



Council Chambers  
200 H Street  
Antioch, CA 94509

Closed Session - 5:30 P.M.  
Regular Meeting - 7:00 P.M.

# ANNOTATED AGENDA

for

October 13, 2015

Antioch City Council  
Regular Meeting

**Wade Harper**, Mayor

**Lori Ogorchock**, Mayor Pro Tem

**Mary Helen Rocha**, Council Member

**Tony Tiscareno**, Council Member

**Monica E. Wilson**, Council Member

**Arne Simonsen**, City Clerk

**Donna Conley**, City Treasurer

**Steven Duran**, City Manager

**Derek Cole**, Interim City Attorney

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

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**Notice of Availability of Reports**

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

**Notice of Opportunity to Address Council**

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

**5:30 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members – *Council Members Wilson, Ogorchock, Tiscareno and Mayor Harper (Council Member Rocha arrived at 7:07 p.m.)***

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

**CLOSED SESSIONS:**

**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 organization: Public Employees Union Local 1.  
*Direction given to Labor Negotiators*

**2) PUBLIC EMPLOYMENT APPOINTMENT: City Attorney**– This Closed Session is authorized by California Government Code section 54957. Agency Designated Representative: City Manager, Administrative Services Director, and Phil McKenney of Peckham & McKenney regarding the recruitment and appointment of a City Attorney.  
*Direction given to Recruiter*

**3) CONFERENCE WITH LEGAL COUNSEL** – Anticipated Litigation pursuant to California Government Code section 54956.9 (d)(2): one case  
*Received legal advice and update*

**7:02 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *Council Members Wilson, Ogorchock, Tiscareno and Mayor Harper (Council Member Rocha arrived at 7:07 p.m.)***

**PLEDGE OF ALLEGIANCE**

**1. PROCLAMATIONS**

- 17<sup>th</sup> Annual Delta Blues Festival, September 19, 2015
- Freedom from Workplace Bullies Week, October 18 – 24, 2015

STAFF REPORT

STAFF REPORT

*Approved, 4/0*

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

**7:07 P.M. *Council Member Rocha arrived***

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

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

**CITY COUNCIL COMMITTEE REPORTS**

**MAYOR’S COMMENTS**

**PRESENTATIONS** – *California State Senator Steve Glazer*

– *2015 Sister City Trip to Japan and 2016 Delegation Coming to Antioch, presented by Dr. Sean Wright*

– *Code Enforcement and Homeless Update, presented by Ryan Graham and Teri House*

PRESENTATIONS

**2. CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MINUTES FOR SEPTEMBER 22, 2015**

**Approved, 5/0**

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

MINUTES

**B. APPROVAL OF COUNCIL WARRANTS**

**Approved, 5/0**

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

STAFF REPORT

**C. REJECTION OF CLAIM**

1. Mesha Crittle & Myles Hamlin

**Rejected, 5/0**

Recommended Action: It is recommended that the City Council reject the claim of Mesha Crittle and Myles Hamlin that was received on September 2, 2015, and again on September 4, 2015.

STAFF REPORT

**D. CONDUCTED ELECTRICAL WEAPON REPLACEMENT PURCHASE**

**Approved, 5/0**

Recommended Action: It is recommended that the City Council authorize the purchase of eighty five (85) X26P Conducted Electrical Weapons (CEW) for police personnel from Pro Force Law Enforcement, Prescott, AZ in the amount of \$102,491.61. Pro Force Law Enforcement is a sole source distributor of Taser International products in California.

STAFF REPORT

**CONSENT CALENDAR – Continued**

- E. RESOLUTION APPROVING OBTAINING FBI LEVEL FINGERPRINT CLEARANCE FOR EMPLOYMENT APPLICANTS**

**Reso No. 2015/73 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution approving obtaining FBI level fingerprint clearance for employment applicants.

STAFF REPORT

- F. RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL 3 FOR THE PERIOD OF OCTOBER 1, 2014 - SEPTEMBER 30, 2016, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU, AND AUTHORIZING THE FINANCE DIRECTOR TO ADJUST THE FY 2015/16 BUDGET**

**Reso No. 2015/74 adopted, 5/0**

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

- 1) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Operating Engineers Local 3; and
- 2) Authorizing the City Manager to execute the MOU; and
- 3) Authorizing the Finance Director to make any necessary adjustments to the FY 2015/16 budget to implement the provisions of the MOU.

STAFF REPORT

- G. FINAL ACCEPTANCE OF THE ANTIOCH MARINA BOAT LAUNCH FACILITY, THIRD BOARDING FLOAT (P.W. 523-16B)**

**Reso No. 2015/75 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion.

STAFF REPORT

- H. FINAL ACCEPTANCE OF THE PIPING RECONFIGURATION OF CANAL PUMPS 2 AND 4 AND PUMP 2 REPLACEMENT (P.W. 246-26)**

**Reso No. 2015/76 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Director of Finance to increase the existing contract with Con-Quest Contracting, Inc. for this project in the amount of \$14,293 for a total of \$520,293, accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion.

STAFF REPORT

- I. CONSULTANT SERVICE AGREEMENT FOR THE WATER TREATMENT PLANT ELECTRICAL UPGRADES (P.W. 246-25)**

**Approved, 5/0**

Recommended Action: It is recommended that the City Council approve the proposal and authorize the City Manager to sign an agreement with TJC and Associates, Inc. for engineering services related to the Water Treatment Plant Electrical Upgrades project in the amount of \$178,318.

STAFF REPORT



**CONSENT CALENDAR – Continued**

- J. CONSULTANT SERVICE AGREEMENT FOR THE 2015 URBAN WATER MANAGEMENT PLAN (P.W. 340-12) AND WATERSHED SANITARY SURVEY (P.W. 340-13)

**Approved, 5/0**

Recommended Action: It is recommended that the City Council approve the proposal and authorize the City Manager to sign an agreement with West Yost Associates for consulting services related to the development of the 2015 Urban Water Management Plan and the Watershed Sanitary Survey, in the amount of \$100,000.

STAFF REPORT

**PUBLIC HEARING**

3. APPEAL OF PLANNING COMMISSION APPROVAL OF USE PERMIT 15-09 FOR A PRIVATE SCHOOL AT 1700 AUTO CENTER DRIVE

**Reso No. 2015/77 adopted to Uphold appeal, 4/1-T**

Recommended Action: It is recommended that the City Council consider the appeal of the Planning Commission to approve the Use Permit for a private school at 1700 Auto Center Drive and either:

(A) Deny the appeal and uphold the Planning Commission approval of a Use Permit for a private school at 1700 Auto Center Drive; or

(B) Uphold the appeal, overturn the Planning Commission approval of a Use Permit for a private school at 1700 Auto Center Drive, and deny a Use Permit for a private school at 1700 Auto Center Drive.

STAFF REPORT

**COUNCIL REGULAR AGENDA**

4. UPDATE ON MEASURE C REVENUE FOR FY 2014/15 AND FY 2015/16, AND ADOPTING A RESOLUTION INCREASING MEASURE C REVENUE IN THE FY 2014/15 BUDGET

**Reso No. 2015/78 adopted, 5/0**

Recommended Action: It is recommended that the City Council:

1) Adopt a resolution increasing the budgeted Measure C revenue for FY 2014/15 by \$1,093,894, to a total of \$5,583,641; and

2) Receive this report and provide direction to staff regarding FY 2015/16

STAFF REPORT

5. CONSIDERATION OF THE DELTA BLUES FESTIVAL AS A CITY SPONSORED SPECIAL EVENT

**Approved the Delta Blues Festival as a City sponsored Special Event, 5/0**

Recommended Action: It is recommended that the City Council consider including The Delta Blues Festival as a City sponsored Special Event and provide direction to staff.

STAFF REPORT

**COUNCIL REGULAR AGENDA – Continued**

**6. EAST COUNTY FAMILY JUSTICE CENTER**

***Direction to staff to draft a resolution, 5/0***

Recommended Action: It is recommended that the City Council discuss a proposed “Family Justice Center” for east Contra Costa County and direct staff regarding working with County Supervisors, County staff and other east county cities toward the establishment of a Family Justice Center in east Contra Costa County. This item was requested by Mayor Pro Tem Ogorchock.

STAFF REPORT

**PUBLIC COMMENT**

**STAFF COMMUNICATIONS**

**COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS** – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

**ADJOURNMENT – 9:52 p.m.**



**17<sup>TH</sup> DELTA BLUES FESTIVAL  
SEPTEMBER 19, 2015**

**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 2015 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, WADE HARPER, Mayor of the City of Antioch, do hereby proclaim the "DELTA BLUES FESTIVAL" as a signature event for the Antioch Community, and I call upon all citizens and civic organizations to recognize and thank the volunteers and sponsors of the Delta Blues Festival that took place in Waldie Plaza along the San Joaquin River in the Antioch Historic District on Saturday, September 19, 2015.**

**OCTOBER 13, 2015**

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**WADE HARPER, Mayor**

**1.01  
10-13-15**



**FREEDOM FROM WORKPLACE BULLIES WEEK**  
**OCTOBER 18 – 24, 2015**

**WHEREAS,**

*The City of Antioch has an interest in promoting the social and economic well-being of its employees and citizens; and*

**WHEREAS,**

*That well-being depends upon the existence of healthy and productive employees working in safe and abuse-free environments; and*

**WHEREAS,**

*Research has documented the stress-related health consequences for individuals caused by exposure to abusive work environments; and*

**WHEREAS,**

*Abusive work environments are costly to employers with consequences including reduced productivity, absenteeism, turnover, employee dissatisfaction, and injuries; and*

**WHEREAS,**

*Protection from abusive work environments should apply to every worker, and not limited to legally protected class status based only on race, color, gender, national origin, age, or disability.*

**NOW, THEREFORE, I, WADE HARPER, Mayor of the City of Antioch, do hereby proclaim October 18 – 24, 2015 as “FREEDOM FROM WORKPLACE BULLIES WEEK” and commend the California Healthy Workplace Advocates and the Workplace Bullying Institute, which raise awareness of the impacts of, and solutions for, workplace bullying in California and the U.S.; and encourages all citizens to recognize this special observance.**

**OCTOBER 13, 2015**

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**WADE HARPER, Mayor**

**1.02**  
**10-13-15**



Verne and Emogene Roberts and others  
in Japan (circa 1965)

# Antioch-Chichibu Japan Sister City Organization

Established 1967



**The City of Chichibu Japan is  
approximately 150 miles  
west of Tokyo**



# Beginnings

- The first delegation from Antioch to Chichibu visited in 1969.
- Antioch and Chichibu are ideal sister cities because they both:
  - Are near a major metro area (San Francisco and Tokyo)
  - Had manufacturing plants at that time
  - Are adjacent to a river
  - Were of similar size





# How it Works: Home-Stay

Each year, delegates from one city visit the other city, staying in the houses of the program participants.



Chichibu Park in Antioch, 2014



Antioch Park in Chichibu, 2015





With the exception of 2011 when the earthquake and tsunami disrupted life in Japan, delegations have visited the each other's city every year since 1969.



Mayor Wade Harper welcomes Mr. Ikeda Katsuo (head of Sister City Program in Chichibu) July 2014



Mayor Kuniyasu Kuki welcomes Council Member Monica Wilson July 2015



Delegates participate in (not just observe) traditional celebrations in Chichibu.



Delegates prepare for Summer Festival



Festival Parade Assembles





Home-stay allows delegates to experience a small part of life in Japan.



Sample Delegate Sleeping Quarters (Futon on Tatami)



Breakfast



Member of Host Family Practicing Calligraphy



# Next Delegation from Chichibu: July 2016



Delegates at Mt. Diablo

**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.**

**September 22, 2015  
Council Chambers**

**6:00 P.M. - CLOSED SESSION**

1. **PUBLIC EMPLOYMENT APPOINTMENT:** City Attorney– This Closed Session is authorized by California Government Code section 54957. Agency Designated Representative: City Manager, Administrative Services Director, and Phil McKenney of Peckham & McKenney regarding the recruitment and appointment of a City Attorney.
2. **CONFERENCE WITH LEGAL COUNSEL –** Existing Litigation pursuant to California Government Code §54956.9 (d)(1): In re B.G., Contra Costa Superior Court Case No. J12-01395.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYMENT APPOINTMENT**, Direction was given; and, **#2 CONFERENCE WITH LEGAL COUNSEL**, Direction was given.

Mayor Pro Tem Ogorchock called the meeting to order at 7:00 P.M., and Minutes Clerk Eiden called the roll.

Present: Council Members Wilson, Tiscareno, Rocha, Mayor Pro Tem Ogorchock  
Absent: Mayor Harper

**PLEDGE OF ALLEGIANCE**

Councilmember Rocha led the Council and audience in the Pledge of Allegiance.

**1. PROCLAMATIONS**

- *60th Anniversary Celebration of Fr. Francisco Vicente's Dominican Priesthood*
- *Constitution Week, September 17 – 23, 2015*

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

Councilmember Tiscareno commented he had experienced Mass with Fr. Vicente and thanked him for everything he had accomplished.

The City Council presented Father Francisco Vicente with the proclamation.

Mayor Pro Tem Ogorchock read the proclamation for Constitution Week.



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

Jim Lanter and Wayne Harrison announced Celebrate Antioch Foundation, Rivertown Jamboree, and the downtown merchants were holding a Car Show from 10:00 A.M. – 3:00 P.M. on October 17, 2015 on 2<sup>nd</sup> Street.

Martha Ely Goralka, Antioch resident, recognized Mayor Harper for supporting and attending the Antioch Schools Education Foundation. On behalf of the Elderly Wish Foundation, she announced a reception fundraiser would be held from 5:30 P.M. - 7:30 P.M. at Cypress Meadows Assisted Living and she had tickets available for anyone wishing to attend.

Fred Hoskins, Antioch resident, announced the Antioch Historical Society Fall Dinner would begin at 5:30 P.M. on October 22, 2015 at the Antioch Historical Society and he invited the City Council to participate.

Mayor Pro Tem Ogorchock announced the Out of the Darkness Community Walk for suicide prevention would be held 10:00 A.M. – 12:00 P.M. on October 10, 2015 at Cypress Grove Park in Oakley and a Health Fair would be held at 9:00 A.M. on September 25, 2015 at the Antioch Senior Center.

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

Mayor Pro Tem Ogorchock announced the following Board and Commission openings:

- *Sales Tax Oversight Committee: deadline date is September 25, 2015*
- *Planning Commission: deadline date is October 9, 2015*

## **PUBLIC COMMENTS**

Chloe Reynolds, John Reynolds, Sandra Kelly, Camden Thompson, Wayne Harrison representing Celebrate Antioch Foundation, Bari Costello, Elizabeth Rimbault, Joy Motts representing Celebrate Antioch Foundation, Stephanie Sterling, Lucy Meinhardt speaking on behalf of Gabby Agpoua, Carol Kuhn, Rebecca Lanier, Connie Komar, Roy Frazier, Carole Harrison representing Celebrate Antioch Foundation, Frank Sterling, Kathryn Fitzpatrick, Jody Mattison, Jim Lanter, Earlene Lanter, Rachel Motts, Anna Vela, Cindi Harrington, Brenda Aragon, Louise Green, Christina Fitzgerald, Gary Reimen, Kathi Rodriquez Jackson, Rick Stadtlander representing Citizens for Responsible Antioch Waterfront Design and Development (CRAWDAD), Tina Curcio and Lee Ballesteros representing "Save The Yard", spoke in support of removing the Beede Lumber Yard parcel from consideration for housing development and preserving it for the creation of park and event center.

Ken Turnage II requested the City Council agendize a discussion for increasing the staffing levels of Community Service and Code Enforcement Officers.

Fred Hoskins, Antioch resident, expressed concern the Celebrate Antioch Foundation had no experience in raising money and the City would be responsible for expenses associated with operating and maintaining an event center/park facility on the Beede Lumber Yard parcel.

Mayor Pro Tem Ogorchock read written comments from the following individuals in support of a park/event center on the Beede Lumber Yard parcel; Christina Fitzgerald, Kim Stadlander, Edy Snyder, Susan Welch, Sean Sassen, Ernest Sierra, Paul Boyce, Lee Atkinson, Rebecca Corbett, Heather Hackett, Patricia Sevier, John Sevier, Joette Bright, Andrew & Erica Olander, Madelot Tremmel, Candance Prowlett, Megen Harrington, Maryjane Carsten, Charles Jorgensen, Debbie Blaisure, Beverly Knight, Toni Lincks, Rickie Curcio, John Brennan, Donald Bright, Shari Gayle, John Ireland, Mimi Kessler and Kelly Cobb.

**COUNCIL SUBCOMMITTEE REPORTS - None**

**MAYOR'S COMMENTS**

Mayor Pro Tem Ogorchock requested staff agendize a resolution to direct staff to work in collaboration with Supervisor Piepho's office to begin the process of bringing a Family Justice Center to Antioch. She announced she would be available to meet with residents from the community from 9:00 A.M. – 10:00 A.M., the second Saturday of every month, at a local coffee shop. She stated specific dates and times would be posted on her facebook page.

- 2. COUNCIL CONSENT CALENDAR *for City /City as Successor Agency/ Housing Successor to the Antioch Development Agency***
- A. APPROVAL OF COUNCIL MINUTES FOR AUGUST 25, 2015**
- B. APPROVAL OF COUNCIL MINUTES FOR SEPTEMBER 8, 2015**
- C. APPROVAL OF COUNCIL WARRANTS**
- D. APPROVAL OF TREASURER'S REPORT FOR AUGUST 2015**
- E. ORDINANCE NO. 2107 C-S AND ORDINANCE NO. 2108 C-S AVIANO PROJECT – GP-15-02, PD-14-01, PW-676, UP-14-05 (*Introduced on 09/08/15*)**
  - 1) Adopt the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC.**
  - 2) Adopt the Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).**
- F. RESOLUTION NO. 2015/70 FINAL ACCEPTANCE OF SIDEWALK AND PEDESTRIAN IMPROVEMENTS (P.W. 409-3)**

- G. **RESOLUTION NO. 2015/71 AUTHORIZING THE CITY OF ANTIOCH TO PARTICIPATE IN A MEMORANDUM OF UNDERSTANDING FOR A SHARED USE CABLE TELEVISION ACCESS CHANNEL**
- H. **RESOLUTION NO. 2015/72 APPROVING AMOUNTS FOR EMPLOYEE SERVICE AWARDS**

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

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

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

**Item H** – In response to Mayor Pro Tem Ogorchock, Administrative Services Director Fitzer clarified awards would be given out to a total of 88 employees and paid for out of the General Fund.

Mayor Pro Tem Ogorchock stated the employee awards were long overdue and she thanked staff for bringing the item forward.

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the City Council unanimously approved Item H.

**COUNCIL REGULAR AGENDA**

**3. EMERGENCY OPERATIONS PLAN UPDATE**

Consultant Lonnie Karste gave an overhead presentation and presented the staff report dated September 22, 2015 recommending the City Council approve the Emergency Operations Plan Update.

In response to Mayor Pro Tem Ogorchock, Lieutenant Vanderklugt explained quarterly meetings with Tri-Delta Transit, the Antioch Unified School District, and the Sherriff Department discussed contingency plans for the transportation.

In response to Councilmember Rocha, Lieutenant Vanderklugt explained community room at the Antioch Police Department would be the emergency operation center and they would work in conjunction with the Red Cross to designate sites for shelters when an event occurred.



Councilmember Tiscareno discussed the importance of including a ferry service for the purpose of emergency transportation and evacuations during a disaster.

On motion by Councilmember Wilson, seconded by Councilmember Tiscareno, the City Council unanimously approved the Emergency Operations Plan Update.

City Manager Duran stated he would meet with the Contra Costa Transportation Authority (CCTA) to emphasize the importance of ferry service in the City's emergency transportation plan.

**4. REVIEW OF UPDATED PREWETT PARK PROJECT CONCEPTUAL PLANS AND COST ESTIMATES FOR THE ACCESSIBLE SPRAY PARK AND PLAYGROUND; PROVIDE DIRECTION TO STAFF (P.W. 567-C4)**

Director of Parks and Recreation Kaiser and Project Manager/Consultant Lonnie Karste presented the staff report dated September 22, 2015 and gave an overhead presentation recommending the City Council review the updated Prewett Park project conceptual plans and cost estimates for the accessible Spray Park and Playground, and provide direction to staff.

The Council voiced their support for the revised designs for the Spray Park and Playground.

In response to Council, Mr. Karste explained that under the current design, there were significant contingencies and they were attempting to bring the project in within the available 89-1 funds.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously reviewed the updated Prewett Park project conceptual plans and cost estimates for the accessible Spray Park and Playground, and provided direction to staff.

**PUBLIC COMMENTS** - None

**STAFF COMMUNICATIONS** - None

**COUNCIL COMMUNICATIONS**

Councilmember Wilson reported on her attendance at the Police Activities League (PAL) Golf Tournament and Dinner, Stand Down on Delta, swearing-in ceremonies, Mary Allan Fellows Award ceremony, Tip-A-Cop, ribbon-cuttings, Coastal Cleanup, Delta Blues Festival, and Small Business Expo. She discussed the importance of staff and the City Council respecting public speakers at Council meetings.

Mayor Pro Tem Ogorchock and Councilmember Tiscareno agreed with Councilmember Wilson.

Councilmember Tiscareno reported on his attendance at the Police Activities League (PAL) Golf Tournament, Coastal Cleanup, and Stand Down on the Delta.

Councilmember Rocha thanked everyone who organized and participated in the Stand Down on the Delta Event.

Mayor Pro Tem Ogorchock reported on her attendance at the Stand Down on the Delta event, Mary Allan Fellows award ceremony, Coastal Cleanup event, and the Police Activities League (PAL) Golf Tournament. She thanked members of "Save the Yard" for their comments this evening.

In response to Mayor Pro Tem Ogorchock, City Manager Duran reported staff will bring Code Enforcement back on the October 13, 2015 City Council meeting.

**ADJOURNMENT**

With no further business, Mayor Pro Tem Ogorchock adjourned the meeting at 9:26 P.M. to the next regular Council meeting on October 13, 2015.

Respectfully submitted:

*Kitty Eiden*  
KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 SEPTEMBER 11 - OCTOBER 1, 2015  
 FUND/CHECK#

**100 General Fund**

**Non Departmental**

358603 UNITED STATES POSTAL SERVICE	MAILROOM POSTAGE	11,000.00
358712 PRASAD, STEVEN	BARRICADE DEPOSIT REFUND	60.00
358737 A AND M MENSWEAR	BUS LIC STATE FEE REFUND	1.00
358910 SOLAR CITY	CBSC FEE REFUND	51.95

**City Council**

358692 LOWES COMPANIES INC	SUPPLIES	9.56
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**City Attorney**

358504 BANK OF AMERICA	MEETING EXPENSE	151.21
358586 PECKHAM AND MCKENNEY	PROFESSIONAL SERVICES	2,864.34
358764 CONTINUING EDUCATION OF THE BAR	AUTOMATIC UPDATES	386.82
358767 COTA COLE ATTORNEYS LLP	LEGAL SERVICES	40,757.39

**City Manager**

358504 BANK OF AMERICA	MEETING EXPENSE	29.57
358538 DS WATERS OF AMERICA	WATER & SUPPLIES	120.24
358626 BANK OF AMERICA	SUPPLIES	224.89
358869 OFFICE MAX INC	OFFICE SUPPLIES	161.19

**City Clerk**

358543 EIDEN, KITTY J	TRANSCRIPTION SERVICES	1,922.50
358782 EIDEN, KITTY J	MINUTES CLERK	532.00
358869 OFFICE MAX INC	OFFICE SUPPLIES	221.14

**City Treasurer**

358796 GARDA CL WEST INC	ARMORED CAR PICK UP	10.44
358882 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,464.97

**Human Resources**

358564 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	206.50
358571 EMPLOYEE	EDUCATIONAL INCENTIVE	349.24
358578 EMPLOYEE	EDUCATIONAL INCENTIVE	800.00
358626 BANK OF AMERICA	RECRUITMENT EXPENSES	45.75
358649 CPS HUMAN RESOURCE SERVICES	PROFESSIONAL SERVICES	718.00
358674 IEDA INC	PROFESSIONAL SERVICES	4,035.84
358698 EMPLOYEE	EDUCATIONAL INCENTIVE	800.00
358708 OFFICE MAX INC	OFFICE SUPPLIES	92.24
358945 EMPLOYEE	EMPLOYEE RECOGNITION	300.00

**Economic Development**

358573 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	5,206.20
358748 BAY ALARM COMPANY	MARINA ALARM MONITORING	991.12

**Finance Administration**

358708 OFFICE MAX INC	OFFICE SUPPLIES	126.89
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**Finance Accounting**

358655 DIABLO LIVE SCAN	FINGERPRINTING	20.00
358723 STATE OF CALIFORNIA	FINGERPRINTING	32.00
925184 SUNGARD PUBLIC SECTOR INC	TRAINING	1,862.39
925348 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	20,856.25

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 SEPTEMBER 11 - OCTOBER 1, 2015  
 FUND/CHECK#

**Finance Operations**

358602 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.30
358728 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.30
358884 PROGRESSIVE SOLUTIONS INC	CONFERENCE-JOHNSEN	375.00

**Non Departmental**

358570 MECHANICAL INDUSTRIES INC	BUS LIC OVERPAYMENT REFUND	1,112.50
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	844,576.00
358607 VISALIA CERAMIC TILE INC	BUS LIC OVERPAYMENT REFUND	404.83
358623 ARBOR PROS	BUS LIC OVERPAYMENT REFUND	111.50
358682 KAISER, NANCY E	EXPENSE REIMBURSEMENT	346.26
358699 MENDOZA, JANET	LIABILITY CLAIM	5,432.54
358719 ROBLES, MARISSA	LIABILITY CLAIM	7,161.50
358725 SULLIVAN, NICHOLAS	LIABILITY CLAIM	659.44
358737 A AND M MENSWEAR	BUS LIC APP DENIAL REFUND	130.00
358771 DELTA DIABLO	GOLF COURSE WATER	10,001.70
358798 GPS SPECIALTY CONSTRUCTION INC	BUS LIC TAX FEE REFUND	100.00
358855 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	4,208.90
358899 ROBINS, MICHAEL	LIABILITY CLAIM	125.00
925272 RETIREE	PPPA	1,685.66

**Public Works Maintenance Administration**

358502 BANK OF AMERICA	SUPPLIES	36.45
358576 NEXTEL SPRINT	CELL PHONE	58.32
358708 OFFICE MAX INC	OFFICE SUPPLIES	10.86
358863 NEXTEL SPRINT	CELL PHONE	58.32

**Public Works General Maintenance Services**

358550 FRIGARD CHIROPRACTIC	DMV PHYSICAL	75.00
358662 FRIGARD CHIROPRACTIC	DMV PHYSICAL	75.00
358708 OFFICE MAX INC	OFFICE SUPPLIES	169.96
358792 FRIGARD CHIROPRACTIC	DMV PHYSICAL	75.00

**Public Works Street Maintenance**

358576 NEXTEL SPRINT	CELL PHONE	57.33
358708 OFFICE MAX INC	OFFICE SUPPLIES	157.42
358738 ACE HARDWARE, ANTIOCH	SUPPLIES	24.93
358745 APEX INDUSTRY SERVICE INC	RADIOS	820.40
358863 NEXTEL SPRINT	CELL PHONE	59.11
358915 STEWARTS TREE SERVICE INC	TREE SERVICES	1,800.00
358947 VERIZON WIRELESS	DATA USAGE	38.01
925175 GRAINGER INC	SUPPLIES	21.93
925202 3M AOSAFETY EYEWARE	SAFETY GLASSES	97.76
925259 GRAINGER INC	SUPPLIES	141.28

**Public Works-Signal/Street Lights**

358501 AT AND T MCI	PHONE	593.36
358584 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	757.24
358617 AMERICAN GREENPOWER USA INC	STREET LIGHTS	28,797.80
358941 WESCO RECEIVABLES CORP	STREET LIGHTS	21,019.95
925177 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,775.48

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925195 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,705.65
<b>Public Works-Striping/Signing</b>		
358502 BANK OF AMERICA	EQUIPMENT	301.45
358557 HAWKINS TRAFFIC	SIGN HARDWARE	1,125.05
358576 NEXTEL SPRINT	CELL PHONE	57.33
358597 T AND T PAVEMENT MARKINGS	SUPPLIES	351.36
358612 ACE HARDWARE, ANTIOCH	SUPPLIES	12.88
358663 FURBER SAW INC	EQUIPMENT	837.62
358668 HOME DEPOT, THE	THERMAL PAPER	30.11
358692 LOWES COMPANIES INC	SUPPLIES	398.32
358724 SUBURBAN PROPANE	PROPANE	496.38
358738 ACE HARDWARE, ANTIOCH	SUPPLIES	56.37
358745 APEX INDUSTRY SERVICE INC	RADIOS	820.40
358790 FLINT TRADING INC	SUPPLIES	336.19
358818 INTERSTATE SALES	SUPPLIES	429.19
358842 MANERI SIGN COMPANY	SIGNS	3,651.29
358843 MB COMPANIES INC	PRESSURE REGULATORS	269.80
358863 NEXTEL SPRINT	CELL PHONE	57.33
358896 ROADLINE PRODUCTS INC USA	EQUIPMENT	362.79
358947 VERIZON WIRELESS	DATA USAGE	38.01
925175 GRAINGER INC	SUPPLIES	607.60
925259 GRAINGER INC	SUPPLIES	141.27
<b>Public Works-Facilities Maintenance</b>		
358501 AT AND T MCI	PHONE	54.43
358658 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	160.00
358668 HOME DEPOT, THE	SMALL TOOLS	74.08
358669 HONEYWELL INTERNATIONAL INC	MAINTENANCE SUPPORT	13,075.50
358692 LOWES COMPANIES INC	SUPPLIES	24.87
358706 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	100.00
358750 BAY CITIES PYROTECTOR	FIRE SPRINKLER INSPECTION	370.00
358866 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	145.00
358869 OFFICE MAX INC	OFFICE SUPPLIES	27.26
358892 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	360.23
358930 TYLER SHAW DOORS	DOOR REPAIR	97.50
358947 VERIZON WIRELESS	DATA USAGE	38.01
925197 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,011.43
<b>Public Works-Parks Maint</b>		
358494 AMERICAN PLUMBING INC	VALVE REPAIR	532.20
358501 AT AND T MCI	PHONE	95.04
358537 DELTA FENCE CO	FENCE REPAIR	1,577.00
358584 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	681.46
358635 BSN SPORTS	PLAYGROUND BASKETBALL NETS	258.11
358678 IRRIGATION SYSTEM SERVICE	VALVE REPAIRS	287.50
358740 AMERICAN PLUMBING INC	PLUMBING SERVICES	177.70
358874 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	55,215.58
925281 JOHN DEERE LANDSCAPES PACHECO	SPRINKLERS	1,497.82

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**Public Works-Median/General Land**

358501 AT AND T MCI	PHONE	196.99
358560 HORIZON	IRRIGATION PARTS	267.05
358584 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	65.95
358591 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
358595 STEWARTS TREE SERVICE INC	TREE SERVICES	5,400.00
358612 ACE HARDWARE, ANTIOCH	PVC FITTINGS	21.95
358670 HORIZON	SEALS	504.13
358709 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,420.00
358722 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,736.00
358738 ACE HARDWARE, ANTIOCH	PVC FITTINGS	55.43
358813 HORIZON	REPAIR KITS	45.47
358875 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,055.00
358908 SILVA LANDSCAPE	LANDSCAPE SERVICES	684.00
358915 STEWARTS TREE SERVICE INC	TREE SERVICES	1,210.00
925178 JOHN DEERE LANDSCAPES PACHECO	SUPPLIES	788.88
925281 JOHN DEERE LANDSCAPES PACHECO	SUPPLIES	120.48

**Public Works-Work Alternative**

358576 NEXTEL SPRINT	CELL PHONE	50.32
358793 FURBER SAW INC	SUPPLIES	229.09
358863 NEXTEL SPRINT	CELL PHONE	50.32

**Police Administration**

358511 CONCORD UNIFORMS LLC	UNIFORMS	153.53
358512 CONTRA COSTA COUNTY	TUITION-LOWTHER	570.00
358516 CPOA FOUNDATION	TUITION-NISSEN	90.00
358517 CPOA FOUNDATION	TUITION-FUHRMANN	90.00
358518 CPOA FOUNDATION	TUITION-CASTILLO	90.00
358519 CPOA FOUNDATION	TUITION-BARAKOS	90.00
358520 CPOA FOUNDATION	TUITION-DEE	90.00
358521 CPOA FOUNDATION	TUITION-SCHNITZIUS	90.00
358522 CPOA FOUNDATION	TUITION-MORIN	90.00
358523 CPOA FOUNDATION	TUITION-PFEIFFER	90.00
358524 CPOA FOUNDATION	TUITION-STENGER	90.00
358525 CPOA FOUNDATION	TUITION-FORTNER	90.00
358526 CPOA FOUNDATION	TUITION-VANDERKLUGT	90.00
358527 CPOA FOUNDATION	TUITION-MORTIMER	90.00
358528 CPOA FOUNDATION	TUITION-MEADS	90.00
358529 CPOA FOUNDATION	TUITION-WISECARVER	90.00
358530 CPOA FOUNDATION	TUITION-MARTIN	90.00
358531 CPOA FOUNDATION	TUITION-BITTNER	90.00
358532 CPOA FOUNDATION	TUITION-SMITH	90.00
358533 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	175.00
358549 FORTNER, JOHN C	TRAINING PER DIEM	153.00
358551 GALLS INC	SUPPLIES	298.49
358568 LOWTHER, GARY M	MEAL ALLOWANCE	37.50
358592 SILVER LEGACY	LODGING-WISECARVER	208.76

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358593 SILVER LEGACY	LODGING-FORTNER	208.76
358599 THE SAFARILAND GROUP	TUITION-WISECARVER	197.50
358600 THE SAFARILAND GROUP	TUITION-FORTNER	197.50
358602 UNITED PARCEL SERVICE	SHIPPING	33.63
358610 WISECARVER JR, JIMMY R	TRAINING PER DIEM	153.00
358614 ACOSTA, ARTHUR J	MILEAGE REIMBURSEMENT	70.36
358616 ALL PRO PRINTING SOLUTIONS	PRINTING SERVICE	1,075.57
358624 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	175.00
358625 ASR - BRICKER MINCOLA	UNIFORMS	1,227.00
358627 BANK OF AMERICA	TUITION	3,200.29
358628 BANK OF AMERICA	PATCHES	1,881.16
358632 BITTNER, DESMOND D	LODGING	548.56
358633 BITTNER, DESMOND D	MILEAGE REIMBURSEMENT	84.93
358634 BITTNER, DESMOND D	TRAINING PER DIEM	284.00
358640 COMCAST	CABLE SERVICE	26.04
358645 CONTRA COSTA COUNTY	ANNUAL FEE	10,310.00
358648 CORTEZ, ANA E	EXPENSE REIMBURSEMENT	59.99
358652 CSI FORENSIC SUPPLY	SUPPLIES	479.48
358664 GALLS INC	SUPPLIES	109.55
358673 IBS OF TRI VALLEY	BATTERIES	425.09
358684 KIRBY POLYGRAPH & INVESTIGATIVE SVCS	POLYGRAPH EXAMINATIONS	3,900.00
358688 LAW OFFICES OF JONES AND MAYER	LEGAL SERVICES	4,497.78
358694 MARRIOTT HOTEL	LODGING-MEADS	548.56
358695 MC MANUS, ERIC A	EXPENSE REIMBURSEMENT	313.22
358696 MEADS, ROBERT P	TRAINING PER DIEM	284.00
358705 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	330.64
358715 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
358723 STATE OF CALIFORNIA	FINGERPRINTING	484.00
358728 UNITED PARCEL SERVICE	SHIPPING	4.91
358741 AMERICAN RIVER COLLEGE	TUITION-PETERSON	117.00
358742 AMERICAN RIVER COLLEGE	TUITION-LADUE	88.00
358746 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	90.00
358754 BITTNER, DESMOND D	TRAINING PER DIEM	122.00
358756 BROGDON, CASEY AMON	TRAINING PER DIEM	330.00
358783 EMBASSY SUITES	LODGING-MAGANA	851.16
358784 EMBASSY SUITES	LODGING-BROGDON	851.16
358785 EMBASSY SUITES	LODGING-TORRES	851.16
358801 HAMPTON INN	LODGING-PETERSON	325.07
358805 HILTON	LODGING-LADUE	759.34
358806 HILTON	LODGING-MOREFIELD	759.34
358807 HOLIDAY INN	LODGING-MCMANUS	253.12
358808 HOLIDAY INN	LODGING-BITTNER	255.36
358809 HOLIDAY INN	LODGING-LOWTHER	601.92
358810 HOLIDAY INN	LODGING-MCMANUS	601.92
358811 HOLIDAY INN	LODGING-MEADS	511.90
358812 HOLIDAY INN	LODGING-LOWTHER	253.12

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358826 LADUE, DONALD	TRAINING PER DIEM	183.00
358828 LC ACTION POLICE SUPPLY	EQUIPMENT	424.29
358835 LIONS GATE HOTEL	LODGING-LADUE	325.05
358838 LOWTHER, GARY M	TRAINING PER DIEM	132.00
358839 LOWTHER, GARY M	TRAINING PER DIEM	244.00
358841 MAGANA, JOSEPH J	TRAINING PER DIEM	330.00
358844 MC MANUS, ERIC A	TRAINING PER DIEM	244.00
358845 MC MANUS, ERIC A	TRAINING PER DIEM	132.00
358848 MEADS, ROBERT P	TRAINING PER DIEM	280.00
358857 NAPA VALLEY COLLEGE	TUITION-EVANS	305.00
358858 NAPA VALLEY COLLEGE	TUITION-BROGDON	305.00
358859 NAPA VALLEY COLLEGE	TUITION-KINT	305.00
358860 NAPA VALLEY COLLEGE	TUITION-TORRES	305.00
358861 NAPA VALLEY COLLEGE	TUITION-MAGANA	305.00
358864 NEXTEL SPRINT	CELL PHONE EQUIPMENT	168.33
358880 PETERSON, SAMANTHA GENOVEVA	TRAINING PER DIEM	305.00
358881 PETERSON, SAMANTHA GENOVEVA	TRAINING PER DIEM	183.00
358887 PUBLIC SAFETY TRAINING INSTITUTE	TUITION-WISECARVER	75.00
358888 PUBLIC SAFETY TRAINING INSTITUTE	TUITION-FORTNER	75.00
358889 PUBLIC SAFETY TRAINING INSTITUTE	TUITION-BITTNER	75.00
358890 PUBLIC SAFETY TRAINING INSTITUTE	TUITION-MOREFIELD	75.00
358904 SANTA ROSA JR COLLEGE	TUITION-PETERSON	66.00
358917 SUMMERS, MATHEW V	EXPENSE REIMBURSEMENT	40.00
358919 THIRD DEGREE COMMUNICATIONS	TUITION-MEADS	225.00
358922 TORRES, MARCOS ANGEL	TRAINING PER DIEM	330.00
358924 TRAINING FOR SAFETY INCORPORATED	TUITION-COLLEY	109.00
358925 TRAINING FOR SAFETY INCORPORATED	TUITION-CLONINGER	109.00
925175 GRAINGER INC	SUPPLIES	228.90
925180 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	250.87
925189 COMPUTERLAND	COMPUTER EQUIPMENT	472.54
925196 IMAGE SALES INC	ID CARDS	75.79
925199 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	107.43
925304 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	104.91
<b>Police Community Policing</b>		
358627 BANK OF AMERICA	SAFETY EQUIPMENT	763.83
358628 BANK OF AMERICA	SUPPLIES	2,128.77
358636 CLEMENTI, MARK A	PSYCHOLOGICAL EXAM	1,875.00
358642 COMMERCIAL SUPPORT SERVICES	CAR WASHES	672.00
358651 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	250.00
358700 MOORE K9 SERVICES	K9 TRAINING	800.00
358707 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT MEDICAL	1,807.50
358862 NATIONAL AUTO FLEET GROUP	CHEVROLET CARGO VAN	32,079.14
358867 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT EXAMS	829.50
358885 PERS	PAYROLL DEDUCTIONS	542.61
925276 HUBB SYSTEMS LLC DATA 911	COMPUTER EQUIPMENT	371.07

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**Police Investigations**

358577 NEXTEL SPRINT	CELL PHONE EQUIPMENT	245.32
358646 CONTRA COSTA COUNTY	LAB TESTING	25,147.50
358654 DEE, KRISTOPHER M	FUEL REIMBURSEMENT	42.75
358690 LOS ANGELES CO AUDITOR CONTROLLER	KIT ANALYSIS	515.00
358731 VANDERPOOL, JASON C	FUEL REIMBURSEMENT	30.00

**Police Communications**

358495 AMERICAN TOWER CORPORATION	TOWER RENTAL	100.00
358501 AT AND T MCI	PHONE	1,260.04
358606 VERIZON WIRELESS	WIRELESS SERVICE	76.02
358644 CONTRA COSTA COUNTY	TELECOMMUNICATIONS SERVICES	240.00
358876 PACIFIC TELEMANAGEMENT SERVICES	LOBBY PAY PHONE	156.00
925173 COMPUTERLAND	EQUIPMENT	4,826.08

**Office Of Emergency Management**

358501 AT AND T MCI	PHONE	365.31
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**Police Community Volunteers**

358689 LEVOC	CONFERENCE DUES	525.00
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**Police Facilities Maintenance**

358501 AT AND T MCI	PHONE	333.08
358577 NEXTEL SPRINT	CELL PHONE	3,446.18
358613 ACME SECURITY SYSTEMS	CARD READER REPAIR	547.45
358650 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	1,184.72
358658 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	80.00
358669 HONEYWELL INTERNATIONAL INC	MAINTENANCE SUPPORT	7,233.00
358692 LOWES COMPANIES INC	SUPPLIES	242.91
358693 M AND L OVERHEAD DOORS	GATE REPAIR	225.00
358706 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	165.00
358750 BAY CITIES PYROTECTOR	FIRE SPRINKLER INSPECTION	370.00
358864 NEXTEL SPRINT	CELL PHONE	3,307.95
358892 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	311.38
358930 TYLER SHAW DOORS	DOOR REPAIR	130.00
925170 CDW GOVERNMENT INC	EQUIPMENT	2,035.16
925197 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,561.33

**Community Development Land Planning Services**

358626 BANK OF AMERICA	ADVERTISING	150.00
358629 BAY AREA NEWS GROUP	LEGAL AD	297.00
358656 DIGITAL GEAR	ADVERTISEMENT	70.00
358836 LOEWKE PLANNING ASSOCIATES	CONSULTING SERVICES	15,248.90
358935 VERIZON WIRELESS	WIRELESS CONNECTION	38.01

**CD Code Enforcement**

358576 NEXTEL SPRINT	CELL PHONE	128.61
358692 LOWES COMPANIES INC	SUPPLIES	138.08
358794 GALLEGOS, JEFFREY R	EXPENSE REIMBURSEMENT	160.42
358821 K2GC	ABATEMENT SERVICE	5,134.12
358837 LOPEZ, TAYLOR M	EXPENSE REIMBURSEMENT	139.29
358863 NEXTEL SPRINT	CELL PHONE	128.85

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358935 VERIZON WIRELESS	WIRELESS CONNECTION	152.04
<b>PW Engineer Land Development</b>		
358501 AT AND T MCI	PHONE	35.68
358502 BANK OF AMERICA	SUPPLIES	591.57
358576 NEXTEL SPRINT	CELL PHONE	170.89
358863 NEXTEL SPRINT	CELL PHONE	170.89
<b>Community Development Building Inspection</b>		
358576 NEXTEL SPRINT	CELL PHONE	62.83
358579 OFFICE MAX INC	OFFICE SUPPLIES	56.66
358708 OFFICE MAX INC	OFFICE SUPPLIES	5.70
358863 NEXTEL SPRINT	CELL PHONE	63.62
358910 SOLAR CITY	INSPECTION FEE REFUND	1,625.76
925202 3M AOSAFETY EYEWARE	SAFETY GLASSES	284.16
<b>Community Development Engineering Services</b>		
358576 NEXTEL SPRINT	CELL PHONE	58.32
358579 OFFICE MAX INC	OFFICE SUPPLIES	281.97
358863 NEXTEL SPRINT	CELL PHONE	58.32
<b>212 CDBG Fund</b>		
<b>CDBG</b>		
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	337.00
925275 HOUSE, TERI	CONSULTING SERVICES	7,491.25
<b>213 Gas Tax Fund</b>		
<b>Streets</b>		
358584 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	391.00
925169 AMERICAN PAVEMENT SYSTEMS INC	2015 PAVEMENT PROJECT	402,009.30
925179 MCK SERVICES INC	CAVALLO ROAD/COUNTRY HILLS	134,137.64
925198 MCK SERVICES INC	PAVEMENT PROJECT	34,225.72
925201 PARSONS BRINCKERHOFF INC	PROFESSIONAL SERVICES	15,332.37
925300 MCK SERVICES INC	PAVEMENT PROJECT	111,037.85
<b>214 Animal Control Fund</b>		
<b>Non Departmental</b>		
358548 FIX OUR FERALS	VETERINARY SERVICES	650.00
358661 FIX OUR FERALS	VETERINARY SERVICES	1,035.00
<b>Animal Control</b>		
358540 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,819.67
358542 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	9,548.55
358554 GOVE, KENNETH J G	EXPENSE REIMBURSEMENT	225.01
358558 HILLS PET NUTRITION	ANIMAL FOOD	1,188.07
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	14,222.00
358574 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,422.51
358577 NEXTEL SPRINT	CELL PHONE	298.17
358590 SAGE CENTERS FOR VETERINARY	VETERINARY SERVICES	218.00
358611 ZOETIS LLC	SUPPLIES	260.40
358667 HILLS PET NUTRITION	ANIMAL FOOD	499.66
358677 INTERVET INC	SUPPLIES	3,996.00
358686 KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICES	1,850.00

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358751 BAYER HEALTH CARE	ANIMAL MEDICAL SUPPLIES	99.42
358781 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	283.19
358804 HILLS PET NUTRITION	ANIMAL FOOD	945.95
358824 KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICES	1,850.00
358856 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,436.84
358864 NEXTEL SPRINT	CELL PHONE	285.64
358946 ZOETIS LLC	SUPPLIES	520.80
925197 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	453.22
925264 HAMMONS SUPPLY COMPANY	SUPPLIES	480.16
<b>Maddie's Fund Grant</b>		
358496 ANIMAL HOSPITAL OF ANTIOCH	VETERINARY SERVICES	1,623.69
358621 ANIMAL HOSPITAL OF ANTIOCH	VETERINARY SERVICES	280.00
358781 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	4,037.41
<b>215 Civic Arts Fund</b>		
<b>Civic Arts</b>		
358595 STEWARTS TREE SERVICE INC	TREE SERVICES	1,600.00
358892 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	67.60
<b>219 Recreation Fund</b>		
<b>Non Departmental</b>		
358505 BARCC	DEPOSIT REFUND	500.00
358615 AGUILAR, MARIA	DEPOSIT REFUND	1,000.00
358671 HUB INTERNATIONAL OF CA INSURANCE	INSURANCE PREMIUM	629.90
358721 RUIZ, ROSENDO	DEPOSIT REFUND	1,000.00
358903 RUBIO, LUZ	DEPOSIT REFUND	1,000.00
<b>Recreation Admin</b>		
358669 HONEYWELL INTERNATIONAL INC	MAINTENANCE SUPPORT	5,406.25
358740 AMERICAN PLUMBING INC	PLUMBING SERVICES	561.30
358892 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	94.64
<b>Senior Programs</b>		
358494 AMERICAN PLUMBING INC	PLUMBING SERVICES	560.00
358501 AT AND T MCI	PHONE	99.62
358503 BANK OF AMERICA	SUPPLIES	388.72
358566 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIRS	1,893.95
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	5,560.00
358930 TYLER SHAW DOORS	DOOR HANDLE REPAIR	220.96
925197 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	349.27
<b>Recreation Classes/Prog</b>		
358708 OFFICE MAX INC	OFFICE SUPPLIES	100.42
358739 ADVANTIDGE	SOFTWARE	339.98
<b>Recreation Sports Programs</b>		
358503 BANK OF AMERICA	SPORT CERTIFICATES	286.69
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	4,408.00
358637 COCA COLA BOTTLING CO	SUPPLIES	640.91
358643 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	2,577.00
358676 INTEGRITY BUSINESS SOLUTIONS	LEAGUE FEES	460.04
358680 JENNIFER HINES DESIGN	ANTIOCH RECREATION	3,924.25

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358692	LOWES COMPANIES INC	SUPPLIES	241.51
358708	OFFICE MAX INC	OFFICE SUPPLIES	204.91
358730	US FOODSERVICE INC	SUPPLIES	950.00
358749	BAY AREA BARRICADE	SUPPLIES	936.04
358753	BIG SKY LOGOS AND EMBROIDERY	SHIRTS	40.30
<b>Recreation Concessions</b>			
358501	AT AND T MCI	PHONE	18.75
<b>Recreation-New Comm Cntr</b>			
358500	AT AND T MCI	PHONE	66.44
358501	AT AND T MCI	PHONE	21.19
358503	BANK OF AMERICA	PROGRAM FEES	3,342.13
358572	MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	11,743.00
358657	DISCOUNT SCHOOL SUPPLY	SUPPLIES	926.96
358659	DUGAND, KARINA	CONTRACTOR PAYMENT	1,567.20
358665	GEDDES MUSIC BRENTWOOD	CONTRACTOR PAYMENT	561.00
358669	HONEYWELL INTERNATIONAL INC	MAINTENANCE SUPPORT	9,930.25
358687	KOVALICK, LUANNE	CONTRACTOR PAYMENT	524.40
358692	LOWES COMPANIES INC	SUPPLIES	29.70
358693	M AND L OVERHEAD DOORS	DOOR REPAIR	150.00
358701	MUIR, ROXANNE	CONTRACTOR PAYMENT	216.00
358726	TERRACARE ASSOCIATES	MOWING SERVICES	4,536.00
358730	US FOODSERVICE INC	SUPPLIES	501.25
358733	WALLER, JOHN	CONTRACTOR PAYMENT	396.00
358736	WE ARE ONE PRODUCTIONS	CONTRACTOR PAYMENT	911.20
358753	BIG SKY LOGOS AND EMBROIDERY	STAFF SHIRTS	407.91
358866	OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	230.00
358874	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,673.25
358892	REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	405.00
358935	VERIZON WIRELESS	WIRELESS CONNECTION	38.01
358941	WESCO RECEIVABLES CORP	SUPPLIES	697.81
925175	GRAINGER INC	SUPPLIES	472.53
925236	CONSOLIDATED ELECTRICAL DIST INC	LAMPS	156.42
925264	HAMMONS SUPPLY COMPANY	SUPPLIES	120.60
<b>221 Asset Forfeiture Fund</b>			
<b>Non Departmental</b>			
358552	GERARDO, JUDITH YADIRA	ASSET FORFEITURE	7,137.00
<b>222 Measure C/J Fund</b>			
<b>Streets</b>			
358545	FEDERAL ADVOCATES INC	ADVOCACY SERVICES	5,000.00
358681	JJR CONSTRUCTION INC	SIDEWALK PROJECT	58,573.49
925179	MCK SERVICES INC	NINTH STREET PROJECT	39,061.64
<b>226 Solid Waste Reduction Fund</b>			
<b>Solid Waste</b>			
358555	HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	531.44
358572	MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	2,355.00

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**228 Abandoned Vehicles Fund**

**Abandoned Vehicles**

358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	762.00
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**229 Pollution Elimination Fund**

**Channel Maintenance Operation**

358502 BANK OF AMERICA	TRAINING	80.00
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	6,201.00
358576 NEXTEL SPRINT	CELL PHONE	50.32
358589 ROBERTS AND BRUNE CO	SUPPLIES	81.75
358717 RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	3,492.84
358743 AMERICAN TEXTILE AND SUPPLY INC	DRAIN GUARDS	459.93
358825 L SERPA TRUCKING INC	HAULING SERVICE	1,099.40
358850 MJH EXCAVATING INC	LANDSCAPE SERVICES	9,850.00
358863 NEXTEL SPRINT	CELL PHONE	50.32
925186 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE SERVICES	5,520.00
925187 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE SERVICES	22,080.00

**238 PEG Franchise Fee Fund**

**Non Departmental**

358822 KIS	BARRACUDA LINK BALANCER	2,684.21
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**251 Lone Tree SLLMD Fund**

**Lonetree Maintenance Zone 1**

358501 AT AND T MCI	PHONE	75.00
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	136.60
358875 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,797.00
358918 TERRACARE ASSOCIATES	MOWING SERVICE	136.60

**Lonetree Maintenance Zone 2**

358501 AT AND T MCI	PHONE	124.86
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**Lonetree Maintenance Zone 3**

358501 AT AND T MCI	PHONE	55.15
358583 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,840.00
358875 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	11,696.00

**Lonetree Maintenance Zone 4**

358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	218.56
358709 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	599.00
358918 TERRACARE ASSOCIATES	MOWING SERVICE	218.56

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	136.60
358915 STEWARTS TREE SERVICE INC	TREE SERVICES	675.00
358918 TERRACARE ASSOCIATES	MOWING SERVICE	136.60

**253 Almondridge SLLMD Fund**

**Almondridge Maintenance**

358908 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,736.00
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**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

358499 APEX GRADING	MOWING SERVICE	480.00
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358501 AT AND T MCI	PHONE	37.50
358595 STEWARTS TREE SERVICE INC	TREE SERVICES	1,800.00
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	355.16
358709 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,110.00
358915 STEWARTS TREE SERVICE INC	TREE SERVICES	625.00
358918 TERRACARE ASSOCIATES	MOWING SERVICE	355.16
<b>Hillcrest Maintenance Zone 2</b>		
358501 AT AND T MCI	PHONE	129.05
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	486.30
358709 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,571.00
358915 STEWARTS TREE SERVICE INC	TREE SERVICES	1,375.00
358918 TERRACARE ASSOCIATES	MOWING SERVICE	486.30
<b>Hillcrest Maintenance Zone 4</b>		
358499 APEX GRADING	MOWING SERVICE	180.00
358501 AT AND T MCI	PHONE	109.02
358583 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	8,570.00
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	273.20
358875 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	857.00
358918 TERRACARE ASSOCIATES	MOWING SERVICE	273.20
<b>255 Park 1A Maintenance District Fund</b>		
<b>Park 1A Maintenance District</b>		
358501 AT AND T MCI	PHONE	19.65
358584 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	53.80
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	355.16
358918 TERRACARE ASSOCIATES	MOWING SERVICE	355.16
<b>256 Citywide 2A Maintenance District Fund</b>		
<b>Citywide 2A Maintenance Zone 3</b>		
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5.46
358918 TERRACARE ASSOCIATES	MOWING SERVICE	5.46
<b>Citywide 2A Maintenance Zone 6</b>		
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	327.84
358918 TERRACARE ASSOCIATES	MOWING SERVICE	327.84
<b>Citywide 2A Maintenance Zone 8</b>		
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	27.32
358918 TERRACARE ASSOCIATES	MOWING SERVICE	27.32
<b>Citywide 2A Maintenance Zone 9</b>		
358501 AT AND T MCI	PHONE	75.00
358583 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,840.25
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	81.96
358875 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,995.00
358918 TERRACARE ASSOCIATES	MOWING SERVICE	81.96
<b>Citywide 2A Maintenance Zone 10</b>		
358499 APEX GRADING	MOWING SERVICE	1,680.00
<b>257 SLLMD Administration Fund</b>		
<b>SLLMD Administration</b>		
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	1,867.00

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358576 NEXTEL SPRINT	CELL PHONE	202.28
358598 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	327.84
358710 PAPA	SEMINAR-GOSS/BURGESS	160.00
358793 FURBER SAW INC	SUPPLIES	242.22
358863 NEXTEL SPRINT	CELL PHONE	205.68
358918 TERRACARE ASSOCIATES	MOWING SERVICE	327.84
358947 VERIZON WIRELESS	DATA USAGE	76.02
925182 QUENVOLDS	SAFTEY SHOES-AMBRIZ	440.36
<b>311 Capital Improvement Fund</b>		
<b>Streets</b>		
358619 ANCHOR CONCRETE CONSTRUCTION INC	SIDEWALK REPAIR PROJECT	39,659.77
<b>376 Lone Diamond Fund</b>		
<b>Assessment District</b>		
358717 RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	9,751.05
358759 CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES	177.00
<b>570 Equipment Maintenance Fund</b>		
<b>Non Departmental</b>		
358672 HUNT AND SONS INC	FUEL	18,908.64
<b>Equipment Maintenance</b>		
358497 ANTIOCH AUTO PARTS	FILTERS	795.09
358498 ANTIOCH GLASS	WINDOW	290.75
358502 BANK OF AMERICA	SUPPLIES	130.79
358509 CHUCKS BRAKE AND WHEEL SERVICE INC	AUTO PARTS STOCK	1,820.36
358539 EAST BAY TRUCK CENTER	SUPPLIES	81.93
358559 HOLLISTER POWERSPORTS	ACCELERATOR	650.69
358569 MAACO	AUTO REPAIR	1,888.40
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	11,097.00
358581 OREILLY AUTO PARTS	WHEEL CAPS	42.50
358587 PETERSON	REPAIR SERVICE	2,879.88
358588 RED WING SHOE STORE	SAFETY SHOES-ALVAREZ	221.27
358596 SUPERIOR AUTO PARTS	BLOWER MOTOR	118.69
358622 ANTIOCH AUTO PARTS	LIGHT	14.63
358631 BILL BRANDT FORD	BRAKE PARTS	90.85
358683 KEN KELLER SALES	FILTERS	197.21
358702 MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	521.13
358703 MUNICIPAL POOLING AUTHORITY	VEHICLE INSURANCE	441.93
358711 PETERSON	VEHICLE REPAIR	9,174.15
358714 PURSUIT NORTH	STROBE LIGHTS	66.70
358734 WALNUT CREEK FORD	COOLING FAN	724.52
358738 ACE HARDWARE, ANTIOCH	SUPPLIES	17.15
358744 ANTIOCH AUTO PARTS	BRAKE PARTS	922.61
358779 EAST BAY TRUCK CENTER	AC MOTOR	274.82
358786 FAST UNDERCAR	BRAKE PARTS	144.92
358788 FIRST CHOICE UPHOLSTERY	HEADLINER	150.00
358834 LINE X KUSTOM AND ACCESSORIES	TOOL BOX & FUEL TANK	2,805.27
358840 MAACO	REPAIR SERVICE	1,622.82

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358868	OCONNELL JETTING	PRESSURE WASHER REPAIR	628.35
358879	PETERSON	SUPPLIES	683.81
358894	REINHOLDT ENGINEERING CONSTR	FUEL STORAGE TEST	650.00
358907	SGS TESTCOM	SMOG TRANSMISSION	3.25
358926	TRED SHED, THE	TIRES	1,549.28
358937	WALNUT CREEK CHRYSLER JEEP DODGE	SUPPLIES	29.18
358938	WALNUT CREEK FORD	BRAKE PARTS STOCK	296.75
358942	WESTERN TRUCK FAB	SUPPLIES	91.70
358943	WINTER CHEVROLET CO	SUPPLIES	480.40
358947	VERIZON WIRELESS	DATA USAGE	38.01
<b>573 Information Services Fund</b>			
<b>Information Services</b>			
358501	AT AND T MCI	PHONE	67.72
358572	MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	5,146.00
<b>Network Support &amp; PCs</b>			
358501	AT AND T MCI	PHONE	452.44
358510	COMCAST	INTERNET SERVICE	172.78
358572	MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	8,024.00
358576	NEXTEL SPRINT	CELL PHONE	65.24
358639	COMCAST	INTERNET SERVICE	130.34
358863	NEXTEL SPRINT	CELL PHONE	65.24
358869	OFFICE MAX INC	OFFICE SUPPLIES	150.18
925172	COMPUCOM SYSTEMS INC	COMPUTER SOFTWARE	4,662.00
925191	DIGITAL SERVICES	WEBSITE MAINTENANCE	3,055.00
925311	ODIN SYSTEMS INC	CAMERA REPAIR	1,030.00
<b>Telephone System</b>			
358500	AT AND T MCI	PHONE	287.91
358501	AT AND T MCI	PHONE	2,343.93
358572	MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	553.00
<b>GIS Support Services</b>			
358572	MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	8,030.00
358708	OFFICE MAX INC	OFFICE SUPPLIES	54.50
<b>Office Equipment Replacement</b>			
358666	HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	12,499.23
<b>577 Post Retirement Medical-Police Fund</b>			
<b>Non Departmental</b>			
358755	RETIREE	MEDICAL AFTER RETIREMENT	1,170.00
358758	RETIREE	MEDICAL AFTER RETIREMENT	714.45
358795	RETIREE	MEDICAL AFTER RETIREMENT	871.40
358829	RETIREE	MEDICAL AFTER RETIREMENT	887.96
358846	RETIREE	MEDICAL AFTER RETIREMENT	129.00
358847	RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
358902	RETIREE	MEDICAL AFTER RETIREMENT	235.23
358911	RETIREE	MEDICAL AFTER RETIREMENT	89.00
358929	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
358940	RETIREE	MEDICAL AFTER RETIREMENT	663.90

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358944 RETIREE	MEDICAL AFTER RETIREMENT	469.02
925203 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925204 RETIREE	MEDICAL AFTER RETIREMENT	235.23
925211 RETIREE	MEDICAL AFTER RETIREMENT	887.96
925212 RETIREE	MEDICAL AFTER RETIREMENT	270.95
925214 RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
925217 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925218 RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
925226 RETIREE	MEDICAL AFTER RETIREMENT	887.96
925227 RETIREE	MEDICAL AFTER RETIREMENT	897.00
925231 RETIREE	MEDICAL AFTER RETIREMENT	556.94
925234 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925246 RETIREE	MEDICAL AFTER RETIREMENT	1,428.90
925251 RETIREE	MEDICAL AFTER RETIREMENT	1,190.16
925252 RETIREE	MEDICAL AFTER RETIREMENT	680.00
925253 RETIREE	MEDICAL AFTER RETIREMENT	317.93
925254 RETIREE	MEDICAL AFTER RETIREMENT	152.53
925268 RETIREE	MEDICAL AFTER RETIREMENT	173.51
925271 RETIREE	MEDICAL AFTER RETIREMENT	235.23
925274 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925277 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925278 RETIREE	MEDICAL AFTER RETIREMENT	262.28
925286 RETIREE	MEDICAL AFTER RETIREMENT	173.51
925303 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925306 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925307 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925320 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925321 RETIREE	MEDICAL AFTER RETIREMENT	811.87
925322 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925324 RETIREE	MEDICAL AFTER RETIREMENT	949.68
925334 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925345 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925351 RETIREE	MEDICAL AFTER RETIREMENT	469.02
925357 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925367 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925369 RETIREE	MEDICAL AFTER RETIREMENT	239.43
925370 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90

**578 Post Retirement Medical-Misc Fund**

***Non Departmental***

358732 RETIREE	MEDICAL AFTER RETIREMENT	587.38
358752 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358760 RETIREE	MEDICAL AFTER RETIREMENT	449.11
358770 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358774 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358777 RETIREE	MEDICAL AFTER RETIREMENT	285.44
358802 RETIREE	MEDICAL AFTER RETIREMENT	118.65

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358820 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358849 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358891 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358895 RETIREE	MEDICAL AFTER RETIREMENT	587.38
358900 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358905 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358936 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925206 RETIREE	MEDICAL AFTER RETIREMENT	246.76
925207 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925208 RETIREE	MEDICAL AFTER RETIREMENT	230.63
925213 RETIREE	MEDICAL AFTER RETIREMENT	258.90
925216 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925221 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925224 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925233 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925235 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925240 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925242 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925245 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925248 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925249 RETIREE	MEDICAL AFTER RETIREMENT	173.51
925250 RETIREE	MEDICAL AFTER RETIREMENT	250.00
925258 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925260 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925262 RETIREE	MEDICAL AFTER RETIREMENT	59.75
925263 RETIREE	MEDICAL AFTER RETIREMENT	177.41
925270 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925273 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925282 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925285 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925288 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925290 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925293 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925296 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925298 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925302 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925315 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925316 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925317 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925326 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925329 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925333 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925340 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925350 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925352 RETIREE	MEDICAL AFTER RETIREMENT	246.76
925355 RETIREE	MEDICAL AFTER RETIREMENT	131.94

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925356 RETIREE	MEDICAL AFTER RETIREMENT	173.51
925358 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925360 RETIREE	MEDICAL AFTER RETIREMENT	709.38
925366 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925368 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925371 RETIREE	MEDICAL AFTER RETIREMENT	114.69

**579 Post Retirement Medical-Mgmt Fund**

***Non Departmental***

358761 RETIREE	MEDICAL AFTER RETIREMENT	891.90
358768 RETIREE	MEDICAL AFTER RETIREMENT	172.69
358791 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358799 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358814 RETIREE	MEDICAL AFTER RETIREMENT	400.00
358819 RETIREE	MEDICAL AFTER RETIREMENT	587.38
358831 RETIREE	MEDICAL AFTER RETIREMENT	351.38
358851 RETIREE	MEDICAL AFTER RETIREMENT	752.38
358872 RETIREE	MEDICAL AFTER RETIREMENT	1,735.57
358878 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358920 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358933 RETIREE	MEDICAL AFTER RETIREMENT	1,735.57
925215 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925219 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925220 RETIREE	MEDICAL AFTER RETIREMENT	269.65
925222 RETIREE	MEDICAL AFTER RETIREMENT	172.70
925223 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925225 RETIREE	MEDICAL AFTER RETIREMENT	891.90
925228 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925229 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925232 RETIREE	MEDICAL AFTER RETIREMENT	709.38
925237 RETIREE	MEDICAL AFTER RETIREMENT	615.52
925238 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925241 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925243 RETIREE	MEDICAL AFTER RETIREMENT	467.38
925244 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925247 RETIREE	MEDICAL AFTER RETIREMENT	246.76
925255 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925256 RETIREE	MEDICAL AFTER RETIREMENT	891.90
925257 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925261 RETIREE	MEDICAL AFTER RETIREMENT	873.55
925265 RETIREE	MEDICAL AFTER RETIREMENT	578.29
925266 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925267 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925269 RETIREE	MEDICAL AFTER RETIREMENT	469.02
925279 RETIREE	MEDICAL AFTER RETIREMENT	322.37
925283 RETIREE	MEDICAL AFTER RETIREMENT	717.38
925284 RETIREE	MEDICAL AFTER RETIREMENT	351.38

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925287 RETIREE	MEDICAL AFTER RETIREMENT	246.76
925289 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925291 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925292 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925294 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925295 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925297 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925299 RETIREE	MEDICAL AFTER RETIREMENT	172.38
925301 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925305 RETIREE	MEDICAL AFTER RETIREMENT	531.58
925308 RETIREE	MEDICAL AFTER RETIREMENT	173.51
925310 RETIREE	MEDICAL AFTER RETIREMENT	246.76
925312 RETIREE	MEDICAL AFTER RETIREMENT	172.69
925313 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925314 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925318 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925319 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925323 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925325 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925327 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925328 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925330 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925331 RETIREE	MEDICAL AFTER RETIREMENT	172.70
925332 RETIREE	MEDICAL AFTER RETIREMENT	372.69
925335 RETIREE	MEDICAL AFTER RETIREMENT	891.90
925336 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925338 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925339 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925341 RETIREE	MEDICAL AFTER RETIREMENT	246.76
925342 RETIREE	MEDICAL AFTER RETIREMENT	615.52
925343 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925344 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925346 RETIREE	MEDICAL AFTER RETIREMENT	752.38
925347 RETIREE	MEDICAL AFTER RETIREMENT	185.67
925349 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925353 RETIREE	MEDICAL AFTER RETIREMENT	590.55
925359 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925361 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925362 RETIREE	MEDICAL AFTER RETIREMENT	1,596.50
925363 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925364 RETIREE	MEDICAL AFTER RETIREMENT	1,520.00
925365 RETIREE	MEDICAL AFTER RETIREMENT	246.76

**611 Water Fund**

***Non Departmental***

358544 FASTENAL CO	SUPPLIES	522.65
358565 KAIVALYA, EARLS	CHECK REPLACEMENT	175.00

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358582 PACE SUPPLY CORP	SUPPLIES	3,323.96
358589 ROBERTS AND BRUNE CO	SUPPLIES	5,067.96
358660 FASTENAL CO	SUPPLIES	434.40
358718 ROBERTS AND BRUNE CO	SUPPLIES	2,609.56
358744 ANTIOCH AUTO PARTS	SUPPLIES	1,273.25
358803 HERNANDEZ, JAIME	CHECK REPLACEMENT	34.17
358869 OFFICE MAX INC	OFFICE SUPPLIES	3,365.06
358873 PACE SUPPLY CORP	SUPPLIES	604.95
358897 ROBERTS AND BRUNE CO	SUPPLIES	2,746.80
358909 SILVA, MIKE	CHECK REPLACEMENT	80.38
358921 TOMASCHESKI, CHRISTINE	CHECK REPLACEMENT	43.00
358923 TORRES, VERONICA	CHECK REPLACEMENT	11.84
925175 GRAINGER INC	SUPPLIES	1,465.22
925176 HAMMONS SUPPLY COMPANY	SUPPLIES	1,171.41
925190 CRYSTAL CLEAR LOGOS INC	SHIRTS	210.75
925239 CRYSTAL CLEAR LOGOS INC	SUPPLIES	1,673.76
925259 GRAINGER INC	SUPPLIES	400.70
925264 HAMMONS SUPPLY COMPANY	SUPPLIES	1,785.86
<b>Water Supervision</b>		
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	139,702.00
358576 NEXTEL SPRINT	CELL PHONE	114.66
358708 OFFICE MAX INC	OFFICE SUPPLIES	516.99
358863 NEXTEL SPRINT	CELL PHONE	116.73
358885 PERS	PAYROLL DEDUCTIONS	270.02
358906 SCOTT, ZOLTON	CHECK REPLACEMENT	52.46
358947 VERIZON WIRELESS	DATA USAGE	76.02
<b>Water Production</b>		
358492 ACE HARDWARE, ANTIOCH	ADAPTOR	6.63
358493 ALL STAR FORD	CHARGING STATION	870.91
358500 AT AND T MCI	PHONE	132.84
358501 AT AND T MCI	PHONE	841.48
358502 BANK OF AMERICA	TRAINING	89.99
358508 BORGES AND MAHONEY	SUPPLIES	73.51
358544 FASTENAL CO	SUPPLIES	34.37
358547 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	162.69
358556 HACH CO	LAB SUPPLIES	386.23
358576 NEXTEL SPRINT	CELL PHONE	105.20
358584 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	257.69
358589 ROBERTS AND BRUNE CO	SUPPLIES	47.74
358595 STEWARTS TREE SERVICE INC	TREE SERVICES	1,800.00
358604 UNIVAR USA INC	CAUSTIC	5,128.19
358612 ACE HARDWARE, ANTIOCH	SUPPLIES	27.82
358620 ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL SERVICE	125.00
358630 BHS MARKETING LLC	HYDROFLUOSILICIC ACID	11,675.49
358647 CONTRA COSTA WATER DISTRICT	RAW WATER	998,785.07
358660 FASTENAL CO	SUPPLIES	26.64

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358692	LOWES COMPANIES INC	SUPPLIES	879.97
358697	MEDORA CORP	SERVICE REPAIR PROGRAM	13,045.00
358708	OFFICE MAX INC	OFFICE SUPPLIES	138.52
358738	ACE HARDWARE, ANTIOCH	SUPPLIES	62.21
358769	CUTTING EDGE CONSTRUCTION UNLIMITED	ABR PROJECT INSTALLMENT	18,645.00
358787	FASTENAL CO	FITTINGS	98.62
358800	HACH CO	LAB SUPPLIES	345.02
358827	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	3,646.50
358830	LEIGHTON STONE CORP	VALVES	1,344.45
358863	NEXTEL SPRINT	CELL PHONE	105.00
358883	POLYDYNE INC	CENTRIFUGE POLYMER	5,060.00
358893	RED WING SHOE STORE	SAFETY SHOES	194.19
358897	ROBERTS AND BRUNE CO	PIPE FITTINGS	168.61
358932	UNIVAR USA INC	CAUSTIC	10,137.59
358939	WALTER BISHOP CONSULTING	CONSULTING SERVICES	3,513.40
358947	VERIZON WIRELESS	DATA USAGE	38.01
925168	AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,714.82
925171	CHEMTRADE CHEMICALS US LLC	ALUM	16,136.68
925174	EUROFINS EATON ANALYTICAL INC	SAMPLE TESTING	100.00
925183	SIERRA CHEMICAL CO	CHLORINE	4,252.47
925188	CHEMTRADE CHEMICALS US LLC	ALUM	2,716.63
925192	EUROFINS EATON ANALYTICAL INC	MONITORING	1,320.00
925193	EVOQUA WATER TECHNOLOGIES LLC	SERVICE DI H2O SYSTEM	490.00
925194	GRAINGER INC	REGULATOR	1,102.75
925197	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	303.53
925200	NTU TECHNOLOGIES INC	POLYMER	2,700.00
925205	AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,968.11
925230	CHEMTRADE CHEMICALS US LLC	ALUM	10,510.06
925259	GRAINGER INC	SUPPLIES	220.52
<b>Water Distribution</b>			
358492	ACE HARDWARE, ANTIOCH	SUPPLIES	68.11
358501	AT AND T MCI	PHONE	18.75
358502	BANK OF AMERICA	MONITOR	996.93
358515	COUNTY ASPHALT	ASPAHLT	1,426.28
358534	CWEA SFBS	RENEWAL-CORDAWAY	84.00
358535	CWEA SFBS	RENEWAL-CORDAWAY	164.00
358544	FASTENAL CO	SUPPLIES	992.66
358546	FINTA ENTERPRISES INC	EQUIPMENT RENTAL	6,562.50
358561	INFOSEND INC	WATER BILLS PRINT/POSTAGE	2,475.79
358564	JACKSON LEWIS LLP	PROFESSIONAL SERVICES	1,218.30
358567	LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES	1,396.50
358576	NEXTEL SPRINT	CELL PHONE	366.39
358588	RED WING SHOE STORE	SAFETY SHOES-CORDAWAY	604.82
358608	WESCO RECEIVABLES CORP	SUPPLIES	168.66
358612	ACE HARDWARE, ANTIOCH	WRENCH	29.42
358622	ANTIOCH AUTO PARTS	SUPPLIES	6.53

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358650 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	735.53
358660 FASTENAL CO	SUPPLIES	117.43
358675 INFOSEND INC	WATER BILLS PRINT/POSTAGE	2,477.44
358679 JACK DOHENY SUPPLIES INC	SUPPLIES	93.83
358692 LOWES COMPANIES INC	SUPPLIES	629.35
358718 ROBERTS AND BRUNE CO	PIPE & FITTINGS	1,983.80
358720 ROYAL BRASS INC	PIPE FITTINGS	605.06
358728 UNITED PARCEL SERVICE	SHIPPING	62.26
358738 ACE HARDWARE, ANTIOCH	FITTINGS	31.34
358749 BAY AREA BARRICADE	SUPPLIES	3,600.71
358780 EAST BAY WELDING SUPPLY	OXYGEN	226.31
358792 FRIGARD CHIROPRACTIC	DMV PHYSICALS	150.00
358816 INFOSEND INC	POSTAGE COSTS	2,636.15
358832 LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES	612.50
358850 MJH EXCAVATING INC	EMERGENCY REPAIR	3,940.00
358852 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	103.17
358863 NEXTEL SPRINT	CELL PHONE EQUIPMENT	603.71
358869 OFFICE MAX INC	OFFICE SUPPLIES	78.10
358893 RED WING SHOE STORE	SAFETY SHOES	222.41
358897 ROBERTS AND BRUNE CO	PIPE & FITTINGS	1,799.37
358898 ROBERTS, ARLENE T K	EXPENSE REIMBURSEMENT	161.55
358931 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
358947 VERIZON WIRELESS	DATA USAGE	380.10
925175 GRAINGER INC	SUPPLIES	226.11
925182 QUENVOLDS	SAFTEY SHOES-COLEFIELD	438.18
925259 GRAINGER INC	SUPPLIES	94.35
925280 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,472.03
<b>Water Meter Reading</b>		
358502 BANK OF AMERICA	SUPPLIES	93.27
358575 NATIONAL METER & AUTOMATION INC	METER SUPPLIES	5,940.08
358576 NEXTEL SPRINT	CELL PHONE	60.80
358816 INFOSEND INC	WATER BILL INSERT	598.19
358863 NEXTEL SPRINT	CELL PHONE	51.85
358947 VERIZON WIRELESS	DATA USAGE	38.01
<b>Public Buildings &amp; Facilities</b>		
358506 BAY AREA NEWS GROUP	LEGAL AD	414.00
358609 WHITE CAP CONSTRUCTION SUPPLY	SUPPLIES	3,964.55
358619 ANCHOR CONCRETE CONSTRUCTION INC	CONSTRUCTION SERVICE	4,650.00
358757 BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	5,710.58
358763 CON QUEST CONTRACTORS INC	PIPING PROJECT	205,865.00
<b>Warehouse &amp; Central Stores</b>		
358576 NEXTEL SPRINT	CELL PHONE	70.24
358602 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.30
358728 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.30
358863 NEXTEL SPRINT	CELL PHONE	70.24
925175 GRAINGER INC	SUPPLIES	42.73

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**612 Water System Improvement Fund**

**Water Systems**

358536 D R LEMINGS CONSTRUCTION	WATER MAIN PROJECT	12,866.09
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**621 Sewer Fund**

**Sewer-Wastewater Supervision**

358502 BANK OF AMERICA	SUPPLIES	76.27
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	63,445.00
358708 OFFICE MAX INC	OFFICE SUPPLIES	452.20
358947 VERIZON WIRELESS	DATA USAGE	114.03

**Sewer-Wastewater Collection**

358501 AT AND T MCI	PHONE	73.02
358502 BANK OF AMERICA	TRAINING	1,319.91
358515 COUNTY ASPHALT	ASPAHLT	1,426.31
358546 FINTA ENTERPRISES INC	EQUIPMENT RENTAL	6,562.50
358553 GOLDEN BELL PRODUCTS INC	PEST CONTROL SERVICES	27,885.74
358561 INFOSEND INC	POSTAGE COSTS	2,475.79
358563 JACK DOHENY SUPPLIES INC	SUPPLIES	540.17
358564 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	1,218.30
358567 LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES	1,396.50
358576 NEXTEL SPRINT	CELL PHONE	279.64
358588 RED WING SHOE STORE	SAFETY SHOES-DEJANVIER	443.40
358650 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	735.53
358675 INFOSEND INC	POSTAGE COSTS	2,477.42
358692 LOWES COMPANIES INC	SUPPLIES	277.44
358702 MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	1,442.45
358707 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT MEDICAL	105.50
358720 ROYAL BRASS INC	FITTINGS	137.37
358747 BACWA	2016 MEMEBER DUES	2,310.00
358776 DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	4,500.00
358778 DUKES ROOT CONTROL INC	SEWER ROOT SERVICE	4,999.00
358816 INFOSEND INC	POSTAGE COSTS	3,234.36
358832 LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES	612.50
358853 MUNICIPAL MAINT EQUIPMENT INC	SEWER SUPPLIES	2,719.56
358863 NEXTEL SPRINT	CELL PHONE EQUIPMENT	519.59
358865 NOR CAL PIPELINE SERVICES	REPAIR SERVICE	1,160.00
358869 OFFICE MAX INC	OFFICE SUPPLIES	78.10
358893 RED WING SHOE STORE	SAFETY SHOES	444.82
358898 ROBERTS, ARLENE T K	EXPENSE REIMBURSEMENT	161.55
358901 ROOTX	SEWER LINE SERVICE	3,931.61
358927 TRENCH PLATE RENTAL CO INC	STEERING PUMP	1,095.46
358931 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
358947 VERIZON WIRELESS	DATA USAGE	228.06
925175 GRAINGER INC	SUPPLIES	21.92
925259 GRAINGER INC	SUPPLIES	146.49
925337 SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,500.00



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**631 Marina Fund**

**Marina Administration**

358501 AT AND T MCI	PHONE	96.92
358502 BANK OF AMERICA	DOG BAGS	741.15
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	6,200.00
358576 NEXTEL SPRINT	CELL PHONE	57.33
358618 AMERICAN PLUMBING INC	PLUMBING SERVICES	145.00
358716 RECREATION PUBLICATIONS	ADVERTISEMENT	670.00
358863 NEXTEL SPRINT	CELL PHONE	57.33
358869 OFFICE MAX INC	OFFICE SUPPLIES	64.97
358892 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	65.62

**Marina Maintenance**

358502 BANK OF AMERICA	LIFE JACKETS	259.35
925197 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,247.40

**Major Projects**

358605 VALENTINE CORPORATION	MARINA BOAT LAUNCH	160,900.55
358727 TRANSYSTEMS CORPORATION	CONSULTING SERVICES	2,550.00
358823 KLEINFELDER INC	TESTING SERVICES	1,047.50

**641 Prewett Water Park Fund**

**Non Departmental**

358653 DAVILA, KRISTINE	DEPOSIT REFUND	500.00
358671 HUB INTERNATIONAL OF CA INSURANCE	INSURANCE PREMIUM	1,289.57

**Recreation Water Park**

358501 AT AND T MCI	PHONE	53.31
358503 BANK OF AMERICA	SUPPLIES	676.30
358572 MUNICIPAL POOLING AUTHORITY	15/16 LIABILITY PREMIUM	15,142.00
358638 COLE SUPPLY CO INC	SUPPLIES	124.63
358641 COMMERCIAL POOL SYSTEMS INC	CONSULTING SERVICE	3,701.25
358669 HONEYWELL INTERNATIONAL INC	MAINTENANCE SUPPORT	2,389.00
358685 KNORR SYSTEMS INC	CHEMICALS	261.99
358692 LOWES COMPANIES INC	SUPPLIES	1,245.98
358704 NATIONAL SWIMMING POOL	CONFERENCE-PITCHER	395.00
358708 OFFICE MAX INC	OFFICE SUPPLIES	1,049.80
358713 PRAXAIR DISTRIBUTION INC	TANK RENTAL	103.55
358729 UNIVAR USA INC	CHEMICALS	491.00
358730 US FOODSERVICE INC	SUPPLIES	2,248.07
358735 WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	2,942.44
358762 COMMERCIAL POOL SYSTEMS INC	CHEMICALS	3,810.55
358787 FASTENAL CO	SUPPLIES	179.68
358874 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,545.25
358892 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	196.87
358897 ROBERTS AND BRUNE CO	SUPPLIES	248.27
358932 UNIVAR USA INC	CHEMICALS	1,705.16
925195 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	757.65
925259 GRAINGER INC	SUPPLIES	72.80

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**Rec Prewett Concessions**

358501 AT AND T MCI	PHONE	53.88
<b>721 Employee Benefits Fund</b>		

**Non Departmental**

358507 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	2,398.66
358513 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
358514 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	467.83
358562 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
358580 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	8,917.02
358585 PARS	PAYROLL DEDUCTIONS	3,508.89
358594 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	16.79
358601 RECIPIENT	PAYROLL DEDUCTIONS	112.15
358765 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
358766 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	278.90
358772 DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
358773 DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
358775 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
358789 FITNESS EVOLUTION	PAYROLL DEDUCTIONS	19.99
358815 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	638.00
358817 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
358833 LINA	PAYROLL DEDUCTIONS	5,453.15
358854 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,949.11
358870 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,640.00
358871 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	9,406.44
358877 PARS	PAYROLL DEDUCTIONS	3,842.26
358885 PERS	PAYROLL DEDUCTIONS	293,539.52
358886 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,613.69
358912 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	877.00
358913 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	405.00
358914 STATE OF CALIFORNIA	CHECK REPLACEMENT	200.00
358928 RECIPIENT	PAYROLL DEDUCTIONS	112.15
925181 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	27,787.69
925185 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	3,786.73
925209 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	535.50
925210 APOA	PAYROLL DEDUCTIONS	12,294.09
925309 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	51,725.16
925354 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,344.62



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Derek Cole, Interim City Attorney *DC/ppd*

**SUBJECT:** **Rejection of Claim: Mesha Crittle & Myles Hamlin**

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### **RECOMMENDED ACTION**

It is recommended that the City Council reject the claim of Mesha Crittle and Myles Hamlin that was received on September 2, 2015, and again on September 4, 2015.

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Leonard Orman, Captain  
Don LaDue, Lieutenant

**APPROVED BY:** Allan Cantando, Chief of Police

**SUBJECT:** Conducted Electrical Weapon Replacement Purchase

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### **RECOMMENDED ACTION**

It is recommended that the City Council authorize the purchase of eighty five (85) X26P Conducted Electrical Weapons (CEW) for police personnel from Pro Force Law Enforcement, Prescott, AZ in the amount of \$102,491.61. Pro Force Law Enforcement is a sole source distributor of Taser International products in California.

### **STRATEGIC PURPOSE**

This action supports Strategy A-1 in the Strategic Plan to rebuild police services by equipping sworn personnel.

### **FISCAL IMPACT**

This expenditure is included in the approved fiscal year 2015/2016 Police Department Budget for Safety Materials.

### **DISCUSSION**

Sworn personnel of the Police Department were previously issued the X26 Conducted Electrical Weapon manufactured by Taser International. The X26 is no longer manufactured by Taser International or by any other known source. Replacement parts are also unavailable. Therefore, when a current X26 breaks, it cannot be replaced. The purchase of (85) new X26P will allow one to be issued to each sworn officer and allow continued standardized training in the deployment of Conducted Electrical Weapons. This expenditure will include a trade-in credit for the older X26 from Pro Force Law Enforcement of \$15,300.00 to be used for the purchase of Taser accessories.

### **ATTACHMENTS**

- A: City of Antioch Sole Source Request
- B: Sole source letter for Pro Force Law Enforcement from Taser International
- C: Price quote from Pro Force Law Enforcement
- D: Pro Force Law Enforcement trade-in advertisement

**CITY OF ANTIOCH  
SOLE SOURCE/BRAND REQUEST**

**THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO  
ANY SOLE SOURCE PURCHASE OR CONTRACT**

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When a request is made for a non-competitive purchase of goods or services, then the specification, special circumstances or special qualifications that justify limiting the bidding or contracting to one source must be justified in writing and approved by the City Manager or, if the amount of the contract exceeds the City Manager's authority, the City Council. In such cases, the requesting department must complete this form for approval. Please answer in the space provided, and/or in an attachment and address, by specific reference, each question listed below (1-5) in your justification. ***Be sure to answer each part of each question.*** Failure to respond fully to any of the questions could result in delay or rejection of your request due to inadequate justification.

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1. Using appropriate detail, such as brand name, model number etc., briefly describe the product you wish to purchase. In the case of a service, use enough detail to clearly describe to someone not familiar with the process what you are purchasing.

**Please refer to Attachment B: Taser International sole source letter for Conducted Electrical Weapons.**

2. Please check one:
  - a.  SOLE SOURCE: Item is available from one source only; or item is one-of-a kind and is not sold through distributors; or manufacturer is exclusive distributor; or special circumstances and/or qualifications merit consideration of sole source to save money and/or time.
  - b.  SOLE BRAND: Various sources can supply the specified model and brand; competitive bids will be solicited for the requested brand only. Meets form, fit and function - nothing else will do.
  - c.  STANDARDIZATION REQUEST: The Department requires the item to standardize parts, design, quality etc. (This requires a detailed memo with analysis and justification.)
3. What are the unique performance features of the product, brand or service requested that are not available in any other product, brand or service? (For services: What unique qualifications, experience, rights, and/or licenses does this vendor possess?)

**Taser International is the only manufacturer of X26P Conducted Electrical Weapons and Pro Force Law Enforcement is the sole distributor in California.**

4. (a) Why are the unique performance features required (not merely preferred), and how would your requirement be inhibited without this particular service/item? or (b) What are the unique circumstances that compel (not merely make easier) the recommendation of this service/item at this particular time?

**Replacement units and parts for the Police Department's current Conducted Electrical Weapons are no longer available.**

5. What other products/services, if any, have been examined and rejected, and why? *(Please provide a specific meaningful explanation, one vendor one feature at a time. For products be sure to clearly identify the product by name and model number and include the name, address, and telephone number of the company representative who's product you tested.)*

**There are no other known products to be examined.**

6. If justification is based on matching and/or intermixing with existing equipment (refer to 1.c.), list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required not simply preferred.

**Existing equipment will receive a trade-in credit for the new model X26P Conducted Electrical Weapons.**

I HEREBY CERTIFY THAT:

1. I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and considered comparable and/or equal equipment/service.
3. I believe that a sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

REQUESTOR \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

DEPT. HEAD/ DIRECTOR: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

FINANCE DIRECTOR:

APPROVED: \_\_\_\_\_

NOT APPROVED: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

COMMENTS:

BY: \_\_\_\_\_

FINAL APPROVAL:

(Council Agenda date and Item)

\_\_\_\_\_  
City Manager  
(Up to \$50,000.00)

\_\_\_\_\_  
City Council  
(Over \$50,000.00)

## SOLE SOURCE/BRAND REQUEST

### B. PROCEDURE

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your requisition. Your request will then be restrictive and non-competitive, and will fall into a sole source/sole brand category.

Such a request should not be made unless you are confident that your request is reasonable and appropriately justified to meet the City's requirements and withstand any possible audit. The City's requirements and the format for submitting such requests are contained herein. Please make copies of the Sole Source/Brand Request form for your future use.

The following factors do not apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor.
2. Vendor performance, and local service (these are generally considered award factors in competitive bidding).
3. Features which exceed the minimum department requirements.
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for "unique factors" (refer to questions 2 and 3 from the Sole Source/Brand Request form).
5. A request for "no substitution" submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria.



**Title:** Sole Source Letter for TASER International's AXON® Brand Products and EVIDENCE.com Services for the United States  
**Department:** Marketing  
**Version:** KAM031414  
**Release Date:** 3/21/2014



17800 N. 85th St. \* Scottsdale, Arizona \* 85255 \* 1-480-991-0797 \* Fax 1-480-991-0791 \* www.TASER.com

September 22, 2015

**To:** Antioch Police Dept. – CA

**Re:** Sole Source Letter for TASER International, Inc.'s Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured by TASER International and are only available for purchase through the authorized distributor listed below.

### **TASER CEW Descriptions**

#### **X2™ CEW**

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart™ cartridges only

#### **X26P™ CEW**

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD

- AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

### **TASER Brand CEW Model Numbers**

1. Conducted Electrical Weapons (CEWs):
  - TASER X2™ Models: 22002 and 22003
  - TASER X26P™ Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
  - X2 - 4-year extended warranty, item number 22014
  - X26P - 2-year extended warranty, item number 11008
  - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 34200
  - 21-foot Model: 44200
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 44203
  - 35-foot Model: 44206
4. TASER Smart™ cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 22150
  - 25-foot Model: 22151
  - 25-foot non-conductive Model: 22157
  - 35-foot Model: 22152
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
7. TASER Dataport Download Kits:
  - Dataport Download Kit for the X2 and X26P Model: 22013
8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
9. Conductive Target front Model 80000 and Conductive Target back, Model 80001
10. CEW Holsters:
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504

<b>SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS CALIFORNIA</b>	<b>SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS</b>
<b>ProForce Law Enforcement 3009 North Highway 89 Prescott, AZ 86301 Phone: 800-367-5855 Fax: 928-445-3468</b>	<b>TASER International, Inc. 17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</b>

Please contact your local TASER authorized distributor or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner  
Executive Vice President, North American Sales  
TASER International, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group.

Smart, TASER CAM, Trilogy, X2, and X26P are trademarks of TASER International, Inc., and TASER and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2015 TASER International, Inc.

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89  
Tel: (928) 776-7192  
sales@proforceonline.com  
FFL # 9-86-025-01-4G-00508

Prescott, AZ 86301  
Fax:(928) 445-3468  
www.proforceonline.com

P R I C E	QUOTE#	PAGE
	278442	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD  
TO

ANTIOCH POLICE DEPARTMENT  
ACCOUNTS PAYABLE  
PO BOX 5007  
ANTIOCH CA 94531

SHIP  
TO

ANTIOCH POLICE DEPT  
DEAN PFEIFFER  
300 L STREET  
ANTIOCH CA 94509

925-779-6817

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	09/16/15	005343	A	MIKE LYDON	FX G-FOB ORIGIN	
QTY. QUOTED	ITEM NO./DESC.		UNIT PRICE	UOM	DISC.	NET PRICE
85	11003 TSR X26P YLW CLASS III LASER		899.9500	EA	.00	76,495.75
50	11010-TSR TSR X26P XPPM EXTENDED PERFORMANCE POWER MAG		63.5000	EA	.00	3,175.00
35	22012 TSR TACT PERFORMANCE POWER MAG		54.5000	EA	.00	1,907.50
85	11501 TSR HLST X26P BLACKHAWK RH		53.2500	EA	.00	4,526.25
85	11004-TSR TSR X26P 4 YEAR EXTD WARRANTY		277.9500	EA	.00	23,625.75
85-	TRD-TSR2015-CAW TSR TRADE 2015-CA W/WARRANTY		180.0000	EA	.00	15,300.00CR
<p>This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to <a href="mailto:sales@proforceonline.com">sales@proforceonline.com</a>. For orders over \$5,000, a PO or signed quote is required to process the order.</p>						
COMMENT						
TERMS						

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301  
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 sales@proforceonline.com www.proforceonline.com  
 FFL # 9-86-025-01-4G-00508

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N/A	09/16/15	005343	A	MIKE LYDON	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE			
	<p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items            PLEASE READ ATTACHED:</p> <p>Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington.</p> <p style="text-align: center;">-</p> <p>IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and email to: <a href="mailto:sales@proforceonline.com">sales@proforceonline.com</a></p> <p>-</p> <p>- Printed Name: _____</p> <p>- Date: _____ P.O.: _____</p> <p>- Signature: _____</p>						

COMMENT	SALES AMOUNT	94,430.25
FOR: DEAN PFEIFFER	HANDLING	286.20
<a href="mailto:DPFEIFFER@CI.ANTIOACH.CA.US">DPFEIFFER@CI.ANTIOACH.CA.US</a>	9.000% SALES TAX	7,775.16
BY: KARI MARTIN	SUB TOTAL	102,491.61
TERMS DUE NET 30 DAYS		



# PROFORCE

## LAW ENFORCEMENT

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Trade-in any qualifying TASER CEW, working or not, and receive credit towards a new Smart Weapon.

**UPGRADE TO THE TASER X2 or X26P.**

**With a Warranty**  
**You Save \$180**  
**PER UNIT**

**Trade in an ECD and receive a \$180 credit towards TASER accessories only.**

**UPGRADE TO THE TASER X2 or X26P.**

**Without a Warranty**  
**You Save \$130**  
**PER UNIT**

**Trade in an ECD and receive a \$130 credit towards TASER accessories only.**

All Offers Expire December 31, 2015



Call your PROFORCE Law Enforcement Specialists  
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**800-367-5855**





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Michelle Fitzer, Administrative Services Director

**SUBJECT:** Resolution Approving Obtaining FBI Level Fingerprint Clearance for Employment Applicants

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving obtaining FBI level fingerprint clearance for employment applicants.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

Each submittal will be an additional \$17.00. The annual fiscal impact will vary depending on the number of applicants fingerprinted. The Police Department already has FBI clearance for no additional cost, so it will only impact non-Police recruitments. Fingerprint costs are paid from the hiring department's budget, across funds.

### **DISCUSSION**

Currently the City has the ability to receive criminal history information for employment applicants through the California Department of Justice. The results provided only indicate California records, not information from other states. To obtain information from other states, and federal records, we must request FBI clearance.

This matter came to our attention when we had an out-of-state finalist candidate for a position in the Finance Department. With the importance of knowing criminal history, especially for candidates who would be working in sensitive positions like Finance and Recreation, we realized that strictly receiving State of California results might be inadequate. It is staff's intent to request FBI clearance for all regular City position finalist candidates, and temporary position finalist candidates who currently or previously resided out-of-state.

The attached resolution was provided by the California Department of Justice. Although the language appears to read as if the Council is authorizing access to federal level criminal history, this resolution must be submitted to the FBI for approval. Therefore, access will not actually be granted until the FBI approves the City's request.

**ATTACHMENTS**

- A. Resolution Approving Obtaining FBI Level Fingerprint Clearance for Employment Applicants



**RESOLUTION NO. 2015/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING OBTAINING FBI LEVEL FINGERPRINT CLEARANCE FOR  
EMPLOYMENT APPLICANTS**

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

**WHEREAS**, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

**WHEREAS**, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the City Council, Board of Supervisors, Governing Body of a City, County or District or Joint Powers Authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that the City of Antioch is hereby authorized to access state and federal level summary criminal history information for employment (including volunteers and contract employees) purposes and may not disseminate the information to a private entity.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of October, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Michelle Fitzer, Administrative Services Director

**SUBJECT:** Resolution Approving the Memorandum of Understanding (MOU) Between the City of Antioch and Operating Engineers Local 3 for the Period of October 1, 2014 – September 30, 2016, Authorizing the City Manager to Execute the MOU, and Authorizing the Finance Director to Adjust the FY 2015/16 Budget

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the Memorandum of Understanding (MOU) between the City of Antioch and Operating Engineers Local 3; and
2. Authorizing the City Manager to execute the MOU; and
3. Authorizing the Finance Director to make any necessary adjustments to the FY 2015/16 budget to implement the provisions of the MOU.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

The total cost of the package is approximately \$160,000. The adopted FY 2015/16 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The value of the tentative agreement is slightly higher than the budgeted amount, resulting in a budget impact of \$31,096 across all funds. Of this amount, \$12,784 is General Fund.

### **DISCUSSION**

The Operating Engineers Local 3 (OE3) Unit had a Memorandum of Understanding covering the period of October 1, 2009 – September 30, 2014. Representatives of the

City and the OE3 Unit have been meeting and conferring in good faith for several months to negotiate a successor agreement, including completing mediation. At this time a total tentative agreement has been reached, based on the Mediator's recommended settlement. The terms of the Agreement are:

- Two-year contract ending September 30, 2016.
- 3% wage increase effective the first full pay period of January 2016.
- One (1) additional Floating Holiday in 2016.
- Effective 9/1/15, Standby Pay increases from \$150 to \$225; and Holiday Standby Pay increases from \$35 to \$100.
- Effective 9/1/15, a Meal Payment shall be provided at \$11.50, in the event employees are required to work through specified meal periods and the City does not provide a meal.
- "Me, too" Clause: during the term of the Agreement, increases or decreases negotiated with Local 1 will be implemented for this Unit.
- Special Assignment Pay (2.5% and 5%), as applicable and recommended by the Department Head, and approved by the City Manager.
- Effective July 1, 2015, Safety Shoes Allowance for designated classifications will be increased from \$190 to \$250 annually.
- The Union shall be allowed to conduct 4 general membership meetings per calendar year. Any union member who does not work at the site where the meeting is held shall be given 30 minutes travel time to attend.

The attached MOU also reflects a comprehensive review and clean-up of the agreement language. Staff and OE3 representatives read through the entire agreement and clarified language that was ambiguous or did not match actual practice. The intent is for anyone to be able to pick up the document and completely understand the provisions.

### **ATTACHMENTS**

- A. Resolution Approving the Memorandum of Understanding (MOU) Between the City of Antioch and Operating Engineers Local 3, and Authorizing the City Manager to Execute the MOU
  - Exhibit 1 – Memorandum of Understanding Between the City of Antioch and Operating Engineers Local 3 for the Period of October 1, 2014 – September 30, 2016

**RESOLUTION NO. 2015/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL 3 FOR THE PERIOD OF  
OCTOBER 1, 2014 – SEPTEMBER 30, 2016,  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU, AND  
AUTHORIZING THE FINANCE DIRECTOR TO ADJUST THE FY 2015/16 BUDGET**

**WHEREAS**, the City and the Operating Engineers Local 3 (OE3) Unit had a Memorandum of Understanding covering the period of October 1, 2009 – September 30, 2014; and

**WHEREAS**, in accordance with Government Code Section 3505, the City’s Negotiating Team met and conferred in good faith with representatives of OE3 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and OE3 reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2014 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 Memorandum of Understanding (MOU) Between the City of Antioch and Operating Engineers Local 3 (OE3) for the period of October 1, 2014 – September 30, 2016, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** The City Manager is authorized to execute the MOU; and

**Section 3.** The Finance Director is authorized to amend the FY 2015/16 budget to implement the provisions of the MOU.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of October, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF ANTIOCH**

**AND**

**OPERATING ENGINEERS LOCAL UNION NO. 3  
REPRESENTATIONAL UNIT IV**

**OCTOBER 1, 2014 - SEPTEMBER 30, 2016**

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MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

OPERATING ENGINEER LOCAL UNION NO. 3  
(REPRESENTATIONAL UNIT NO. IV)

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representational unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments. Except as provided herein, this Memorandum of Understanding shall cover the period commencing October 1, 2014 and ending September 30, 2016.

Negotiations shall commence no later than thirty (30) days and no sooner than one hundred and twenty (120) days prior to the expiration of this MOU. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

## ARTICLE 1

### RECOGNITION

#### 1.1 Union Recognition

Operating Engineer Local Union No. 3, (Representational Unit IV) hereinafter referred to as the "Union", is the recognized employee organization for the classifications represented by this Unit.

#### 1.2 City Recognition

The Employee Relations Officer of the City of Antioch or any person or organization duly authorized by the Employee Relations Officer, is the representative of the City of Antioch, hereinafter referred to as the "City" in employer-employee relations.

## ARTICLE 2

### UNION SECURITY

#### 2.1 Notice of Recognized Union.

Each City department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included within the representation units referred to hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The department or agency shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and provide a hard copy or written notice of the location of an electronic copy of the current Memorandum of Understanding to be supplied by the City. The Union shall receive from the City on a flow basis, but at least once biweekly, the names and addresses of all new employees hired within such units. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays Union dues, a service fee, or a charitable contribution.

#### 2.2 Agency Shop.

Except as provided otherwise in this Section, employees in the representation unit referred to hereof, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be 98 percent of Union dues and initiation fees (hereinafter collectively termed "service fee") of the union representing the employee's classification and representation unit.

#### 2.3 Implementation.

Any employee hired by the City subject to this Memorandum of Understanding shall be provided with a notice advising that the City has entered into an agency shop agreement with OE3 and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee. Employees shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to HR/Payroll. If the form is not completed properly and returned within five working days, the City Finance Department shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions or charitable contribution for such employee shall be the beginning of the first pay period of employment except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fee check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Union dues and service fee.

#### 2.4 Religious Exemption.

Any employee of the City subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment.

Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within 15 days of receipt by the City. The Union shall have 15 days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the: Battered Women's Alternative, or Child Abuse Prevention Council, and Family and Children's Trust Fund.

#### 2.5 Financial Reports.

The Union shall submit a copy of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the Director of Human Resources once annually. Copies of such reports shall be available to employees subject to the agency shop requirements of this Section at the offices of the Union.

Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.

#### 2.6 Payroll Deductions and Payover.

The City shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State, County and City regulations. The City shall promptly pay over to the designated payee all sums so deducted. The City shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.

2.7 Hold Harmless.

The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the agency shop provisions herein. In no event shall the City be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

2.8 Suspension of Agency Fees.

For the duration of any strike, sanctioned, called or supported by the Union, the City may suspend collection of agency service fee without jeopardy to the employee.

2.9 Waiver of Election for Newly-Represented Employees and New Representation Units.

The accretion of classifications and/or employees to the representation units as set forth in this Memorandum of Understanding shall not require an election herein for the application of this agency shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election herein for the application of this agency shop provision to such units.

## ARTICLE 3

### UNION REPRESENTATIVES

City employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievance are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request time off from their respective supervisor and coordinate work schedules. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

## ARTICLE 4

### ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted to officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representative shall not enter any work location without the consent of the City Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for Union office, conducting Union elections and distributing Union literature, shall not be conducted during working hours.

## ARTICLE 5

### USE OF CITY FACILITIES

City employees or the Union or their representatives may, with the prior approval of the City Manager, be granted the use of City facilities during non-working hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meetings. The Union shall be allowed to conduct four (4) general membership meetings per calendar year. Any Union member who does not work at the site where the meeting is held shall be given 30 minutes travel time to attend.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.



## ARTICLE 6

### BULLETIN BOARDS

The Union may use portions of City bulletin boards under the following conditions:

1. All material must be dated and must identify the Union that published them.
2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union materials.
4. If the Union does not abide by these rules, it will forfeit its right to have material posted on City bulletin boards.

## ARTICLE 7

### ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given to the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and the Union shall be given the opportunity to meet with the City prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

## ARTICLE 8

### CITY RIGHTS

It is the right of the City to make decisions of a managerial or administrative character including: decisions on the type, extent and standards of services to be performed, decisions on the methods, means and personnel by which the City operations and services are to be conducted, and those necessary to exercise control over City government operations in the most efficient and economical manner practicable and in the best interest of all City residents. Managerial functions and rights to which the City has not expressly modified or restricted by a specific provision of this Memorandum of Understanding shall remain with the City.

## ARTICLE 9

### NO DISCRIMINATION

There shall be no discrimination based on race, creed, color, national origin, religion, ancestry, sex, sexual orientation, age, disability, marital status, Union activities, or any other status protected by State or Federal law against any employee or applicant for employment by the Union, the City, or anyone employed by the City. This policy applies to all terms and conditions of employment.

## ARTICLE 10

### HOURS OF WORK, OVERTIME, CALL BACK, ACTING PAY

#### 10.1 Hours of Work

The straight-time work week normally shall consist of five (5) consecutive eight (8) hour shifts, totaling forty (40) hours, followed by two (2) consecutive days off.

Upon agreement between the employee and the Department Head based on the requirements of the Department's operation, an employee may have the option of flexing the forty (40) hours in one of the following ways:

- A. Begin work between 7:00 a.m. and 9:00 a.m. and end between 4:00 p.m. and 6:00 p.m.
- B. Work 4 10-hour days and have one (1) additional day off.
- C. Work 4 9-hour days and one 4-hour day, and have one-half (.5) of one day as additional time off.

The foregoing flex-time alternatives are examples of flex-time models and shall not preclude the Department Head from agreeing to other forms of flex-time arrangements.

Employees shall receive either a one-half (.5) or a one (1) hour unpaid meal break each workday. Schedules may not eliminate or place the lunch break at the beginning or ending of the employee's scheduled work day.

Adjusted work schedule requests and approvals shall be in writing. If a department's operations necessitate a modification in the approved "flex" schedule, the employee will modify his/her schedule to cover normal hours of operation.

#### 10.2 Overtime Authorization

All overtime must be authorized by the Department Head or his/her designated representative in advance of being worked.

#### 10.3 Definition of Overtime

Any authorized time worked in excess of the employee's work day or work week (a normal work day is considered eight (8) to ten (10) hours depending on employee's work schedule and a work week is considered forty (40) hours) shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Overtime shall be paid or accrued as compensatory time off at the employee's option.

#### 10.4 Compensatory Time

Employees shall be allowed to accumulate up to eighty (80) hours of compensatory time off.

#### 10.5 Call Back

If an employee is called back to work after leaving the workplace at quitting time, the employee shall, upon receiving the call to return to work (provided the employee lives within nine number zip codes that are 20 miles of City Hall) receive a minimum of two (2) hours work, or if two (2) hours work is not furnished, a minimum of two (2) hours pay or time and one-half (1-1/2) whichever is greater. The minimum call back on a recognized holiday shall be three (3) hours. This provision does not apply to instances in which the employee is called to report before the regular starting time and is worked from the time the employee reports to the regular starting time.

Information Systems employees assigned by their Department Head to respond to emergency repairs by telephone or computer modem after leaving the workplace, from 12:00 midnight to one (1) hour before the beginning of his/her regular work schedule, shall receive a minimum of two (2) hours of pay, or time and a half for actual hours worked, whichever is greater.

An employee who after leaving the work place is contacted by telephone, pager or email to answer a work question will receive Contact Pay of 20 minutes pay at time and one-half for each such Contact by the City.

#### 10.6 Acting Pay

An employee who is assigned in writing by the employee's supervisor and approved by the Department Head to assume the responsibilities and to perform substantially all of the day-to-day duties of a higher paying classification during the temporary or permanent absence of an employee shall, upon certification from the Department Head that employee is qualified, and after the employee has previously worked in the higher classification for a cumulative total of forty (40) hours for the purpose of training, be paid acting pay. Acting pay shall be the first step of the higher classification which is above the salary step of the employee assigned to the acting position, but in no event less than five percent (5%). This provision shall apply only when the absence of the employee in the higher classification is for forty (40) or more continuous hours.

An employee who is serving his/her initial probationary period with the City shall not be eligible to receive acting pay.

The City Manager may grant an exception to the requirement of forty (40) continuous hours, on a case-by-case basis if exceptional circumstances warrant it.

#### 10.7 Special Assignment Pay

The City Manager may authorize an additional either two and one-half percent (2 ½%) or five percent (5%) of base salary as Special Assignment Pay to any employee designated to be on special assignment.

#### 10.8 Standby

Animal Control Officers shall be paid standby pay during those times of year the department requires them to be on standby.

For each full week (seven (7) calendar days) that an Animal Control Officer is on standby, said employees shall receive \$150.00. Effective September 1, 2015 the rate shall be increased to \$225 for each full week (7 calendar days) an employee is on standby. Standby shall begin with the end of the regular shift on Monday and will end with the beginning of the regular shift the next Monday morning. All Animal Control Officers shall be expected to serve regular rotations of standby and will respond in a reasonable period of time. When called out, Article 10.4 applies. If a holiday should fall during the period of standby, the employee shall receive an additional \$35.00. Effective September 1, 2015 the employee shall receive an additional \$100 for each holiday.

The Marina Attendant, Computer Technician and Network Administrator shall be paid standby pay of \$150.00 for each full week (seven (7) calendar days) that he/she is required to be on standby.. Effective September 1, 2015 standby pay shall be increased to \$225 for each full week (seven (7) calendar days) that he/she is required to be on standby. If a holiday should fall during the period of standby, the employee shall receive an additional \$35.00. Effective September 1, 2015 the employee shall receive and additional \$100 for each holiday.

Standby can be prorated if an employee is not required to be on standby for a full week.

#### 10.9 Bilingual Pay

The City shall pay \$100.00 per month to an employee who has taken and passed the bilingual examination administered by the HR Department, 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.

## ARTICLE 11

### COMPENSATION

#### 11.1 Salaries

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.

Except as otherwise provided herein, classifications within the unit shall receive the following salary increases:

- A. Effective the first full payroll period after January 1, 2016 an across the board wage increase of 3.0% shall be implemented for all classifications in the bargaining unit.

#### 11.2 "Me Too" Clause

During the term of this Agreement, the parties agree that increases/decreases negotiated with Local 1 in excess of what has been negotiated with OE3 for the term of this agreement 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 Local 1.

- 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 beyond that already provided to OE3; however, any benefit changes mandated by the City Council shall be incorporated in the allocation agreement. The OE3 Unit will always retain the option to take the compensation increase/decrease in the exact same way that the Local 1 bargaining 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 Local 1, the OE3 group shall receive the difference between the three percent (3%) increase and the increase already



provided to OE3. 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.

### 11.3 Starting Rate

Except as herein otherwise provided, entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

### 11.4 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendations of the Department Head and approval by the City Manager.

If the City Manager at any time determines that it is in the City's interest, he/she may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Article, an employee may receive increases in salary according to the following plan:

Step B upon completion of thirteen (13) biweekly pay periods (6 months) of service in Step A and City Manager's approval.

Step C upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step B and City Manager's approval.

Step D upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step C and City Manager's approval.

Step E upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step D and City Manager's approval.

### 11.5 Conversion Rate

Any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgement of the City Manager, such conversion is advisable. In determining equivalent amounts on different time basis, the Director of Finance, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time. Conversion of a monthly salary rate to an hourly rate equivalent shall be made by dividing such monthly rate by 173.33 hours, which is considered to be the average number of work hours per month.

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Director of Finance, subject to the approval of the City Manager.

11.6 Regular and Probationary Part-Time Employees

Part-time appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification to the Human Resources Director, by the Department Head to which the appointment is to be made, that the employee is scheduled to work continuously during a twelve (12) month period. Medical insurance premium for the employee shall be paid in full and all other benefits, including those for dependents, shall be prorated by dividing the regularly scheduled hours each week by forty (40) hours. The factor shall be the percentage of the City's contributions.

1,040 hours of service shall equal six (6) months and 2,080 hours of service shall equal one (1) year of service.

11.7 Pay Differential

The City will pay the following pay differentials:

- A. Five Percent (5%) for Code Enforcement Officer Certification [CACEO certified]
- B. Five Percent (5%) Senior Building Inspector
- C. Five Percent 5% for Civil Engineer
- D. Five Percent 5% for Building Inspectors I and II

## ARTICLE 12

### HEALTH & WELFARE

#### 12.1 Medical Insurance

- A. 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.
- B. 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.
- C. 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 their 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.

#### 12.2 Dental Insurance

- A. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
- B. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented 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.

#### 12.3 Life Insurance

- A. The City shall contribute the monthly premium amount necessary to purchase a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.
- B. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional, with the premium paid by the employee.

12.4 State Disability Insurance (SDI)

- A. Employees in this Unit shall be enrolled in State Disability Insurance (SDI).

12.5 Long-Term Disability Insurance

- A. The City shall make a Long-Term Disability Insurance Plan available for all represented employees at the employee's expense, outside of the cafeteria plan.
- B. Enrollment in the Long-Term Disability Insurance Plan is mandatory.

12.6 Vision Care Insurance

- A. The City shall make available to represented employees and the dependents of represented employees Options I, II and III of the City of Antioch Vision Plan.
- B. Enrollment in the Vision Plan is optional.

12.7 Employee Assistance Program

- A. The City shall contribute the monthly premium on behalf of each represented employee toward the cost of the City's current Employee Assistance Program (EAP).
- B. Enrollment in the EAP is mandatory.

12.8 Gym/Health Club Reimbursement Program

- A. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to represented employees who provide the City with written verification of regular membership in a health club or commercial gym.
- B. Employees, who provide written proof of membership pursuant to paragraph A. above, may receive up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.

12.9 Flexible Benefits (Cafeteria) Plan

- A. Effective January 1, 2015, the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees:
  - 1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute \$595.72 per month.
  - 2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$1053.90 per month.

3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$1366.79 per month.

At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine the flexible benefits/cafeteria plan contributions for the following calendar year as follows:

- a. The City shall add the dollar value increases in premiums for the Kaiser health plan (single, 2-party, family) and the most costly dental plan.
- b. The City then shall divide the sum of these changes by 2, to determine a 50%/50% split of the increase in premiums.
- c. The City's contribution toward the flexible spending/cafeteria plan shall be modified by 50% of the premium increase. This 50%/50% sharing of premium increases shall be capped at a maximum annual increase of \$1,000 out of pocket per employee (\$2,000 combined total premium increase). In the event that the annual premium increase exceeds \$2,000, the City shall pick up 100% of the premium in excess of \$2,000.

B. Each employee shall file an election in writing during the month of Open Enrollment 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.

1. During the designated Open Enrollment Period each year, each represented 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 Benefits Plan.
2. If the costs of an employee's selections exceed the City's monthly contributions, the employee shall designate a portion of his/her wages to be deposited into the Flexible Benefits Plan to cover the cost of such selections.
3. If the costs of an employee's selections under the Flexible Benefits 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.

4. 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. In the event an employee does not timely report a change of dependent status that affects the amount of the City's monthly contribution, the employee shall reimburse the City for any overpayment paid by the City via payroll deduction.
5. 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.

#### 12.10 Alternative Health & Welfare Benefits

- A. The City and the Union may, by mutual agreement, re-open discussions at anytime during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.
- B. Except where changes are imposed upon the City and the Union by outside authority, modifications in benefits would occur only as the result of mutual agreement between the parties.

## ARTICLE 13

### RETIREMENT

#### Retirement

##### 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. 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 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 (MAR)

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the MAR 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 all impacted employee vote to make a contribution of Two point Five percent of the employee's base monthly salary toward the Medical After Retirement Account, the City will match such contribution, making the City's total contribution toward all impacted employees two point five percent (2.5%).

## ARTICLE 14

### HOLIDAYS

- 14.1 The City shall observe the following holidays during the term covered by the Memorandum of Understanding:

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

14.2 Floating Holiday

The City shall provide two (2) floating holidays, and employees with less than six (6) months' service but at least two (2) months' service in a calendar year, shall receive only one (1) floating holiday. The specific date to take said day(s) shall be mutually determined between the employee and his/her Department Head--normally five (5) working days in advance of the proposed date but in no instance less than twenty-four (24) hours in advance of the proposed date. Floating holidays must be taken in the calendar year and must be taken off as whole days (8 hours).

For calendar year 2016 only, the City shall provide one (1) additional floating holiday for a total of three (3).

14.3 Holiday Pay

Should an employee be called to work on a designated holiday or scheduled floating holiday, the employee shall receive holiday pay at time and one-half (1-1/2) for each portion of an hour worked.

14.4 Alternative Holiday

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

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an alternate day off during the same pay period.



## ARTICLE 15

### VACATION

#### 15.1 Vacation Scheduling and Qualifying

Only employees who on the most recent anniversary date of their employment shall have been in the service of the City for a period of six (6) months or more shall be entitled to a vacation. Vacation shall be taken off at the rate of one-half (1/2) hour increments.

The times during the calendar year at which an employee shall take vacation shall be determined by the Department Head or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City.

#### 15.2 Vacation Benefits

All employees shall earn an 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).

Vacation will be accrued on the current hourly schedule and used on an hour for hour basis.

#### 15.3 Vacation Accumulation

Employees may earn vacation credit up to a maximum of the amount accumulated for 18 months' service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th, and 20th years of service, the higher rate will be used for computation of the 18-month figure.

#### 15.4 Vacation Pay at Termination

Upon termination of employment, a regular or probationary employee shall be paid the cash value of their accrued vacation leave at the time of termination, as well as a pro-rated accrual amount for their final pay period.

15.5 Holiday During Vacation Leave

In the event one or more observed holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave.

## ARTICLE 16

### SICK LEAVE

#### 16.1 Benefits

- A. 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 (12) days per year) with unlimited accumulation.
- B. 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.
- C. If sick leave is used for other than the legitimate purposes described in paragraph F. below, such use shall constitute an abuse of the sick leave benefit for which an employee may be the subject of disciplinary action up to and including termination.
- C. 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.
- E. An employee who has been absent from work due to an illness or injury for three (3) or more consecutive workdays may be required to submit medical verification of treatment/ability to return to work upon his/her return to duty, if notified of such requirement prior to his/her return. 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 following any absence from work, 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.
- F. Sick leave may be used only in the following situations:
  1. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
  2. When the employee must provide care for his/her spouse, domestic partner, parent, child or dependent, as defined by state "Kin Care Law", a maximum of six (6) days per calendar year may be used. An employee may use additional days provided they maintain at least one hundred twenty (120) hours of accumulated sick leave after said use..

3. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.
4. Sick leave will be accrued on the current hourly schedule and used on an hour for hour basis.

16.2 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.

16.3 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 Human Resources Department. The contents shall be modified from time to time in order to reflect administrative changes.

16.4 Conversion of Sick Leave

At the end of each calendar year, if a member 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 member's account.

## ARTICLE 17

### LEAVES OF ABSENCE

#### 17.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay for reasons other than illness or injury. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase the value to the City upon return, or because of personal hardship. Employees may not be granted an unpaid leave of absence until all accrued vacation is taken, except that the City Manager may grant an unpaid leave of absence before all vacation is used if he/she determines that there is a bonafide emergency or hardship and the leave of absence is for no more than thirty (30) calendar days. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on unpaid leave of absence. The decision of the City Manager on granting or refusing to grant any leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

#### 17.2 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve and travel time.

Any compensation received by an employee for such service performed on a regularly scheduled work day shall be remitted to the City. Any mileage payments received by such employee shall be retained by the employee.

#### 17.3 Military Leaves of Absence

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.

#### 17.4 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Worker's Compensation Laws of the State of California except that the City will 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 any 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 day waiting period, the employee is eligible for long-term disability benefits in conjunction with Workers' Compensation benefits. Long-term disability shall be paid in accordance with the provisions of the long-term disability insurance plan

unless the employee chooses to use sick leave, vacation or compensatory time. 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.

Medical, dental and life insurance premiums shall be paid by the City for up to one (1) year during an industrial injury leave.

#### Non-Industrial Disability

In the event of a non-industrial illness or injury, the employee may use State Disability Insurance. Long-term disability is available after a thirty (30) calendar day waiting period and after all sick leave is used except that the employee may reserve up to forty (40) hours of sick leave balance for future use. An employee may use vacation, compensatory time or floating holidays during such period of disability. 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.

Medical, dental, vision and life insurance shall be paid by the City for up to six (6) months of non-industrial disability leave.

#### 17.5 Bereavement Leave

Time off with pay to attend funerals of immediate family members (spouse, domestic partner, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, and grandchildren) shall be allowed. The actual amount of time off shall depend on the individual circumstances, but normally shall not exceed three (3) work days. In unusual circumstances, or when services will be held more than 500 miles from Antioch, up five (5) days of Bereavement Leave may be approved by the City Manager. Bereavement Leave in excess of three (3) days shall be charged to the employee's sick leave. Decisions of the City Manager shall be final and will not be grievable. The Department Head involved must be notified in advance.

## ARTICLE 18

### PROBATIONARY PERIOD

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective evaluation of a new employee's work and for rejecting any probationary employee whose performance does not meet the required standards of work.

The initial probationary period for employees is twelve (12) months for new hires and six (6) months for promotions. The probationary period may be extended for a period of three (3) months on a case-by-case basis. Employees promoted while still on initial probation will serve a six (6) month promotional probationary period plus anytime still remaining on his/her initial probationary period.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal.

Any employee rejected during the probationary period following a promotional or transfer appointment shall be reinstated to the position from which promoted, unless discharged.

## ARTICLE 19

### LAYOFF AND REEMPLOYMENT

#### 19.1 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.

#### 19.2 Determination of Seniority Date

As determined by official City payroll records, all continuous periods of services in the employ of the City shall be counted toward the establishment of an employee's City Service Date, 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 Date.

Leave of Absence. In computing both City and Classification Seniority, all time spent on paid leave of absence shall be included and unpaid leave of absence of more than 30 consecutive calendar days shall be excluded, starting with the 31<sup>st</sup> day.

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.

Ties. If two (2) or more employees have identical Service Dates, the tie shall be broken based on a drawing by lot.

#### 19.3 Order of Layoff

The order of layoff in the City shall be by classification based on inverse seniority as defined in 19.2, the employee in that classification with the least seniority 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 layoff of probationary or post-probationary status employees.

#### 19.4 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 from which the employee was originally promoted or any subsequently created intermediate level classification, within the class series, 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 Manager'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 of the new/demoted classification 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 classes represented by Union, if said employee has not held post-probationary status in a position in the representational unit within the previous twelve (12) months period preceding the proposed demotion.

#### 19.5 Reemployment List

The names of all probationary and post-probationary employees released or demoted from positions in the City as a result of layoff must be placed on Reemployment Lists 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 positions in the City's employ until reemployment lists for the particular classification have expired or exhausted.

It is the City's intent to notify all employees on reemployment lists 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.

#### 19.6 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 five (5) calendar 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 laid off.

19.7 Reappointment

Upon reappointment to the classification from which the employee was originally laid off 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 laid off 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.

Any former employee subsequently denied reemployment with the City shall retain the right of appeal through the grievance procedure.

19.8 Notice of Layoff Union 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 Union, the City Manager or his/her designee shall notify the Union of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. Such meeting should address possible alternative to layoff such as reduction pay - time off without pay.

The City shall provide thirty (30) calendar days notice of layoff to affected employees.

19.9 Benefits

An employee who is laid off shall not accrue or be eligible for any benefits including but not limited to vacation, sick leave, holidays, medical, dental, life insurance, retirement contributions and uniforms. Any employee reemployed after a layoff shall have reinstated all sick leave accruals that the employee did not receive compensation for at the time of layoff.

19.10 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.

## ARTICLE 20

### DISCIPLINE

#### 20.1 Right of Discharge

The City shall have the right to discharge, suspend or demote any employee for just cause.

#### 20.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended, or demoted, employee shall have the right to appeal his/her case through the appropriate procedure (Article 22). Such appeal must be filed with the City Manager by the Union in writing within three (3) calendar days from the date of discharge and unless so filed the right to appeal is lost.

Any discharged, suspended or demoted employee shall be furnished the reason for the actions in writing.

## ARTICLE 21

### PERSONNEL FILES

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## ARTICLE 22

### GRIEVANCE PROCEDURE

A grievance is any dispute concerning the misinterpretation or misapplication of the Employee Relations' Ordinance, existing memoranda of understanding, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights decision on wages, hours, and other terms and conditions of employment. A grievance may be filed by the employee, the Union, or Union on behalf of an employee.

#### 22.1 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the immediate supervisor in the department in which he or she works in the presence of his/her steward if desired. If the issue is not resolved, or if the employee elects to submit his or her grievance directly to an official of OE3, the grievance may be referred to the Department Head. If the issue is not resolved, the procedures hereafter specified may be invoked.

#### 22.2 Referral to City Manager

Any employee or any official of OE3 may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under Sub-Article 22.3 below which has not first been filed and investigated in pursuance of this Sub-Article 22.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing to the City Manager may be referred to the Board of Administrative Appeals.

#### 22.3 Board of Administrative Appeals

In the event the grievance has not been resolved by the procedures set forth above or the employee believes he/she has been unjustly discharged, suspended, demoted or had his/her base pay reduced, the employee may file an appeal with the City's Board of Administrative Appeals.

#### 22.4 Board of Administrative Appeals Procedure

The employee may be represented by the Union or legal counsel and the City may be represented by whomever the City Manager designates. The City and the Union shall individually bear the expenses incurred in presenting their respective cases. The Board shall conduct the hearing at a mutually convenient time and place. In cases involving discipline only, representatives of the City shall make the initial offer of proof. The Board shall have the right to call and swear witnesses at the request of either party and all witnesses shall be subject to cross-examination. A written transcript shall be made of the hearing at the request of either party. Any cost incurred in conducting a hearing, such as the cost of a transcript or meeting place, shall be shared equally by the City and the Union. After both parties have presented their case, the Board may allow oral argument and may accept written briefs. Upon the receipt of all evidence submitted by both sides, the Board shall study the evidence and render a written decision.

The decision of the Board shall be conclusive and final ten (10) calendar days following its written notice of decision.

Within ten (10) days of the Board's decision, any member of the City Council or the City Manager may transfer the Board's decision on grievances to the City Council for consideration and a final determination. The decision to have the City Council review such decision shall reside only in members of the City Council and the City Manager. Any decision made by the Board which is not transferred by a City Council member or City Manager within such ten (10) day period shall be deemed final and conclusive.

Either the City or the employee and/or Union may seek judicial review of a decision of the Board pursuant to section 1094.5 of the Code of Civil Procedures of the State only if the petition for the writ of mandate is filed not later than the ninetieth (90th) day following the date on which the challenged decision becomes final.

#### 22.5 Pay Claims

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.

## ARTICLE 23

### OUTSIDE EMPLOYMENT

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No City uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by an employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment from other than the City of Antioch without the approval of the City Manager. Such permission shall not be necessary if the outside employment is less than four (4) hours per City work day and no possible conflict of interest with his/her City employment is discernible.

## ARTICLE 24

### SAFETY SHOES/UNIFORMS/MEALS AND MISCELLANEOUS CONDITIONS OF WORK

#### 24.1 Safety Shoes

The City shall contribute (\$190.00 per fiscal year toward safety shoes. Effective July 1, 2015 the City shall contribute \$250 per fiscal year toward safety shoes for employees in the following classifications and any classification where such equipment is deemed necessary by the Department Head.

Jr./Asst./Assoc. Civil Engineer	Asst/Assoc/Sr Dev Svc/Engineering Technician
Public Works Inspector	Sr. Public Works Inspector
Building Inspector I/II	Sr. Building Inspector
Animal Control Officer	GIS Technician
Code Enforcement Officer	Jr./Asst/Associate Planner
Marina Lead/Prop Manager	

#### 24.2 Uniform Allowance

Animal Control Officers shall be provided with three (3) sets of uniforms, a foul weather jacket, and a uniform belt at the time of hire. Items of the uniform, including patches, shall be replaced as deemed necessary by the Department Head or Supervisor.

Public Works Inspectors, Senior Public Works Inspector, Development Services/ Engineering Technicians, Senior Building Inspector and Building Inspectors I/II shall be provided with City jackets. Jackets shall be replaced as deemed necessary by the Department Head or Supervisor.

#### 24.3 Lunch Period Overtime

In the event that an employee is required to work through the lunch period, they shall be paid overtime for such period and be given reasonable time to eat lunch. This is intended for unusual and not continuous circumstances.

#### 24.4 Meal Payments

When an employee is required to report to work (not telecommuting):

- A. Two (2) or more hours before, and at least two (2) hours after 7:00 am;
- B. Four (4) hours before, and at least two (2) hours after end of his/her scheduled work day;
- C. Four (4) hours between 7:30 p.m. and 7:00 a.m. and for each four (4) hours worked during the period;

The employee shall receive a meal allowance of eleven dollars and fifty cents (\$11.50), if the City has not already provided a meal.



#### 24.5 Educational Incentive Plan

For classes approved by the Human Resources Director, the cost of books and tuition shall be reimbursed by the City, subject to the guidelines specified in Administrative Memorandum based on a first-come, first-served basis.

#### 24.6 Health and Safety

A. No employee shall be expected to work in the presence of any valid safety or health hazard. Should any employee believe that such conditions exist, the employee should so notify his/her immediate supervisor to determine the degree of the existing hazard.

B. Two (2) representatives selected by Management and two (2) employee representatives selected from the Union shall constitute a Joint Union/Management Safety Committee. Appointed representatives from Management and employee representatives from the Union shall meet on a regularly scheduled basis to be mutually agreed upon. The purpose of these meetings is to recommend safety regulations, guidelines, training programs and necessary corrective action concerning conditions associated with the work environment. Representatives of the Joint Union/Management Safety Committee shall investigate and inspect, on a periodic basis, employee safety and health complaints which have not been corrected by the responsible supervisor. The findings of this investigative team shall be presented to the Joint Union/Management Safety Committee for appropriate action.

Any failure on the part of the City to take corrective action on joint recommendations shall be subject to the grievance procedure.

C. The City shall continue the present practice of providing safety glasses.

#### 24.7 Contract Work

The City will notify the Union if it proposes contracting or subcontracting work customarily performed by members of the Union bargaining unit a minimum of sixty (60) days prior to any proposed action to take place, the Union shall be given an opportunity to discuss the effect of the proposed action upon its members and upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City's own employees. In the event that the City decides to contract or subcontract work, the City will: (1) make reasonable efforts to transfer affected employees to positions for which they meet minimum qualifications, and (2) pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor. However, the City does not guarantee employment in the event work is no longer performed by City employees. The foregoing shall not apply in the event the required employees or equipment is not available.

#### 24.8 Notice of Classification Modification

The Union shall be notified when the City anticipates or needs to modify, add or delete job classifications which modification, addition or deletion might impact wages, benefits

or working conditions currently covered by the City's existing agreement and/or the makeup of the bargaining unit. All issues requiring meet and confer processes with the Union shall be undertaken accordingly.

24.9 Temporary Assignments

The City shall not hire employees in a temporary capacity for more than 2080 continuous hours.

24.10 Safety Glasses

The City shall provide one pair of safety glasses per year for the following:

Animal Control Officer  
Code Enforcement Officer  
Public Works Inspector  
Sr. Building Inspector

Building Inspector  
Jr./Asst./Assoc. Civil Engineer  
Sr. Public Works Inspector

## ARTICLE 25

### SEPARABILITY OF PROVISIONS

25.1 Should any article, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

25.2 The provisions of this Memorandum of Understanding are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.

ARTICLE 26

PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

- 26.1 Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- 26.2 This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.
- 26.3 The undersigned City and Union representatives agree that they have reached an understanding relative to the above provisions which have application to the employees of Representational Unit No. IV and that the parties hereto jointly recommend that the City Council adopt an appropriate resolution ratifying those provisions of this Memorandum of Understanding.

CITY OF ANTIOCH

OPERATING ENGINEER LOCAL UNION 3

By: \_\_\_\_\_  
STEVE DURAN  
City Manager

By: \_\_\_\_\_  
ALLEN DUNBAR  
Chief Negotiator

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
PHIL HOFFMEISTER  
Steward

By: \_\_\_\_\_  
ANNETTE MEFFORD  
Member

By: \_\_\_\_\_  
HAROLD JIROUSKY  
Member

By: \_\_\_\_\_  
KEVIN SCUDERO  
Member

Dated: \_\_\_\_\_



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Scott Buenting, Associate Engineer, Capital Improvements Division

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

**SUBJECT:** Final Acceptance of the Antioch Marina Boat Launch Facility, Third Boarding Float (P.W. 523-16B)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion.

### **STRATEGIC PURPOSE**

This item supports Strategy J-1 in the Strategic Plan to increase the use of the City's recreational facilities. By installing the third boarding float at the Marina Boat Launch Facility, congestion at the launch ramp will be reduced and boaters will enjoy increased access to the Delta.

### **FISCAL IMPACT**

The final construction contract price for the Antioch Marina Boat Launch Facility, Third Boarding Float project is \$169,369 with budgeted funding from grant funding through the Department of Parks and Recreation, Division of Boating and Waterways, Harbor and Watercraft Revolving Grant program in the amount of \$202,000.

### **DISCUSSION**

On April 28, 2015, the City Council awarded a contract to Valentine Corporation in the amount of \$169,369 for the construction of a third boarding float and installation of abutment handrails at the Marina Boat Launch Facility. The work on this project was completed on August 24, 2015.

### **ATTACHMENTS**

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

**ATTACHMENT "A"**

**RESOLUTION NO. 2015/\*\*  
RESOLUTION ACCEPTING WORK AND DIRECTING  
THE PUBLIC WORKS DIRECTOR/CITY ENGINEER  
TO FILE A NOTICE OF COMPLETION FOR THE ANTIOCH MARINA BOAT LAUNCH  
FACILITY, THIRD BOARDING FLOAT  
P.W. 523-16B**

**WHEREAS**, the Public Works Director/City Engineer, has certified the completion of all work provided to be done under and pursuant to the contract between the City of Antioch and Valentine Corporation and;

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

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

1. The above-described work is hereby accepted.
2. The Public Works Director/City Engineer is directed to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 13<sup>th</sup> day of October, 2015 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**ATTACHMENT "B"**

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

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

**NOTICE OF COMPLETION**

**FOR**

**ANTIOCH MARINA BOAT LAUNCH FACILITY, THIRD BOARDING FLOAT  
IN THE CITY OF ANTIOCH  
P.W. 523-16B**

**NOTICE IS HEREBY GIVEN** that the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Valentine Corporation was completed on August 24, 2015.

The surety for said project was Fidelity and Deposit Company of Maryland.

The subject project consisted of installing a boarding float at the Antioch Marina Boat Launch Facility located at 5 Marina Plaza in Antioch, California.

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

\_\_\_\_\_  
Date

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





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Scott Buenting, Associate Engineer, Capital Improvements Division

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

**SUBJECT:** Final Acceptance of the Piping Reconfiguration of Canal Pumps 2 and 4 and Pump 2 Replacement, P.W. 246-26

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### RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the Director of Finance to increase the existing contract with Con-Quest Contracting, Inc. for this project in the amount of \$14,293 for a total of \$520,293, accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion.

### STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way and Strategy K-2 by enhancing the delivery of high quality water.

### FISCAL IMPACT

The final construction contract price for the Piping Reconfiguration of Canal Pumps 2 and 4 and Pump 2 Replacement project is \$520,293 with budgeted funding from the Water Enterprise Fund in the amount of \$705,000. This action increases the contract amount by \$14,293 from \$506,000 to \$520,293, which is the final construction contract price for this project.

### DISCUSSION

On September 23, 2014, the City Council awarded a contract to Con-Quest Contracting, Inc. in the amount of \$506,000. The project replaced deteriorated discharge piping and inoperable appurtenances at the Canal East Pumping Station. Pump No. 2 at the Canal West Pumping Station was also replaced and a direct connection between this pump and the raw water pipeline was constructed. The work on this project was completed on September 11, 2015. The increase in the final construction cost was predominately due to the replacement of non-linear piping support at the Canal East Pumping Station, modifications to pipeline restraints and performing an internal video investigation of the existing raw water pipeline.

### ATTACHMENTS

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



**ATTACHMENT "A"**

**RESOLUTION NO. 2015/\*\*  
RESOLUTION ACCEPTING WORK AND DIRECTING  
THE PUBLIC WORKS DIRECTOR/CITY ENGINEER  
TO FILE A NOTICE OF COMPLETION FOR THE PIPING RECONFIGURATION OF  
CANAL PUMPS 2 AND 4 AND PUMP 2 REPLACEMENT  
P.W. 246-26**

**WHEREAS**, the Public Works Director/City Engineer, has certified the completion of all work provided to be done under and pursuant to the contract between the City of Antioch and Con-Quest Contracting, Inc. and;

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

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

1. The above-described work is hereby accepted.
2. The Public Works Director/City Engineer is directed to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof.
3. The Director of Finance is hereby directed to increase the contract with Con-Quest Contracting, Inc. by \$14,293, from \$506,000 for a total of \$520,293.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 13<sup>th</sup> day of October, 2015 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**ATTACHMENT "B"**

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

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

**NOTICE OF COMPLETION**

**FOR**

**PIPING RECONFIGURATION OF CANAL PUMPS 2 AND  
4 AND PUMP 2 REPLACEMENT IN THE CITY OF ANTIOCH  
(P.W. 246-26)**

**NOTICE IS HEREBY GIVEN** that the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Con-Quest Contracting, Inc. was completed on September 11, 2015.

The surety for said project was Fidelity and Deposit Company of Maryland.

The subject project consisted of pump and pipeline replacements at the Canal East and Canal West Pumping Stations in Antioch, California.

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

\_\_\_\_\_  
Date

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Scott Buenting, Associate Engineer, Capital Improvements Division

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

**SUBJECT:** Consultant Service Agreement for the Water Treatment Plant Electrical Upgrades (P.W. 246-25)

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### RECOMMENDED ACTION

It is recommended that the City Council approve the proposal and authorize the City Manager to sign an agreement with TJC and Associates, Inc. for engineering services related to the Water Treatment Plant Electrical Upgrades project in the amount of \$178,318.

### STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities. This project will assist in maintaining a reliable facility by proactively assessing and rehabilitating the electrical systems at the Water Treatment Plant.

### FISCAL IMPACT

The 2015-16 Capital Improvement Budget includes \$700,000 in Water Enterprise Funds for electrical studies and improvements at the Water Treatment Plant.

### DISCUSSION

The Water Treatment Plant (WTP) is comprised of two distinct facilities (Plant A and Plant B). Plant A was constructed in the late 1940's and Plant B was constructed in the late 1980's. Both plants have undergone numerous modifications and upgrades over the years. A large portion of electrical distribution equipment within Plant A is approaching the end of its useful life. The electrical facilities within Plant B are newer, but are in need of minor modifications.

On July 1, 2015, staff mailed letters to five (5) engineering firms requesting proposals for performing an extensive evaluation of the existing electrical systems at the WTP, preparing arc flash hazard analyses and Personal Protective Equipment ratings for the equipment within the plant and developing contract documents for electrical improvements.

On August 6, 2015, proposals were received from Eaton Corporation of Livermore, GHD of Santa Rosa, TJC and Associates, Inc. of Oakland and YEI Engineers, Inc. of Oakland. Based on the content of the proposals and discussions each firm had with WTP and Capital Improvement staff during pre-proposal site visits, TJC and Associates,

Inc. was selected as the most qualified firm to provide the services required for this project. Staff has subsequently met with representatives from TJC and Associates, Inc. to develop the scope of work and cost proposal included in the attached Consultant Service Agreement.

**ATTACHMENTS**

A: Consultant Service Agreement



# ATTACHMENT "A"

## CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TJC AND ASSOCIATES, INC. FOR THE WATER TREATMENT PLANT ELECTRICAL UPGRADES P.W. 246-25

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and TJC and Associates, Inc. ("Consultant") as of October 14, 2015.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2016, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agree to pay Consultant a sum not to exceed **\$179,798.00 (One hundred seventy nine thousand seven hundred ninety eight dollars)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder,

including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.3 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

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

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

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed One thousand four hundred eighty dollars (\$1,480.00). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:



Mileage  
Reproduction Services

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

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

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

**4.1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

**4.2. Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**4.3. Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**4.4. Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.



**4.6. Certificate of Insurance and Endorsements.** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**4.7. Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

**4.8. Higher limits.** If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**4.9 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES**

**5.1.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

**5.2.** In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or

the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**5.3.** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

**5.4.** By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

## **Section 6.**     **STATUS OF CONSULTANT.**

- 6.1**     **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2**     **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7.**     **LEGAL REQUIREMENTS.**

- 7.1**     **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2**     **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3**     **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.



7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

## **Section 8. TERMINATION AND MODIFICATION.**

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no

obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or



materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The City understands that all documents prepared or furnished by Consultant for this Project pursuant to this Agreement are instruments of Consultant's professional service. The City shall obtain ownership of those documents, including copyright, upon payment for Consultant's services rendered except Consultant retains copyright in its standard systems, sections, details and specifications. Consultant grants the City a license to use Consultant's standard systems, sections, details and specifications for this Project. But, such documents are not intended for reuse by the City or others on extensions or modifications to this Project or other projects. Any such reuse without the written authorization by Consultant will be at the City's sole risk and without liability to Consultant or Consultant's subcontractors.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

Paul J. Giorsetto, Principal  
TJC & Associates, Inc.  
1615 Broadway, 4th Floor  
Oakland, CA 94612



Any written notice to City shall be sent to:

City Manager  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Steven Duran, City Manager

Attest:

\_\_\_\_\_  
Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CONSULTANT:**

TJC & ASSOCIATES, INC.

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

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

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

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

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

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

*[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]*

# EXHIBIT "A"



City of Antioch  
Antioch Water Treatment Plant  
Electrical Upgrades

Scope of Work

## ATTACHMENT A

**Scope of Services**  
**Between the City of Antioch**  
**and**  
**TJC and Associates, Inc.**  
**for**  
**Consulting Services for Water Treatment Plant WTP A and WTP B**  
**Electrical Upgrades Project**  
**City Project P.W. 246-25**  
**(TJCAA Project No. 115057)**

### **BACKGROUND**

The City's two WTPs provide roughly 6.4 billion gallons of treated water annually. The two facilities, WTP A and WTP B, are distinct yet neighboring facilities with certain critical processes shared between them (e.g., chemical feed systems and solids handling facilities). WTP A is the older of the two, originally built in the late 1940s; WTP B was originally constructed in the late 1980s. Both facilities have been modified and upgraded since their original construction. However, the modifications and upgrades in many cases were not fully documented. There are limited record and as-built drawings available for use under this project. Further, recent updates to electrical safety codes, specifically NFPA 70E (Standard for Electrical Safety in the Workplace), have resulted in more aggressive monitoring and enforcement by regulatory agencies at industrial facilities such as the City's two WTPs.

To address these concerns, the City issued a Request for Proposal dated July 1, 2015 in order to select an engineering consultant to assist the City with this effort. Based on an evaluation of the proposals received, the City selected TJC and Associates, Inc. (TJCAA) to inventory, analyze, evaluate, design, and construct improvements to the City's two WTPs' electrical distribution and motor control systems. The intent of this effort is to replace the aging equipment to improve reliability, simplify maintenance and spare parts inventories, and alleviate safety concerns while mitigating system shortcomings.

### **SCOPE OF SERVICES**

#### **TASK 1 – RECONNAISSANCE AND AS-BUILT DOCUMENTATION**

##### **TASK DESCRIPTION**

Subtask 1.1: Review Available Data: Collect, evaluate, and review available project data. Document review will include record drawings, existing design criteria (from previous projects), specifications, operations and maintenance manuals, geotechnical information, project definition documents and other materials that may be available from the City. In addition, make use of previous field investigatory efforts from the Project Team to simplify the reconnaissance effort where possible.

Subtask 1.2: Using certified technicians, perform field investigations at WTP A and WTP B, accessing distribution equipment, MCCs, panels, to acquire equipment ratings, protective device settings, wire sizes. Simultaneously, perform visual condition assessment for use in preparation of a preliminary deficiency and remediation report. Report shall document





equipment deficiencies noted during the investigations and where possible make recommendations to alleviate safety or operational concerns.

Subtask 1.3: Interview City O&M and engineering staff to acquire historical perspective of overall electrical system performance.

Subtask 1.4: Prepare summary Electrical Deficiency and Remediation Report with initial assessment of potential hazard areas; include operational or procedural methods to mitigate risk prior to performance of computer analyses and design processes.

#### **TASK ASSUMPTIONS**

- All access to equipment internal components to be performed by APS with certified and trained personnel.
- City to provide access to record drawings library, shop drawings, previous studies/reports.
- Existing equipment do not bear arc flash labels. Where arc flash concerns are present, access will be made outside of the limited approach boundary area. High resolution photographs will serve as the basis to verify equipment ratings if possible. If ratings cannot be determined from photographs, engineering judgement will be used to approximate values for use in modeling and analyses (Task 2).
- Plant or specific process area shutdowns can be coordinated with City operations staff to allow access to equipment in a de-energized state wherever possible.
- Field investigations will be limited to visual observations only. Electrical maintenance testing of equipment is not included but can be performed as an additional service if authorized by the City's Project Manager (Task 5).
- A conference call with the City is included to discuss findings and recommendations included in the Electrical Deficiency and Recommendation Report.

#### **TASK DELIVERABLES**

- Summary Deficiency and Remediation Report, not to exceed two pages in length

### **TASK 2 – ANALYSES AND RECOMMENDATIONS**

#### **TASK DESCRIPTION**

The purpose of this task is to incorporate the results of the field work completed under Task 1 into an Electrical System Technical Memorandum that incorporates master planning level series of projects and costs.

- Perform electrical studies and modeling including load analysis, short circuit, selective coordination, and arc flash hazard analysis based on field acquired system data and available record drawings.
- Develop alternatives for key project elements including equipment configuration, location, and ratings. Include alternatives for construction sequencing and methods of mitigating construction outages including temporary generator, pumping, or other options.
- Establish electrical design criteria including reliability, seismic, spare/future capacity, equipment expansion, safety, and equipment features.
- Evaluate alternatives and develop implementation plan; perform technical evaluation of the alternatives. Develop preliminary single line diagrams, room and building layouts to complete the evaluations. Develop conceptual level cost comparisons. Utilize design criteria, operational considerations, and plant impacts as developed with City staff as the basis for the evaluation of alternatives.



- Prepare Electrical System Technical Memorandum with summary arc flash hazard tables, PPE requirements, remediation recommendations, design criteria, and construction sequencing approach and constraints. Incorporate master planning level project descriptions, costs, and ranking.
- Facilitate a dedicated workshop to review Electrical System TM and validate master plan project rankings and final design requirements for WTP A and WTP B.
- Provide equipment arc flash labels for all equipment operating at voltages higher than 200V to ground using the standard labels generated from the SKM software.

#### TASK ASSUMPTIONS

- Electrical modeling and generation of arc flash labels shall be performed using SKM PowerTools software; load analysis and load summary shall be performed using Microsoft Excel spreadsheets.
- City shall assist TJCAA with contacts to PG&E necessary to obtain the available utility parameters for use in the modeling effort. The City will provide PG&E billing records for WTP A and B facilities over a recent 12-month period.
- The number of alternatives evaluated will depend on the specific system or case being analyzed. Alternatives will consider aspects of reliability, maintainability, redundancy, and cost. However, a maximum of three alternatives will be reviewed for the following systems at a minimum for both WTP A and WTP B.
  - a. Medium Voltage (21 kV) distribution
  - b. Low Voltage distribution and motor control systems
  - c. Standby power systems (generator)
  - d. Provisions for serving future loads associated with relatively power intensive alternative treatment processes such as a brackish membrane systems.
- A preliminary process and sequence of construction workshop shall be held early in the review process to be facilitated by the TJCAA (CDM Smith) process engineer.
- City comments on the Draft Electrical TM shall be provided in writing to the TJCAA Team following discussion at the Draft TM workshop.
- Electrical TM shall be a maximum of 15 pages not including Appendices, Drawings, Figures, or Tables. The draft and final BODR shall include the following sections:
  1. *Executive Summary: Summary of the recommended approach for electrical improvements*
  2. *Project Background: Basis for the project*
  3. *Technical Analyses*
  4. *Development and comparison of alternatives*
  5. *Preliminary single line diagrams*
  6. *Design Criteria: Requirements of major project elements*
  7. *Project implementation plan including priorities, sequence, phasing, and preliminary schedule*
  8. *Constructability issues*
  9. *Preliminary opinion of probable cost and estimates for cash flows*
- Electrical TM Workshop shall include PowerPoint presentation to facilitate discussion and understanding of electrical design issues.





**TASK DELIVERABLES**

- Draft Electrical Technical Memorandum
- Final Electrical Technical Memorandum incorporating City comments and results from workshop
- Final SKM database in native electronic format for use by the City in future WTP arc flash studies as required under NFPA 70E
- Preliminary process and sequence of construction workshop agenda and meeting minutes
- TM Review Workshop draft agenda
- Workshop meeting minutes and PowerPoint presentation
- Written responses to City's written review comments

**TASK 3 – FINAL DESIGN**

**TASK DESCRIPTION**

Prepare design documents based on the recommendations resulting from the work completed under Task 2. Design submittals will be made for City review at the 50% and 90% levels. Project electrical design shall be based on approach developed under Task 2 following review and authorization by the City. Final stamped and sealed documents will be submitted for Final Design. Design will include the following:

- Design review workshops will be held after the 50% and 90% submittals for discussion and review with City Staff. Following submittal of formal City comments, incorporate relevant comments and any conclusions from the 50% and 90% review workshops into the subsequent design submittal.
- Provide relevant and required documentation to City of Antioch for permitting.
- Prepare 50% Design Documents including Design Drawings, Specifications, construction schedule, and opinion of probable cost. Anticipated drawings will include index sheets, site plans, single line diagrams, equipment elevation drawings, building plan drawings, motor control schematics, electrical schedules (panelboard, conduit), structural drawings, and civil drawings.
- Prepare 90% Design Documents including Design Drawings, Specifications, construction schedule, and opinion of probable cost. All project drawings and specifications will be included in the 90% design submittal. 90% submittal shall incorporate relevant City comments received from the 50% submittal review and workshop.
- Prepare stamped and sealed Final Design Documents including Design Drawings, Specifications, construction schedule, and opinion of probable cost. Final submittal shall incorporate relevant City comments received from the 90% submittal review and workshop.
- Design is based on the following preliminary drawing list but is subject to the assumptions listed below and the project approach authorized by the City based on the results of Task 2.

AIS



City of Antioch Water Treatment Plant Electrical Upgrades Preliminary Drawing List		
Disc/Dwg Prefix	Dwg No.	Description
<b>GENERAL</b>		
G	1	Cover Sheet, Title Page, Location Map, Drawing Index
G	2	Site Plan
G	3	City Standard Abbreviations and Civil Details
<b>STRUCTURAL</b>		
GS	1	General Notes I
GS	2	General Notes II, Abbreviations and Legend
GS	3	Standard Details I
GS	4	Standard Details II
S	1	Plans and Sections
<b>ELECTRICAL</b>		
GE	1	Electrical Legend and Abbreviations
GE	2	Electrical Standard Details Sheet 1 of 2
GE	3	Electrical Standard Details Sheet 2 of 2
E	1	WTP A and WTP B Overall Site Plan
E	2	WTP A Medium Voltage Single Line diagram - Modifications
E	3	WTP A 480V Single Line Diagram Demolition
E	4	WTP A 480V Single Line Diagram New System
E	5	WTP B 480V Single Line Diagram Modifications
E	6	WTP A Control Building - Electrical Demolition
E	7	WTP A Control Building Power Plan
E	8	WTP A Filter Area Power Plan
E	9	WTP A Generator Building Power Plan
E	10	WTP A Miscellaneous Electrical Power Plans
E	11	WTP B Miscellaneous Electrical Power Plans
E	12	Demolition Details and Photographs Sht 1 of 2
E	13	Demolition Details and Photographs Sht 2 of 2
E	14	Control Schematics Sheet 1 of 3
E	15	Control Schematics Sheet 2 of 3
E	16	Control Schematics Sheet 3 of 3
E	17	Panelboard Schedules
E	18	Conduit Schedules Sheet 1 of 2
E	19	Conduit Schedules Sheet 2 of 2

- Services During Bidding: During the bidding process, TJCAA will attend the initial pre-bid meeting with potential bidders. TJCAA ICE engineers will respond to written Requests for Information to clarify issues associated with aspects of the design. TJCAA will also provide limited assistance with bid evaluations to determine technical responsiveness of prospective bidders. Up to two Addendum are included under the bid support effort.

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### **TASK ASSUMPTIONS**

Due to the uncertainty associated with the scope of the final design prior to establishing specific details as part of the master plan development under Electrical Technical Memorandum, a number of assumptions were made to arrive at the cost proposal for Task 3. Based on final discussion, review, and authorization by the City's Project Manager and as determined by the work performed under Tasks 1 and 2, the scope and resulting costs associated with Task 3 may require revisions.

- The Project will use the City's standard "Front End" Specifications for General Conditions, Special Conditions, Bid Forms, etc. (Section 0 and 1) modified by TJCAA to meet project requirements for Bid Form, project descriptions, scheduling, and constraints.
- Technical specifications shall be per CSI, 16 Section, 3 Part Format.
- Contract Documents shall be initially developed based on a single Base Bid format. However, drawings and specs will be developed if possible to enable splitting the work into two bid packages if required by the City to coordinate with available capital budgets. It is anticipated that the project split if required, would occur based on a medium voltage system upgrade and a low voltage (480V) system upgrade. The decision to split the projects would occur following submittal of the 50% design documents and accompanying Engineer's opinion of probable cost.
- Reproduction and distribution of Contract plans and specifications shall be by the City.
- Permit review by the City of Antioch Building Department will be required. However, proposed changes will not require reworking of other building features such as lighting or HVAC that require Title 24 design and calculations. Necessary documents will be provided by TJCAA however, fees for permits shall be paid for by the City of Antioch. One cycle of permit review and responses by TJCAA designers is included.
- Potential range of construction costs (and related design costs) is dependent on project implementation as determined during the Electrical Technical Memorandum master plan.
- Design review workshops will be held at the 50% and 90% Contract Document completion level. Input from the process design and sequence of construction workshop (Task 2) will be incorporated into the design documents for establishing shutdown criteria and contractor constraints.
- Current geotechnical and surveying topographic data, and accurate record drawings are available for use by the TJCAA team for producing suitable building backgrounds, site plans, and verifying adequacy of existing structures for new functions and for meeting current Codes. New site surveying or geotechnical investigations is not required.
- Civil improvements will be limited to presentation of existing subsurface utilities, access driveways/parking areas, and street paving improvements all in the immediate vicinity of new electrical improvements.
- Structural design assumes design of concrete mounting pads and establishing site specific anchorage anchoring criteria as required by the California Building Code.
- Work to be primarily based within existing structures; site civil work related to developing new topographic surveys, roadways, asphalt pavement, mapping and resolving underground utility conflicts will not be required.



- Existing drawings are dimensionally accurate and may be used for the purposes of creating CAD backgrounds for laying in new electrical work. Where available from the City, CAD files of the record drawings will be provided to TJCAA.
- Architectural services are not anticipated to be required.
- Use of photographs for communicating existing conditions, equipment locations, and demolition requirements is acceptable.
- Changes to the existing PG&E 21 kV service are not required.
- The final design scope at WTP A assumes replacement of existing distribution and motor control equipment "in-kind" – matching existing control logic.
- The existing controls at WTP A are based on traditional electro-mechanical relays and local pilot devices (switches, status lights, annunciators); development of digital control network and control schemes will not be required.
- Only controls resident at existing motor control centers at WTP A will be replaced. Other field level controls such as the existing filter control panels will be reused.
- Existing conduit and wire at WTP A will be transitioned to the new distribution and control equipment within dedicated termination and splice boxes. The existing conduit and wire for power feeders and control circuits will be reused from these boxes to the driven equipment. The existing conduit and wire is assumed adequate for reuse.
- Standby generator at both WTPs are assumed in good condition and can be reused with the updated distribution equipment.
- Electrical infrastructure at WTP B is assumed to be in good condition. Electrical design work at WTP B is limited to remediation of limited, documented electrical code issues found during the field investigations and limited improvements to mitigate personal exposure to arc flash hazards such as definition of arc flash boundaries. Replacement of electrical components at WTP B is not anticipated.
- Existing controls and processes at WTP A and WTP B will remain as presently configured. Changes to the process and development of Process & Instrumentation Diagrams is not required.
- While the project may ultimately be broken into two smaller projects to match available funding, one round of bid period services has been included.
- Attendance at one pre-bid meeting is assumed.
- One Addendum issued during the bid period is included; distribution of Addendum to bidders is assumed to be performed by the City.
- Preparation of conformed drawings is included to prepare an updated set of design documents reflecting responses to bidder RFIs and any issued Addenda.

#### **TASK DELIVERABLES**

Deliverables after the 50% submittal will include up to two sets of project Contract Documents based on the City's decision to split the project into packages based on budgetary requirements.

- Half-size 11 x 17 inch 50% and 90% design drawings delivered to the City in electronic (PDF) format
- 50% and 90% project specifications delivered to the City in electronic (PDF) format
- One set of "camera ready" stamped and sealed design drawings and specifications





- 50%, 90%, and final opinion of probable costs
- 50%, 90%, and final project construction schedule
- Minutes of design review workshops held at the 50% and 90% completion levels
- Final project calculations stamped and sealed
- Written responses to written Bidder Requests for Information received during the bid period.
- Text for Addenda documents
- PDF and DWG files of conformed drawings

#### **TASK 4 – PROJECT MANAGEMENT**

##### **TASK DESCRIPTION**

Perform project management tasks related to the project including development of Project Work Plan to guide the project team in meeting the project objectives, requirements, and constraints; and for completing the project within the contractual scope, budget, and schedule constraints. Establish communication protocols, define roles and responsibilities, document control, and design document formats. Create an initial project schedule that conforms to City requirements for project execution and that includes the major tasks, deliverables, and City review efforts. Include a QA/QC process and implementation plan to initiate and monitor the QA/QC process throughout the project.

Project management task will also include coordination of the project effort including oversight of subconsultants, invoicing, and preparing monthly progress reports for the City. Contract administration will include monitoring project progress and communicating status throughout the life of the project. Status monitoring includes verifying planned, actual, and earned progress, adherence to the City's established project elements, budget status, and communication of potential project issues that could compromise project success.

Lastly, TJCAA will facilitate the initial project kickoff meeting to discuss project objectives, approach, and schedule with City stakeholders. Project kick-Off Meeting shall discuss general matters, instructions, and information including: communication procedures; names, titles and contact information of authorized personnel; scope of the Project; schedules and milestones; procedures for submittals and submittal reviews; etc.

##### **TASK ASSUMPTIONS**

- The project schedule will be developed using Microsoft Project. TJCAA will update the project schedule dates as required during the design phase. The schedule during construction shall be developed and maintained by the construction contractor.
- Electronic delivery of progress reports, invoices, and meeting notes is acceptable.

##### **TASK DELIVERABLES**

- Project Work Plan (four copies to City)
- Monthly invoices and status updates
- Project kickoff meeting agenda and minutes
- QA/QC implementation documents as required (e.g., responses to City's written review comments).

#### **TASK 5 – ENGINEERING SERVICES DURING CONSTRUCTION (NOT AUTHORIZED)**



### **TASK DESCRIPTION**

Engineering Services During Construction has been included as an unauthorized Task for the project. Work under this task will not be undertaken without written approval from the City's Project Manager.

Construction Meetings: TJCAA personnel anticipates attending the pre-construction meeting and up to four subsequent periodic construction meetings. For budgeting purposes, TJCAA has assumed four additional special as-needed observational field visits associated with the ICE elements within its Scope of Work.

Requests for Information: TJCAA personnel will provide written answers to Requests for Information (RFIs) including sketches and/or drawing revisions as appropriate. For budgeting purposes, TJCAA has included 25 RFIs associated with the ICE elements within its Scope of Work.

Construction Submittals: TJCAA personnel will review shop drawings and catalog data and other materials that the contractor is required to submit in accordance with Contract Documents. For budgeting purposes, TJCAA has included 40 discipline-specific Submittals, with a 35% resubmission rate, within its Scope of Work.

Construction Change Orders/Design Clarifications: TJCAA personnel will provide written answers to Construction Change Orders/Design Clarifications including sketches and/or drawing revisions as appropriate. For budgeting purposes, TJCAA has included twelve Change Order/Design Clarifications associated with the ICE elements within its Scope of Work.

Record Drawings: TJCAA will take construction field drawing markups from the Contractor and update the design drawings to incorporate the documented construction changes.

Startup Support: TJCAA will periodically monitor Contractor progress during field testing, commissioning, and energization/startup of new electrical equipment. An allowance of \$7,500 has been allocated for this effort.

### **TASK ASSUMPTIONS**

- While the project may ultimately be broken into smaller individual projects to match available funding, one round of engineering services during construction has been included
- As noted above for specific tasks
- Attendance at factory tests not required

### **TASK DELIVERABLES**

- As noted above for specific tasks
- Hard copies, PDFs and DWG files of project record drawings

### **TASK 6 – OPTIONAL SERVICES**

#### **TASK DESCRIPTION**

Optional Services referenced in the proposal have not been included in this level of effort development pending review, discussion, and potential authorization by the City. The final level of effort for Optional Services is dependent upon development of specific scope requirements with the City's Project Manager.

Optional services that could be included in the Project are as follows:

- Based on the results of the electrical system studies, use APS personnel to revise field settings of protective devices to improve system coordination, reduce arc flash hazard levels, or both.





- Additional building infrastructure improvements such as lighting and ventilation, which could include Title 24 energy efficiency calculations.
- Site surveying to produce topographic backgrounds for use in the electrical design development.
- Geotechnical subsurface investigations and studies
- Field electrical testing of existing equipment per the InterNational Electrical Testing Association, Maintenance Testing Standard. Testing would include specialized component and device tests such as Hi-Potting medium voltage cables, low voltage cable resistance (Megger testing), grounding system, protection devices, motor starters, and others.
- Personnel arc flash safety training.
- Replacement of existing components or equipment at WTP B.
- Structural design review (seismic) of existing structures.
- Preparation of O&M manuals.
- City may wish to consider selected process optimization strategies. As part of the TJCAA team, CDM Smith process engineers are available to provide suggestions for operational or performance improvements on the existing WTP process or control logic schemes.
- Performing control system programming for programmable logic controllers or top end computer graphical user interfaces, should a digital control approach be identified as desirable by the City.

**TASK ASSUMPTIONS**

Subject to final definition of Optional Task requirements, assumptions, and scope

**TASK DELIVERABLES**

Subject to final definition of Optional Task requirements, assumptions, and scope

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**City of Antioch  
Water Treatment Plant Electrical Upgrade Project  
Level of Effort**

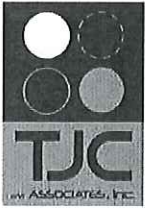
Personnel Name and Grade											
Task	Description	Paul Giorsetto	Michael Erwin	Elaine Tee	Michael Zafer (CDM Smith)	John Mariano (CDM SMITH)	Staff Engineers	CAD / Admin	Field Tech (APS)		
		E10	E9	E6	VP	E6	E2/3	C6/C5	C6/C5	Subtotals	
		\$211	\$200	\$177	\$291	\$202	\$146	\$120	\$158		
1	Reconnalssance	5	0	22	0	20	32	2	100	181	Hours
		\$1,055	\$0	\$3,894	\$0	\$4,044.60	\$4,672	\$240	\$15,750	\$29,656	Labor
2	Analyses and Recommendations	44	0	68	28	4	130	20	0	294	Hours
		\$9,284	\$0	\$12,036	\$8,159	\$809	\$18,980	\$2,400	\$0	\$51,668	Labor
3	Final Design, Project Spllt, and Bid Services	44	20	127	6	20	206	160	0	583	Hours
		\$9,284	\$4,000	\$22,479	\$1,748	\$4,045	\$30,076	\$19,200	\$0	\$90,832	Labor
4	Project Management	18	0	12	0	0	0	2	0	32	Hours
		\$3,798	\$0	\$2,124	\$0	\$0	\$0	\$240	\$0	\$6,162	Labor
<b>PROJECT TOTALS</b>		<b>111</b>	<b>20</b>	<b>229</b>	<b>34</b>	<b>44</b>	<b>368</b>	<b>184</b>	<b>100</b>	<b>1090</b>	<b>Hours</b>
		<b>\$23,421</b>	<b>\$4,000</b>	<b>\$40,533</b>	<b>\$9,907</b>	<b>\$8,898</b>	<b>\$53,728</b>	<b>\$22,080</b>	<b>\$15,750</b>	<b>\$178,318</b>	
										<b>ODCs/Travel</b>	<b>\$1,480</b>
										<b>TOTAL</b>	<b>\$179,798</b>
		\$222	\$210	\$186	\$306	\$212	\$153	\$126	\$150		
5	Englenering Services During Construction (Not Authorized)	22	0	151	0	0	146	80	0	399	Hours
		\$4,874	\$0	\$28,063	\$0	\$0	\$22,382	\$10,080	\$0	\$65,399	Labor
										<b>ODCs/Travel</b>	<b>\$1,833</b>
										<b>TOTAL</b>	<b>\$67,232</b>

Notes:

1. Subconsultants costs Include 5% TJCAA Markup
2. ODCs mark up 5%
3. Rates for design based on 2016 Fee Schedule
4. Rates for ESDC assumed escalated to mldpoint of 2016/2017

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# EXHIBIT "B"



## Schedule of Hourly Rates and Costs - 2016

TJC AND ASSOCIATES, INC.

### Labor

#### **Engineer**

Level 10 (E10)	\$217.00/hour
Level 9 (E9)	\$206.00/hour
Level 8 (E8)	\$190.00/hour
Level 7 (E7)	\$186.00/hour
Level 6 (E6)	\$182.00/hour
Level 5 (E5)	\$174.00/hour
Level 4 (E4)	\$167.00/hour
Level 3 (E3)	\$150.00/hour
Level 2 (E2)	\$134.00/hour
Level 1 (E1)	\$116.00/hour

#### **Drafting**

Level 7 (C7)	\$163.00/hour
Level 6 (C6)	\$142.00/hour
Level 5 (C5)	\$131.00/hour
Level 4 (C4)	\$118.00/hour
Level 3 (C3)	\$103.00/hour
Level 2 (C2)	\$85.00/hour
Level 1 (C1)	\$68.00/hour

#### **Administrative**

Level 10 (A10)	\$206.00/hour
Level 9 (A9)	\$175.00/hour
Level 8 (A8)	\$142.00/hour
Level 7 (A7)	\$121.00/hour
Level 6 (A6)	\$102.00/hour
Level 5 (A5)	\$85.00/hour
Level 4 (A4)	\$71.00/hour
Level 3 (A3)	\$61.00/hour
Level 2 (A2)	\$47.00/hour
Level 1 (A1)	\$37.00/hour

### Reimbursable Expenses

Auto Mileage:	Standard set by IRS
Outside Services:	Cost + 10%
Materials and Other Expenses:	Cost + 10%

#### Notes

1. All hourly rates and costs are subject to change without notice.
2. Schedule shall be subject to adjustments annually to reflect current staff salaries and escalation.

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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Scott Buenting, Associate Engineer, Capital Improvements Division

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

**SUBJECT:** Consultant Service Agreement for the 2015 Urban Water Management Plan (P.W. 340-12) and Watershed Sanitary Survey (P.W. 340-13)

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### **RECOMMENDED ACTION**

It is recommended that the City Council approve the proposal and authorize the City Manager to sign an agreement with West Yost Associates for consulting services related to the development of the 2015 Urban Water Management Plan and the Watershed Sanitary Survey, in the amount of \$100,000.

### **STRATEGIC PURPOSE**

This item supports Strategy K-5 by continuing to comply with State of California Code of Regulations.

### **FISCAL IMPACT**

The 2015-16 Capital Improvement Budget includes \$128,718 in Water Enterprise Funds for Water Studies and Planning including the 2015 Urban Water Management Plan and Watershed Sanitary Survey.

### **DISCUSSION**

The California Water Code requires all urban water suppliers, either publicly or privately owned, serving municipal water to 3,000 customers or supplying more than 3,000 acre-feet annually to prepare an Urban Water Management Plan (UWMP). The UWMP is also required for an urban water supplier to be eligible for Department of Water Resources' grants, loans, and drought assistance.

On July 20, 2015, staff mailed letters to four (4) engineering firms requesting proposals for developing the City's 2015 UWMP. This work includes data review and analysis, development of demand projections, analysis of demand management measures, population and demographic analysis, system and water supply reliability studies, water shortage contingency planning, climate change effects and preparation of draft and final reports.

On August 14, 2015, proposals were received from Risk Management Professionals, Inc. of Irvine and West Yost Associates of Pleasanton.

Based on the content of the proposals, West Yost Associates was selected as the most qualified firm to develop the 2015 UWMP. During contract negotiations, Staff requested a proposal from West Yost Associates to prepare the closely related Watershed Sanitary Survey (WSS), which is currently budgeted for FY 2016/2017. Both the UWMP and WSS require evaluation of water supply from a quantities and quality perspective and demand coordination with other outside agencies. The WSS is required under the California Surface Water Treatment Rule of the California Code of Regulations and requires that every public water system using surface water conduct a comprehensive sanitary survey of its watersheds. The purpose of the survey is to identify actual or potential sources of contamination, or any other watershed-related factor, which might adversely affect the quality of water used for domestic drinking water. In an attempt to capitalize on the economic benefits of performing the UWMP and WSS under the same contract, staff and representatives of West Yost and Associates developed the scope of work and cost proposal included in the attached Consultant Service Agreement

**ATTACHMENTS**

A: Consultant Service Agreement

# ATTACHMENT "A"

## CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND WEST YOST ASSOCIATES FOR THE 2015 URBAN WATER MANAGEMENT PLAN (P.W. 340-12) AND WATERSHED SANITARY SURVEY (P.W. 340-13)

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and West Yost Associates ("Consultant") as of October 14, 2015.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2016, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agree to pay Consultant a sum not to exceed **\$100,000.00 (One hundred thousand dollars)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.



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

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

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

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.3 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

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

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

**2.5 Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.



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

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

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

**4.1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

**4.2. Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**4.3. Workers' Compensation Insurance.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**4.4. Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.



**4.6. Certificate of Insurance and Endorsements.** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**4.7. Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

**4.8. Higher limits.** If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**4.9. Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**4.10. Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES**

**5.1.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

**5.2.** In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or

the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**5.3.** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

**5.4.** By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

**Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.



7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

## **Section 8. TERMINATION AND MODIFICATION.**

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no

obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.



- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.



**10.10 Notices.** Any written notice to Consultant shall be sent to:

Gerald S. Nakano, Principal-in-Charge  
West Yost Associates  
6800 Koll Center Parkway, Suite 150  
Pleasanton, CA 94566

Any written notice to City shall be sent to:

City Manager  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Steven Duran, City Manager

Attest:

\_\_\_\_\_  
Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

\_\_\_\_\_  
City Attorney

*[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]*

**CONSULTANT:**

WEST YOST ASSOCIATES

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

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

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

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

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

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

All

# EXHIBIT "A"



September 22, 2015

SENT VIA: EMAIL

Mr. Scott Buenting, P.E.  
Associate Engineer  
Capital Improvements Division  
City of Antioch  
P.O. Box 5007  
Antioch, CA 94531-5007

**SUBJECT:** Proposal for Engineering Services – Preparation of 2015 Urban Water Management Plan Update and Watershed Sanitary Survey Update

Dear Scott:

Per your request, presented herein is West Yost Associates' (West Yost) proposal to provide the City of Antioch (City) with engineering services related to the preparation of the City's 2015 Urban Water Management Plan (UWMP) Update and the City's Watershed Sanitary Survey Update.

Our proposed Scopes of Services and compensation are described below.

## **URBAN WATER MANAGEMENT PLAN SCOPE OF SERVICES**

The scope of services to complete the 2015 UWMP will consist of the following eight tasks:

- Task 1: Data Collection and Review
- Task 2: Demand Analysis
- Task 3: Water Supply Analysis
- Task 4: Demand Management Measures
- Task 5: Water Shortage Contingency Plan
- Task 6: UWMP Preparation and Submittal
- Task 7: Public Outreach
- Task 8: Project Management

These tasks are described in greater detail below.

### **Task 1: Data Collection and Review**

Objective:

Collect and review available data for the preparation of the City's 2015 UWMP.

Specific Work Items:

- Prepare and submit initial list of requested data to City prior to kick-off meeting (including but not limited to previous related studies, water service area statistics including number of connections by customer sector and population served, historical and projected water use by customer sector, historical and projected water production by source, documented cutbacks in water supply, low income housing projections, current and planned demand management measures and other water conservation program data, projected future recycled water use).
- Attend in-person kickoff meeting to discuss data request and approach for project.
- Track data collection effort indicating data received and outstanding.
- Submit a second data request in early 2016 for 2015 calendar year water use and production data, for use in confirming compliance with adopted SBx7-7 targets for 2015 (see Task 4).

Expected Support from City Staff:

- Attend project kickoff meeting.
- Provide all requested data (in electronic format if available) in a timely manner.

Task 1 Deliverables: Initial data request list for UWMP preparation. Supplemental data request for 2015 water use data (in January 2016).

**Task 2: Demand Analysis**

Objective:

Evaluate historical, current and projected water demands through the Year 2040, determine SBx7-7 targets for 2015 and 2020, and confirm compliance with 2015 target.

Specific Work Items:

- Evaluate historical and current water demands by customer sector.
- Determine updated SBx7-7 baseline values with revised Department of Finance data that are based on 2010 Census data.
- Recommend updated 2015 interim and 2020 final targets, if necessary. Only Method 1 (80 percent of 10-15-year Baseline GPCD) and Method 3 (95 percent of Hydrologic Region Target) will be evaluated.
- Calculate SBx7-7 per capita water use (2010 through 2015).
- Evaluate City's compliance with the interim 2015 SBx7-7 water use target of 175 gallon per capita per day (gpcd), and also review City's future tracking with the final 2020 compliance target of 165 gpcd (or revised targets as determined in this task).



- Project future water requirements through 2040 based on the 2020 final compliance target and projected population growth.
- Project future water demands by customer sector through the year 2040 (including those for low income single family and multi-family residential units). Water demand projections included in the UWMP are to be consistent with adopted SBx7-7 per capita water use targets, Task 4.
- Prepare and submit Draft Summary of Water Demand Analysis.
- Conduct conference call to discuss City comments.
- Incorporate City Comments and finalize summary of Water Demand Analysis for inclusion in Admin Draft UWMP (see Task 6).

Expected Support from City Staff:

- Review and provide consolidated written comments on Draft Summary of Water Demand Analysis within two (2) weeks of receipt of the Draft analysis from West Yost.

Task 2 Deliverables: Draft Summary of Water Demand Analysis including SBx7-7 analysis (for City review and comment). Final Summary of Water Demand Analysis (to be submitted as part of Admin Draft UWMP – see Task 6).

**Task 3: Water Supply Analysis**

Objective:

Evaluate historical, current and projected water supplies through the Year 2040 under Normal, Single Dry and Multiple Dry Year hydrologic conditions.

Specific Work Items:

- Evaluate historical and current water supply sources and quantities.
- Evaluate future water supply availability and reliability by source through the year 2040 for normal, single dry and multiple dry year hydrologic conditions.
- Review opportunities for transfers or exchanges.
- Review City's planned/proposed use of recycled water, and timing.
- Review wastewater generation, collection, treatment, and disposal.
- Prepare and submit Draft Summary of Water Supply.
- Conduct conference call to discuss City comments.
- Incorporate City Comments and finalize Summary of Water Supply for inclusion in Admin Draft UWMP (see Task 6).



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September 22, 2015  
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Expected Support from City Staff:

Review and provide consolidated written comments on Draft Summary of Water Supply within two (2) weeks of West Yost's submittal.

**Task 3 Deliverables: Draft Summary of Water Supply (for City review and comment). Final Summary of Water Supply (to be submitted as part of Admin Draft UWMP – see Task 6).**

**Task 4: Demand Management Measures**

Objective:

Evaluate current and planned DMMs.

Specific Work Items:

- Conduct in-person meeting with City Water Conservation Coordinator and other City staff to discuss current and planned DMMs and conservation programs.
- Prepare and submit Draft Summary of DMMs.
- Conduct conference call to discuss City comments.
- Incorporate City Comments and finalize Summary of DMMs for inclusion in Admin Draft UWMP (see Task 6).

Expected Support from City Staff:

- Attend meeting to discuss and provide data, reports and other pertinent information (for use in the UWMP Update) regarding the City's current and planned DMMs and conservation programs.
- Review and provide consolidated written comments on Draft Summary of DMMs within two (2) weeks of West Yost's submittal.

**Task 4 Deliverables: Draft Summary of DMMs (for City review and comment). Final Summary of DMMs (to be submitted as part of Admin Draft UWMP – see Task 6).**

**Task 5: Water Shortage Contingency Plan**

Objective:

Prepare an actionable Water Shortage Contingency Plan that meets California Water Code requirements, including the Governor's recent Executive Order for water conservation.

Specific Work Items:

- Conduct in-person meeting with City staff to discuss current and planned water use restrictions.
- Review the City's current Water Shortage Emergency Plan and consider recent State-mandated water conservation measures.

- Research other water supplier Water Shortage Contingency Plans and demand reduction measures and summarize enforcement actions.
- Incorporate City selected enforcement actions into a draft revised Water Shortage Contingency Plan.
- Submit, for City review, a revised draft Water Shortage Contingency Plan that addresses supply shortages of up to 50 percent as well as catastrophic interruption of water supplies.
- Project impacts of Water Shortage Contingency Plan water use restrictions to overall water demand for City use in future water and sewer rate studies.
- Incorporate City comments and finalize Water Shortage Contingency Plan.

Expected Support from City Staff:

- Attend meeting to discuss and provide data, reports and other pertinent information regarding the City's water use restrictions and the potential implications to the separate, City water and sewer rate studies to be performed by others.
- Review and provide written consolidated comments on Draft Water Shortage Contingency Plan within two (2) weeks of West Yost's submittal.

**Task 5 Deliverables: Revised Draft Water Shortage Contingency Plan. Final Water Shortage Contingency Plan (to be submitted as part of Admin Draft UWMP – see Task 6).**

**Task 6: UWMP Preparation and Submittal**

Objective:

Prepare a 2015 UWMP which meets California Water Code requirements and DWR guidelines, and which is adopted by the Antioch City Council for submittal to DWR by July 1, 2016.

Specific Work Items:

- Prepare detailed outline of 2015 UWMP for City review and comment.
- Prepare service area map and describe existing systems.
- Prepare Administrative Draft (First Draft Plan) 2015 UWMP for City staff review and comment.
- Conduct in-person meeting to discuss City comments.
- Prepare Second Draft 2015 UWMP for public review and comment.
- Prepare Final 2015 UWMP for consideration and possible adoption by Antioch City Council and submittal to DWR prior to July 1, 2016.
- Assist City staff with response to questions/comments from DWR (for budgeting purposes up to 4 hours has been assumed).

Expected Support from City Staff:

- Review and provide consolidated written comments on Admin Draft UWMP within two (2) weeks.
- Attend meeting to discuss City's review comments on Admin Draft (First Draft) UWMP.
- Distribute Final Draft (Second Draft) UWMP copies to City offices, County, key stakeholders and others.
- Distribute Final UWMP copies to City offices and County and submit to DWR (upload tables and send PDF) and State Library (PDF on CD).

Task 6 Deliverables: Administrative Draft (First Draft) UWMP (5 copies plus electronic PDF version) for City review and comment. Final Draft (Second Draft UWMP (5 copies plus electronic PDF version) for public review and public hearing. Final UWMP (5 copies plus electronic PDF version) for City Council adoption and submittal to DWR and State Library.

**Task 7: Public Outreach**

Objective:

Notify and coordinate with neighboring agencies and key stakeholders and solicit input from the public on the 2015 UWMP.

Specific Work Items:

- Prepare list of suggested agencies and key stakeholders to notify regarding the City's preparation of a 2015 UWMP and from whom to solicit input.
- Prepare PowerPoint presentation for and attend one public hearing for a combined presentation of the draft Water Shortage Contingency Plan (WSCP) and Second Draft 2015 UWMP. We are assuming a separate Public Hearing for adoption of revised SBx7-7 Targets will not be required.
- Attend and assist City staff with responding to questions from City Council/Public at combined WSCP and UWMP public hearing.
- Attend and support City staff at City Council meeting considering adoption of the 2015 UWMP.

Expected Support from City Staff:

- Provide notice to County and other key stakeholders of the City's preparation of a 2015 UWMP and associated public hearings.
- Coordinate with City Clerk to schedule UWMP public hearing and UWMP adoption.
- Prepare staff reports for UWMP public hearings and UWMP adoption.
- Prepare and place newspaper ads and notices for UWMP public hearings.



**Task 7 Deliverables:** Suggested agency and stakeholder list. PowerPoint presentation for combined WSCP and UWMP public hearing.

### **Task 8: Project Management**

#### Objective:

Coordinate closely with City staff and manage project team efforts to provide high-quality work products and timely service.

#### Specific Work Items:

- Conduct regularly scheduled monthly conference calls as needed to discuss project progress (prepare and submit agendas and brief meeting notes). Nine, (9) conference calls assumed.
- Prepare and submit monthly status reports and invoices.
- Perform internal quality control and quality assurance reviews for all project deliverables.

#### Expected Support from City Staff:

- Participate in progress status meetings/conference calls.
- Provide requested data and other staff support as necessary.
- Process invoices in a timely manner.

**Task 8 Deliverables:** Meeting agendas and notes. Monthly progress reports and invoices.

### **WATERSHED SANITARY SURVEY SCOPE OF SERVICES**

The City's first Watershed Sanitary Survey was prepared in 1996, with updates in 2001, 2006 and 2013. The City's Watershed Sanitary Survey has been prepared for the City's Antioch Municipal Reservoir watershed, the San Joaquin River watershed from the Antioch River Bridge (Highway 160) to the eastern end of the New York Slough, the City's raw water supply system and the Antioch Municipal Water Treatment Plant (WTP). The City also obtains water from the San Joaquin River and the Contra Costa Canal; however, the watershed sanitary survey for the Contra Costa Canal and the San Joaquin River further upstream is included in the Contra Costa Water District (CCWD) Watershed Sanitary Survey. In accordance with the California Surface Water Treatment Rule, all surface water supplies shall have a sanitary survey of their watershed(s) completed at least every five years. The City desires to complete a Watershed Sanitary Survey Update by late 2016 to return to its original five-year schedule for updating the Watershed Sanitary Survey.

The scope of services to prepare the City's Watershed Sanitary Survey Update will consist of the following five tasks:

- Task 1: Data Collection and Review
- Task 2: Interviews and Field Survey
- Task 3: Water Quality Evaluation
- Task 4: Prepare Watershed Sanitary Survey Update
- Task 5: Project Management

These tasks are described in greater detail below.

#### **Task 1: Data Collection and Review**

Objective:

Collect and review data available for the preparation of the Watershed Sanitary Survey Update.

Specific Work Items:

- Prepare and submit data request list prior to kick-off meeting (including but not limited to previous Watershed Sanitary Studies and related planning documents, Watershed Emergency Response Plan (if available), updates on current watershed activities, updates on new or planned watershed protection measures, and water quality data for the Antioch Municipal Reservoir, San Joaquin River and raw water entering the Water Treatment Plant).
- Attend in-person kickoff meeting to discuss data request and approach for project.
- Track data collection effort indicating data received and outstanding.

Expected Support from City Staff:

- Attend project kickoff meeting.
- Provide requested data (in electronic format if available) in a timely manner.

**Task 1 Deliverables: Data request list for Watershed Sanitary Survey Update.**

#### **Task 2: Interviews and Field Survey**

Objective:

Interview City staff and other agency staff to collect additional information on watershed activities.



Specific Work Items:

- Interview City staff to collect additional information on watershed activities.
- Telephone surveys (conference calls) with staff from the Regional Water Quality Control Board, the Lone Tree Golf Course and the East Bay Regional Parks District (EBRPD) to collection additional information on watershed activities.
- Windshield survey to observe current watershed facilities and conditions.

Task 2 Deliverables: No specific work projects will be prepared in this task. Findings from this task will be included in the Watershed Sanitary Survey Update (see Task 4).

Expected Support from City Staff:

City staff to set up and participate in informational interviews with other agencies, and set up and attend windshield survey.

**Task 3: Water Quality Evaluation**

Objective:

Evaluate available water quality data and existing water treatment process to determine if the level of treatment being provided is sufficient and/or if any adjustments are required.

Specific Work Items:

- Evaluate and summarize water quality data for the raw water entering the Water Treatment Plant for total coliform, turbidity, *Giardia*, and *Cryptosporidium*.
- Evaluate and summarize distribution system water quality data for trihalomethanes and haloacetic acids.
- Evaluate and summarize source water quality in the San Joaquin River and Municipal Reservoir for organic chemicals (pesticides and herbicides) and general physical and inorganic constituents, and asbestos and radionuclides.

Expected Support from City Staff:

- Provide requested water quality data in a timely manner.

Task 3 Deliverables: Summary of available City water quality data for inclusion in Watershed Sanitary Survey Update (see Task 4).

**Task 4: Prepare Watershed Sanitary Survey Update**

Objective:

Prepare a Watershed Sanitary Survey Update that meets California Water Code requirements and provides an update on current watershed management measures to preserve and improve the quality of the City's surface water supply.

Specific Work Items:

- Based on the findings of Tasks 1 through 3, West Yost will prepare a Draft Watershed Sanitary Survey Update for the City's review and comment.
- Attend review meeting with City staff to receive and discuss City's comments on the Draft Watershed Sanitary Survey.
- Incorporate City comments and prepare a Final Watershed Sanitary Survey Update for the City use and submittal to the SWRCB.

Expected Support from City Staff:

- Attend meeting to discuss comments on Draft Watershed Sanitary Survey Update.
- Review and provide consolidated written comments on Draft Watershed Sanitary Survey Update within two (2) weeks of West Yost's submittal to the City.

Task 4 Deliverables: Draft Watershed Sanitary Survey Update (for City review and comment) (5 copies plus electronic PDF version). Final Watershed Sanitary Survey Update (5 copies plus electronic PDF version).

**Task 5: Project Management**

Objective:

Coordinate closely with City staff and manage project team efforts to provide high-quality work products and timely service.

Specific Work Items:

- Conduct regularly scheduled monthly conference calls as needed to discuss project progress (prepare and submit agendas and brief meeting notes). Four (4) conference calls assumed.
- Prepare and submit monthly status reports and invoices.
- Perform internal quality control and quality assurance reviews for all project deliverables.

Expected Support from City Staff:

- Participate in progress status meetings/conference calls.
- Provide final Watershed Sanitary Survey to regulatory agencies.
- Process invoices in a timely manner.

Task 5 Deliverables: Meeting agendas and notes. Monthly progress reports and invoices.



**COMPENSATION**

West Yost will perform the Scopes of Services described above for both the City's 2015 UWMP Update and the 2016 Watershed Sanitary Survey on a time and materials basis, at the billing rates set forth in West Yost's attached Billing Rate Schedule, for a not-to-exceed budget of \$100,000. Any additional services not included in this Scope of Work will be performed only after receiving written authorization and a corresponding budget augmentation from the City. If the City opts to not authorize West Yost to move forward with both the UWMP and the Watershed Sanitary Survey at this time, the cost to perform the scope of services for each individual project might need to be adjusted, as there were economies of scale and other factors that went into determining this total cost estimate for performing both projects concurrently. In preparing this budget estimate, West Yost has substantially reduced the estimated labor hours to prepare the UWMP Update compared to the level of effort included in the August 2015 proposal. Depending on the requirements in the Final UWMP Guidebook (expected from DWR in mid to late October), usability of the DWR electronic forms (expected from DWR in January 2016), and condition of data received from the City, West Yost's actual level of effort may be greater (to comply with DWR requirements not known at this time), which may require a future budget augmentation from the City. The costs associated with performing the Scopes of Services described above are summarized in Table 1.

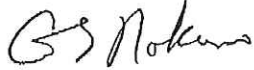
<b>Table 1. Estimated Level of Effort and Costs</b>		
Description	Level of Effort, hours	Costs, dollars
<b>2015 Urban Water Management Plan Update</b>		
Task 1: Data Collection and Review	24	4,200
Task 2: Demand Analysis	75	13,600
Task 3: Water Supply Analysis	50	11,300
Task 4: Demand Management Measures	25	4,800
Task 5: Water Shortage Contingency Plan	55	10,000
Task 6: UWMP Preparation and Submittal	88	17,400
Task 7: Public Outreach	14	3,200
Task 8: Project Management	24	5,500
<b>Subtotal 2015 UWMP Scope of Services</b>	<b>355</b>	<b>70,000</b>
<b>Watershed Sanitary Survey Update</b>		
Task 1: Data Collection and Review	16	3,100
Task 2: Interview and Field Survey	40	7,400
Task 3: Water Quality Evaluation	24	4,200
Task 4: Prepare Watershed Sanitary Survey Update	75	13,100
Task 5: Project Management	10	2,200
<b>Subtotal Watershed Sanitary Survey Scope of Services</b>	<b>165</b>	<b>30,000</b>
<b>Total for both 2015 UWMP Update and WSS Update</b>	<b>520</b>	<b>100,000</b>

Mr. Scott Buenting, P.E.  
September 22, 2015  
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We look forward to continuing to work with you and assisting the City with these important projects. Please do not hesitate to call either of us at (925) 426-2580, if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES



Gerald S. Nakano, P.E.  
Principal-in-Charge  
R.C.E. #29524



James P. Connell, P.E.  
Project Manager  
R.C.E. #63052

Attachment: 2015 Billing Rate Schedule

GSN:JC:ap

# EXHIBIT "B"



## 2015 Billing Rate Schedule

(Effective January 1, 2015 through December 31, 2015)\*

### ENGINEERING

Position	Labor Charges (dollars per hour)
Principal/Vice President	253
Engineering/Scientist/Geologist Manager II	242
Engineering/Scientist/Geologist Manager I	232
Principal Engineer/Scientist/Geologist II	224
Principal Engineer/Scientist/Geologist I	211
Senior Engineer/Scientist/Geologist II	198
Senior Engineer/Scientist/Geologist I	189
Associate Engineer/Scientist/Geologist II	179
Associate Engineer/Scientist/Geologist I	167
Engineer/Scientist/Geologist II	157
Engineer/Scientist/Geologist I	136
Senior GIS Analyst	184
GIS Analyst	174
CAD Supervisor	146
Senior CAD Designer	127
CAD Designer	113
Engineering Aide	76
Technical Specialist IV	143
Technical Specialist III	127
Technical Specialist II	110
Technical Specialist I	92
Administrative IV	116
Administrative III	105
Administrative II	87
Administrative I	69

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Continues on following page

\*This schedule is updated annually

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## 2015 Billing Rate Schedule

(Effective January 1, 2015 through December 31, 2015)\*

### CONSTRUCTION MANAGEMENT

Position	Labor Charges (dollars per hour)
Senior Construction Manager	244
Construction Manager IV	212
Construction Manager III	170
Construction Manager II	159
Construction Manager I	148
Resident Inspector (Prevailing Wage – Group 1)	165
Resident Inspector (Prevailing Wage – Group 2)	159
Resident Inspector (Prevailing Wage – Group 3)	142
Resident Inspector (Prevailing Wage – Group 4)	127
Apprentice Inspector	117
CM Administrative II	85
CM Administrative I	64

### SURVEYING

Position	Labor Charges (dollars per hour)
GPS, 3-Person	387
GPS, 2-Person	336
GPS, 1-Person	261
Survey Crew, 2-Person	284
Survey Crew, 1-Person	214

### EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	17	83
pH Meter	5	26
Automatic Sampler	130	712
Transducer/Data Logger	41	206
Hydrant Pressure Gage	12	50
Hydrant Pressure Recorder (HPR)	—	206
Hydrant Wrench	5	33
Well Sounder	29	134
Ultrasonic Flow Meter	—	269
Vehicle	88	445
Velocity Meter	12	65
Water Quality Multimeter	176	964

\*This schedule is updated annually

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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular/Special Meeting of October 13, 2015

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

**SUBMITTED BY:** Forrest Ebbs, Community Development Director *FE*

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

**SUBJECT:** **Appeal of Planning Commission Approval of Use Permit 15-09 for a Private School at 1700 Auto Center Drive**

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### **RECOMMENDED ACTION**

It is recommended that the City Council consider the appeal of the Planning Commission approval of the Use Permit for a private school at 1700 Auto Center Drive and either:

- (A) Deny the appeal and uphold the Planning Commission approval of a Use Permit for a private school at 1700 Auto Center Drive; or
- (B) Uphold the appeal, overturn the Planning Commission approval of a Use Permit for a private school at 1700 Auto Center Drive, and deny a Use Permit for a private school at 1700 Auto Center Drive.

### **STRATEGIC PURPOSE**

This action will forward Long Term Goal G: Planning, Entitlements, and Permitting, by providing consistent and efficient entitlement, permitting, and development services to the public.

### **FISCAL IMPACT**

The fiscal impact of upholding or denying the appeal cannot be calculated at this time since only one use is being considered and a future use or the timing of such future use is unknown.

### **DISCUSSION**

The applicant, Contra Costa Medical Career College, proposes to establish a private post-secondary vocational school that would provide medical training. The school would be located at 1700 Auto Center Drive in the building currently occupied by the offices of the CSAA Insurance Exchange, affiliated with AAA (American Automobile Association). The building contains 16,737 square feet and the site contains 98 parking spaces. The property has a General Plan designation of Business Park and a zoning designation of Planned Business Center (PBC).

On August 19, 2015, the Planning Commission approved a Use Permit (6-1-0) for the establishment of Contra Costa Medical Career College. The application was originally heard at the August 5, 2015 meeting, but was continued so that the applicant might be present. At the August 19, 2015 meeting, testimony was received from Stacey Orozco, the applicant, and from Mike Luca, the real estate broker and representative for Thomas Nokes, the appellant. Mr. Luca requested that the application be denied so that his client, Mr. Nokes could establish an auto-sales business at this location. In his testimony to the Planning Commission, Mr. Luca explained that Mr. Nokes owned the adjacent vacant parcel that he had attempted to purchase the subject property and that Mr. Nokes' offer had not been accepted. Mr. Luca previously submitted an email addressing the issue (Attachment "C"). In addition to this email, letters were received from Thomas J. Nokes (Attachment "D") and from Able Hearth and Home, LLC (Attachment "E"). The complete minutes from the August 19, 2015 meeting (Attachment "H") and the approving resolution (Attachment "I") are attached.

On August 24, 2015, the appellant, Thomas J. Nokes, submitted a letter (Attachment "F") and the requisite fee, thereby appealing the Planning Commission's approval of the application.

#### General Plan Consistency

The site has a General Plan designation of Business Park, which has a primary purpose "to provide for light industrial, research and development, and office-based firms seeking an attractive and pleasant working environment and a prestigious location".

The Business Park General Plan designation is recognized by the General Plan as being "typically labor-intensive, meaning that the density of employment is higher than areas involving mostly manufacturing or warehouse uses".

#### *Focus Areas*

The site is located across the street (Costco Way) from the Somersville Road Corridor Focus Area. This Focus Area encompasses the commercial areas along Somersville Road (now Auto Center Drive) from SR-4 north to Fourth Street, as well as the commercial areas south of the freeway, up to and including the Chevron property. The corresponding map contained in Figure 4.3 (page 4-39) graphically describes the boundaries of the Somersville Road Corridor Focus Area.

#### *Economic Development Element*

The Economic Development Element also provides general policies addressing the economic development of the City. The following policies apply to the project site:

- 6.3.5.f. - Maintain space in business parks for distribution and research uses. Attract a wide range of industries, which serve local and regional needs and contribute to the community's economic vitality, and at the same time protect the local environment and quality of life.

6.4 - "By substantially increasing its commercial and industrial base in relation to its residential base over the next 25 years, Antioch's long term fiscal health will be significantly improved."

6.4.2.b. – Encourage the establishment and expansion of local businesses and development of commercial and other properties producing retail sales taxes, transient occupancy taxes, and high assessed valuation by providing assistance with financing, local processing, and environmental permitting.

6.4.2.f. - As part of the development review of office, business park, and industrial development within Antioch, seek opportunities for the designation of these uses as "point of sale".

### Zoning Consistency

The zoning designation of the site is Planned Business Center (PBC), which allows for the establishment of a Private School with a Use Permit. Other permissible uses in the PBC zoning district include administrative and professional offices, banks and financial services, business support services, lodging and visitor services, health clubs and spas, auto/boat sales and repair, medical offices, pharmacies, restaurants, laboratories, clubs and lodges, and day-care centers.

### Basis of Appeal

The Zoning Ordinance does not provide specific direction or separate findings for the evaluation of an appeal. As such, this appeal should be considered a *de novo* review of the project, meaning the City Council should evaluate the project in the same manner as the Planning Commission and using the same findings for approval, which are as follows:

- (a) That the granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity;
- (b) That the use applied for at the location indicated is properly one for which a use permit is authorized;
- (c) That the site for the proposed use is adequate in size and shape to accommodate such use, and all yard spaces, walls, fences, parking, loading, landscaping, and other features required, to other uses in the neighborhood;
- (d) That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use; and
- (e) That the granting of such use permit will not adversely affect the comprehensive General Plan.

The Planning Commission, in its approval, adopted affirmative findings for the Use Permit, which are contained in the Resolution (Attachment "I"). Specifically, the site was properly zoned, contained the requisite parking spaces, and was otherwise suited for the proposed private school. No off-site impacts were anticipated from the project.

The basis of the appellant's appeal is that "These areas need to remain available for business who can generate revenues for our City." In staff's opinion, this statement does not sufficiently warrant the denial of the Use Permit. First, the private school will be subject to business license fees, like all other private businesses. Second, there are no policies in the General Plan that require all land uses to generate significant revenues for the City of Antioch.

### **OPTIONS**

The Council may take any of the following actions regarding this appeal:

1. Deny the appeal and uphold the Planning Commission's decision to approve a Use Permit for a private school.
2. Grant the appeal, thereby overturning the Planning Commission's decision and denying the Use Permit for a private school.
3. Provide further direction to staff.

### **ATTACHMENTS**

- A. City Council Resolution denying the appeal and approving the Use Permit
- B. City Council Resolution upholding the appeal and denying the Use Permit
- C. Email from Mike Luca, dated August 4, 2015
- D. Letter from Thomas J. Nokes, dated August 3, 2015
- E. Letter from Able Hearth and Home, LLC, received August 3, 2015
- F. Appeal Letter from Thomas J. Nokes, dated August 24, 2015
- G. Minutes from August 5, 2015 Planning Commission meeting
- H. Minutes from August 19, 2015 Planning Commission meeting
- I. Planning Commission Approved Resolution, dated August 19, 2015
- J. Project Application Materials, dated June 26, 2015



# ATTACHMENT "A"

## RESOLUTION NO. 2015/\*\*

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DENYING THE APPEAL AND APPROVING A USE PERMIT FOR ESTABLISHMENT OF A PRIVATE SCHOOL (CONTRA COSTA MEDICAL CAREER COLLEGE) AT 1700 AUTO CENTER DRIVE (APN 074-054-011-08)

**WHEREAS**, the City of Antioch received a request from Stacey Orozco, on behalf of Contra Costa Medical Career College Inc., for a use permit for the establishment of a private school (Contra Costa Medical Career College) at 1700 Auto Center Drive (**APN 074-053-011-08**); and,

**WHEREAS**, the Planning Commission duly gave notice of public hearing as required by law; and,

**WHEREAS**, the Planning Commission duly held a public hearing, received, and considered evidence, both oral and documentary, and approved the application for the Use Permit on August 19, 2015; and,

**WHEREAS**, an appeal of the Planning Commission decision was filed on August 24, 2015 by Thomas J. Nokes; and

**WHEREAS**, the City Council duly gave notice of public hearing as required by law; and,

**WHEREAS**, the City Council duly held a public hearing, received, and considered evidence, both oral and documentary, and

**WHEREAS**, this project is exempt from the provisions of CEQA pursuant to CEQA Guideline section 15301 – Existing Facilities; and

**NOW, THEREFORE**, the City Council makes the following factual findings:

1. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The proposed use would occupy an existing building within an established business park district. The hours of operation for the proposed use are consistent with operational hours of adjacent businesses and the proposed use does not employ any equipment or processes that would be disruptive to adjacent properties. Further, there is adequate parking available on-site for the proposed use.

2. The use applied at the location indicated is properly one for which a use permit is authorized.

**RESOLUTION NO. 2015/\*\***

October 13, 2015

Page 2

The site is zoned Planned Business Center (PBC) and per the Municipal Code, private schools are allowed with a use permit.

3. That the site for the proposed site is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, to other uses in the neighborhood.

The site is adequate in size and shape to accommodate a private school. There are 98 parking spaces available on the site and the school will likely generate a maximum of 60 students and 15 staff and faculty on the site simultaneously.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The site has frontage on Auto Center Drive, Costco Way and Verne Roberts Circle, where there is sole access. The site is part of a contemporary business park and the vehicular access and roadway network are all adequate for the proposed use.

5. That the granting of such use permit will not adversely affect the comprehensive General Plan.

The use is consistent with the General Plan and will further the City's broader goals of economic development by educating and improving the existing workforce.

**WHEREAS**, the City Council does determine that the following findings support the Conditions of Approval.

**A. GENERAL CONDITIONS**

1. The City of Antioch has established a Municipal Code and City standards and the State of California has established a Building Code to protect the public health, safety, and welfare of the citizens within the City and the State respectively. This condition of approval is necessary for the developer to mitigate any project impacts that may threaten the health, safety, or welfare of its citizens.

2-3. In order for the project to be constructed to the City's approved standards, the plans need to adequately reflect the changes made by the City Council and City staff needs to inspect the site for compliance with the conditions of approval prior to final inspection approval. These conditions protect the public safety, health, and general welfare of the residents of the Project and surrounding residential and other uses by

AZ

**RESOLUTION NO. 2015/\*\***

October 13, 2015

Page 3

providing an adequate reflection of the approved project prior to the issuance of building permits and a follow up site inspection to ensure the Project was built as conditioned.

4. The regulatory environment of land development and base line conditions change frequently as well as thresholds established by the California Environmental Quality Act; therefore, this condition is necessary to ensure any project going forward is subject to the most current regulations in order to promote the public health, safety, and welfare in the City of Antioch.

5. The Project is being pursued by a developer and the City's responsibility is to promote orderly development within the City. This condition is necessary to protect the City from the financial and time expenses for defending challenges to land use entitlements or environmental reviews that are financially benefitting the applicant, particularly given the City's own financial challenges.

6-7. The Project takes City time and staff to process development applications through the land use entitlement process. The development of property is at the benefit of the applicant; therefore, the conditions are necessary to ensure the applicant pays the expenses to process the application rather than having that burden placed on the taxpayers for another's benefit and satisfies all necessary requirements to make use of public lands that serve the project site.

8. It is necessary to ensure administrative consistency and avoid confusion between plan versions by identifying the most recent entitlements that govern site development and use.

9. The project requires the use of public lands in order to provide access and extend infrastructure to the project site. These conditions are necessary to allow the project sponsors to make use of public lands to benefit the project.

**NOW THEREFORE BE IT RESOLVED** the Council of the City of Antioch, after reviewing the staff report and considering testimony does hereby **DENY** the appeal and **APPROVE** the use permit (UP-15-09), to establish a private school subject to the following conditions and the findings for the conditions:

**A. GENERAL CONDITIONS**

1. The project shall comply with the Antioch Municipal Code. All construction shall conform to the requirements of the California Building Code and City of Antioch standards.
2. This approval expires two years from the date of approval (Expires October 13, 2017), unless the use has been established or a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the

**RESOLUTION NO. 2015/\*\***

October 13, 2015

Page 4

expiration of this approval. No more than one, one year extension shall be granted.

3. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement or environmental review. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
4. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments and any other payments that are due.
5. An encroachment permit shall be required for all work in the public right of way.
6. This approval supersedes previous approvals that have been granted for this site.
7. All required easements or rights-of-way for offsite improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or easement holders for any work done within such property or easements.

**B. CONSTRUCTION CONDITIONS**

1. The use of construction equipment shall be restricted to weekdays between the hours 8:00 A.M. and 5:00 P.M., or as approved in writing by the City Manager.
2. The Project shall be in compliance with and supply all the necessary documentation for AMC6-3.2: Construction and Demolition Debris Recycling.

**C. FEES**

1. The applicant shall pay all fees as required by the City Council.
2. The developer shall pay all required fees at the time of building permit issuance.
3. The applicant shall pay the Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.

**D. FIRE REQUIREMENTS**

1. The applicant shall comply with all requirements of the Contra Costa County Fire Protection District.

A4

**RESOLUTION NO. 2015/\*\***

October 13, 2015

Page 5

**E. PROPERTY MAINTENANCE**

1. No illegal signs, pennants, banners, balloons, flags, or streamers shall be used on this site at any time.
2. No signs shall be installed on this site without prior City approval.
3. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

**F. OPERATIONAL CONDITIONS**

1. The school shall limit programming, enrollment, and/or scheduling such that there are no more than 98 students and/or faculty/staff members at the site simultaneously.

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 13<sup>th</sup> day of October 2015.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A5



# ATTACHMENT "B"

## RESOLUTION NO. 2015/\*\*

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH UPHOLDING THE APPEAL AND DENYING THE USE PERMIT FOR ESTABLISHMENT OF A PRIVATE SCHOOL AT 1700 AUTO CENTER DRIVE

**WHEREAS** the Planning Commission approved a Use Permit application from Stacey Orozco, on behalf of the Contra Costa Medical College, Inc. for the establishment of a private school at 1700 Auto Center Drive (APN 074-053-011-08); and

**WHEREAS** a timely appeal of the granting of the Use Permit was filed with the City Council; and

**WHEREAS** the City Council conducted a hearing on the appeal on October 13, 2015 at which all interested parties were allowed to be heard;

**NOW, THEREFORE**, the City Council makes the following factual findings:

1. The proposed private school would be located in an existing building previously used by CSAA as offices for its auto, home and life insurance businesses, DMV desk for members, travel assistance and other services. The subject property is located at a busy signalized intersection of Auto Center Drive and Costco Way, the primary route of Antioch residents going to the nearby Costco retail store. As such, the building is passed daily by many customers going to the Costco facility and to other retail facilities located on Auto Center Drive and nearby.
2. The uses surrounding the site and in the immediate vicinity are primarily retail in nature, including several auto dealerships, a flooring store, a Lowe's Home Improvement Store, and the Costco Store.
3. Antioch Municipal Code Sec. 9-5.2703 provides the criteria for the approval of Use Permits, all of the stated criteria being needed to justify an approval. Among such listed criteria are: (a) that the granting of the permit will not be detrimental to the public welfare; and (b) that the granting of the permit will not adversely affect the comprehensive General Plan.
4. The General Plan is the ultimate policy directive for the physical development and uses of land within the City.
5. The Land Use Element of the General Plan identifies the "Somersville Road Corridor" (now renamed Auto Center Drive north of SR 4) as "one of Antioch's primary sales tax generators...encompassing...retail businesses."
6. The Economic Development Element of the General Plan has the following policy directives:

**RESOLUTION NO. 2015/\*\***

October 13, 2015

Page 2

- (a) Sec. 6.1. "Antioch is committed to maintaining a vibrant and healthy local economy, ensuring the fiscal and financial health of the City...expanding the inventory of sales tax generating uses."
  - (b) Sec. 6.2. "Create a sound local economy that...increases the local sales tax base and generates sufficient public revenues to support desired municipal services and facilities. A strong economy...provides local government with sufficient public revenues to provide high levels of municipal services and facilities. To achieve such a local economy requires implementation of an economic development strategy which includes...expanding the local retail market to maintain a fiscally strong city."
  - (c) Sec. 6.3. "Focus business attraction and expansion efforts on employment and sales tax generating uses."
  - (d) 6.4.2. "Encourage the establishment and expansion of local businesses and development of commercial and other properties producing retail sales taxes."
7. The private school which was granted a Use Permit from the Planning Commission would not generate any significant sales taxes.
8. Because of the boundary lines drawn on a map in the General Plan, the subject property may not be a part of the "Somersville Road Corridor" but may be part of the Delta Business Park focus area. There is nothing in the General Plan which prohibits retail uses in the Delta Business Park focus area. Indeed, within the business park exists a Costco retail store, a carpet and flooring retail store, and other retail uses. Historically, a boat retailer also existed in the business park.

**NOW, THEREFORE**, the City Council hereby makes the following conclusions:

- 1. Although the CSAA office at the subject location did not itself generate significant sales taxes, it assisted in creating a synergy of auto-related uses in the public's mind at the location, as auto dealerships are located in close proximity, auto repair, parts and rental businesses are located nearby on Auto Center Drive. The offering of auto insurance, DMV services, and travel assistance at the CSAA office is consistent with the surrounding retail uses.
- 2. The location of the subject property is one of the most ideal remaining retail business locations within the City, in that it is located at a signalized intersection of Auto Center Drive and Costco Way, is passed daily by many retail customers traveling to Costco or to other retail businesses on Auto Center Drive.
- 3. The subject property has an Auto Center Drive address and fronts on Auto Center Drive, Costco Way and Verne Roberts Circle. Existing signage for the CSAA office is oriented to Auto Center Drive and Costco Way. A similarly-situated parcel directly across the street to the South is a retail, sales tax generating business. The City Council concludes that the subject property is functionally and appropriately considered a part of the Somersville Corridor

**RESOLUTION NO. 2015/\*\***

October 13, 2015

Page 3

(renamed Auto Center Drive north of SR 4), which emphasizes the encouragement of sales tax generating uses.

4. The property is ideally suited and situated to fulfill the policies and goals of the Economic Development Element of the General Plan.
5. The approval of a Use Permit for a private school that would not generate significant sales taxes at the subject site would adversely affect the General Plan, in that the General Plan's Economic Development Element contains the policies and goals listed in the foregoing section of this Resolution's findings.
6. The approval of a Use Permit for a private school that would not generate significant sales taxes at the subject site would be detrimental to the public welfare, in that the General Plan finds that sales tax generating uses are necessary to provide needed public services and facilities.
7. The City Council cannot make all the findings required by Antioch Municipal Code Sec. 9-5.2703 for the issuance of a Use Permit, in that the proposed use would be detrimental to the public welfare and would adversely affect the General Plan's policies contained in the Economic Development Element.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The appeal filed herein is **GRANTED**. The granting of the Use Permit issued by the Planning Commission is **REVOKED** and the application for a Use Permit is **DENIED**.
2. The applicant shall be given notice of the opportunity for judicial review of this decision.

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing Resolution was passed and adopted by the City Council of the City of Antioch at its regular meeting held on the 13th day of October, 2015.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

# ATTACHMENT "C"

**Ebbs, Forrest**

---

**From:** Luca, Michael @ Sacramento [Michael.Luca@cbre.com]  
**Sent:** Tuesday, August 04, 2015 6:10 PM  
**Cc:** Tom Nokes  
**Subject:** Planning Commission Meeting 8/5/15: UP-15-09 - Contra Costs Medical Career College Inc.

To City leaders of Antioch:

In 2011 the Antioch City Council voted to allow auto dealers to sell cars on the West Side of Auto Center Drive. See the Contra Costa Times article: [http://www.contracostatimes.com/ci\\_18680957](http://www.contracostatimes.com/ci_18680957). Tomorrow night's vote during the Planning Commission Meeting on a proposed conditional use permit to put a medical college at 1700 Auto Center Drive is contradictory to the 2011 City Council vote. Tom Nokes, a client of mine, has been working to buy the property at 1700 Auto Center Drive for over a year. His intention is to relocate and expand one of his existing dealerships to 1700 Auto Center Drive and the adjacent undeveloped land already owned by Mr. Nokes. This relocation would allow the additional expansion of another of Mr. Nokes' dealerships on Auto Center Drive.

Approving a conditional use permit for Contra Costa Medical Career College does not benefit the City or its residents. It hurts the community by eliminating a site that was already studied and approved by the City for auto sales. It discourages the Antioch Auto Center from growth and expansion and will ultimately force one or more of the existing new car dealerships to move to Pittsburg where existing land, buildings and incentives are available. This leads to job losses and lost sales tax revenue for Antioch.

The same 2011 article from the Contra Costa Times references the fact that the Antioch Auto Center includes three of the top 10 sales tax generators in the City. It is a mistake by the Planning Commission to change the allowable use for a small school and further limit the possibilities for expansion of new car sales and more jobs and increased sales tax revenue for the City. It may seem appropriate if such an alternative use was adding significant jobs to the community, but the proposed use simply relocates existing jobs (7 full time and 8 faculty member) from an existing location already within the City. Employment at a single auto dealership and service facility can be well over 50 employees.

There is also no construction related economic benefit for the City or the County if the CUP for the medical school is approved at 1700 Auto Center Drive. The school intends to use the existing structure with minor interior improvements. A new automotive dealership would mean a complete tear down of the existing 16,000 SF structure at 1700 Auto Center Drive and construction of a brand new auto dealership building which would cost in excess of \$5,000,000. This would bring further positive economic impact to the City and County by way of construction jobs and property tax increases.

It is an economic and planning mistake to allow any alternative use in an area that is zoned and intended for auto sales. There is limited land zoned or approved for such uses and auto sales create high paying and skilled jobs and are a major contributor to sales tax revenue. Why would any Planning Commission allow the limited supply of property approved for auto sales to be used by a use that can easily fit into any other office, business park or retail zoned property?

Please consider these facts prior to Wednesday's Planning Commission Meeting. Thank you.

Mike Luca, SIOR | Vice President | Lic. 01447904  
CBRE | Automotive Dealership Properties  
500 Capitol Mall | Suite 2400 | Sacramento, CA 95814  
T 916 446 8279 | F 916 446 8750 | C 916 214 0466  
[mike.luca@cbre.com](mailto:mike.luca@cbre.com) | [www.cbre.com/mike.luca](http://www.cbre.com/mike.luca)

# ATTACHMENT "D"

## Antioch Auto Center



**TOYOTA**

**SCION**

Antioch Toyota/ Scion  
1817 Auto Center Drive  
Antioch, CA 94509  
925-778-4800



**Jeep**



Antioch Chrysler - Jeep - Dodge  
1810 Auto Center Drive  
Antioch, CA 94509  
925-778-9700



Antioch Nissan  
1831 Auto Center Drive  
Antioch, CA 94509  
925-755-2600



**HYUNDAI**

Antioch Hyundai  
1810 B Auto Center Drive  
Antioch, CA 94509  
925-778-7878



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Insurance Services  
1817 Auto Center Drive  
Antioch, CA 94509  
925-708-6100

800-778-4888

www.antiochautocenter.com

August 3, 2015

Honorable Wade Harper  
City of Antioch  
200 H Street  
Antioch, CA 94509

RE: 1700 Auto Center Drive

Dear Mr. Mayor,

I am writing to you to formally protest the application for a Use Permit by Contra Costa Medical Career College, Inc.

As the property and business owner of many of the parcels adjacent to this proposed site, I formally object to a school being allowed to operate on this proposed site.

Delta Business Park is a commercially zoned area and only commercial/retail businesses should be permitted for use in this area.

We retailers, Antioch Auto Center & Costco, have worked long and hard to establish this area as a viable and thriving retail business park. We have all invested collectively millions of dollars to create, improve and upkeep this retail area. It should remain just that, a retail business park.

Auto Center Drive is a heavily trafficked road and the addition of several hundred more cars per day for students is quite frightening. The flow of traffic turning onto Costco Way is never ending now, just imagine what it will look like with all the additional traffic a school will bring. This intersection simply cannot handle the additional traffic.

I know that I need not remind you, The City of Antioch is struggling to find more revenue. I ask you, will a school generate revenue? The answer is unequivocally NO. The only way to generate revenue is through Sales Tax. Who generates sales tax revenues? Retail business do!

DI



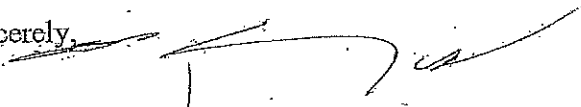
City of Antioch  
August 3, 2015  
Page 2

In conclusion, this area needs to remain a retail business park. The addition of a school can only cause more harm than good for the area.

- No Sales Tax revenues
- Increased traffic
- Diminishes the value of all the "retail" properties in the area.

I respectfully request that you vote against issuing the Use Permit to Contra Costa Medical Career College, Inc.

Sincerely,



Thomas J Nokes  
President / Property Owner  
Antioch Toyota  
Antioch Chrysler Jeep Dodge  
Antioch Nissan  
Antioch Hyundai

Property Owner – Parcel #'s: 074-053-015-9 00  
074-053-014-2 00  
074-053-012-6 00

---

cc: Mayor Pro Tem, Lori Ogorchock  
Councilwoman, Mary Helen Rocha  
Councilwoman, Monica E Wilson  
Councilman, Tony Tiscareno  
City Manager, Steven Duran  
Economic Development Dept., Lizeht Zepeda

# ATTACHMENT "E"

Able Hearth and Home, LLC  
1874 Verne Roberts Circle  
Antioch, CA 94509  
925-586-0378

RECEIVED

AUG 03 2015

CITY OF ANTIOCH  
COMMUNITY DEVELOPMENT

To whom it may concern,

We are Able Hearth and Home. We will be across the street from the proposed school. Located at 1700 Auto Center Drive.

Currently the Car dealership uses most if not all the street parking around the area. They have even rented space from the work out center down the street for their employees. As a result of the distances their employees park in our parking lot and we have to regularly call over and have them remind their employees not to park here.

The Storage facility does not have enough and when they do an auction or other type of event they use our parking. Costco employees also use our parking it is closer for them to walk to the back of Costco then from the end of the parking lot.

I have done business with several companies that are nearby similar schools. If they plan on a school for even 50 people and 10 staff that is a substantial amount of vehicles. In every case the schools did not supply enough parking for students and staff and the nearby businesses were affected.

I would encourage Antioch planning commission to study the available parking in our area and be sure the new load on parking spaces would not further impact us. The reality is there is not enough parking.

Able Hearth and Home

1874 Verne Roberts circle

Antioch ca 94509

Steve Adcock

E1

# ATTACHMENT "F"

## ANTIOCH AUTO CENTER



TOYOTA

SCION

Antioch Toyota/ Scion  
1817 Auto Center Drive  
Antioch, CA 94509  
925-778-4800

CHRYSLER



Jeep



Antioch Chrysler - Jeep - Dodge  
1810 Auto Center Drive  
Antioch, CA 94509  
925-778-9700



Antioch Nissan  
1831 Auto Center Drive  
Antioch, CA 94509  
925-755-2600



HYUNDAI

Antioch Hyundai  
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Antioch, CA 94509  
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Antioch, CA 94509  
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800-778-4888

www.antiochautocenter.com

August 24, 2015

Mr. Arne Simonsen, City Clerk  
City of Antioch  
P O Box 5007  
Antioch, CA 94531

Re: 1700 Auto Center Drive

Dear Mr. Simonsen,

Please accept this letter as our formal request to appeal the Planning Commissions August 19, 2015 approval of a request for a "Use Permit" for the establishment of a private school located at 1700 Auto Center Drive (formally 1700 Somersville Road). This item was referenced at public hearing as UP-15-09 – Contra Costa Medical Career College Inc.

We are making this appeal based on 9-5.2509 APPEALS.

This approval was granted to a private school that wishes to operate in a PBC (Planned Business Center) Zoning District (APN 074-054-01-08).

As the owner of 4 car dealerships – I have worked for 26 years to build this area into a flourishing business community. I chose to be a business owner in a Planned Business Center, I invested millions of dollars into the land and new buildings. Enhancing the area and solidifying it as an area of business and commerce. Am not the only one who has made this investment/commitment to the City of Antioch and our Business Center: COSTCO, Jim's A/B, Mike's A/B and many, many others.

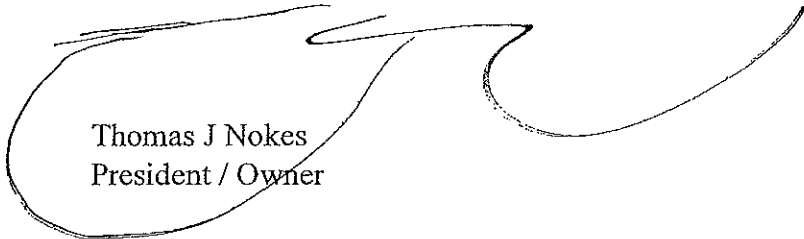
The one thing we all have in common, we generate revenues for the City of Antioch. Sales Tax revenues, several million dollars per year, as a matter of fact.

FI

We agree that the addition of a private school in Antioch can be a good thing, just not in any Planned Business Center. These areas need to remain available for business who can generate revenues for our City.

We ask that you reconsider your approval for this school. We ask that you invest in the active businesses of our Planned Business Center as we invested in the City of Antioch. Please relocate the school to a non-commercially zoned area of Antioch.

Respectfully,



Thomas J Nokes  
President / Owner

TJN/ch

cc: Steven Duran, City Manager  
Forrest Ebbs, Planning Secretary

# ATTACHMENT "G"

## CITY OF ANTIOCH PLANNING COMMISSION

**Regular Meeting**  
**6:30 p.m.**

**August 5, 2015**  
**City Council Chambers**

Chair Motts called the meeting to order at 6:30 P.M. on Wednesday, August 5, 2015 in the City Council Chambers. He stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, August 12, 2015.

### ROLL CALL

Present: Commissioners Parsons, Mason, Miller, Hinojosa  
Vice Chair Westerman and Chair Motts  
Absent: Commissioner Zacharatos  
Staff: Interim City Attorney, Bill Galstan  
Director of Community Development, Forrest Ebbs  
Acting Senior Planner, Alexis Morris  
Contract Planner, Cindy Gnos  
Assistant City Engineer, Lynne Filson  
Minutes Clerk, Kitty Eiden

### PLEDGE OF ALLEGIANCE

### PUBLIC COMMENTS

None.

### CONSENT CALENDAR

1. APPROVAL OF MINUTES - None

### NEW PUBLIC HEARINGS

2. **UP-15-09 – Contra Costa Medical Career College Inc.** requests approval of a Use Permit for the establishment of a private school within the existing 16,737 square-foot building at 1700 Auto Center Drive (formally 1700 Somersville Road) located in the M-1 (Light Industrial) Zoning District (**APN 074-054-011-08**).

Director of Community Development Ebbs explained there was a typographical error in the subject title of the Staff Report and the proper zoning was Planned Business Center (PBC).



Director of Community Development Ebbs presented the staff report dated July 22, 2015 recommending the Planning Commission approve a use permit for a private school subject to the conditions of approval contained in the attached resolution.

Chair Motts opened the public hearing.

Michael Luca, Commercial Real Estate Broker representing Antioch Auto Center, encouraged the Planning Commission to deny the request for the conditional use permit to operate the Medical School at 1700 Auto Center Drive. He noted there was limited property available to expand auto dealerships in the area and he saw significantly greater economic benefit from a dealership on the parcel. He reported three automotive dealerships were in the top 10 sales tax generators for the City and if this land was approved for an alternative use, there was the a possibility that Antioch could lose a dealership to Pittsburg.

Chair Motts closed the public hearing.

In response to Commissioner Hinojosa, Director of Community Development Ebbs clarified the office building was still occupied by AAA and the adjacent undeveloped lot was vacant. He stated the property was zoned planned business center and the initial vision was that this area would be a business park. He noted that in 2011 the list of allowable uses was expanded to include auto sales and no other changes were made to the zoning designation to preclude prior uses allowed.

Commissioner Parsons stated if the applicant had been present this evening she would have suggested they relocate to the abandoned Carrington College location on Country Hills. She noted that this site was an ideal location for an auto dealership.

Interim City Attorney Galstan clarified the College and Auto Dealership were both permitted uses under the zoning ordinance. He stated the City would not have the ability to deny the use permit because another use had a better economic benefit; however, if the Planning Commission was concerned the project would create a parking or traffic nuisance, they would be justified to request additional information. He stated it was appropriate to either approve the use permit or request additional information.

Director of Community Development Ebbs reported parking provided for this building was one space for every 171 square feet and no higher standard was typically applied.

Chair Motts commented that it was a very large parking lot.

Commissioner Mason stated based on the information provided in the staff report he did not see the need for a parking study.

Commissioner Hinojosa agreed with Commissioner Mason; however, she supported a circulation or traffic study to address concerns expressed in letters the Planning Commission had received.

Director of Community Development Ebbs stated without the benefit of the applicant to respond, he would recommend continuing the item to August 19, 2015. He stated he would convey to the applicant that their presence was expected at that meeting.

***On motion by Commissioner Parsons, seconded by Vice Chair Westerman, the Planning Commission members present unanimously continued UP-15-09 – Contra Costa Medical Career College Inc. to August 19, 2015. The motion carried the following vote:***

**AYES: Parsons, Mason, Miller, Hinojosa, Westerman, Motts**

**NOES: None**

**ABSTAIN: None**

**ABSENT: Zacharatos**

3. **GP-15-02, PD-14-01, PW-676, UP-14-05 – Aviano Farms –** Aviano Farms, LLC requests approval of: an Addendum to the Aviano Adult Community Project Environmental Impact Report; a General Plan Amendment to amend the Sand Creek Focus Area text to allow small-lot, single family residential uses on the project site; a rezone to modify the approved Aviano Adult Community Planned Development (PD) standards; a Vesting Tentative Map/Final Development Plan; a Use Permit; and, a Development Agreement. The project consists of the development of 533 single family homes on a portion of an approximately 184-acre parcel. The project site is located west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (**APNs -057-050-022 and 057-030-050**).

Contract Planner Gnos presented the staff report dated August 5, 2015 recommending the Planning Commission take the following actions:

1. Approve the resolution recommending approval of the Addendum to the Aviano Project Final Environmental Impact Report.
2. Approve the resolution recommending approval of a Development Agreement between the City of Antioch and Aviano Farms LLC.
3. Approve the resolution recommending approval of a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02).
4. Approve the resolution recommending approval of a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).
5. Approve a resolution recommending approval of a Vesting Tentative Map/Final Development Plan (PW-676), and a Use Permit for Phase 1 (UP-14-15).

Commissioner Hinojosa requested clarification as to why the lot sizes were smaller than the required designation.

# ATTACHMENT "H"

## CITY OF ANTIOCH PLANNING COMMISSION

Regular Meeting  
6:30 p.m.

August 19, 2015  
City Council Chambers

Chair Motts called the meeting to order at 6:30 P.M. on Wednesday, August 19, 2015 in the City Council Chambers. He stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, August 26, 2015.

### ROLL CALL

Present: Commissioners Parsons, Zacharatos, Mason, Miller, Hinojosa  
Vice Chair Westerman and Chair Motts  
Absent: None  
Staff: Interim City Attorney, Bill Galstan  
Community Development Director, Forrest Ebbs  
Minutes Clerk, Cheryl Hammers

### PLEDGE OF ALLEGIANCE

### PUBLIC COMMENTS

None.

### CONSENT CALENDAR

1. Approval of Minutes: July 1, 2015

*On motion by Commissioner Zacharatos, seconded by Commissioner Vice Chair Westerman, the Planning Commission approved the minutes of July 1, 2015 as presented. The motion carried the following vote:*

**AYES:** Motts, Westerman, Parsons, Zacharatos, Mason, Miller and Hinojosa  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

## CONTINUED PUBLIC HEARING

- 2. UP-15-09 – Contra Costa Medical Career College Inc.** requests approval of a Use Permit for the establishment of a private school within the existing 16,737 square-foot building at 1700 Auto Center Drive (formally 1700 Somersville Road) located in the PBC (Planned Business Center) Zoning District (**APN 074-054-011-08**).

Community Development Director Ebbs presented the staff report dated August 12, 2015, recommending the Planning Commission approve a use permit for a private school subject to the conditions of approval contained in the attached resolution.

In response to Commissioner Parsons, CDD Ebbs read an excerpt from the General Plan. Commissioner Parsons stated that in regards to Economic Development, the City is charged with insuring internal goals and policies and that the Somersville corridor is a large part of that in that it encompasses dealerships and other retail businesses. That pursuant to the Economic Development portion of the General Plan which encourages business and generating taxes, she does not think this use does that.

Chair Motts opened the public hearing.

Applicant, Stacey Orozco, spoke to say that this is a private vocational training school, that since 2007 that have graduated more than 5000 students (4000 of which have become gainfully employed), that they currently reside in the Bluerock Center which is a retail center, and that with the growth that they have gone through over the last seven years, they now have no more space. She said that currently they employ twenty people but that in a year's time they look forward to adding five to ten more and anticipate graduating 1500 students over the next year. Applicant stated that she believes that they do contribute to the economic growth in the community.

In response to Commissioner Parsons, applicant stated that most classes are ten weeks in length, that there are several cohorts with one program graduating every four weeks; that programs range in length of 4 weeks, 8 weeks, 10 weeks up to one year. She said that she has a chart which shows the schedule and the amount of time that each occupies the building; that they stagger them so that not all students are present at one time. She said that all of the parking spaces are never all taken at any one time.

CDD Ebbs pointed out the proposed condition F1 to the Planning Commission.

Vice Chair Westerman clarified with applicant that they are purchasing the property and that they are in escrow now.

Michael Luca stated that he was here two weeks ago and that he was here on behalf of Tom Nokes, the owner of adjacent property and also the owner of multiple properties across the street. He said that while Mr. Nokes opposes the use of the college at this property, he is not against the college itself but that this specifically relates to the

Council's vote in 2007 to allow auto sales in this corridor, AAA being auto related. That any retail use on that corner should be complementary to those uses for the area.

In response to Commissioner Hinojosa, Mr. Luca stated that there was interest in Mr. Nokes purchasing the property, that multiple documents were going back and forth but then Mr. Nokes was abruptly told that the owner were going with another buyer. He said that as part of the sale to Mr. Nokes, the building would have been demolished, leading to more growth.

Chair Motts closed the public hearing.

CDD Ebbs reminded the Planning Commission that this is a contended issue, that they are establishing a record, that this is not a decision between auto sales and the career college, and that only one application is currently before the Commission.

City Attorney Galstan stated that they have heard comments and that if there is any inclination to deny this use permit, he would request that the Commission have a tentative decision so that there are written findings. He said that zoning is not given to the highest and best bidder; that he has looked at the General Plan and Ordinance since the last meeting. That the Ordinance regarding Use Permits has certain criteria; that some are pretty typical and that there are some other criteria, one of which is adversely affecting public welfare. He said that the General Plan does have a number of policies which tend to favor commercial retail tax generated uses in the Somersville corridor and that it encourages auto related uses. With those policies in place, they could have a finding that non-retail, non-tax generating college is not entirely consistent with those policies.

Commissioner Parsons stated that this corridor is intended for economical development tax generating entities and that as a good planning practice, it should be a tax generating activity in that corridor.

Commissioner Mason said that he doesn't feel the same necessity of that being retail, that based on staff's recommendation and applications in compliance with approved uses in that area, that he sees no reason to deny and that he would support the project at this time.

Commissioner Zacharatos agreed and said that she was inclined to support.

Commissioner Hinojosa said that she agrees with Commissioner Parsons about a better use for the site but does feel that this application is before them and she cannot find reasons to deny the project and therefore is going to support staff's recommendations.

Chair Motts agreed with the majority and said that he can't find a reason to deny the request. He said that he believes that there is some other business in that area that is not auto related. That he can't understand why AAA is leaving but this project is something before them and on the table.

Vice Chair Westerman concurred with the majority of the Commissioners and stated that in Antioch health care is also a major industry and that this type of use he thinks also contributes to that. He stated that he will support this application.

#### RESOLUTION NO. 2015-17

*On motion by Commissioner Hinojosa, seconded by Commissioner Miller, the Planning Commission members present unanimously approved use permit (UP-15-09) to establish a private school subject to all conditions. The motion carried the following vote:*

**AYES:** Zacharatos, Mason, Miller, Hinojosa, Westerman, Motts  
**NOES:** Parsons  
**ABSTAIN:** None  
**ABSENT:** None

- 3. UP-15-07 – Vista Diablo Mobile Home Park Expansion** – Sierra Management requests approval of a Use Permit to add 6 mobile home lots at an existing 150-unit mobile home located at 2901 Somersville Road in the R-10T (Medium Density Residential District/Manufacture Housing Combining District) (**APN 076-010-029**).

CDD Ebbs presented the staff report dated August 12, 2015.

In response to Chair Motts, CDD Ebbs said that this parcel is a tiny sliver that can only be accessed through the park.

Opened public hearing.

Applicant stated that this is an existing senior community, that they have 150 spaces, that they want to add 6 more spaces, and that although he doesn't have much background he believes the park has been there since 1978.

Closed public hearing.

Commissioner Hinojosa said that she has no issues with this project.

Chair Motts states that he also has no issues.

#### RESOLUTION NO. 2015-18

*On motion by Vice Chair Westerman, seconded by Commissioner Zacharatos, the Planning Commission approved the expansion of the existing mobile home part from 150 units to 156 units, subject to all conditions. The motion carried the following vote:*



# ATTACHMENT "I"

## CITY OF ANTIOCH PLANNING COMMISSION RESOLUTION NO. 2015-17

### RESOLUTION OF THE CITY OF ANTIOCH PLANNING COMMISSION APPROVING A USE PERMIT FOR THE ESTABLISHMENT OF A PRIVATE SCHOOL (CONTRA COSTA MEDICAL CAREER COLLEGE) AT 1700 AUTO CENTER DRIVE (APN 074-054-011-08)

**WHEREAS**, the City of Antioch received a request from Stacey Orozco, on behalf of Contra Costa Medical Career College Inc., for a use permit for the establishment of a private school (Contra Costa Medical Career College) at 1700 Auto Center Drive (APN 074-053-011-08); and,

**WHEREAS**, this project is exempt from the provisions of CEQA pursuant to CEQA Guideline section 15301 – Existing Facilities; and

**WHEREAS**, the Planning Commission duly gave notice of public hearing as required by law; and,

**WHEREAS**, the Planning Commission on August 19, 2015, duly held a public hearing, received, and considered evidence, both oral and documentary, and

**WHEREAS**, the Planning Commission does determine:

1. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The proposed use would occupy an existing building within an established business park district. The hours of operation for the proposed use are consistent with operational hours of adjacent businesses and the proposed use does not employ any equipment or processes that would be disruptive to adjacent properties. Further, there is adequate parking available on-site for the proposed use.

- ~~2. The use applied at the location indicated is properly one for which a use permit is authorized.~~

The site is zoned Planned Business Center (PBC) and per the Municipal Code, private schools are allowed with a use permit.

3. That the site for the proposed site is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, to other uses in the neighborhood.

The site is adequate in size and shape to accommodate a private school. There are 98 parking spaces available on the site and the school will likely generate a maximum of 60 students and 15 staff and faculty on the site simultaneously.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The site has frontage on Auto Center Drive, Costco Way and Verne Roberts Circle, where there is sole access. The site is part of a contemporary business park and the vehicular access and roadway network are all adequate for the proposed use.

5. That the granting of such use permit will not adversely affect the comprehensive General Plan.

The use is consistent with the General Plan and will further the City's broader goals of economic development by educating and improving the existing workforce.

**WHEREAS**, the Planning Commission does determine that the following findings support the Conditions of Approval.

A. GENERAL CONDITIONS

1. The City of Antioch has established a Municipal Code and City standards and the State of California has established a Building Code to protect the public health, safety, and welfare of the citizens within the City and the State respectively. This condition of approval is necessary for the developer to mitigate any project impacts that may threaten the health, safety, or welfare of its citizens.

- 2-3. In order for the project to be constructed to the City's approved standards, the plans need to adequately reflect the changes made by the City Council and City staff needs to inspect the site for compliance with the conditions of approval prior to final inspection approval. These conditions protects the public safety, health, and general welfare of the residents of the Project and surrounding residential and other uses by providing an adequate reflection of the approved project prior to the issuance of building permits and a follow up site inspection to ensure the Project was built as conditioned.

4. The regulatory environment of land development and base line conditions change frequently as well as thresholds established by the California Environmental Quality Act; therefore, this condition is necessary to ensure any project going forward is subject to the most current regulations in order to promote the public health, safety, and welfare in the City of Antioch.

5. The Project is being pursued by a developer and the City's responsibility is to promote orderly development within the City. This condition is necessary to protect the City from the financial and time expenses for defending challenges to land use entitlements or environmental reviews that are financially benefitting the applicant, particularly given the City's own financial challenges.

6-7. The Project takes City time and staff to process development applications through the land use entitlement process. The development of property is at the benefit of the applicant; therefore, the conditions are necessary to ensure the applicant pays the expenses to process the application rather than having that burden placed on the taxpayers for another's benefit and satisfies all necessary requirements to make use of public lands that serve the project site.

8. It is necessary to ensure administrative consistency and avoid confusion between plan versions by identifying the most recent entitlements that govern site development and use.

9. The project requires the use of public lands in order to provide access and extend infrastructure to the project site. These conditions are necessary to allow the project sponsors to make use of public lands to benefit the project.

**NOW THEREFORE BE IT RESOLVED** the Planning Commission of the City of Antioch, after reviewing the staff report and considering testimony does hereby **APPROVE** the use permit (UP-15-09), to establish a private school subject to the following conditions and the findings for the conditions:

**A. GENERAL CONDITIONS**

1. The project shall comply with the Antioch Municipal Code. All construction shall conform to the requirements of the California Building Code and City of Antioch standards.
2. This approval expires two years from the date of approval (Expires August 19, 2017), unless the use has been established or a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one, one year extension shall be granted.
3. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement or environmental review. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.

4. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments and any other payments that are due.
5. An encroachment permit shall be required for all work in the public right of way.
6. This approval supersedes previous approvals that have been granted for this site.
7. All required easements or rights-of-way for offsite improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or easement holders for any work done within such property or easements.

**B. CONSTRUCTION CONDITIONS**

1. The use of construction equipment shall be restricted to weekdays between the hours 8:00 A.M. and 5:00 P.M., or as approved in writing by the City Manager.
2. The Project shall be in compliance with and supply all the necessary documentation for AMC6-3.2: Construction and Demolition Debris Recycling.

**C. FEES**

1. The applicant shall pay all fees as required by the City Council.
2. The developer shall pay all required fees at the time of building permit issuance.
3. The applicant shall pay the Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.

**D. FIRE REQUIREMENTS**

1. The applicant shall comply with all requirements of the Contra Costa County Fire Protection District.

**E. PROPERTY MAINTENANCE**

1. No illegal signs, pennants, banners, balloons, flags, or streamers shall be used on this site at any time.
2. No signs shall be installed on this site without prior City approval.
3. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

F. OPERATIONAL CONDITIONS

1. The school shall limit programming, enrollment, and/or scheduling such that there are no more than 98 students and/or faculty/staff members at the site simultaneously.

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 19<sup>th</sup> day of August 2015.

AYES: Zacharatos, Mason, Miller, Hinojosa, Westerman, Motts  
NOES: Parsons  
ABSTAIN: None  
ABSENT: None

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FORREST EBBS, SECRETARY TO THE  
PLANNING COMMISSION

# ATTACHMENT "J"

## ENVIRONMENTAL ASSESSMENT

(To be completed by Applicant)

To Accompany Application for:  
Contra Costa Medical Career College  
1700 Auto Center Drive Antioch

APPLICANT INFORMATION	
Name:	<u>STACEY OROZCO</u>
Contact Name:	<u>STACEY OROZCO</u>
Address:	<u>1700 Auto Center Drive Antioch, Ca. 94509</u>
Parcel No.	<u>APN 074-054-011-08</u>
Telephone No.	<u>(925) 876-1595</u>
File No.	_____

Completeness and accuracy of the information provided by this form will help assure that your application can proceed without unnecessary delay. Attach additional sheets if necessary.

### GENERAL INFORMATION

1. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:

N/A

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2. Existing zoning and general plan districts: M-1 ZONING

3. Proposed use of site (project for which this form is filed):

Office / Corporate headquarters with  
classroom / Lab training use.

CITY OF ANTIOCH  
COMMUNITY DEVELOPMENT

### PROJECT DESCRIPTION

4. Site size: 78,843 sq ft
5. Building square footage: 16,737 sq ft
6. Number of floors of construction: 1
7. Amount of off-street parking provided: 98 spaces (5.9/1000 Parking ratio)
8. Percentage of landscaping: 25-35%
9. Projects associated with this project:

NONE

10. Schedule of construction:

NO EXTERIOR CONSTRUCTION. INTERIOR IMPROVEMENTS 1/16.

11. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected:

N/A

12. If commercial, indicate the types of tenants, and whether neighborhood, city or regionally oriented:

A SINGLE USER - EMPLOYEES & STUDENTS OF CONTRA COSTA MEDICAL CAREER COLLEGE WILL OCCUPY THE building.



13. If industrial, indicate the type of tenants, hours of operation and estimated employment per shift:

NA

14. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, and community benefits to be derived from the project:

See attached.

15. If the project involves a variance, conditional use permit or rezoning application, state this and indicate clearly why the application is required:

currently building zoned M-1 Commercial use allowed with permit.

Are the following items applicable to the project or its effects?

		YES	NO
16.	Change in existing features of any wetlands, tidelands, beaches, or hills, or substantial alteration of ground contours		✓
17.	Change in scenic views or vistas from existing residential areas or public lands or roads		✓
18.	Change in pattern, scale or character of general area of project		✓
19.	Create significant amounts of solid waste or litter		✓
20.	Change in dust, ash, smoke, fumes or odors in vicinity		✓
21.	Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns		✓
22.	Create substantial change in existing noise or vibration levels in the vicinity		✓
23.	Site on filled land or on slope of 10% or more		✓
24.	Use or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives		✓
25.	Create a substantial change in demand for municipal services (police, fire, water, sewage etc.)		✓
26.	Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.)		✓
27.	Project related to a larger project or series of projects		✓

Discuss below all items checked "YES" (attach additional sheets as necessary)

NA

**ENVIRONMENTAL SETTING**

28. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Polaroid photos or digital photos will be accepted.

The building was built in 1993 for AAA Auto Insurance retail location for members and staff. AAA is vacating the building in December 2015. This is a single story office building.

29. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity. Polaroid photos or digital photos will be accepted.

The surrounding properties include: car dealerships, small businesses, Costco, various retail shops (Target, Kmart, ToysRUs) restaurants, gas stations, hotels, Fitness club, Lowe's home improvements, car repair shops, credit union.

**CERTIFICATION**

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date: 6/25/2015

Name of Agency: Contra Costa Medical Career College Inc.

Name: STACEY OROZCO

Signature: 

Phone: 925 876 1595

**Contra Costa Medical Career College** is a small, private postsecondary vocational training institution. The institution was formed in 2007 in response to the growing need for qualified, entry level healthcare professionals in this community. The student population consists of adults 18 and over seeking training in various healthcare careers. CCMCC drug screens and background checks all students (certain misdemeanours and no felony convictions are permitted) prior to enrolment and requires **ALL** students who attend to poses a High School Diploma or GED certificate. CCMCC offers low tuition, flexible schedules, and instructors who are experts in their fields of study.

Contra Costa Medical Career College plans on housing its corporate offices, administrative personnel as well as 5 training programs at 1700 Auto Centre Drive Antioch Ca, 94509. This location offers 16,737 square feet of space on approximately 1.81 acres with ample parking for all staff and student population (5.9/1000 parking ratio, 98 parking spaces in total).

**Hours of operation are:**

Monday-Friday 9:00am-10:00pm  
Saturday 9:00am-5:00pm  
Some scheduled Sundays 9:00am-5:00pm

Our class sizes are kept small (**minimum 5 students, maximum 15 students per program cohort**) so that we can concentrate on quality instruction. We work hand in hand with employers in the community to ensure the most up to date curriculum possible. All of our programs are career focused so our graduates are prepared to make a positive impact in the community from the start of their new career in the healthcare industry.

Contra Costa Medical Career College employs 7 full-time administrative staff members and 8 faculty members.

**Corporate officer hours:**

Hours vary

**Administrative staff member working hours:**

8:00am-4:30pm Monday-Friday (3 employees)  
11:00am-7:30pm Monday-Friday (3 employees)  
1:30pm-10:00pm Monday-Friday (1 employee)  
8:30am-12:30pm Saturday (1 employee)

**Faculty members working Hours:**

8:30am-5:00pm Monday- Friday (2 faculty)  
8:30am-1:30pm Monday Wednesday and Friday (1 faculty)  
8:30am-3:00pm Tuesday Wednesday and Thursday (1 faculty)  
4:30pm-10:00pm Monday -Friday (1 faculty)  
5:30pm-10:00pm Monday -Friday (1 faculty)

**Program schedules:**

Surgical Technology Day cohort 9:30am-4:00pm Monday- Thursday

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Sterile Processing Technician Day cohort 9:00am-3:00pm Tuesday Wednesday and Thursday  
Sterile Processing Technician Evening cohort 5:00pm-10:00pm Tuesday Thursday and Friday  
Pharmacy Technician Day cohort 9:00am-1:30pm Monday Wednesday and Friday  
Pharmacy Technician Evening cohort 6:00pm-10:00pm Monday-Thursday  
Phlebotomy Technician Day cohort 9:30am-3:30pm Monday-Thursday  
Phlebotomy Technician Eve cohort 5:00pm-10:00pm Monday and Wednesday  
Basic Life Support Day cohort 9:00am-12:30pm Friday and Saturday (max 8 students)  
Basic Life Support Evening cohort 6:00pm-10:00pm Friday (max 8 students)

Contra Costa Medical Career College plans on improving the space by adding 10 administrative office spaces, a career services department, 10 faculty office spaces, a library/media centre, a staff/faculty lounge, student lounge, 6 classrooms, 6 laboratory spaces, conference room, and reception/admissions/registration area.

Please see attached floorplan and program schedule sheet for a clear picture of daily classroom operations.

## **Approvals & Certification**

Contra Costa Medical Career College and its programs and courses are certified, approved or accredited by the following regulatory bodies:

- AC CET (Accrediting Council of Continuing Education & Training)
- BBB (Better Business Bureau)
- BPPE (Bureau for Private Post-secondary Education)
- BVNPT (Board of Vocational Nursing and Psychiatric Technicians)
- DHSLFS (Department of Health Services Laboratory Field Services)
- NHA (National Health Career Association)
- The California Board of Pharmacy

Contra Costa Medical Career College Program Schedules

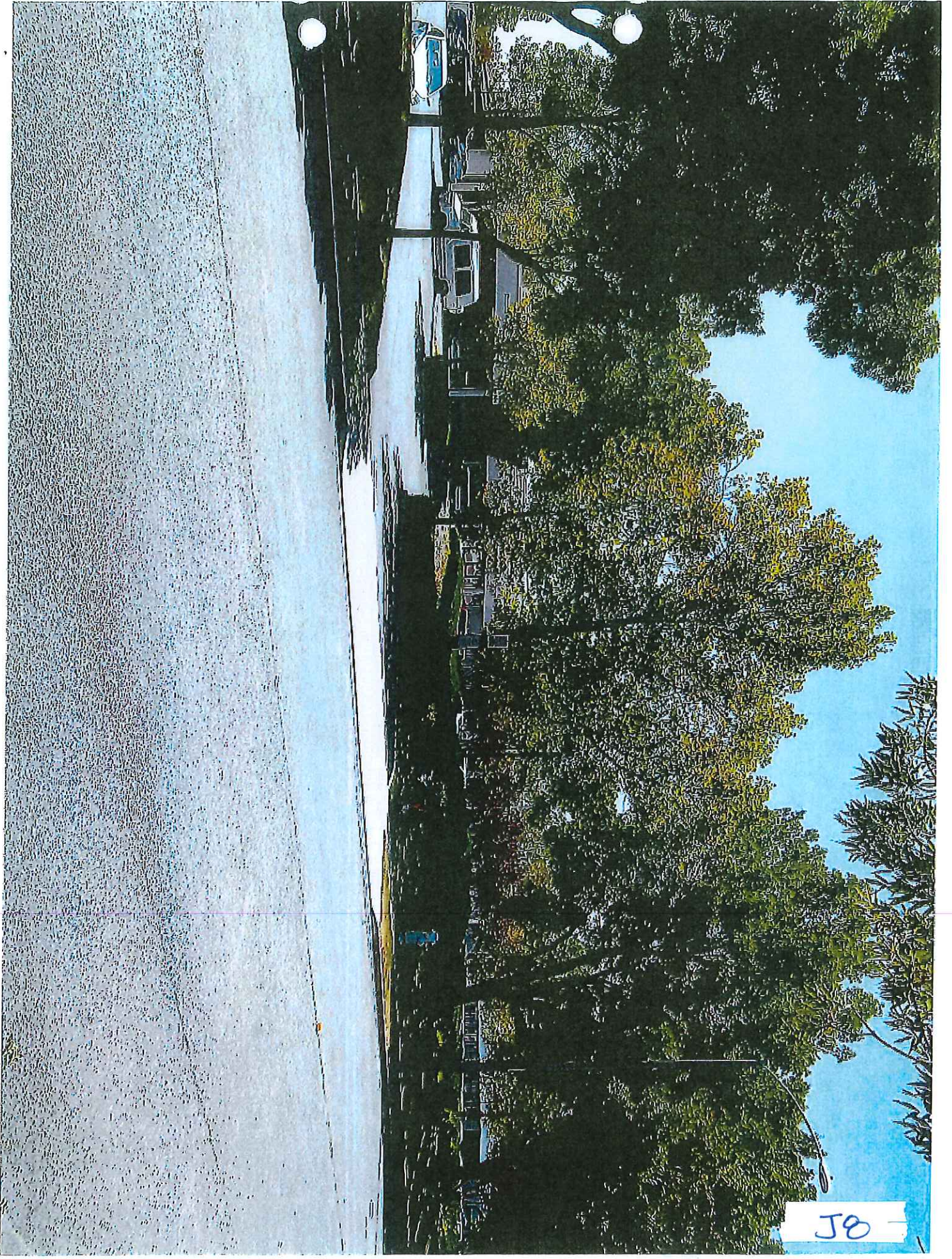
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sun
8:00am	employees arrive (3)	employees arrive (3)	employees arrive (3)	employees arrive (3)	employees arrive (3)		
8:30am	Employee arrives (1)	Employee arrives (2)	Employee arrives (2)	Employee arrives (1)	Employee arrives (2)	employees arrive (2)	
9:00am	Pharmacy (15) Employees arrive (3)	Sterile Processing (15) Employees arrive (3)	Sterile Processing (15) Pharmacy (15) Employees arrive (3)	Sterile Processing (15) Employees arrive (3)	Pharmacy (15) BLS (8) Employees arrive (2)	BLS (8)	
9:30am	Phlebotomy (15) Surgical Tec (15)	Phlebotomy (15) Surgical Tec (15)	Phlebotomy (15) Surgical Tec (15)	Phlebotomy (15) Surgical Tec (15)			
10:00am							
10:30am							
11:00am	employees arrive (3)	employees arrive (3)	employees arrive (3)	employees arrive (3)	employees arrive (3)		
11:30am							
12:00pm							
12:30pm							
1:00pm							
1:30pm	Employee arrives (1)	Employee arrives (1)	Employee arrives (1)	Employee arrives (1)	Employee arrives (1)		
2:00pm							
2:30pm							
3:00pm							
3:30pm							
4:00pm							
4:30pm	Employee arrives (1)	Employee arrives (1)	Employee arrives (1)	Employee arrives (1)	Employee arrives (1)		
5:00pm	Phlebotomy (15)	Sterile Processing (15)	Phlebotomy (15)	Sterile Processing (15)	Sterile Processing (15)		
5:30pm	Employee arrives (1)	Employee arrives (1)	Employee arrives (1)	Employee arrives (1)	Employee arrives (1)		
6:00pm	Pharmacy (15)	Pharmacy (15)	Pharmacy (15)	Pharmacy (15)	BLS (8)		
6:30pm							
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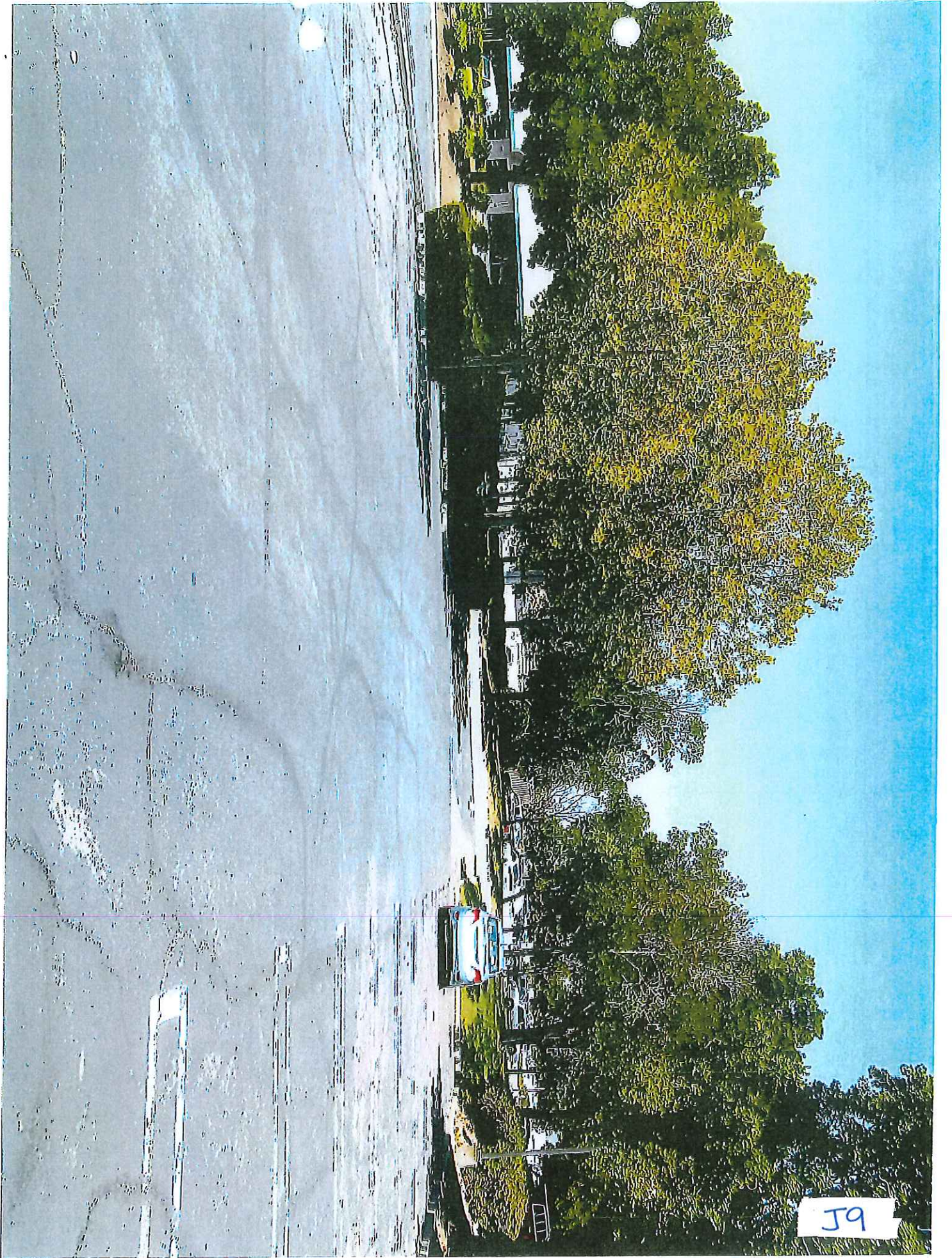
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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Steve Duran, City Manager  
Michelle Fitzner, Administrative Services Director  
Dawn Merchant, Finance Director

**SUBJECT:** Update on Measure C Revenue for FY 2014/15 and FY 2015/16,  
and Adopting a Resolution Increasing Measure C Revenue in the  
FY 2014/15 Budget

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### **RECOMMENDED ACTION**

It is recommended that the City Council:

1. Adopt a resolution increasing the budgeted Measure C revenue for FY 2014/15 by \$1,093,894, to a total of \$5,583,641; and
2. Receive this report and provide direction to staff regarding FY 2015/16.

### **STRATEGIC PURPOSE**

**Strategy N-1:** Improve the City's financial stability by implementing a two year budget cycle and ensuring that each fiscal year's budget is balanced.

### **FISCAL IMPACT**

For FY 2014/15, there is an increase in Measure C revenue of \$1,093,894 over what was budgeted. As the expenditures for fiscal year 2014/15 are already booked, the additional revenue will be added to the Police Department carryover balance for FY 2015/16.

For fiscal year 2015/16, the Measure C revenue projection will be increased as a separate action on October 27<sup>th</sup>, along with other recommended budget amendments. The fiscal impact of each potential expenditure option is outlined below. Staff will need Council direction on which, if any, of these options to pursue. The associated fiscal impact will also be included in the expenditure budget amendments brought forth for Council consideration on October 27<sup>th</sup>.

**DISCUSSION**

- FY 2014/15

The City originally budgeted anticipated Measure C revenue for FY 2014/15 based on the best available estimate from our sales tax consulting firm. Now that we have received a full year of actual tax receipts, we are happy to report that the revenue generated by Measure C was \$5,583,641. This is \$1,093,894 more than anticipated. Therefore, part of the requested action this evening is for Council to adopt a resolution amending the FY 2014/15 budget to increase Measure C revenue to reflect the actual receipts.

Since revenue exceeded expenditures, the balance will be reflected in the Police Department Measure C carryover amount. Of the total received, \$5,470,955 was allocated to the Police Department and \$112,686 to Code Enforcement. Below is a chart updating the projections for the Police Department to show the impact of the increased revenue on the Measure C carryover:

<b>Police Department Measure C Funding</b>		
	<b>Police Budget FY15- Revised</b>	<b>Police Budget FY16- Adopted</b>
<b>13/14 Baseline Budget</b>	\$28,447,271	\$28,447,271
Measure C FY15 actual/FY16 budgeted	5,470,955	4,484,392
Measure C carryover – FY14/FY15	898,689	3,928,271
<b>Budget Allotment</b>	34,816,915	36,859,934
Actual/Adopted Expenditures	32,126,371	36,203,601
EBRCS Purchase - Gen Fd Reserves	(1,237,727)*	-
<b>Difference under budget</b>	<b>\$3,928,271</b>	<b>\$656,333</b>

\*Although \$1,827,000 was budgeted for EBRCS, only \$1,237,727 has been spent as of 6/30/15

- FY 2015/16

**Revenue**

Staff recommends updating the FY 2015/16 projected Measure C revenue to more closely align with the FY 2014/15 actuals. At this time, we anticipate Measure C revenues will come in around \$5,700,385. This represents an increase of \$1,053,495 from the currently budgeted projections. Council action will be required to adopt this amendment. That action will be brought forth on October 27<sup>th</sup>, along with other recommended budget adjustments.

## **Expenditures**

With increased Measure C revenue, there is an opportunity to enhance services in Police and Code Enforcement, as Council has directed all Measure C revenue be allocated to these functions. The City Manger is recommending that the Council consider the options below. Any or all of the options could be implemented as follows:

- ***Increase the number of budgeted Community Service Officers (CSO), anywhere from one (1) to three (3) positions.***
  - One CSO position would be assigned to the front counter, allowing the public to access services Monday – Friday, 8:00 am – 5:00 pm.
  - A second CSO position would be assigned to the jail operations, providing 24/7 coverage and freeing up Police Officers from in-custody transports.
  - A third CSO position would be assigned to Investigations or vehicle abatement.

### **Fiscal Impacts:**

- \$114,000 per position for personnel costs per year (at Step E). Two positions would be \$228,000; three positions would be \$342,000. There are no anticipated additional costs for vehicles or equipment.
- ***Add two (2) General Laborer positions to the Code Enforcement budget.*** These new employees would be used as blight abatement crews, addressing issues such as graffiti, dumping and other nuisances currently taking the time of Code Enforcement Officers.

### **Fiscal Impacts:**

- \$172,180 for personnel costs per year (at Step E).
- \$60,000 for two (2) trucks, including safety and auxiliary equipment.
- \$20,000 for two (2) dump trailers.
- \$8,000 per year for tools, uniforms, safety and other equipment.
- ***Add an Associate Development Services/Engineering Technician position in Code Enforcement.*** This position would replace the existing part-time, temporary positions currently budgeted. The addition of a full-time support staff would allow the Code Enforcement Officers to spend less time on processing paperwork and more time in the field. In addition, there is a probability that fee/fine/citation revenue will increase due to enhanced collection efforts.

### **Fiscal Impacts:**

- \$122,555 for personnel costs per year (at Step E).
- ***Contract for a 6-month vehicle abatement pilot program.*** This service would include two (2) full-time people assigned to this contract. These people would perform non-moving violation citations related to vehicles and parking. It is anticipated that fee/fine/citation revenue would increase.

Fiscal Impacts:

- \$73,000. Continuation of the program would be evaluated after the pilot period.

Of course, another option is to not allocate any of the anticipated increase in revenue for FY 2015/16. In that case, it is expected that the Police Department carryover balance from FY 2015/16 to FY 2016/17 would increase. That additional revenue could cover the projected budget shortfall expected to begin in FY 2016/17.

Again, staff will need direction from Council on any of the above options, or any other options Council wants to pursue. If Council determines that they want to make any changes to the FY 2015/16 expenditures, a budget adjustment will be required and will be included in the October 27<sup>th</sup> report and action.

**ATTACHMENTS**

A. Resolution Amending the FY 2014/15 Budget to Increase Measure C Revenue



**RESOLUTION NO. 2015/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AMENDING THE FY 2014/15 BUDGET TO INCREASE MEASURE C REVENUE**

**WHEREAS**, FY 2014/15 was the first full year of Measure C tax revenue receipts; and

**WHEREAS**, actual Measure C receipts came \$1,093,894 higher than budgeted; and

**WHEREAS**, Council action is required to amend the FY 2014/15 Measure C revenue amount to reflect the actual receipts.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that the Finance Director is directed to amend the FY 2014/15 Measure C revenues by \$1,093,894, bringing the total to \$5,583,641.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of October, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Steve Duran, City Manager *RED*

**SUBJECT:** CONSIDERATION OF THE DELTA BLUES FESTIVAL  
AS A CITY SPONSORED SPECIAL EVENT

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### RECOMMENDED ACTION

It is recommended that the City Council consider including The Delta Blues Festival as a City sponsored Special Event and provide direction to staff.

### STRATEGIC PURPOSE

**Strategy F-6:** Create and Implement a Marketing Campaign for Antioch.

**Short Term Objective:** Obtain Funding for Downtown Antioch events.

**Strategy F-4:** Determine and Prioritize Geographical Areas of Focus.

**Short Term Objective:** Focus limited resources on Priority Development Areas.  
(Downtown is a designated Priority Development Area)

**Strategy J-1:** Increase the use of the City's recreation facilities and programs.

**Short Term Objective:** Build awareness of programs, services and community events.

### FISCAL IMPACT

The City has traditionally provided in-kind staff support from the Police Department, Public Works and Parks & Recreation Departments for the Delta Blues Festival at City cost, so any additional cost of making the event an official City sponsored event would be minimal. The cost this year was less than \$2,000. Next year's cost will be estimated at the time a resolution is considered by the Council to determine the City sponsored events for the 2016-17 Budget year.

### DISCUSSION

Staff is recommending that The Delta Blues Festival be added to the list of City sponsored events for a number of reasons. First and most importantly, it is a large event with a regional draw and has a track record of growing success. It has also enjoyed in-kind support of City departments and so most of the City cost is already baked into the budget. This event only requires in-kind support because the organizers have demonstrated the ability to raise all other necessary funding. Finally, it is a family friendly event that sells no alcoholic beverages, so it fits the City's theme of "Business and Family Friendly – Come Grow with Us!"

Special events contribute to a high quality of life in a community; they strengthen civic pride, promote collaboration, and support the economic efforts of local businesses. It is the City's goal to assist event organizers in planning a safe and successful event with minimal adverse impacts upon the citizens or neighborhoods surrounding the event.

Under the City's Event Policy, the City reviews requests for funding, including in-kind support such as the costs expended by the Police Department, Public Works and Parks and Recreation. The costs of the requests are reviewed during the City's budget process. Currently there are four "City Sponsored Events" – The Memorial Day Parade, The Fourth of July Celebration, The Veteran's Day Parade, and The Holiday Delites Parade and Tree Lighting. The City provides these events in-kind support and staff support as noted above. This year, the City also provided a one-time contribution of \$15,000 toward fireworks for the 4<sup>th</sup> of July.

Under our event policy, City Council approval is required for the following:

- a. Public events requesting a direct City sponsorship of City funds;
- b. Public events requesting estimated expenditures for staff time, City supplies or equipment, or a waiver of fees; and
- c. Use of City's name or logo branding materials for fundraising or donation purposes.

New requests for City financial sponsorship and support, as well as requests for additional services or funding for the events already sponsored, must use the Sponsor Application Form, which can be obtained from Parks & Recreation. Requests must be submitted before March 1<sup>st</sup> each year in order to be considered for the next fiscal year (July 1 – June 30). All requests will be reviewed during the annual Budget approval process.

Once the City budget is approved, only City sponsored events included in the budget are funded and any additional requests for in-kind or cash funding require a budget adjustment to redirect budgeted funds.

Events that are part of City Programs, such as the Summer Concert Series at Waldie Plaza and the Coastal Clean-Up, are managed by City Department or contracted to service providers. As such, they are not subject to the Event Policy. The costs for the City Programs are contained within City departmental budgets.

Staff is recommending that The Delta Blues Festival be added to the list of City sponsored events for a number of reasons. First and most importantly, it is a large event with a regional draw and has a track record of growing success. It has also enjoyed in-kind support of City departments and so most of the City cost is already baked into the budget. This event only requires in-kind support because the organizers have demonstrated the ability to raise all other necessary funding. Finally, it is a family friendly event that sells no alcoholic beverages, so it fits the City's theme of "Business and Family Friendly – Come Grow with Us!"

**ATTACHMENT**

None



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of October 13, 2015

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

**SUBMITTED BY:** Steve Duran, City Manager *SD*

**SUBJECT:** East County Family Justice Center

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### RECOMMENDED ACTION

It is recommended that the City Council discuss a proposed "Family Justice Center" for east Contra Costa County and direct staff regarding working with County Supervisors, County staff and other east county cities toward the establishment of a Family Justice Center in east Contra Costa County. This item was requested by Mayor Pro Tem Ogorchock.

### STRATEGIC PURPOSE

Working with the County to establish a Family Justice Center in east Contra Costa County would fall under Strategy F-5: Work with state and regional economic development partners to leverage strengths for the benefit of the City and region.

### FISCAL IMPACT

There is no fiscal impact at this point other than staff time. The City Manager and Police Chief have already attended a few meeting regarding this initiative, along with representatives from the County and other east county cities.

### DISCUSSION

Family Justice Centers have now been established in west and central Contra Costa County, in Richmond and Concord. Supervisor Mary Piepho and her staff have convened a number of meetings in this regard and a presentation has been made to the Antioch City Council. The presentation is attached for reference. In addition, the following bullet points have been provided by the folks working with the County on this effort.

- **The Family Justice Alliance of Contra Costa will focus on the needs of victims.**

The Family Justice Alliance of Contra Costa seeks to ensure a compassionate, comprehensive response to the needs of victims experiencing interpersonal violence, domestic violence, sexual assault, child abuse, elder abuse, and human trafficking.



- **Family Justice Centers are a new way of doing business that are part of our county's path to a violence-free future.**

Family Justice Centers help us use existing resources in new ways to: ensure easier access to high-quality services, build safer and healthier communities, and create violence-free futures.

- **Family Justice Centers provide wrap-around services for victims.**

Family Justice Centers bring together multiple organizations to coordinate wrap-around services for victims of interpersonal violence and their families.

- **Planning for the Family Justice Alliance of Contra Costa will focus on shared governance and sustainability.**

The objectives of the planning process for the alliance include establishing an effective shared governance structure and a sustainability plan for new, existing, and future Family Justice Centers in the county.

- **The Family Justice Alliance of Contra Costa builds on the experience of existing Family Justice Centers in the region.**

In 2011, the first Family Justice Center in the county opened in a temporary location to support the healing of family violence survivors in Richmond/West County (West Contra Costa Family Justice Center). An expanded permanent location for this center will open in spring 2015. In 2014, planning efforts began to establish a Central County Family Justice Center with a pilot site planned to open during winter 2015 in Concord. Preliminary discussions to assess readiness for a Family Justice Center in East and Far East County have also begun.

- **Stakeholder engagement will be an essential element of the planning process.**

The strategic planning process will prioritize robust stakeholder engagement in order to ensure that the development of the Family Justice Alliance of Contra Costa both responds to, and is supported by, Contra Costa's diverse communities.

- **Planning team and contact information:**

A core group of representatives from the Zero Tolerance Initiative, other local government agencies, and community-based partners will guide the planning process with support from the Glen Price Group.

For more information, contact Devorah Levine, Contra Costa County Zero Tolerance for Domestic Violence Initiative, [dlevine@ehsd.cccounty.us](mailto:dlevine@ehsd.cccounty.us)

## **ATTACHMENT**

A – Printed PowerPoint Presentation



**Zero**  
**TOLERANCE**  
for domestic violence!

**Family Justice Center**

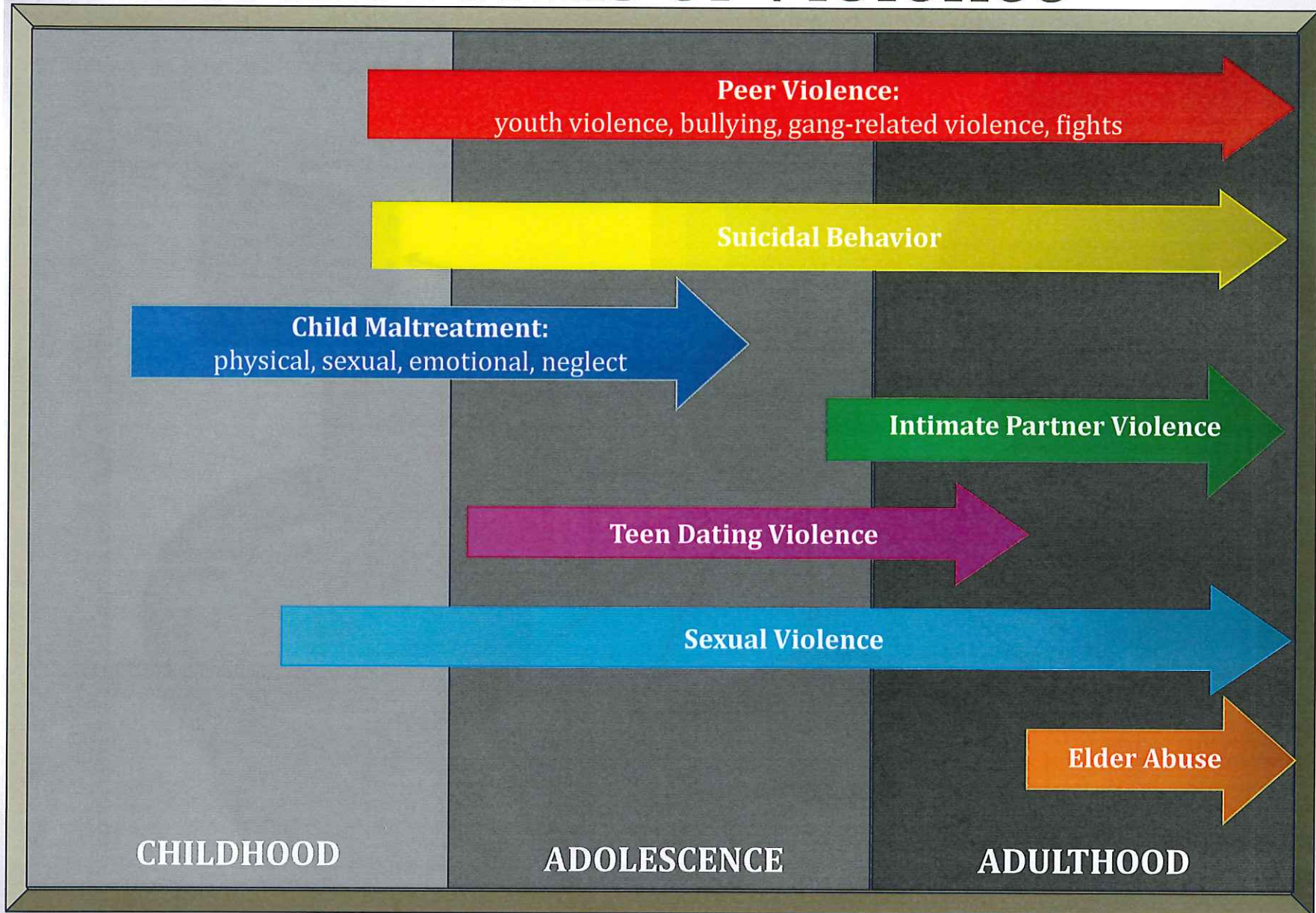
6.02  
10-13-15

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# Purpose:

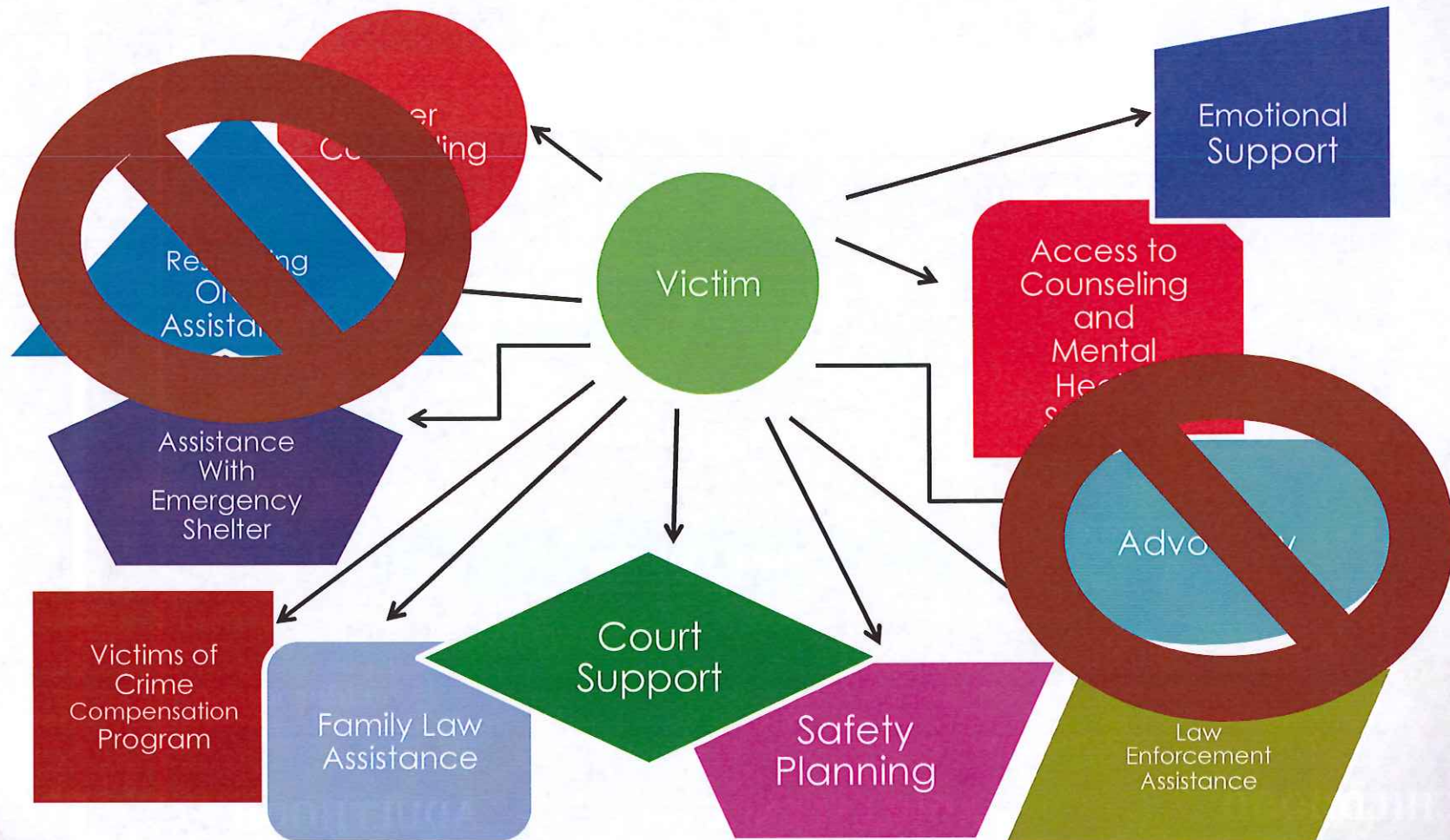
- Gain an understanding of the Family Justice Center Model
- Explore possibility of establishing a Family Justice Center in East County

# Different Forms of Violence





# Current Potential Victim Pathway



# What is a Family Justice Center?





# Leverages Existing Resources

- Co-locates existing personnel from partner agencies under one roof using existing resources from each partner
- Leverages existing resources rather than duplicating or replacing existing programs
- Majority of center staffing and services are covered through FJC Partners' existing budgets

# Promotes Integration and Collaboration

- Integrates systems and services across agencies



# Saves Lives and Money

- Communities with Family Justice Centers have experienced **reduction in domestic violence homicides**:
  - San Diego: 30 homicides in 1985; 7 in 2011
  - New York: 54% reduction in homicides since opening Family Justice Centers
- Reduction in domestic violence homicides and other related crimes **saves money**:
  - A 2010 study by Iowa State University found that
    - one murder costs the \$17.5 million,
    - one rape costs \$448,532, and
    - one aggravated assault costs \$145,379



# OVERVIEW – FJC EFFORTS IN CCC

**2001:** SB 968 declares Contra Costa County the first *Zero Tolerance for Domestic Violence* County in California; Partnership begins to plan for integration.

**2011:** First Family Justice Center in the County opened in Richmond (West Contra Costa FJC)

**2013-2014:**

- Central County FJC - Planning efforts began

**2015:**

- Board of Supervisors adopts as FJC as best practice and directs Zero Tolerance to establish a network
- Central County FJC to open pilot - Grand Opening March 19<sup>th</sup>
- West Contra Costa FJC will move to new permanent site in Richmond – Ribbon Cutting May 14<sup>th</sup>
- East County FJC – Discussions underway

**Ongoing:** Planning for a countywide Family Justice Center Alliance to be completed within 18 months



Join us as we celebrate the  
*Grand Opening*  
of the Central Family Justice Center

March 19, 2015

2151 Salvio Street, Concord

Ribbon-cutting at 12:00 pm followed by an Open House



**FAMILY JUSTICE CENTER**

SERVING • CONNECTING • EMPOWERING





# The FJC Model in East County

- A Family Justice Center is about much more than a building. Planning should focus on:
  - Keeping victims and their children at the center
  - Understanding the context in East County
  - Creating highly effective working relationships among professionals
  - Breaking down silos to create safer communities
  - East County effort as collaboration

# A Countywide Network

- Link Family Justice Centers together for Governance, fundraising and sustainability
- Benefits:
  - Efficient Use of Resources
  - Consistent Access to Quality Services
  - Streamlining of Policies

# Should a Family Justice Center in be established in East County?

*“Would the Family Justice Center  
approach be an effective way to  
improve outcomes for victims and  
their families in East County?”*

# Discussion & Next Steps

Contact: Devorah Levine  
Director, Zero Tolerance for Domestic Violence Initiative  
[dlevine@ehsd.cccounty.us](mailto:dlevine@ehsd.cccounty.us)  
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