indemnity provision of this section shall survive the expiration or cancellation of this AGREEMENT.

14. DISCLAIMER OF CONDITION OF PROPERTY. CITY makes no warranty or representation of any kind concerning the property or the fitness of the property for the use intended by FOUNDATION. FOUNDATION has inspected the property, knows and accepts its condition, waives any express or implied indemnity against CITY.

15. INSURANCE. FOUNDATION shall maintain during the term of this AGREEMENT insurance against claims or injuries to persons or damages to property arising from or in connection with FOUNDATION's operation and use of the premises. The cost of such insurance shall be borne by the FOUNDATION. FOUNDATION shall maintain insurance as follows:

A. General Liability, in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit.

The General Liability policy is to contain, or be endorsed to contain, the following provisions:

i. The CITY, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by endorsement as respects to liability arising out of premises owned, occupied or used by the FOUNDATION. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, agents, employees or volunteers.

ii. The FOUNDATION's insurance coverage shall be primary insurance with regard to the CITY, its officers, officials, agents, employees and volunteers. Any insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of FOUNDATION's insurance and shall not contribute to it.

iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by mail has been given to the CITY.

B. Property Insurance. The FOUNDATION will maintain full replacement cost coverage with no coinsurance penalty provision. The FOUNDATION will also maintain property insurance covering personal property in the gallery/premises.

C. Worker's Compensation Insurance & Employer's Liability. If FOUNDATION hires employees, it shall also take out and maintain Workers' Compensation Insurance as required by state law. FOUNDATION shall also maintain \$1,000,000 in Employer's Liability Insurance.

D. General Requirements.

i. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the CITY, or the FOUNDATION shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses as approved by the City Attorney.

ii. Coverage shall state that the FOUNDATION's insurance shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

iv. FOUNDATION shall furnish to the CITY certificates of insurance

and an endorsements as required by this clause.

16. DEFAULT BY FOUNDATION. In the event of any breach of this AGREEMENT, CITY, in addition to other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from its premises. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of, FOUNDATION. The CITY will store this property for FOUNDATION for a period of thirty (30) days, after which time the CITY may dispose of the property in any manner in its sole discretion if the FOUNDATION does not accept responsibility for the property.

17. MISCELLANEOUS PROVISIONS.

A. No Personal Liability. No member, official or employee of CITY shall be personally liable in the event of any default or breach of this AGREEMENT.

B. Entire Agreement. This AGREEMENT constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing between the parties with respect to the subject matter of this AGREEMENT.

C. Modification. This AGREEMENT may be modified or amended only by a written document signed by representatives of both parties.

D. Applicable Law; Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this AGREEMENT, the rules, regulations, statutes and laws of the State of California shall control. Any litigation concerning this AGREEMENT shall be initiated in Contra Costa County.

E. Severance. If any party of this AGREEMENT is invalid by reason of law or governmental regulation, or if any provisions are waived by the City, the remaining portions of this AGREEMENT shall remain in full force and effect.

F. No Decision. Nothing contained in this AGREEMENT shall be deemed a gift or dedication of any portion of the Property to or for the general public or for any public purpose whatsoever. This AGREEMENT shall be strictly limited to and for the purposes expressed within.

G. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same AGREEMENT.

H. Authority. The parties represent that the individuals signing this AGREEMENT have the authority to do so.

18. NOTICES. Any notice, insurance certificate or endorsement which either party may or is required to give the other shall be given by mailing, postage

prepaid, to the below-designated places, or at such other place as may be designated by the parties from time to time:

**To CITY:**

City Manager  
PO Box 5007  
Antioch, CA 94531-5007  
Fax No.: (925) 779-7003


**To FOUNDATION:**

Executive Director  
Arts & Cultural Foundation of Antioch  
PO Box 613  
Antioch, CA 94509

**IN WITNESS WHEREOF**, this AGREEMENT is executed by the CITY OF ANTIOCH, by its authorized representative the City Manager, and by ARTS & CULTURAL FOUNDATION OF ANTIOCH, acting by and through its authorized representative.


CITY OF ANTIOCH:

ARTS & CULTURAL  
FOUNDATION OF ANTIOCH

By:   
\_\_\_\_\_  
**Jim Jakel**  
City Manager

By:   
\_\_\_\_\_  
**C. Diane Gibson-Gray**  
Executive Director

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
**Chance C. Hawkins**  
Deputy City Attorney

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE  
COUNCIL MEETING OF AUGUST 12, 2014**

**FROM:** Lynn Tracy Nerland, City Attorney 

**DATE:** August 7, 2014

**SUBJECT: Filling a City Council Vacancy**

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**ACTION ITEM:**

With Council Member Gary Agopian's death on July 28, 2014, state law provides the following options for addressing the vacancy on the City Council within 60 days of the vacancy:

1. Call a special election to fill the vacant seat, which would arguably not require the City Council to do anything further because the seat is already up for the regular election on November 4, 2014 and the City Council has already called for that regular election; or
2. Appoint a person to fill the City Council vacancy until the election results in November are certified and the elected Council Member seated.

**BACKGROUND:**

As the City has not adopted an ordinance regarding City Council vacancies, California Government Code section 36512(b) governs the options in this situation. Under this state law, when a vacancy occurs in an elective office, the City Council:

shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

Not less than 114 days after the July 28, 2014 vacancy date means that a special election could not occur before November 19, 2014 – after the regular election on November 4, 2014 when Council Member Agopian's seat was already scheduled to be filled. The California Government Code does not address this specific timing situation, but a common sense reading strongly suggests that the regular election in November 2014 should fulfill the statutory option of having a special election that would not occur until 2015. Likewise, it is difficult to imagine that the California Legislature meant that

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08/12/14

the only option in this situation is an appointment. As the Government Code allows the position to remain vacant for at least 114 days until a special election, then a shorter vacancy because the position was already scheduled to be filled at a regular election date would be consistent with the underlying policy that the vacant position be filled either by appointment or by election. Further, this approach would not disadvantage any prospective candidates, especially as Council Member Agopian had already publicly announced that he was not running for re-election.

If the City Council is interested in making an appointment within 60 days of July 28, 2014, it may do so with or without a formal application process. Accordingly, any Council Member can make a motion to appoint a specific person, which would need to be seconded and approved by at least three votes. (Attachment A)

Alternatively, the Council could call for interested persons to submit applications for the vacant Council position to be considered by the City Council at a special or regular meeting. In the past, the City Council required the application to include a nomination paper signed by at least 20 but not more than 30 registered voters; a statement of qualifications of not more than 400 words; and an oral presentation of 3 or 5 minutes at a Council meeting. The City Council would need to determine whether to follow this process and if so, when the application packages are due and a meeting date at which the Council would consider applications. The second resolution attached to this report outlines this option with blanks to be completed (Attachment B).

If someone were appointed to the position, then that person would only hold office for the remainder of the term, which would be to the end of November or early December 2014 when the election results are certified and a new Council Member is seated.

#### **FISCAL IMPACT:**

Not appointing someone and waiting for the election in November 2014 would incur no additional staff time or costs and would involve some savings as to the salary and benefits provided Council Members.

The option of appointing someone directly would incur staff costs and time in briefing that individual, as well as the payment of salary and benefits provided Council Members, which has been budgeted.

The option of requesting interested applications would require some additional staff time and costs to coordinate, as well as the payment of salary and benefits provided Council Members, which has been budgeted.

#### **ATTACHMENTS:**

- A. Resolution appointing a person to fill the City Council vacancy
- B. Resolution inviting applications for appointment to fill the City Council vacancy

**RESOLUTION NO. 2014/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPOINTING \_\_\_\_\_ TO THE CITY COUNCIL**

**WHEREAS**, with Council Member Gary Agopian's death on July 28, 2014, a vacancy was created on the City Council until the certification of the election results in November 2014; and

**WHEREAS**, Government Code §36512 requires the City Council to make an appointment or call a special election within 60 days of the occurrence of the vacancy; although in this situation the seat was already scheduled to be filled at the November 4, 2014 regular election; and

**WHEREAS**, Government Code §36512 provides that the City Council may appoint an individual to a vacancy occurring on the City Council;

**NOW, THEREFORE, BE IT RESOLVED** that \_\_\_\_\_ is appointed to the Antioch City Council to fill the unexpired City Council term of Gary Agopian, which expires following the certification of the results of the November 4, 2014 election and seating of the newly elected Council Member.

**BE IT FURTHER RESOLVED** that this appointment shall be effective immediately upon \_\_\_\_\_ taking the oath of office.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of August 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**CITY CLERK OF THE CITY OF ANTIOCH**



**RESOLUTION NO. 2014/\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
INVITING APPLICATIONS FOR APPOINTMENT TO THE  
CITY COUNCIL**

**WHEREAS**, with Council Member Gary Agopian's death on July 28, 2014, a vacancy was created on the City Council until the election in November 2014; and

**WHEREAS**, Government Code §36512 requires the City Council to make an appointment or call a special election within 60 days of the occurrence of the vacancy; although in this situation the seat was already scheduled to be filled at the November 4, 2014 regular election; and

**WHEREAS**, the City Council desires to invite applications from those persons interested in being appointed to fill the unexpired City Council term of Gary Agopian, which expires following the certification of the results of the November 4, 2014 election and seating of the newly elected Council Member;

**NOW, THEREFORE, BE IT RESOLVED** that the following rules are established for the invitation and consideration of applications:

1. Not later than 4:30 p.m. on \_\_\_\_\_, 2014 persons interested in being considered for appointment to the remaining term shall submit to the City Clerk:

- a) Nomination Paper with the signatures of at least 20 but not more than 30 Antioch registered voters;
- b) Candidate's Statement not exceeding 400 words, indicating why the applicant has an interest in being appointed to the Antioch City Council, his or her qualifications, background, and any other information which the candidate considers would be useful to the City Council in selecting and making an appointment; and
- c) A completed Statement of Economic Interests (Form 700 from the Fair Political Practices Commission).

2. On \_\_\_\_\_, 2014 starting at \_\_\_\_\_ p.m. applicants may make an oral statement to the City Council in an open and public City Council meeting not exceeding three minutes in length summarizing their Candidate's Statement.

3. It is the intention of the City Council to make an appointment on \_\_\_\_\_, 2014.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12<sup>th</sup> day of August 2014 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**CITY CLERK OF THE CITY OF ANTIOCH**

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF AUGUST 12, 2014**

**PREPARED BY:** Steve Duran, City Manager 

**DATE:** July 30, 2014

**SUBJECT:** DESIGNATION OF A VOTING DELEGATE AND ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – SEPTEMBER 3-5, LOS ANGELES

**RECOMMENDATION:**

It is recommended that the Council consider whether or not to appoint a voting delegate and alternate delegate to attend the 2014 League of California Cities Annual Conference.

**BACKGROUND:**

The League's 2014 Annual Conference is scheduled for September 3-5 in Los Angeles. An important part of the Annual Conference is the Annual Business Meeting, scheduled for noon on Friday, September 5, at the Los Angeles Convention Center. At that meeting the League membership considers and takes action on resolution that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

The attached Voting Delegate form must be completed and returned to the League's office no later than Friday, August 15, 2014. This allows the League's office time to establish voting delegate/alternate records prior to the conference.

At this time, no Council members have confirmed that they plan to attend the 2014 League Annual Conference.

**FISCAL IMPACT:**

The City Council conference budget includes sufficient funds to cover the expense to attend the League conference this year. The City Clerk plans to attend at his own expense

**ATTACHMENT:**

League of California Cities' letter dated May 1, 2014 and Conference Voting Procedures 2014 Annual Conference Voting Delegate/Alternate Form

Council Action Advised by July 31, 2014

RECEIVED

MAY 12 2014

CITY OF ANTIOCH  
CITY CLERK

May 1, 2014

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – September 3 - 5, Los Angeles**

The League's 2014 Annual Conference is scheduled for September 3 - 5 in Los Angeles. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 5, at the Los Angeles Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 15, 2014. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Los Angeles Convention Center, will be open at the following times: Wednesday, September 3, 9:00 a.m. – 5:30 p.m.; Thursday, September 4, 7:00 a.m. – 4:00 p.m.; and Friday, September 5, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 15. If you have questions, please call Karen Durham at (916) 658-8262.

Attachments:

- 2014 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## Annual Conference Voting Procedures 2014 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: \_\_\_\_\_

2014 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 15, 2014. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: \_\_\_\_\_

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

2. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

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

3. VOTING DELEGATE - ALTERNATE

Name: \_\_\_\_\_

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

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

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

Please complete and return by Friday, August 15, 2014

League of California Cities  
ATTN: Karen Durham  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

FAX: (916) 658-8220  
E-mail: kdurham@cacities.org  
(916) 658-8262

**REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF  
AUGUST 12, 2014**

**PREPARED BY:** Steve Duran, City Manager 

**DATE:** July 30, 2014

**SUBJECT:** DISCUSSION OF CONSIDERING A MINIMUM WAGE ORDINANCE  
FOR THE CITY OF ANTIOCH

**RECOMMENDATION:**

Receive staff report; discuss whether or not the City should consider a minimum wage ordinance; and direct staff.

**FISCAL IMPACT:**

Staff's recommendation has no fiscal impact. Should the Council direct staff to move forward with additional work, the fiscal impacts of the additional work and budgetary impacts of a local minimum wage can be estimated.

**DISCUSSION:**

**The Issue:** The issue is whether or not the City of Antioch should consider an ordinance to create a minimum wage in the City that would be higher than the Federal and State minimum wages. The merits of the positive and negative impacts Federal and State minimum wage laws in not at issue, so staff has focused on potential local impacts of a local minimum wage in excess of Federal and State minimum wages.

**Background:** Earlier this year, the City Council directed staff to bring the City Council a discussion item on whether or not the City should consider a minimum wage ordinance for the City of Antioch.

Staff has not done extensive research on the issue and, given other priorities, will not unless the City Council directs staff to do a thorough analysis. This report will simply frame the issue, provide some pro and con arguments, and make a recommendation.

**Analysis:** A number of cities have passed local minimum wage ordinances in recent years. Recently, the City of Richmond became the first city in Contra Costa County to pass a minimum wage ordinance. The debates in Richmond were quite contentious and it took several months before the City Council passed the ordinance, which ended up being quite complex. It can be found on their website: <http://www.ci.richmond.ca.us/index.aspx?NID=2856>.

The first question the City Council may wish to consider is "why?" Why would a City want to pass a minimum wage when the Federal and State governments already have a minimum wage that includes Antioch? One reason a city might consider a local minimum wage would be that a particular city may have a significantly higher cost of living than the State. For example, the cost



of purchasing or renting a home in New York City or San Francisco is extremely high and drives up the cost of goods and services as well because businesses also have to own or rent facilities locally. Thus, to help minimum wage workers afford to live in these higher cost cities, a higher minimum wage than the State minimum might be beneficial. However, higher wages put upward pressure on prices, so the costs should be considered along with the benefits.

Another question would be “what are the impacts of local minimum wage?” Like the argument for a minimum wage in general, it raises the quality of life for minimum wage workers. The global con argument is that it puts upward pressure on the next level of wages, increases the cost of goods and services, and reduces the number of minimum wage jobs. The local impacts of a local ordinance, however, have more to do with the City’s competitiveness in attracting and keeping businesses and jobs in Antioch.

For example, if Antioch has a higher minimum wage than Pittsburg, Brentwood and Oakley, then existing Antioch small businesses that have minimum wage workers are at a competitive disadvantage with competing businesses in other East County cities. The business options include absorbing the cost, cutting other employee benefits, reducing the workforce, moving the business or raising prices, if the market allows. These options are not mutually exclusive.

In addition, a higher minimum wage than neighboring cities could hamper business attraction efforts by the City of Antioch. If a restaurant, for example, is looking for one East County location and employs minimum wage workers, Pittsburg, Brentwood and Oakley become relatively more attractive than Antioch. The same would be true for other businesses that employ minimum wage workers.

An Antioch minimum wage would also have a direct impact on the City’s workforce costs. Our Recreation Department employs part time and temporary minimum wage workers and so the cost of those positions would go up. Of course, raising those wages would in turn create compaction issues with the next level of workers and then the next, right up the schedule of salaries and benefits. Since the City is unionized, the various bargaining units may want to renegotiate their Memorandums of Understanding due to compaction and equity issues. Staff has not been directed to analyze these impacts. The cost of the impacts would depend on the amount of a proposed minimum wage.

**Conclusion:** Staff recommends against the Council considering a local minimum wage for the City of Antioch for the following reasons: A minimum wage higher than our neighboring cities puts Antioch at a competitive disadvantage for business attraction, business retention and job creation. A minimum wage higher than the State of California increases the City’s labor costs and could, thereby, delay the elimination of Friday furloughs for many City workers or increase the projected structural deficit. Antioch is not a high cost of living city and is relatively affordable relative to the Bay Area in general, so there is not a compelling reason why Antioch should have a higher minimum wage than other Bay Area cities. Finally, since California has a higher minimum wage than the Federal minimum wage, staff recommends that we either leave this issue to the State or, if anyone thinks the minimum wage should be higher, elected officials at the State level should be encouraged to champion that issue.

**ATTACHMENTS:**

None

**REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF  
AUGUST 12, 2014**

**PREPARED BY:** Steve Duran, City Manager 

**DATE:** August 6, 2014

**SUBJECT:** COMMUNITY OUTREACH AND COMMUNICATIONS PLAN FOR THE  
PROPOSED ANTIOCH DOWNTOWN EAST RESIDENTIAL  
DEVELOPMENT PROJECT

**RECOMMENDATION:**

Receive report and file.

**FISCAL IMPACT:**

Staff's recommendation has no fiscal impact beyond staff costs to implement

**DISCUSSION:**

**Background:** On June 24, 2014, the City Council approved a Request for Qualifications and Proposals (RFQ/P) to initiate the solicitation process for a development team to develop a residential transit oriented/infill project on sites owned by the City of Antioch. The sites are located on the east end of Antioch's Historic downtown and the development proposal is to include the construction of a new 10,000 square foot Senior Center on a City owned site to be determined. This staff recommendation was approved with the addition that community input should be sought in the process. At the July 22<sup>nd</sup> City Council Meeting, the Council directed staff to bring a communications plan back to the Council, which is the purpose of this report.

The approved RFQ/P was released the week of June 30<sup>th</sup>. The purpose of the RFQ/P is to seek a highly qualified developer through a competitive process to develop a market- rate for-sale residential transit oriented in-fill development on the east end of historic downtown Antioch in a Priority Development Area (PDA) immediately adjacent to the "Rivertown Business District." The RFQ/P also noted the City's desire to leverage the natural beauty and ambiance of the San Joaquin River and the now quaint Rivertown Business District into a vibrant neighborhood village by attracting a new, higher density, homeowner presence to anchor downtown on the east and west ends. This will provide evening and weekend population to compliment City and School District workday population and thereby make downtown more viable for local shops, restaurants, entertainment, and other downtown businesses providing services to the community and visitors.

As staff noted in the RFQ/P Staff Report, the City owns a number of adjacent development sites on the east end of downtown Antioch. The City's control of these sites and the current housing market make this a opportune time to move forward aggressively with what will be a catalytic project for downtown revitalization.

**Communications Plan – Schedule and Community Outreach:** As set forth in the RFQ/P that the Council approved on June 24th, the time line for subsequent actions started with the release of the RFQ/P during the week of June 30, 2014. At this point, the RFQ/P has been released and a pre-proposal meeting with interested developers has been held. The next date of note is the due date for responses to the RFQ/P, which is August 14<sup>th</sup>. Currently, staff is answering questions from a number of developers.

Once developer submittals are received, staff will short list developers for face to face interviews with staff and expert consultants. We hope to complete interviews by mid-September and negotiate an Exclusive Right to Negotiate (ERN) Agreement for City Council consideration by the end of October.

On a parallel track, staff is planning for two focus groups. One for seniors that attend our Senior Center activities and the other for the theater groups that use the Nick Rodriguez Community Center. We will schedule their meetings for September so that we will have an idea whether or not a new Senior Center is economically feasible as part of the project. If not, staff will recommend that net sales proceeds from the former lumber yard blocks specified in the RFQ/P be used to upgrade the existing Nick Rodriguez and Senior Center facility.

Once the City Council approves an ERN with a developer, staff will schedule two community cafes, inviting all interested parties to provide input that will inform the scope and design of the proposed project. One community café will be at the Police Department Community Room. The other will be at the Prewett Community Center, as we are seeking input from all Antioch residents.

In addition to these specific outreach events, staff will be sharing the same information with the Chamber of Commerce Governmental Affairs Committee and the Economic Development Commission, and updates will be included in the City Manager's Weekly and Monthly Reports as appropriate.

**Community Communication Plan Summary:**

City Council Meeting and approval of RFQ/P	June 24, 2014
City Council Meeting submission of Communication Plan	August 12, 2014
Senior Focus Group	September 2014 TBD
Theater Focus Group	September 2014 TBD
Chamber of Commerce Governmental Affairs Committee	September 2014 TBD
Economic Development Commission	October 2014 TBD
City Council Meeting to consider ERN with Developer	Oct.- Nov. 2014 TBD

Community Café #1

November 2014 TBD

Community Café #2

November 2014 TBD

Weekly and Monthly City Manager Reports

Ongoing as Appropriate

**ATTACHMENTS:**

Attachment A – Request for Proposals and Qualifications

# **REQUEST FOR QUALIFICATIONS AND PROPOSALS**

## **City of Antioch Downtown East Transit Oriented Residential Development**

### **City Council**

Wade Harper, Mayor, Chair  
Mary Rocha, Mayor Pro-Tem  
Gary Agopian, Council Member  
Tony Tiscareno, Council Member  
Monica Wilson, Council Member

Steve Duran  
City Manager

Telephone: (925) 779-7011  
Fax: (925) 779-7003  
[www.ci.antioch.ca.us](http://www.ci.antioch.ca.us)

July 1, 2014

For more information concerning this opportunity contact:  
Brian Nunnally, Economic Development Program Manager, at (925) 779-6168

# **City of Antioch Historic Downtown East Transit Oriented/Infill Residential Development**

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- VIII. CITY NON-LIABILITY AND RELATED MATTERS**
- IX. PROJECT AREA MAPS**

## I. EXECUTIVE SUMMARY

- Opportunity:** Develop a residential transit oriented/infill development on sites owned by the City of Antioch located on the east end of Antioch's historic downtown, also known as the Rivertown Business District, and build a new 10,000 square foot senior center on a City owned site to be determined.
- Sites:** The development sites are mapped in attached exhibits. They are within a Priority Development Area that includes an Amtrak rail station and is planned for a future ferry terminal. There are five sites totaling approximately 129,373 square feet, or 2.97 acres.
- Development Team:** Qualified development teams must have substantial residential in-fill development experience and commercial and/or mixed-use development experience. Teams must include an experienced urban in-fill/transit architect and fiscal consultant.
- Property Disposition:** The City desires to execute a Purchase and Sale Agreement and Development Agreement that includes at a minimum a scope of development, schedule of performance, pro-forma, and detailed development plan prior to transfer of title.
- Selection Process:** The First Round is the submittal of qualifications, a vision for the project and a term-sheet level financial proposal. Next, an evaluation of submittals by a panel of staff and consultants will generate a short list of qualified development teams. Additional information will be sought during this Second Round of evaluations from "short-listed" development teams. Staff and consultants will interview and rank the "short listed" development teams. The highest rated development team will be recommended to the City Council to enter into an Exclusive Right to Negotiate (ERN) for the development of the property.
- Pre-Application Meeting & Tour:** July 23, 2014 at 10am in the Nick Rodriguez Community Center at 213 F Street, Antioch, CA.
- Due Date:** August 14, 2014 at 5:00PM (PST)
- Contact:** Brian Nunnally, Economic Development Program Manager, City of Antioch at (925) 779- 6168  
[bnunnally@ci.antioch.ca.us](mailto:bnunnally@ci.antioch.ca.us)

## II. THE VISION

**Background:** The City of Antioch is pleased to offer an opportunity to develop a market rate residential transit oriented in-fill development on the east end of historic downtown Antioch in a Priority Development Area (PDA) immediately adjacent to the “Rivertown Business District.” The City owns a number of parcels comprising adjacent development sites on the east end of downtown Antioch. The City’s control of these sites and the current housing market make this a opportune time to move forward aggressively with what will be a catalyst project for downtown revitalization.

The City desires to leverage the natural beauty and ambiance of the San Joaquin River and the now quaint Rivertown Business District into a vibrant neighborhood village by attracting a new, higher density, homeowner presence to anchor downtown on the east and west ends. This will provide evening and weekend population to compliment City and School District workday population and thereby make downtown more viable for local shops, restaurants, entertainment, and other downtown businesses providing services to the community and visitors.

Several downtown plans have been developed over the years, the most recent of which is the 2008 Initial Study: Antioch Rivertown Waterfront Development by ARCADIS in association with Economic & Planning Systems. There is also a 1991 Antioch Urban Waterfront Restoration Plan by the Planning Collaborative. These plans inform the City’s vision. The City has recently received a grant to complete a “Specific Plan” for historic downtown, which will move forward in coordination with the planning for the sites under this RFQ/RFP process along with the required California Environmental Quality Act (CEQA) documents for the project and the Specific Plan.

The project envisioned for the east side of downtown, however, needs to move forward aggressively in order to take advantage of favorable market conditions so that downtown revitalization can begin and a new Senior Center can be built over the next few years. The successful development team must present a vision for downtown revitalization informed by the aforementioned plans as well as a development schedule that moves this project towards completion.

**Goals:** The key goals for the Proposed Project are:

- Develop the sites as a master planned transit oriented/infill project.
- High quality for sale/market rate residential units with a maximum density of 20 units per acre.
- Build an approximately 10,000 square foot Senior Center on a City owned site to replace the Nick Rodriguez Community Center that will be demolished as part of this project.



- Incorporate the attached Design Guidelines in the project to ensure high quality design and construction.
- Move quickly to take advantage of market conditions and be a catalyst for downtown revitalization.

### **III. THE SITE**

**Site Description:** The project sites, mapped on the attached exhibits, are located at the eastern end of Antioch's historic downtown. The total approximate land area of the Sites is 2.97 acres and includes the Nick Rodriguez Community and Senior Center, approximately 33,000 square feet, surface parking lot and two vacant lots.

**Current Zoning:** The Sites are currently zoned RTR-10 (Rivertown Low Medium Density Residential). The Planning Division is currently working on updating the General Plan and preparing a new downtown Specific Plan and will work with the selected development team regarding development compatibility with existing zoning and policy documents; with existing and intended surrounding uses; and necessary policy and ordinance amendments to achieve desired density and other proposal attributes.

### **IV. DEVELOPMENT TEAM SELECTION**

The process to select a developer to be offered an Exclusive Right to Negotiate (ERN) concerning acquisition and development of the property will occur as follows: The first step requires prospective developers to attend an informational meeting at which staff will answer questions concerning the property and the RFQ/P and negotiation process. Then interested parties may submit proposals containing qualifications for the development team, preliminary master plans, financial terms and conditions such as purchase price, deposit, and other materials as outlined in Section V, First Round Submittal Requirements, in accordance with the schedule contained in Section VII, Selection Criteria, Process and Schedule. Developer proposals complying with the Submission Requirements will be reviewed by a Staff Review Committee. Upon completion of this review process, a limited number of firms will be asked to make project presentations to the Staff Review Committee, as outlined in Section VI, Second Round Submittal Requirements and staff will recommend a developer to the City Council for an ERN for a three month period to finalize a Term Sheet. During this three-month period, the developer must also demonstrate the financial feasibility of the proposed project, complete a detailed master plan including conceptual renderings, and prepare a development phasing plan and provide a schedule for implementation.

If the City Council approves the Term Sheet, the ERN period will be extended for four additional months to finalize a Purchase and Sale Agreement (PSA) and Development Agreement (DA) for the City Council to consider. Developers are referred to Section VII, Selection Criteria, Process and Schedule, for additional details. The City Council will select a single entity for the development of the entire site.

## V. FIRST ROUND SUBMITTAL REQUIREMENTS;

Proposals are to be consistent with the vision and goals set forth in the previous sections of this document. The development proposal should contain the qualifications of the proposed development team, a conceptual project site plan and design concept, project financing plan. To address these issues, the proposal shall contain the following items, in the numerical order listed below:

- A. **Cover Letter.** Provide a cover letter describing interest in the site and summarizing the major points contained in the proposal.
- B. **Team Members.** Identify type of legal entity with whom the City of Antioch would negotiate and contract. Include the contact person, firm name, address and telephone number of each of the members on the team. Indicate the lead development firm, architectural firm, management firm, marketing firm and other key players or consultants.
- C. **Relevant Experience of Team Members.**

**Lead Developer.** List the major residential, commercial, and mixed-use projects developed as lead developer within the past five years. Include the following information for each project: total square feet of space, square feet of commercial space, tenants, site size, location, and current status of project. For residential projects describe the number of units, type of units, selling price range, site size, location and current status of projects. Include a brief description and at least three photographs (not architectural renderings) of three separate comparable projects developed, which are representative of the type and quality of the development proposed.

**Architectural Firm.** List relevant residential, commercial and mixed-use projects designed within the past five years. Provide, for each project, details concerning the total square feet of commercial and office space, and representative clients. Include at least three photographs of representative projects. For residential projects provide examples of a range of product designs for in-fill development designed in the last five years.

**Marketing Firm.** Indicate the marketing plan for the proposed project and provide examples of representative projects.

- D. **Financing.** Describe the anticipated financing structure planned for acquisition, construction and takeout financing.

## VI. SECOND ROUND SUBMITTAL REQUIREMENTS

### Short listed teams;

- A. Development Parameters.** Provide a statement of the objectives and proposed character of the development including the following information:
1. Approximate number of residential units proposed.
  2. Approximate square footage of community/senior center space.
  3. Approximate square footage of proposed retail space, if any, designated by use.
  4. Public spaces/art proposed.
- B. Master Plan.** Provide a master site plan which illustrates the location and configuration of the various land uses proposed. This master plan should remain simple in design.
- C. Ownership Plans.** Summarize the development firm's short and long term ownership plans for the development proposed.
- D. Public Sector Reference.** Provide at least two references, from different public entities, from the public sector with whom the development firm has worked in a joint public/private venture or two comparable references in obtaining approvals for a comparable project.
- E. Financial Information.** Provide evidence that the lead development firm has the financial capability to carry out the proposed project. Provide the two most recent audited financial statements. In addition, provide three financial references with whom the lead development firm has recently obtained acquisition and/or construction financing. Provide the following information for each reference: institution, contact name and title, phone number and address.
- F. Business Offer.** Submit the terms and conditions of the offer. Please note that a non-refundable deposit is required. The deposit will become non-refundable upon the execution of an Exclusive Right to Negotiate with the selected developer. The deposit will be credited to the purchase price.
- G. Schedule of Performance.** Provide preliminary development planning and construction schedules.
- H. Contingencies.** Explain any conditions or contingencies that limit the submitted proposal and which modify the stated terms and conditions of this Request for Proposals.

- I. **Deposit.** All Second Round proposals must be accompanied by a cashier's check in the amount of \$25,000. The deposit amount will be held by the City until one firm is selected to enter into an Exclusive Right to Negotiate (see time schedule). The deposit amount will be returned to all Developers not selected to negotiate exclusively. No personal checks will be accepted. The disposition of the deposit made by the selected Developer will be applied to the purchase price in the event the City and the selected Developer enter into a Purchase and Sale Agreement. No interest shall be paid on returned deposits. The deposit shall become non-refundable when the developer and the City execute an Exclusive Right to Negotiate.

## **VII. SELECTION CRITERIA, PROCESS AND SCHEDULE**

### **A. SELECTION CRITERIA**

The following criteria will be used by the City in its selection of the best proposal:

#### **1. DEVELOPER EXPERIENCE**

- (a) Extent of experience developing comparable projects.
- (b) Success of comparable projects concerning:
  - (1) Economic success;
  - (2) Overall architectural and landscape design; and
  - (3) Marketing of residential units.
- (c) Timeliness of previous performance.
- (d) Experience with joint public/private real estate ventures and/or comparable large commercial/residential projects.

#### **2. ARCHITECT EXPERIENCE**

- (a) Extent of experience with residential, commercial and office projects.
- (b) Overall architectural and landscape design.

#### **3. PROJECT CONCEPT**

- (a) Develop the sites as a master planned transit oriented/infill project.

- (b) High quality for sale/market rate residential units with a maximum density of 20 units per acre.
- (c) Build an approximately 10,000 square foot Senior Center on a City owned site to replace the Nick Rodriguez Community Center that will be demolished as part of this project.
- (d) Incorporate the attached Design Guidelines in the project to ensure high quality design and construction.
- (e) Innovative and realistic project concept:
  - (1) Ability to respond to unique development opportunities and constraints.
  - (2) Demonstrated understanding of current market conditions and projected absorption of for-sale housing units.

#### **4. FINANCIAL CAPABILITY OF LEAD DEVELOPER**

- (a) Adequate level of existing assets, income and net worth;
- (b) Ability to raise equity/debt funds;
- (c) Strong relationship with lenders or demonstrated ability to internally finance the project; and
- (d) Ability to and track record of providing for high quality operation and maintenance.

#### **5. FINANCIAL TERMS PROPOSED**

- (a) Strength of purchase price and terms;
- (b) Revenues to the City;
- (c) Schedule of development;
- (d) Overall value of proposed project;

## **B. SELECTION PROCESS**

The selection of the developer will occur through a two step process as follows:

### **1. SELECTION OF LIMITED NUMBER OF DEVELOPERS TO INTERVIEW**

- (a) The Staff Review Committee comprised of City staff shall carefully review all proposals submitted for compliance with the Submission Requirements set forth above.
- (b) Those developers complying with the Submission Requirements shall be interviewed by the Staff Review Committee, which will evaluate the developers using the Selection Criteria set forth above. The most qualified Development Team will be presented by staff to the City Council with a recommendation.

### **2. SUBSEQUENT ACTIONS**

#### **(a) SELECTION OF ONE FIRM TO NEGOTIATE EXCLUSIVELY**

- (1) The developer selected by the City Council shall promptly execute an ERN.
- (2) The City Council will have the discretion to not select a developer to execute the ERN or take any other action it deems appropriate.

#### **(b) ENTER INTO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT (ERN)**

This 90 day period is expected to result in a detailed Term Sheet for presentation to the City Council for approval. Staff reserves the right to recommend against going forward with a Term Sheet and to make other recommendations as staff deems appropriate.

### **3. TERM SHEET**

- (a) The City and the selected firm will negotiate terms and conditions of the development transaction in the form of a Term Sheet. These terms will include such business points as performance milestones, financial obligations, schedules, and purchase terms.

**4. PURCHASE AND SALE AGREEMENT AND DEVELOPMENT AGREEMENT**

- (a) Once the Term Sheet is approved by the City Council the developer and the City staff will negotiate a Purchase and Sale Agreement (PSA) and Development Agreement (DA) containing all terms and conditions of the land sales transaction and development of the Project Site. The PSA and DA are subject to approval of the City Council and the City Council reserves the right to reject the recommended PSA and DA. Likewise, City staff also retains the right to recommend against going forward with a PSA or DA.

**C. TIME SCHEDULE**

The City anticipates the time schedule as listed below. The schedule is tentative in nature and is provided to outline the target dates set by the City. The City reserves the right to change the time line at any point in the disposition process. Each proposer under consideration by the City will be informed directly of any changes made to the dates stated below:

- **City of Antioch  
Issues Request for Proposals** **Week of June 30, 2014**
- **Pre-Proposal Meeting** **July 23, 2014**
- **Proposals Deadline (5:00 p.m.)** **August 14, 2014**
- **Selection of Second Round Developers** **To Be Determined**
- **Interviews of Second Round Developers** **To Be Determined**
- **One Developer Selected for  
Exclusive Right to Negotiate with City of Antioch** **To Be Determined**
- **Exclusive Right to Negotiate Executed** **To Be Determined**

**VIII. CITY NON-LIABILITY AND RELATED MATTERS**

**1. No Representations or Warranties**

All facts and opinions stated herein including but not limited to statistical data, economic data, and projections, are based on available information and no representations or warranties are made with respect to their accuracy or completeness.

**2. City Rights to Reject Any and All Proposals**

This RFQ/P and the selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the City and any developer. If the City selects a developer pursuant to this RFQ/P, any legal rights and obligations between the successful team, if any, and the City will come into existence only when an PSA and DA are fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the PSA and any other documents specifically referred to in that agreement and executed by the parties.

Each developer submitting qualifications in response to this RFQ/P agrees that the preparation of all materials for submittal to the City and all presentations are at the developer's sole cost and expense, and the City shall not, under any circumstances, be responsible for any costs or expenses incurred by any candidate developer. In addition, each developer agrees that all documentation and materials submitted with a proposal shall remain the property of the City and Agency. Subject to California law and City ordinances relating to access to public records, the City may be required to publicly disclose all submitted information and materials to third parties requesting such information.

The City reserve the right to accept or reject any or all developer proposals, to alter the selection process in any way, to postpone the selection process for their own convenience at any time, to waive any defects in any proposal, to issue a new RFQ/P at any time, or to hire any developer they deem appropriate in their sole and absolute discretion within or outside an RFQ/P evaluation process.

3. No real estate commission or finder fee will be paid on this transaction.
4. No City funds are available for this project and no City fees will be waived.

There will be a pre-proposal meeting for developers on July 23, 2014 at the Nick Rodriguez Community Center, 213 F Street, Antioch, CA.

To participate in the RFP process, developers must submit five (5) copies with a USB Flash Drive of their complete proposal no later than 5:00 p.m. on August 14, 2014 to the following address. No fax or electronic submittals will be accepted.

Steven Duran  
City Manager, City of Antioch  
P.O. Box 5007  
Antioch, California 94531-5007

Developers are encouraged to directly contact the following staff regarding questions or comments on the Request for Proposals: Brian Nunnally, Economic Development Program Manager at (925) 779.6168



**REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF  
AUGUST 12, 2014**

**PREPARED BY:** Steve Duran, City Manager 

**DATE:** August 4, 2014

**SUBJECT:** RESOLUTION SUPPORTING THE CONSTRUCTION OF THE JAMES  
DONLON BOULEVARD EXTENSION PROJECT

**RECOMMENDATION:**

Adopt a resolution (Attachment A) that (1) expresses continued support for the James Donlon Boulevard Extension project implementation and the construction of the project; and (2) supports the City of Pittsburg as lead agency to move the project forward within all applicable laws to keep a commitment to the residents of eastern Contra Costa County.

**FISCAL IMPACT:**

Staff's recommendation has no direct fiscal impact.

**DISCUSSION:**

The purpose of the James Donlon Boulevard Extension project, formerly known as the Buchanan Road Bypass project, is to provide an alternative east-west access route to link communities of eastern Contra Costa County to central Contra Costa County. The James Donlon Boulevard Extension project is designed to improve traffic safety for residents, improve quality of life and reduce gridlock in the cities of Antioch and Pittsburg. The proposed new 1.71 mile two-lane roadway south of Pittsburg is anticipated to carry more than 36,000 vehicles per day, and will reduce congestion on Buchanan Road, a route of regional significance for eastern Contra Costa County. The James Donlan Boulevard Extension project will also provide southern Antioch residents with a shorter route to Kirker Pass Road.

The James Donlon Boulevard Extension project has been part of the Regional Transportation Plan and is identified in the Route 4 East Corridor Major Investment Study's (MIS) long-term strategy, TRANSPLAN's East County Action Plan and CCTA's Comprehensive Transportation Project List since 1991. In addition, for more than two decades, the James Donlon Boulevard Extension project has been included in East Contra Costa Regional Fee and Financing Authority's Program of Projects.

The City Manager of Pittsburg has asked for Antioch's support of this project of regional significance and Antioch staff is recommending that the City Council adopt the attached resolution because of the regional benefits the proposed project brings to central and east Contra Costa County.

**ATTACHMENTS:**

Attachment A – Resolution

**RESOLUTION NO. 2014/\*\***

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
SUPPORTING THE CONSTRUCTION OF THE JAMES DONLON BOULEVARD  
EXTENSION PROJECT**

**WHEREAS**, the James Donlon Boulevard Extension project, formerly known as the Buchanan Road Bypass project, will provide an alternative east-west access route to link communities of eastern Contra Costa County to central Contra Costa County; and

**WHEREAS**, the proposed new 1.71 mile two-lane roadway south of Pittsburg is anticipated to carry more than 36,000 vehicles per day, and will reduce congestion on Buchanan Road, a route of regional significance for eastern Contra Costa County; and

**WHEREAS**, the James Donlan Boulevard Extension project will also provide southern Antioch residents with a shorter route to Kirker Pass Road; and

**WHEREAS**, since 1991, the James Donlon Boulevard Extension project has been part of the Regional Transportation Plan and is identified in the Route 4 East Corridor Major Investment Study's (MIS) long-term strategy, TRANSPLAN's East County Action Plan and CCTA's Comprehensive Transportation Project List; and

**WHEREAS**, for more than two decades, the James Donlon Boulevard Extension project has been included in East Contra Costa Regional Fee and Financing Authority's Program of Projects; and

**WHEREAS**, the James Donlon Boulevard Extension project is designed to improve traffic safety for residents, improve quality of life and reduce gridlock in the cities of Antioch and Pittsburg.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Antioch hereby (1) expresses its continued support for the James Donlon Boulevard Extension project implementation and the construction of the project; and (2) supports the City of Pittsburg as lead agency to move the project forward within all applicable laws to keep a commitment to the residents of eastern Contra Costa County.

\* \* \* \* \*

**RESOLUTION NO. 2014/\*\***

August 12, 2014

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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 \_\_\_\_\_ 2014 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**

**STAFF REPORT TO THE CITY COUNCIL AND SUCCESSOR AGENCY  
TO THE ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION  
AT THE MEETING OF AUGUST 12, 2014**

**Prepared by:** Tina Wehrmeister, Community Development & Recreation Director *JW*

**Date:** August 11, 2014

**Subject:** *Supplemental Staff Report: Arts & Cultural Foundation of Antioch Services Agreement and Use of the Lynn House*

**RECOMMENDATION**

It is recommended that the City Council acting on behalf of the City and City as Successor Agency:

1. Authorize the City Manager to sign a contract amendment with the Arts & Cultural Foundation of Antioch (Foundation) extending the term of services to June 30, 2015 and compensating the Foundation \$63,000 as approved and directed with the FY 14/15 budget adoption (Revised Attachment "A").
2. Authorize the City Manager to enter into a Use Agreement for the Lynn House property pending State Department of Finance approval of the Long Range Property Management Plan and transfer of the Lynn House to the City of Antioch for governmental use (art gallery) with the understanding that the use of the Lynn House continues under the terms of the existing Use Agreement until a formal extension can be executed.

**BACKGROUND INFORMATION**

The automobile liability insurance requirement has been modified after consultation with the Municipal Pooling Authority. The change reflects the fact that the Foundation does not have its own vehicles and only has one employee who utilizes a personal vehicle. No other contract provisions have been modified from the original agenda item.

**ATTACHMENT**

Revised Attachment A: Amendment to agreement between the City of Antioch and the Arts & Cultural Foundation of Antioch

# ATTACHMENT "A"

## SECOND AMENDMENT TO THE EXTENSION OF SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE ARTS & CULTURAL FOUNDATION OF ANTIOCH

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2014 by and between the CITY OF ANTIOCH, public body corporate and politic, hereinafter referred to as "CITY" and the ARTS & CULTURAL FOUNDATION OF ANTIOCH, a California Non-Profit Corporation, hereinafter referred to as "CONTRACTOR".

### RECITALS

- A. CITY wishes to support an ARTS AND CULTURAL PROGRAM and as a result, wishes to continue to use the expertise of an organization to administer a program for the CITY.
- B. CONTRACTOR will receive payment from the CITY, funded from the Transient Occupancy Tax (TOT) and Child Care Fund.
- C. CONTRACTOR has demonstrated expertise and qualifications to operate an ARTS AND CULTURAL PROGRAM.
- D. CONTRACTOR has shown it has the expertise and background to provide such services to the CITY.

**NOW, THEREFORE**, in consideration of the recitals and the mutual obligations of the parties as herein expressed, CITY and CONTRACTOR agree as follows:

#### 1. Scope of Services

CONTRACTOR agrees, through its services, to perform in a matter satisfactory to the CITY all the functions necessary to provide an ARTS AND CULTURAL PROGRAM. These functions include, but are not necessarily limited to, the services indicated in Exhibit "A" "Scope of Work", which is incorporated herein as part of this Agreement.

#### 2. Compensation for Services

CONTRACTOR will submit a statement of activities bi-annually to the CITY after July 1, 2014 and January 1, 2015. No funds will be released until the appropriate reports are filed with the CITY. CITY will pay the CONTRACTOR up to \$63,000 in fiscal year 2014-15 ("annual compensation"), as payment for performance of activities identified in the Scope of Work (Exhibit "A"). Annual funding amounts are subject to funding and final funding amount is based on current year budget.

CITY's Payment to CONTRACTOR shall be made twice a year: 1) First Payment will be up to \$19,000 in transient occupancy tax ("TOT") and \$25,000 allocated from the

Child Care Fund; and 2) Second Payment will be \$19,000 in TOT funds. If there is a shortfall in receipt of TOT funds, which shall generate less than \$38,000 for the CONTRACTOR, CITY shall allocate funds from other sources to fund CONTRACTOR'S payment of \$38,000.

The CONTRACTOR will have use of the City's mobile stage up to 6 times per year at no charge to the CONTRACTOR other than fees for delivery, setup and take-down of the stage.

The CITY agrees to allow the CONTRACTOR the use of assets noted in Exhibit "B" for the length of the contract. Exhibit "B" is incorporated herein by reference. Replacement of assets listed in Exhibit "B", as needed, is the responsibility of the CONTRACTOR.

**3. Term of Agreement**

The term of this Agreement shall commence on July 1, 2014 and shall continue until the end of the day, June 30, 2015.

**4. Records to be Maintained**

The CONTRACTOR shall maintain all records required by the state and federal regulations, and that are pertinent to the activities to be funded under this Agreement. Such records shall include, but be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial statements shall be prepared by a person certified for such activities;
- d. CONTRACTOR shall retain records for a period of three (3) years.

**5. Reporting**

CONTRACTOR shall submit a written report to CITY on a bi-annual basis of activities relevant to the functioning of the CITY. CONTRACTOR shall also submit a report to CITY on a bi-annual basis of the progress made toward project goals shown in Exhibit "A".

**6. PROGRAM INCOME**

If program is generated by CONTRACTOR under the terms of this Agreement, the program income shall be reported to the CITY, but will be retained by CONTRACTOR. CONTRACTOR will use program income for the provision of services described in Exhibit "A".

By way of further limitations, the CONTRACTOR may use such income during the Agreement period for activities permitted under this Agreement.

7. **Insurance**

CONTRACTOR shall procure and maintain during the term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with CONTRACTOR'S operation. The cost of such insurance shall be borne by the CONTRACTOR. CONTRACTOR shall maintain insurance in amounts at least as high as follows:

- a. General Liability; \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit.
- b. Automobile Liability Insurance. CONTRACTOR shall ensure that its employees each carry automobile liability insurance for the term of this Agreement in an amount not less than the amounts required by California law.
- c. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability limits of at least \$1 million per accident.
- d. CITY, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of CONTRACTOR'S services or premises owned, occupied or used by the CONTRACTOR.
- e. Any deductibles or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, as all approved by the City attorney or her designee.
- f. Coverage shall state that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after Thirty (30) day's prior written notice by mail as been given to CITY.
- h. Insurance is to be placed with insurers with a Best rating of no less than V:VII.
- i. CONTRACTOR shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City Attorney or her designee, prior to occupancy of the premises. The CITY reserves the right to require complete certified copies of all required policies at any time.

- j. The CONTRACTOR'S insurance coverage shall be primary insurance with regard to the CITY, its officers, officials, agents, employees and volunteers. Any insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute to it.

The CONTRACTOR shall agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from the performance of this Agreement.

**8. Indemnification**

CONTRACTOR hereby agrees to indemnify, hold harmless and defend CITY and CITY'S officers, officials, employees, agents, volunteers, contractors or subcontractors from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees and costs, or injuries including personal injuries or death arising out of or in any way connected with the CONTRACTOR'S operations under this Agreement or the performances of this Agreement by CONTRACTOR or its officers, volunteers, directors, officers or agents. Negligent or criminal acts by members of the public at the Property shall not be deemed to be the liability or responsibility of CITY. The indemnity provision of this section shall survive the expiration or cancellation of this Agreement.

**9. Amendments**

Should Federal or State regulations, laws, policies or funding amounts touching upon the subject of this Agreement be adopted or revised during the term, hereof, this Agreement shall be deemed amended to assure conformance with such Federal and State requirements. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such as modifications will be incorporated only by written amendment approved by the legislative bodies of the parties and executed by both parties' authorized designees.

**10. Termination of Agreement**

CITY may terminate this Agreement at any time by giving written notice of same and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. If the Agreement is terminated by CITY as provided herein, CONTRACTOR shall be paid for all work done on behalf of CITY under the terms of this Agreement, up to the effective date of termination. In the event of termination by the CITY, the CITY will pay any expenses incurred towards activities set to occur beyond



the date of termination, including, but limited to expenses such as deposits on performances, rentals, and equipment purchases.

**11. Third Party Beneficiaries**

Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors any rights or remedies under or by reason of this Agreement.

**12. Successors-in-interest**

This Agreement shall be binding on any successors-in-interest of the parties.

**13. Modification**

This Agreement shall be modified only by a written document approved by the legislative bodies of both of the parties.

**14. Project Representation and Notices**

CITY and CONTRACTOR hereby designate the following agents to act as project representatives in the matters dealing with the performance of work under this Agreement and for receipt of all notices:

CITY:                      City Manager  
                                 CITY OF ANTIOCH  
                                 PO Box 5007  
                                 Antioch, CA 94531-5007

CONTRACTOR:        Executive Director  
                                 Arts & Cultural Foundation of Antioch  
                                 PO Box 613  
                                 809 W. 1<sup>st</sup> Street  
                                 Antioch, CA 94509

**15. Entire Agreement**

This Agreement contains all the terms agreed to by the parties on the subject matter of this Agreement. No other understanding, oral or otherwise, shall be deemed to exist of to bind any party. This Agreement shall be modified only by a written document approved by the legislative bodies of both of the parties.

**16. No Assignments or Sub-Leases**

CONTRACTOR'S services are unique to the CITY and thus, there shall be no assignments or sub-leases of this agreement without CITY'S written consent, which shall

be at its sole discretion. However, nothing in this clause shall limit the ability of the CONTRACTOR to make its facilities or programs available for private fund-raising purposes under the terms approved by the City Manager.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF ANTIOCH and by the ARTS & CULTURAL FOUNDATION OF ANTIOCH.

CITY OF ANTIOCH

By: \_\_\_\_\_  
**Steve Duran**  
City Manager

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

CONTRACTOR:

By: \_\_\_\_\_  
**C. Diane Gibson-Gray**  
Executive Director

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**Lynn Tracy Nerland**  
City Attorney

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

## Exhibit "A"

### SCOPE OF WORK

CONTRACTOR (Arts & Cultural Foundation of Antioch) proposes to provide CITY with the following services in return during the term of the Services Agreement commencing *July 1, 2014* in return for payment as described in that agreement:

#### 2014-15 Scope of Services

- Host 8-9 Lynn House Gallery / Antioch Historical Society Museum exhibits
- Host 11th Annual Celebration of Art at the Antioch Historical Society Museum
- Host 6 Umpqua Bank Exhibits
- Continue Antioch's Free Summer Concert Series, every Saturday in July & August
- Maintenance for Lynn House Gallery, building /event insurance and other minor facilities related costs
- Continue fiscal sponsorship/staff support for Delta Blues Festival, Kaiser Get Fit, Martin Luther King Jr. Event, Mayor Mentor Program and Keep Antioch Beautiful
- Continue website hosting support for Antioch Historical Society, Rivertown Preservation Society and Women's Club.
- Continue community coverage (photo albums) to increase traffic to [www.art4antioch.org](http://www.art4antioch.org) website traffic, increase Facebook members and news articles in local print newspapers and online news sites
- Continue on Chamber of Commerce executive board

## **Exhibit "B"**

### **LYNN HOUSE CITY PROVIDED GALLERY ASSETS**

1. Conference table (1)
2. Metal/wood desk (2)
3. Metal "L" desk arm (1)
4. Desktop telephone (2)
5. 4-drawer metal file cabinet (1)