



Council Chambers
200 H Street
Antioch, CA 94509

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

ANNOTATED AGENDA

for

NOVEMBER 13, 2014

Antioch City Council Special Meeting

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

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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 3rd Floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

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

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

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Michelle Fitzer, Denise Haskett and Glenn Berkheimer; Employee organizations: Management Unit, Confidential Unit, Operating Engineers Local Union No. 3 (OE3), Treatment Plant Employees' Association (TPEA), and Public Employees Union Local 1

Direction given to Labor Negotiators

7:03 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

- 16th Delta Blues Festival, September 14, 2014

PROCLAMATION

Approved, 4/0

Recommended Action: Motion to approve the proclamation

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *POLICE CRIME PREVENTION COMMISSION* (*Extended deadline date: 11/13/14*)

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

PRESENTATIONS – *Community Wellness & Prevention Program, presented by Dr. Wendel Brunner, Public Health Director*
– *Police Status Report – Third Quarter 2014, presented by Chief Allan Cantando*

2. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR OCTOBER 28, 2014

Recommended Action: Motion to approve the minutes

Approved, 4/0

MINUTES

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 4/0

STAFF REPORT

C. APPROVAL OF TREASURER'S REPORT FOR SEPTEMBER 2014

Recommended Action: Motion to approve the report

Approved, 4/0

STAFF REPORT

D. REJECTION OF CLAIMS

1. Katherine Lee Hart 14/15-2177 (personal injury, civil rights)
2. Dia Scott Williams 14/15-2197 (personal injury)

Recommended Action: Motion to reject the listed claims

Rejected, 4/0

STAFF REPORT

E. RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A CALRECYCLE GRANT FOR THE PAVEMENT MAINTENANCE, RUBBERIZED CAPE SEAL PROJECT, (P.W. 328-8) AND THE AUTHORIZATION IS TO BE EFFECTIVE FOR FIVE (5) YEARS FROM THE DATE OF ADOPTION OF THE RESOLUTION

Recommended Action: Motion to adopt the resolution authorizing the submittal of an application for a CalRecycle grant for the Pavement Maintenance, Rubberized Cape Seal Project at various locations. The authorization is effective for five (5) years from the date of adoption of the resolution.

Reso No. 2014/87 adopted, 4/0

STAFF REPORT

F. RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS FOR NELSON RANCH UNIT 1 (STANDARD PACIFIC HOMES), TRACT NO. 6893 (PW 547)

Recommended Action: Motion to adopt the resolution accepting the completed improvements to Nelson Ranch Unit 1, Tract No. 6893

Reso No. 2014/88 adopted, 4/0

STAFF REPORT

G. RESOLUTION APPROVING THE BENEFIT DOCUMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT BARGAINING UNIT

Recommended Action: Motion to adopt the resolution

Reso No. 2014/89 adopted, 4/0

STAFF REPORT

CONSENT CALENDAR — Continued

- H. RESOLUTION APPROVING THE AMENDED BENEFIT DOCUMENT BETWEEN THE CITY OF ANTIOCH AND THE CONFIDENTIAL EMPLOYEES BARGAINING UNIT

Reso No. 2014/90 adopted, 4/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

- I. RESOLUTION RESCINDING RESOLUTION NO. 2010/79 REGARDING SALARY DIFFERENTIALS FOR SPECIFIED POSITIONS

Reso No. 2014/91 adopted, 4/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

- J. CONSIDERATION OF BIDS FOR THE WILLIAMSON RANCH PLAZA WATER MAIN REPLACEMENT (P.W. 650-W)

Approved, 4/0

Recommended Action: Motion to award the project to the low bidder, D.R. Lemings Construction in the amount of \$228,600

STAFF REPORT

9:24 P.M. ADJOURNED TO BREAK

9:37 P.M. ROLL CALL for Council Members – All Present

COUNCIL REGULAR AGENDA

3. APPROPRIATION OF EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING AS OF JUNE 30, 2014 TO THE 2014/15 FISCAL YEAR BUDGET AND OTHER BUDGET AMENDMENTS

Reso No. 2014/92 adopted, 4/0

Recommended Action: Motion to adopt the resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2014/15 fiscal year budget and approving amendments to the 2015 fiscal year budget

STAFF REPORT

STAFF REPORT

4. CARD ROOM ORDINANCE

**Direction to City Attorney to amend language of ordinance to:
1) have applicant get their State License prior to applying to the City; and
2) Limit to two Card Rooms**

Action: At the Council's direction, the subject of the Card Room Ordinance was placed on the agenda for discussion and direction to staff

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – 10:31 p.m. in Memory of Contra Costa Water District Director Karl Wandry



16TH DELTA BLUES FESTIVAL
SEPTEMBER 13, 2014

WHEREAS,

the Delta Blues Committee, led by Frank Giovanni, has proven that a small group of dedicated volunteers CAN make a difference to the whole community; and

WHEREAS,

in 1998 the first Delta Blues Festival was made possible by a small group of individuals who had a passion for Blues music and a desire to produce a family friendly, alcohol-free event in downtown Antioch; and

WHEREAS,

the Delta Blues Festival Committee has done this for the past sixteen years for free - due to the generous support of Corporate & Local Sponsors, and hard work of the volunteers; and

WHEREAS,

the 2014 event was dedicated to a long-time volunteer (ten years) Randy Sampson's memory, and was enjoyed by many thousands of residents of Antioch and Eastern Contra Costa County; and

WHEREAS,

2014 successful event was enjoyed by many thousands of residents of Antioch and Eastern Contra Costa County; and

WHEREAS,

the planning for the next Delta Blues Festival begins within weeks after the event is held and the work continues throughout the year.

NOW, THEREFORE, I, MAYOR WADE HARPER

do hereby recognize and commend Frank Giovanni and the Delta Blues Festival organizers and volunteers for their service to the community and I call upon all citizens and civic organizations to recognize and thank them for their continuous gift of music to the community through their 16 years of producing the free Delta Blues Festival for the City of Antioch.

NOVEMBER 13, 2014

WADE HARPER, Mayor

**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.

October 28, 2014
Council Chambers

6:30 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session is authorized by California Government Code section 54957.6, City designated representatives; Michelle Fitzer, Denise Haskett and Glenn Berkheimer; Employee organizations: Management Unit, Operating Engineers Local Union No. 3 (OE3), Treatment Plant Employees' Association (TPEA), and Public Employees Union Local 1

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, Direction given to Labor Negotiators.

Mayor Harper called the meeting to order at 7:01 P.M., and Minutes Clerk Eiden called the roll.

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

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS

- *The Best Small Transit System in America, October 29, 2014*
- *Extra Mile Day, November 1, 2014*
- *California Safe Digging Month, November 2014*

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the Council unanimously approved the Proclamations.

The Council presented the proclamation for *The Best Small Transit System in America, October 29, 2014*, to Steve Ponte who accepted the proclamation on behalf of Tri Delta Transit and thanked the Council for the recognition.

Councilmember Rocha recognized former Brentwood Mayor Barbara Guise for being involved in the development of Tri Delta Transit.

Councilmember Wilson presented the proclamation for *Extra Mile Day, November 1, 2014* to Bill and Lori Cook who thanked the City Council for the recognition.

The Council thanked Bill and Lori Cook for their volunteer efforts and improving the quality of life for Antioch residents.

Mayor Harper announced the proclamation for *California Safe Digging Month, November 2014* would be sent to the appropriate agency.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Mitch Smith, Solar Technology Builders (Home Energy Renovation Opportunity Program), requested the City Council adopt the HERO program which would enable homeowners to receive financing for water and energy conservation improvements.

Martha Parsons announced the Veterans Day celebration and parade would begin at 9:30 A.M. on November 11, 2014, at the Antioch Marina. She stated the Holy Angels Cemetery Mass and ribbon-cutting ceremony would be held at 11:00 A.M. November 1, 2014.

City Manager Duran introduced new Antioch employees; Parks and Recreation Director, Nancy Kaiser and Economic Development Program Manager, Lizeht Zepeda.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

Mayor Harper announced the following Commission opening:

- Police Crime Prevention Commission: One (1) partial-term vacancy; deadline date is November 13, 2014

PUBLIC COMMENTS

Gil Murillo, Antioch resident, suggested the Council consider supporting the HERO program for Antioch residents. He expressed concern regarding student violence and requested the City Council attend the Antioch Unified School Board meetings.

Dorothy Marshall, Antioch resident, expressed concern regarding the negative behavior of some of the children attending Deer Valley High School and urged the City to develop programs to enrich and advance youth in the community. She provided her phone number and offered to assist the City in these endeavors.

Larry Harrison, Antioch resident, provided written and read his presentation "Residents for Fairness – Yes on Measure "O" Campaign Committee".

Marty Fernandez, spoke in support of Measure O.

Cindy Carter-Hodges and Victoria Lenihan, Antioch residents, expressed concern regarding the behavior of some of the children attending Black Diamond Middle School. They reported school

officials had been unresponsive and refused to honor restraining orders. They reported their family's safety was compromised since these children and their parents were now threatening them at their homes. They requested the City assist in resolving these issues.

Mayor Harper requested Ms. Carter-Hodges and Ms. Lenihan give their information to Captain Brooks so he could follow up on their concerns. He stated he was sorry for the situation and urged the community work together to address these problems.

Jeffery Swietlik, Teacher at Deer Valley High School, stated there were great students and students that needed a lot of love. He noted teachers and administrative team were there to help resolve the issues and the maturation of children was their highest priority.

Lewis Lawrence, Antioch resident, stated the City was experiencing growing pains and the key was community involvement. He spoke in support of Mayor Harper and the City Council and offered to assist them in their endeavors.

Carrie Frazier, Antioch resident, Ruah Community Outreach Ministries, reported on the success of the programs and services they provided to residents in Antioch. She commended Mayor Harper for his openness, vision and actions being taken to move Antioch forward and stated they want to be a part of that process.

Cindy Osborne, Antioch resident, reiterated her concerns regarding the behavior of some of the students at Antioch schools. She reported students at Deer Valley High School were countering negative publicity by posting positive messages and a video production online. She encouraged the City Council to attend a meeting on October 31, 2014 at 3:00 P.M. at the Deer Valley Amphitheater, to gather information for a peace march.

Velma Wilson, East County NAACP Youth and College Division, reported she had received negative feedback with regards to her attempts to engage children at Deer Valley Plaza. She challenged the community to be proactive and applauded Mayor Harper's leadership.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Tiscareno extended his condolences to Assemblyman Jim Frazier and his wife Janet for the passing of Janet's mother Anna May Armstrong.

Councilmember Wilson reported on her attendance at the Mello Roos Oversight Committee.

MAYOR'S COMMENTS

Mayor Harper reported on his attendance at a meeting with stakeholders regarding incidents that had occurred at Deer Valley High School and Deer Valley Plaza. He stated he had also met with a parent and child who was the victim of an assault. He encouraged the community to come together to address problems that had occurred in the area.

PRESENTATION

Administrative Services Director Fitzer and Captain Tammany Brooks presented the 2013-2014 Measure 'C' Status Report. They verified that 100% of Measure C funds had been allocated to the Antioch Police Department and Code Enforcement budgets, and the City had a net gain of 15 sworn Police Officers since October 31, 2013 and a 19.6% increase in Antioch Police Department staffing overall.

Following discussion, Mayor Harper stated it was Council direction that specialized operations continue while the City continued to hire more officers. He thanked Captain Brooks for the report.

1. **COUNCIL CONSENT CALENDAR for City /City as Successor Agency/Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MINUTES FOR OCTOBER 14, 2014**
 - B. **APPROVAL OF COUNCIL WARRANTS**
 - C. **APPROVAL OF TREASURER'S REPORT FOR AUGUST 2014**
 - D. **RESOLUTION NO. 2014/85 STATEMENT OF INVESTMENT POLICY**
 - E. **RESOLUTION NO. 2014/86 APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 013-N TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 04-5038R FOR FEDERAL AID PROJECTS FOR THE SIDEWALK AND PEDESTRIAN IMPROVEMENTS, (P.W. 409-3)**
 - F. **CONSIDERATION OF BIDS FOR THE DISK TO DISK DATA ARCHIVE/BACKUP SOLUTION REPLACEMENT (BID NO. 209-1014-14A)**
 - G. **CONSIDERATION OF BIDS FOR THE HOSTED WATER UTILITY BILLING PAYMENT IVR (INTERACTIVE VOICE RESPONSE) SYSTEM REPLACEMENT (BID NO. 209-0916-14A)**

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

- H. **APPROVAL OF SUCCESSOR AGENCY WARRANTS**
- I. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**

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

PUBLIC COMMENTS – None

Martha Goralka, speaking on behalf of a coalition of Rivertown Organizations and residents, requested Mayor Harper appoint two Councilmembers to review their business plan and agendize their Riverview Event Center project for a future Council meeting.

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Councilmember Wilson reported on her attendance at the Pumpkin Run at Kimball Elementary School and the Bedford Center Dinner.

At the request of Councilmember Wilson and with consensus of the Council, City Manager Duran stated staff would bring back a summary of the current City Ordinance that addressed blighted properties.

Mayor Harper thanked City Manager Duran for including updates from Code Enforcement in his weekly and monthly reports.

City Manager Duran announced weekly and monthly reports were available on the City's website and residents could sign up to receive them via email. He acknowledged staff's contributions to the reports.

Councilmember Tiscareno reported on his attendance at the Pumpkin Run and his participation on a committee for the Maya Cinema scholarship program. He thanked the owner of Maya Cinemas for organizing the program.

Councilmember Rocha reminded residents to vote on November 4, 2014.

Mayor Harper announced the Community Development Block Grant (CDBG) period was opening in November and he encouraged Council to continue to focus on funding Senior and Youth programs. He also suggested supporting an increase in recreation funds for youth programs offered through the Prewett Park Community Center.

Councilmember Rocha stated the new Parks and Recreation Director, Nancy Kaiser had some great ideas for enhancing programs within the recreation department and suggested CDBG be considered to address Antioch's homeless population. She announced the Recreation Department had scholarships available for families wishing to participate in programming.

Mayor Harper thanked the public for their comments and voicing their concerns. He stated he would continue to engage the youth and participate in school activities.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 8:32 P.M. to the next regular Council meeting on November 13, 2014.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD
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 FUND/CHECK#

100 General Fund

Non Departmental

353528 VICS LIQUOR	DEPOSIT REFUND	840.05
353577 ASARE, DONNA	BARRIDACE DEPOSIT REFUND	60.00
353589 CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	37,005.54
353590 CONTRA COSTA WATER DISTRICT	FACILITY RESERVE CHARGES	165,023.00
353594 DELTA DENTAL	PAYROLL DEDUCTIONS	889.76
353600 ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	306,916.31
353621 JEFFHWINDHAM AND ASSOCIATES LLC	DEPOSIT REFUND	1,790.00
353623 KIMLEY HORN AND ASSOCIATES INC	CONSULTING SERVICES	3,475.00
353631 MARKETONE BUILDERS INC	OVERPAYMENT REFUND	39,677.56
353663 SHERZAI, HAROON	DEPOSIT REFUND	2,000.00
353677 WHITE, DERICK M	CHECK REPLACEMENT	33.00
923146 ZUMWALT ENGINEERING GROUP INC	ENGINEERING SERVICES	5,236.76

City Council

923143 LONE TREE GOLF COURSE	MAYORS CONFERENCE 1/8/15	2,000.00
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City Attorney

353517 SHRED IT INC	SHRED SERVICE	47.13
353533 XEROX CORPORATION	COPIER LEASE/USAGE	156.49
353586 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	4,425.00
353625 LEXISNEXIS	ONLINE LEGAL RESEARCH	76.50
353650 PORTER SCOTT ATTORNEYS	LEGAL SERVICES	4,375.00
353676 WENDEL ROSEN BLACK AND DEAN	LEGAL SERVICES	428.25

City Manager

203673 NATURES BOUNTY	MEETING EXPENSE	17.49
203674 VERIZON WIRELESS	DATA USAGE	38.01
203675 DS WATERS OF AMERICA	WATER	9.99
203676 BAY AREA NEWS GROUP	NEWSPAPER SUBSCRIPTION	38.40
353482 MAIL STREAM	POSTAGE FEES	5,719.25
353533 XEROX CORPORATION	COPIER LEASE/USAGE	155.32
353587 CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	453.00
353629 MAIL STREAM	MAIL SERVICES	7,595.82
353641 OFFICE MAX INC	OFFICE SUPPLIES	185.91

City Clerk

353533 XEROX CORPORATION	COPIER LEASE/USAGE	156.46
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City Treasurer

353647 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,085.16
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Human Resources

353495 EMPLOYEE	EMPLOYEE RECOGNITION	350.00
353503 PERS	PAYROLL DEDUCTIONS	28.34
353517 SHRED IT INC	SHRED SERVICE	47.12
353533 XEROX CORPORATION	COPIER LEASE/USAGE	346.10
353606 FEDEX	SHIPPING	22.56
353610 EMPLOYEE	EDUCATION INCENTIVE	800.00
353620 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	118.00
353641 OFFICE MAX INC	OFFICE SUPPLIES	169.33

CITY OF ANTIOCH
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353652 PERS	PAYROLL DEDUCTIONS	1,937.64
Economic Development		
353533 XEROX CORPORATION	COPIER LEASE/USAGE	156.49
353588 CONTRA COSTA ECONOMIC PARTNERSHIP	ECONOMIC STRATEGY PLAN	10,000.00
353652 PERS	PAYROLL DEDUCTIONS	1,490.49
Finance Administration		
353533 XEROX CORPORATION	COPIER LEASE/USAGE	360.85
353641 OFFICE MAX INC	OFFICE SUPPLIES	23.11
Finance Accounting		
353503 PERS	PAYROLL DEDUCTIONS	32.35
353517 SHRED IT INC	SHRED SERVICE	47.13
353580 AT AND T MCI	BITECH PHONE LINE	479.75
922987 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	13,203.96
Finance Operations		
353533 XEROX CORPORATION	COPIER LEASE/USAGE	2,021.61
353649 PITNEY BOWES INC	SERVICE AGREEMENT	604.50
353669 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	4.00
Non Departmental		
203713 SEARS	BUS LIC APP FEE REFUND	30.00
203714 REACH PROJECT INC	BUS LIC APP FEE REFUND	30.00
203715 SAVIOUR HOME CARE SERVICES	BUS LIC APP FEE REFUND	30.00
353471 KAISER PERMANENTE	BUS LIC OVERPAYMENT REFUND	800.16
353529 WAGeworks	PAYROLL DEDUCTIONS	150.00
353637 MUNICIPAL POOLING AUTHORITY	LIABILITY DEDUCTIBLE	32,377.32
353652 PERS	PAYROLL DEDUCTIONS	1,199.80
353671 VERC0 DECKING	BUS LIC OVERPAYMENT REFUND	200.00
Public Works Maintenance Administration		
353490 NEXTEL SPRINT	CELL PHONE	57.62
353491 OFFICE MAX INC	OFFICE SUPPLIES	31.97
353533 XEROX CORPORATION	COPIER LEASE/USAGE	44.56
353641 OFFICE MAX INC	OFFICE SUPPLIES	81.01
Public Works General Maintenance Services		
353533 XEROX CORPORATION	COPIER LEASE/USAGE	118.82
Public Works Street Maintenance		
353475 L SERPA TRUCKING INC	TRUCK RENTAL	5,164.90
353490 NEXTEL SPRINT	CELL PHONE	57.62
353527 VERIZON WIRELESS	DATA PLAN	38.01
922988 TELFER OIL COMPANY	TACK OIL MATERIAL	2,950.00
923140 GRAINGER INC	SUPPLIES	123.22
Public Works-Signal/Street Lights		
353532 WESCO RECEIVABLES CORP	STREET LIGHTS	7,874.92
353580 AT AND T MCI	PHONE	579.67
353644 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	596.75
353669 UNITED PARCEL SERVICE	SHIPPING	66.40
922982 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,709.17

CITY OF ANTIOCH
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Public Works-Striping/Signing

353470 INTERSTATE SALES	SUPPLIES	2,293.47
353481 LOWES COMPANIES INC	SUPPLIES	104.84
353490 NEXTEL SPRINT	CELL PHONE	57.62
353491 OFFICE MAX INC	OFFICE SUPPLIES	108.60
353508 RED WING SHOE STORE	SAFETY SHOES-NORTHAM	180.35
353527 VERIZON WIRELESS	DATA PLAN	38.01
353592 CRESCO EQUIPMENT RENTALS	SUPPLIES	210.94
353605 FASTENAL CO	SUPPLIES	93.72
353630 MANERI SIGN COMPANY	SIGNS	1,520.09
353680 ZAP MANUFACTURING INC	REFURBISH SIGN ORDER	1,248.83

Public Works-Facilities Maintenance

353419 AMERICAN PLUMBING INC	PLUMBING SERVICE	145.00
353466 HOME DEPOT, THE	SUPPLIES	53.78
353481 LOWES COMPANIES INC	SUPPLIES	162.60
353507 REAL PROTECTION INC	ALARM SERVICE	375.00
353512 ROCHESTER MIDLAND CORP	SANITIZING SERVICE	203.49
353527 VERIZON WIRELESS	DATA PLAN	38.01
353580 AT AND T MCI	PHONE	49.57
353640 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	145.00
353655 REAL PROTECTION INC	TRAINING SERVICE	375.00
353658 ROGERS ROOFING	ROOFING SERVICE	7,770.00
922982 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	457.30
923141 HAMMONS SUPPLY COMPANY	SUPPLIES	197.15

Public Works-Parks Maint

353419 AMERICAN PLUMBING INC	PLUMBING SERVICES	1,207.74
353448 DAVID F OKEEFE COMPANY	EQUIPMENT	729.33
353472 KAY PARK AND REC CORP	EQUIPMENT	1,853.00
353484 MIRACLE PLAY SYSTEMS INC	PLAYGROUND EQUIPMENT	2,247.02
353521 STEWARTS TREE SERVICE INC	TREE SERVICES	1,100.00
353575 AMERICAN PLUMBING INC	PLUMBING SERVICES	1,452.31
353580 AT AND T MCI	PHONE	86.68

Public Works-Median/General Land

353445 CROP PRODUCTION SERVICES INC	CHEMICALS	5,850.32
353455 EAST BAY MUNICIPAL UTILITY DISTRICT	LICENSE FEE	1,021.09
353461 FURBER SAW INC	GAS CANS	177.92
353481 LOWES COMPANIES INC	SUPPLIES	20.69
353496 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,420.00
353580 AT AND T MCI	PHONE	174.39
353643 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	484.00
353644 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	24.52
922983 JOHN DEERE LANDSCAPES PACHECO	CONTROLLER PARTS	14,479.60

Public Works-Work Alternative

353461 FURBER SAW INC	TRIMMER BLADES	106.09
353490 NEXTEL SPRINT	CELL PHONE	49.03

CITY OF ANTIOCH
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Police Administration

203726 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	16.00
353424 ASR - BRICKER MINCOLA	UNIFORMS	1,927.28
353425 BARAKOS, DIMITRI A	TRAINING MEAL ALLOWANCE	37.50
353429 BROWNELLS INC	ARMORY SUPPLIES	100.21
353431 CARDIAC SCIENCE CORP	AED SUPPLIES	515.61
353437 COMMUNITY GRANTS ASSOCIATES INC	HIRING GRANT	1,000.00
353438 CONTRA COSTA COUNTY	RANGE USE FEES	935.00
353439 CONTRA COSTA COUNTY	TUITION-BARAKOS	505.00
353446 CSI FORENSIC SUPPLY	SUPPLIES	687.03
353449 DAVIS TRUCK PAINTING INC	ARMORED VEHICLE PAINT	7,328.86
353457 ED JONES CO INC	BADGES	321.23
353458 EIDEN, KITTY J	MINUTES CLERK	300.00
353462 GALLS INC	BELT	32.70
353476 LC ACTION POLICE SUPPLY	BALLISTIC HELMETS	10,881.65
353502 PORAC LEGAL DEFENSE FUND	MEMBER DUES	30.00
353515 SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	8,496.18
353533 XEROX CORPORATION	COPIER LEASE/USAGE	2,096.82
353603 EVANS, JOSHUA FIELD	MILEAGE REIMBURSEMENT	229.60
353615 HAWTHORNE SUITES	LODGING-MENDES	513.00
353616 HAWTHORNE SUITES	LODGING-SUMMERS	513.00
353624 KOCH, MATTHEW T	TRAINING PER DIEM	355.00
353627 LOWTHER, GARY M	TRAINING PER DIEM	355.00
353632 MENDES, AURELIANO M	TRAINING PER DIEM	330.00
353634 MORIN, SHAWN M	MILEAGE REIMBURSEMENT	229.60
353635 MORTIMER, MICHAEL P	TRAINING PER DIEM	355.00
353660 SHERATON ANAHEIM HOTEL	LODGING-MORTIMER	653.72
353661 SHERATON ANAHEIM HOTEL	LODGING-KOCH	653.72
353662 SHERATON ANAHEIM HOTEL	LODGING-LOWTHER	653.72
353664 SUMMERS, MATHEW V	TRAINING PER DIEM	330.00
922981 HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	1,307.08
922984 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	104.91

Police Community Policing

203724 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	28.00
203725 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	67.30
203726 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	47.00
203727 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	22.50
203728 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	67.30
203729 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	47.29
353444 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	70.00
353503 PERS	PAYROLL DEDUCTIONS	403.35
353584 BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	11.97
353594 DELTA DENTAL	PAYROLL DEDUCTIONS	156.20
353622 EMPLOYEE	PENSION PAYMENT	4,159.00
353652 PERS	PAYROLL DEDUCTIONS	1,920.83

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Police Investigations

203724 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	67.60
203725 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	20.50
203726 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	36.50
203727 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	77.50
203728 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	29.90
203729 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	52.30
353522 T MOBILE USA INC	PEN REGISTERS	500.00
353533 XEROX CORPORATION	COPIER LEASE/USAGE	788.84

Police Communications

203725 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	7.50
353441 CONTRA COSTA COUNTY	ARIES MAINTENANCE	33,400.00
353464 GLOBALSTAR	SATELLITE PHONE	86.38
353516 SEN COMMUNICATIONS INC	HEADSET REPAIR	1,253.86
353579 AT AND T MCI	PHONE	655.27
353580 AT AND T MCI	PHONE	1,194.44
353581 AT AND T MOBILITY	HIGH SPEED WIRELESS	4,660.00
353582 AT AND T MOBILITY	HIGH SPEED WIRELESS	364.82

Office Of Emergency Management

353580 AT AND T MCI	PHONE	331.11
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Police Community Volunteers

353458 EIDEN, KITTY J	MINUTES CLERK	126.00
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Police Facilities Maintenance

353430 CAMALI CORP	MAINTENANCE SERVICE	363.00
353481 LOWES COMPANIES INC	SUPPLIES	6.16
353489 NEXTEL SPRINT	CELL PHONE	3,131.69
353507 REAL PROTECTION INC	REPAIR SERVICE	321.50
353573 ACME SECURITY SYSTEMS	CARD READER SERVICE	655.72
353580 AT AND T MCI	PHONE	302.60

Community Development Administration

353533 XEROX CORPORATION	COPIER LEASE/USAGE	369.86
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Community Development Land Planning Services

353453 DYETT AND BHATIA	CONSULTING SERVICES	2,487.50
353478 LOEWKE PLANNING ASSOCIATES	PROFESSIONAL SERVICES	371.10
353506 RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	454.21
353626 LOEWKE PLANNING ASSOCIATES	CONSULTING SERVICES	33,181.89
353641 OFFICE MAX INC	OFFICE SUPPLIES	8.51
353654 RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	285.02

CD Code Enforcement

203741 CRYSTAL CLEAR LOGOS INC	EMBROIDERY	61.04
203742 CONTRA COSTA COUNTY	LIEN RELEASE FEE	60.00
353481 LOWES COMPANIES INC	SUPPLIES	32.19
353491 OFFICE MAX INC	OFFICE SUPPLIES	209.41
353614 GRAHAM, RYAN M	EXPENSE REIMBURSEMENT	127.43

PW Engineer Land Development

353490 NEXTEL SPRINT	CELL PHONE	168.66
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353533 XEROX CORPORATION	COPIER LEASE/USAGE	143.82
353580 AT AND T MCI	PHONE	32.44
Community Development Building Inspection		
353454 EAGLE BUSINESS FORMS INC	BUILDING PERMITS	731.14
353483 MARICAL	SUPPLIES	255.18
353490 NEXTEL SPRINT	CELL PHONE	58.04
353491 OFFICE MAX INC	OFFICE SUPPLIES	31.09
353641 OFFICE MAX INC	OFFICE SUPPLIES	295.62
Capital Imp. Administration		
203704 DS WATERS OF AMERICA	WATER	8.50
Community Development Engineering Services		
353490 NEXTEL SPRINT	CELL PHONE	57.62
353491 OFFICE MAX INC	OFFICE SUPPLIES	24.69
212 CDBG Fund		
CDBG		
353433 CITY DATA SERVICES LLC	CDBG SERVICES	1,050.00
CDBG NSP		
353501 PMC	CDBG SERVICES	2,562.50
213 Gas Tax Fund		
Streets		
353644 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	292.58
923145 PROVEN MANAGEMENT INC	WILBUR AVE PROJECT	641,929.60
214 Animal Control Fund		
Animal Control		
353456 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	2,390.04
353465 HILLS PET NUTRITION	ANIMAL FOOD	1,098.78
353489 NEXTEL SPRINT	CELL PHONE	335.28
353533 XEROX CORPORATION	COPIER LEASE/USAGE	195.37
353575 AMERICAN PLUMBING INC	PLUMBING SERVICES	570.06
353598 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	656.66
353599 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	1,512.34
353617 HILLS PET NUTRITION	ANIMAL FOOD	504.95
353639 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	662.20
353668 UC DAVIS VETERINARY MEDICINE	SHELTER CONSULTATION	350.00
922980 HAMMONS SUPPLY COMPANY	SUPPLIES	300.55
923141 HAMMONS SUPPLY COMPANY	SUPPLIES	294.30
923142 HLP INC	SOFTWARE SUPPORT	2,697.00
219 Recreation Fund		
Non Departmental		
353479 LOPEZ, MAYRA	DEPOSIT REFUND	1,000.00
353665 TANGO, FLORIMAY ANNE	DEPOSIT REFUND	500.00
Recreation Admin		
203570 FERGUSON ENTERPRISES INC	SUPPLIES	74.12
353434 COLE SUPPLY CO INC	SUPPLIES	63.87
353658 ROGERS ROOFING	ROOFING SERVICE	6,480.00

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Senior Programs

353481	LOWES COMPANIES INC	SUPPLIES	172.13
353580	AT AND T MCI	PHONE	97.65

Recreation Classes/Prog

203625	PICAZO, AIDE	CLASS REFUND	34.00
203626	SIERRA, RALPH	CLASS REFUND	60.00
203627	JOHNSON, MICHAEL	CLASS REFUND	57.00
353602	EDUCATION TO GO	CONTRACTOR PAYMENT	470.75
353612	GEDDES MUSIC BRENTWOOD	CONTRACTOR PAYMENT	255.00
353636	MUIR, ROXANNE	CONTRACTOR PAYMENT	910.92
353641	OFFICE MAX INC	OFFICE SUPPLIES	148.37
353642	ORTIZ, CHERYL	CONTRACTOR PAYMENT	163.80
353673	WALLER, JOHN	CONTRACTOR PAYMENT	360.00
353675	WE ARE ONE PRODUCTIONS	CONTRACTOR PAYMENT	1,185.60

Recreation Sports Programs

203624	A THRU Z ENTERPRISES INC	DEPOSIT REFUND	100.00
353481	LOWES COMPANIES INC	SUPPLIES	386.82

Recreation Concessions

353434	COLE SUPPLY CO INC	SUPPLIES	270.00
353526	US FOODSERVICE INC	CONCESSION SUPPLIES	1,334.66
353580	AT AND T MCI	PHONE	17.24
923137	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	32.57

Recreation-New Comm Cntr

203642	GARDA CL WEST INC	ARMORED CAR SERVICE	47.70
353463	GARDA CL WEST INC	ARMORED CAR SERVICE	529.17
353481	LOWES COMPANIES INC	SUPPLIES	71.24
353533	XEROX CORPORATION	COPIER LEASE/USAGE	378.80
353580	AT AND T MCI	PHONE	19.65
353641	OFFICE MAX INC	OFFICE SUPPLIES	116.44
353644	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9,167.18
353648	PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	26.31
353651	PERS	PAYROLL DEDUCTIONS	0.93
353670	UNITED STATES POSTAL SERVICE	RECREATION GUIDE POSTAGE	7,400.00
923136	COMPUTERLAND	COMPUTER EQUIPMENT	326.87
923137	CONSOLIDATED ELECTRICAL DIST INC	LED LAMPS	549.36

222 Measure C/J Fund

Streets

353500	PLS SURVEYS INC	PROFESSIONAL SURVEYING	14,680.00
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229 Pollution Elimination Fund

Channel Maintenance Operation

353490	NEXTEL SPRINT	CELL PHONE	49.03
353510	RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	3,621.29
353601	ECORP CONSULTING INC	PROFESSIONAL SERVICES	2,228.43
353611	FURBER SAW INC	EQUIPMENT PARTS	235.22
353633	MJH EXCAVATING INC	EQUIPMENT RENTAL	3,490.00
923140	GRAINGER INC	SUPPLIES	41.45

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251 Lone Tree SLLMD Fund		
<i>Lonetree Maintenance Zone 1</i>		
353580 AT AND T MCI	PHONE	68.53
353643 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,936.00
<i>Lonetree Maintenance Zone 2</i>		
353580 AT AND T MCI	PHONE	131.89
922983 JOHN DEERE LANDSCAPES PACHECO	CONTROLLER PARTS	794.40
<i>Lonetree Maintenance Zone 3</i>		
353580 AT AND T MCI	PHONE	50.78
254 Hillcrest SLLMD Fund		
<i>Hillcrest Maintenance Zone 1</i>		
353580 AT AND T MCI	PHONE	34.27
353643 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,995.00
<i>Hillcrest Maintenance Zone 2</i>		
353496 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	6,423.00
353580 AT AND T MCI	PHONE	118.68
353643 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	3,428.00
<i>Hillcrest Maintenance Zone 4</i>		
353580 AT AND T MCI	PHONE	100.04
255 Park 1A Maintenance District Fund		
<i>Park 1A Maintenance District</i>		
353580 AT AND T MCI	PHONE	17.51
353644 PACIFIC GAS AND ELECTRIC CO	GAS	19.45
256 Citywide 2A Maintenance District Fund		
<i>Citywide 2A Maintenance Zone 9</i>		
353580 AT AND T MCI	PHONE	68.53
257 SLLMD Administration Fund		
<i>SLLMD Administration</i>		
203500 CAPCA	SEMINAR-HARRIS/BECHTHOLDT	80.00
353490 NEXTEL SPRINT	CELL PHONE	168.07
353527 VERIZON WIRELESS	DATA PLAN	76.02
353611 FURBER SAW INC	TRIMMER HEADS	585.88
376 Lone Diamond Fund		
<i>Assessment District</i>		
353432 CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES	165.00
353510 RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	16,132.43
353601 ECORP CONSULTING INC	PROFESSIONAL SERVICES	4,230.06
416 Honeywell Capital Lease Fund		
<i>Non Departmental</i>		
353583 BANK OF AMERICA	LOAN PAYMENT	43,516.24
570 Equipment Maintenance Fund		
<i>Non Departmental</i>		
353618 HUNT AND SONS INC	FUEL	6,556.72
<i>Equipment Maintenance</i>		
353422 ANTIOCH AUTO PARTS	EXHAUST FLUID	2,182.59
353440 CONTRA COSTA COUNTY	RADIO REPAIR	600.00

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353499	PETERSON	AUTO REPAIR SERVICE	1,105.17
353509	RELIABLE MOBILE AUTOMOTIVE	VEHICLE SERVICE	316.65
353524	TRED SHED, THE	TIRES	1,010.88
353527	VERIZON WIRELESS	DATA PLAN	38.01
353530	WALNUT CREEK FORD	SUPPLIES	874.74
353533	XEROX CORPORATION	COPIER LEASE/USAGE	54.46
353576	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	218.63
353597	EAST BAY TRUCK CENTER	BRAKE VALVE	967.08
353604	FAST UNDERCAR	BRAKE PARTS	240.97
353607	FERRIS HOIST AND REPAIR INC	HOIST REPAIR	1,066.36
353608	FIRST CHOICE UPHOLSTERY	UPHOLSTERY REPAIR	200.00
353619	IRONMAN PARTS AND SERVICES	EMISSIONS SYSTEM REPAIR	2,249.02
353646	PETERSON	HOSES	711.61
353657	ROBERTSON ENGINEERING NC	FUEL ISLAND REPAIR	943.61
353666	TRED SHED, THE	TIRES	2,619.68
353674	WALNUT CREEK FORD	BRAKES	501.10
353678	WINTER CHEVROLET CO	SUPPLIES	170.55

573 Information Services Fund

Information Services

353490	NEXTEL SPRINT	CELL PHONE	56.63
353580	AT AND T MCI	PHONE	61.33
353672	VERIZON WIRELESS	AIR CARD	76.02

Network Support & PCs

353436	COMCAST	INTERNET SERVICE	127.38
353490	NEXTEL SPRINT	CELL PHONE	121.04
353491	OFFICE MAX INC	OFFICE SUPPLIES	175.47
353580	AT AND T MCI	PHONE	94.01
922976	CDW GOVERNMENT INC	COMPUTER MEDIA	5,690.00
923136	COMPUTERLAND	COMPUTER EQUIPMENT	1,255.20
923140	GRAINGER INC	SUPPLIES	70.42

Telephone System

203524	AMERICAN MESSAGING	PAGER	37.37
353578	AT AND T MCI	PHONE	15.94
353580	AT AND T MCI	PHONE	2,339.47

Office Equipment Replacement

353421	AMS DOT NET INC	SOFTWARE MAINTENANCE	582.74
922977	COMPUTERLAND	INTERNAL HARD DRIVE	2,205.20

577 Post Retirement Medical-Police Fund

Non Departmental

353537	RETIREE	MEDICAL AFTER RETIREMENT	289.50
353539	RETIREE	MEDICAL AFTER RETIREMENT	1,067.00
353540	RETIREE	MEDICAL AFTER RETIREMENT	600.97
353549	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
353555	RETIREE	MEDICAL AFTER RETIREMENT	74.04
353556	RETIREE	MEDICAL AFTER RETIREMENT	918.69
353565	RETIREE	MEDICAL AFTER RETIREMENT	252.36

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353567	RETIREE	MEDICAL AFTER RETIREMENT	80.44
353569	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
353571	RETIREE	MEDICAL AFTER RETIREMENT	697.99
353572	RETIREE	MEDICAL AFTER RETIREMENT	470.94
353652	PERS	MEDICAL AFTER RETIREMENT	4,800.91
922990	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
922991	RETIREE	MEDICAL AFTER RETIREMENT	252.36
922995	RETIREE	MEDICAL AFTER RETIREMENT	918.69
922997	RETIREE	MEDICAL AFTER RETIREMENT	1,244.18
923000	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923001	RETIREE	MEDICAL AFTER RETIREMENT	1,244.18
923010	RETIREE	MEDICAL AFTER RETIREMENT	320.27
923011	RETIREE	MEDICAL AFTER RETIREMENT	830.00
923013	RETIREE	MEDICAL AFTER RETIREMENT	495.46
923015	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923025	RETIREE	MEDICAL AFTER RETIREMENT	1,225.13
923029	RETIREE	MEDICAL AFTER RETIREMENT	1,163.16
923030	RETIREE	MEDICAL AFTER RETIREMENT	672.00
923031	RETIREE	MEDICAL AFTER RETIREMENT	252.36
923043	RETIREE	MEDICAL AFTER RETIREMENT	175.97
923046	RETIREE	MEDICAL AFTER RETIREMENT	252.36
923048	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923049	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923050	RETIREE	MEDICAL AFTER RETIREMENT	256.70
923056	RETIREE	MEDICAL AFTER RETIREMENT	175.97
923073	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923075	RETIREE	MEDICAL AFTER RETIREMENT	623.72
923076	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923086	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923087	RETIREE	MEDICAL AFTER RETIREMENT	804.48
923088	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923090	RETIREE	MEDICAL AFTER RETIREMENT	995.08
923100	RETIREE	MEDICAL AFTER RETIREMENT	623.72
923110	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923112	RETIREE	MEDICAL AFTER RETIREMENT	185.67
923115	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923120	RETIREE	MEDICAL AFTER RETIREMENT	623.72
923130	RETIREE	MEDICAL AFTER RETIREMENT	623.72
923132	RETIREE	MEDICAL AFTER RETIREMENT	267.70
923133	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44

578 Post Retirement Medical-Misc Fund

Non Departmental

353538	RETIREE	MEDICAL AFTER RETIREMENT	235.69
353541	RETIREE	MEDICAL AFTER RETIREMENT	228.67
353544	RETIREE	MEDICAL AFTER RETIREMENT	235.69
353545	RETIREE	MEDICAL AFTER RETIREMENT	117.69

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353546	RETIREE	MEDICAL AFTER RETIREMENT	435.44
353547	RETIREE	MEDICAL AFTER RETIREMENT	590.38
353551	RETIREE	MEDICAL AFTER RETIREMENT	118.65
353554	RETIREE	MEDICAL AFTER RETIREMENT	235.69
353558	RETIREE	MEDICAL AFTER RETIREMENT	235.69
353561	RETIREE	MEDICAL AFTER RETIREMENT	354.38
353562	RETIREE	MEDICAL AFTER RETIREMENT	117.69
353563	RETIREE	MEDICAL AFTER RETIREMENT	590.38
353564	RETIREE	MEDICAL AFTER RETIREMENT	117.69
353566	RETIREE	MEDICAL AFTER RETIREMENT	117.69
353570	RETIREE	MEDICAL AFTER RETIREMENT	117.69
353652	PERS	MEDICAL AFTER RETIREMENT	6,184.85
922992	RETIREE	MEDICAL AFTER RETIREMENT	208.36
922993	RETIREE	MEDICAL AFTER RETIREMENT	590.38
922994	RETIREE	MEDICAL AFTER RETIREMENT	179.21
922996	RETIREE	MEDICAL AFTER RETIREMENT	435.44
922999	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923004	RETIREE	MEDICAL AFTER RETIREMENT	235.69
923006	RETIREE	MEDICAL AFTER RETIREMENT	235.69
923008	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923014	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923016	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923019	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923021	RETIREE	MEDICAL AFTER RETIREMENT	235.69
923024	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923027	RETIREE	MEDICAL AFTER RETIREMENT	175.97
923028	RETIREE	MEDICAL AFTER RETIREMENT	250.00
923033	RETIREE	MEDICAL AFTER RETIREMENT	175.97
923036	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923037	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923039	RETIREE	MEDICAL AFTER RETIREMENT	61.18
923040	RETIREE	MEDICAL AFTER RETIREMENT	171.80
923045	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923047	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923052	RETIREE	MEDICAL AFTER RETIREMENT	235.69
923055	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923058	RETIREE	MEDICAL AFTER RETIREMENT	235.69
923060	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923063	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923066	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923068	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923072	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923082	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923083	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923092	RETIREE	MEDICAL AFTER RETIREMENT	235.69
923095	RETIREE	MEDICAL AFTER RETIREMENT	235.69

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923099	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923105	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923114	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923116	RETIREE	MEDICAL AFTER RETIREMENT	208.36
923118	RETIREE	MEDICAL AFTER RETIREMENT	23.64
923119	RETIREE	MEDICAL AFTER RETIREMENT	175.97
923123	RETIREE	MEDICAL AFTER RETIREMENT	709.38
923129	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923131	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923134	RETIREE	MEDICAL AFTER RETIREMENT	117.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

353542	RETIREE	MEDICAL AFTER RETIREMENT	894.90
353543	RETIREE	MEDICAL AFTER RETIREMENT	175.69
353548	RETIREE	MEDICAL AFTER RETIREMENT	117.69
353550	RETIREE	MEDICAL AFTER RETIREMENT	235.69
353552	RETIREE	MEDICAL AFTER RETIREMENT	400.00
353553	RETIREE	MEDICAL AFTER RETIREMENT	590.38
353557	RETIREE	MEDICAL AFTER RETIREMENT	354.38
353559	RETIREE	MEDICAL AFTER RETIREMENT	755.38
353560	RETIREE	MEDICAL AFTER RETIREMENT	117.69
353568	RETIREE	MEDICAL AFTER RETIREMENT	235.69
353652	PERS	MEDICAL AFTER RETIREMENT	9,118.55
922998	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923002	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923003	RETIREE	MEDICAL AFTER RETIREMENT	269.65
923005	RETIREE	MEDICAL AFTER RETIREMENT	175.70
923007	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923009	RETIREE	MEDICAL AFTER RETIREMENT	894.90
923012	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923017	RETIREE	MEDICAL AFTER RETIREMENT	535.72
923018	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923020	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923022	RETIREE	MEDICAL AFTER RETIREMENT	470.38
923023	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923026	RETIREE	MEDICAL AFTER RETIREMENT	208.36
923032	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923034	RETIREE	MEDICAL AFTER RETIREMENT	894.90
923035	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923038	RETIREE	MEDICAL AFTER RETIREMENT	829.31
923041	RETIREE	MEDICAL AFTER RETIREMENT	512.29
923042	RETIREE	MEDICAL AFTER RETIREMENT	358.38
923044	RETIREE	MEDICAL AFTER RETIREMENT	470.94
923051	RETIREE	MEDICAL AFTER RETIREMENT	293.13
923053	RETIREE	MEDICAL AFTER RETIREMENT	720.38
923054	RETIREE	MEDICAL AFTER RETIREMENT	354.38

CITY OF ANTIOCH
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923057	RETIREE	MEDICAL AFTER RETIREMENT	208.36
923059	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923061	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923062	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923064	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923065	RETIREE	MEDICAL AFTER RETIREMENT	235.69
923067	RETIREE	MEDICAL AFTER RETIREMENT	235.69
923069	RETIREE	MEDICAL AFTER RETIREMENT	161.41
923070	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923071	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923074	RETIREE	MEDICAL AFTER RETIREMENT	587.40
923077	RETIREE	MEDICAL AFTER RETIREMENT	175.97
923078	RETIREE	MEDICAL AFTER RETIREMENT	208.36
923079	RETIREE	MEDICAL AFTER RETIREMENT	179.21
923080	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923081	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923084	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923085	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923089	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
923091	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923093	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923094	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923096	RETIREE	MEDICAL AFTER RETIREMENT	235.69
923097	RETIREE	MEDICAL AFTER RETIREMENT	179.21
923098	RETIREE	MEDICAL AFTER RETIREMENT	375.69
923101	RETIREE	MEDICAL AFTER RETIREMENT	894.90
923102	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923103	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923104	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923106	RETIREE	MEDICAL AFTER RETIREMENT	208.36
923107	RETIREE	MEDICAL AFTER RETIREMENT	535.72
923108	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923109	RETIREE	MEDICAL AFTER RETIREMENT	590.38
923111	RETIREE	MEDICAL AFTER RETIREMENT	755.38
923113	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923117	RETIREE	MEDICAL AFTER RETIREMENT	208.36
923121	RETIREE	MEDICAL AFTER RETIREMENT	1,321.08
923122	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923124	RETIREE	MEDICAL AFTER RETIREMENT	354.38
923125	RETIREE	MEDICAL AFTER RETIREMENT	1,653.13
923126	RETIREE	MEDICAL AFTER RETIREMENT	117.69
923127	RETIREE	MEDICAL AFTER RETIREMENT	1,388.00
923128	RETIREE	MEDICAL AFTER RETIREMENT	208.36

611 Water Fund

Non Departmental

353511	ROBERTS AND BRUNE CO	SUPPLIES	1,509.65
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CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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353605	FASTENAL CO	SUPPLIES	4,439.31
922980	HAMMONS SUPPLY COMPANY	SUPPLIES	125.90
923140	GRAINGER INC	SUPPLIES	266.83
923141	HAMMONS SUPPLY COMPANY	SUPPLIES	2,074.92

Water Supervision

353420	AMERICAN WATER WORKS ASSOCIATION	MEMBER DUES	5,711.00
353435	COLEY, TIMOTHY P	CERTIFICATION REIMBURSEMENT	180.00
353490	NEXTEL SPRINT	CELL PHONE	88.29
353491	OFFICE MAX INC	OFFICE SUPPLIES	177.24
353513	RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	659.54
353527	VERIZON WIRELESS	DATA PLAN	76.02
353591	COOPER, DEBORAH	CHECK REPLACEMENT	81.30
353641	OFFICE MAX INC	OFFICE SUPPLIES	116.87
353681	ZHAO, ZHI	CHECK REPLACEMENT	34.12

Water Production

353418	ACE HARDWARE, ANTIOCH	TARP	9.80
353422	ANTIOCH AUTO PARTS	SIGNS	62.66
353427	BHS MARKETING LLC	FLUORIDE	10,496.42
353460	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	213.79
353481	LOWES COMPANIES INC	CLAMP	50.69
353490	NEXTEL SPRINT	CELL PHONE	103.30
353496	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	857.00
353508	RED WING SHOE STORE	SAFETY SHOES-JOHNSON G	190.00
353527	VERIZON WIRELESS	DATA PLAN	38.01
353533	XEROX CORPORATION	COPIER LEASE/USAGE	72.32
353580	AT AND T MCI	PHONE	896.90
353609	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	434.01
353628	LOZANO SMITH LLP	LEGAL SERVICES	360.00
353643	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	857.00
353669	UNITED PARCEL SERVICE	SHIPPING	31.78
353679	XEROX CORPORATION	COPIER LEASE	55.43
922978	EVOQUA WATER TECHNOLOGIES LLC	SERVICE DI H2O SYSTEM	471.00
922979	GRAINGER INC	BRASS FITTINGS	20.30
922986	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	11,055.99
923135	AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,774.79
923139	EUROFINS EATON ANALYTICAL INC	MONITORING	150.00

Water Distribution

353423	ANTIOCH BUILDING MATERIALS	ASPHALT	3,085.92
353443	COUNTY ASPHALT	ASPHALT	716.43
353447	CWEA SFBS	RENEWAL-CORDAWAY	156.00
353468	INFOSEND INC	PRINT/MAIL SERVICE	4,457.12
353481	LOWES COMPANIES INC	SUPPLIES	96.77
353486	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	119.36
353490	NEXTEL SPRINT	CELL PHONE	354.78
353491	OFFICE MAX INC	OFFICE SUPPLIES	170.17
353492	OLSON, JAMIE M	CERTIFICATION REIMBURSEMENT	180.00

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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353511	ROBERTS AND BRUNE CO	PIPE & FITTINGS	52.10
353514	SABRE BACKFLOW INC	TEST KIT	1,150.10
353527	VERIZON WIRELESS	DATA PLAN	380.10
353533	XEROX CORPORATION	COPIER LEASE/USAGE	138.63
353580	AT AND T MCI	PHONE	17.13
353656	RED WING SHOE STORE	SAFETY SHOES-ARROYO	215.93
353669	UNITED PARCEL SERVICE	SHIPPING	41.73
922982	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	573.39
Water Meter Reading			
353490	NEXTEL SPRINT	CELL PHONE	47.24
353527	VERIZON WIRELESS	DATA PLAN	38.01
922975	BADGER METER INC	REGISTERS	23,199.89
Public Buildings & Facilities			
353428	BPXPRESS	REPRODUCTION SERVICE	796.45
353585	BROWN AND CALDWELL INC	ENGINEERING SERVICES	623.00
923144	NICHOLS CONSULTING ENGINEERS CORP	PROFESSIONAL SERVICES	1,180.00
Warehouse & Central Stores			
353490	NEXTEL SPRINT	CELL PHONE	58.48
353533	XEROX CORPORATION	COPIER LEASE/USAGE	140.77
353669	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	4.00
621 Sewer Fund			
Sewer-Wastewater Supervision			
353491	OFFICE MAX INC	OFFICE SUPPLIES	111.48
353527	VERIZON WIRELESS	DATA PLAN	114.03
353533	XEROX CORPORATION	COPIER LEASE/USAGE	138.62
353593	CWEA SFBS	RENEWAL-CHALK	156.00
353596	DOWNEY BRAND ATTORNEYS LLP	LEGAL SERVICES	726.00
353641	OFFICE MAX INC	OFFICE SUPPLIES	69.78
Sewer-Wastewater Collection			
353423	ANTIOCH BUILDING MATERIALS	ASPHALT	268.58
353443	COUNTY ASPHALT	ASPHALT	716.42
353459	FASTLANE TEK INC	CONSULTING SERVICES	4,748.75
353466	HOME DEPOT, THE	SUPPLIES	154.21
353468	INFOSEND INC	PRINT/MAIL SERVICE	4,457.13
353485	MOUNTAIN CASCADE INC	EMERGENCY SEWER REPAIR	489,776.53
353490	NEXTEL SPRINT	CELL PHONE	276.54
353508	RED WING SHOE STORE	SAFETY SHOES-DEJANVIER	215.93
353513	RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	659.55
353527	VERIZON WIRELESS	DATA PLAN	228.06
353580	AT AND T MCI	PHONE	66.96
353653	PUMP REPAIR SERVICE CO	PUMP REPAIR	1,769.04
353656	RED WING SHOE STORE	SAFETY SHOES-COOK	209.07
353659	SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,500.00
353667	TUTTS TRUCK OUTFITTERS	INSTALL TRUCK STEPS	320.51
353669	UNITED PARCEL SERVICE	SHIPPING	12.47
923138	CRYSTAL CLEAR LOGOS INC	CAPS	536.61

Prepared by: Georgina Meek
 Finance Accounting
 11/6/2014

November 13, 2014

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD
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Wastewater Collection

923144 NICHOLS CONSULTING ENGINEERS CORP PROFESSIONAL SERVICES 1,180.00
622 Sewer Facilities Expansion Fund

Wastewater Collection

353426 BENCHMARK CONSULTANTS SEWER MAIN PROJECT 1,180.00
 353473 KLEINFELDER INC PROFESSIONAL SERVICES 693.00

631 Marina Fund

Non Departmental

353505 QUACH, LE BERTH DEPOSIT REFUND 40.00
 353531 WARDLE, AMBROSE BERTH DEPOSIT REFUND 297.25

Marina Administration

353419 AMERICAN PLUMBING INC PLUMBING SERVICES 145.00
 353481 LOWES COMPANIES INC SUPPLIES 14.42
 353490 NEXTEL SPRINT CELL PHONE 56.63
 353533 XEROX CORPORATION COPIER LEASE/USAGE 58.04
 353575 AMERICAN PLUMBING INC PLUMBING SERVICES 115.00
 353580 AT AND T MCI PHONE 85.98
 353679 XEROX CORPORATION COPIER LEASE 55.43

Major Projects

353523 TRANSYSTEMS CORPORATION CONSULTING SERVICES 192.00
641 Prewett Water Park Fund

Non Departmental

353645 PENA, MYRNA DEPOSIT REFUND 500.00

Recreation Aquatics

353487 MUIR, ROXANNE CONTRACTOR PAYMENT 70.00
 353636 MUIR, ROXANNE CONTRACTOR PAYMENT 70.00

Recreation Water Park

203642 GARDA CL WEST INC ARMORED CAR SERVICE 47.70
 203643 COMCAST CABLE 48.51
 353434 COLE SUPPLY CO INC SUPPLIES 1,079.51
 353463 GARDA CL WEST INC ARMORED CAR SERVICE 841.78
 353474 KNORR SYSTEMS INC POOL CHEMICALS 264.52
 353481 LOWES COMPANIES INC SUPPLIES 742.59
 353491 OFFICE MAX INC OFFICE SUPPLIES 344.60
 353533 XEROX CORPORATION COPIER LEASE/USAGE 304.03
 353580 AT AND T MCI PHONE 49.08
 353595 DELTA FENCE CO GATE REPAIR 384.00
 922979 GRAINGER INC SUPPLIES 679.84
 923136 COMPUTERLAND COMPUTER EQUIPMENT 326.86
 923137 CONSOLIDATED ELECTRICAL DIST INC SUPPLIES 107.15

Rec Prewett Concessions

353434 COLE SUPPLY CO INC SUPPLIES 99.06
 353580 AT AND T MCI PHONE 49.26

721 Employee Benefits Fund

Non Departmental

353417 24 HOUR FITNESS SPORT PAYROLL DEDUCTIONS 29.99

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD
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353442	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
353450	DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
353451	DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
353452	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
353467	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	939.00
353469	INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
353477	LINA	PAYROLL DEDUCTIONS	5,110.04
353488	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,697.94
353493	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,600.00
353494	OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	7,014.53
353497	PARS	PAYROLL DEDUCTIONS	3,072.67
353498	PERS LONG TERM CARE	PAYROLL DEDUCTIONS	72.02
353503	PERS	PAYROLL DEDUCTIONS	329,033.34
353504	PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,295.22
353518	SOLAR SWIM AND GYM	PAYROLL DEDUCTIONS	27.00
353519	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	952.60
353520	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
353525	RECIPIENT	PAYROLL DEDUCTIONS	112.15
353534	XTREME FITNESS	PAYROLL DEDUCTIONS	104.00
353535	EMPLOYEE	PAYROLL CORRECTION	1,213.45
353536	EMPLOYEE	PAYROLL CORRECTION	1,231.95
353574	AFLAC	PAYROLL DEDUCTIONS	7,320.54
353584	BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	2,589.42
353594	DELTA DENTAL	PAYROLL DEDUCTIONS	28,260.94
353651	PERS	PAYROLL DEDUCTIONS	337,467.73
353652	PERS	PAYROLL DEDUCTIONS	312,315.43
922973	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	716.75
922974	APOA	PAYROLL DEDUCTIONS	12,683.67
922985	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	48,610.93
922989	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	4,259.26



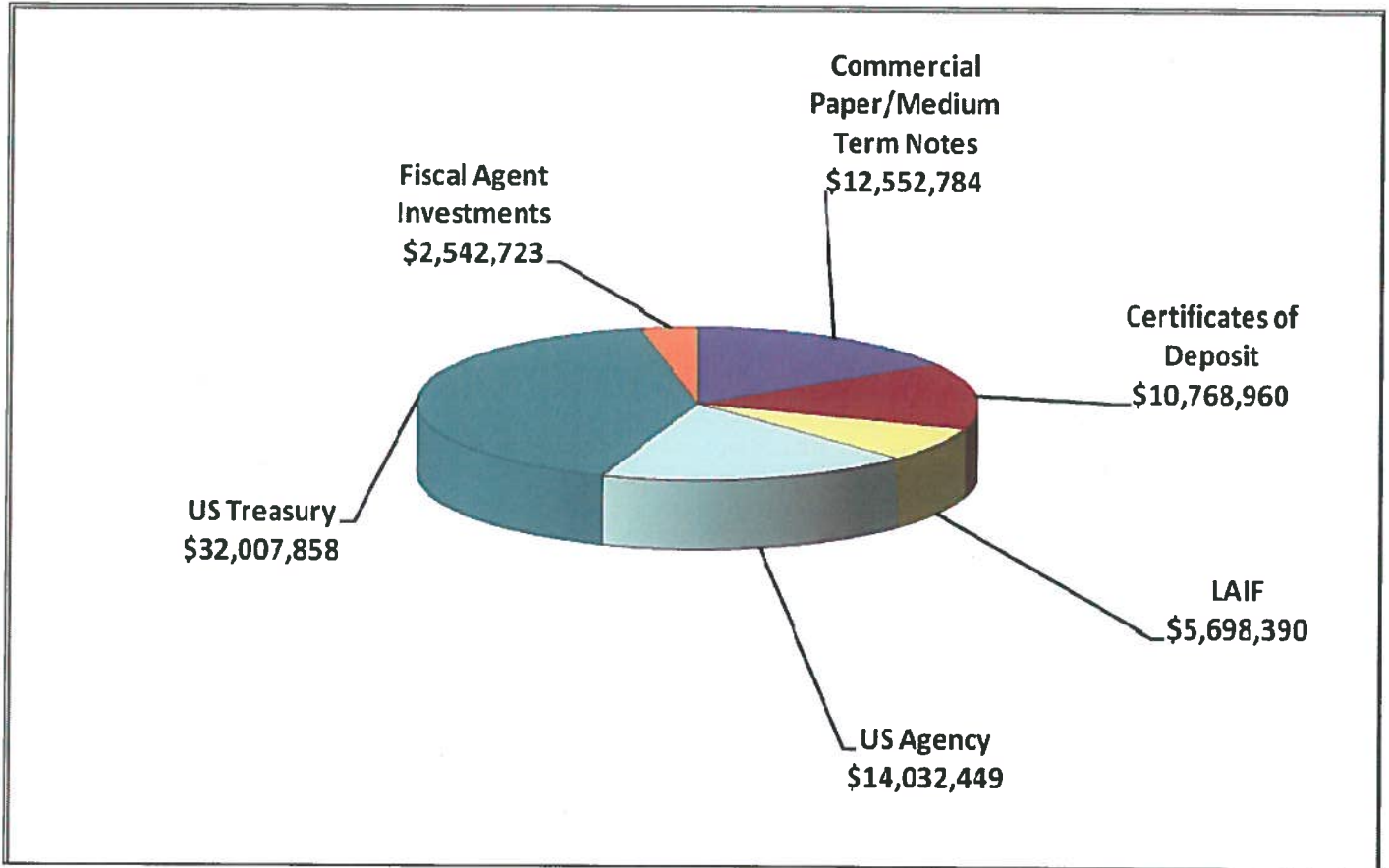
STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF NOVEMBER 13, 2014

SUBMITTED BY: Donna Conley, City Treasurer
DATE November 13, 2014
SUBJECT: Treasurer's Report – SEPTEMBER 2014

RECOMMENDATION: Review and file.

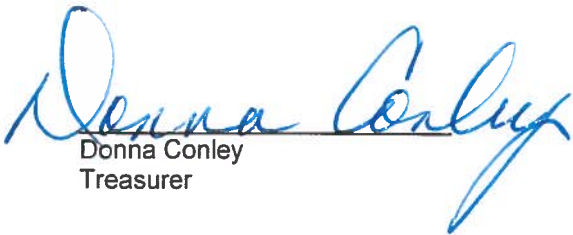
CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

SEPTEMBER 30, 2014



Total of City and Fiscal Agent Investments = \$77,603,164

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


Donna Conley
Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2002 Lease Revenue Bonds	285,579
Antioch Public Financing Authority 1998 Reassessment Revenue Bonds	1,678,485
Antioch Development Agency 2000 Tax Allocation Bonds	4
Antioch Development Agency 2009 Tax Allocation Bonds	146,064
ABAG Lease Revenue Bonds	<u>432,591</u>
	<u><u>\$2,542,723</u></u>



Managed Account Issuer Summary

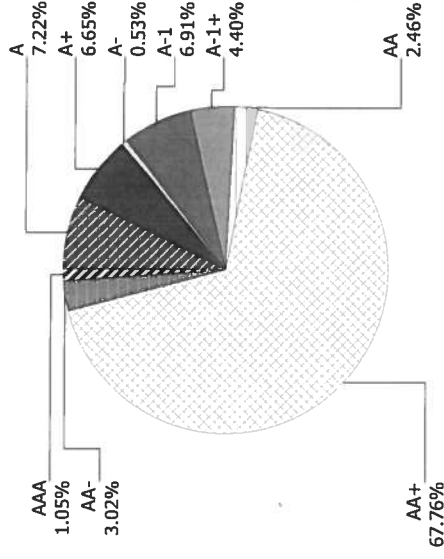
For the Month Ending September 30, 2014

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Credit Quality (S&P Ratings)

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	369,745.07	0.53
AMERICAN HONDA FINANCE	587,002.46	0.85
APPLE INC	2,073,419.00	3.00
BANK OF NEW YORK	1,066,331.25	1.54
BANK OF NOVA SCOTIA	1,350,027.00	1.95
BERKSHIRE HATHAWAY INC	933,392.64	1.35
CA ST DEPT OF WATER REV BONDS	501,285.00	0.73
CATERPILLAR INC	767,750.83	1.11
CREDIT SUISSE GROUP	1,700,975.80	2.46
DEERE & COMPANY	1,059,415.14	1.53
FANNIE MAE	2,444,830.88	3.54
FEDERAL HOME LOAN BANKS	4,549,539.83	6.58
FREDDIE MAC	4,432,825.41	6.41
GENERAL ELECTRIC CO	1,341,532.43	1.94
GOLDMAN SACHS GROUP INC	1,372,552.50	1.99
HSBC HOLDINGS PLC	564,563.26	0.82
JP MORGAN CHASE & CO	1,650,524.35	2.39
MET WATER DISTRICT OF SOUTHERN CA	226,023.75	0.33
RABOBANK NEDERLAND	1,692,137.50	2.45
SKANDINAVISKA ENSKIDA BANKEN AB	1,701,485.80	2.46
STATE OF CALIFORNIA	1,506,507.50	2.18
TOYOTA MOTOR CORP	726,690.70	1.05
UNITED STATES TREASURY	31,980,919.62	46.28
UNIVERSITY OF CALIFORNIA	365,784.50	0.53
US BANCORP	1,363,811.63	1.97
WAL-MART STORES INC	399,832.00	0.58
WELLS FARGO & COMPANY	1,030,961.40	1.49
WESTPAC BANKING CORP NY	1,351,648.35	1.96
Total	\$69,111,515.60	100.00%



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending September 30, 2014

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
U.S. Treasury Bond / Note												
US TREASURY NOTES	DTD 11/30/2010 1.375% 11/30/2015	912828PJ3	AA+	Aaa	11/29/12	12/05/12	1,957,816.40	0.35	8,779.71	1,922,604.72	1,925,754.50	
US TREASURY NOTES	DTD 01/31/2011 2.000% 01/31/2016	912828PS3	AA+	Aaa	03/04/14	03/05/14	949,756.25	0.30	3,100.00	940,773.97	941,059.72	
US TREASURY NOTES	DTD 01/31/2014 0.375% 01/31/2016	912828B41	AA+	Aaa	02/04/14	02/07/14	4,655,994.14	0.31	2,937.84	4,654,033.60	4,656,719.25	
US TREASURY NOTES	DTD 05/02/2011 2.000% 04/30/2016	912828OF0	AA+	Aaa	03/27/13	03/28/13	997,277.34	0.38	7,951.09	974,257.21	973,787.05	
US TREASURY NOTES	DTD 06/02/2014 0.375% 05/31/2016	912828WM8	AA+	Aaa	06/02/14	06/03/14	2,799,562.50	0.38	3,528.69	2,799,634.35	2,797,155.20	
US TREASURY NOTES	DTD 06/17/2013 0.500% 06/15/2016	912828VG2	AA+	Aaa	04/08/14	04/11/14	259,969.53	0.51	383.61	259,976.28	260,243.88	
US TREASURY NOTES	DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	AA+	Aaa	05/10/13	05/15/13	2,394,218.75	0.41	18,069.29	2,308,821.20	2,305,617.60	
US TREASURY NOTES	DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	AA+	Aaa	05/22/13	05/24/13	3,204,783.20	0.44	24,229.28	3,093,927.73	3,091,623.60	
US TREASURY NOTES	DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	AA+	Aaa	05/24/13	05/31/13	3,574,570.31	0.53	27,103.94	3,456,154.65	3,458,426.40	
US TREASURY NOTES	DTD 08/31/2011 1.000% 08/31/2016	912828RF9	AA+	Aaa	02/27/14	03/03/14	2,293,577.93	0.49	1,939.64	2,286,985.20	2,283,403.13	
US TREASURY NOTES	DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	10/31/13	11/01/13	2,403,446.48	0.62	7,013.27	2,398,000.52	2,393,757.42	
US TREASURY NOTES	DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	11/27/13	12/03/13	3,136,726.56	0.58	9,145.18	3,129,376.76	3,121,419.53	
US TREASURY NOTES	DTD 05/31/2012 0.625% 05/31/2017	912828SY7	AA+	Aaa	06/02/14	06/03/14	1,964,044.92	0.81	4,148.31	1,965,233.45	1,957,872.80	
US TREASURY NOTES	DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	07/01/14	07/07/14	281,047.85	0.96	240.08	281,346.89	280,680.54	



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending September 30, 2014

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Dated Date/Coupon/Maturity	Par	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
U.S. Treasury Bond / Note									
US TREASURY NOTES	AA+	Aaa	09/02/14	09/04/14	1,537,617.19	1.04	77.27	1,536,731.69	1,533,399.00
DTD 09/30/2010 1.875% 09/30/2017									
Security Type Sub-Total	31,450,000.00				32,410,409.35	0.50	118,647.20	32,007,858.22	31,980,919.62
Municipal Bond / Note									
UNIV OF CAL TXBL REV BONDS	AA	Aa2	09/26/13	10/02/13	230,000.00	0.53	458.77	230,000.00	230,379.50
DTD 10/02/2013 0.528% 05/15/2015									
METRO WTR DIST AUTH, CA TXBL REV BONDS	AAA	Aa1	06/21/12	06/28/12	225,000.00	0.94	530.44	225,000.00	226,023.75
DTD 06/28/2012 0.943% 07/01/2015									
CA ST DEPT OF WATER TXBL REV BONDS	AAA	Aa1	09/19/12	09/27/12	500,000.00	0.65	1,083.33	500,000.00	501,285.00
DTD 09/27/2012 0.650% 12/01/2015									
CA ST TXBL GO BONDS	A	Aa3	03/13/13	03/27/13	551,859.00	0.93	962.50	550,876.67	552,612.50
DTD 03/27/2013 1.050% 02/01/2016									
UNIV OF CAL TXBL REV BONDS	AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	462.57	135,000.00	135,405.00
DTD 10/02/2013 0.907% 05/15/2016									
CA ST TAXABLE GO BONDS	A	Aa3	10/22/13	11/05/13	954,455.50	1.09	4,947.92	953,120.33	953,895.00
DTD 11/05/2013 1.250% 11/01/2016									
Security Type Sub-Total	2,590,000.00				2,596,314.50	0.90	8,445.53	2,593,997.00	2,599,600.75
Federal Agency Bond / Note									
FHLB (EX-CALLABLE) GLOBAL NOTES	AA+	Aaa	12/12/13	12/30/13	1,374,587.50	0.39	1,303.39	1,374,742.41	1,376,254.00
DTD 12/30/2013 0.375% 12/30/2015									
FANNIE MAE GLOBAL NOTES	AA+	Aaa	02/14/13	02/15/13	799,088.00	0.54	11.11	799,560.90	800,612.00
DTD 02/15/2013 0.500% 03/30/2016									
FREDDIE MAC GLOBAL NOTES	AA+	Aaa	03/06/13	03/07/13	239,985.60	0.50	460.00	239,992.57	240,132.72
DTD 03/07/2013 0.500% 05/13/2016									
FNMA NOTES	AA+	Aaa	10/01/13	10/03/13	664,674.35	0.75	68.23	661,476.61	662,746.69
DTD 08/19/2011 1.250% 09/28/2016									





Managed Account Detail of Securities Held

For the Month Ending September 30, 2014

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity Federal Agency Bond / Note	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135GOCM3	AA+	Aaa	10/01/13	10/03/13	984,555.92	0.74	101.04	979,744.25	981,472.19
FHLB NOTES DTD 08/07/2014 0.500% 09/28/2016	3130AZT97	AA+	Aaa	08/06/14	08/07/14	1,855,815.00	0.61	77.50	1,856,105.05	1,854,552.06
FEDERAL HOME LOAN BANKS (CALLABLE) DTD 03/27/2014 1.625% 03/27/2017	3130A1CR7	AA+	Aaa	04/02/14	04/04/14	1,324,396.90	1.25	236.53	1,317,186.92	1,318,733.77
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	AA+	Aaa	08/12/14	08/14/14	1,609,800.36	1.00	2,817.50	1,609,809.47	1,603,381.29
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	AA+	Aaa	08/12/14	08/14/14	2,599,825.80	1.00	4,550.00	2,599,834.04	2,589,311.40
Security Type Sub-Total						11,452,729.43	0.81	9,625.30	11,438,452.22	11,427,196.12
Corporate Note										
JPMORGAN CHASE & CO GLOBAL NOTES DTD 10/18/2012 1.100% 10/15/2015	46623EJR1	A	A3	10/15/12	10/18/12	649,733.50	1.11	3,296.94	649,906.40	652,703.35
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	A+	A1	10/18/12	10/25/12	424,562.25	0.73	1,305.69	424,843.78	425,531.25
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	A+	A1	12/17/12	12/20/12	638,067.20	0.81	1,966.22	639,273.50	640,800.00
WAL-MART STORES INC GLOBAL NOTES DTD 04/11/2013 0.600% 04/11/2016	931142DE0	AA	Aa2	04/04/13	04/11/13	399,716.00	0.62	1,133.33	399,854.71	399,832.00
APPLE INC GLOBAL NOTES DTD 05/03/2013 0.450% 05/03/2016	037833AH3	AA+	Aa1	04/30/13	05/03/13	379,312.20	0.51	703.00	379,634.43	379,205.80
TOYOTA MOTOR CREDIT CORP DTD 05/17/2013 0.800% 05/17/2016	89236TAL9	AA-	Aa3	05/14/13	05/17/13	724,702.75	0.81	2,158.89	724,837.83	726,690.70
GENERAL ELEC CAP CORP (FLOATING) DTD 07/12/2013 0.884% 07/12/2016	36962G7A6	AA+	A1	07/09/13	07/12/13	1,330,000.00	0.93	2,578.88	1,330,000.00	1,341,532.43
WELLS FARGO & COMPANY DTD 07/29/2013 1.250% 07/20/2016	94974BFL9	A+	A2	07/22/13	07/29/13	1,024,016.00	1.28	2,526.91	1,024,398.80	1,030,961.40



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending September 30, 2014

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note										
BERKSHIRE HATHAWAY FIN GLOBAL NOTES DTD 08/15/2013 0.950% 08/15/2016	084664BX8	AA	Aa2	08/06/13	08/15/13	929,507.10	0.97	1,128.92	929,690.76	933,392.64
AMERICAN HONDA FINANCE GLOBAL NOTES DTD 10/10/2013 1.125% 10/07/2016	02665WAB7	A+	A1	10/03/13	10/10/13	582,964.20	1.24	3,180.94	583,619.32	587,002.46
JPMORGAN CHASE & CO DTD 02/18/2014 1.350% 02/15/2017	46623EJY6	A	A3	02/12/14	02/18/14	999,500.00	1.37	1,725.00	999,601.62	997,821.00
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AM2	AA+	Aa1	04/29/14	05/06/14	1,699,099.00	1.07	7,189.58	1,699,218.49	1,694,213.20
JOHN DEERE CAPITAL CORP NOTES DTD 06/12/2014 1.125% 06/12/2017	24422ESNO	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	3,627.66	1,064,549.25	1,059,415.14
HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	A+	A2	06/16/14	06/23/14	564,141.20	1.35	1,999.47	564,217.82	564,563.26
CATERPILLAR FINANCIAL SE DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	A	A2	08/13/14	08/20/14	769,615.00	1.27	1,096.18	769,629.38	767,750.83
AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	A-	A2	09/18/14	09/23/14	369,504.20	1.60	127.44	369,507.80	369,745.07
Security Type Sub-Total						12,548,940.05	1.07	35,745.05	12,552,783.89	12,571,160.53
Certificate of Deposit										
CREDIT SUISSE NEW YORK CERT DEPOS (FLOAT) DTD 07/15/2013 0.634% 01/15/2015	22549TDK1	A-1	P-1	07/11/13	07/15/13	1,700,000.00	0.68	2,333.76	1,700,000.00	1,700,975.80
SKANDINAVISKA ENSKILDA BY NY FLOAT CD DTD 01/10/2014 0.552% 01/04/2016	83051HUD6	A-1	P-1	01/07/14	01/10/14	1,700,000.00	0.56	2,268.12	1,700,000.00	1,701,485.80
WESTPAC BANKING CORP NY LT FLOAT CD DTD 04/17/2014 0.414% 04/15/2016	96121TWF1	A-1+	P-1	04/16/14	04/17/14	1,350,000.00	0.41	1,209.78	1,350,000.00	1,351,648.35
RABOBANK NEDERLAND NV NY CD DTD 05/13/2014 0.716% 05/06/2016	21684BPV0	A-1+	P-1	05/09/14	05/13/14	1,700,000.00	0.71	4,667.56	1,700,000.00	1,692,137.50





Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
BANK OF NOVA SCOTIA HOUS CD FLOAT	DTD 06/13/2014 0.414% 06/10/2016	06417HMU7	A+	Aa2	06/11/14	06/13/14	1,349,184.60	0.28	325.71	1,349,307.80	1,350,027.00
GOLDMAN SACHS BANK USA CD	DTD 08/19/2014 0.900% 08/12/2016	38147J2L5	A-1	P-1	08/14/14	08/19/14	1,375,000.00	0.90	1,457.88	1,375,000.00	1,372,552.50
US BANK NA CINCINNATI (CALLABLE) CD	DTD 09/11/2014 1.375% 09/11/2017	90333VPF1	AA-	Aa3	09/09/14	09/11/14	1,372,786.25	1.41	1,050.35	1,372,826.65	1,363,811.63
Security Type Sub-Total							10,546,970.85	0.70	13,313.16	10,547,134.45	10,532,638.58
Managed Account Sub-Total							69,555,364.18	0.70	185,776.24	69,140,225.78	69,111,515.60
Securities Sub-Total							\$69,555,364.18	0.70%	\$185,776.24	\$69,140,225.78	\$69,111,515.60
Accrued Interest											\$185,776.24
Total Investments											\$69,297,291.84





Managed Account Security Transactions & Interest

For the Month Ending September 30, 2014

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY										
	09/02/14	09/04/14	US TREASURY NOTES	912828PA2	1,500,000.00	(1,537,617.19)	(1,549,681.74)	(12,064.55)		
			DTD 09/30/2010 1.875% 09/30/2017							
	09/09/14	09/11/14	US BANK NA CINCINNATI (CALLABLE)	90333VPF1	1,375,000.00	(1,372,786.25)	(1,372,786.25)	0.00		
			CD							
	09/18/14	09/23/14	AMERICAN EXPRESS CREDIT CORP	0258M0DR7	370,000.00	(369,504.20)	(369,504.20)	0.00		
			NOTES							
			DTD 09/23/2014 1.550% 09/22/2017							
Transaction Type Sub-Total				3,245,000.00	(3,279,907.64)	(12,064.55)	(3,291,972.19)			

INTEREST										
	09/10/14	09/10/14	BANK OF NOVA SCOTIA HOUS CD	06417HMU7	1,350,000.00	0.00	1,367.70			
			FLOAT							
	09/27/14	09/27/14	FEDERAL HOME LOAN BANKS (CALLABLE)	3130A1CR7	1,310,000.00	0.00	10,643.75			
			DTD 06/13/2014 0.414% 06/10/2016							
	09/28/14	09/28/14	FNMA NOTES	3135G0CM3	655,000.00	0.00	4,093.75			
			DTD 03/27/2014 1.625% 03/27/2017							
	09/28/14	09/28/14	FNMA NOTES	3135G0CM3	970,000.00	0.00	6,062.50			
			DTD 08/19/2011 1.250% 09/28/2016							
	09/28/14	09/28/14	FHLB NOTES	3130A2T97	1,860,000.00	0.00	1,317.50			
			DTD 08/07/2014 0.500% 09/28/2016							
	09/30/14	09/30/14	FANNIE MAE GLOBAL NOTES	3135G0VA8	800,000.00	0.00	2,000.00			
			DTD 02/15/2013 0.500% 03/30/2016							
	09/30/14	09/30/14	US TREASURY NOTES	912828PA2	1,500,000.00	0.00	14,062.50			
			DTD 09/30/2010 1.875% 09/30/2017							
Transaction Type Sub-Total				8,445,000.00	0.00	39,547.70	39,547.70			

SELL										
	09/02/14	09/04/14	WELLS FARGO & COMPANY	94974BFE5	750,000.00	757,080.00	1,968.75	(5,898.08)	2,314.54	SPEC LOT
			DTD 06/27/2012 1.500% 07/01/2015							
Transaction Type Sub-Total										





Managed Account Security Transactions & Interest

For the Month Ending September 30, 2014

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
	SELL										
09/02/14	09/04/14		WELLS FARGO & COMPANY DTD 06/27/2012 1.500% 07/01/2015	94974BFE5	750,000.00	757,080.00	1,968.75	759,048.75	(5,677.50)	2,395.09	SPEC LOT
09/09/14	09/11/14		US TREASURY NOTES DTD 03/31/2012 1.000% 03/31/2017	912828SM3	540,000.00	541,560.94	2,419.67	543,980.61	316.41	509.38	SPEC LOT
09/09/14	09/11/14		US TREASURY NOTES DTD 05/31/2012 0.625% 05/31/2017	912828SY7	825,000.00	817,620.12	1,451.08	819,071.20	(2,803.71)	(3,217.43)	SPEC LOT
09/18/14	09/23/14		US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	375,000.00	369,008.79	275.14	369,283.93	(791.01)	(1,148.05)	SPEC LOT
Transaction Type Sub-Total						3,240,000.00	8,083.39	3,250,433.24	(14,853.89)	853.53	
Managed Account Sub-Total						(37,557.79)	35,566.54	(1,991.25)	(14,853.89)	853.53	
Total Security Transactions						(\$37,557.79)	\$35,566.54	(\$1,991.25)	(\$14,853.89)	\$853.53	



**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF NOVEMBER 13, 2014**

FROM: Lynn Tracy Nerland, City Attorney



DATE: October 29, 2014

SUBJECT: Rejection of Claim

RECOMMENDATION:

Reject the listed claims:

1. Katherine Lee Hart 14/15-2177 (personal injury, civil rights)
2. Dia Scott Williams 14/15-2197 (personal injury)


LTN/spd

cc: Anthony Allenza
Christina Garcia, Deputy City Clerk

11/13/14

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 13, 2014**

PREPARED BY: Ahmed Abu-Aly, Associate Civil Engineer, Capital Improvements Division 

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

DATE: November 4, 2014

SUBJECT: Resolution Authorizing the Filing of an Application for a CalRecycle Grant for the Pavement Maintenance, Rubberized Cape Seal Project, (P.W. 328-8) and the Authorization is to be Effective for Five (5) Years from the Date of Adoption of the Resolution.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the submittal of an application for a CalRecycle grant for the Pavement Maintenance, Rubberized Cape Seal Project at various locations. The authorization is effective for five (5) years from the date of adoption of the resolution.

BACKGROUND INFORMATION

The California Department of Resources Recycling and Recovery (CalRecycle) provides a Rubberized Pavement Grant Program for recycled-content surfacing products derived from waste tires generated in California. Staff is recommending applying for the \$250,000 maximum grant amount to be used for the pavement maintenance and rubberized cape seal project at various residential streets. Attachment B lists the candidate streets to be included in the CalRecycle grant.

The project will include installing new handicap ramps as needed, patch paving and rubberized chip cape seal to the selected streets.

FINANCIAL IMPACT

The construction cost estimate for rubberized cape seal of all streets on the candidate list is \$2,100,000. The City will apply for a \$250,000 CalRecycle grant with the remaining funds to be paid by Gas Tax funds.

STRATEGIC PURPOSE

This program will support Strategy K-4 by pursuing grant funding to improve infrastructure; and Strategy K-5 by reducing City liability from third party claims by increasing and enhancing ADA accessibility and reducing trip hazards.

OPTIONS

None

ATTACHMENTS

- A: Resolution
 - B: List of Streets
- AA/lm

RESOLUTION NO. 2014/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING SUBMITTAL OF AN APPLICATION FOR ALL
CALRECYCLE GRANTS FOR WHICH THE CITY OF ANTIOCH IS ELIGIBLE
(P.W. 328-8)**

WHEREAS, Public Resource Code Section 4000 et seq. authorizes the Department of Resources Recycle and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an Applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Antioch City Council authorizes the submittal of an application to CalRecycle for all grants for which City of Antioch is eligible; and

BE IT FURTHER RESOLVED that the Director of Public Works or his/her designee is hereby authorized and empowered to execute in the name of the City of Antioch all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this Resolution.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted and passed by the City of Antioch, California, at a regular meeting thereof held on the 13th day of November, 2014 by the following vote:

AYES:

NOES:

ABSENT:

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

CANDIDATE LIST OF STREETS FOR PAVEMENT MAINTENANCE RUBBERIZED CAPE SEAL PROGRAM

STREET NAME	LIMITS
Bluerock Drive	Lone Tree Way to Deer Valley Road
Granite Circle/Court	All
Bluerock Court	All
Rimrock Drive	All
G Street	North of Newbury Avenue to Longview Road
Whitehaven Court	All
Ravenwood Court	All
Donham Court	All
Bourton Court	All
Gloucester Court	All
Deerfield Drive	Hillcrest Avenue to Country Hills Drive
Deer Valley Road	Hillcrest Avenue to Lone Tree Way
4 th Street	L Street to G Street
G Street	4 th Street to Tenth Street
10 th Street	A Street to O Street
East 18 th Street	A Street to Hwy 4 – City Limit
A Street	Belshaw Street to Wilbur Ave
Wilbur Avenue	A Street to Cavallo Road
East Tregallas Road	Hillcrest Avenue to Garrow Drive
West Tregallas Road	Lone Tree Way to El Rey Street
Verne Roberts Circle	West 10 th Street to 2508 Verne Roberts Circle west of gas station
Costco Way	Auto Center Drive to Verne Roberts Circle
Cataline Avenue	All
Brisdale Place	All
Stilwell Circle	All
Madill Circle	All
Hawthorne Avenue	All
William Reed Drive	All
Campbell Avenue	All
Creed Avenue	All
John Gildi Avenue	All
Newbury Avenue	All
East Madill Street	All
Beasley Avenue	All
Bryan Avenue	All
Diablo Avenue	All
McGinley Avenue	All

**CANDIDATE LIST OF STREETS FOR PAVEMENT
MAINTENANCE RUBBERIZED CAPE SEAL 2015-2017
CONT'D**

Coventry Court	All
Madill Court	All
West Madill Street	All
Rossi Avenue	A Street To D Street
Texas Street	A Street to D Street
Lindberg Street	All
Norton Street	All
Lawton Street	All
Russell Drive	All
Lawrence Avenue	All
Bautista Street	All
Capistrano Street	All
D Street	Putnam Street to West Tregallas Road
Dolores Street	All
El Rey Street	All
Alcala Street	Putnam Street to West Tregallas Road
San Joaquin Avenue	West Tregallas Road to El Rey Street
Faria Street	All
Elizabeth Lane	All
Elizabeth Court	All
Robert Street	All
Plumleigh Avenue	All
Putnam Street	North Francisco Way to Gentrytown Drive
Adams Court	All
Carter Way	All
Cleveland Place	All
Ford Court	All
Johnson Drive	All
Jackson Place	All
Madison Court	All
Reagan Court	All
Taft Court	All
Van Buren Drive	All
Van Buren Place	All
Van Buren Court	All
Harding Way	All
Harding Court	All
Harrison Place	All
Hayes Way	All

**CANDIDATE LIST OF STREETS FOR PAVEMENT
MAINTENANCE RUBBERIZED CAPE SEAL 2015-2017
CONT'D**

Monroe Court	All
Jefferson Way	All
Washington Way	All
Garfield Place	All
Baker Court	All
East 19 th Street	All
Acacia Avenue	All
Birch Avenue	All
Chestnut Avenue	All
Deodar Avenue	All
Evergreen Avenue	All
Belshaw Street	All

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 13, 2014**

Prepared by: Ken Warren, Assistant Engineer ^{vw}
Reviewed by: Lynne Filson, Assistant City Engineer
Approved by: Ron Bernal, Director of Public Works/City Engineer
Date: November 4, 2014
Subject: Resolution Accepting Completed Improvements for Nelson Ranch Unit 1
(Standard Pacific Homes), Tract No. 6893 (PW 547)

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution accepting the completed improvements to Nelson Ranch Unit 1, Tract No. 6893.

BACKGROUND INFORMATION

The Final Development Plan and Vesting Tentative Map for the subject subdivision was approved by City Council Resolution No. 98/97 adopted August 11, 1998. The Final Map for the subject subdivision was approved by City Council Resolution No. 2006/10, adopted January 24, 2006. The developer has provided updated estimates and bonds for off-tract improvements to Slatten Ranch Road, Wild Horse Road and Storm Drain Line "C", as well as maintenance bonds for any remainder in-tract improvements.

All public improvements consisting of paving, curb, gutter, storm drain facilities, sewer mains, water mains, and landscaping have been installed and completed in the subdivision by the developer, and have been accepted by the City Engineer.

FINANCIAL IMPACT

Upon satisfactory completion of the one-year warranty period, the City accepts responsibility for maintenance of the subdivision improvements. Excepted from this one-year period is the maintenance of the accepted landscape improvements, which begins immediately.

STRATEGIC PURPOSE

Consideration of this item is consistent with Strategic Plan Long Term Goal K; ensure well maintained public facilities and rights-of-way.

OPTIONS

None.

ATTACHMENT

A: Vicinity Map

RESOLUTION NO. 2014/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ACCEPTING
COMPLETED IMPROVEMENTS FOR NELSON RANCH UNIT 1
(STANDARD PACIFIC HOMES), TRACT NO. 6893 (PW 547)**

WHEREAS, the Final Map for Nelson Ranch Unit 1 (Standard Pacific Homes), Tract No. 6893 was approved January 24, 2006 by City Council Resolution No. 2006/10; and

WHEREAS, by said Final Map certain streets, parcels, and other easements were dedicated to the City of Antioch; and

WHEREAS, all public improvements proposed to be constructed in connection with said subdivision, consisting of paving, curbs, gutters, storm drain facilities, sanitary sewer, water mains, and landscaping have been constructed in those areas dedicated to the public and

WHEREAS, the completed improvements have been constructed in accordance with the Standards Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the City Engineer; and

NOW, THEREFORE BE IT RESOLVED that all completed improvements consisting of paving, curbs, gutters, storm drain facilities, sewer mains, water mains, and landscaping, installed and completed in Nelson Ranch, Unit 1, Tract No. 6893, be and hereby are accepted by the City Council of the City of Antioch. The accepted improvements will be maintained by the City of Antioch in accordance with standard City maintenance policies upon satisfactory completion of the one-year warranty period, except for maintenance of the accepted landscape improvements, which the City will maintain immediately.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of November 2014, by the following vote:

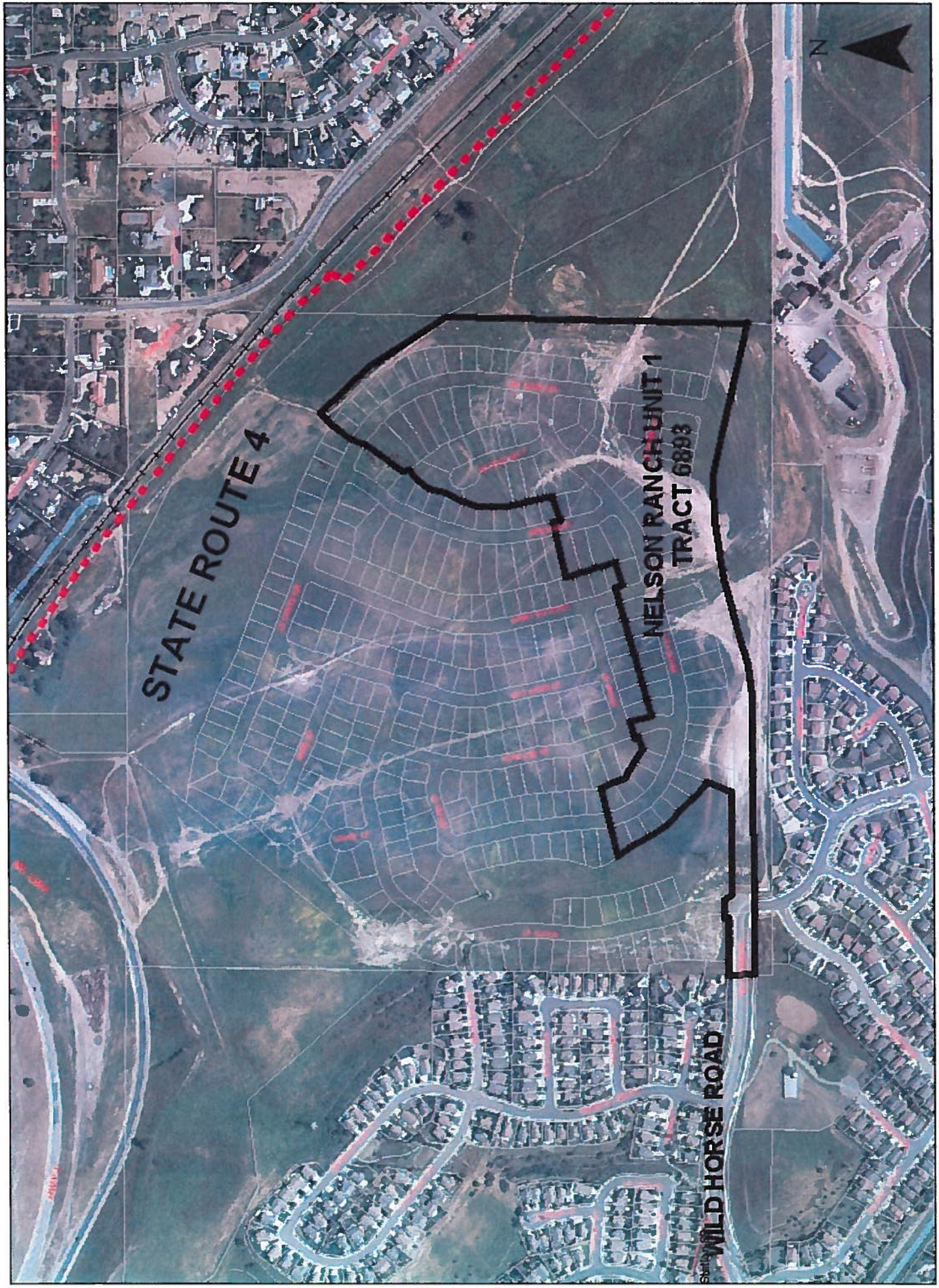
AYES:

NOES:

ABSENT:

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

ATTACHMENT "A"



City of Antioch GIS

0 250 500 1,000 Feet

VICINITY MAP

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF NOVEMBER 13, 2014**

FROM: Michelle Fitzer, Administrative Services Director 

DATE: November 3, 2014

**SUBJECT: RESOLUTION APPROVING THE BENEFIT DOCUMENT BETWEEN
THE CITY OF ANTIOCH AND THE MANAGEMENT BARGAINING UNIT**


RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the Benefit Document between the City and the Management Bargaining Unit, and authorize the City Manager to execute the document.

BACKGROUND

The Management Unit had a Benefit Document covering the period of October 1, 2010 – September 30, 2013. Representatives of the City and the Management Unit have been meeting and conferring in good faith to negotiate a successor agreement. At this time, a tentative agreement has been reached. The terms of the Agreement are:

- Term: October 1, 2013 to September 30, 2016 (3 years).
- Effective the first full pay period in January, 2015, all classifications shall receive a three percent (3%) salary increase (COLA) excluding the classifications of Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst who already received the adjustment when it was provided to the TPEA, per Resolution 2010/79. This is to match the salary increase provided to Operating Engineers Local 3 and Public Employees Union Local 1 in 2014.
- Effective January 11, 2015, the current 36 hour work week/ten percent (10%) salary reduction is eliminated and all employees in this Unit will return to a 40 hour work week. This action was required based on the “trigger” language found in the January 11, 2011, Tentative Agreement of General Fund revenues (**excluding** new revenues such as Measure C) reaching \$38.4 million with the reserve maintained at 10%.
- Effective upon ratification the second “trigger” component of the January 2011 Tentative Agreement is eliminated, which eliminates the reinstatement of previously negotiated but not implemented COLA salary adjustments.
- Effective January 11, 2015, the City’s deferred compensation contribution is reinstated (prospectively).
- “Me Too” Clause – during the term of the Agreement, increases or decreases negotiated with either Local 1 or OE3 will be implemented for this Unit.



11/13/14

- Effective the first full pay period in January, 2015, decrease the Employee's contribution to the Employee's share of the PERS rate by 1.0%, and increase the Employee's contribution to the Employer's share of the PERS rate by 1.0%. This keeps the total Employee contribution at eight percent (8%) for Classic/Legacy employees, but all on the Employer contribution side. PEPRA covered employees hired on or after January 1, 2013, shall be required to pay fifty percent (50%) of the Normal Cost, as required by statute.
- For the classifications of Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst, the provisions of Resolution 2010/79 will be incorporated into the Agreement. Specifically:
 - The Water Treatment Plant Superintendent top step will remain at 19% above the Water Treatment Plant Supervisor and Water Quality Analyst top step.
 - The Water Treatment Plant Supervisor and Water Quality Analyst top step will remain at 11.5% above the top step of Water Treatment Operator with certificate.

Resolution 2010/79 will be rescinded by separate Council action.

FINANCIAL IMPACT

The annual fiscal impact of the COLA salary adjustment, returning to a 40 hour work week, and reinstating the deferred compensation contribution is \$507,297. Of this amount, \$327,480 is General Fund.

STRATEGIC PURPOSE

In general, all of the identified goals, strategies and objectives will be positively impacted by the return to a 40 hour work week. One of the Council's key priorities, restoring services to the Community, will be achieved.

ATTACHMENTS

- A. Resolution Approving the Benefit Document for the Management Bargaining Unit
Exhibit 1 to the Resolution - Benefit Document for the Management Bargaining Unit for the Period of October 1, 2013 – September 30, 2016

RESOLUTION NO. 2014/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE AMENDED BENEFIT DOCUMENT BETWEEN THE
CITY OF ANTIOCH AND THE MANAGEMENT BARGAINING UNIT**

WHEREAS, the City and the Management Unit had a Benefit Document covering the period of October 1, 2010 – September 30, 2013; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of the Management Unit to negotiate a successor agreement; and

WHEREAS, representatives of the City and the Management Unit reached a Total Tentative Agreement for a successor Benefit Document for the period of October 1, 2013 through September 30, 2016, which was ratified by the membership of the Unit.

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

Section 1. That the Benefit Document between the City of Antioch and the Management Bargaining Unit for the period of October 1, 2013 – September 30, 2016, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved and the City Manager is authorized to execute it.

* * * * *

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 13th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF ANTIOCH

MANAGEMENT UNIT

BENEFIT DOCUMENT

OCTOBER 1, 2013 - SEPTEMBER 30, 2016

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MANAGEMENT EMPLOYEES' BENEFIT DOCUMENT

October 1, 2013 - September 30, 2016

1. COMPENSATION

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

A. Salaries

Effective the first full pay period in January, 2015, all classifications shall receive a three percent (3%) salary increase, excluding the classifications of Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst who already received the adjustment when it was provided to the TPEA, per Resolution 2010/79. No specific classification(s) shall receive the benefit of multiple adjustments ("Compounding"). This salary increase is based on the salary and benefit increases that adjoining bargaining units received prior to the signing of this Agreement.

B. Elimination of Salary Reduction in Lieu of Furlough

Implement the January 21, 2011, Tentative Agreement triggers regarding the revenue at \$38.4 million, with a reserve maintained at 10% effective January 11, 2015. This means:

- Reinstatement of the 40 hour work week
- Reinstatement (meaning eliminate) the 10% reduction in management salaries

Eliminate the trigger for revenue at \$42.3 million with a reserve maintained at 12% - eliminate the reinstatement of COLA to the Management, Confidential, Local 1 and OE3 units.

C. "Me Too" Clause

During the term of this Agreement, the parties agree that increases/decreases negotiated with either Local 1 or OE3 will be implemented for this Unit, excluding salary increases for the classifications of Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst who are already tied to the TPEA for salary equity. This Agreement will be reopened to determine the allocation of the percentage increase/decrease of the total package for the bargaining unit represented by either Local 1 or OE 3.

- The Management Unit shall select which bargaining unit's total package shall be used. However, in the event that a higher total package value is negotiated with one unit over another, the

Management Unit shall receive the value of the single highest package, not a cumulative total of both package values – e.g., One unit receives 2.5% and one unit receives 2.7%, Management shall receive 2.7%, NOT 5.2%. The intent of this provision is for the Management Unit to be compensated equitably/equally to the bargain groups that they manage.

- The percentage increase/decrease of the total package shall be determined by the City's Finance Department. The Finance Department's determination is final and not appealable.
 - The percentage increase/decrease shall be determined by modifications to the following benefits.
 - Salaries
 - The change in contributions to the flexible benefit/cafeteria plan
 - Modifications to the contributions to retirement
 - PERS
 - Deferred Compensation
 - Holidays
 - Vacation
 - Sick Leave
- The parties will mutually agree to the allocation of the percentage increase/decrease of the total package; however, any benefit changes mandated by the City Council shall be incorporated in the allocation agreement. The Management Unit will always retain the option to take the compensation increase/decrease in the exact same way that the respective bargain unit has as long as it is legal for them to do so.

Examples: If there is a three percent (3%) total package increase negotiated with either Local 1 or OE3, the Management group shall receive a three percent (3%) increase. The determination of the allocation of the increase (all salary, salary increase and deferred compensation increase, etc.) shall be negotiated. However, if the City Council mandates a change to a certain benefit, such as holidays, the mandated benefit change is not negotiable and shall be implemented.

C. Acting Pay

1. Management employees who are required to work in a higher classification are entitled to, after having previously worked in the higher class for a cumulative total of forty (40) hours, or those working on a 9/80 schedule either thirty-six (36) or forty-four (44) hours, a minimum of Step A of the higher classification pay range

or five percent (5%) additional compensation, whichever is greater. At no time shall the Acting Pay exceed the maximum of the salary range established for the higher classification. To be entitled to Acting Pay, the employee must assume substantially all of the day-to-day duties of the higher position for a period of at least forty (40) continuous hours. .

2. Deputy or Assistant Department Heads are eligible for acting pay only for department head absences in excess of thirty (30) calendar days. Acting as department head for shorter periods of time is considered to be a regular duty for which the employee is compensated in regular base salary.

D. Special Assignment Pay

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

E. Equity Adjustments for Water Treatment Plant Classifications

The Water Treatment Plant Superintendent top step will remain at 19% above the Water Treatment Plant Supervisor and Water Quality Analyst top step.

The Water Treatment Plant Supervisor and Water Quality Analyst top step will remain at 11.5% above the top step of Water Treatment Operator with certificate.

2. HEALTH & WELFARE BENEFITS

A. Medical Insurance

The City contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and the City's Medical- After-Retirement Policy.

1. The City shall pay the PERS required Minimum Employer Contribution per month on behalf of each active and retired employee who participates in the City's health insurance plans.
2. Except as provided herein, employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide

written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program

B. Dental Insurance

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

C. Life Insurance

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

D. Long-Term Disability (LTD) Insurance.

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

E. Vision Care Insurance.

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

F. Employee Assistance Program.

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

G. Gym/Health Club Reimbursement Program

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

H. Flexible Benefits (Cafeteria) Plan.

1. Effective January 1, 2014, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:

- a. For each Executive Management employee who is eligible for employee only medical coverage, the City shall contribute \$830.62 per month.

For each Senior and Mid-Management/Professional employee who is eligible for employee medical coverage, the City shall contribute \$792.40 per month.

- b. For each Executive Management employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,288.97 per month.

For each Senior and Mid-Management/Professional employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,250.64 per month.

- c. For each Executive Management employee who is eligible for family medical coverage, the City shall contribute \$1,601.51 per month.

For each Senior and Mid-Management/Professional employee who is eligible for family medical coverage, the City shall contribute \$1,569.62 per month.

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

- i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
- ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
- iii. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.
- iv. The City would then increase the amounts provided in Section H. 1a. 1b. and 1c of this Document by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

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

Refer to Appendix "A" for example of calculation.

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

The cumulative limits apply only to the impact of premium increases related to the most populated health and dental plans (those used to calculate the

Cafeteria Plan contribution) and the increase in all other minimum and/or required premiums included in the Cafeteria Plan. The \$1,000 and \$5,000 cumulative limits do not apply to additional expenses, which are the result of enhanced benefit selection.

2. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
 - a. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefit Plan.
 - b. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.
 - c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City.
 - d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.
 - e. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be

solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

I. Non-Industrial Disability

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

J. Industrial Disability

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

3. RETIREMENT BENEFITS

A. Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPR legacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution. The City shall pay the remainder of the PERS Employer Contribution, and all eight percent (8%) of the Employee

Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

Regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRA provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

B. Medical-After-Retirement

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the plan on file in the Human Resources Department. The City shall contribute to this Plan a set percentage of salary per month as determined and, as may be changed from time to time, by an actuarial review.

For employees hired on or after September 1, 2007, the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event the impacted employees in the bargaining unit agree to make a mandatory contribution of Two point Five percent (2.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account, the City will match such contribution up to an additional One percent (1.0%). The City's total contribution per employee will not exceed Two point Five percent (2.5%). In accordance with the MARA plan document, all impacted employees must participate in the 2.5% contribution. It is not an individual choice.

C. Deferred Compensation

1. For the term of this agreement the City shall contribute an amount equal to five percent (5%) of base salary to a deferred compensation account for each Executive Management employee. Executive Management employees are those so designated on the Management salary schedule.
2. For the term of this agreement the City shall contribute an amount equal to two percent (2%) of base salary to a deferred compensation account for each Senior Management and Mid-Management/Professional employee. When contributions are reinstated, the minimum contribution shall be no less than Fifty Dollars and No/100ths (\$50.00) per month.

4. LEAVES

A. Holidays

The City shall observe the following holidays:

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

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

B. Floating Holidays

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

C. Vacation

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

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

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

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

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

9.230 hours per pay period from the start of the twentieth year of service (30 days per year.).
2. Senior Management and Mid-Management/Professional Employees; shall earn vacation leave as follows:

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

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

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

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

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

3. New employees shall complete six (6) months of service with the City before being eligible to take vacation time.
4. Employees may earn vacation credit up to a maximum accumulation for 24-months' (2-years') service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of credit involves two different rates of accumulation, such as would occur on the 5th, 10th, and 20th years of service, the higher rate of accumulation will be used for the 24-month figure. (Memo dated 5/10/76 to all Department Heads).
5. With the City Manager's approval, Executive Management employees will be allowed to cash out up to 80 hours of their annual vacation accrual during each calendar year.

With the City Manager's approval, Senior and Mid-Management/ Professional employees will be allowed to cash out up to 40 hours of their annual vacation accrual during each calendar year.

D. Sick Leave

1. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate to 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.
2. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.

3. If sick leave is used for purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.
4. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
5. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
6. Sick leave may be used only in the following situations:
 - a. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
 - b. Employees may use a maximum of six (6) days of Kin Care per calendar year to attend to a child, parent, spouse, domestic partner, or a domestic partner's child. Leave can be used for illness, doctor appointments, parent-teacher conference, or if the sitter is ill. An employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days. Leave for this purpose may not be taken until it has actually accrued.
 - c. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

Sick Leave Upon Termination

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

Conversion

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

E. Family and Medical Care Leave

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

F. Leave Without Pay

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

G. Military Leave

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

H. Jury Duty

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

such service. A copy of jury summons or subpoena will be filed with the City by the employee.

I. Bereavement Leave

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents and grandchildren) shall be allowed.
2. Employees shall be granted three (3) days off work as bereavement leave. The employee's department head must be notified immediately when bereavement leave will be taken.

J. Administrative Leave

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

Tier 1: 96 hours

City Attorney
City Manager
Assistant City Manager
Administrative Services Director
Community Development Director
Economic Development Director
Finance Director
Human Resources Director
Information Systems Director
Parks and Recreation Director
Police Chief
Public Works Director/City Engineer

Tier 2: 80 hours

Assistant City Engineer
Deputy Finance Director
Assistant to the City Manager
Chief Building Official
Code Enforcement/Asset Recovery Coordinator
Deputy Director of Community Development
Economic Development Program Manager
Recreation Services Manager
Recreation Supervisor
Senior Planner

Tier 3: 40 hours

Accountant I/II
Administrative Analyst I
Animal Services Supervisor
Collection Systems Superintendent
Collection Systems Supervisor
Finance Services Supervisor
Human Resources Analyst
Information Systems Project Manager
Operations Supervisor
Project Manager
Water Distribution Superintendent
Water Distribution Supervisor
Water Quality Analyst
Water Treatment Plant Superintendent
Water Treatment Plant Supervisor

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

K. Holiday Closure Program

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

Among the items the parties may discuss is the use and scheduling of vacation, floating holidays and/or compensatory time on the part of employees during the designated time for the Holiday Closure. The City recognizes that on a case-by-case basis, individual employees may have

a unique personal situation and the bargaining unit may request that the City review the possibility of non-accrued vacation to be advanced to cover the closure time.

5. DEPARTMENT HEAD PROVISIONS

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

A. Notice Prior to Termination

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

B. Notice of Separation

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

6. MISCELLANEOUS

A. Auto Allowance

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

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

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

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

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

B. Standby

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

C. Safety Shoes

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

Assistant City Engineer
Chief Building Official
Code Enforcement/Asset Recovery Coordinator
Collection Systems Superintendent
Collection Systems Supervisor
Community Development Director
Deputy Director of Public Works - Operations
Public Works Director/City Engineer
Water Distribution Superintendent
Water Distribution Supervisor
Water Quality Analyst
Water Treatment Plant Superintendent
Water Treatment Plant Supervisor

D. Safety Jackets and Hats

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

E. Educational Incentive

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

CITY OF ANTIOCH

MANAGEMENT UNIT

Steven Duran
City Manager

Michael Bechtholdt
Deputy Director of Public Works

Date

Date

**APPENDIX A
SAMPLE FLEXIBLE BENEFIT PLAN INCREASE**

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

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

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

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

Employee Only Coverage

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

Two-Party Coverage

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

Family Coverage

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

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

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

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

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

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

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

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

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

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

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

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF NOVEMBER 13, 2014**

FROM: Michelle Fitzer, Administrative Services Director *MF*

DATE: November 3, 2014

**SUBJECT: RESOLUTION APPROVING THE AMENDED BENEFIT DOCUMENT
BETWEEN THE CITY OF ANTIOCH AND THE CONFIDENTIAL
EMPLOYEES BARGAINING UNIT**

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the amended Benefit Document between the City and the Confidential Employees Bargaining Unit, and authorize the City Manager to execute the document.

BACKGROUND

The Confidential Unit had a Benefit Document covering the period of October 1, 2010 – September 30, 2013. On June 10, 2014, Council adopted a resolution approving a Benefit Document for the period of October 1, 2013 – September 30, 2015.

At that time, the City representatives were still negotiating with the representatives of the Management Bargaining Unit. Subsequently, Management and the City have reached a tentative agreement. Staff's recommendation, and Council's direction, was to implement the changes negotiated with the Management Unit for the Confidential Unit as well. Therefore, representatives of the City and the Confidential Unit met and conferred in good faith to negotiate an amendment to the existing agreement. A tentative agreement has been reached. The terms of the Agreement are:

- Term: Extended one year, to September 30, 2016 (total of 3 years).
- Effective the first full pay period in January, 2015, all classifications shall receive a three percent (3%) salary increase (COLA). This is to match the salary increase provided to Operating Engineers Local 3 and Public Employees Union Local 1 in 2014.
- Effective January 11, 2015, the current 36 hour work week/ten percent (10%) salary reduction is eliminated and all employees in this Unit will return to a 40 hour work week.
- Effective January 11, 2015, the City's deferred compensation contribution is reinstated (prospectively).
- "Me Too" Clause – during the term of the Agreement, increases or decreases negotiated with either Local 1 or OE3 will be implemented for this Unit.

H
11/13/14

FINANCIAL IMPACT

The annual fiscal impact of the COLA salary adjustment, returning to a 40 hour work week, and reinstating the deferred compensation contribution is \$124,570. Of this amount, \$114,160 is General Fund.

STRATEGIC PURPOSE

In general, all of the identified goals, strategies and objectives will be positively impacted by the return to a 40 hour work week. One of the Council's key priorities, restoring services to the Community, will be achieved.

ATTACHMENTS

- A. Resolution Approving the Benefit Document for the Confidential Employees Bargaining Unit
 - Exhibit 1 to the Resolution - Benefit Document for the Confidential Employees Bargaining Unit for the Period of October 1, 2013 – September 30, 2016

RESOLUTION NO. 2014/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE AMENDED BENEFIT DOCUMENT BETWEEN THE
CITY OF ANTIOCH AND THE CONFIDENTIAL EMPLOYEES BARGAINING UNIT**

WHEREAS, the City and the Confidential Unit had a Benefit Document covering the period of October 1, 2010 – September 30, 2013; and

WHEREAS, the City subsequently reached a tentative agreement with the Management Bargaining Unit and wished to provide the same terms to the Confidential Unit; and

WHEREAS, in accordance with Government Code Section 3505, the City’s Negotiating Team met and conferred in good faith with representatives of the Confidential Unit to negotiate an amended agreement; and

WHEREAS, representatives of the City and the Confidential Unit reached a Total Tentative Agreement for an amended Benefit Document for the period of October 1, 2013 through September 30, 2016, which was ratified by the membership of the Unit.

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

Section 1. That the Benefit Document between the City of Antioch and the Confidential Employees Bargaining Unit for the period of October 1, 2013 – September 30, 2016, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved and the City Manager is authorized to execute it.

* * * * *

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 13th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

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

CITY OF ANTIOCH

CONFIDENTIAL UNIT

BENEFIT DOCUMENT

OCTOBER 1, 2013

THRU

SEPTEMBER 30, 2016

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CITY OF ANTIOCH

CONFIDENTIAL EMPLOYEES' BENEFIT DOCUMENT

October 1, 2013 – September 30, 2016

1. COMPENSATION

A. Salaries

Effective the first full pay period in January, 2015, all classifications shall receive a three percent (3%) salary increase.

B. Elimination of Furlough/Salary Reduction

Effective January 11, 2015:

- Reinstated the 40 hour work week
- Reinstated (meaning eliminate) the 10% reduction in exempt employee salaries

C. "Me Too" Clause

During the term of this Agreement, the parties agree that increases/decreases negotiated with either Local 1 or OE3 will be implemented for this Unit. This Agreement will be reopened to determine the allocation of the percentage increase/decrease of the total package for the bargaining unit represented by either Local 1 or OE 3.

- The Confidential Unit shall select which bargaining unit's total package shall be used. However, in the event that a higher total package value is negotiated with one unit over another, the Confidential Unit shall receive the value of the single highest package, not a cumulative total of both package values – e.g., One unit receives 2.5% and one unit receives 2.7%, Confidential shall receive 2.7%, NOT 5.2%.
- The percentage increase/decrease of the total package shall be determined by the City's Finance Department. The Finance Department's determination is final and not appealable.
 - The percentage increase/decrease shall be determined by modifications to the following benefits.
 - Salaries

- The change in contributions to the flexible benefit/cafeteria plan
 - Modifications to the contributions to retirement
 - PERS
 - Deferred Compensation
 - Holidays
 - Vacation
 - Sick Leave
- The parties will mutually agree to the allocation of the percentage increase/decrease of the total package; however, any benefit changes mandated by the City Council shall be incorporated in the allocation agreement. The Confidential Unit will always retain the option to take the compensation increase/decrease in the exact same way that the respective bargain unit has as long as it is legal for them to do so.

Examples: If there is a three percent (3%) total package increase negotiated with either Local 1 or OE3, the Confidential group shall receive a three percent (3%) increase. The determination of the allocation of the increase (all salary, salary increase and deferred compensation increase, etc.) shall be negotiated. However, if the City Council mandates a change to a certain benefit, such as holidays, the mandated benefit change is not negotiable and shall be implemented.

D. Acting Pay

Employees who are required to work in a higher classification are entitled to, after having previously worked in the higher class for a cumulative total of forty (40) hours, a minimum of Step A of the higher classification pay range or five percent (5%) additional compensation, whichever is greater. At no time shall the Acting Pay exceed the maximum of the range established for the higher classification. To be entitled to Acting Pay, the employee must assume substantially all of the day-to-day duties of the higher position for a period of at least forty (40) continuous hours.

E. Special Assignment Pay

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

2. HOURS OF WORK

The bargaining unit's work schedules shall be Monday – Friday during the regular City business hours of 7:00 AM to 6:00 PM with the specific hours designed by the employee's supervisor.

3. HEALTH & WELFARE BENEFITS

A. Medical Insurance

The City contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and the City's Medical- After-Retirement Policy.

1. The City shall pay the PERS required Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who participates in the City's health insurance plans.
2. Except as provided herein, employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

B. Dental Insurance

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

C. Life Insurance

1. The City shall make available a group life insurance policy for each employee in an amount equal to one (1) year of the employee's base salary, to a maximum of \$75,000, effective on the first day of the month following the date of hire. Employees shall be required to enroll in this life insurance policy.

2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability (LTD) Insurance.

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

E. Short-Term Disability (STD) Insurance

The City shall make available a voluntary short-term disability insurance plan, at the employee's expense. There shall be no City contribution toward the premium for any STD plan.

F. Vision Care Insurance.

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

G. Employee Assistance Program.

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

H. Gym/Health Club Reimbursement Program

1. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym with facilities within the city limits of Antioch.

2. Employees who provide written proof of membership pursuant to paragraph 1 above may designate up to \$27.00 per month of their Flexible Benefits Account, not to exceed 100% of the cost of such membership, on an after-tax basis.

I. Flexible Benefits (Cafeteria) Plan.

1. Effective January 1, 2014, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:
 - a. For each employee who is eligible for employee only medical coverage, the City shall contribute \$ 620.39 per month.
 - b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute \$ 1,078.60 per month.
 - c. For each employee who is eligible for family medical coverage, the City shall contribute \$ 1,390.97 per month.
 - d. Effective each January 1 for the duration of this agreement, the amounts specified in Section I.2.a, b and c of this Document will be increased by the amounts determined pursuant to the following procedures:
 - i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
 - ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
 - iii. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.
 - iv. The City would then increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the

percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section 1.2.a, b and c of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

Refer to Appendix "A" for example of calculation.

2. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
 - a. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefit Plan.
 - b. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.
 - c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. Or, the employee may elect to have one-hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.
 - d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf.

Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.

- e. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

J. Non-Industrial Disability

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

K. Industrial Disability

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

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

4. RETIREMENT BENEFITS

A. Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPRAs legacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution. The City shall pay the remainder of the PERS Employer Contribution and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

For regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRAs provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

B. Medical-After-Retirement

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the plan on file in the Human Resources Department. The City shall contribute to this Plan a set percentage of salary per month as determined and, as may be changed from time to time, by an actuarial review.

For employees hired on or after September 1, 2007, the employees shall contribute two and one-half percent (2.5%) of base monthly salary into the Medical-After-Retirement Account (MARA). The City will make a matching two and one-half percent (2.5%) contribution into the MARA.

C. Deferred Compensation

The City shall contribute \$50.00 per month into deferred compensation for each bargaining unit member. Employees are eligible to receive an additional \$25.00 per month as a matching contribution, for a total of \$75.00.

5. LEAVES

A. Holidays

The City shall observe the following holidays:

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

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

B. Floating Holidays

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

C. Vacation

1. Employees shall earn annual vacation leave as follows:

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

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

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

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

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

2. New employees shall complete six (6) months of service with the City before being eligible to take vacation time.
3. Employees may earn vacation credit up to a maximum accumulation for 24-months' (2-years') service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th, and 20th years of service, the higher rate of accumulation will be used for the 24-month figure.
4. Employees shall be allowed to "cash out" up to forty (40) hours of annual vacation accrual during each calendar year.

D. Sick Leave Accrual and Use

1. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate to 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.
2. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
3. If sick leave is used for purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.
4. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
5. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.

6. Sick leave may be used only in the following situations:
 - a. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
 - b. Employees may use a maximum of six (6) days of Kin Care per calendar year to attend to a child, parent, spouse, domestic partner, or a domestic partner's child. Leave can be used for illness, doctor appointments, parent-teacher conference, or if the sitter is ill. An employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days. Leave for this purpose may not be taken until it has actually accrued.
 - c. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

E. Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of 320 hours.

F. Sick Leave Conversion

At the end of each calendar year if the employee has used less than five (5) days of sick leave, he/she may convert up to twelve (12) days of current unused sick leave to vacation or cash on a 3-1 ratio providing such conversion does not reduce sick-leave balance to less than four hundred (400) hours. Sick leave not converted shall continue to accumulate to the employee's account.

G. Family and Medical Care Leave

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

H. Leave Without Pay

1. City Manager may grant a regular employee a leave of absence without pay. No leave shall be granted except upon written request of the employee. Approval shall be in writing. Leave may not exceed one year. Failure on the part of the employee to return promptly at its expiration without just cause shall be cause for termination.

2. Vacation and sick leave shall not accrue during a leave of absence without pay and the employee's anniversary date shall be deferred by the length of such leave.
3. When a leave of absence is due to illness or injury, the City shall pay medical, dental, life, and long-term disability insurance premiums for up to (6) months.

I. Military Leave

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

J. Jury Duty

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

K. Bereavement Leave

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents, and grandchildren) shall be allowed.
2. Employees shall normally be granted three (3) days off work as bereavement leave. Employees shall be granted five (5) days of

bereavement leave for his/her spouse and children. The employee's department head must be notified immediately when bereavement leave will be taken.

L. Compensatory Time Off

Employees shall be compensated at the rate of one-and-one-half (1 ½) times the employee's regular straight-time rate of pay for any authorized time worked in excess of the employee's normal work day (8 hours) or work week (40 hours). Overtime shall be paid or taken as compensatory time off at the employee's option. Employees shall be allowed to accumulate a maximum of eighty (80) hours of compensatory time off.

Employees may "cash out" accrued compensatory time by submitting a written request to their immediate supervisor on the form provided for such purposes. Requests to cash out accrued compensatory time will be paid during the first pay period that is at least two (2) weeks following the receipt of such request. Each cash out request must be for a minimum of ten (10) hours.

M. Holiday Closure Program

Commencing July 1, 2006 and each year of this Agreement, the City will determine the organizational necessity for closure of City facilities during the December Holiday Season (the week between December 24 and January 1.) Upon determining the extent of the closure the City will notify, prior to July 15 of the year effected, the Bargaining Unit Representative and offer to meet as to how best effectuate the Holiday closure. In the event the City does not notify the Bargaining Unit Representative prior to July 15 of that year, the City will waive the Holiday Closure Program for that year.

Among the items the parties may discuss is the use and scheduling of vacation, floating holidays and/or compensatory time on the part of employees during the designated time for the Holiday Closure. The City recognizes that on a case-by-case basis, individual employees may have a unique personal situation and the bargaining unit may request that the City review the possibility of non-accrued vacation to be advanced to cover the closure time.

6. LAY OFF AND RE-EMPLOYMENT LANGUAGE

A. Grounds for Layoff - Any employee(s) having post-probationary status in position(s) in the City may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, or lack of funds.

1. Determination of Seniority Date – As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City Service and Classification Seniority

Dates, including post-probationary, probationary, provisional, temporary (full-time and intermittent), as well as leaves of absence for obligatory military service while an employee with the City. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City Seniority Service and Classification Seniority Dates.

2. Leave of Absence – In computing both City Service and Classification Seniority Dates, all time spent on paid leave of absence shall be included and all time spent on unpaid leave of absence shall be exclude.
 3. Appropriate Classification – Probationary or post-probationary status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold post-probationary or probationary status.
 4. Ties – If two (2) or more employees have identical Classification Seniority Dates, the tie shall be broken based on their City Seniority Service Dates. If a tie still exists, the tie will then be broken by a drawing by lot.
- B. Order of Layoff – The order of layoff in the City shall be by classification based on inverse seniority based on Classification Seniority Date as defined above, the employee with the least seniority in classification being laid off first. In rehiring, the last employee laid off shall be the first employee hired (by classification) until the list of former employees is exhausted. All emergency and temporary employees working in the same classifications as those identified for layoff must be laid off prior to the lay off of probationary or post-probationary status employees.
- C. Demotion - Before an employee with post-probationary or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification for which the employee possesses the basic minimum qualifications. An employee may also transfer laterally to a vacant position or voluntarily demote to a lower classification in another series from which he/she was not promoted with the City Manger's approval providing that the employee meets the minimum qualifications for that position.

In the process of demoting, the City Seniority Date shall be utilized. Employees with the least amount of Seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step. An

employee involved in a layoff does not have a right of mandatory placement to positions with a higher pay step, i.e., promotion.

A post-probationary employee may be demoted upon the employee's request; as a result of reduction in force; for inability to perform the duties of the position; for disciplinary reasons or for another just and sufficient cause. However, no employee shall be allowed to demote (either voluntary, by layoff, or as a result of a disciplinary action) into other classes, if said employee has not held post-probationary status in a position in the representational unit within the previous twelve (12) month period preceding the proposed demotion.

- D. Reemployment List – The names of all probationary and post-probationary employees released or demoted from positions in the City as a result of layoff or demotion must be placed on a Reemployment List for those classifications from which the employee was removed, as well as all other classifications to which they have demotion rights. The Reemployment List for employees who were laid off shall remain in effect for two (2) years from the date of the layoff. Said list shall remain in effect indefinitely for employees who were demoted.

Vacancies in any classification for which there is an active Reemployment List must use the Reemployment List to fill their positions and the City shall not recruit, qualify or test applicants for position in the City employ until the reemployment list for the particular classification have expired.

It is City's intent to notify all employees on the reemployment list by certified mail to fill vacancies for post-probationary positions. In the case of filling temporary vacancies, the City will attempt to provide written notification of the vacancies whenever possible. Only when time is of the essence and temporary positions need to be filled immediately will the City contact employees on reemployment lists by telephone instead of by written notification.

Removal from List – If a former employee fails to accept a bona fide written offer of reemployment Certified Mail Return Receipt to last known address on record within ten (10) working days after receipt of the offer, the employee's name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower classification without jeopardizing the employee's standing on the Reemployment List for the classification from which the employee was originally terminated.

- E. Reappointment – Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the pay step which the employee held at the time of layoff or demotion.

Upon reappointment to the classification from which the employee was originally separated or demoted, a medical examination may be required to determine compliance with physical/mental requirements of the position to which the employee is being reappointed. Such examination(s) shall be performed by a City-designated physician and shall be at City expense.

- F. Any former employee subsequently denied reemployment with the City shall retain the right of appeal through the grievance procedure.
- G. Notice of Layoff Notification – When it appears to the City Manager that the City Council may take action which will result in the layoff of employees in a representation unit represented by the Bargaining Unit Representative, the City Manger shall notify the Unit Representative of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. Such meeting should address possible alternatives to layoff, such as reduction in pay –time off without pay.
- H. The City shall provide thirty (30) calendar days notice of layoff to affected employees.
- I. Benefits – An employee who is laid off shall not accrue or be eligible for any benefits including but not limited to vacation, sick leave, holiday leave, medical, dental, life insurance, retirement contributions and uniforms. Any employee reemployed after a layoff shall retain all leave accruals that the employee did not receive compensation for at the time of layoff.
- J. Any post-probationary or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In addition, employees may review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the layoff policy.

7. MISCELLANEOUS

A. Mileage

Employees who use their own vehicles shall receive reimbursement at the rate established by Administrative Memo.

B. Educational Incentive

The City will reimburse employees for books, and tuition up to a maximum of \$1,000 per person for approved college classes in accordance with the process

set out in Administrative Memo based on a first-come, first-served basis. (Administrative Memo #5, amount amended by Administrative Memo #56).

C. Bilingual Pay

The City shall pay One Hundred Dollars and No/100ths (\$100.00) per month to an employee who provides translation services, effective on the first day of the pay period closest to the date of approval. Eligibility for receiving bilingual pay shall be determined by the City Manager and the Department Head.

CITY OF ANTIOCH

CONFIDENTIAL GROUP

Steven Duran
City Manager

Carol Cline
Representative

Tammy Leach
Representative

DATE _____

DATE _____

APPENDIX A
SAMPLE FLEXIBLE BENEFIT PLAN INCREASE

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

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

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

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

Employee Only Coverage

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

Two-Party Coverage

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

Family Coverage

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

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

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

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

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

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

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

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

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

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

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

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF NOVEMBER 13, 2014**

FROM: Michelle Fitzer, Administrative Services Director 

DATE: November 3, 2014

**SUBJECT: RESOLUTION RESCINDING RESOLUTION NO. 2010/79 REGARDING
SALARY DIFFERENTIALS FOR SPECIFIED POSITIONS**

RECOMMENDATION

It is recommended that the City Council adopt a resolution rescinding Resolution No. 2010/79.

BACKGROUND

In November of 2010, the Council adopted Resolution No. 2010/79 to establish salary differentials for the classifications of Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst. This resolution was adopted outside of the Management Benefit Document, which is where such items belong as they are subject to collective bargaining under the Meyers-Milias-Brown Act.

With the negotiations for the new Management Benefit Document, covering the period of October 1, 2013 – September 30, 2016, the provisions of Resolution No. 2010/79 have been incorporate. Therefore, Resolution No. 2010/79 is no longer necessary and should be rescinded.

FINANCIAL IMPACT


None.

STRATEGIC PURPOSE

Not applicable.

ATTACHMENTS

- A. Resolution Rescinding Resolution No. 2010/79
- B. Resolution No. 2010/79



11/13/14

RESOLUTION NO. 2014/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
RESCINDING RESOLUTION NO. 2010/79**

WHEREAS, in November of 2010, the Council adopted Resolution No. 2010/79 to establish salary differentials for the classifications of Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst; and

WHEREAS, this resolution was adopted outside of the Management Benefit Document, which is where such items belong as they are subject to collective bargaining under the Meyers-Milias-Brown Act

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of the Management Unit to negotiate a successor agreement/Benefit Document to include the provisions of Resolution No. 2010/79; and

WHEREAS, representatives of the City and the Management Unit reached a Total Tentative Agreement for a successor Benefit Document, incorporating the provisions of Resolution No. 2010/79, which is before the City Council for approval at the November 13, 2014 meeting, making this Resolution no longer necessary.

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

Section 1. That Resolution No. 2010/79 is hereby rescinded.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

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

RESOLUTION NO. 2010/79

RESOLUTION ESTABLISHING SALARY DIFFERENTIAL FOR THE POSITIONS OF WATER TREATMENT PLANT SUPERINTENDENT, WATER TREATMENT PLANT SUPERVISOR AND WATER QUALITY ANALYST

BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. That the salary for the positions of: Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst, be revised as follows:

Position	Step A	Step B	Step C	Step D	Step E
Water Treatment Plant Superintendent	\$8,096	\$8,501	\$8,926	\$9,372	\$9,841
Water Treatment Plant Supervisor	\$6,807	\$7,147	\$7,505	\$7,880	\$8,274
Water Quality Analyst	\$6,807	\$7,147	\$7,505	\$7,880	\$8,274

Section 2. That the differential established between the steps remain as follows:

The Water Treatment Plant Superintendent top step salary will remain at 19% above the Water Treatment Plant Supervisor and Water Quality Analyst.

The Water Treatment Plant Supervisor and Water Quality Analyst top step salary will remain at 11.5% above top step of a Water Treatment Operator with certificates.

If at any time the WTP, Unit III MOU, is settled after the Management Benefit Document, Water Treatment management salaries will be reviewed to ensure that the above relationships are maintained.

Section 3. That copies of this resolution be certified to the Director of Finance for Payroll and budgetary action; and

Section 4. That copies of this resolution be certified to all holders of the City of Antioch Employees' Classification System.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 9th day of November, 2010, by the following vote:

AYES: Council Members Kalinowski, Rocha, Moore, Parsons and Mayor Davis

NOES: None

ABSENT: None

CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 13, 2014**

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

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

DATE: November 5, 2014

SUBJECT: Consideration of Bids for the Williamson Ranch Plaza Water Main Replacement, P.W. 650-W

RECOMMENDATION

It is recommended that the City Council award the project to the low bidder, D.R. Lemings Construction in the amount of \$228,600.

BACKGROUND INFORMATION

On November 4, 2014, ten (10) bids were received and opened as shown on the attached tabulation. The low bid was submitted by D.R. Lemings Construction of Concord in the amount of \$228,600. The bids have been checked and found to be without any errors or omissions.

The domestic water pipelines on the western portion of Williamson Ranch Plaza have experienced numerous failures due to excessive corrosion. This project will replace the deteriorating water mains and install new cathodic protection facilities in this area.

FINANCIAL IMPACT

The 2014-15 Capital Improvement Budget includes \$900,000 for water system replacements and upgrades through the Water Line Expansion Fund. The Engineer's estimate for this work was \$235,000.

STRATEGIC PURPOSE

This item supports Strategy K-2 in the Strategic Plan by enhancing the delivery of high quality water to our customers.

OPTIONS

None considered at this time.

ATTACHMENTS

A: Tabulation of Bids

SB:lm

11-13-14

ATTACHMENT "A"

CITY OF ANTIOCH						
TABULATION OF BIDS						
<p>JOB TITLE: Williamson Ranch Plaza Water Main Replacement (P.W. 650-W)</p> <p>BIDS OPENED: November 4, 2014 ~2:00 p.m. City Council Chambers</p>						
	Engineer's Estimate	D.R. Lemings Construction Concord	Cratus, Inc. San Francisco	D&D Pipelines, Inc. San Francisco	JW Backhoe & Construction, Inc. Knightsen	SRP Company Antioch
TOTAL BID PRICE	\$235,000.00	\$228,600.00	\$231,510.00	\$248,000.00	\$291,447.40	\$294,000.00

	<i>Cratus, Inc.</i>	<i>D&D Pipelines, Inc.</i>	<i>JW Backhoe & Construction</i>	<i>SRP Company</i>
<i>D.R. Lemings Construction</i> Striping Asphalt Striping	Cathodic Protection Farwest Corrosion Control Co. Chlorination Bennett Marine Utility	Saw Cutting Fine Line Sawing Striping Striping Graphics	None	Cathodic Protection Farwest Corrosion Control Co. Trenching/Excavation Brian's Backhoe Service Trucking/Hauling Rege Trucking, Inc.

AI

CITY OF ANTIOCH

TABULATION OF BIDS

JOB TITLE: Williamson Ranch Plaza Water Main Replacement
(P.W. 650-W)

BIDS OPENED: November 4, 2014 ~2:00 p.m.
City Council Chambers

Engineer's Estimate	J & M, Inc. Livermore	R.J. Gordon Construction, Inc. Pleasant Hill	Preston Pipelines, Inc. Milpitas	ARB, Inc. Fairfield	California Trenchless, Inc. Dublin
TOTAL BID PRICE	\$235,000.00	\$308,155.00	\$313,325.00	\$335,570.00	\$397,180.00

<i>J & M, Inc.</i>	<i>R.J. Gordon Construction, Inc.</i>	<i>Preston Pipelines, Inc.</i>	<i>ARB, Inc.</i>	<i>California Trenchless, Inc.</i>
None	Saw Cutting Bayline cutting & Coring	None	AC Paving & Saw Cutting AJW Construction Corrosion Testing Corpro	Saw Cutting Bay Line Cutting & Coring

A2

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF NOVEMBER 13, 2014**

FROM: Dawn Merchant, Finance Director

DATE: November 13, 2014

SUBJECT: Appropriation of Expenditures for Encumbrances and Project Budgets Outstanding as of June 30, 2014 to the 2014/15 Fiscal Year Budget and Other Budget Amendments

RECOMMENDATION

Adopt the Resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2014/15 fiscal year budget and approving amendments to the 2015 fiscal year budget.

DISCUSSION

Fiscal year 2015 budget amendments are being requested for the following items:

- Encumbrances are commitments (purchase orders) related to not yet completed contracts or purchases of goods or services. Encumbrances outstanding at June 30, 2014 are reported as reservations of fund balances since they do not constitute expenditures or liabilities and must be reappropriated in the 2014/15 fiscal year budget. This action affords the appropriate authorization to complete the payment for these prior commitments (Attachment A).
- Certain projects appropriated in the 2013/14 budget were not complete, and thus require the remaining budget (and any related reimbursement if any) to be carried forward into the 2014/15 budget to pay for remaining project expenditures (Attachment B).
- Other budget items reflecting changes to the fiscal year 2015 budget which occurred after adoption of the budget on June 10, 2014 (Attachment C). Clarification of these items is provided in the next section.

Other Budget Items Requiring Amendments

Since the adoption of the budget on June 10, 2014, several changes have occurred which need to be accounted for in the budget.

General Fund

- 17.81% increase in property assessed values by the County Assessor. A 5% increase was budgeted. This results in \$1,276,916 more projected property tax revenue than budgeted.
- \$399,850 increase in other revenues for payments due under the Out of Agency Services and Project Agreement with NRG. These funds were budgeted to be received in fiscal year 2013-14 based on the annexation date, however, the reimbursement was not

requested until September due to the time involved working with NRG to confirm all amounts to be paid.

- Increase in revenues from other agencies of \$121,060 for State Mandated Cost Reimbursements which were filed prior to 2004 that the State of California had previously suspended payment for that are now being released.
- Increase in transfers in of \$25,170 from the LLEBG/Byrne Grant Special Revenue Fund representing the balance remaining of the Byrne Grant at June 30, 2014. Monies are used to help fund staff time for the Police volunteer program. A budget amendment for the LLEBG/Byrne Grant Fund is included in Attachment B.
- Increase in Community Development expenditures of \$60,000 for replacement of the building permit system. Community Development collects a technology fee (2% of building permit fee) with each permit. This fee was established to keep up with technology related to issuance of permits, plan review, and public access. Approximately \$75,000 has been collected since inception of the fee and \$60,000 is needed to upgrade the building permit software. The current software is no longer supported. In addition, electronic plan submittal, permit issuance, internet inspection requests, and payment will be added capabilities. This will expedite many of the functions performed by Community Development and will increase public transparency and ability to easily access permit information on-line. The permit system is also used by the Planning and Code Enforcement Divisions and Public Works for encroachment and other permit tracking so efficiency improvements will not be limited to the Building Division. In addition, on-line payment capabilities will alleviate the cashier/water desk lines, to the extent that they are impacted by Community Development customers. Many contractors have complained about standing in the water payment line. This upgrade will accomplish Strategic Plan Strategy G-4, Streamline Entitlement and Permit Processes.
- Increase in personnel expenditures of \$220,820 in the General Fund and \$95,111 across other funds of the City (see Attachment C for detail of other funds) related to elimination of furloughs and reinstatement of deferred compensation for the Management and Confidential Bargaining Units effective in January 2015. This assumes the items on the consent calendar for this evening for the Management and Confidential benefit documents are approved.
- \$538,628 in Police Department personnel expenditures and \$124,655 in grant reimbursement for five additional Police Officers to be added to the budget under the 2014 COPS Hiring Grant. As City Council is aware, the Police Department just received a \$625,000 grant award under the 2014 COPS Hiring Program to hire five additional Police Officers. The grant is for a three year period and requires a cash match of \$1,937,316 (24.39% federal, 75.61% local of officer cost under grant). Measure C will be the source of match. This will bring the total funded Officers from 97 as in the adopted budget to 102. The amount of the amendments represents pro-rated projected costs and reimbursements through the end of the fiscal year. A revised Measure C table is presented on the next page (note that the revised budget includes other budget amendments for encumbrances outstanding outlined in Attachment A and other amendments as outlined in Attachment C) :

General Fund Police Department Measure C Funding

	Police Budget FY15 - Adopted	Police Budget FY15 - Revised
13/14 Baseline Budget	\$28,447,271	\$28,447,271
Measure C projection	4,300,847	4,300,847
Measure C carryover	500,000	898,689
Budget Allotment	33,248,118	33,646,807
Adopted Budget/Revised	32,046,914	32,658,799
Difference under/(over) budget	\$1,201,204	\$988,008

Another item affecting the budget but not being accounted for at this time relates to negotiated salary increases for the Police Department. The APOA and APSMA bargaining units were entitled to salary increases in September 2014 at a minimum of 2% and a maximum of 4.25% based upon the existing four-city formula (and CPI for non-sworn members). The budget assumed a 3% raise, however, for APOA the salary increase was 4.25% for sworn, 3% for non-sworn and for APSMA the salary increase was 2%. The cost differential in the projection is \$142,830; however, we believe vacancy savings will be sufficient to cover the increase in the projections over the adopted budget.

Other Funds

- ❖ **Prewett Park CIP Fund:** The City has hired a consultant to explore a project at the Prewett Water Park facility to use the remaining allocation of Mello Roos project funds for the City (consultant contract approved by City Council in August). The budget needs to be amended in the amount of \$119,400 to reflect the contract cost and corresponding reimbursement from Mello Roos funds.

- ❖ **Information Services Fund:** \$50,000 for additional equipment needed for replacement of the Police Departments Computer Aided Dispatch server, City’s primary data backup system, and desktop computer replacements needed throughout the City. Funds are available in the Office Equipment Replacement Fund.

Budget Summary

The next table reflects fiscal year 2014 unaudited closing numbers, fiscal year 2015 budget with approved amendments to date and revised fiscal year 2015 budget figures incorporating the requested amendments in this report.

GENERAL FUND			
	2013-14	2014-15	2014-15
	Unaudited	Budget	Revised
Beginning Balance, July 1	\$10,109,883	\$10,834,595	\$10,834,595
Revenue Source:			
Taxes	28,526,399	29,659,478	30,936,394
Taxes – Measure C	898,689	4,489,747	4,489,747
Licenses & Permits	1,171,807	1,157,500	1,157,500
Fines & Penalties	67,615	35,100	35,100
Investment Income & Rentals	536,639	498,510	498,510
Revenue from Other Agencies	393,402	878,857	1,124,572
Current Service Charges	2,194,188	2,146,880	2,146,880
Other Revenue	724,731	845,695	1,245,545
Transfers In	3,770,395	3,761,471	3,786,641
Total Revenue	38,283,865	43,473,238	45,420,889
Expenditures:			
Legislative & Administrative	981,437	654,975	779,034
Finance	24,639	38,700	81,710
Nondepartmental	507,781	426,257	426,257
Public Works	5,246,935	6,424,882	6,572,831
Police Services	27,382,284	27,925,706	27,998,963
Police Services-Measure C	0	3,599,643	4,138,271
Police Services-Animal Support	475,708	521,565	521,565
Recreation/Community Services	919,234	830,040	830,040
Community Development	2,021,135	3,076,304	3,175,579
Code Enforcement – Measure C	0	188,900	188,900
Total Expenditures	37,559,153	43,686,972	44,713,150
Surplus/(Deficit)	724,712	(213,734)	707,739
Ending Balance, June 30	\$10,834,595	\$10,620,861	\$11,542,334
Committed – Police Services	898,689	1,201,204	988,008
Committed-Compensated Absences	98,586	115,000	95,939
Committed-Litigation Reserve	500,000	500,000	500,000
Assigned – Encumbrances & Project Budgets	206,730	-	-
Unassigned Fund Balance	\$9,130,590	\$8,804,657	\$9,958,387
Percentage of Revenue	23.85%	20.25%	21.92%

Fiscal year 2014 is actually closing with approximately \$2.4M higher fund balance than projected, representing approximately \$775,000 more in revenues and \$1.636M less in expenditures than anticipated.

The following are the most significant factors contributing to the variances from budget:

➤ **REVENUES**

- Approximately \$400,000 more in Measure C sales tax revenue than projected. The amount of Measure C funds received for the April through June collection period (\$898,689) have been committed in the ending fund balance for Police Services for use in future budget years. An additional \$50,902 was received and allocated to the Vehicle Replacement Fund for the purchase of two Police Vehicles as approved by the City Council in the adopted budget.
- Approximately \$216,000 more in Property Tax received in the final June payment from the County.
- Approximately \$109,000 more in plan checking and inspection fees than projected.

➤ **EXPENDITURES**

- Approximately \$80,000 savings in Nondepartmental expenditures resulting from paying less in claims liabilities than projected for.
- Approximately \$139,000 in savings in Legislative & Administrative due mainly to contractual savings. Of this amount \$32,528 is for an encumbrance being re-appropriated into the current year (see Attachment A).
- Approximately \$756,000 savings in Public Works expenditures. \$122,907 is for projects and encumbrances being re-appropriated into the current fiscal year as projects were not completed by year end (see Attachments A & B). \$37,000 in savings was realized in subsidy transfers to street light and landscape districts. The majority of remaining savings resulted from spending less in contractual services for street, signal and parks maintenance than projected.
- Approximately \$574,000 savings in Police Department expenditures. Of this amount, \$51,295 is for encumbrances being re-appropriated into the current fiscal year as projects were not completed by year end (see Attachment A). \$496,500 is attributable to salary savings due to unexpected vacancies and despite ongoing recruitment, with the remainder of savings coming from various expenditure line items throughout the department.
- The remainder of General Fund savings (\$87,000) is due to various accounts coming in slightly under budget.

The net impact of the fiscal year 2014 surplus and budget amendments to this fiscal year results in approximately \$3.1M more in fund balance at June 30, 2015 than anticipated in the adopted budget. While this is positive news, we cannot let it overshadow the fact that \$988,008 of this is committed Measure C funds at June 30, 2015 to be spent on Police services in the next fiscal year and we are projecting deficit spending in outlying fiscal years (updated projections will be provided when we begin the next budget cycle).

It is imperative that the City strive to continue to balance the budget each fiscal year and build reserves so that the City cannot only begin to restore all services to pre-recession levels, but begin to pay down significant unfunded pension related liabilities and put the City in better financial footing should we again face a severe recession so that the impact is not as devastating. Even with the tremendous property tax increase the City experienced, revenues are still short approximately \$2M from pre-recession levels. We also cannot forget that revenue numbers include Measure C projections that will expire in seven years. If the measure is not extended, the General Fund will lose approximately \$5M in revenue annually which could cause cuts to the Police Department if other revenue sources or reserves are not sufficient to cover Police Department expenditures that had previously been funded with Measure C.

FINANCIAL IMPACT OF BUDGET AMENDMENTS

Funds were committed and available in the prior fiscal year to pay for encumbrances and project budgets outstanding. This action will carry forward those unspent funds and any related reimbursements into the current fiscal year. Other items requiring amendments are outlined in Attachment C.

STRATEGIC PURPOSE

Consideration of this item is consistent with Strategic Plan Long Term Goal N, Financial Services, achieving and maintaining financial stability and transparency. The revised budget provides for a balanced budget consistent with Strategy N-1 under this long term goal.

ATTACHMENTS

Attachment 1 – Resolution Appropriating Expenditures for Encumbrances and Project Budgets Outstanding as of June 30, 2014 to the 2014/15 Fiscal Year and Approving Other Amendments to the 2014/15 Budget

- Attachment A to Resolution – Encumbrances to Reappropriate
- Attachment B to Resolution – Project Budget Carryovers
- Attachment C to Resolution – Other Budget Amendments

RESOLUTION NO. 2014/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT
BUDGETS OUTSTANDING AS OF JUNE 30, 2014 TO THE 2014/15 FISCAL YEAR
BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2014/15 FISCAL YEAR
BUDGET**

WHEREAS, a number of encumbrances have been reflected in the accounting system to reserve funds which were encumbered in the 2013/14 fiscal year budget, but which are to date unexpended and are required to be re-appropriated to the 2014/15 fiscal year; and

WHEREAS, project budgets outstanding as of June 30, 2014 need to be re-appropriated; and

WHEREAS, other amendments to the 2014/15 fiscal year budget are required;

THEREFORE, BE IT RESOLVED that the appropriations of new expenditures to the 2014/15 fiscal year budget and revisions to 2014/15 fiscal year revenue budgets, as specified in Attachments A, B and C (incorporated herein by reference), are hereby approved including five additional Police Officer positions under the 2014 COPS Hiring Grant for a total of 102 sworn positions; and the 2014/15 fiscal year budget shall be deemed to be so amended.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of November 2014, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

**ATTACHMENT A
ENCUMBRANCES AT JUNE 30, 2014 TO REAPPROPRIATE**

Fund/Department	Account Description	PO Number	Vendor	Appropriation Request
GENERAL FUND:				
Public Works	Contracts	P140001	AMS Consulting Inc	\$ 23,750.00
Public Works	Contracts	P140019	American Greenpower USA	17,976.00
Economic Develop.	Contracts	P140238	Municipal Resource Group	32,528.00
Police Department	Contracts	P140061	At&T Mobility	5,297.00
Police Department	Supplies	P140065	Concord Uniforms LLC	9,544.00
Police Department	Contracts	P140083	Radio IP Software Inc	2,596.00
Police Department	Contracts	P140084	Range Maintenance Services LLC	10,110.00
Police Department	Contracts	P140257	AT&T	23,748.00
			Total General Fund	<u>125,549.00</u>
RECREATION FUND:				
Recreation	Contracts	P140383	Honeywell International	7,943.00
			Total Recreation Fund	<u>7,943.00</u>
NPDES FUND:				
Public Works	Contracts	P130084	Parsons Brinkerhoff Inc	27,113.00
			Total NPDES Fund	<u>27,113.00</u>
INFORMATION SERVICES FUND:				
Information Services	Contracts	P140411	KIS	4,500.00
Information Services	Equipment	P140443	Computerland	3,292.00
			Total Information Services Fund	<u>7,792.00</u>
SEWER FUND:				
Public Works	Contracts	P140324	DKF Solutions Group LLC	39,060.00
Public Works	Mobile Equipment	P140419	Jack Doheny	89,350.00
			Total Sewer Fund	<u>128,410.00</u>
			Grand Total Encumbrances	<u>\$ 296,807.00</u>

**ATTACHMENT B
PROJECT BUDGET CARRYOVERS FROM JUNE 30, 2014**

Project Budget Carryovers				
Description	FY14 Budget	FY14 Expenditures	Balance to Carryover to FY15	Funding Source
Child Care Facility Building painting costs/parking lot rehabilitation	\$ 20,000.00	\$ -	\$ 20,000.00	Child Care Fund
Facilities Maintenance Projects	183,554.00	102,373.00	81,181.00	General Fund
Prewett Repairs	182,726.00	154,786.00	27,940.00	Park in Lieu Fund
Pavement Preventative Maintenance	950,000.00	838,725.00	111,275.00	Gas Tax Fund
Wilbur Ave Bridge	8,600,000.00	7,806,070.00	793,930.00	Gas Tax Fund
Cavallo Rd Pavement Overlay	20,000.00	-	20,000.00	Gas Tax Fund
New Traffic Signals	101,395.00	-	101,395.00	Traffic Signal Fund
Turf Fields	1,050,000.00	1,047,469.00	2,531.00	CIP Fund
Marina Launch Ramp Phase II	15,000.00	12,286.00	2,714.00	Marina Fund
Contingency - Redevelopment Transfer*	768,958.00	-	768,958.00	Marina Fund
Sidewalk/Handicap/Ped Improvements	50,000.00	21,324.00	28,676.00	Measure J Fund
Ninth St Roadway Improvements	50,000.00	40,903.00	9,097.00	Measure J Fund
Storm Channel Improvements	100,000.00	-	100,000.00	NPDES Fund
West Antioch Creek Channel Improvements	363,718.00	346,599.00	17,119.00	Lone Diamond A.D. Fund
Lonetree Way Intersection Improvements	1,490,000.00	1,357,077.00	132,923.00	Lone Diamond A.D. Fund
Mobile Equipment	491,830.00	193,516.00	298,314.00	Vehicle Replacement Fund
Raw Water Supply	90,000.00	85,264.00	4,736.00	Water Fund
Reservoir Rehabilitation	100,000.00	57,148.00	42,852.00	Water Fund
WTP Improvements	550,000.00	152,898.00	397,102.00	Water Fund
Cambridge Tank Expansion	950,000.00	737,196.00	212,804.00	Water Fund
Water Plant Solids Handling	100,000.00	82,076.00	17,924.00	Water Fund
Canal Pump No. 4 Improvements	65,000.00	36,444.00	28,556.00	Water Fund
Sunset Pump Station	50,000.00	42,058.00	7,942.00	Water Fund
Water Main Replacement	1,847,404.00	1,699,785.00	147,619.00	Water Plant Expansion Fund
Country Hills Sewer Main Replacement	1,000,000.00	-	1,000,000.00	Sewer Fund
Sewer Main Replacement	2,000,000.00	66,421.00	1,933,579.00	Sewer Facilities Expansion Fund
Grand Total			\$ 6,309,167.00	

*This is amount Department of Finance has determined that the City needs to remit to Contra Costa County Auditor-Controller as this was a transfer done by the former Redevelopment Agency the DOF is disallowing. The amount is currently in dispute by the City/Successor Agency and needs to be re-appropriated as a contingency.

Grant Project Budget Amendments

Fund/Account	FY15 Budget	FY15 Amendment	FY15 Revised Budget	Description
Animal Control Fund:				
Grant Revenue	\$ 70,000.00	\$ 18,000.00	\$ 88,000.00	Maddie's Fund grant balance
Grant Expenditures	\$ 70,000.00	\$ 45,809.00	\$ 115,809.00	Maddie's Fund grant balance
LLEBG/Byrne Grant Fund:				
Grant Revenue	-	25,881.00	25,881.00	Byrne Grant grant balance
Grant Expenditures	-	25,881.00 **	25,881.00	Byrne Grant grant balance

**\$711 of this is Contra Costa County administrative fee, only \$25,170 can be used for Police Department expenditures as reflected on Attachment C

**ATTACHMENT C
OTHER BUDGET AMENDMENTS**

<u>Fund/Account</u>	<u>FY15 Budget</u>	<u>FY15 Amendment</u>	<u>FY15 Revised Budget</u> *	<u>Purpose</u>
General Fund:				
Tax Revenue	\$ 29,659,478.00	\$ 1,276,916.00	\$ 30,936,394.00	Property tax
Revenue from Other Agencies	878,857.00	245,715.00	1,124,572.00	State mandated cost reimbursements released from State/COPS Grant reimbursement
Transfers In	3,761,471.00	25,170.00	3,786,641.00	Byrne Grant balance remaining at June 30, 2014
Other Revenue	845,695.00	399,850.00	1,245,545.00	NRG Out of Agency and Project Agreement payments due - budgeted in prior fiscal year
Community Development Dept Expense	3,076,304.00	99,275.00	3,175,579.00	New building permit system & Mgmt/Confidential benefit document implementation
Police Department Expense	32,046,914.00	560,590.00	32,607,504.00	Additional 5 sworn positions under COPS Grant & Mgmt/Confidential benefit document implementation
Legislative & Administrative Dept Expense	654,975.00	91,531.00	746,506.00	Mgmt/Confidential benefit document implementation
Finance Dept Expense	38,700.00	43,010.00	81,710.00	Mgmt/Confidential benefit document implementation
Public Works Dept Expense	6,424,882.00	25,042.00	6,449,924.00	Mgmt/Confidential benefit document implementation
Prewett Park CIP Fund:				
AAPFFA Reimbursement	-	119,400.00	119,400.00	Mello Roos reimbursement for consultant contract
Services & Supplies	250.00	119,400.00	119,650.00	Contract with Karste Consulting for Prewett projects
Information Services Fund:				
Office Equipment Replacement	100,000.00	50,000.00	150,000.00	Replace CAD server, City primary data backup system, various desktop computers
Personnel Expenditures	824,611.00	12,453.00	837,064.00	Management benefit document implementation
Water Fund:				
Personnel Expenditures	5,684,848.00	26,486.00	5,711,334.00	Mgmt/Confidential benefit document implementation
Sewer Fund:				
Personnel Expenditures	2,498,436.00	26,704.00	2,525,140.00	Mgmt/Confidential benefit document implementation
Marina Fund:				
Personnel Expenditures	179,318.00	2,352.00	181,670.00	Management benefit document implementation
Recreation Fund:				
Personnel Expenditures	916,301.00	6,278.00	922,579.00	Management benefit document implementation
Prewett Water Park Fund:				
Personnel Expenditures	649,340.00	6,278.00	655,618.00	Management benefit document implementation
Animal Control Fund:				
Personnel Expenditures	638,197.00	6,219.00	644,416.00	Management benefit document implementation
Pollution Elimination Fund:				
Personnel Expenditures	234,345.00	1,050.00	235,395.00	Management benefit document implementation
SLLMD Administration Fund:				
Personnel Expenditures	75,544.00	3,141.00	78,685.00	Management benefit document implementation
Vehicle Maintenance Fund:				
Personnel Expenditures	453,655.00	4,150.00	457,805.00	Management benefit document implementation

*Excludes encumbrances and other project budgets outstanding from Attachments A & B



**City of Antioch
General Fund
2014-15
November 13, 2014**

General Fund Fund Balance

	Unaudited Actual FY 13-14	Revised FY 14-15
Beginning Balance	\$10,109,883	\$10,834,595
Excess/ (deficit)	724,712	707,739
Ending Balance	\$10,834,595	\$11,542,334

GENERAL FUND REVENUES & EXPENDITURES


	Actual FY 13-14	Revised Budget FY 14-15*
Revenues	\$38,283,865	\$45,420,889
Expenditures	(37,559,153)	(44,713,150)
Excess/(Deficit)	724,712	707,739

*Includes Measure C projected revenue/expense

General Fund Police Budget

	Adopted FY 14-15	Revised FY 14-15
13/14 Baseline Budget	\$28,447,271	\$28,447,271
Measure C Projection	4,300,847	4,300,847
Measure C Carryover	500,000	898,689
Budget Allotment	\$33,248,118	\$33,646,807
Proposed/Projected	32,046,914	32,658,799
Difference under/(over) budget	\$1,201,204	\$988,008
Sworn Staffing	97	102

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF NOVEMBER 13, 2014**

FROM: Lynn Tracy Nerland, City Attorney 
DATE: October 28, 2014
SUBJECT: **Card Room Ordinance**

ACTION:

At the Council's direction, the subject of the Card Room Ordinance was placed on the agenda for discussion and direction to staff.

BACKGROUND

In 1997, the California Legislature enacted the Gambling Control Act to provide more comprehensive oversight of California's gambling industry, including card rooms. The Act created a bifurcated system involving the Division of Gambling Control within the Attorney General's Office and the five-member California Gambling Control Commission appointed by the Governor. Pursuant to California Business and Professions Code section 19961.1, any amendment to a city ordinance relating to gambling must be submitted to the Attorney General's Office for review before the ordinance is adopted.

The City's existing card room ordinance, Ordinance No. 2051-C-S, is Attachment A to this report. The ordinance was last amended in 2011 to transfer the application review, investigative, and appeals procedures for card room work/dealer permits from the City to the State and to make other modifications to the procedures for card room licenses and permits. The City retained the authority to issue a local card room establishment license along with any needed State license. Further information regarding State card room regulations and the card room industry in Antioch can be found in the attached staff report to the City Council meeting on November 12, 2013 (Attachment B).

The City Council resolution approving the issuance of a local Card Room License to Applicant Anthony Keslinke for a card room as ancillary to a full-service restaurant at 408 O Street with no more than 6 card tables, subject to conditions, is Attachment C to the staff report. This License gives the applicant until November 2016 to obtain a State card room license for this location.

ATTACHMENTS:

- A. Ordinance No. 2051-C-S
- B. Staff Report for the City Council meeting of November 12, 2013
- C. Resolution No. 2013/65

ORDINANCE NO. 2051-C-S

**AN ORDINANCE OF THE CITY OF ANTIOCH
AMENDING THE ANTIOCH MUNICIPAL CODE BY REPEALING AND RE-
ENACTING CHAPTER 4 OF TITLE 5 TO
TRANSFER THE APPLICATION PROCEDURES FOR
CARD ROOM WORK PERMITS TO THE CALIFORNIA GAMBLING CONTROL
COMMISSION AND MAKING OTHER AMENDMENTS TO THE PROCEDURES FOR
CARD ROOM LICENSES AND PERMITS**

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

§ 5-4.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACT. California Business and Professions Code, Division 8, Chapter 5, known as The Gambling Control Act.

CARD ROOM. Any room, enclosure, or space furnished with a table or tables used, or intended to be used, as a card table for the playing of cards and similar games, the use of which table is available to the public, or any portion of the public.

CARD ROOM EMPLOYEE. Any natural person employed in the operation of a card room, including, without limitation, dealers, floor personnel, security employees, countroom personnel, cage personnel, collection personnel, surveillance personnel, data-processing personnel, maintenance personnel (but not personnel involved only in maintenance of the exterior of the premises), waiters and waitresses, and secretaries, or any other natural person whose employment duties require or authorize access to card rooms.

COMMISSION. The California Gambling Control Commission.

LICENSE. Any license issued by the Commission pursuant to the Act and regulations adopted pursuant to the Act authorizing the holder to operate a card room operation or be employed in the operation of a card room in a supervisory capacity.

WORK PERMIT. Any card, certificate, or permit issued by the Commission, authorizing the holder to be employed as a card room employee.

§ 5-4.02 NUMBER OF LOCATION AND LICENSES LIMITED

(A) It is hereby found and determined that the public health, safety, and welfare require that the number and location of licensed card rooms in the city be limited, and the following regulations are required to fulfill such objectives:

(1) The total number of licensed card rooms permitted in the city shall be five, unless otherwise limited by the Act or subsequent state law. Licensed card rooms in existence on March 26, 1985, may be allowed to continue in operation. However, no card room license shall be issued which would cause the number of card rooms to exceed five. This restriction shall not apply to transfers of a license at an existing licensed location.

(2) When, pursuant to the provisions of this section, a card room license can be granted, it shall be granted or denied in the numerical order in which the application was made, all applications being subject to the provisions of this chapter.

(3) No card room license shall be granted, nor shall the transfer of the location of an existing card room license be authorized, until a use permit has first been obtained. A use permit may be granted if the proposed location will be desirable to the public convenience or welfare and will be in harmony with the zoning provisions, the General Plan, and any specific plan and if the location is proper in relation to adjacent uses.

(4) No more than one card room license shall be issued for the downtown area. The downtown area is described as that territory bounded by the San Joaquin River to Sixth Street and L to A Streets. The Council finds that in the past an undue concentration of card rooms in the downtown area has helped lead to blighting conditions.

§ 5-4.03 LICENSE APPLICATION.

(A) *Application to Commission; requirements.* Every person making an application for a card room license shall submit an application under oath to the Commission for review and consideration, pursuant to the procedures and fee schedule in the Act and regulations set by the Commission.

(B) *Application to City; requirements.* Every person making an application for a card room license shall submit an application, under oath, to the Chief of Police, which shall include the following:

(1) The true names and addresses of the applicant and of all persons financially interested in the business. **PERSONS FINANCIALLY INTERESTED** shall include all persons who share in the profits of the business in any form;

(2) The criminal record, if any, of any of the persons named in the application;

(3) The fingerprints and photographs of the applicant and of all persons financially interested in the business;

(4) Any other information required by the Chief of Police; and

(5) Any application fee and/or deposit required under the Master Fee Schedule.

§ 5-4.04 LICENSE; DENIAL.

(A) *Denial by Commission; grounds.* The Commission, upon the receipt of the application, shall either grant or deny the application. Denial may be upon one or more of the grounds in the act and/or regulations set by the Commission.

(B) *Denial by the Council; grounds.* The Council, upon the receipt of the report of the Chief of Police, shall either grant or deny the application. Denial may be upon one or more of the following grounds:

(1) That the applicant or any person financially interested in the business has been convicted of a felony;

(2) That, in the opinion of the Council, the applicant or any person financially interested in the business is not of good moral character;

(3) That any of the information furnished or required in the application was false or omitted with the intent to conceal the facts; and

(4) That, in the opinion of the Council, the proposed location for the card room would be incompatible with the uses being made of the property in the immediate vicinity and injurious to the health, safety, or morals of the people of the city.

(C) *Denial; effect.* Denial of the application shall cause the applicant to lose his place on the numerical ranking list. If the applicant desires future consideration, he shall file a new application, which shall be placed at the bottom of the numerical ranking of applicants.

§ 5-4.05 LICENSE; ISSUANCE TO ESTABLISHED BUSINESSES ONLY.

In addition to the other requirements contained in this chapter, no license shall be issued for a card room other than in an established place of business of sufficient size and volume that the already established business is the major business of the place rather than the business of operating such card room.

§ 5-4.06 LICENSE FEE.

(A) Every person conducting, using, and/or maintaining on premises owned, used, or leased by him any card room or card tables which may be used by patrons of the premises shall pay a license fee in the amount established in the Master Fee Resolution and the fee schedule in the Act and regulations set forth by the Commission.

(B) The license fees for card tables shall be in addition to any other license fees or taxes imposed upon the established business therein.

§ 5-4.07 FAILURE TO PAY FEES; REVOCATION OF LICENSES.

If any person conducting a card room shall fail to pay the fees specified by § 5-4.06 of this article following notice from the Finance Department that such fees are delinquent, the Director of Financial Services shall so notify the Chief of Police. The Chief of Police shall notify the licensee of the intention of the Chief of Police to revoke the card room license for failure to pay the fees. If such fees are not then paid within 10 calendar days after such notice, the Chief of Police shall revoke such license. During the 10 calendar day time period, the licensee may have the opportunity to present to the Chief of Police evidence that the amount of fees being assessed is incorrect. The Chief of Police may order the adjustment of the fees being imposed. If payment is made prior to revocation, a 50% penalty shall be added to the fees due and owing. The remedy of revocation shall be in addition to the civil or criminal remedies available to the city.

§ 5-4.08 LICENSE NONTRANSFERABLE; EXCEPTIONS.

(A) Except as provided in § 5-4.08 of this chapter, no card room license shall be assignable or transferable, except that such license may be transferable to the purchaser of that established business where the license is used and operated; however, the transferee, before operating the card room, shall obtain permission for the card room license transfer from the Council in the same manner as for an original issuance, the Chief of Police forwarding his report and recommendation to the Council prior to action being taken. The approval or disapproval of any card room license transfer permitted by this section shall be within the sole discretion of the Council based on the criteria established by this chapter. If a request for a transfer has not been made within 60 days after the business sale takes place, the card room license may be distributed to another person.

(B) In the event the existing business to which the card room license is necessarily attached reverts to the former card room license holder because of the nonpayment of the purchase price or by reason of contract, operation of law, or otherwise, the card room license may be transferred to the former card room license holder subject to Council approval as specified for all transfers. In all other cases, the license shall automatically expire. The provisions of this section shall be broadly construed so as to give effect to the intent thereof.

§ 5-4.09 SUSPENSION AND REVOCATION OF LICENSE.

(A) The Council may suspend or revoke a card room license on any of the grounds set forth in § 5-4.04 of this chapter, on the ground that the card room business has become the main business of the establishment, or on the ground that the licensee has violated a provision of this chapter. If a card room license is not used by the operation of card tables on the premises to which the card room license is attached for a period of six

consecutive months, the card room license shall automatically expire.

(B) However, a card room license may be moved from one established business location to another by the licensee provided the new location has been first approved by the Council within six months after card room activity has ceased at the premises to which the card room license was last attached. The Council may grant an additional six months for a business relocation upon a showing of hardship by the licensee.

§ 5-4.10 CARD ROOM WORK PERMIT REQUIRED.

No person shall work as a card room employee without first obtaining a work permit from the Commission, nor shall any licensee of a card room employ any person as a card room employee who does not possess a valid work permit.

§ 5-4.11 CARD ROOM WORK PERMIT APPLICATION; FEE.

An applicant for a card room work permit shall submit his or her application to the Commission for review and consideration, pursuant to the procedures and fee schedule in the act and regulations set by the Commission.

§ 5-4.12 CARD ROOM WORK PERMIT NONTRANSFERABLE.

No card room work permit shall be assignable or transferable.

§ 5-4.13 CARD ROOM WORK PERMIT; SUSPENSION AND REVOCATION.

The Chief of Police may temporarily suspend a work permit on the ground that the permittee has violated any provision of this chapter or the Act, pending action by the Commission.

§ 5-4.14 RULES AND REGULATIONS.

No person, either as a licensee or employee, shall maintain, operate, or permit any act within a card room in violation of any of the following regulations:

- (A) Not more than one card room shall be located at one business location
- (B) Four card tables shall be automatically allowed per card room. The Council, in its discretion, may allow up to six card tables per card room.
- (C) The number of players permitted at one card table shall be as prescribed by state

law.

(D) Card rooms shall be open to police inspection during all hours of operation.

(E) Each card table, during the time of play at such table, shall have assigned to it a person holding a valid work permit. Such person shall be in charge of, supervise, and conduct the game strictly in accordance with the laws of the state and the provisions of this chapter.

(F) Only game authorized by state law to be played shall be permitted to be played in any card room.

(G) Only table stakes shall be permitted.

(H) No person under the age of 21 shall be permitted at any card table, or participate in any game, or remain in a card room.

(I) No intoxicated person shall be permitted in any card room.

(J) The licensee shall post in every card room, in letters plainly visible throughout the room, signs stating the hourly rate or cost per hand charged for the use of the tables in such card room and each other of the regulations set forth in this section as the Chief of Police may require.

(K) Each card room shall adopt a schedule of the hours of operation, after the schedule has been approved by the Chief of Police. Such approved schedule of hours shall be clearly posted at the gambling establishment so as to give law enforcement and patrons adequate notice of the hours of operation. Unless otherwise restricted, a card room may be allowed to operate 24 hours each day.

(L) (1) No player in any licensed Antioch card room shall be permitted to wager or raise a wager by more than the following amounts:

(a) \$200 for individual bets in Blackjack or California games that feature a rotating player-dealer position, except for games described in division (c) which shall have higher limits;

(b) \$200 for individual bets in Limit Poker games;

(c) \$500 for individual bets in No Limit and Double Hand Poker games; and

(d) \$50 for individual bets in any other card room game permitted by California law.

(2) Any licensed card room may increase their current wagering limits as stated above, provided, however, that no card room may increase its wager limit in any amount for any game until it has received prior approval from the Chief of Police. During hours of operation, card rooms shall clearly post the wagering limit rules at the tables where the games are offered, to provide patrons adequate notice of those rules.

(M) Each card room shall be responsible and liable for its patrons' safety and

security in and around the card room. Each card room shall adopt a plan to provide for the safety and security of patrons, after the plan has been approved by the Chief of Police.

§ 5-4.15 CONDUCTING UNLICENSED CARD ROOMS UNLAWFUL.

No person shall play, deal, carry on, open, or cause to be opened, conduct, or bet at or against any game not prohibited by the laws of the state with cards, dice, or any device for money, checks, credit, or other representative of value, except when played in a card room licensed pursuant to the provisions of this chapter.

§ 5-4.16 GAMES PROHIBITED BY STATE LAWS UNLAWFUL.

The provisions of this chapter shall not be construed to permit the licensing of any card room for the playing of any game prohibited by the laws of the state.

§ 5-4.17 EXEMPTIONS.

Any nonprofit society, club, or fraternal, labor, or other organization, having adopted bylaws and duly elected directors and members, may be excluded from compliance with the provisions of this chapter by applying to the Council and if the Council finds that the tables are for the exclusive use of the members of the organization and that no charge is made for the use of card room facilities.

SECTION 2. CEQA. This Ordinance is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. 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 that there is no possibility that it may have a significant effect on the environment.

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

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

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the October 11, 2011 and passed and adopted at a regular meeting thereof, held on 25th day of October 2011, by the following vote:

AYES: Council Members Kalinowski, Harper, Rocha and Agopian

NOES:

ABSENT:

RECUSED: Mayor Davis


/s/ Wade Harper
MAYOR PRO TEM OF THE CITY OF ANTIOCH

ATTEST:

/s/ L. Jolene Martin

CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF NOVEMBER 12, 2013**

FROM: Allan Cantando, Chief of Police
REVIEWED BY: Jim Jakel, City Manager 
DATE: November 6, 2013
SUBJECT: Kelly's Card Room

RECOMMENDED ACTION:

1. Adopt the resolution memorializing the expiration of the City's Card Room License associated with Kelly's Card Room at 408 O Street held by Albert Cianfichi (Attachment A).

Exhibit A to Attachment A – California Gambling Control Commission Stipulation and Order
Exhibit B to Attachment A – Letter dated August 30, 2013 from the California Gambling Control Commission

OTHER ACTIONS FOR CITY COUNCIL CONSIDERATION:

2. Resolution approving Anthony Keslinke's application to operate a Card Room as ancillary to a full-service restaurant at 408 O Street with no more than 6 card tables subject to conditions of approval and approving a Parking Lot Lease between Anthony Keslinke and the City of Antioch for APN 066-124-002 (Attachment B)

Exhibit A to Attachment B – Conditions of Approval
Exhibit B to Attachment B – Parking Lot Lease

SUMMARY

Kelly's Card Room obtained a Use Permit from the Planning Commission on August 21, 2013 (Attachment L), which was not appealed despite a lengthy letter submitted in opposition from the law firm of Remcho, Johnson & Purcell (Attachment K). Once a use permit is obtained (which runs with the land regardless of the business owner), most businesses do not require an additional license from the City or the Police Department other than a business license. However, some businesses do raise additional public safety concerns, such as liquor establishments, stores selling drug paraphernalia, gun stores, adult businesses, massage establishments, and gambling establishments. The negative impacts of these businesses often occur at night, when police staffing it at its lowest and darkness creates additional challenges for law enforcement. Therefore, the Antioch Municipal Code requires additional review and action before such businesses can operate.

Public Safety Concerns

Historically, the public safety issues raised by card rooms and gambling in general are criminal activities such as loan sharking, money laundering, prostitution, robberies, extortion, and sometimes drug-related activities. Although the Police Department ran a criminal records check on Mr. Keslinke that did not raise issues, the Department is not currently staffed to do any kind of more in-depth investigation. The Department must rely on the California Gambling Control Commission and Attorney General's Office to undertake a more thorough investigation of activities and associates. However, to date, staff understands that the State investigation of Mr. Keslinke and his proposed operations has not begun (*See* Attachment E – letter from the California Gambling Control Commission). In addition, Mr. Keslinke has not identified anyone who may be "financially interested" in the card room or any "Key Employees" as defined in State law, so those individuals have not been investigated. Accordingly it may be appropriate to wait for Mr. Keslinke to receive his State Card Room license (or at least a temporary license) before issuing a City license. If the Council chooses to act now, then the City's Card Room license must be conditioned upon Mr. Keslinke obtaining a State Card Room license.

Antioch Police Department's current staffing is 85 sworn officers. The current authorized staffing is 102 sworn. With the passage of Measure C, Police Department staffing will increase. The Department believes that the increased Police staffing should be adequate to address calls for service at Kelly's but only if all of the recommended conditions of approval are met, including having 2 armed security guards at all times (typically, the presence of one security guard means that person can call 9-1-1 and has less ability to resolve or prevent issues on-site).

Police Chief's Report on Findings under the Municipal Code

Specifically, the Antioch Municipal Code requires the Police Chief to provide a report to the City Council that addresses the following findings that City Council needs to make in considering the approval or denial of a card room application:

- a. Neither the Applicant nor any person financially interested in the card room, as defined in Subsection (B)(2) of Section 5-4.03 of the Code, or in the bar and restaurant at Kelly's, has been convicted of a felony;
- b. The Applicant and other person(s) financially interested in the card room, as defined in Subsection (B)(2) of Section 5-4.03 of the Code, or in the bar and restaurant at Kelly's, are of good moral character;
- c. None of the information submitted in the application was false, nor was there information omitted with the intent to conceal the facts;
- d. The proposed location for the card room is compatible with the uses of the property in the immediate vicinity of the Property, and the location of the card room would not be injurious to the health, safety or morals of the people of the City; and

- e. In accordance with Section 5-4.05 of the Code, the card room will be established and may operate only in an established place of business of sufficient size and volume that the already established business is the major business of the place rather than the business of operating such card room.

As to findings (a) through (c) above, the information provided by the Applicant appears to be corroborated by the cursory background check completed by the Police Department, if the City's License is not effective until the State issues a License that addresses more fully the criminal background and moral character of the Applicant. Alternatively, the City Council could wait to issue a City License until the State completes a more thorough background check and at least issues a temporary State license to Mr. Keslinke.

As to findings (d) and (e) above, with the recommended conditions of approval, the City Council could determine to approve the card room application. Likewise, the City Council could find that the location for this use would be injurious to the health, safety or morals of the people of the City particularly given the City's existing crime issues and police staffing; and/or determine that the card room will not be an ancillary business to an existing business. At this time, it is City Council's decision to accept or deny the Applicant's request for a City license to operate a Card Room at 408 O Street.

BACKGROUND:

Card Rooms in Antioch

Antioch historically had a number of card rooms and until recently, two had State and City licenses to operate: Kelly's at 408 O Street and The Nineteenth Hole at 2746 West Tregallas. Under the City's current ordinance, each card room is limited to four tables with the Council having the discretion to allow up to 6 tables per card room. In the 1980s both card rooms were allowed to increase to six tables. Pursuant to Municipal Code section 5-4.05, no license shall be issued for a card room other than in an established place of business and the other business (e.g. restaurant) is the "major business of the place rather the business of operating such card room." (Attachment C is the entire chapter 4 of Title 5 addressing card rooms)

State Regulation of the Card Room Industry

Card rooms (sometimes called card clubs or poker clubs) existed in California from the 1800's but in 1860 house-banked games were prohibited by the State. From then, the card room was not to have a stake in a game, but act as the "neutral overseer" with players charged a fee by time period or hand played. This contrasts to the approach at Nevada-style house-banked casinos.

In 1984, the California Legislature required the Attorney General's office to provide uniform, minimum regulation of California card rooms. In 1997, the California Legislature enacted the Gambling Control Act ("Act") to provide more comprehensive oversight of California's gambling industry. The Act created a bifurcated system involving the Division of

Gambling Control within the Attorney General's Office and the five-member California Gambling Control Commission appointed by the Governor.

In 2000, California voters amended the California Constitution to permit Class III (casino-style) gaming on Indian land subject to a gaming compact between the Tribe and the State. However, card rooms continue to be limited as to the kinds of games that can be played. In addition, through January 2020, California generally has a moratorium on new card rooms beyond those authorized in January 1996, but does allow for up to a 25% expansion in certain areas such as gambling tables, hours of operation, etc. if approved by the City Council.

According to the website for the California Gambling Control Commission, in 2013 there were 88 card rooms in 69 jurisdictions in California, not including tribal gaming establishments (Attachment D). The Attorney General's Office prepared a report with more details about gambling in California, including card rooms that can be found at this website:
<http://ag.ca.gov/gambling/pdfs/GS98.pdf>.

State's Enforcement Action regarding Mr. Cianfichi's Card Room License

In 2011, when the City Council was considering Municipal Code amendments to transfer the responsibility for issuing individual card room worker/dealer permits to the Commission, Kelly's owner Albert Cianfichi requested further Municipal Code revisions and expressed a desire to move to a larger location with more tables. While these issues were being discussed, the City learned that Mr. Cianfichi as owner of Kelly's was the subject of a significant enforcement action by the California Attorney General's Office before the Commission. The Settlement and Order reached in that enforcement action required the payment of fines, closure of Kelly's and the revocation of Mr. Cianfichi's gambling license unless he found a bona fide buyer approved by the Commission within a certain time period. (*See Exhibit A to Attachment A – Stipulation and Order of the California Gambling Control Commission*)

Kelly's was closed by Commission Order on January 23, 2012. The City had expected the Commission to revoke outright Mr. Cianfichi's State license and not allow its transfer. However, despite no objections from the City, the Commission has continued to hold the State license open for Mr. Cianfichi to sell it. (*See Attachment E- Letter dated August 30, 2013 from the State Gambling Control Commission*)

Blarney LLC interest in Kelly's License in 2012 and Expiration of Card Room License

In 2012, the limited liability company of Blarney LLC had an application pending before the Commission for the purchase of the Kelly's building and card room license. Richard Shindle, who already had an approved ownership interest in the 101 Casino in Petaluma, put together the investor group of Blarney LLC and made a presentation at the July 10, 2012 City Council meeting.

Under the City's Municipal Code, the card room license issued by the City for Kelly's would automatically expire after six months of no activity on July 23, 2012, unless the City Council

approved the relocation of the business by then or granted an additional six months for a relocation application. The City Council's action is memorialized in a letter dated July 11, 2012 (Attachment F). The parties were unable to finalize negotiations for the purchase of the State license and Kelly's building by July 20, 2012, at which point Al Cianfichi threatened legal action against the City which has not been pursued to date (Attachment G).

The City's Card Room license to Al Cianfichi expired pursuant to the terms of Antioch Municipal Code section 5-4.09, when it remained closed for more than 6 months. Thus, at a minimum, it is recommended that the City Council memorialize this action with the adoption of the first resolution (Attachment A).

Mr. Keslinke's New Application for a Card Room Use Permit

With the demise of the deal between Mr. Cianfichi and Blarney's LLC, in July 2012, the City later learned that Mr. Cianfichi and Mr. Keslinke had entered into a Purchase Agreement for 408 O Street on August 3, 2012. Mr. Keslinke told the California Gambling Control Commission that the City of Antioch supported his application to operate Kelly's Card Room despite no action by the City Council (*See* Attachment H – Transcript of October 25, 2012 hearing). Mr. Keslinke had submitted a letter to the City from his legal counsel indicating why the City still had a card room license to grant him. (Attachment I)

Staff indicated that before the Police Department would consider whether to recommend issuance of a Card Room License, Kelly's needed a use permit, which is a zoning entitlement, to determine if the Planning Commission thought that a card room was an appropriate land use at that location, in addition to the public safety and welfare issues that the Police Department would consider with a Card Room License.

On February 25, 2013, Mr. Keslinke submitted a use permit application to the Community Development Department. Given staffing workloads, a contract planner was hired to review the application, whose staff report is Attachment J. A number of people spoke in favor of Mr. Keslinke and a letter was submitted opposing the project (Attachment K). The Planning Commission ultimately approved the use permit subject to conditions of approval (Attachment L). The minutes from that meeting are also attached (Attachment M).

At the Planning Commission meeting, the applicant circulated a flyer that inappropriately used the Police Department's logo and inaccurately indicated that the Police Department was recommending approval of the Use Permit (Attachment N). In fact, the Police Department had not made such a recommendation regarding the use permit; had yet to make a recommendation on the Card Room License; and the Police Captain present at the Planning Commission meeting on August 21, 2013 spoke against 24/7 operations that Mr. Keslinke was seeking.

Mr. Keslinke's Application for a City Card Room License

On October 15, 2013, the Police Department sent Anthony Keslinke an incomplete letter regarding his application for a City Card Room License (Attachment O). Mr. Keslinke's response dated October 25, 2013 is Attachment P. Following a meeting with City staff, Mr. Keslinke also sent the City Manager a letter dated November 4, 2013, which is Attachment Q.

Pursuant to the City's Municipal Code, only one card room license shall be issued in the downtown area given the prior finding that an undue concentration of card rooms in the downtown area "has helped lead to blighting conditions." In addition, Antioch Municipal Code section 5-4.05 requires that a card room license be issued only to an "established place of business of sufficient size and volume that the already established business is the major business of the place rather than the business of operating such card room." Mr. Keslinke maintains that the restaurant and bar at Kelly's are currently operating, but with a limited menu. [See Attachment P, pages 6, 11] City staff was aware of the current bar operations, but not the restaurant operations.

Based on square footage, the gaming area would occupy 2,000 square feet or 28% of the 7,100 square-foot building. According to the staff report to the Planning Commission, the applicant initially has indicated the card room operations would employ 34 employees, which is more than twice the 15 people anticipated to be employed by the restaurant and bar. This raised questions about the ancillary nature of the card room to the restaurant use. Mr. Keslinke's letter of October 25, 2013 indicates now that "[i]t is difficult in this licensure phase to know exactly how many employees I will need for the restaurant vs. the bar vs. the card room." [see Attachment P, pages 7-8] This leaves the square footage calculation, along with conditions regarding the kind of restaurant service (full service, at least two meals a day, etc.) as the primary means to regulate the ancillary nature of the card room in relation to the restaurant.

As part of the card room license application submitted under oath, the applicant is to include the names of all persons financially interested in the business along with their names, criminal records, fingerprints and photographs (Antioch Municipal Code section 5-4.03) The Chief of Police has also suggested that Mr. Keslinke submit everything to the City that he submitted with his application to the State Gambling Control Commission. Mr. Keslinke has indicated in his response on October 25, 2013 that he has not submitted an application to the State Gambling Control Commission yet; that he will be the sole owner and investor in Kelly's bar, restaurant and card room; and he will have contractors, managers and employees, who have not been identified yet. [Attachment P, pages 5, 6 and 8]

Pursuant to the Municipal Code, after reviewing the application for a City card room license, the Chief of Police then provides a report to the City Council, which has the discretion to grant or deny the City Card Room License.

Public Safety Issues Raised by Mr. Keslinke's Application

Criminal Activities – As described above, gambling has historically raised issues about criminal activities such as loan harking, money laundering, prostitution, robberies, extortion, and drug related activities. Since the closure of the card room in 2012, the bar at Kelly's has averaged approximately 2 calls for service per month, which is not excessive. As with any bar, casino, night club, etc., the calls for service to such businesses directly correlates to the management of such establishments. Some of these uses have very high calls for service and are a significant drain on limited Police services. However, the Police Department believes with proper management and oversight, it would be possible to have a low number of calls for service at a card room, bar, restaurant such as Kelly's. In order to assure the business is responsible to the City and surrounding neighborhoods, it is imperative that the Police Department have the authority to continue to regulate/modify provisions in the card room license.

Although the Police Department ran a criminal records check on Mr. Keslinke that did not raise issues, one approach would be to wait for Mr. Keslinke to receive even a temporary State Card Room license before issuing a City license. If the City Council chooses to act now, then the City's Card Room license should be conditioned upon Mr. Keslinke obtaining a State Card Room license.

24/7 Operation – Antioch Municipal Code section 5-4.14(K) requires the approval of the Chief of Police for the card room's schedule of operations. There are concerns about 24/7 operation and public safety impacts during the hours with the City has least number of law enforcement personnel available. However, the Police Chief is willing to allow the card room to start with 24/7 operations with the explicit condition of approval that the Chief could restrict those hours should circumstances warrant (such as police staffing or criminal activities at Kelly's).

Security Plan -- Antioch Municipal Code section 5-4.14(M) makes a card room responsible and liable "for its patrons' safety and security in and around the card room. Each card room shall adopt a plan to provide for the safety and security of patrons, after the plan has been approved by the Chief of Police."

The Police Chief recommends metal detectors and an identification scanner to decrease the likelihood of criminal activities occurring including underage drinking and gambling; to increase the security of patrons; and to decrease the likelihood of calls for service to the Antioch Police Department particularly during the night hours when Department staffing is at its lowest. He also recommends two armed security guards at all times the Card Room is operating as well as valet parking service for special events and at night on weekend and holidays.

Conditions to the City Card Room License

If the Council were inclined to grant the City Card Room License, then the conditions of approval attached to the draft resolution approving the license are strongly recommended (Exhibit A to Attachment B). A few of those conditions are highlighted below:

1. City Card Room License is not effective until certain conditions are met, including Mr. Keslinke obtaining a State Card Room License and purchasing the Card Room from Mr. Cianfichi by November 12, 2014.
2. Due to the lack of on-site parking, Mr. Keslinke must enter into a Parking Lease with the City of Antioch for shared use of a parking lot at Fifth and O Streets (Exhibit 2 to Attachment B). Under state law, this lease must be recorded and thus the applicant must prepare the "metes and bounds" property description. For both parking and security reasons, a condition regarding valet parking service has also been included.
3. Given that the card room is required to be ancillary to the restaurant use under the Antioch Municipal Code, the restaurant shall operate fully for at least 30 days before the card room begins operations, have seating for at least 50, provide hot food service and provide sit-down, table served meal service at least twice a day.
4. The License is personal to Mr. Keslinke and he will annually submit to the Police Chief a statement under penalty of perjury indicating his sole ownership of the business (Card Room, restaurant and bar). Should anyone else become financially interested in the business (Card Room, restaurant or bar), including any corporate or limited liability company, then this License may be suspended or revoked and a new Card Room application must be submitted. The City retains the discretion to grant or deny any new application.
5. A Card Room License is issued to a specific person (unlike a land use approval that typically runs with the land). Given the personal nature of the Card Room License and the unique nature of card rooms that can become magnets for criminal activity if not managed appropriately, a condition of approval requires Mr. Keslinke to be present during the operating hours of the card room for at least 5 hours a day, three days a week during regular operating hours, at least 48 weeks per year. Mr. Keslinke has indicated that he intends to be an "active, hands-on" owner, but does object to this condition of approval. [Attachment P, page 5 and Attachment Q, pages 1-3]

Accordingly, after discussions, staff limited this condition of approval to the first year of operation of the card room, which is critical for the successful launch of any business particularly those in the restaurant, bar, service industry.

6. The Chief must approve annually the Operations and Security Plan for the Card Room. Mr. Keslinke is adamant that the card room remain open 24/7. [Attachment P, page 8] Under state law, the bar shall be closed from 2:00 a.m. to 6:00 a.m. daily.

The Police Chief is willing to allow 24/7 card room operations in the beginning if the restaurant will likewise be open, given the Municipal Code requirements that the card room operations be ancillary to the restaurant operations. However, the Police Chief retains the absolute discretion to restrict those hours should circumstances warrant (such as police staffing or criminal activities at Kelly's).

The Police Chief has also indicated that there should always be two armed security guards when the Card Room is operating, to which Mr. Keslinke objects. [Attachment Q, page 2]. The Police Department is offering no further compromise on this recommendation, believing that two security guards are critical to minimize impacts to the City's Police Department and to increase safety to patrons and employees of the establishment.

7. The business, including the Card Room, shall pay the business license tax based on gross receipts as set forth in Chapter 1 of Title 3 of the Antioch Municipal Code, as it may be amended in the future, as well as any regulatory fee established by the Police Department in the City's Master Fee Schedule.
8. As is standard, the applicant must indemnify the City should the Council approve the application and there is a legal or voter challenge. This condition protects the City (and ultimately the City's taxpayers) from subsidizing a private, for-profit business, as lawsuits and even elections can be quite costly. Mr. Keslinke has raised concerns about this requirement, particularly as to an initiative or referendum regarding the Council's action and requests that this obligation terminate after 18 months. (Attachment Q, p. 2).

After discussions, the condition of approval is written to terminate the obligation to pay the costs of an election after 18 months from when the card room opens. This time frame seems more appropriate than 18 months from the date of Council approval, given the likely time delays to commence operations because Mr. Keslinke has not obtained his State Gambling Control License yet.

Parking Lease

As discussed in detail in the staff report to the Planning Commission (Attachment J), the on-site parking for the 7,100 square foot building that currently houses a restaurant and bar, and would include the card room, is insufficiently parked. Further review since the Planning Commission meeting has indicated that the applicant's proposed parking plan will not meet police and fire standards so there are even fewer on-site parking spaces for patrons and employees. Accordingly, the Planning Commission conditioned the use permit on the applicant entering into a long-term parking arrangement to use the nearby City parking lot for the additional needed parking.

Staff has negotiated a parking lot lease with Mr. Keslinke (Exhibit B to Attachment B). The financial terms of this lease include a base annual rent of \$15,000, as well as some initial improvements (sealing, restriping, lighting) to the area to be leased. Staff sought a no-termination provision for the parking lot lease for the first five years. Mr. Keslinke insisted that he have the right to terminate the parking lot lease. The attached lease allows no termination during the first 24 months.

FINANCIAL IMPACTS:

The City's Police Department previously collected a regulatory annual fee of \$260 per table, but has not been collecting a gross revenues business license tax as well. Thus, card room revenue is a small portion of the City's revenues (less than 1/10th of 1%).

In contrast, some cities receive 1/3 or more of revenues from card rooms. For example, the City of Emeryville has a 9% gross receipts tax or \$1,000 per table per month, whichever is greater, on the 40 tables at The Oaks Card Club. Contra Costa County's fee is \$500 per table per year for card rooms licensed before 1995 and 13 ½ % of the monthly gross revenue for newer or expanded card rooms. An increased business license tax must be approved by the voters.

The conditions to the Card Room License require the applicant to pay a gross receipts business license business license tax on its operations, in addition to any fee that may be imposed by the Police Department given its role in issuing and enforcing the Card Room License. Staff intends to reinstitute the Police Department's regulatory fees that was inadvertently removed from the Master Fee Schedule when the State started issuing card room dealer permits instead of the City, which is different from the license to the Card Room operator that the City still issues.

In addition, the City will be receiving an annual rent for the off-side parking lot; although, Mr. Keslinke desires the right to terminate that lease.

OPTIONS:

1. Not approve a City Card Room License to Mr. Keslinke
2. Wait to consider whether to issue a City Card Room License to Mr. Keslinke until after he obtains a State Card Room License or at least a temporary license from the State
3. Modify the conditions of approval to the City Card Room License
4. Modify the terms of the Parking Lease

ATTACHMENTS:

- A. Resolution memorializing the expiration of the City's Card Room License granted to Al Cianfichi to operate Kelly's Card Room at 408 O Street

Exhibit A– California Gambling Control Commission Stipulation and Order

Exhibit B – Letter dated August 30, 2013 from the California Gambling Control Commission

- B. Resolution approving Anthony Keslinke's application to operate a Card Room at a full-service restaurant at 408 O Street with no more than 6 card tables subject to conditions of approval and approving a parking lot lease
 - Exhibit A – Conditions of Approval
 - Exhibit B – Parking Lot Lease
- C. Chapter 4 of Title 5 of the Antioch Municipal Code, "Card Rooms"
- D. Information on Card Rooms from State Gambling Control Commission website
- E. Letter dated August 30, 2013 from the State Gambling Control Commission
- F. Letter dated July 11, 2012 from City Attorney to Richard Shindle and Albert Cianfichi
- G. Letter dated July 21, 2012 to City Attorney from Paul B. Justi on behalf of Albert Cianfichi
- H. Transcript of State Gambling Control Commission hearing dated October 25, 2012
- I. Letter dated January 16, 2013 from Wilson Wendt, legal counsel for Anthony Keslinke, to City Attorney and City Manager
- J. Staff Report for the August 21, 2013 Planning Commission meeting
- K. Letter dated August 20, 2013 from the law firm of Remcho, Johansen & Purcell
- L. City of Antioch Planning Commission Resolution No. 2013-12/Use Permit dated August 21, 2013
- M. Minutes of City of Antioch Planning Commission on August 21, 2013
- N. Applicant's Flyer distributed at the Planning Commission meeting on August 21, 2013
- O. Notice of Incomplete Application Letter from the Antioch Police Department to Mr. Keslinke dated October 15, 2013
- P. Letter from Anthony Keslinke dated October 25, 2013
- Q. Letter from Anthony Keslinke dated November 4, 2013

RESOLUTION NO. 2013/65

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE ISSUANCE TO ANTHONY KESLINKE A LOCAL CARD ROOM
LICENSE AS ANCILLARY TO A FULL-SERVICE RESTAURANT AT 408 O STREET
WITH NO MORE THAN 6 CARD TABLES
AND SUBJECT TO CONDITIONS OF APPROVAL PURSUANT TO
TITLE 5, CHAPTER 4 OF THE ANTIOCH MUNICIPAL CODE AND
APPROVING A PARKING LOT LEASE**

WHEREAS, Title 5, Chapter 4 of the Antioch Municipal Code (the "Code") and the California Gambling Control Act (Business and Professions Code Division 8, Chapter 5, Article 13) govern the establishment and regulation of card rooms within the City of Antioch; and

WHEREAS, Section 5-4.02, subsection (A) of the Code provides that there shall be no more than five (5) licensed card rooms permitted in the City; and

WHEREAS, in 2011 the California Legislature adopted AB 241, which was signed into law by the Governor and extended until the year 2020 a state-wide moratorium on the issuance of State card room licenses; and

WHEREAS, there is currently only one (1) licensed and operating card room located in the City of Antioch, which card room is known as "The 19th Hole"; and

WHEREAS, the City Council is authorized to consider an application for a local card room license pursuant to Section 5-4.04, subsection (B) of the Code, and shall either grant or deny the application according to the standards set forth in that subsection; and

WHEREAS, Anthony Keslinke (the "Applicant") submitted an application for a local license to operate a card room at 408 "O" Street in the City of Antioch (the "Property") and the Applicant has represented to the City that he intends to submit an application to the California Gambling Control Commission (the "Commission") for a State license to operate a card room on the Property; and

WHEREAS, a card room known as "Kelly's Card Room" had been operated on the Property until approximately January 2012 under a previous owner and pursuant to validly-issued state and City licenses; and

WHEREAS, the previous owner of Kelly's was the subject of several proceedings before the Commission, including an Accusation and Petition to Revoke Probation, which resulted in a decision by the Commission to revoke the State-issued license; however, that decision has been stayed by the Commission pending the City's decision on this current application for a local license pursuant to Section 5-4.04 of the Code; and

WHEREAS, the previous owner's City-issued local card room license has expired under the terms of Section 5-4.09, subsection (A) of the Code; and

WHEREAS, the Applicant applied for and obtained Use Permit UP-13-02 to operate a card room in conjunction with a restaurant and bar on the Property. UP-13-02 was approved by the Antioch Planning Commission on August 21, 2013. The Planning Commission's approval included a requirement that the Applicant provide for adequate parking for the use by making arrangements for shared parking with the City of Antioch; and

WHEREAS, the Applicant has requested that the City Council approve a lease with the City at APN 066-124-002 including a portion of the West Fifth Street right-of-way, pursuant to which the Applicant will satisfy the parking conditions for the card room; and

WHEREAS, the City Council conducted a duly-noticed public meeting on November 12, 2013 during which it heard and considered the Applicant's request for a City-issued card room license in light of the staff report and other documentary and testamentary evidence provided at and prior to the meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH:

1. Grant of Local License. The City Council hereby approves a local card room license to Applicant Anthony Keslinke for a card room as ancillary to a full-service restaurant at 408 O Street with no more than 6 card tables, subject to the conditions set forth on the attached Exhibit A – "Kelly's Card Room 2013 Local Card Room License and Conditions."

2. Findings. In approving the Card Room License to Anthony Keslinke for 408 O Street, the City Council makes the following findings based on the evidence presented to it, including the report from the Chief of Police, the staff report presented to the City Council and all other documentary and testamentary evidence presented to the City Council in these proceedings:

- a. Neither the Applicant nor any person financially interested in the card room, as defined in Subsection (B)(2) of Section 5-4.03 of the Code, or in the bar and restaurant at Kelly's has been convicted of a felony;
- b. The Applicant and other person(s) financially interested in the card room, as defined in Subsection (B)(2) of Section 5-4.03 of the Code, or in the bar and restaurant at Kelly's are of good moral character;
- c. None of the information submitted in the application was false, nor was there information omitted with the intent to conceal the facts;
- d. The proposed location for the card room is compatible with the uses of the property in the immediate vicinity of the Property, and the location of the card room would not be injurious to the health, safety or morals of the people of the City; and
- e. In accordance with Section 5-4.05 of the Code, the card room will be established and may operate only in an established place of business of sufficient size and volume that the already established business is the major business of the place rather than the

business of operating such card room. The already established business at the Property is a restaurant and bar, and the conditions related to the operation of the restaurant and bar as set forth in Exhibit A are intended by the City Council to ensure compliance with Section 5-4.05 of the Code.

3. Approval of Lease. The City Council hereby approves in substantial form the Parking Lot Lease attached hereto as Exhibit B, and authorizes and directs the City Manager to execute the Parking Lot Lease upon the satisfactory conclusion of negotiations with the Applicant.

4. CEQA. The Planning Commission determined that the card room project, including the use permit, license and parking lot lease, is categorically exempt from further environmental analysis under Section 15332 of the State CEQA Guidelines (infill development), and a Notice of Exemption was prepared and filed on September 23, 2013.

5. Local License Effective Only if State License Issued. In the Card Room License to Anthony Keslinke for 408 O Street, the City Council finds and determines that the local license shall go into effect if and only if the State Gambling Control Commission approves a permanent State Card Room License in favor of the Applicant within 36 months from the City Council's approval of this Local Card Room License and issues all necessary approvals, licenses and/or permits as required by applicable State laws and regulations. The Local Card Room License will cease to be effective, and will automatically be revoked and null and void, if Anthony Keslinke does not acquire a permanent State Card Room License within 36 months from the City Council's approval of this Local Card Room License.

6. Failure to Comply with Conditions Grounds for Revocation. As set forth more specifically in the Conditions attached to this Resolution, the City Council finds that the adherence by the Applicant to each and every one of the conditions of approval is of paramount importance to the City and to the promotion and protection of the general health, safety and welfare of the public. Accordingly, the City Council has included in those Conditions provisions for the revocation of this License upon a showing of failure by the Licensee to comply with the conditions set forth in this Resolution and the attached Conditions.

* * * * *

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

AYES: Council Members Wilson, Rocha, Tiscareno, Agopian and Mayor Harper.

NOES: None.

ABSENT: None.

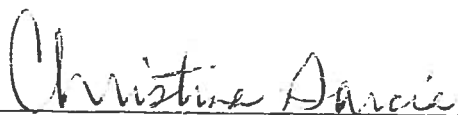

for **ARNE SIMONSEN**
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit A

**Kelly's
2013 Local Card Room License and Conditions**

The following operational requirements and conditions have been established by the City Council of the City of Antioch in accordance with the authority granted in Title 5, Chapter 4 of the Antioch Municipal Code (the "Code") and the California Gambling Control Act (Business and Professions Code Division 8, Chapter 5, the "State Law"). The Applicant, Anthony Keslinke, agrees that each and every one of the provisions and conditions set forth in this Resolution and this Exhibit A and is done so specifically pursuant to the authority cited above and generally pursuant to the City's police power as conferred by Article XI, Section 7 of the California Constitution.

These operational requirements and conditions apply to the business known as "Kelly's" located at 408 "O" Street, Antioch, California. The license shall not apply to any other location without the approval of the City Council.

Conditions of Approval

1. Conditions to Card Room License becoming Effective. Local Card Room License for Kelly's at 408 O Street, Antioch is not and shall not become effective until all of the following conditions are met:
 - a. The State has issued a temporary or permanent Card Room License to Applicant Anthony Keslinke and Applicant has purchased Kelly's from the prior owner, both within 36 months from the City Council's approval of this License.
 - b. Applicant submits the list of Key Employees (as that term is defined in the California Gambling Control Act) of the Card Room, including the key personnel for the other operations at Kelly's as applicable, and they each obtain a license from the State.
 - c. Applicant enters into the Parking Lot Lease with the City of Antioch for APN 066-124-002 at O and Fifth Streets, Antioch, with such agreement recorded.
 - d. The restaurant at Kelly's is operating fully under the conditions below for at least 30 days.
 - e. The Local Card Room License will cease to be effective, and will automatically be revoked and null and void, if Anthony Keslinke does not acquire a permanent State Card Room License within 36 months from the City Council's approval of this Local Card Room License.

2. Operational Standards

- a. Card room must be incidental to the restaurant and bar use, as reasonably determined by the Community Development Director based on documentary evidence and/or physical observation, and in accordance with Antioch Municipal Code Section 5-4.05, which provides: "In addition to the other requirements contained in this chapter, no license shall be issued for a card room other than in an established place of business of sufficient size and volume that the already established business is the major business of the place rather than the business of operating such card room."
 - i. At all times there shall be restaurant seating capacity for no less than 50, exclusive of seating at the bar or card room.
 - ii. Kitchen, restaurant dining room and bar shall occupy at least 55% of the square footage of the building.
 - iii. Hot food service, which does not include just microwaved food or meals, shall be available to patrons at all times that the bar or card room is open;
 - iv. The restaurant must offer sit-down, table served meal service at least twice a day, seven days a week with full menu options as approved by the Director of Community Development.

- b. The card room shall be responsible and liable for its patrons' safety and security in and around the card room. The card room shall adopt and implement an "Operations, Security and Surveillance Plan" (the "Plan") as set forth in the Planning Commission's approval of UP-13-02 to provide for the safety and security of patrons, after the plan has been approved by the Chief of Police, in the Chief's sole and reasonable discretion. The Chief shall review the Plan no less than once every year, upon written application by the Applicant for such review, which application must be submitted by the Applicant no later than the anniversary date of this License approval. Applicant shall comply at all times with every provision of the adopted Operations, Security and Surveillance Plan, which at a minimum shall include:
 - i. One (1) State-licensed, uniformed and armed guard shall be present at all times that the card room is in operation and will patrol the inside of the card room and the parking areas. An additional State-licensed, uniformed and armed guard shall be present from 6:00 p.m. to 6:00 a.m. or until close of business, whichever occurs earlier, and whenever there are three (3) or more active table games in operation, or a tournament or special event with more than 30 players.
 - ii. The name of the Security Company, proof of liability insurance including a copy of all exceptions, their State license number, the guard registration numbers and training records for the employed guards.
 - iii. Digital security cameras shall be installed inside, covering all areas of the business, the rear, front and leased parking areas, Said cameras shall record onsite activities. Recordings shall be kept on hand for no less than 30 days and be made available to the City of Antioch upon demand.

- iv. Metal detector wands will be available at all times to the security personnel and as required by the Police Chief for wandling patrons.
 - v. A dress code for patrons.
 - vi. An identified security station located at the entrance to the card room.
 - vii. Prior to commencing operations, Applicant shall submit and obtain approval from the Chief of Police and City Engineer for an outdoor lighting plan to ensure that all areas of the parking lot, leased parking lot and building are illuminated.
 - viii. Notwithstanding the yearly review set forth in condition of approval above, the Chief of Police may at any time upon a showing of need require revisions to the Plan to protect the safety of the card room's patron and the general public.
- c. For the first 12 months of operation of the Card Room, Applicant Anthony Keslinke shall be required to be physically present at the card room site no less than one (1) day per week, for no less than five (5) hours per day during regular operating hours for a minimum of 45 weeks per year. Applicant must have at least one Key Employee present at the Card Room at all times when it is open who has permanent or interim Key Employee license status.
 - d. No live entertainment and no amplified music, unless a special event permit is obtained in advance from the City.
 - e. No one under the age of 21 shall be allowed in the card room or bar at any time and no one under the age of 21 shall be allowed in the restaurant after 10:00 p.m.
 - e. After 9:00 p.m. and until closing, all patrons of the business shall be verified using a license scanner/reader to ensure patrons are of lawful age and not using altered or false identification. The scanner database shall be retained for no less than 30 days and shall be made available to the Antioch Police Department upon demand. Applicant shall provide a procedure, approved by the Police Chief, from checking the identification of those already in the business at 10:00 p.m.
 - f. No adult entertainment as defined in section 9-5.203 of the Antioch Municipal Code. This is to include, but not limited to, "go-go" dancers, exotic dancers, strippers, lingerie shows, etc.
 - g. All activities shall be conducted entirely inside the building. Loitering is prohibited. Business shall post conspicuous signs stating "No loitering, no open containers, no drinking, no littering" on the building, parking lot and City's parking lot.

- h. No intoxicated person shall be permitted in the card room. All alcohol beverage servers must attend and successfully complete a Responsible Beverage Server Course which is sponsored by ABC within 6 months of employment.

3. Gambling Standards

- a. The Applicant, every Key Employee and every person financially interested in the card room and every Card Room Employee as defined in Sections 5-4.01 and 5-4.03(B)(1) of the Antioch Municipal Code shall obtain the required State License and Work Permit and comply at all times with all applicable provisions of Title 5, Chapter 4 of the Code.
- b. Card room shall only be open when the restaurant is open. The Police Chief retains the absolute discretion to limit the hours of the card room.
- c. The number of card tables allowed under this License is 6.
- d. The number of players permitted at one card table shall be as prescribed by State law.
- e. The card room shall be open to police inspection during all hours of operation.
- f. Each card table, during the time of play at such table, shall have assigned to it a person holding a valid work permit. Such person shall be in charge of, supervise, and conduct the game strictly in accordance with the laws of the State and the provisions of Title 5, Chapter 4 of the Antioch Municipal Code.
- g. Only games authorized by State law to be played shall be permitted to be played in any card room.
- h. No player shall be permitted to wager or raise a wager by more than the following amounts:
 - i. \$200 for individual bets in Blackjack or California games that feature a rotating player-dealer position, except for games described in division (c) which shall have higher limits;
 - ii. \$200 for individual bets in Limit Poker games;
 - iii. \$500 for individual bets in No Limit and Double Hand Poker games; and
 - iv. \$50 for individual bets in any other card room game permitted by California law.
- i. Only table stakes shall be permitted.
- j. No person under the age of 21 shall be permitted at any card table, or participate in any game, or enter the card room.

- k. The Applicant shall post in every card room, in letters plainly visible throughout the room, signs stating the hourly rate or cost per hand charged for the use of the tables in such card room and each other of the regulations set forth in this section as the Chief of Police may require.
- l. During hours of operation, the card room shall clearly post the wagering limit rules at the tables where the games are offered, to provide patrons adequate notice of those rules.
- m. No computer gaming or internet access business, as defined in the Antioch Municipal Code as it may be amended, shall operate at the business (not in the card room, restaurant or bar).
- n. All Agreements with third-party bankers and any person receiving payments directly or indirectly related to revenues or profits of the Card Room (e.g. proposition players) shall be approved in advance by the State Gambling Control Commission with the agreement and approval letter sent promptly to the Police Chief.

4. Site Standards

- a. Applicant shall comply with all applicable provisions of the Antioch Municipal Code, including but not limited to stormwater management and discharge control (Title 6, Chapter 9) building, electrical and plumbing code requirements and fire code regulations (Title 8).
- b. Unless otherwise approved by the Police Chief, all windows providing a line of sight into any area where card tables are located shall be clear glass so as to allow viewing of gaming activities by Public Safety personnel from outside of the building housing the card room; and the outside doors shall also be clear glass with an unobstructed to allow Public Safety personnel to view inside.
- c. Parking Requirements: Applicant shall comply at all times with parking requirements and regulations imposed pursuant to UP-13-02, including but not limited to the requirement to enter into a Parking Lot Lease Agreement with the City of Antioch for the use of the City's lot at APN 066-124-002. Prior to commencing operations, Applicant shall submit a modified parking plan that includes striping, signage and landscaping for the Applicant's on-site parking and the City's parking lot to be approved by the Community Development Director and City Engineer. Actions shall be taken and signs posted to allow the Police Department to enforce the Antioch Municipal Code and other laws in the parking lots.
- d. In addition to the requirements above, Applicant shall make available to patrons of the card room and the restaurant and bar valet parking starting at 6:00 p.m. until closing on Friday and Saturday, every day preceding a federal holiday, and every day when Applicant has a special event or tournament. The required licensed, armed security guard may also act as a valet, unless prohibited by the Police Chief in his absolute discretion. Vehicles parked by the valet service attendants may be parked on site at the Property or

in the City's parking lot; at no time shall vehicles be parked or stored in the public right of way. Signs shall be posted to notify customers about the valet parking.

- e. Applicant shall identify and cordon off according to plans and with materials approved by the Community Development Director a designated and suitable location outside the building for smokers to engage in legal smoking activities. Such area shall be taken into consideration in the Security and Surveillance Plan.
- f. Applicant shall remove or caused to be removed any and all graffiti found on the Property within 48 hours of discovery or report of such graffiti.
- g. Applicant shall maintain the perimeter fencing and shall include an additional deterrent to prevent people from climbing over it such as razor wire.
- h. The site shall be kept clean of all debris (boxes, junk, garbage, etc) at all times.
- i. All requirements of the Contra Costa County Fire Protection District shall be satisfied. At no time shall the posted occupancy limit be exceeded.
- j. All other codes and regulations of the City of Antioch Municipal Code shall be complied with.
- k. Prior to commencing operations, Applicant shall submit and obtain approval from the Chief of Police and City Engineer for an outdoor lighting plan ensure that all areas of the parking lot, leased parking lot and building are illuminated.

5. Miscellaneous Provisions

- a. In accordance with Section 5-4.09 of the Code, the City Council may suspend or revoke a card room license on any of the grounds set forth in Section 5-4.04 of the Code, on the ground that the card room business has become the main business of the establishment, or on the ground that the Applicant has violated a provision of Chapter 5-4. For purposes of this License, any of the following occurrences is deemed evidence that (i) the applicant or any person financially interested in the business is not of good moral character, or (ii) the proposed location for the card room is incompatible with the uses being made of the property in the immediate vicinity and injurious to the health, safety, or morals of the people of the city:
 - i. The Applicant's State license is suspended or revoked for any reason by the Commission or other regulatory agency with jurisdiction over the card room;
 - ii. Any law enforcement or regulatory agency for any reason closes the card room for any period of time, except a building code violation that is resolved within 90 days;
 - iii. The card room is operating as a public nuisance;

- iv. The card room is operating in violation to any condition of approval, including but not limited to any requirement of the Operations, Security and Surveillance Plan, or any local, state or federal ordinance or statute or law;
 - v. The Applicant is no longer the sole owner of the business, including being the sole owner of the Card Room, restaurant and bar or fails to submit evidence annually of his continuing ownership interest to the City.
 - vi. The Applicant or any Key Employee or anyone having an ownership interest in the card room, restaurant or bar is arrested for any felony, or a misdemeanor relating to loan sharking, drugs, embezzlement, extortion, theft, prostitution, money laundering, robbery or weapons violations.
- b. Applicant must pay a business license tax based on gross receipts pursuant to Chapter 1 of Title 3 of the Code, as it may be amended from time-to-time, as well as any regulatory fee established by the Police Department in the City's Master Fee Schedule.
- c. Applicant acknowledges the provisions of Section 5-4.08 of the Code with respect to the non-transferability of this License. The License is personal to Anthony Keslinke and he will annually submit to the Police Chief a statement under penalty of perjury indicating his sole ownership of the business, including being the sole owner of the Card Room, restaurant and bar. Should anyone else become financially interested in the business (Card Room, restaurant or bar) including any corporate or limited liability company, then a new Card Room application must be submitted and the City retains the discretion to grant or deny it.
- d. If the Antioch Police Department determines that the conditions of approval of the license or use permit are not met or the use has become a public nuisance or otherwise a threat to the public health, safety or welfare, the Police Chief may shut down the business and it will not be reopened until the Police Chief determines that all issues have been resolved. The Applicant shall be responsible for the costs of such Police response. Failure to pay such costs shall be grounds for immediate revocation of the Card Room license.
- e. The Applicant releases the City of Antioch from any claims related to this card room license or use permit and shall defend, indemnify and hold harmless the City, its agents, officers and employees from any claim, action or proceeding to challenge, set aside or void the license or any approval granted by the City. Applicant shall enter into an agreement to effectuate this condition of approval as required by the City Attorney, which shall include advance deposit for reasonably anticipated staff, legal and other costs for two months that may be incurred by the City. For 18 months following the commencement of the operations at the Card Room, Applicant shall also be responsible for election costs, including staff costs, if a referendum (if applicable) or initiative petition is presented related to this card room license or use permit.

If a referendum or initiative is filed, then the City Council will consider placing it on a consolidated ballot in accordance with the California Elections Code provisions, but the Applicant acknowledges the City Council's sole and absolute discretion to determine the

timing of the election and whether to place the referendum or initiative on a consolidated ballot.

- f. Applicant and Key Employees must report to the Police Chief any reasonably known violation of the conditions of approval for this license or the use permit within 5 business days.
- g. Applicant and Key Employees must report to the Police Chief within 5 business days any notices, advisories, notices of violation, warning letters, accusations, gaming activity approvals or denials or any other action directed to them or Kelly's Card Room by the Attorney General, California Gambling Control Commission, any other state or federal agency or the District Attorney's Office.
- h. Upon the Police Chief's request, within 5 days of submitting financial reports or statements to the Attorney General or Gambling Control Commission, Applicant shall provide copies to the Police Chief.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Attorney's Office
City of Antioch
P.O. Box 5007
Antioch, CA 94531-50017

PARKING LOT LEASE

This Parking Lot Lease (the "**Lease**") is entered into as of _____, 2013, by and between the CITY OF ANTIOCH, a general law city ("**Landlord**"), and ANTHONY KESLINKE, an individual ("**Tenant**"), who agree as follows:

1. **Lease.** Landlord leases to Tenant and Tenant leases from Landlord a portion of the real property located a O and Fifth Streets, in Antioch, California 94531 (APN 066-124-002) and a portion of the west Fifth Street right-of-way, which portion consists of the paved automobile parking area generally depicted and outlined in blue on attached Exhibit "A" (the "**Premises**") for parking of patrons and employees of Tenant's nearby restaurant, bar and card room at 408 O Street, Antioch, California ("**Kelly's**").

2. **Term.**

(a) The term (the "**Term**") of this Lease shall be for a period of five (5) years, commencing at 12:01 A.M. thirty days after the State Gambling Control Commission grants Tenant a temporary or permanent license to operate a Card Room at 408 O Street (the "**Commencement Date**"), and ending at 12:01 A.M. five (5) years later (the "**Expiration Date**"), or on such earlier date upon which the Term may expire or be cancelled or terminated pursuant to any of the provisions of this Lease. If Tenant does not obtain the necessary approvals from the State Gambling Control Commission by November 12, 2013, then he will have no City License to operate the Card Room at 408 O Street and this Lease shall be void unless the parties mutually amend the lease to extend it.

(b) **Extension of Term.** If Tenant desires an extension of the Term, Tenant shall provide written notice to Landlord no earlier than one hundred twenty (120) days and no later than sixty (60) days prior to the Expiration Date. Landlord, at its election in its sole discretion, may grant Tenant an extension of the Term and, upon such election, shall provide written notice (the "**Landlord Notice**") to Tenant, at least thirty (30) days prior to the Expiration Date, of the term, rent and other provisions under which Landlord

is willing to extend the Term. Within fifteen (15) days following Tenant's receipt of the Landlord Notice, Tenant may give Landlord written notice (the "Acceptance Notice") of acceptance of the terms of the extension set forth in the Landlord Notice, in which case the Term will be extended on the terms provided in the Landlord Notice and Landlord and Tenant shall enter into a separate written amendment to this Lease executed by Landlord and Tenant. If Tenant fails to so give an Acceptance Notice, this Lease shall terminate upon the Expiration Date.

(c) Holding Over. Tenant agrees to surrender the Premises to Landlord in accordance with the terms of this Lease on the Expiration Date. If Tenant remains in possession of the Premises after the expiration of the Term without Landlord's express written consent, Tenant's continued possession of the Premises shall be on the basis of a tenancy at sufferance. In addition, Tenant shall defend, indemnify and hold Landlord harmless from and against all claims, liability, damages, costs or expenses, including reasonable attorneys' fees and the costs of defending the same, incurred by Landlord and arising directly or indirectly from Tenant's failure to timely surrender the Premises, including: (i) any rent payable by or any loss, costs or damages, including lost profits, claimed by any prospective tenant of the Premises or any portion thereof, and (ii) Landlord's damages as a result of such prospective tenant's rescinding or refusing to enter into the prospective lease of the Premises or any portion thereof, because of Tenant's holding over.

(d) Termination. Landlord has the right to terminate the Lease with 12 months of advance notice to Tenant. Tenant has no right to terminate the Lease during the first 24 months of its Term, and then needs to provide 12 months advance notice of its intent to terminate the Lease.

3. Use; Compliance with Laws.

(a) The Premises are to be used by Tenant for the purpose of shared automobile parking by patrons and employees of Kelly's and for no other purpose: only 25 spaces from 6 a.m. to 6 p.m. Monday through Friday and the entire approximately 40 spaces available at other times. In connection with its use of the Premises, Tenant may make minor modifications to the Premises in order to accommodate access to the Premises by Tenant's patrons and customers if approved in advance in writing by the City's Public Works Director/City Engineer.

(b) Tenant agrees that its use of the Premises will at all times be in compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Premises.

(c) Environmental Compliance. Tenant represents, warrants and covenants to Landlord that Tenant shall at no time use, or permit the Premises to be used by anyone under Tenant's control, in violation of any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under or about the Premises, including, but not limited to, air quality, soil and surface and subsurface water conditions.

Tenant shall assume sole and full responsibility and cost to remedy any such violations caused by Tenant or anyone under Tenant's control that may affect the Premises so long as the violations are not directly caused by Landlord and/or its successors and assigns. Tenant further represents, warrants and covenants to Landlord that Tenant shall at no time, generate, store or dispose of or allow or permit any third party under Tenant's control to use, generate, store or dispose of on, under or about the Premises, or transport to or from the Premises, any hazardous wastes, toxic substances or related materials ("Hazardous Materials") except for those Hazardous Materials which are customarily found in households (such as aerosol cans containing insecticides, toner for copies, paints, paint remover, and cigarettes). Tenant represents, warrants and covenants that it shall provide Landlord with written notification immediately upon (i) the discovery or notice by Tenant, its successors, assigns, licensees, invitees, employees or agents or any other third party, that any representation or warranty of Tenant under this paragraph is inaccurate, incomplete, or untrue in any way, or (ii) any failure to fully and completely perform any covenant of Tenant under this paragraph.

(d) No Warranties. Tenant agrees that it takes the Premises "AS-IS". Tenant expressly waives all implied warranties including implied warranties of merchantability and fitness, if any. Tenant understands and acknowledges that the Premises may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil and water conditions and similar occurrences that may alter its condition or affect its suitability for any proposed use. Landlord shall have no responsibility or liability with respect to any such occurrence. Tenant represents and warrants that it is acting, and will act only, upon information obtained by it directly from its own inspection of the Premises.

(e) Tenant shall permit Landlord's employees and contractors to enter upon the Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

4. **Rent.** Tenant shall pay an annual rent in no more than quarterly installments in advance for the use of the Premises during the entire Term in addition to all (i) taxes (including but not limited to possessory interest taxes), assessments (whether general, special, ordinary or extraordinary) of every kind imposed or which relate in any way to the Premises and Tenant's use of the Premises, and (ii) costs and expenses incurred by Tenant to use the Premises for parking purposes, including, without limitation, fire protection, telephone service, heating, air conditioning, sewer service, waste removal and other utilities and services supplied to or consumed in or upon the Premises during the Term. The rent for the first year shall be \$15,000, which is due in full upon execution of this Agreement and is nonrefundable. Rent for the subsequent years shall increase by \$2500 each year with the payment due on the Commencement Date or one year after the execution of this Agreement, whichever occurs first.

5. **Shared Use.**

(a) Tenant, at its sole cost and expense, agrees promptly to install signage at the Premises alerting Tenant's customers and employees at Kelly's that they are parking their vehicles at their own risk and that parking is for customer convenience only and is offered only temporarily. The signage shall also indicate that identified spaces are reserved for the City of Antioch from 6 a.m. to 6 p.m. Monday through Friday and any cars in those spaces at such times will be towed by Tenant. Tenant, at its sole cost and expense, agrees to maintain all such signage in good condition and repair.

(b) Tenant shall ensure that by 5:00 a.m. each morning Monday through Friday that the City identified spaces are available and to make arrangements with a tow company to have cars towed that may be parking in those spaces if Tenant can't identify the vehicle owner or the owner is unwilling or unable to move the vehicle. Any towing or related costs shall be borne by Tenant or the vehicle owners.

6. **Lighting.** During the Term, Tenant shall install lighting to the City's standard induction lighting and keep the Premises well lighted during all evening/night hours of operation of Kelly's.

7. **Security Guard Services.** Tenant shall employ security guard services in connection with Kelly's and such services will also be provided to the Premises such that there will be monitoring and patrolling of the Premises on a regular basis when the card room at Kelly's is operating pursuant to the Security and Operations Plan to be presented to the Police Chief annually for approval.

8. **Valet Parking.** Tenant shall make available valet parking to patrons of Kelly's starting at 6:00 p.m. until closing and Friday and Saturday, every day preceding a federal holiday, and every day when Applicant has a special event or tournament. Vehicles parked by the valet service attendants may be parked on-site at Kelly's, at 408 O Street, Antioch, California or the Premises. At no time shall vehicles be parked or stored in the public right of way.

9. **Landscaping.** Tenant shall install and maintain landscaping including plants on both sides of the entry driveway to the Premises and the front of the Shared Parking Lot, as approved by the Public Works Director/City Engineer and Community Development Director. Height of landscaping shall not exceed 30 inches as required by Antioch Municipal Code section 9-5.1602.

10. **Maintenance.** Tenant agrees that it will, at its sole cost and expense: (a) maintain the Premises in a clean and litter-free condition, (b) maintain in good condition the existing and required landscaping located on the Premises, (c) maintain the surfacing on the Premises, fencing, signage and the lighting; and (d) promptly (within 48 hours of discovery or reporting) remove any graffiti from the Premises. During the Term, Tenant shall arrange and pay for trash removal from the Premises. Each morning, Tenant shall inspect the Premises and remove all garbage and litter.

Prior to the Commencement Date, Premises shall be slurry sealed and striped at Tenant's expense, including the western portion of the Fifth Street right-of-way. Tenant shall also provide striping and red zones on O Street, as approved by the City Engineer. Tenant will arrange for the work to be done by a licensed, bonded and insured contractor paying prevailing wages. Tenant or his contractor shall obtain an encroachment permit from the City before commencing this work and will do all work to City standards.

Signage regarding the parking hours, valet service and parking enforcement shall be installed and maintained by Tenant. The signage shall include appropriate Municipal Code citations to allow enforcement.

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

A. General Liability, in the amount of \$2,000,000 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 of Antioch, 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 Tenant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers.

ii. The Tenant's insurance coverage shall be primary insurance with regard to the City of Antioch, its officers, officials, agents, employees and volunteers. Any insurance maintained by the City of Antioch, its officers, officials, agents, employees and volunteers shall be excess of Tenant'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 Landlord.

B. **Property Insurance.** The Tenant will also maintain property insurance covering personal property on the Premises with the exception of any City trailer, truck or vehicles parked on the Premises.

C. Worker's Compensation Insurance & Employer's Liability. Tenant shall also maintain Workers' Compensation Insurance as required by state law. Tenant 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 Landlord. At the option of the Landlord, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the Landlord, or the Tenant 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 Tenant's insurance shall apply separate 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. USER shall furnish to the Landlord certificates of insurance and endorsements as required by this clause.

12. **Indemnification.** Tenant agrees to indemnify, protect, defend and hold Landlord harmless from and against any and all claims, losses, liabilities, actions, judgments, costs and expenses (including attorneys' fees and costs) (collectively, "Claims") due to injury to or death of, or damage to the property arising out of or in any way connected to Tenant's use, maintenance and repair of Premises or performance of this Agreement. Negligent or criminal acts by members of the public at the Premises shall not be deemed to be the liability or responsibility of Landlord. The indemnity provision of this section shall survive the expiration or cancellation of this Lease.

13. **Utilities.** Landlord shall pay for all water and electricity at the Premises, unless due to negligence of the Tenant. Tenant shall pay, before delinquency, for all other utilities or services of any kind supplied to the Premises.

14. **Tenant's Property.** All trade fixtures, equipment and personal property of Tenant, if any, located at the Premises will remain the property of Tenant during the Term and may be removed by Tenant at any time. Upon expiration or termination of the Lease, these trade fixtures, equipment and personal property shall be removed from the Premises, unless Tenant is directed otherwise by the Director of Public Works. Tenant, at Tenant's cost and expense, must promptly repair all damage to the Premises occasioned by the removal of its trade fixtures, equipment and personal property.

15. **Default.** Upon the occurrence of a default by Tenant under this Lease, Landlord shall have the rights and remedies set forth in this Lease, in addition to any and all other

rights and remedies available to Landlord at law or in equity, including without limit those provided under California Civil Code Sections 1951.2 and 1951.4, as amended or recodified from time to time. Tenant will not be considered to be in default under this Lease unless (a) in the case of any obligation requiring the payment of money by Tenant to Landlord, Tenant fails to make such payment within the time specified in this Lease or otherwise within five (5) days following written notice from Landlord and (b) in the case of any other alleged default, Tenant fails to cure such default within thirty (30) days following written notice from Landlord, provided that if the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, Tenant shall have a reasonable time in which to cure such alleged breach or default.

16. **Surrender of Premises.** Upon the expiration or other termination of the Term, Tenant agrees to surrender possession of the Premises to Landlord in the same condition in which Tenant received the Premises, ordinary wear and tear and damage by casualty or the elements excepted, except as indicated in Section 14 above.

17. **Notices.** Except as otherwise provided, all notices required or permitted to be given under this Lease must be in writing and addressed to the parties at their respective notice addresses set forth below. Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) business days following deposit into the custody of the United States Postal Service. The notice addresses of the parties are as follows:

If to Landlord: City of Antioch
 PO Box 5007
 Antioch, California 94531
 Attention: City Manager

If to Tenant: Anthony Keslinke
 Kelly's Card Room
 2006 A Street
 Antioch, California 94509

18. **General.**

(a) The titles to the sections of this Lease are for convenience of reference only and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. Any exhibits attached to this Lease are, however, a part of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. In construing this Lease, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

(b) Any provision of this Lease that is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating, diminishing or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Lease.

(c) No term or provision of this Lease may be amended or modified, except by an instrument in writing signed by the parties to this Lease.

(d) This Lease and all exhibits attached to it constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (whether written or oral) with respect to that subject matter, except for land use approvals and licenses granted by the City regarding the operations of Kelly's.

(e) This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

(g) Tenant shall at all times keep the Premises free from any liens arising out of any work performed or allegedly performed, materials furnished or allegedly furnished or obligations incurred, by or for Tenant. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for mechanics', materialmen's or other liens in connection with any Improvements, repairs or any work performed or allegedly performed, materials furnished allegedly furnished or obligations incurred or allegedly incurred, by or for Tenant.

(h) Tenant shall not assign this Lease without the prior written consent of the City Manager. Any such assignment without consent shall be void and, at the option of Landlord, may terminate the Lease.

(i) No member, official or employee of Landlord shall be personally liable in the event of any default or breach of this Lease.

(j) Tenant agrees that its use of Property or this Agreement shall not entitle Tenant to any relocation benefits pursuant to federal, state or local law and waives any such claim against Landlord.

Executed as of the date first set forth above.

CITY OF ANTIOCH

ANTHONY KESLINKE

By: _____
James M. Jakel
City Manager

By: _____

Attest:

Arne Simonsen, City Clerk

Approved as to Form:

By: _____
Lynn Tracy Nerland, City Attorney

(signatures to be notartized)

Attachments:

EXHIBIT "A"

Depiction of the Premises

[To Be Attached]

