



Council Chambers  
200 H Street  
Antioch, CA 94509

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

# ANNOTATED AGENDA

for

August 14, 2018

Antioch City Council  
Regular Meeting

Sean Wright, Mayor  
Lamar Thorpe, Mayor Pro Tem  
Monica E. Wilson, Council Member  
Tony Tiscareno, Council Member  
Lori Ogorchock, Council Member

Arne Simonsen, CMC, City Clerk  
Vacant, City Treasurer

Ron Bernal, City Manager  
Derek Cole, Interim City Attorney

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

**Electronic Agenda Packet viewing at:** <http://www.ci.antioch.ca.us/CityGov/agendas/FindAgenda.asp>  
**With Project Plans at:** <http://ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/docs/Project-Pipeline.pdf>  
**Hard Copy viewing at:** Antioch Public Library, 501 W 18th St, Antioch, CA  
**Online Viewing:** <http://www.ci.antioch.ca.us/CityGov/citycouncilmeetings.asp>

*Council meetings are televised live on Comcast Channel 24*

**Notice of Availability of Reports**

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

**Notice of Opportunity to Address Council**

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

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

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

**CLOSED SESSION:**

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay and Glenn Berkheimer; Employee organization: Treatment Plant Employees' Association (TPEA).  
*Direction given to Labor Negotiators*

**7:01 P.M.      ROLL CALL – REGULAR MEETING – for Council Members – *All Present***

**PLEDGE OF ALLEGIANCE**

**1.      PROCLAMATION**

STAFF REPORT

- East Contra Costa Emergency Preparedness & Safety Fair, August 25, 2018

*Approved, 5/0*

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

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- PLANNING COMMISSION

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

**CITY COUNCIL COMMITTEE REPORTS**

**MAYOR’S COMMENTS**

**PRESENTATIONS** – *Public Finance Management (PFM) Investment Report presented by Izac O. Chyou, Senior Managing Consultant*

– *City Branding update by Evviva Brands, LLC, presented by David Kippen*

STAFF REPORT

**2. CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MINUTES FOR JULY 24, 2018**

***Continued, 5/0***

Recommended Action: It is recommended that the City Council continue the Meeting Minutes to the next meeting.

STAFF REPORT

**B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JULY 31, 2018**

***Continued, 5/0***

Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes to the next meeting.

STAFF REPORT

**C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 3, 2018**

***Continued, 5/0***

Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes to the next meeting.

STAFF REPORT

**D. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 7, 2018**

***Continued, 5/0***

Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes to the next meeting.

STAFF REPORT

**E. APPROVAL OF COUNCIL WARRANTS**

***Approved, 5/0***

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

STAFF REPORT

**F. SECOND READING – BLACK DIAMOND RANCH UNIT 4 (*Introduced on 07/24/18*)**

***Ord No. 2149-C-S adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the Ordinance for an amendment to the Black Diamond Ranch Hillside Planned Development District (PD-16-01).

STAFF REPORT

**CONSENT CALENDAR – Continued**

**G. CITYWIDE DATA SWITCH UPGRADE PROJECT**

***Reso No. 2018/97 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a purchase agreement with Altura Communications Solutions, and issuance of a purchase order to upgrade data switches, in the amount not to exceed \$151,000.

STAFF REPORT

**H. RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT AND INFRASTRUCTURE IMPROVEMENT PLANS FOR STORM DRAIN IMPROVEMENTS FOR AVIANO UNIT 1 SUBDIVISION 9249 (PW 676-1)**

***Reso No. 2018/98 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution approving an Improvement Agreement and Infrastructure Improvement Plans for storm drain improvements for Aviano Unit 1 Subdivision 9249 (PW 676-1) and authorize the City Manager to execute the Improvement Agreement in substantially the same form recommended by staff.

STAFF REPORT

**I. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 9, 2018**

***Continued, 5/0***

Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes to the next meeting.

STAFF REPORT

**J. APPLICATION TO THE UNITED STATES BUREAU OF RECLAMATION TO OBTAIN A WATERSMART DESALINATION CONSTRUCTION PROJECT GRANT FOR THE BRACKISH WATER DESALINATION PROJECT (PW 694)**

***Reso No. 2018/99 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution and authorize the City Manager to submit a grant application, execute an agreement and certify funding to the United States Bureau of Reclamation for grant funding up to \$15,750,000 from the WaterSMART Desalination Construction Projects under the WIIN Act for the Brackish Water Desalination Project.

STAFF REPORT

**K. VARIOUS ASPHALT REPAIRS – SERVICE CUTS BID AWARD**

***Reso No. 2018/100 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution awarding the Various Asphalt Repairs – Service Cuts contract to G&S Paving Inc., in the amount of \$235,855.85 for the period of September 1, 2018 through March 1, 2019 and an additional \$100,000 for unscheduled repairs for a total budget not to exceed \$335,355.85.

STAFF REPORT



**COUNCIL REGULAR AGENDA**

- 3. LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS PACKET  
*Direction given to Voting Delegate Council Member Ogorchock, 5/0*  
Recommended Action: It is recommended that the City Council review and discuss the League of California Cities Annual Conference Resolutions Packet and provide direction to the voting delegate (Council Member Ogorchock).  
**STAFF REPORT**
  
- 4. RECRUITMENT FIRM FOR THE CITY ATTORNEY RECRUITMENT  
*Reso No. 2018/101 adopted, 5/0*  
Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Mayor to execute the Consulting Services Agreement with William Avery & Associates and authorize the appropriate budget adjustment.  
**STAFF REPORT**
  
- 5. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH INVITING APPLICANTS FOR APPOINTMENT TO THE UNEXPIRED TERM OF CITY TREASURER  
*Reso No. 2018/102 adopted, 5/0*  
Recommended Action: It is recommended that the City Council adopt a Resolution inviting Applicants for Appointment to the Unexpired Term of City Treasurer.  
**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 – 8:44 p.m.**



**EAST CONTRA COSTA  
EMERGENCY PREPAREDNESS & SAFETY FAIR**

*WHEREAS, disaster and emergency can strike quickly and without warning; and,*

*WHEREAS, local officials and relief workers may not be available to serve the needs of individuals for up to 72 hours after a disaster, and families need to be prepared with their own food, water, medical and 72-hour kits; and,*

*WHEREAS, families need to know how to remain safe in a disaster, as well as how to provide shelter-in-place; and,*

*WHEREAS, an Emergency Preparedness & Safety Fair will be held at the LDS Stake Center at 2350 Jeffery Way in Brentwood on Saturday, August 25<sup>th</sup> from 10:00 a.m. to 2:00 p.m. with informational booths about Food & Water Storage, 72-hour Emergency Kits, Emergency Communications, Emergency Power, Humanitarian Aid, Earthquake Safety and First Aid; and,*

*WHEREAS, community partners include the Police Department, Neighborhood Watch, PG&E, Red Cross, Rotary Club, Contra Costa Office of Emergency Services, East Contra Costa Fire Department, U.S. Coast Guard, California Highway Patrol, Contra Costa Medical Reserve Corps, Community Emergency Response Team (CERT) and AMR Ambulance.*

*NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, urge everyone to attend the Emergency Preparedness & Safety Fair on Saturday, August 25<sup>th</sup> from 10:00 a.m. to 2:00 p.m. to help their families be prepared for the next emergency.*

**AUGUST 14, 2018**

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**SEAN WRIGHT, Mayor**



# CITY OF ANTIOCH

## **Investment Performance Review For the Quarter Ended June 30, 2018**

Client Management Team

Sarah Meacham, Managing Director  
Izac Chyou, Senior Managing Consultant

601 South Figueroa, Suite 4500  
Los Angeles, CA 90017  
213-489-4075

PFM Asset Management LLC

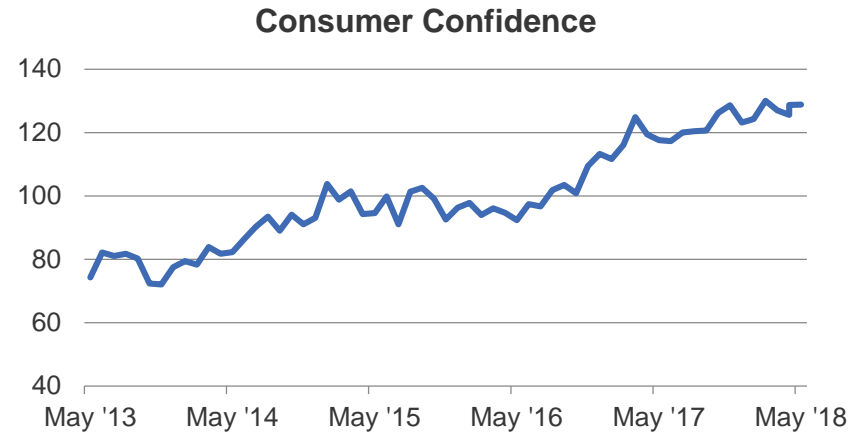
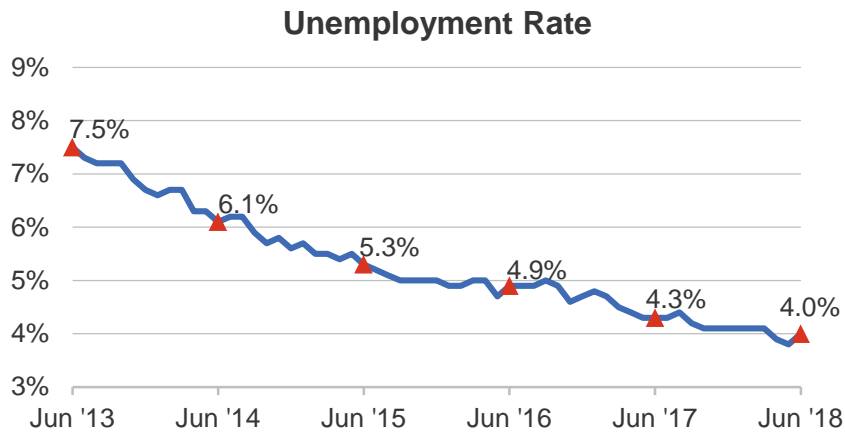
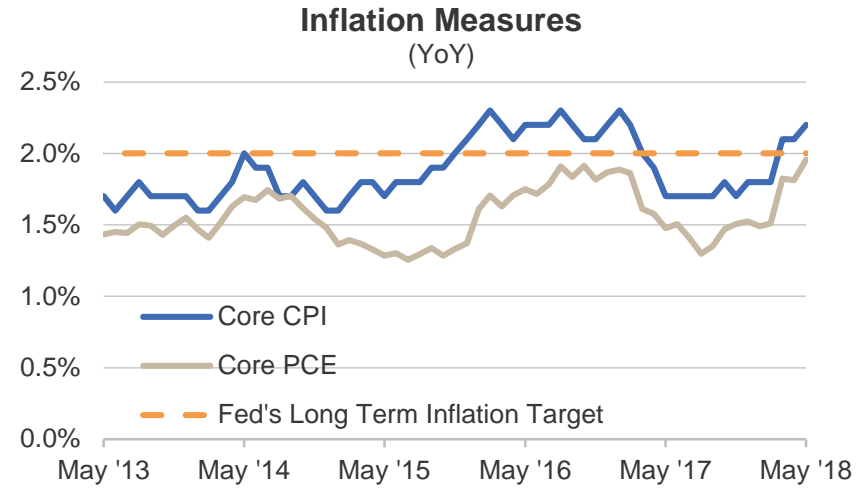
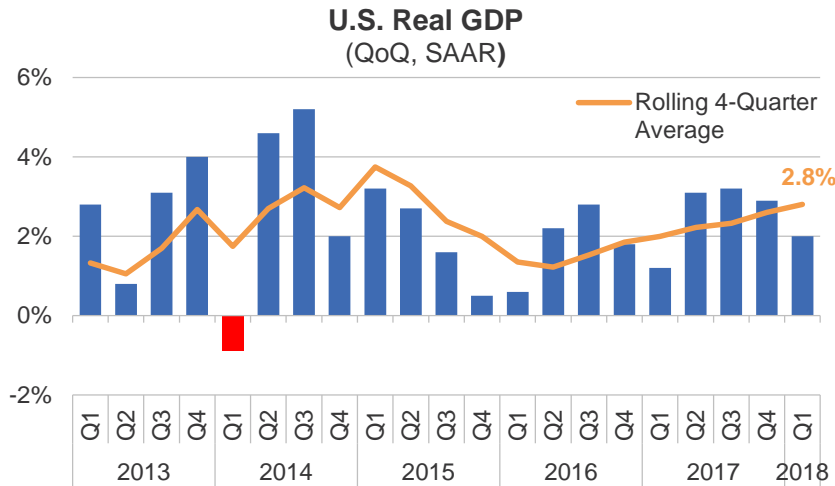
213 Market Street  
Harrisburg, PA 17101-2141  
717-232-2723

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# Market Update

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## Economic Summary

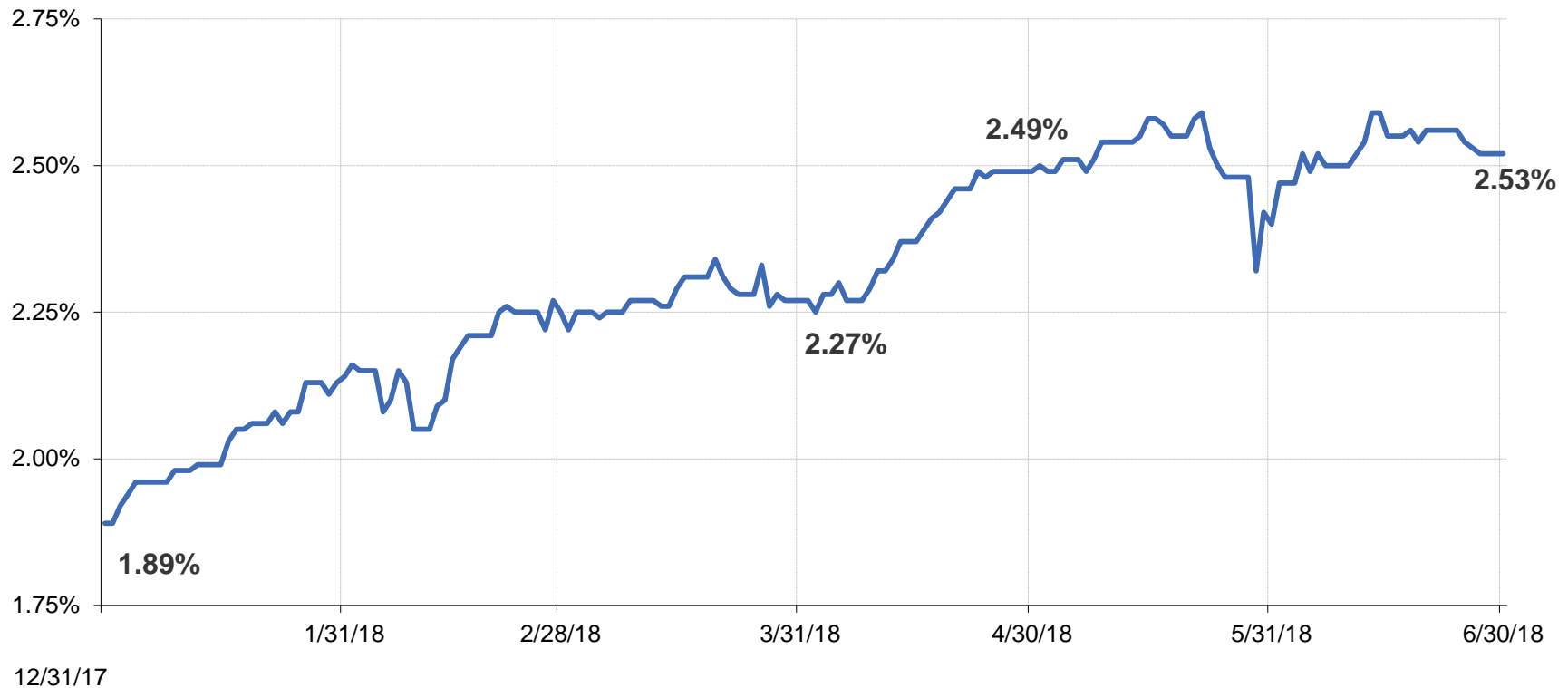


Source: Bloomberg, data available as of 6/30/2018. SAAR is seasonally adjusted annualized rate.

## Treasury Yields Continue to Rise

- The second quarter marked the ninth straight quarterly rise in the 2-year yield as the U.S. economy remained strong and the Federal Reserve continued on its path of quantitative tightening, raising the federal funds target rate by 25 basis points at its June meeting.
- The 2-year Treasury increased by 26 basis points to 2.53% in the second quarter. However, the majority of the yield increase came in April, as market uncertainty dampened the pace of yield increases during May and June

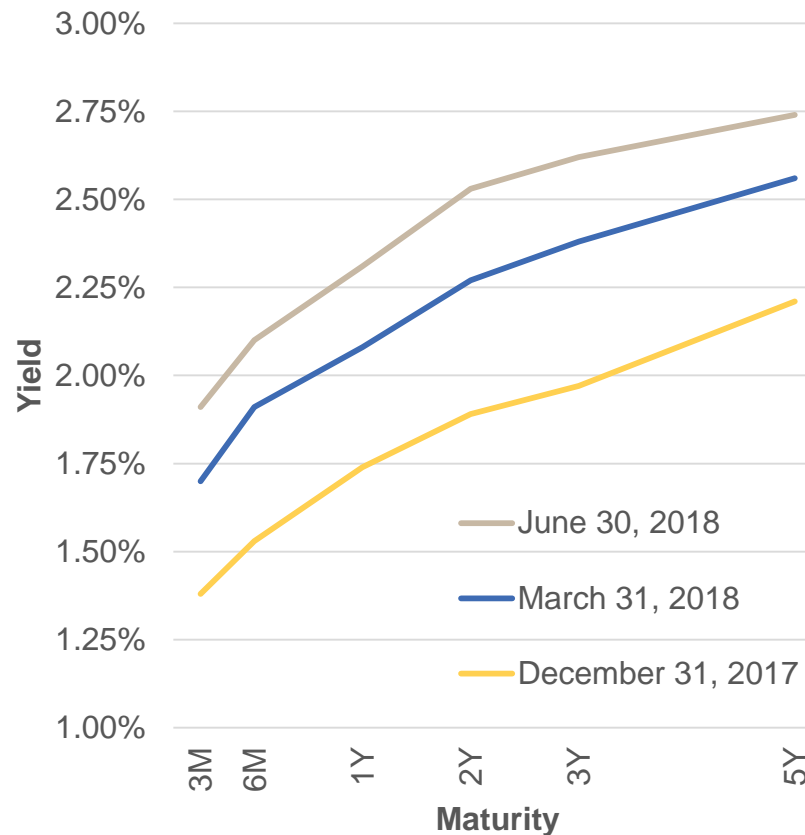
### 2-Year U.S. Treasury



Source: Bloomberg, as of 6/30/2018.

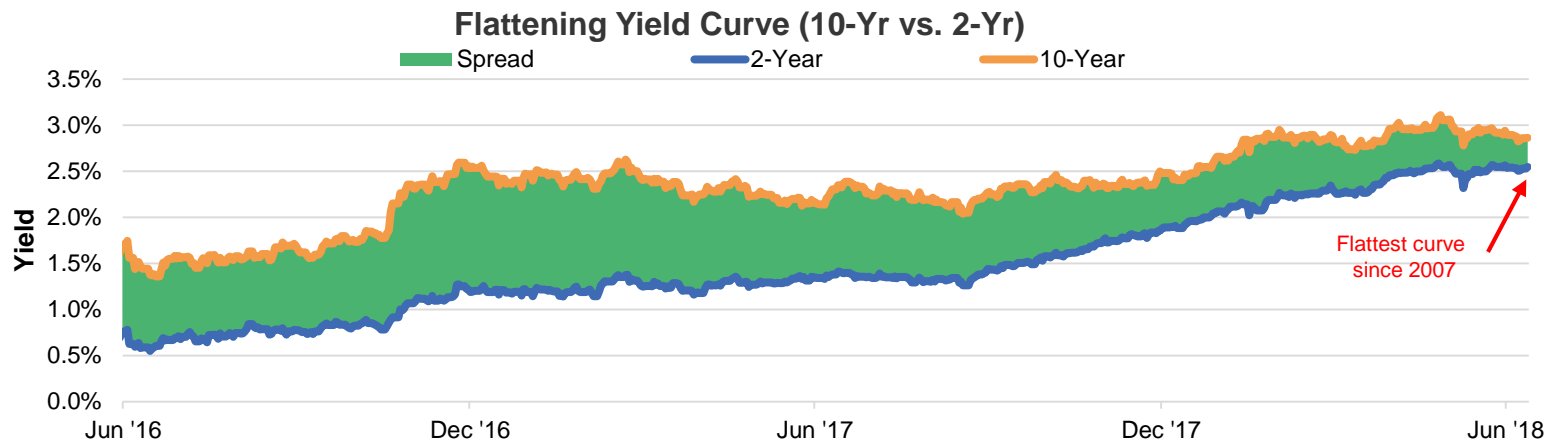
### U.S. Treasury Curve

	2Q2018 6/30/18	1Q2018 3/31/18	4Q2017 12/31/17
3 month	1.91%	1.70%	1.38%
6 month	2.10%	1.91%	1.53%
1 year	2.31%	2.08%	1.74%
2 year	2.53%	2.27%	1.89%
3 year	2.62%	2.38%	1.97%
5 year	2.74%	2.56%	2.21%



Source: Bloomberg, as of 6/30/2018.

### What We're Watching...



#### 2Q GDP Expectations

Source	Forecast
Goldman Sachs	3.7%
Barclays	3.5%
New York Fed	2.8%
Atlanta Fed	4.1%

#### Economic Indicators Are Strong

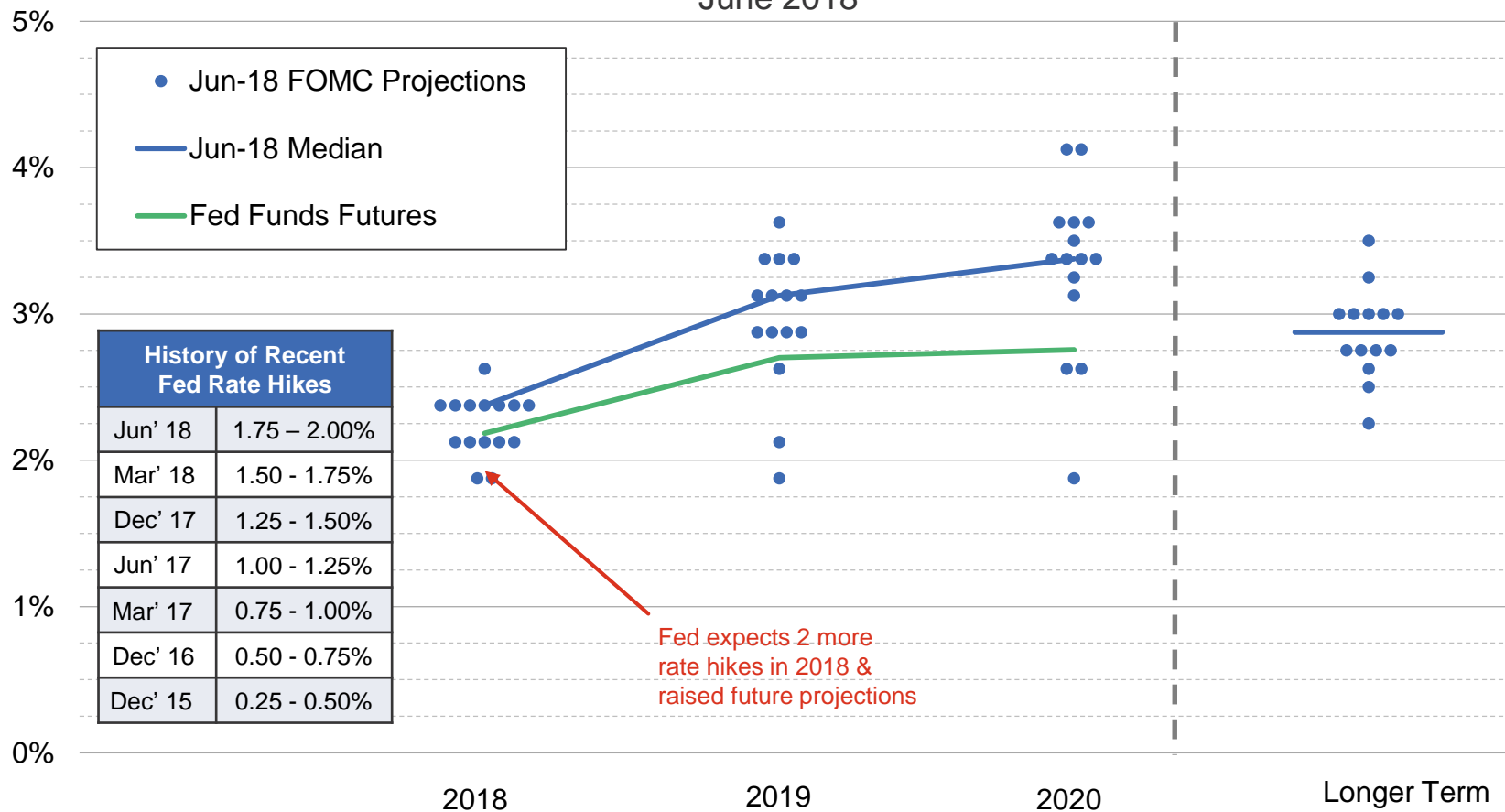
Metrics at or near Multi-Year Bests	
U.S. GDP	Unemployment Rate
Global Growth	Job Openings
Consumer Confidence	Corporate Profits
Home Prices	Inflation

Source: Bloomberg, ICE BofAML Indices, as of 6/30/2018.



## FOMC “Dot Plot” – A Second 2018 Rate Hike in June

### Fed Participants’ Assessments of ‘Appropriate’ Monetary Policy June 2018



Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members’ judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. Fed funds futures as of 6/13/2018.

## The Fed's Updated (June) Economic Projections Are Optimistic

Indicator	2018		2019		2020		Longer run	
	Mar.	Jun.	Mar.	Jun.	Mar.	Jun.	Mar.	Jun.
Real GDP (YoY)	2.7%	<b>2.8%</b>	2.4%	2.4%	2.0%	2.0%	1.8%	1.8%
Unemployment Rate	3.8%	<b>3.6%</b>	3.6%	<b>3.5%</b>	3.6%	<b>3.5%</b>	4.5%	4.5%
PCE Inflation (YoY)	1.9%	<b>2.1%</b>	2.0%	<b>2.1%</b>	2.1%	2.1%	2.0%	2.0%
Core PCE (YoY)	1.9%	<b>2.0%</b>	2.1%	2.1%	2.1%	2.1%	-	-
Federal Funds Rate (Median)	2.1%	<b>2.4%</b>	2.9%	<b>3.1%</b>	3.4%	3.4%	2.9%	2.9%

Source: Federal Reserve, as of June 2018. Green denotes an improved projection in June compared to March.

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# Portfolio Review

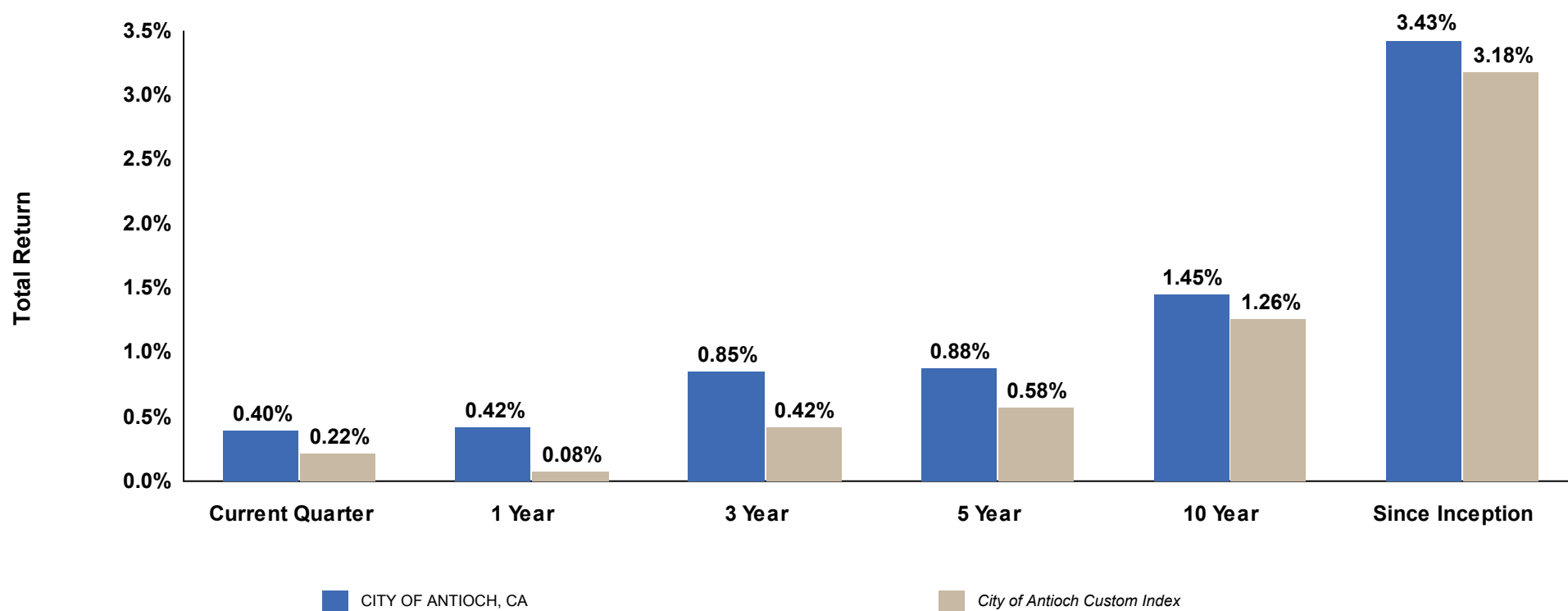
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## Portfolio Recap

- ◆ We continued to strategically position the portfolio with a modestly defensive duration bias relative to the benchmark. However, there were also opportunities to selectively capture higher yields in given the current environment.
- ◆ Most investment-grade sectors contributed positive excess returns (returns in excess of similar-duration Treasuries) to fixed income portfolios for the quarter:
  - Federal agency yield spreads remained very narrow throughout the quarter. Limited incremental yield, in combination with light issuance and diminishing supply, influenced our continued preference to reduce the portfolio's allocation to agencies
  - The portfolio's holding of supranational bonds benefited from modest spread tightening as new supply fell significantly in the second quarter.
  - Corporate bond allocations contributed to incremental performance for the quarter. Our fundamental outlook remained favorable as corporate profits surged in the first half of the year, in part due to the 2017 tax cuts. However, we are being more selective given balance sheet weakening in certain industries.
  - Asset-backed securities (ABS) generated attractive excess returns for the quarter, while simultaneously providing a level of downside protection given the sector's high-quality, strong structural protections and AAA ratings.
  - Short-term, high-quality commercial paper and negotiable certificates of deposit continued to offer considerable value relative to not only similar-maturity government securities but also somewhat longer Treasury maturities. The combination of incremental income and the interest rate risk protection offered by these sectors' shorter durations continue to benefit the portfolio.
  - The mortgage-backed security (MBS) sector rebounded in the second quarter, following significant underperformance in the first quarter. Although we are cognizant of looming headwinds facing the MBS sector, we carefully sought opportunities to add attractive issues to the portfolio at increased yield spreads. Preferred structures included those with limited interest rate risk.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				Since Inception (06/30/95) **
			1 Year	3 Year	5 Year	10 Year	
CITY OF ANTIOCH, CA	1.70	0.40%	0.42%	0.85%	0.88%	1.45%	3.43%
City of Antioch Custom Index*	1.80	0.22%	0.08%	0.42%	0.58%	1.26%	3.18%
Difference		0.18%	0.34%	0.43%	0.30%	0.19%	0.25%



Portfolio performance is gross of fees unless otherwise indicated.

\*The City's current benchmark is the ICE BofA ML 1-3 U.S. Treasury since 2/28/11 to present. Prior to this change, the benchmark was the Merrill Lynch (ML) 1-year Treasury Bill from inception to 06/30/2002 when it changed to the ML 1-3-year U.S. Treasury, the benchmark again changed on 9/30/2010 to the ML 1-year U.S. Treasury, and on 2/28/2011 the benchmark was changed to its current benchmark

\*\*Since Inception performance is not shown for periods less than one year.

**Portfolio Earnings***Quarter-Ended June 30, 2018*

	<b>Market Value Basis</b>	<b>Accrual (Amortized Cost) Basis</b>
<b>Beginning Value (03/31/2018)</b>	\$73,011,447.89	\$73,928,896.64
<b>Net Purchases/Sales</b>	\$68,469.31	\$68,469.31
<b>Change in Value</b>	(\$41,447.30)	(\$77,508.03)
<b>Ending Value (06/30/2018)</b>	\$73,038,469.90	\$73,919,857.92
<b>Interest Earned</b>	\$332,244.28	\$332,244.28
<b>Portfolio Earnings</b>	\$290,796.98	\$254,736.25

## Compliance

- The portfolio is in compliance with the City of Antioch's Investment Policy and California Government Code.

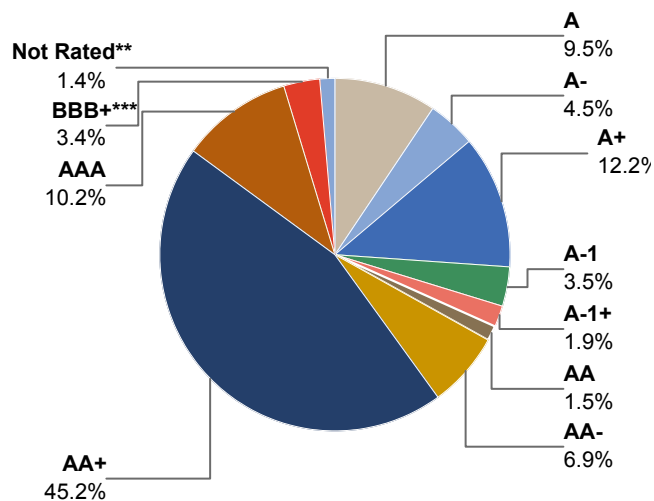
<u>Security Type</u>	<u>Market Value</u>	<u>% of Portfolio</u>	<u>% Change vs. 3/31/18</u>	<u>Permitted by Policy</u>	<u>In Compliance</u>
U.S. Treasury	\$21,919,254	27.6%	+1.3%	100%	✓
Federal Agency	\$9,114,060	11.5%	-1.1%	100%	✓
Federal Agency CMOs	\$899,239	1.1%	+0.5%	20%	✓
California Municipal Obligations	\$1,621,850	2.0%	+1.1%	100%	✓
Supranationals	\$4,399,519	5.5%	-0.2%	30%	✓
Negotiable CDs	\$13,639,067	17.2%	-0.8%	30%	✓
Corporate Notes	\$18,389,735	23.2%	-0.5%	30%	✓
Asset-Backed Securities	\$3,055,746	3.8%	-0.2%	20%	✓
<b>Securities Sub-Total</b>	<b>\$73,038,470</b>	<b>92.0%</b>			
Accrued Interest	\$319,031				
<b>Securities Total</b>	<b>\$73,357,501</b>				
LAIF	\$6,353,114	8.0%	-	\$65 million	✓
<b>Total Investments</b>	<b>\$79,710,616</b>	<b>100.0%</b>			

**Portfolio Statistics**

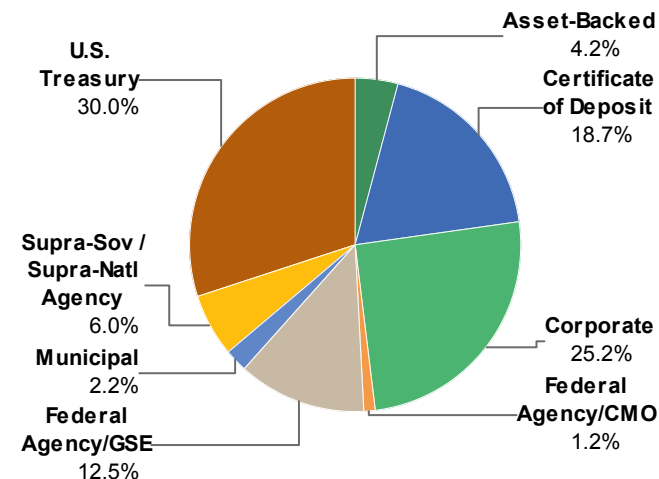
As of June 30, 2018

Par Value:	\$74,025,692
Total Market Value:	\$73,357,501
Security Market Value:	\$73,038,470
Accrued Interest:	\$319,031
Cash:	-
Amortized Cost:	\$73,919,858
Yield at Market:	2.64%
Yield at Cost:	1.93%
Effective Duration:	1.70 Years
Duration to Worst:	1.76 Years
Average Maturity:	1.89 Years
Average Credit: *	AA

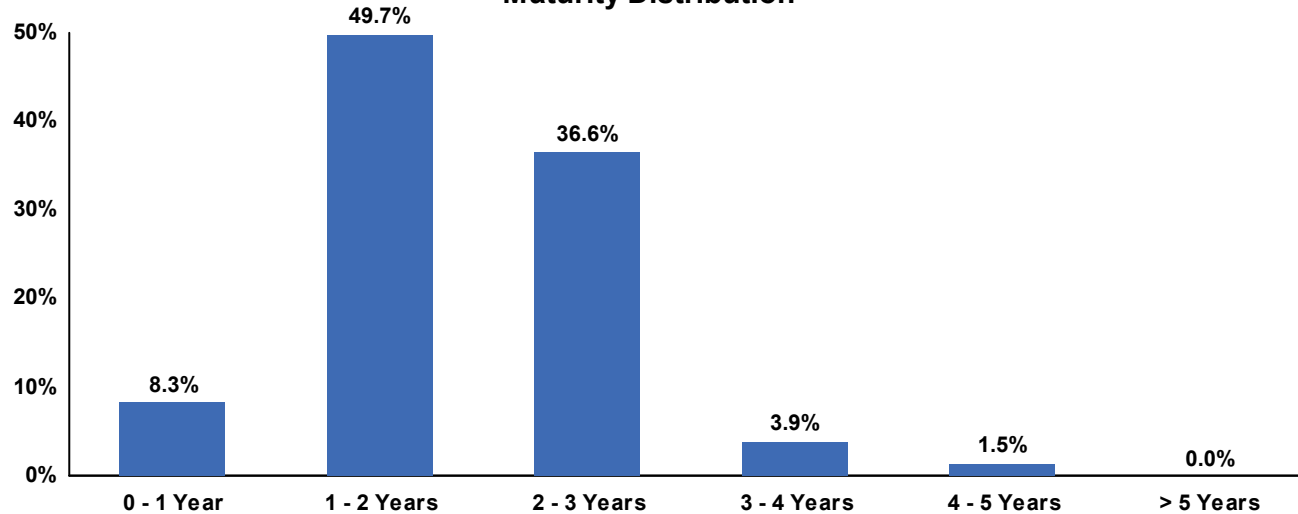
**Credit Quality (S&P Ratings)**



**Sector Allocation**



**Maturity Distribution**



\*An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

\*\*The "Not rated" category comprises of asset-backed securities rated Aaa by Moody's

\*\*\*The "BBB+" category comprises securities rated A or better by Moody's and/or Fitch



## Issuer Distribution

As of June 30, 2018

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	21,919,254	30.0%
FANNIE MAE	8,241,733	11.3%
INTL BANK OF RECONSTRUCTION AND DEV	2,129,550	2.9%
FREDDIE MAC	1,771,565	2.4%
INTER-AMERICAN DEVELOPMENT BANK	1,551,259	2.1%
SKANDINAVISKA ENSKILDA BANKEN AB	1,462,275	2.0%
CITIGROUP INC	1,436,025	2.0%
SUMITOMO MITSUI FINANCIAL GROUP INC	1,418,941	1.9%
SVENSKA HANDELSBANKEN AB	1,393,920	1.9%
AMERICAN EXPRESS CO	1,365,120	1.9%
WESTPAC BANKING CORP	1,304,031	1.8%
TOYOTA MOTOR CORP	1,153,679	1.6%
BANK OF MONTREAL	1,122,904	1.5%
BANK OF AMERICA CO	1,078,027	1.5%
DEERE & COMPANY	957,907	1.3%
ROYAL BANK OF CANADA	956,686	1.3%
WAL-MART STORES INC	854,145	1.2%
THE WALT DISNEY CORPORATION	846,487	1.2%

Top 5 = 48.8%

Top 10 = 58.4%

Issuer	Market Value (\$)	% of Portfolio
CALIFORNIA ST	842,989	1.2%
MICROSOFT CORP	817,997	1.1%
STATE OF CONNECTICUT	778,862	1.1%
BANK OF NOVA SCOTIA	754,162	1.0%
UBS AG	752,466	1.0%
CREDIT AGRICOLE SA	750,829	1.0%
CANADIAN IMPERIAL BANK OF COMMERCE	749,999	1.0%
CREDIT SUISSE GROUP	749,972	1.0%
NORDEA BANK AB	746,044	1.0%
UNILEVER PLC	742,503	1.0%
MITSUBISHI UFJ FINANCIAL GROUP INC	742,501	1.0%
IBM CORP	740,919	1.0%
AMERICAN HONDA FINANCE	739,259	1.0%
SWEDBANK AB	734,339	1.0%
WELLS FARGO & COMPANY	720,912	1.0%
GOLDMAN SACHS GROUP INC	719,985	1.0%
INTERNATIONAL FINANCE CORPORATION	718,710	1.0%
BB&T CORPORATION	717,917	1.0%
JP MORGAN CHASE & CO	715,674	1.0%
APPLE INC	714,743	1.0%
MORGAN STANLEY	714,118	1.0%

Issuer	Market Value (\$)	% of Portfolio
THE BANK OF NEW YORK MELLON CORPORATION	689,858	0.9%
CATERPILLAR INC	530,726	0.7%
INTEL CORPORATION	467,570	0.6%
GENERAL DYNAMICS CORP	434,527	0.6%
PACCAR FINANCIAL CORP	433,108	0.6%
UNITED PARCEL SERVICE INC	429,197	0.6%
EXXON MOBIL CORP	369,729	0.5%
CHARLES SCHWAB	351,399	0.5%
HOME DEPOT INC	338,794	0.5%
ALLY AUTO RECEIVABLES TRUST	302,370	0.4%
NATIONAL RURAL UTILITIES CO FINANCE CORP	297,768	0.4%
HERSHEY COMPANY	280,314	0.4%
HSBC HOLDINGS PLC	242,139	0.3%
HYUNDAI AUTO RECEIVABLES	233,356	0.3%
PFIZER INC	222,741	0.3%
HONEYWELL INTERNATIONAL	197,509	0.3%
VISA INC	196,752	0.3%
PEPSICO INC	157,346	0.2%
JOHNSON & JOHNSON	152,452	0.2%
FORD CREDIT AUTO OWNER TRUST	82,408	0.1%
<b>Grand Total:</b>	<b>73,038,470</b>	<b>100.0%</b>

## Investment Outlook and Strategy

- ◆ The Fed appears poised to raise rates further. Therefore, we plan to maintain a defensive duration posture to mitigate a portion of interest rate risk relative to the benchmark.
- ◆ Our outlook for each of the major investment-grade fixed income sectors is as follows:
  - Federal agency securities remain expensive as most maturities offer less than five basis points (0.05%) of incremental yield relative to U.S. Treasuries. We will continue to reduce exposure to and seek better value in Treasuries or other sectors
  - Given an expected light supply of supranationals over the coming months, additional purchases may be limited.
  - While fundamentals remain generally healthy and incremental income is still modestly attractive, potential headwinds in the corporate sector are beginning to temper our overall constructive guidance. As a result, our view on the sector has shifted to a more market-neutral and selectively opportunistic stance. In addition, we have a preference for financials and selective industrial issuers with stronger balance sheets, which we think can better navigate the current phase of the credit cycle.
  - In conjunction with our somewhat more defensive posture, negotiable certificates of deposit (CD) and asset-backed securities (ABS) offer attractive incremental income compared to government security alternatives.
  - As the Fed balance sheet is set to reduce its mortgage-backed securities (MBS) exposure more significantly over the next six months, the sector may experience spread pressures through the second half of the year. As a result, we will maintain allocations to the sector, with new purchases focused on specific structures that limit interest rate sensitivity and provide more stable cash flows.
  - Short-term money market investors continue to reap the rewards of current monetary policy tightening and higher overnight target rates. Further, the yield curve for high-quality commercial paper and negotiable certificates of deposit (CP/CD) is quite steep and attractive, offering opportunities to extend maturities and add to allocations in this space.

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**IMPORTANT DISCLOSURES**

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

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**GLOSSARY**

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.

**GLOSSARY**

- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*

**SUBJECT:** City Council Meeting Minutes of July 24, 2018

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of July 24, 2018 to the next meeting.

### **STRATEGIC PURPOSE**

N/A

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*

**SUBJECT:** City Council Special Meeting Minutes of July 31, 2018

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting Minutes of July 31, 2018 to the next meeting.

### **STRATEGIC PURPOSE**

N/A

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*

**SUBJECT:** City Council Special Meeting Minutes of August 3, 2018

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting Minutes of August 3, 2018 to the next meeting.

### **STRATEGIC PURPOSE**

N/A

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*

**SUBJECT:** City Council Special Meeting Minutes of August 7, 2018

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting Minutes of August 7, 2018 to the next meeting.

### **STRATEGIC PURPOSE**

N/A

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.

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**100 General Fund**

**Non Departmental**

375878 BLUE STAR HEATING AND AIR	CBSC FEE REFUND	1.83
375881 CIMARRA FAMILY CARE HOMES, LLC	SB1186 FEE REFUND	8.00
375963 WONG, KENNETH	SB1186 FEE REFUND	4.00
375985 BAHENA, ALFONSO	DEPOSIT REFUND	1,390.00
376015 CONTRA COSTA COUNTY	RECORDING FEES	428.00
376048 GENERAL REALTY LLC	DEPOSIT REFUND	1,766.00
376055 HAWKINS COMPANIES LLC	DEPOSIT REFUND	10,000.00
376064 INTERSTATE TRANSPORT AND BROAD	DEPOSIT REFUND	6,000.00
376078 MATA, VICTOR AND ANA	DEPOSIT REFUND	865.50
376081 MERITAGE HOMES OF NO CA	OVERPAYMENT REFUND	517.59
376101 RANEY PLANNING & MANAGEMENT	CONSULTING SERVICES	33,596.55
376166 CAHAYAG, JAMES	CBSC FEE REFUND	1.50
376193 DELTA DENTAL	PAYROLL DEDUCTIONS	302.95
376242 MISSION PEAK HOMES	DEPOSIT REFUND	31,776.64
932098 MICHAEL BAKER INTERNATIONAL INC	CONSULTING SERVICES	1,215.00
932106 ZUMWALT ENGINEERING GROUP INC	PROFESSIONAL SERVICES	12,078.00

**City Council**

376026 CONTRA COSTA TELEVISION	BROADCAST SERVICES	408.94
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**City Attorney**

375911 GOLDFARB AND LIPMAN LLP	LEGAL SERVICES RENDERED	4,113.40
375957 TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	299.00
376029 COTA COLE ATTORNEYS LLP	LEGAL SERVICES RENDERED	20,503.36
376082 MICHAEL G HERWOOD	LEGAL APPRAISAL FEES	3,500.00
376123 TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	230.00
376124 TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	184.00
376144 ZANDONELLA REPORTING SERVICE	LEGAL SERVICES RENDERED	544.50
376270 SHRED IT INC	SHRED SERVICES	63.72
376289 WESTAMERICA BANK	COPIER LEASE	90.26

**City Manager**

375877 BEST BEST AND KRIEGER LLP	CONSULTING SERVICES	5,900.27
375933 OFFICE MAX INC	OFFICE SUPPLIES	81.86
375970 CALIF, STATE OF	Q2 USE TAX	0.78
376131 VERIZON WIRELESS	WIRELESS SERVICES	38.01
376256 PARCEL QUEST	ANNUAL LICENSES	275.00
376289 WESTAMERICA BANK	COPIER LEASE	90.26

CITY OF ANTIOCH  
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**City Clerk**

376042 EIDEN, KITTY J	PROFESSIONAL SERVICES	1,208.00
376088 NEXTREQUEST CO	ANNUAL SUBSCRIPTION	11,500.00
376089 OFFICE MAX INC	OFFICE SUPPLIES	213.64
376157 BAY AREA NEWS GROUP	LEGAL AD	220.50
376289 WESTAMERICA BANK	COPIER LEASE	270.80

**City Treasurer**

376258 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,566.66
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**Human Resources**

375854 AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING	5,680.11
375893 CREATIVE SUPPORTS INC	OFFICE SUPPLIES	96.49
375913 GOVERNMENTJOBS.COM INC	PROFESSIONAL SERVICES	7,260.75
375970 CALIF, STATE OF	Q2 USE TAX	50.73
376156 BARTHOLOMEW, TYLER DANIEL	EDUCATION REIMBURSEMENT	215.50
376158 EMPLOYEE	RETIREMENT AWARD CHECK	350.00
376200 EIDEN, KITTY J	PROFESSIONAL SERVICES	382.50
376217 IEDA INC	PROFESSIONAL SERVICES	4,557.69
376221 JACKSON LEWIS LLP	CONTRACTS PROFESSIONAL	70.00
376270 SHRED IT INC	CONTRACTS PROFESSIONAL	63.71
376289 WESTAMERICA BANK	COPIER LEASE	270.80

**Economic Development**

375862 ANTIOCH CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP	1,525.00
375880 CALED	CONFERENCE DUES	856.81
375898 DUALHARE INC	COMMUNICATION SERVICES	5,700.00
375899 EAST BAY EDA	ANNUAL MEMBERSHIP	9,005.00
376246 MUNICIPAL RESOURCE GROUP LLC	PROFESSIONAL SERVICES	8,954.00
376289 WESTAMERICA BANK	COPIER LEASE	90.28
932080 EVVIVA BRANDS LLC	CONSULTING SERVICES	7,250.00
932084 MUNISERVICES LLC	CONSULTING SERVICES	12,900.00

**Finance Administration**

376289 WESTAMERICA BANK	COPIER LEASE	342.57
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**Finance Accounting**

376270 SHRED IT INC	SHRED SERVICES	63.71
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**Finance Operations**

375882 CMRTA	ANNUAL DUES	325.00
375890 CONTRA COSTA COUNTY CLERK	RECORDING FEES	475.00

CITY OF ANTIOCH  
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375970 CALIF, STATE OF	Q2 USE TAX	17.41
376129 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	33.00
376282 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	19.50

**Non Departmental**

375863 ANTIOCH CHICHIBU SISTER CITY	SISTER CITY EVENT	1,499.45
375865 ANTIOCH VETERINARY HOSPITAL	BL TAX FEE REFUND	764.79
375866 ASSOCIATION OF BAY AREA GOVERN	ANNUAL MEMBERSHIP	23,503.00
375881 CIMARRA FAMILY CARE HOMES, LLC	APPLICATION FEE REFUND	1,140.00
375883 COLE SUPPLY CO INC	APPLICATION FEE REFUND	573.60
375908 FRECHMAN, BRIAN AND TINA	BL TAX REFUND FEE REFUND	250.00
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	1,034,639.00
375963 WONG, KENNETH	BL TAX FEE REFUND	250.00
376034 DELTA DIABLO	GOLF COURSE WATER	18,877.22
376085 MUNICIPAL POOLING AUTHORITY	LEGAL SERVICES RENDERED	15,385.86
932100 MUNISERVICES LLC	DISCOVERY SERVICES	2,670.20
932174 RETIREE	MEDICAL AFTER RETIREMENT	1,745.44

**Public Works Maintenance Administration**

376131 VERIZON WIRELESS	CELL PHONE	38.01
376289 WESTAMERICA BANK	COPIER LEASE	299.06

**Public Works Street Maintenance**

375872 BANK OF AMERICA	TRAINING	160.00
375954 SUBURBAN PROPANE	PROPANE	241.66
375970 CALIF, STATE OF	Q2 USE TAX	28.03
376094 PERRY, DENNIS J	SAFETY SHOE REIMBURSEMENT	300.00
376131 VERIZON WIRELESS	CELL PHONE	38.01
376147 BECHTHOLDT, MICHAEL J	SAFETY SHOE REIMBURSEMENT	300.00
376237 LOWES COMPANIES INC	SUPPLIES	20.64
376249 NEXTEL SPRINT	CELL PHONE	57.37
932094 GRAINGER INC	SUPPLIES	86.83

**Public Works-Signal/Street Lights**

375867 AT AND T MCI	PHONE	750.78
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,494.95
375970 CALIF, STATE OF	Q2 USE TAX	35.63
376092 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	429.36
376119 STATE OF CALIFORNIA	TRAFFIC SIGNAL MAINTENANCE	3,546.03
376138 WESCO RECEIVABLES CORP	SUPPLIES	241.02
376182 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	47,024.71
932082 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,297.91
932096 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	303.90

Prepared by: Lauren Posada  
 Finance Accounting

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932180 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,365.48
<b>Public Works-Striping/Signing</b>		
375933 OFFICE MAX INC	OFFICE SUPPLIES	51.82
375970 CALIF, STATE OF	Q2 USE TAX	22.74
376063 INTERSTATE SALES	EQUIPMENT	8,537.74
376131 VERIZON WIRELESS	CELL PHONE	38.01
376145 ZAP MANUFACTURING INC	SIGNS	2,026.29
376237 LOWES COMPANIES INC	SUPPLIES	159.24
376249 NEXTEL SPRINT	CELL PHONE	694.86
<b>Public Works-Facilities Maintenance</b>		
375867 AT AND T MCI	PHONE	59.15
375872 BANK OF AMERICA	MEDICAL EXAM	75.00
375910 GENERAL PLUMBING SUPPLY CO	PARTS	58.46
375917 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	687.25
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	3,665.00
375931 OAKLEYS PEST CONTROL	PEST CONTROL	180.00
375937 PACIFIC GAS AND ELECTRIC CO	GAS	13,850.53
375970 CALIF, STATE OF	Q2 USE TAX	163.57
375988 BAY CITIES PYROTECTOR	SYSTEM REPAIRS	2,203.67
376057 HOME DEPOT, THE	SUPPLIES	451.70
376092 PACIFIC GAS AND ELECTRIC CO	GAS	26.39
376131 VERIZON WIRELESS	CELL PHONE	38.01
376151 ACE HARDWARE, ANTIOCH	SUPPLIES	15.81
376213 HOME DEPOT, THE	SUPPLIES	59.61
376237 LOWES COMPANIES INC	SUPPLIES	403.94
376249 NEXTEL SPRINT	CELL PHONE	57.37
932083 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,611.85
<b>Public Works-Parks Maint</b>		
375855 AMERICAN PLUMBING INC	PLUMBING SERVICES	380.10
375867 AT AND T MCI	PHONE	101.35
375896 DELTA FENCE CO	REPAIR SERVICES	590.00
375925 MIRACLE PLAY SYSTEMS INC	EQUIPMENT	1,467.78
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	848.75
375964 WOODIWISS PAINTING	PROFESSIONAL SERVICES	3,680.00
375970 CALIF, STATE OF	Q2 USE TAX	311.63
376007 COMBINATION LOCK AND SAFE	REPAIR SERVICES	355.80
376092 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	137.40
376121 STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	3,400.00
376177 COMBINATION LOCK AND SAFE	REPAIR SERVICES	364.59
376192 DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	59,656.58

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 Finance Accounting

CITY OF ANTIOCH  
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376195 DELTA FENCE CO	REPAIR SERVICES	3,620.00
376237 LOWES COMPANIES INC	SUPPLIES	789.31
932086 JOHN DEERE LANDSCAPES PACHECO	REPAIR SERVICES	265.00
932096 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,289.64
932104 JOHN DEERE LANDSCAPES PACHECO	IRRIGATION CONTROLLER PARTS	8,874.00

**Public Works-Median/General Land**

375852 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	8,562.16
375859 ACE HARDWARE, ANTIOCH	PARTS	70.95
375867 AT AND T MCI	PHONE	214.15
375918 HORIZON	IRRIGATION PARTS	108.04
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,771.05
375970 CALIF, STATE OF	Q2 USE TAX	3.93
375980 APEX GRADING	LANDSCAPE SERVICES	1,000.00
376092 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	62.78
376113 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,368.00
376150 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	4,579.76
376271 SILVA LANDSCAPE	LANDSCAPE SERVICES	51,577.36
932086 JOHN DEERE LANDSCAPES PACHECO	IRRIGATION CONTROLLER PARTS	1,770.92

**Public Works-Work Alternative**

376249 NEXTEL SPRINT	CELL PHONE	50.40
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**Police Administration**

375933 OFFICE MAX INC	OFFICE SUPPLIES	219.42
375943 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
375944 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
375970 CALIF, STATE OF	Q2 USE TAX	16.84
375974 ADAMS, MELISSA ANNE	TRAINING PER DIEM	64.00
375975 ADAMSON POLICE PRODUCTS	UNIFORMS	1,315.59
375986 BANK OF AMERICA	ADVERTISING	354.32
375987 BANK OF AMERICA	RECRUITING SUPPLIES	2,738.27
375990 BITTNER, DESMOND D	TRAINING PER DIEM	64.00
375994 BROGDON, CASEY AMON	LODGING EXP REIMBURSEMENT	695.55
375995 CALIFORNIA ASSOC OF TACTICAL	TRAINING - J. COLLEY	800.00
375996 CALIFORNIA ASSOC OF TACTICAL	TRAINING - T. SMITH	800.00
375997 CALIFORNIA POLICE CHIEFS ASSOC	TRAINING - B. BLANCO	250.00
375998 CALIFORNIA POLICE CHIEFS ASSOC	TRAINING - B. CRITES	250.00
376011 CONCORD UNIFORMS LLC	UNIFORMS	1,430.76
376013 CONTRA COSTA COUNTY	RANGE FEES	195.00
376030 CRIME SCENE CLEANERS INC	CRIME SCENE CLEAN	500.00
376031 CRYSTAL CLEAR LOGOS INC	UNIFORMS	193.44



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376032	CSI FORENSIC SUPPLY	SUPPLIES	462.82
376041	EIDEN, KITTY J	MINUTES CLERK	126.00
376047	GALLS INC	SUPPLIES	294.74
376050	GREEN, ROBERT A	TRAINING PER DIEM	64.00
376052	HAMPTON INN	LODGING - T. SMITH	537.50
376054	HARGER, MATTHEW J	TRAINING PER DIEM	64.00
376056	HOLIDAY INN	LODGING - M. SUMMERS	830.65
376067	JOHNSON, VIRGINIA L	MILEAGE REIMBURSEMENT	50.69
376068	JOHNSON, VIRGINIA L	TRAINING PER DIEM	64.00
376073	LC ACTION POLICE SUPPLY	BALLISTIC HELMETS	15,081.89
376086	MUSCLE MECHANICS	TRAINING	1,000.00
376087	NET TRANSCRIPTS	TRANSCRIPTION SERVICE	1,046.14
376089	OFFICE MAX INC	OFFICE SUPPLIES	2,458.73
376095	PITNEY BOWES INC	POSTAGE	316.37
376096	PORAC	RESERVE OFC	10.00
376097	PRINT CLUB	SIGNS	363.66
376098	PUBLIC ENGINES INC	PROFESSIONAL SERVICES	6,576.00
376107	SAFESTORE INC	EVIDENCE STORAGE	2,057.05
376114	SIMPSON INVESTIGATIVE SERVICES	PRE-EMPLOYMENT BACKGROUND	7,598.77
376115	SMITH JR, RICHARD A	TRAINING PER DIEM	64.00
376120	STATE OF CALIFORNIA	DOJ FEES	612.00
376154	BANK OF AMERICA	LODGING	880.95
376164	BROGDON, CASEY AMON	EXPENSE REIMBURSEMENT	61.38
376169	CAMPBELL HART, JANINE L	EXPENSE REIMBURSEMENT	275.00
376180	CONCORD UNIFORMS LLC	UNIFORMS	425.32
376190	CSI FORENSIC SUPPLY	SUPPLIES	184.06
376204	GALLS INC	SUPPLIES	706.74
376211	HENRY SCHEIN INC	EQUIPMENT	9,123.15
376223	JOHNSON, VIRGINIA L	AIRFARE REIMBURSEMENT	267.96
376224	JOHNSON, VIRGINIA L	TRAINING PER DIEM	320.00
376239	MARRIOTT HOTEL	LODGING - V. JOHNSON	1,065.70
376248	NET TRANSCRIPTS	TRANSCRIPTION SERVICE	2,457.95
376256	PARCEL QUEST	ANNUAL LICENSES	275.00
376260	PSYCHOLOGICAL SERVICES GROUP	PROFESSIONAL SERVICES	11,100.00
376272	SMITH, THOMAS S	TRAINING PER DIEM	493.07
376280	SUMMERS, MATHEW V	TRAINING PER DIEM	320.00
376282	UNITED PARCEL SERVICE	SHIPPING	113.45
932094	GRAINGER INC	SUPPLIES	42.55
932099	MOBILE MINI LLC	EVIDENCE STORAGE	112.87

**Police Community Policing**

375932	OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT MEDICAL EXAM	1,167.00
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375970 CALIF, STATE OF	Q2 USE TAX	112.50
376002 CLEMENTI, MARK A	PRE-EMPLOYMENT EXAM	1,370.00
376005 COLE, SHANE RYAN	MILEAGE REIMBURSEMENT	132.98
376006 COLE, SHANE RYAN	MILEAGE REIMBURSEMENT	132.98
376065 INTOXIMETERS	SUPPLIES	218.73
376116 SP PLUS CORPORATION	PARKING ENFORCEMENT	39,783.75
376250 OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT MEDICAL EXAM	1,801.00

**Police Traffic Division**

375970 CALIF, STATE OF	Q2 USE TAX	0.25
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**Police Investigations**

375986 BANK OF AMERICA	ADOBE PROGRAM INVESTIGATIONS	959.88
376014 CONTRA COSTA COUNTY	CRIME LAB FEES	3,930.15
376023 CONTRA COSTA COUNTY	TESTING	440.00
376024 CONTRA COSTA COUNTY	CRIME LAB FEES	20,062.00
376076 MAGANA, JOSEPH J	EXPENSE REIMBURSEMENT	35.89
376122 T MOBILE USA INC	DISCOVERY SERVICES	1,836.00
376127 TRANSUNION RISK & ALTERNATIVES	LEGAL SERVICES	89.10
376135 WASHOE COUNTY DA	SART EXAM	500.00
376154 BANK OF AMERICA	OPERATING SUPPLIES	1,913.38
376181 CONTRA COSTA COUNTY	CRIME LAB FEES	18,846.00
376235 LA CO AUDITOR CONTROL	CRIME LAB FEES	1,350.00
376247 NAPA SOLANO SART	SART EXAM	7,200.00

**Police Special Operations Unit**

375984 AUTO WORLD INC	VEHICLE LEASE	546.25
376117 SPECIAL SERVICES GROUP LLC	DISCOVERY SERVICES	600.00
376126 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	294.46

**Police Communications**

375867 AT AND T MCI	PHONE	1,489.69
375991 BMS	CAD/RMS	199,109.49
376100 RADIO IP SOFTWARE INC	SUPPORT SERVICES	2,860.62
376149 AFLAC	PAYROLL DEDUCTIONS	261.17
376162 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	37.55
376193 DELTA DENTAL	PAYROLL DEDUCTIONS	178.59
376286 VERIZON WIRELESS	WIRELESS SERVICES	2,242.59

**Office Of Emergency Management**

375867 AT AND T MCI	PHONE	309.32
932153 DELL COMPUTER CORP	COMPUTER EQUIPMENT	7,562.11

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**Police Community Volunteers**

376189 CRYSTAL CLEAR LOGOS INC	UNIFORMS	228.88
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**Police Facilities Maintenance**

375867 AT AND T MCI	PHONE	301.77
375869 AUTOMATIC DOOR SYSTEMS INC	REPAIR SERVICES	1,040.63
375917 HONEYWELL INTERNATIONAL INC	BOILER	25,092.11
375931 OAKLEYS PEST CONTROL	PEST CONTROL	220.00
375937 PACIFIC GAS AND ELECTRIC CO	GAS	22,737.17
376058 HONEYWELL INTERNATIONAL INC	HVAC REPAIR	38,034.00
376105 ROCHESTER MIDLAND CORP	SUPPLIES	1,484.57
376106 ROGUE FITNESS	MAINTENANCE SERVICES	4,965.25
376109 SEVERED METAL	PARTS	400.00
376214 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	2,102.05
376237 LOWES COMPANIES INC	SUPPLIES	113.92
376249 NEXTEL SPRINT	CELL PHONE	3,357.53
376269 SF SPACE SOLUTIONS	EQUIPMENT	1,854.50
932083 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,880.20

**P & R Administration**

376108 SERVICE PROS PLUMBERS INC	WATER FOUNTAINS	2,900.00
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**Community Development Land Planning Services**

375904 ECONOMIC AND PLANNING SYSTEMS	NEXUS STUDY	3,000.00
375972 BANK OF AMERICA	CONFERENCE DUES - EBBS	626.44
376045 FEDEX	SHIPPING	122.92
376072 LAND USE PLANNING SERVICES INC	CONSULTING SERVICES	3,187.50
376184 CONTRA COSTA COUNTY	LAFCO - FY 18/19	20,342.11
376229 LAND USE PLANNING SERVICES INC	CONSULTING SERVICES	8,615.32
376256 PARCEL QUEST	ANNUAL LICENSES	900.00
376286 VERIZON WIRELESS	WIRELESS SERVICES	38.01

**CD Code Enforcement**

375887 CONTRA COSTA COUNTY	RECORDING FEES	372.00
375972 BANK OF AMERICA	TRAINING - J SIDIE	125.93
375993 BRIDGEHEAD SELF STORAGE	STORAGE RENTAL	225.00
376015 CONTRA COSTA COUNTY	RECORDING FEES	279.00
376069 K2GC	PROFESSIONAL SERVICES	6,465.85
376128 TRB AND ASSOCIATES	INSPECTION SERVICES	11,820.00
376143 WORK WORLD	UNIFORMS	439.04
376249 NEXTEL SPRINT	CELL PHONE	251.15
376256 PARCEL QUEST	ANNUAL LICENSES	475.00

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376286	VERIZON WIRELESS	WIRELESS SERVICES	152.04
<b>PW Engineer Land Development</b>			
375867	AT AND T MCI	PHONE	38.88
375921	JN ENGINEERING	INSPECTION SERVICES	16,700.00
375970	CALIF, STATE OF	Q2 USE TAX	4.72
376040	ECS IMAGING INC	SOFTWARE	1,794.92
376131	VERIZON WIRELESS	WIRELESS SERVICES	76.02
376249	NEXTEL SPRINT	CELL PHONE	170.00
<b>Community Development Building Inspection</b>			
375878	BLUE STAR HEATING AND AIR	ENERGY INSP FEE REFUND	215.90
376163	BOCCIO, MICHAEL L	SAFETY SHOE REIMBURSEMENT	250.00
376166	CAHAYAG, JAMES	ENERGY INSP FEE REFUND	110.88
376249	NEXTEL SPRINT	CELL PHONE	102.45
376295	OFFICE MAX INC	OFFICE SUPPLIES	188.50
<b>Capital Imp. Administration</b>			
376131	VERIZON WIRELESS	WIRELESS SERVICES	38.01
<b>Community Development Engineering Services</b>			
376157	BAY AREA NEWS GROUP	LEGAL AD	94.50
376249	NEXTEL SPRINT	CELL PHONE	127.74
<b>212 CDBG Fund</b>			
<b>CDBG</b>			
932081	HOUSE, TERI	CONSULTING SERVICES	7,150.00
<b>CDBG NSP</b>			
932081	HOUSE, TERI	CONSULTING SERVICES	195.00
<b>213 Gas Tax Fund</b>			
<b>Streets</b>			
375937	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	30,379.52
376092	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	361.08
<b>214 Animal Control Fund</b>			
<b>Animal Control</b>			
375900	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,108.87
375902	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	661.26
375903	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	2,697.76
375916	HILLS PET NUTRITION	SUPPLIES	316.75

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375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	21,845.00
375929 MWI VETERINARY SUPPLY CO	SUPPLIES	2,035.94
375937 PACIFIC GAS AND ELECTRIC CO	GAS	1,196.70
375976 ALLIANCE WELDING	SUPPLIES	156.19
376039 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	217.98
376089 OFFICE MAX INC	OFFICE SUPPLIES	9.78
376118 STARLINE SUPPLY COMPANY	SUPPLIES	349.21
376137 WEDGEWOOD PHARMACY	SUPPLIES	223.50
376146 ZOETIS LLC	SUPPLIES	387.55
376154 BANK OF AMERICA	TRAINING	831.06
376209 HARDING, GEORGE WARREN	EXPENSE REIMBURSEMENT	120.72
376249 NEXTEL SPRINT	CELL PHONE	260.71
932083 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	579.80
932099 MOBILE MINI LLC	STORAGE RENTAL	113.60

**215 Civic Arts Fund**

**Civic Arts**

375864 ANTIOCH HERALD	ADVERTISING	343.75
375897 DPH SOUND	CONCERTS BY THE RIVER	2,862.17
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	762.00
376037 DPH SOUND	CONCERTS BY THE RIVER	3,062.17
376198 DPH SOUND	CONCERTS BY THE RIVER	3,062.17

**219 Recreation Fund**

**Non Departmental**

375894 CRUZ, HECTOR	DEPOSIT REFUND	1,000.00
375961 WEBSTER, BATALA	DEPOSIT REFUND	1,000.00
376074 LOPEZ, LILIANA	DEPOSIT REFUND	1,000.00
376077 MARTINEZ, VERONICA	DEPOSIT REFUND	1,000.00
376112 SILENT PARTNER PRIVATE SECURITY	SECURITY SERVICES	2,350.00
376275 STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	1,042.29

**Recreation Admin**

375937 PACIFIC GAS AND ELECTRIC CO	GAS	2,580.02
375961 WEBSTER, BATALA	RENTAL REFUND	100.00
376108 SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	221.00
932180 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	188.09

**Senior Programs**

375867 AT AND T MCI	PHONE	195.74
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	5,774.00
375937 PACIFIC GAS AND ELECTRIC CO	GAS	1,720.00

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375983 AT AND T MCI	PHONE	796.74
932083 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	388.00

**Recreation Sports Programs**

375867 AT AND T MCI	PHONE	20.27
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	4,918.00
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,339.80
375970 CALIF, STATE OF	Q2 USE TAX	73.50
376179 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	980.00

**Recreation-Comm Center**

375867 AT AND T MCI	PHONE	22.81
375871 BANK OF AMERICA	CAMP SUPPLIES	635.27
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	32,537.00
375970 CALIF, STATE OF	Q2 USE TAX	1.25
375982 AT AND T MCI	PHONE	66.26
376051 HACK, DIANE	CLASS REFUND	196.00
376053 HAPPY TRAILS RIDING ACADEMY	CONTRACTOR	2,760.00
376092 PACIFIC GAS AND ELECTRIC CO	GAS	10,431.05
376132 VILLANUEVA, NELIDA	CLASS REFUND	163.20
376192 DEL CONTE LANDSCAPING INC	LANDSCAPE SERVICES	3,821.75
376237 LOWES COMPANIES INC	SUPPLIES	47.85
376286 VERIZON WIRELESS	WIRELESS SERVICES	38.01
932090 COMPUTERLAND	EQUIPMENT	113.79

**221 Asset Forfeiture Fund**

**Non Departmental**

376016 CONTRA COSTA COUNTY	ASSET FORFEITURE	1,136.68
376017 CONTRA COSTA COUNTY	ASSET FORFEITURE	429.16
376018 CONTRA COSTA COUNTY	ASSET FORFEITURE	4,153.69
376019 CONTRA COSTA COUNTY	ASSET FORFEITURE	820.61
376020 CONTRA COSTA COUNTY	ASSET FORFEITURE	840.21
376021 CONTRA COSTA COUNTY	ASSET FORFEITURE	9,002.74
376022 CONTRA COSTA COUNTY	ASSET FORFEITURE	23,701.56

**222 Measure C/J Fund**

**Streets**

375921 JN ENGINEERING	INSPECTION SERVICES	2,200.00
375942 QUALITY COUNTS LLC	TRAFFIC SURVEYS	1,650.00
376183 CONTRA COSTA COUNTY	TRANSPLANT JURISDICTION	6,200.00
932097 JJR CONSTRUCTION INC	IMPROVEMENTS PROJECT	507,169.78

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**223 Child Care Fund**

**Child Care**

375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	464.00
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**226 Solid Waste Reduction Fund**

**Solid Waste**

375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	3,304.00
375935 PACHECO, RAMIRO AND JOZEN	WASTE FEE REFUND	35.00
375970 CALIF, STATE OF	Q2 USE TAX	170.01
375972 BANK OF AMERICA	CONFERENCE - WAJDOWICZ	650.00
376125 TIMELINE MEDIA INC	WMP FEE REFUND	35.00

**229 Pollution Elimination Fund**

**Channel Maintenance Operation**

375868 ATLANTIS DIVING AND SALVAGE CO	INSPECTION SERVICES	2,500.00
375891 CONTRA COSTA HEALTH SERVICES	INSPECTION SERVICES	478.50
375909 FURBER SAW INC	EQUIPMENT	759.65
375926 MT DIABLO LANDSCAPE CENTERS INC	SUPPLIES	2,326.61
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	7,558.00
375936 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	3,080.53
375970 CALIF, STATE OF	Q2 USE TAX	25.19
375980 APEX GRADING	LANDSCAPE SERVICES	500.00
376084 MJH EXCAVATING INC	LANDSCAPE SERVICES	4,450.00
376091 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	3,179.93
376243 MJH EXCAVATING INC	EQUIPMENT RENTAL	3,330.00
376249 NEXTEL SPRINT	CELL PHONE	50.40
376254 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	1,890.32

**251 Lone Tree SLLMD Fund**

**Lonetree Maintenance Zone 1**

375867 AT AND T MCI	PHONE	81.08
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	830.81
375958 TERRACARE ASSOCIATES	TURF MOWING	136.60

**Lonetree Maintenance Zone 2**

375852 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	7,168.32
375867 AT AND T MCI	PHONE	138.57
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	761.91
375980 APEX GRADING	LANDSCAPE SERVICES	500.00
376113 SILVA LANDSCAPE	LANDSCAPE SERVICES	6,840.00
376150 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	3,185.92

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**Lonetree Maintenance Zone 3**

375867 AT AND T MCI	PHONE	60.81
375980 APEX GRADING	LANDSCAPE SERVICES	4,500.00

**Lonetree Maintenance Zone 4**

375948 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,185.92
375958 TERRACARE ASSOCIATES	TURF MOWING	218.56
376113 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,389.44

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	247.66
375958 TERRACARE ASSOCIATES	TURF MOWING	136.60
376121 STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	750.00

**253 Almondridge SLLMD Fund**

**Almondridge Maintenance**

375852 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	1,792.08
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	225.58
376150 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	2,986.80

**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

375867 AT AND T MCI	PHONE	40.54
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,155.82
375958 TERRACARE ASSOCIATES	TURF MOWING	355.16
375980 APEX GRADING	LANDSCAPE SERVICES	2,000.00
376113 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,592.96
376271 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,389.44

**Hillcrest Maintenance Zone 2**

375867 AT AND T MCI	PHONE	141.89
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	788.14
375958 TERRACARE ASSOCIATES	TURF MOWING	486.30
375980 APEX GRADING	LANDSCAPE SERVICES	1,500.00
376121 STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	350.00
376150 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	597.36

**Hillcrest Maintenance Zone 4**

375867 AT AND T MCI	PHONE	119.96
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375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	677.45
375958 TERRACARE ASSOCIATES	TURF MOWING	273.20
375980 APEX GRADING	LANDSCAPE SERVICES	1,500.00

**255 Park 1A Maintenance District Fund**  
**Park 1A Maintenance District**

375867 AT AND T MCI	PHONE	20.27
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	155.32
375948 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,736.00
375958 TERRACARE ASSOCIATES	TURF MOWING	355.16
375980 APEX GRADING	LANDSCAPE SERVICES	3,000.00
376113 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,052.00

**256 Citywide 2A Maintenance District Fund**  
**Citywide 2A Maintenance Zone 3**

375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	83.40
375958 TERRACARE ASSOCIATES	TURF MOWING	5.46
375980 APEX GRADING	LANDSCAPE SERVICES	500.00

**Citywide 2A Maintenance Zone 4**

375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	326.60
375980 APEX GRADING	LANDSCAPE SERVICES	4,500.00

**Citywide 2A Maintenance Zone 5**

375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	364.61
375980 APEX GRADING	LANDSCAPE SERVICES	9,000.00

**Citywide 2A Maintenance Zone 6**

375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	238.39
375958 TERRACARE ASSOCIATES	TURF MOWING	327.84
375980 APEX GRADING	LANDSCAPE SERVICES	500.00

**Citywide 2A Maintenance Zone 8**

375958 TERRACARE ASSOCIATES	TURF MOWING	27.32
375980 APEX GRADING	LANDSCAPE SERVICES	12,000.00

**Citywide 2A Maintenance Zone 9**

375867 AT AND T MCI	PHONE	81.08
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	516.53
375958 TERRACARE ASSOCIATES	TURF MOWING	81.96
375980 APEX GRADING	LANDSCAPE SERVICES	8,000.00

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**Citywide 2A Maintenance Zone10**

375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	125.73
375980 APEX GRADING	LANDSCAPE SERVICES	8,000.00

**257 SLLMD Administration Fund**

**SLLMD Administration**

375872 BANK OF AMERICA	TRAINING	400.00
375873 BANK OF AMERICA	SUPPLIES	105.96
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	19,481.00
375956 TARGET SPECIALTY PRODUCTS	SUPPLIES	2,586.99
375958 TERRACARE ASSOCIATES	TURF MOWING	327.84
376131 VERIZON WIRELESS	CELL PHONE	76.02
376157 BAY AREA NEWS GROUP	LEGAL AD	403.20
376249 NEXTEL SPRINT	CELL PHONE	165.90
932104 SITE ONE LANDSCAPE SUPPLY	IRRIGATION CONTROLLER PARTS	58,409.63

**311 Capital Improvement Fund**

**Parks & Open Space**

375886 CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	8,240.44
376028 CONTRACTOR COMPLIANCE	PROFESSIONAL SERVICES	180.00
376036 DMZ BUILDERS	WEST ANTIOCH CREEK PROJECT	441,177.78
376142 WOODARD AND CURRAN	PROFESSIONAL SERVICES	24,908.11

**Streets**

375857 ANCHOR CONCRETE CONSTRUCTION	SIDEWALK REPAIR PROJECT	58,280.36
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**312 Prewett Family Park Fund**

**Parks & Open Space**

376110 SHADE STRUCTURES	SHADE STRUCTURE	6,243.09
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**376 Lone Diamond Fund**

**Assessment District**

375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	21.00
376171 CENTRAL SELF STORAGE ANTIOCH	MONTHLY STORAGE AUG 2018	252.00

**410 2015 Refunding Bond (2001ABAG) Fund**

**Non Departmental**

375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	4,910.00
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**416 Honeywell Capital Lease Fund**

**Non Departmental**

376153 BANK OF AMERICA	DEBT SERVICE PAYMENT	45,427.96
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**570 Equipment Maintenance Fund**

**Non Departmental**

376059 HUNT AND SONS INC	FUEL	14,439.53
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**Equipment Maintenance**

375872 BANK OF AMERICA	ANNUAL MEMBERSHIP	39.99
375927 MUNICIPAL MAINT EQUIPMENT INC	PARTS	1,788.01
375928 MUNICIPAL POOLING AUTHORITY	VEHICLE PROGRAM	29,208.00
375934 OREILLY AUTO PARTS	AUTO PARTS	268.82
375937 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	699.54
375939 PETERSON	AUTO PARTS	260.02
375940 PETERSON	AUTO PARTS	431.74
375953 LEHR AUTO ELECTRIC	SUPPLIES	13.25
375960 WALNUT CREEK FORD	AUTO PARTS	98.15
375962 WINTER CHEVROLET CO	AUTO PARTS	33.86
375970 CALIF, STATE OF	Q2 USE TAX	59.54
376038 EAST BAY TIRE CO	TIRE SERVICE	496.42
376049 GOLDEN GATE TRUCK CENTER	EQUIPMENT PARTS	38.28
376079 MB COMPANIES INC	EQUIPMENT PARTS	340.30
376131 VERIZON WIRELESS	CELL PHONE	38.01
376140 WINTER CHEVROLET CO	AUTO PARTS	141.67
376152 ANTIOCH AUTO PARTS	AUTO PARTS	573.68
376238 MAACO	REPAIR SERVICES	1,892.25
376255 PAPCO INC	AUTO PARTS	882.75

**573 Information Services Fund**

**Information Services**

375867 AT AND T MCI	PHONE	74.45
375874 BARTON, T ALAN	AIR FARE REIMBURSEMENT	210.40
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	5,985.00
376083 MISAC NORTHERN CA REGION	CONFERENCE DUES	525.00

**Network Support & PCs**

375867 AT AND T MCI	PHONE	86.41
375885 COMCAST	CONNECTION SERVICES	161.91
375923 KIS	PROFESSIONAL SERVICES	150.00
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	11,651.00
375983 AT AND T MCI	PHONE	2,060.11
376009 COMCAST	CONNECTION SERVICES	116.17
376178 COMCAST	CONNECTION SERVICES	116.10
376227 KIS	PROFESSIONAL SERVICES	120.00

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932077 DIGITAL SERVICES	WEBSITE MAINTENANCE	3,055.00
<b>Telephone System</b>		
375867 AT AND T MCI	PHONE	2,204.77
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	654.00
375965 AMERICAN MESSAGING	PAGER SERVICE	85.90
375981 AT AND T MCI	LONG DISTANCE LINES	16.17
375982 AT AND T MCI	PHONE	389.39
<b>GIS Support Services</b>		
375872 BANK OF AMERICA	TRAINING	68.98
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	9,691.00
376043 ELEVEN BY SEVENTEEN INC	SUPPLIES	232.50
<b>Office Equipment Replacement</b>		
375970 CALIF, STATE OF	Q2 USE TAX	12.94
376033 DELL COMPUTERS	EQUIPMENT	1,776.36
<b>577 Post Retirement Medical-Police Fund</b>		
<b>Non Departmental</b>		
376075 MACLEOD WATTS INC	OPEB VALUATION	2,666.67
376155 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
376161 RETIREE	MEDICAL AFTER RETIREMENT	1,134.00
376167 RETIREE	MEDICAL AFTER RETIREMENT	779.86
376170 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
376191 RETIREE	MEDICAL AFTER RETIREMENT	1,114.78
376205 RETIREE	MEDICAL AFTER RETIREMENT	1,114.78
376215 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
376228 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
376230 RETIREE	MEDICAL AFTER RETIREMENT	963.20
376240 RETIREE	MEDICAL AFTER RETIREMENT	1,224.46
376264 RETIREE	MEDICAL AFTER RETIREMENT	256.93
376268 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
376281 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
376292 RETIREE	MEDICAL AFTER RETIREMENT	499.68
932108 RETIREE	MEDICAL AFTER RETIREMENT	499.68
932109 RETIREE	MEDICAL AFTER RETIREMENT	1,761.64
932116 RETIREE	MEDICAL AFTER RETIREMENT	963.20
932117 RETIREE	MEDICAL AFTER RETIREMENT	295.92
932119 RETIREE	MEDICAL AFTER RETIREMENT	887.30
932122 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
932123 RETIREE	MEDICAL AFTER RETIREMENT	1,274.92

Prepared by: Lauren Posada  
 Finance Accounting  
 8/9/2018

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
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932133	RETIREE	MEDICAL AFTER RETIREMENT	967.60
932135	RETIREE	MEDICAL AFTER RETIREMENT	837.00
932138	RETIREE	MEDICAL AFTER RETIREMENT	558.94
932140	RETIREE	MEDICAL AFTER RETIREMENT	1,162.81
932152	RETIREE	MEDICAL AFTER RETIREMENT	1,559.72
932157	RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
932158	RETIREE	MEDICAL AFTER RETIREMENT	837.00
932159	RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
932171	RETIREE	MEDICAL AFTER RETIREMENT	183.34
932173	RETIREE	MEDICAL AFTER RETIREMENT	256.93
932176	RETIREE	MEDICAL AFTER RETIREMENT	499.68
932177	RETIREE	MEDICAL AFTER RETIREMENT	1,116.23
932178	RETIREE	MEDICAL AFTER RETIREMENT	270.04
932182	RETIREE	MEDICAL AFTER RETIREMENT	506.91
932187	RETIREE	MEDICAL AFTER RETIREMENT	183.34
932200	RETIREE	MEDICAL AFTER RETIREMENT	1,089.10
932202	RETIREE	MEDICAL AFTER RETIREMENT	646.86
932203	RETIREE	MEDICAL AFTER RETIREMENT	631.60
932215	RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
932216	RETIREE	MEDICAL AFTER RETIREMENT	558.94
932217	RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
932219	RETIREE	MEDICAL AFTER RETIREMENT	1,036.79
932228	RETIREE	MEDICAL AFTER RETIREMENT	646.86
932237	RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
932239	RETIREE	MEDICAL AFTER RETIREMENT	779.86
932243	RETIREE	MEDICAL AFTER RETIREMENT	499.68
932248	RETIREE	MEDICAL AFTER RETIREMENT	256.93
932259	RETIREE	MEDICAL AFTER RETIREMENT	646.86
932261	RETIREE	MEDICAL AFTER RETIREMENT	38.44
932262	RETIREE	MEDICAL AFTER RETIREMENT	646.86

**578 Post Retirement Medical-Misc Fund**

**Non Departmental**

376075	MACLEOD WATTS INC	OPEB VALUATION	2,666.67
376159	RETIREE	MEDICAL AFTER RETIREMENT	221.69
376172	RETIREE	MEDICAL AFTER RETIREMENT	362.58
376196	RETIREE	MEDICAL AFTER RETIREMENT	103.69
376199	RETIREE	MEDICAL AFTER RETIREMENT	473.38
376206	RETIREE	MEDICAL AFTER RETIREMENT	103.69
376208	RETIREE	MEDICAL AFTER RETIREMENT	709.38
376225	RETIREE	MEDICAL AFTER RETIREMENT	221.69

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376241 RETIREE	MEDICAL AFTER RETIREMENT	103.69
376261 RETIREE	MEDICAL AFTER RETIREMENT	103.69
376262 RETIREE	MEDICAL AFTER RETIREMENT	340.38
376263 RETIREE	MEDICAL AFTER RETIREMENT	103.69
376267 RETIREE	MEDICAL AFTER RETIREMENT	103.69
376285 RETIREE	MEDICAL AFTER RETIREMENT	100.00
376287 RETIREE	MEDICAL AFTER RETIREMENT	103.69
376293 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932107 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932110 RETIREE	MEDICAL AFTER RETIREMENT	249.30
932111 RETIREE	MEDICAL AFTER RETIREMENT	197.76
932118 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932121 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932126 RETIREE	MEDICAL AFTER RETIREMENT	221.69
932128 RETIREE	MEDICAL AFTER RETIREMENT	221.69
932130 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932131 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932134 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932141 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932144 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932145 RETIREE	MEDICAL AFTER RETIREMENT	221.69
932148 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932151 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932155 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932156 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932163 RETIREE	MEDICAL AFTER RETIREMENT	709.38
932164 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932165 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932167 RETIREE	MEDICAL AFTER RETIREMENT	111.42
932172 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932175 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932181 RETIREE	MEDICAL AFTER RETIREMENT	221.69
932183 RETIREE	MEDICAL AFTER RETIREMENT	221.69
932186 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932189 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932192 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932194 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932195 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932199 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932210 RETIREE	MEDICAL AFTER RETIREMENT	183.34
932211 RETIREE	MEDICAL AFTER RETIREMENT	103.69

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932212 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932221 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932224 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932227 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932232 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932242 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932246 RETIREE	MEDICAL AFTER RETIREMENT	86.48
932247 RETIREE	MEDICAL AFTER RETIREMENT	183.34
932249 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932252 RETIREE	MEDICAL AFTER RETIREMENT	709.38
932258 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932260 RETIREE	MEDICAL AFTER RETIREMENT	103.69

**579 Post Retirement Medical-Mgmt Fund**

**Non Departmental**

376075 MACLEOD WATTS INC	OPEB VALUATION	2,666.66
376175 RETIREE	MEDICAL AFTER RETIREMENT	880.90
376187 RETIREE	MEDICAL AFTER RETIREMENT	161.69
376203 RETIREE	MEDICAL AFTER RETIREMENT	103.69
376207 RETIREE	MEDICAL AFTER RETIREMENT	221.69
376212 RETIREE	MEDICAL AFTER RETIREMENT	183.34
376216 RETIREE	MEDICAL AFTER RETIREMENT	400.00
376222 RETIREE	MEDICAL AFTER RETIREMENT	576.38
376226 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
376231 RETIREE	MEDICAL AFTER RETIREMENT	340.38
376234 RETIREE	MEDICAL AFTER RETIREMENT	396.54
376244 RETIREE	MEDICAL AFTER RETIREMENT	741.38
376266 RETIREE	MEDICAL AFTER RETIREMENT	880.90
376284 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
932112 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932120 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932124 RETIREE	MEDICAL AFTER RETIREMENT	183.34
932125 RETIREE	MEDICAL AFTER RETIREMENT	183.34
932127 RETIREE	MEDICAL AFTER RETIREMENT	161.70
932129 RETIREE	MEDICAL AFTER RETIREMENT	103.69
932132 RETIREE	MEDICAL AFTER RETIREMENT	340.38
932136 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932137 RETIREE	MEDICAL AFTER RETIREMENT	576.38
932139 RETIREE	MEDICAL AFTER RETIREMENT	709.38
932142 RETIREE	MEDICAL AFTER RETIREMENT	631.60
932143 RETIREE	MEDICAL AFTER RETIREMENT	197.76
932146 RETIREE	MEDICAL AFTER RETIREMENT	1,013.90

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932147	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932149	RETIREE	MEDICAL AFTER RETIREMENT	456.38
932150	RETIREE	MEDICAL AFTER RETIREMENT	103.69
932154	RETIREE	MEDICAL AFTER RETIREMENT	249.30
932160	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932161	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932162	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932166	RETIREE	MEDICAL AFTER RETIREMENT	558.94
932168	RETIREE	MEDICAL AFTER RETIREMENT	377.40
932169	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932170	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932179	RETIREE	MEDICAL AFTER RETIREMENT	346.97
932184	RETIREE	MEDICAL AFTER RETIREMENT	706.38
932185	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932188	RETIREE	MEDICAL AFTER RETIREMENT	880.90
932190	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932191	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932193	RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
932196	RETIREE	MEDICAL AFTER RETIREMENT	40.79
932197	RETIREE	MEDICAL AFTER RETIREMENT	1,036.79
932198	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932201	RETIREE	MEDICAL AFTER RETIREMENT	528.45
932205	RETIREE	MEDICAL AFTER RETIREMENT	249.30
932206	RETIREE	MEDICAL AFTER RETIREMENT	161.69
932207	RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
932208	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932209	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932213	RETIREE	MEDICAL AFTER RETIREMENT	103.69
932214	RETIREE	MEDICAL AFTER RETIREMENT	103.69
932218	RETIREE	MEDICAL AFTER RETIREMENT	613.47
932220	RETIREE	MEDICAL AFTER RETIREMENT	103.69
932222	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932223	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932225	RETIREE	MEDICAL AFTER RETIREMENT	221.69
932226	RETIREE	MEDICAL AFTER RETIREMENT	161.70
932229	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932230	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932231	RETIREE	MEDICAL AFTER RETIREMENT	103.69
932233	RETIREE	MEDICAL AFTER RETIREMENT	249.30
932234	RETIREE	MEDICAL AFTER RETIREMENT	631.60
932235	RETIREE	MEDICAL AFTER RETIREMENT	103.69
932236	RETIREE	MEDICAL AFTER RETIREMENT	340.38



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932238	RETIREE	MEDICAL AFTER RETIREMENT	456.38
932240	RETIREE	MEDICAL AFTER RETIREMENT	213.79
932241	RETIREE	MEDICAL AFTER RETIREMENT	103.69
932244	RETIREE	MEDICAL AFTER RETIREMENT	709.38
932251	RETIREE	MEDICAL AFTER RETIREMENT	340.38
932253	RETIREE	MEDICAL AFTER RETIREMENT	103.69
932254	RETIREE	MEDICAL AFTER RETIREMENT	229.69
932255	RETIREE	MEDICAL AFTER RETIREMENT	1,697.30
932256	RETIREE	MEDICAL AFTER RETIREMENT	103.69
932257	RETIREE	MEDICAL AFTER RETIREMENT	1,837.00

**580 Loss Control Fund**

**Human Resources**

375928	MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	1,731,808.00
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**611 Water Fund**

**Non Departmental**

375875	BAY AREA BARRICADE	SUPPLIES	616.62
375933	OFFICE MAX INC	OFFICE SUPPLIES	3,429.72
375989	BISHOP CO	SUPPLIES	1,877.98
376004	COLE SUPPLY CO INC	SUPPLIES	546.14
376025	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	603.49
376044	FASTENAL CO	SUPPLIES	336.27
376138	WESCO RECEIVABLES CORP	SUPPLIES	3,209.85
376139	WILCO SUPPLY	SUPPLIES	609.93
376186	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	478.05
376278	SWRCB	MEMBERSHIP DUES	2,544.38
376290	WILCO SUPPLY	SUPPLIES	1,221.77
376291	WILCO SUPPLY	SUPPLIES	36.61
932093	GOLDEN WEST BETTERWAY	SUPPLIES	431.43
932094	GRAINGER INC	SUPPLIES	951.70
932095	HAMMONS SUPPLY COMPANY	SUPPLIES	996.18

**Water Supervision**

375928	MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	214,253.00
375970	CALIF, STATE OF	Q2 USE TAX	0.88
376061	INFOSEND INC	PRINTING SERVICES	267.15
376131	VERIZON WIRELESS	CELL PHONE	76.02
376232	LFCS INC	WATER ACCOUNT REFUND	534.55
376249	NEXTEL SPRINT	CELL PHONE	172.70
376252	ONLINE RESOURCES	RETURN PAYMENT	1,158.57

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**Water Production**

375858 ANIMAL DAMAGE MANAGEMENT	PROFESSIONAL SERVICES	275.00
375859 ACE HARDWARE, ANTIOCH	SUPPLIES	127.27
375867 AT AND T MCI	PHONE	1,117.04
375906 EXPONENT INC	CONSULTING SERVICES	36,010.00
375912 GOLDSTAR	SUPPLIES	3,753.39
375914 HACH CO	SUPPLIES	411.70
375922 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	27,177.85
375937 PACIFIC GAS AND ELECTRIC CO	GAS	152,763.59
375941 POLYDYNE INC	CENTRIFUGE POLYMER	5,290.00
375949 SOLVAY CHEMICALS INC	FLUORIDE	5,588.70
375950 SOUTHWEST VALVE LLC	SUPPLIES	2,502.96
375970 CALIF, STATE OF	Q2 USE TAX	26.58
375978 ANDERSON PACIFIC ENGINEERING	VALVE REPLACEMENT	22,923.36
375980 APEX GRADING	LANDSCAPE SERVICES	5,000.00
375982 AT AND T MCI	PHONE	132.48
376027 CONTRA COSTA WATER DISTRICT	RAW WATER	1,018,411.13
376070 KOFFLER ELECTRICAL MECH	PROFESSIONAL SERVICES	28,633.32
376089 OFFICE MAX INC	OFFICE SUPPLIES	21.84
376092 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	219.61
376131 VERIZON WIRELESS	CELL PHONE	38.01
376133 VLAMING AND ASSOCIATES	CONSULTING SERVICES	1,396.83
376134 WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	3,965.00
376173 CITY OF BRENTWOOD	GROUNDWATER SUPPORT	1,679.97
376202 FISHER SCIENTIFIC COMPANY	SUPPLIES	110.27
376210 HARRINGTON INDUSTRIAL PLASTICS	PARTS	93.41
376237 LOWES COMPANIES INC	SUPPLIES	116.43
376249 NEXTEL SPRINT	CELL PHONE	44.59
376278 SWRCB	MEMBERSHIP	1,047.62
376283 USA BLUE BOOK	PARTS	1,926.83
376295 OFFICE MAX INC	OFFICE SUPPLIES	232.99
932076 CONSOLIDATED ELECTRICAL DIST	SUPPLIES	56.55
932078 EUROFINS EATON ANALYTICAL INC	TESTING	4,530.00
932079 EVOQUA WATER TECHNOLOGIES LLC	EQUIPMENT	520.33
932083 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	338.00
932088 AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,844.95
932089 CHEMTRADE CHEMICALS US LLC	ALUM	10,293.80
932092 EUROFINS EATON ANALYTICAL INC	TESTING	75.00
932094 GRAINGER INC	SUPPLIES	171.89
932095 HAMMONS SUPPLY COMPANY	SUPPLIES	246.25
932101 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	13,592.40
932102 QUENVOLDS	SAFETY SHOES - CALLAHAN	230.55

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932105 THATCHER COMPANY OF CALIF	CHLORINE	4,713.60
932250 VINCENT ELECTRIC MOTOR CO	PROFESSIONAL SERVICES	7,196.49

**Water Distribution**

375860 ANTIOCH AUTO PARTS	SUPPLIES	177.72
375861 ANTIOCH BUILDING MATERIALS	BASE ROCK	3,722.75
375867 AT AND T MCI	PHONE	20.27
375872 BANK OF AMERICA	SHRED SERVICES	690.77
375873 BANK OF AMERICA	TESTING	2,417.45
375879 C AND J FAVALORA TRUCKING INC	HAULING SERVICE	11,699.50
375907 FASTENAL CO	INDUSTRIAL SUPPLIES	1,013.67
375919 INFOSEND INC	POSTAGE COSTS	4,107.55
375926 MT DIABLO LANDSCAPE CENTERS	CONCRETE	213.04
375933 OFFICE MAX INC	OFFICE SUPPLIES	169.29
375970 CALIF, STATE OF	Q2 USE TAX	9.20
375999 CAPITAL AIR TOOL LLC	PAVEMENT BREAKERS	4,151.32
376012 CONNELLY, SHAUN P	COURSE FEE REIMBURSEMENT	50.00
376040 ECS IMAGING INC	QUICKFIELDS - LASERFICHE	1,495.04
376062 INFOSEND INC	POSTAGE COSTS	1,395.58
376090 PACE SUPPLY CORP	SUPPLIES	1,695.36
376131 VERIZON WIRELESS	CELL PHONE	380.10
376165 C AND J FAVALORA TRUCKING INC	HAULING SERVICES	13,300.50
376194 DELTA DIABLO	RECYCLED WATER	10,378.17
376219 INFOSEND INC	POSTAGE FEE	1,036.13
376237 LOWES COMPANIES INC	SUPPLIES	780.48
376249 NEXTEL SPRINT	CELL PHONE	1,403.43
376256 PARCEL QUEST	ANNUAL LICENSES	3,025.00
376265 RT LAWRENCE CORP	LOCKBOX PROCESSING	469.94
376279 SWRCB	CERTIFICATE RENEWAL	140.00
932094 GRAINGER INC	SUPPLIES	3,055.14

**Water Meter Reading**

375870 BACKFLOW DISTRIBUTORS INC	BACKFLOW PARTS/REPAIR KITS	4,634.37
375930 NATIONAL METER & AUTOMATION	METER PARTS & REGISTERS	29,116.47
375970 CALIF, STATE OF	Q2 USE TAX	12.51
376131 VERIZON WIRELESS	CELL PHONE	38.01
376249 NEXTEL SPRINT	CELL PHONE	59.96

**Public Buildings & Facilities**

376000 CAMP DRESSER AND MCKEE INC	PROFESSIONAL SERVICES	7,246.71
376001 CITY OF BRENTWOOD	GROUNDWATER SUPPORT	15,131.43
376141 WOODARD AND CURRAN	PROFESSIONAL SERVICES	2,904.00
376157 BAY AREA NEWS GROUP	LEGAL AD	244.80

Prepared by: Lauren Posada  
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8/9/2018



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**631 Marina Fund**

**Non Departmental**

375973 ABENOJA, LOUISE	DEPOSIT REFUND	232.00
376071 KUHN, CAROL	DEPOSIT REFUND	207.00
376274 STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	2,127.00

**Marina Administration**

375898 DUALHARE INC	COMMUNICATION SERVICES	50.00
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	12,614.00
375937 PACIFIC GAS AND ELECTRIC CO	GAS	4,100.34
375945 RECREATION PUBLICATIONS	ADVERTISING	680.00
375959 VALVTECT PETROLEUM	SUPPLIES	2,193.28
375992 BRENTWOOD PRESS & PUBLISHING	ADVERTISING	138.00
376008 COMCAST	CONNECTION SERVICES	216.21
376099 PWS	LAUNDRY UNIT	3,447.94
376103 RECREATION PUBLICATIONS	ADVERTISING	680.00
376249 NEXTEL SPRINT	CELL PHONE	57.37

**Marina Maintenance**

375945 RECREATION PUBLICATIONS	ADVERTISING	680.00
376237 LOWES COMPANIES INC	SUPPLIES	36.11
932083 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,375.00

**Marina Boat Launch**

376237 LOWES COMPANIES INC	SUPPLIES	30.29
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**Public Buildings & Facilities**

932082 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	9,147.39
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**641 Prewett Water Park Fund**

**Non Departmental**

375901 EAST COUNTY LITTLE LEAGUE	DEPOSIT REFUND	500.00
375946 SALVADOR, DON JUAN	DEPOSIT REFUND	500.00
376275 STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	1,606.39

**Recreation Water Park**

375853 ALL STAR RENTS	EQUIPMENT RENTAL	209.48
375856 AMERICAN RED CROSS	COURSE OFFERING FEES	1,466.00
375867 AT AND T MCI	PHONE	116.68
375871 BANK OF AMERICA	SUPPLIES	2,040.88
375876 BELSHAW SCHOOL PTO	ATTRACTION CLOSURE REFUND	286.50
375895 DEER VALLEY HIGH SCHOOL	ATTRACTION CLOSURE REFUND	388.52
375905 EWING IRRIGATION PRODUCTS	PLUMBING SUPPLIES	131.95

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375915 HEAD ROYCE SCHOOL	ATTRACTION CLOSURE REFUND	286.50
375928 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	20,681.00
375937 PACIFIC GAS AND ELECTRIC CO	GAS	14,837.81
375955 SUTTER ELEMENTARY PTA	ATTRACTION CLOSURE REFUND	293.90
375970 CALIF, STATE OF	Q2 USE TAX	5.30
375977 AMERICAN PLUMBING INC	PLUMBING SERVICES	660.00
376004 COLE SUPPLY CO INC	SUPPLIES	146.81
376010 COMMERCIAL POOL SYSTEMS INC	POOL CHEMICALS	13,111.64
376035 DELTA FENCE CO	BOLLARD REPLACEMENT	424.00
376044 FASTENAL CO	SUPPLIES	3.26
376046 FURBER SAW INC	EQUIPMENT	581.81
376060 ICEE COMPANY, THE	SUPPLIES	1,672.20
376089 OFFICE MAX INC	OFFICE SUPPLIES	479.11
376093 PEPSI COLA COMPANY	SUPPLIES	1,900.75
376102 REAL PROTECTION INC	REPAIR SERVICES	250.00
376130 UNIVAR USA INC	CHEMICALS	2,445.67
376160 BIG SKY LOGOS AND EMBROIDERY	WATER PARK SHIRTS	99.72
376192 DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	2,649.00
376201 FAST SIGNS	WATER PARK SIGNAGE	2,064.03
376214 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	796.25
376237 LOWES COMPANIES INC	SUPPLIES	190.28
376249 NEXTEL SPRINT	CELL PHONE	32.93
376251 OLMEDO, ANA MARIA	CLASS REFUND	122.00
376259 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	908.12
932091 CONSOLIDATED ELECTRICAL DIST	ELECTRIC PARTS	1,044.87
932094 GRAINGER INC	REPAIR PARTS	213.86
932096 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,141.63

**721 Employee Benefits Fund**

**Non Departmental**

375884 COLONIAL LIFE	PAYROLL DEDUCTIONS	610.59
375888 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
375889 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
375892 COURT ORDERED COLLECTIONS	PAYROLL DEDUCTIONS	63.34
375938 PARS	PAYROLL DEDUCTIONS	7,865.11
375951 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
375952 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	485.00
375971 EMPLOYEE	PAYROLL DEDUCTIONS	500.00
376148 24 HOUR FITNESS SPORT	PAYROLL DEDUCTIONS	47.24
376149 AFLAC	PAYROLL DEDUCTIONS	5,476.98
376162 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	3,225.03

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376168 CALPERS	PAYROLL DEDUCTIONS	6,318,432.00
376174 CITY SPORTS CLUB	PAYROLL DEDUCTIONS	54.98
376176 COLONIAL LIFE	PAYROLL DEDUCTIONS	407.06
376185 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
376188 COURT ORDERED COLLECTIONS	PAYROLL DEDUCTIONS	106.14
376193 DELTA DENTAL	PAYROLL DEDUCTIONS	35,928.04
376197 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	342.00
376218 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	775.99
376220 IRVIN DEUTSCHER YMCA	PAYROLL DEDUCTIONS	50.00
376233 LINA	PAYROLL DEDUCTIONS	6,426.86
376245 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,782.69
376253 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,024.00
376257 PARS	PAYROLL DEDUCTIONS	9,137.03
376273 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	870.75
376276 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
376277 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	485.00
932085 NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	31,227.66
932087 VANTAGEPOINT TRANSFER	PAYROLL DEDUCTIONS	4,093.98
932113 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	440.00
932114 ANTIOCH POLICE OFFICERS ASSOCI	PAYROLL DEDUCTIONS	20,366.82
932115 ANTIOCH PUBLIC WORKS EMPLOYEE	PAYROLL DEDUCTIONS	3,613.65
932204 NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	65,309.78
932245 VANTAGEPOINT TRANSFER	PAYROLL DEDUCTIONS	6,083.53



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Forrest Ebbs, Community Development Director *FE*

**SUBJECT:** Black Diamond Ranch Unit 4 Project – Second Reading of Ordinance

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the Ordinance for an amendment to the Black Diamond Ranch Hillside Planned Development District (PD-16-01) (Attachment "A").

### **STRATEGIC PURPOSE**

This action will ensure well maintained public facilities (Strategy K-1 in the Strategic Plan), in that requirements for funding facility maintenance are imposed on the project and will support Antioch's financial stability (Strategy O-2 in the Strategic Plan), in that the project will be required to pay all applicable fees, including participation in the Police Service Fee CFD.

### **DISCUSSION**

The proposed amendment to the Black Diamond Ranch Hillside Planned Development was presented to the City Council on July 24, 2018 along with the associated project Vesting Tentative Map/Final Development Plan and the Initial Study/Mitigated Negative Declaration (IS/MND) required under the California Environmental Quality Act (CEQA). At this meeting, the IS/MND was adopted, the Vesting Tentative Map/Final Development Plan was approved, and the Ordinance amending the Hillside Planned Development District was introduced. The vote on all three actions was (5-0-0).

This item requests the City Council conduct a second reading and adopt the Ordinance. This action will finalize the adoption of the Ordinance and complete the amendment of the Black Diamond Ranch Hillside Planned Development District.

### **ATTACHMENTS**

A: Ordinance for an amendment of the Black Diamond Ranch Hillside Planned Development District (HPD) (PD-16-01)



# ATTACHMENT "A"

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

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO AMEND THE BLACK DIAMOND RANCH HILLSIDE PLANNED DEVELOPMENT DISTRICT (PD-16-1) FOR THE BLACK DIAMOND RANCH UNIT 4 PROJECT

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

**SECTION 1:** The City has, pursuant to Section 15070 of the Guidelines of the California Environmental Quality Act, determined that the appropriate environmental document for the project is an Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

**SECTION 2:** At its regular meeting of June 6, 2018, the Planning Commission recommended that the City Council adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the proposed project and recommended that the City Council amend the Black Diamond Ranch Hillside Planned Development District to allow the Black Diamond Ranch Unit 4 project.

**SECTION 3:** At its regular meeting of July 24, 2018, the City Council approved the resolution adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Black Diamond Ranch Unit 4 project.

**SECTION 4:** The Black Diamond Ranch Hillside Planned Development District is amended to allow the creation of nine residential lots and one open space parcel as depicted on the Black Diamond Ranch Unit 4 Vesting Tentative Subdivision Map dated February 16, 2018.

**SECTION 5:** The Black Diamond Ranch Hillside Planned Development District is amended to allow the construction of a stormwater basin at the currently undeveloped property south of James Donlon Boulevard and east of Metcalf Street, subject to subsequent approval of infrastructure improvement plans.

**SECTION 5:** The development standards, as defined below, for Black Diamond Ranch Unit 4 project are herein incorporated into this ordinance, and are binding upon said property.

- a. Setback, front to living space: 15 feet
- b. Setback, front to porch: 10 feet
- c. Setback, front to garage: 20 feet
- d. Setback, side yard: 5 feet
- e. Side yard useable: 5 feet
- f. Setback, rear yard  
(includes patio covers):
  - Single story home: 10 feet
  - Two story home: 15 feet
- g. Rear yard usable: 10 feet

- h. Setback, Accessory Structure:
  - Interior: Side and Rear Yard: zero setback
  - Corner lot, interior: zero setback
  - Corner lot, street side: 20 feet
- i. Maximum building height: 35 feet
- j. Maximum lot coverage: 55%
- k. Parking: 2 garage spaces
- l. Guest parking: One 20 foot on street space
- m. Driveway: Minimum 20 feet x 20 feet

**SECTION 7:** The City Council makes the following findings related to the amendment of the Black Diamond Ranch Hillside Planned Development District:

1. That the proposed amendment will allow uses suitable to the site in that the project will allow development that is similar to and consistent with existing development and will retain the prominent and visible hillside in Black Diamond Ranch.
2. That uses permitted by the proposed amendment will not be detrimental to adjacent or surrounding properties in that the proposed uses are consistent with and compatible with existing development in both development intensity and character of design.
3. That the proposed amendment is in conformance with the General Plan in that development allowed under the proposed amendment would be consistent with the General Plan designation of Low Density Residential and would implement the General Plan policies pertaining to hillside development by preserving the prominent hillside in Black Diamond Ranch and clustering development on portions of the site with existing street frontage/access and minimal slopes.

**SECTION 8:** This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 24<sup>th</sup> day of July, 2018, and passed and adopted at a regular meeting thereof, held on the 14<sup>th</sup> day of August, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Sean Wright, Mayor of the City of Antioch**

**ATTEST:**


\_\_\_\_\_  
**Arne Simonsen, CMC**  
**City Clerk of the City of Antioch**

**EXHIBIT A**

REFER TO VESTING TENTATIVE MAP



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Alan Barton, Information Systems Director   
**SUBJECT:** Citywide Data Switch Upgrade Project

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a purchase agreement with Altura Communications Solutions to upgrade data switches in an amount not to exceed \$151,000 under sole source provisions.

### **STRATEGIC PURPOSE**

This item supports **Strategy O-2:** Equipment replacement efforts.

### **FISCAL IMPACT**

The 2018-19 Information Systems Equipment Replacement budget includes funds for this project.

### **DISCUSSION**

The City's current data switches were installed in December 2008. Though the switches have served the City well over the past 10 years, they are due for replacement.

This project will consist of upgrading all data switches throughout City facilities. The data switches serve an extremely important role for the City; they are the backbone of the City's data and phone systems. The reasons for upgrading the switches are age and starting in 2020 the manufacture will no longer supporting them.

Due to the City's current annual support and maintenance contract with the selected vendor, we will be sole sourcing this project as an upgrade.

### **ATTACHMENTS**

#### A. Resolution

Exhibit A to Resolution – Altura Communications Solutions Quote and Scope of Work

**RESOLUTION NO. 2018/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT  
WITH ALTURA COMMUNICATIONS SOLUTIONS TO UPGRADE DATA SWITCHES  
IN AN AMOUNT NOT TO EXCEED \$151,000 UNDER SOLE SOURCE PROVISIONS**

**WHEREAS**, the City's Information Systems department annually assesses hardware and software in conjunction with the operational needs of each division; and

**WHEREAS**, the City's Information Systems department maintains the City's technology through timely replacement of hardware and software that are beyond their useful life, which is critical in managing costs and liability associated with aging technology.

**WHEREAS**, based on the City's current annual support and maintenance contract with Altura Communications Solutions, we will be sole sourcing this project as an upgrade.

**THEREFORE, BE IT RESOLVED** that the City Council authorize the City Manager to execute a purchase agreement with Altura Communications Solutions to upgrade data switches in an amount not to exceed \$151,000 under sole source provisions.

\* \* \* \* \*

**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 14th day of August 2018, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

---

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



**Proposal for: ExtremeSwitching™ X440-G2 Data Network Refresh**

**CITY OF ANTIOCH**

Mr. Alan Barton  
Director of Information Systems  
1307 W FOURTH ST  
Antioch, CA 94531-5007

July 16, 2018

Dear Alan,

Altura Communication Solutions (Altura) is pleased to present CITY OF ANTIOCH the enclosed Extreme data network refresh proposal. After reviewing the information that follows, we trust you will come to know Altura as the unified communications provider best suited to meet all of your telecommunications needs.

Altura, with offices nationwide, is one of Avaya's largest authorized Diamond Business Partners and a leading provider of communications applications, equipment and services for voice and data networking solutions. For nearly two decades, enterprises throughout North America have trusted Altura to design, deploy and manage their communications networks. Altura's vast experience in the industry, top rated service, strategic partnerships and full suite of network services is a significant advantage to customers. We provide solutions to over 6,000 customer sites in government, education, healthcare and financial markets.

Your designated Point of Contact for answering any questions regarding this proposal is:

*Mary Ellen Cardenas*  
Account Manager

*This proposal to CITY OF ANTIOCH is subject to mutually agreeable Terms and Conditions. Altura proposals contained herein are non-binding. All pricing is for discussion purposes only and subject to change. Final price quote is subject to verification of requirements and configuration.*

**AVAYA** Edge  
Diamond

Sales Order

# Altura Communication Solutions

1335 South Acacia Ave.  
Fullerton CA, 92831



## Exhibit A – Order Form

Quote For MASTER SALES AND MAINTENANCE AGREEMENT ("Agreement")  
dated May 28, 2008 by and between Altura Communication Solutions, LLC and CITY OF  
ANTIOCH ('Customer')

### PREMISES (INSTALLED AT):

CITY OF ANTIOCH  
Site: 26126 - IT Dept @ City Hall  
200 H Street  
Antioch, CA 94509  
ALAN BARTON  
(925) 779-6103  
abarton@ci.antioch.ca.us

### SERVICES PERFORMED FOR:

Bill To: CITY OF ANTIOCH - 47989600  
CITY OF ANTIOCH  
Site: 47989600  
1307 W FOURTH ST PO BOX 5007  
ANTIOCH, CA 94531-5007  
ALAN BARTON  
(925) 779-6103  
abarton@ci.antioch.ca.us

### PRICING & DATES

Purchase Price \* \$143,807.50  
Support Paid Up-Front \$0.00  
**TOTAL \$143,807.50**  
Support to be billed \$0.00

Contract Presented July 16, 2018  
Delivery \* TBD  
Installation Start \* TBD  
Cutover \* TBD  
In Service \* TBD

*\* Includes installation and shipping if applicable, but excludes taxes*

*\* Estimated*

### ATTACHMENTS

- Cover page
- Exhibit A, Exhibit B and Schedule 1
- Parts Details
- Scope of Work

Upon execution by both parties, this Order Form shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

CITY OF ANTIOCH

By

By

Name

Name

Title

Title

Date

Date



# Schedule 1 – Quote & Exhibit B

This quote is only good for 45 days, effective: 07/16/2018.

Vendor	Description	Sole Price
Extreme	ExtremeSwitching™ X440-G2 & X450 Solution	\$106,921.75
Freight	Shipping	\$673.25
	<b>Other Solutions and Support</b>	<b>\$107,595.00</b>
	<b>Solutions and Support Total</b>	<b>\$107,595.00</b>
	<b>Solutions and Support Down Payment</b>	<b>\$32,276.50</b>
	<b>Due at Delivery</b>	<b>\$75,318.50</b>
Altura	Install Labor – Field Engineer, Project Management	\$12,237.50
Altura	Professional Services Engineering	\$23,975.00
	<b>Installation Total</b>	<b>\$36,212.50</b>
	<b>Installation Downpayment</b>	<b>\$18,106.25</b>
	<b>Due at Acceptance</b>	<b>\$18,106.25</b>
	<b>TOTAL Solutions, Support And Installation</b>	<b>\$143,807.50</b>
	<b>GRAND SOLUTION TOTAL</b>	<b>\$143,807.50</b>

All Pricing Excludes Taxes

Upon execution by both parties, this Schedule shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

CITY OF ANTIOCH

By

By

Name

Name

Title

Title

Date

Date

# Scope of Work

Altura Communication Solutions  
1335 South Acacia Ave.  
Fullerton CA, 92831



## Scope of Work for CITY OF ANTIOCH

Customer Information	
Customer Name:	CITY OF ANTIOCH
Address:	1307 W FOURTH ST Antioch, CA 94531-5007
Contact Name:	Alan Barton
Email:	<a href="mailto:abarton@ci.antioch.ca.us">abarton@ci.antioch.ca.us</a>
Phone #:	(925) 779-6103

Project Overview
Altura will implement the following for CITY OF ANTIOCH, hereafter referred to as the "Customer":  (38) Data Edge Switches

### 1. Assumptions/Prerequisites - Must take place before implementation begins.

#### Customer

- The Customer will provide current network information (drawings, existing IP Addressing scheme, current network switch configurations, Routing information, VLAN information, network appliances, etc.) one week before the projected start of the engagement.
- The Customer is responsible for all routing throughout the network.
- The switches will be configured to support Data and Voice VLANs. Any additional configuration requirements will result in additional charges.
- The Customer will work with Altura to establish a VPN connection or other acceptable remote access connectivity if a VPN is not possible.

- Altura will be provided the delivery location and mode of acceptance for all equipment deliveries for this engagement. This includes scheduling, access and storage of all equipment and manner of delivery (flatbed, lift gate, loading dock).
- The Customer is encouraged to participate in the inventory of all equipment deliveries.
- All equipment must be stored in a secured and environmentally controlled environment, until required for use.
- All equipment delivered and inventoried by Altura and Customer, become the property of, and is under the control of the Customer.
- Customer will provide access to the Internet while Altura is on site.
- All work on network dependent components will be completed and be in place prior to this engagement.
- The Customer will complete all planning forms by the date requested.

## 2. Altura Specific Requirements

### For Data Edge Switches

- Coordinate with the Customer IT primary point of contact to determine switch network design requirements and to complete the network workbook.
- Upgrade device(s) operating system(s) to version required for use by the Customer.
- Configure equipment, as per design and in accordance with manufacturer's specifications.
- Complete all necessary network hardware, software, and technical requirements including:
  - Separate Data and Voice VLANs for different traffic types as per design.
  - Implement Quality of Service (QoS) on the switches as required per design.
- Rack and stack the switches as per design.
- Connect power cords and power on devices.
- Connect client provided fiber and/or copper connections.
- Provide connectivity testing and remediation (if necessary).
- Prepare network as configured documentation.
- Present the Customer with the as configured documentation and answer any questions that may arise.

### Altura will for All Systems

- Install all new devices into racks; verify power and network are available.
- Ensure all network configurations and connections are completed to all Servers and PBX's can communicate over the customer data and voice network.
- Assist ProServ during Functionality testing.
- Make all network connections from all adjunct components to Customer LAN.
- Serve as implementation point of contact, establish project timeline and milestones.
- Monitor project status to keep project within scope and on-time.
- Review the available Customer network data and documentation.
- Meet with the Customer to confirm project requirements and logistics to establish priorities for the engagement timeline.
- Ensure that any customer required network requirements are completed prior to installation start date.
- Ensure/Request remote access for Altura prior to install.
- Order, receive, and inventory all equipment.
- Coordinate all required telephony and data personnel and ensure resources are available during System Cut/Functionality Testing.

- Provide acceptance testing criteria 5 days before start of project
- Conduct post-cutover project closure meeting and provide as built documentation and on-going customer support procedures to the Customer.
- Upload project documentation to Altura Central Storage
- Work with the customer to cutover the installed system into their production environment.
- Provide input to the Altura PM who will correlate all documentation of the engagement.
- Provide completion of installation and submission to the Customer of signed Functionality Testing (including Outstanding Items). Any outstanding Items will be worked to completion.
- Provide Day 1 support.

**3. Customer Specific Requirements** - In order to achieve a successful installation, Altura has the following expectations:

The Customer will

- Provide a Single Point of Contact (SPOC) who has a thorough understanding of the business requirements and technical environment and can make decisions on the customer's behalf.
- Complete Pre-Installation workbook(s) provided by Altura Project Manager by date(s) requested.
- Coordinate with customer's telephony and data personnel, as well as any network vendors as necessary to resolve any problems and to reach agreement on testing dates and times for this engagement.
- Complete all necessary hardware, software, and technical requirements and, if provided, return the signed checklist at least 1 week before this engagement begins.
- Provide Altura with suitable remote access.
- Provide VLAN and IP addressing schemes.
- Be responsible for all network routing.
- Ensure that any network problems are referred to Customer's network service provider or IT group and resolved.
- Work with Altura to reach agreement on verification of problem resolution testing.
- **NOTE: All applicable Customer items need to be complete before this engagement begins. Additional charges may apply for delays outside Altura's control.**

**4. Engagement Assumptions**

- The Quote/Statement of Work (SOW) Services Agreement contains a summary description of the services to be performed by Altura or its subcontractors.
- Any changes to the Statement of Work, additional out of scope services and rescheduling of dates/time experienced under this engagement shall be subject to Altura standard time and material rates. No oral statements by/from Altura or other party shall constitute an official modification of statement of work. All SOW changes shall be requested in writing and accepted/rejected by Altura in writing.
- Any incomplete site requirements, unrelated equipment and network unavailability may require additional visit(s), which will be billed at normal T & M rates, plus a visit charge per occurrence with associated travel cost.
- Travel to end user site will occur on first scheduled day of engagement. If previous day travel is necessary, an extra travel day charge will be incurred.
- All travel charges included in this SOW assume 15-day notice from point of scheduling unless otherwise firm quoted in advance of Purchase Order receipt. Any schedule changes to travel

reservations due to Customer rescheduling (for any reason) will result in additional charges that are the responsibility of the Customer. All date changes to already scheduled projects must be received in writing and are subject to a re-quote of all applicable charges.

**5. Engagement Exclusions** - The following items are excluded from this agreement, however Altura may be engaged separately for each of the following:

- Altura will not be responsible for any changes/modifications to the Customer's network infrastructure.
- Altura will not be responsible for any network routing.
- Altura will not be responsible for any network security or access control.
- Altura will not be responsible for configuring any VLANs other than data, voice, and wireless.

**6. Addendums (when required)**

**7. Customer Acceptance and Authorization**

<b>Altura Account Manager Name:</b>	<b>Phone Number:</b>	<b>E-Mail Address:</b>
<b>Altura Account Manager Signature:</b>		<b>Date Signed:</b>
<b>Customer SPOC (or authorized agent) Name:</b>	<b>Phone Number:</b>	<b>E-Mail Address:</b>
<b>Customer Signature:</b>		<b>Date Signed:</b>
<b>Project Management Disposition:</b>		<b>ACCEPT / REJECT</b>



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**PREPARED BY:** Ken R. Warren, Senior Civil Engineer *KRW*

**APPROVED BY:** Jon Blank, Public Works Director/City Engineer *JB*

**SUBJECT:** Resolution Approving an Improvement Agreement and Infrastructure Improvement Plans for Storm Drain Improvements for Aviano Unit 1 Subdivision 9249 (PW 676-1)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution approving an Improvement Agreement and Infrastructure Improvement Plans for storm drain improvements for Aviano Unit 1 Subdivision 9249 (PW 676-1) and authorize the City Manager to execute the Improvement Agreement in substantially the same form as attached.

### **STRATEGIC PURPOSE**

This item supports Long Term Strategic Goal K: Public Works & Engineering; to design, build, operate, maintain, steward and enhance Antioch's assets and resources in partnership with the community, and to create a safe, beautiful, highly functioning and desirable community. Specifically, it supports Strategy K-1: Ensure well maintained public facilities; and Strategy K-4: Prioritize infrastructure improvements to coincide with economic development goals. Additionally, this item supports Long Term Strategic Goal H: Planning, Entitlements and Permitting; to provide consistent and efficient entitlement, permitting, and development services to the public. Specifically, it supports Strategy H-4: Streamline entitlement and permit processes; and Strategy H-5: Grow Antioch's economy through residential development.

### **FISCAL IMPACT**

There is no projected financial impact. The developer has paid all required fees and is responsible for all costs of construction and maintenance until the City Council accepts the improvements.

### **DISCUSSION**

The applicant, De Nova Homes, dba Civic Aviano, LLC, requests approval of an Improvement Agreement and Infrastructure Improvement Plans for storm drain improvements to facilitate development of a 533-unit residential community on a portion of an approximately 184-acre site. The project is located on the easterly side of the Sand Creek Focus Area of the General Plan, west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (APNs 057-050-022, 057-030-005).



On September 8, 2015 the City Council adopted the Addendum to the Environmental Impact Report for the Aviano Adult Community Project; introduced the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC; approved a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site; introduced an Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards; and approved a Vesting Tentative Map/Final Development Plan and Use Permit for Phase 1, consisting of 127 units. On September 22, 2015 the City Council adopted Ordinance No. 2107-C-S approving the Development Agreement and Ordinance No. 2108-C-S approving a rezone to modify the current Aviano Adult Community Planned Development zone standards.

On May 23, 2017 the City Council approved an Improvement Agreement and improvement plans for an offsite sanitary sewer line and in-tract storm drain outfall improvements for Aviano Unit 1 Subdivision 9249. At this time, the applicant wishes to construct infrastructure storm drain improvements for Phase 1 during the current dry season (roughly April 15-October 15). If approved, Aviano will provide an irrevocable offer of dedication for a storm drain easement to the City, centered along the storm drain alignment shown on the infrastructure improvement plan, and construct a 48" – 60" storm drain line within the proposed easement area, along Hillcrest Avenue between Prewett Ranch Road and the basin/outfall to Sand Creek.

The applicant has begun mass grading the site and intends to apply to the City Council for approval of the final maps and the in-tract subdivision improvements for Phases 1, 2 and 3 at a later date. The irrevocable offer of dedication for storm drain easement will not be accepted by the City until the filing of the phased final maps. This action ensures that the City will have future access rights to maintain the storm drain line, if needed prior to approval of the phased final maps. Final map and improvement plan review for the first phase of the project has been completed and final map and improvement plan review for the second & third phases is underway/substantially completed. The final map for Phase 1 will create 127 single family lots in the northeast corner of the project and is consistent with the Vesting Tentative Map and the Antioch General Plan.

#### **ATTACHMENTS**

- A: Resolution
- B: Improvement Agreement
- C: Vicinity Map

**ATTACHMENT "A"**

**RESOLUTION NO. 2018/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AN IMPROVEMENT AGREEMENT AND INFRASTRUCTURE  
IMPROVEMENT PLANS FOR A STORM DRAIN LINE FOR  
AVIANO UNIT 1 SUBDIVISION 9249 (PW 676-1)**

**WHEREAS**, on September 8, 2015, the City Council adopted the Addendum to the Environmental Impact Report for the Aviano Adult Community Project; introduced the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC; approved a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site; introduced an Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards; and approved a Vesting Tentative Map/Final Development Plan and Use Permit for Phase 1 consisting of 127 units; and

**WHEREAS**, on September 22, 2015 the City Council adopted Ordinance No. 2107-C-S approving the Development Agreement and Ordinance No. 2108-C-S approving a rezone to modify the current Aviano Adult Community Planned Development zone standards, and

**WHEREAS**, on May 23, 2017 the City Council approved an Improvement Agreement and Improvement Plans for an offsite sanitary sewer line and in-tract storm drain outfall improvements for Aviano Unit 1 Subdivision 9249; and

**WHEREAS** this City Council has specifically found that the design of these improvements will not likely cause substantial environmental damage and is not likely to substantially and avoidably injure fish or wildlife or their habitats; and

**WHEREAS**, this City Council has specifically found that the design of these improvements will not likely cause serious public health problems; and

**WHEREAS**, the applicant has paid all the necessary fees, made all deposits required to date, and submitted the Improvement Agreement and the required bonds;

**NOW THEREFORE BE IT RESOLVED** that the Improvement Agreement for Aviano Unit 1 Subdivision 9249 and Infrastructure Improvement Plans relating thereto are hereby approved; and

**BE IT FURTHER RESOLVED** that the irrevocable offer of dedication for storm drain easement is hereby not accepted by the City of Antioch; and

**BE IT FURTHER RESOLVED** that the City Manager of the City of Antioch is hereby authorized to sign the Improvement Agreement in substantially the same form as attached hereto.



**RESOLUTION NO. 2018/\*\***

August 14, 2018

Page 2

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 14<sup>th</sup> day of August 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

A2

# ATTACHMENT "B"

## IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF ANTIOCH, hereinafter referred to as "City", and CIVIC AVIANO, LLC, hereinafter referred to as "Developer", both of whom understand as follows:

Developer has presented to City for approval an improvement plans (hereinafter called "Plans") entitled: "Aviano Subdivision 9249, Infrastructure Phase 1, Hillcrest Avenue Storm Drain Improvement Plans, City of Antioch, Contra Costa County, California."

The Plans have been filed with the City Engineer of City for presentation to the City Council of the City for its approval, which Plans are hereby referred to and incorporated herein;

Developer has requested approval of the Plans prior to the construction and completion of improvements, including all public utility facilities which are a part of, or appurtenant to, designated on the Plans, all in accordance with, and as required by, the plans for all or any of said improvements in, appurtenant to, or outside the limits of development, which plans are now on file in the office of the City Engineer of City;

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 9, Chapter 4 of the Antioch Municipal Code.

NOW THEREFORE, for and in consideration of the approval of the Plans and of the acceptance of the dedication, or some thereof, and in order to insure satisfactory performance by Developer's obligations under said Subdivision Map Act and said Municipal Code, the parties agree as follows:

1. PERFORMANCE OF WORK. Developer will do and perform or cause to be done and performed, at Developers own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the City Engineer of City, all of the following work and improvements within (and/or without) the dedication, to wit:
  - a) Those certain improvements designated and shown as a 48"- 60" storm drain line along future Hillcrest Avenue between Prewett Ranch Drive and the basin/outfall and other appurtenant on or off-site improvements, and Developer shall also do all work and furnish all materials necessary in the opinion of the City Engineer to complete the improvements in accordance with the plans on file, or with any changes required or ordered by said Engineer, which in his opinion are necessary or required to complete

B1

the work, at no cost to the City. All work shall meet the minimum construction standards contained in the City Construction Details and the State of California Department of Transportation Standard Specifications, current edition, unless noted otherwise by the City.

2. WORK: PLACES AND GRADES TO BE FIXED BY ENGINEER. All of said work is to be done to the satisfaction of the City Engineer, and to the grades as shown upon the plans and specifications on file in the office of the City Engineer.

3. WORK: TIME FOR COMMENCEMENT AND PERFORMANCE. At least twenty-four hours prior to the commencement of any work hereunder, Developer shall notify City Engineer in writing of the date fixed by Developer for commencement thereof, so that City Engineer shall be able to provide services of inspection.

The Developer will complete, or cause to be completed, all improvements in accordance with the plans on file as hereinbefore specified, including any changes required or ordered by the said Engineer pursuant to a time schedule approved by the City Engineer. The City Engineer may, from time to time, extend the schedule. The schedule shall be deemed to be extended if any completion date is not met and there is no objection from the City Engineer. Any such extension may be effective without notice to developer surety, and no extension shall release or modify the surety's liability on the bond to secure the faithful performance of this agreement, or for the payment of labor and materials.

The work shall be performed in a safe and good workmanlike manner, and enough workmen to quickly and adequately perform the work shall be employed and used. All work must comply with State of California, Division of Industrial Safety Construction Orders, and to the State of California Department of Transportation Standard Specifications, current edition. Compaction shall be 95% relative compaction to a depth of 30" (30 inches).

No work on any public improvement will be permitted unless performed in a safe, workmanlike manner, and unless sufficient workmen are on the job to adequately perform the work in that manner.

Except as approved by the City Engineer in writing, all work shall be performed Monday through Friday, excluding City holidays between the hours of 8:00 a.m. and 5:00 p.m.

Any contractor not performing as required by this agreement may, at the discretion of the City Engineer, be barred from doing any work within the City on any subdivision or any Public

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Works project for a maximum period of two years.

The Developer shall furnish a licensed Soils Engineer to test and certify that all cuts, fills, and trench backfill conform to the requirements of the City and State Codes.

4. REPAIRS AND REPLACEMENTS. Developer shall replace, or have replaced, or repair or have repaired, as the case may be, all pipes shown on the plan which have been destroyed or damaged, and Developer shall replace or have replaced, repair or have repaired, as the case may be, or pay the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

5. PERMITS, COMPLIANCE WITH LAW. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law. No permits will be issued until all Mitigation Monitoring Reporting Program (MMRP) checklist items have been completed and approved by the Community Development Department.

6. SUPERINTENDENCE BY DEVELOPER. Developer shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Developer.

7. INSPECTION BY CITY. Developer shall at all times maintain property facilities, and provide safe access for inspection by City to all parts of the work, and to the shops wherein the work is in preparation.

8. CONTRACT SECURITY. Concurrently with the execution hereof, Developer shall furnish: (1) A surety bond, or cash deposit in an amount equal to at least one hundred percent (100%) of the estimated cost of improvements as security for the faithful performance of this agreement; and (2) a separate surety bond or cash deposit in an equal amount to at least one hundred percent (100%) of the estimated cost of improvements as security for the payment of all

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persons performing labor and furnishing materials in connection with this agreement. The surety on each of said bonds, and the form thereof, shall be satisfactory to the City Attorney. All surety bonds and cash deposits furnished in connection with this agreement shall be held by the City and not released until sufficient time has elapsed after completion of construction so that the City is assured that no claim against the City in connection therewith can successfully be asserted. The faithful performance bond may be released by the City upon acceptance of the work in exchange for the Developer providing a warranty bond for the work. The labor and materials bond shall be reduced or released pursuant to Government Code section 66499.7(h). The warranty bond shall remain in effect for the period described in Paragraph No. 11 of this agreement.

9. HOLD-HARMLESS AGREEMENT. Developer hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, and employees, harmless from any liability for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer or Developer's contractors', sub-contractors', agents' or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, sub-contractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- a) That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer.
- b) That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision.

10. TITLE TO IMPROVEMENTS. Title to, and ownership of, all improvements constructed hereunder by Developer shall vest absolutely in Developer. Developer shall provide an



irrevocable offer of dedication of a public storm drain easement centered along the subject storm drain improvements to the City, at no cost to the City. Upon recordation of the final map and completion and acceptance of such improvements by City, title to, and ownership of, all improvements constructed hereunder by Developer shall vest absolutely with City.

11. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK. If, within a period of one year final acceptance of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Developer shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, as its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to City the actual cost of such repairs plus twenty-five percent (25%).

12. DEVELOPER NOT AGENT OF CITY. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

13. COST OF ENGINEERING AND INSPECTION. The Developer shall be responsible for the actual costs of all plan checking inspection, administration, and testing services furnished by the City in connection with this Agreement, including those performed by consultants under contract with the City (the "City Costs"). The Developer's subdivision inspection deposit and billing for hourly staff time shall be based upon the City of Antioch Master Fee Schedule in effect at the time this Agreement is fully executed. As work progresses, an invoice for staff time and materials shall be delivered each month to the Developer for payment. In addition, the Developer shall pay any direct City costs of all outside inspection, including soils and materials testing, as required by the City Engineer, promptly upon receipt of a City invoice for the work and prior to final acceptance of the improvements by City.

No work shall be performed without inspection by the City. Any work performed without an inspection will not be accepted by the City.

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All work which requires inspection shall be performed during the City's normal working hours and work days. If any work is performed before 8:00 a.m. and after 5:00 p.m., or on a City holiday, or on a weekend, there must be a request in writing three (3) working days in advance for an inspector during those hours. All overtime inspections will be invoiced at double the inspector's hourly cost to the City.

If an inspector is not available to work during such hours, as requested, no work shall be performed during those hours.

14. NOTICE OF BREACH AND DEFAULT. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged a bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, City Engineer or City Council may serve written notice upon Developer and Developer's surety of breach of this agreement, or of any portion thereof and default of Developer.

15. BREACH OF AGREEMENT: PERFORMANCE BY SURETY OR CITY. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of developer, and Developer's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of work and necessary therefore.

16. NOTICES. All notices herein required shall be in writing, and delivered in person or sent

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by registered mail, postage paid.

Notices required to be given to City shall be addressed as follows:

CITY ENGINEER/CITY HALL

P.O. BOX 5007

ANTIOCH, CA 94531-5007

Notices required to be given surety of Developer shall be addressed as follows:

DENOVA HOMES, INC.

C/O DAVID B. SANSON & DANA C. TSUBOTA

1500 WILLOW PASS CT.

CONCORD, CA 94520

Provided that any party or the surety may change such address by notice of writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Rowland E. Bernal, Jr., City Manager

Attest:

\_\_\_\_\_  
Arne Simonsen, CMC, City Clerk

Approved as to Form:

\_\_\_\_\_  
Derek P. Cole, Interim City Attorney

**DEVELOPER:**

CIVIC AVIANO, LLC

\_\_\_\_\_  
David Sanson, President

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**ATTACHMENT "C"**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*

**SUBJECT:** City Council Special Meeting Minutes of August 9, 2018

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting Minutes of August 9, 2018 to the next meeting.

### **STRATEGIC PURPOSE**

N/A

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Scott Buenting, Project Manager *SB*

**APPROVED BY:** Jon Blank, Public Works Director/City Engineer *JB*

**SUBJECT:** Application to the United States Bureau of Reclamation to Obtain a WaterSMART Desalination Construction Project Grant for the Brackish Water Desalination Project (P.W. 694)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the attached resolution and authorize the City Manager to submit a grant application, execute an agreement and certify funding to the United States Bureau of Reclamation for grant funding up to \$15,750,000 from the WaterSMART Desalination Construction Projects under the WIIN Act for the Brackish Water Desalination Project.

### **STRATEGIC PURPOSE**

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and Strategy K-2 by delivering high quality water to our customers. By investigating and pursuing alternative potable water sources, especially in times of severe drought and to improve treated water reliability, this project is an important part of maintaining a highly functioning and reliable water system.

### **FISCAL IMPACT**

This action will authorize the City to apply for \$15,750,000 in grant funding from the United States Bureau of Reclamation's WaterSMART Desalination Construction Projects under the Water Infrastructure Improvements for the Nation (WIIN) Act funding opportunity. The cost of preparing this grant application is included in an existing contract with Carollo Engineers. This grant program requires the recipient to provide a funding match of at least a 75% of the total cost of the project. The total cost of environmental certification, design and construction of this project is estimated to be \$63,000,000. The City's funding match may be satisfied through various sources including local funds, grants, loans or bonds. Staff is also exploring regional and private partnerships to contribute to the financing of this project.

### **DISCUSSION**

As the purveyor of the Antioch water system, the City treats and distributes raw water obtained from two sources; the San Joaquin River and the Contra Costa Canal. The City's ability to divert water from the San Joaquin River is dependent upon the concentration of chlorides in the water. During dry years, the chloride levels in the river



exceed that which is currently treatable at the Water Treatment Plant and therefore prohibit the City from obtaining water from the river. At these times, the City relies solely upon the Contra Costa Water District through the Contra Costa Canal for our raw water.

With pre-1914 adjudicated water rights to divert water for the needs of Antioch from the San Joaquin River, the City is in a unique and fortunate position of being able to pursue alternative means for treating water with high chloride levels. This process is often referred to as desalination, and involves removing chlorides from the water through membranes and disposing of the highly concentrated waste called "brine." The term desalination is actually more accurately used for ocean water that has very high chloride content. The chloride levels in the San Joaquin River are up to 100 times lower than that of ocean water; therefore, the water is considered brackish. Chloride removal from brackish water involves a similar process, but at a greatly reduced level of effort and cost.

The City has utilized \$1,000,000 from State Water Resources Control Board (SWRCB) Drinking Water State Revolving Fund (DWSRF) Loan program to identify grant opportunities and perform initial planning, engineering, and environmental certification of a brackish water treatment facility. A proposed location and layout of a brackish water desalination facility has been established within the footprint of the City's existing Water Treatment Plant (WTP). An area on the southern end of the plant appears suitable for the construction of a 6 million gallons per day (MGD), reverse osmosis, brackish water desalination facility with available area to expand the facility to 16 MGD if regional partnerships are developed. This setting would allow the brackish water desalination facility to utilize portions of the existing WTP for pretreatment. The installation of a new pipeline segment that would connect the City's River Pump pipeline on Lone Tree Way to the WTP provides a cost effective means of conveying raw water to the new facility. A brine disposal pipeline within existing City rights of way is contemplated from the WTP to Delta Diablo located off of the Antioch/Pittsburg Highway. The brine could be discharged through the existing Delta Diablo outfall.

On June 26, 2018, the City Council authorized the City Manager to submit a loan application to the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$55,000,000 to be used on an as-needed basis to fund the design and construction of a brackish water treatment facility. This application is currently being reviewed by the State.

On July 25, 2017, the City Council authorized the City Manager to submit an application to the California Department of Water Resources for grant funding up to \$10,000,000 for the design and construction of the Brackish Water Desalination project from the Proposition 1 Water Desalination Grant Program. In March 2018, the City was conditionally awarded this grant in the amount of \$10,000,000.

The United States Bureau of Reclamation (USBR) has recently issued a proposal solicitation package for the WaterSMART Desalination Construction Projects under the WIIN Act funding opportunity. This program has allocated \$18,000,000 of grant funding to support ocean and brackish water desalination projects. Funding from this grant is limited to 25% of the total design and construction cost of a single project. The City has not reviewed the Environmental Impact Report and selected a project, however Staff is

recommending an application be made to USBR to obtain WaterSMART Desalination Construction Projects under the WIIN Act funding in the amount of up to \$15,750,000 for the design and construction of the Brackish Water Desalination project. A resolution authorizing the grant application, execution of an agreement and certify funding for this grant opportunity must be submitted by August 26, 2018, which allows the City to continue to explore this funding opportunity

**ATTACHMENTS**

A: Authorizing Resolution



ATTACHMENT "A"

RESOLUTION NO. 2018/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE FILING OF A FINANCIAL ASSISTANCE APPLICATION WITH THE  
UNITED STATES BUREAU OF RECLAMATION FOR A GRANT UP TO \$15,750,000  
FROM THE WATERSMART DESALINATION CONSTRUCTION PROJECTS  
UNDER THE WIIN ACT FOR THE BRACKISH WATER DESALINATION PROJECT  
(P.W. 694)

**WHEREAS**, the United States Bureau of Reclamation is sponsoring funding for the WaterSMART Desalination Construction Projects under the Water Infrastructure Improvements for the Nation Act; and

**WHEREAS**, the City Council of the City of Antioch intends to apply for funding up to \$15,750,000 from the United States Bureau of Reclamation from the WaterSMART Desalination Construction Projects under the Water Infrastructure Improvements for the Nation Act for the Brackish Water Desalination Project (Project); and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Antioch that the City Manager or his/her designee is hereby authorized and directed to sign and file, for and on behalf of the City of Antioch, an application for funding from the United States Bureau of Reclamation for an amount not to exceed \$15,750,000, for the project Brackish Water Desalination project, under the terms and provisions of the WaterSMART Desalination Construction Projects under the Water Infrastructure Improvements for the Nation Act; and

**BE IT RESOLVED** that the City of Antioch hereby provides the aforementioned representative or his/her designee the legal authority to enter into an agreement; and

**BE IT RESOLVED** that the City Council of the City of Antioch reviewed and supports the application submitted; and

**BE IT RESOLVED** that the City of Antioch has the capability to provide the amount of funding and/or in-kind contributions specified in the funding plan; and

**BE IT RESOLVED** that the City of Antioch will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

\* \* \* \* \*

AI

**RESOLUTION NO. 2018/\*\***

August 14, 2018

Page 2

**I DO HEREBY CERTIFY** that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 14<sup>th</sup> day of August, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Carlos Zepeda, Lead Street Maintenance Worker *CZ*

**APPROVED BY:** Jon Blank, Public Works Director *JB*

**SUBJECT:** Various Asphalt Repairs – Service Cuts Bid Award

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### RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution awarding the Various Asphalt Repairs – Service Cuts contract to G&S Paving Inc., in the amount of \$235,855.85 for the period of September 1, 2018 through March 1, 2019 and an additional \$100,000 for unscheduled repairs for a total budget not to exceed \$335,355.85.

### STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan to ensure well maintained public facilities, rights-of-way and parks. By permanently paving utility service cuts in our roadways, this project fulfills an integral part of operating and maintaining Antioch's assets to create a safe, beautiful, highly functional and desirable community; and Strategy K-5, which reduces liability by eliminating a significant number of locations for potential pot hole claims.

### FISCAL IMPACT

Funding for this expenditure is included in the adopted fiscal year 2018/19 budget in the Water and Sewer Enterprise Funds.

### DISCUSSION

This service contract provides permanent asphalt repairs to roadways after water and sewer utility service repairs are completed. The contract amount is for service repairs that are necessary at this time. The additional funding is for new service cuts that may occur during the contract period.

The Department of Public Works published the Various Asphalt Repairs - Service Cuts request for bids on July 11, 2018; the bid closed on July 24, 2018. Bids were solicited from eight contractors; and four complete and qualified submittals were received. G&S Paving Inc. is the low bidder at a cost comparable to the previous contract. The tabulation of bids is attached.



**ATTACHMENTS**

- A. Resolution
- B. Tabulation of Bids

**ATTACHMENT "A"**

**RESOLUTION NO. 2018/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE AWARD OF VARIOUS ASPHALT REPAIRS – SERVICE CUTS  
CONTRACT TO G&S PAVING INC.**

**WHEREAS**, the City of Antioch requested formal bid responses to permanently repair asphalt service cuts following Water Distribution and Sewer Collection utility service repair; and

**WHEREAS**, G&S Paving submitted the lowest bid in the amount of \$235,355.85 to complete these asphalt service cuts; and

**WHEREAS**, an additional \$100,000 has been budgeted for unscheduled repairs;

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves an agreement with G&S Paving Inc. to permanently repair asphalt due to utility service cuts in the amount not to exceed \$335,355.85 in a form to be approved by the City Attorney.

\* \* \* \* \*

**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 14<sup>th</sup> day of August 2018, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

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

# ATTACHMENT "B"



**VARIOUS ASPHALT REPAIRS - SERVICE CUTS BID NO. 968-0724-18A**  
**BID CLOSED: JULY 24, 2018**  
**BID TABULATION**

<b>G&amp;S Paving Inc.</b>					
	<b>Grand Total:</b>	<b>\$235,355.85</b>			
	<u>Line Items</u>	<u>Unit Cost</u>	<u>Units/Qty</u>	<u>Sub Totals</u>	<u>Line Item Totals</u>
A.)	Saw Cutting	\$2.00 x	8,595 =	\$17,190.00	\$17,190.00
B.)	Raise Utilities				\$14,063.00
	Valve Can	\$224.00 x	55 =	\$12,320.00	
	Man Holes	\$249.00 x	7 =	\$1,743.00	
	Rodding Inlets	x	0 =	\$0.00	
C.)	Asphalt	\$5.95 x	34,303 =	\$204,102.85	\$204,102.85
<b>AJW Construction</b>					
	<b>Grand Total:</b>	<b>\$257,207.00</b>			
	<u>Line Items</u>	<u>Unit Cost</u>	<u>Units/Qty</u>	<u>Sub Totals</u>	<u>Line Item Totals</u>
A.)	Saw Cutting	\$2.50 x	8,595 =	\$21,487.50	\$21,487.50
B.)	Raise Utilities				\$12,750.00
	Valve Can	\$200.00 x	55 =	\$11,000.00	
	Man Holes	\$250.00 x	7 =	\$1,750.00	
	Rodding Inlets	\$500.00 x	0 =	\$0.00	
C.)	Asphalt	\$6.50 x	34,303 =	\$222,969.50	\$222,969.50
<b>G &amp; S Paving</b>					
	<b>Grand Total:</b>	<b>\$276,122.54</b>			
	<u>Line Items</u>	<u>Unit Cost</u>	<u>Units/Qty</u>	<u>Sub Totals</u>	<u>Line Item Totals</u>
A.)	Saw Cutting	\$4.00 x	8,595 =	\$34,380.00	\$34,380.00
B.)	Raise Utilities				\$29,750.00
	Valve Can	\$350.00 x	55 =	\$19,250.00	
	Man Holes	\$1,500.00 x	7 =	\$10,500.00	
	Rodding Inlets	\$0.00 x	0 =	\$0.00	
C.)	Asphalt	\$6.18 x	34,303 =	\$211,992.54	\$211,992.54
<b>Alaniz Construction, Inc.</b>					
	<b>Grand Total:</b>	<b>\$382,638.10</b>			
	<u>Line Items</u>	<u>Unit Cost</u>	<u>Units/Qty</u>	<u>Sub Totals</u>	<u>Line Item Totals</u>
A.)	Saw Cutting	\$5.30 x	8,595 =	\$45,553.50	\$45,553.50
B.)	Raise Utilities				\$55,800.00
	Valve Can	\$900.00 x	55 =	\$49,500.00	
	Man Holes	\$900.00 x	7 =	\$6,300.00	
	Rodding Inlets	\$900.00 x	0 =	\$0.00	
C.)	Asphalt	\$8.20 x	34,303 =	\$281,284.60	\$281,284.60

**No Bids:** APCO Paving Co.


American Asphalt Northern California  
 Granite Construction  
 Teichert Construction  
 MCK Services, Inc.  
 Redgwick Construction



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

**SUBJECT:** League of California Cities Annual Conference Resolutions Packet

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### **RECOMMENDED ACTION**

It is recommended that the City Council review and discuss the League of California Cities Annual Conference Resolutions Packet and provide direction to the voting delegate (Councilmember Ogorchock).

### **STRATEGIC PURPOSE**

**Long Term Goal L:** Provide exemplary City administration. In order to be good administrators and leaders within our Community and the region, it is essential that we participate in regional activities and events such as the League of California Cities annual conference. The conference is focused on information and legislation of importance to local governments statewide.

### **FISCAL IMPACT**

There is no fiscal impact

### **DISCUSSION**

At the June 12<sup>th</sup> City Council meeting, the City Council appointed Councilmember Ogorchock as our 2018 voting delegate for the League of California Cities Annual Conference. Councilmember Ogorchock will be representing Antioch's vote on two (2) resolutions before the League General Assembly. This is the opportunity for the City Council to discuss the resolutions and provide direction to Councilmember Ogorchock as to the City's intended vote. The resolutions are:

1. Resolution of the League of California Cities calling upon the League to respond to the increasing vulnerabilities to Local Municipal Authority, Control and Revenue and explore the preparation of a Ballot Measure and/or Constitutional Amendment that would further strengthen local democracy and authority.
2. A Resolution of the League of California Cities declaring its commitment to support the repeal of preemption in California Food and Agriculture Code 11501.1 that prevents Local Governments from Regulating Pesticides.

The background and analysis of these resolutions are included in the attached packet.

**ATTACHMENTS**

- A. League of California Cities Annual Conference Resolutions Packet.



*Annual Conference  
Resolutions Packet*

*2018 Annual Conference Resolutions*



*Long Beach, California*

*September 12 – 14, 2018*

## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

**POLICY COMMITTEES:** Five policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality, Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, September 12, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, September 13, at the Hyatt Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 13. Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: [mdesmond@cacities.org](mailto:mdesmond@cacities.org) or (916) 658-8224

## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).



## LOCATION OF MEETINGS

### **Policy Committee Meetings**

Wednesday, September 12, 9:00 – 11:00 a.m.  
Hyatt Regency Long Beach  
200 South Pine Avenue, Long Beach

### **The following committees will be meeting:**

1. Environmental Quality
2. Governance, Transparency & Labor Relations
3. Housing, Community & Economic Development
4. Revenue & Taxation
5. Transportation, Communication & Public Works

### **General Resolutions Committee**

Thursday, September 13, 1:00 p.m.  
Hyatt Regency Long Beach  
200 South Pine Avenue, Long Beach

### **Annual Business Meeting and General Assembly Luncheon**

Friday, September 14, 12:30 p.m.  
Long Beach Convention Center  
300 East Ocean Boulevard, Long Beach

**KEY TO ACTIONS TAKEN ON RESOLUTIONS**

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee  
 2 - General Resolutions Committee  
 3 - General Assembly

**ENVIRONMENTAL QUALITY POLICY COMMITTEE**

		1	2	3
2	Repeal Preemption of Regulating Pesticides			

**GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE**

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

**HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE**

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

**REVENUE & TAXATION POLICY COMMITTEE**

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

**TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE**

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee’s page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet will be posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

**KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)**

Resolutions have been grouped by policy committees to which they have been assigned.

**KEY TO REVIEWING BODIES**

- 1. Policy Committee
- 2. General Resolutions Committee
- 3. General Assembly

**KEY TO ACTIONS TAKEN**

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study
- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

**ACTION FOOTNOTES**

- \* Subject matter covered in another resolution
- \*\* Existing League policy
- \*\*\* Local authority presently exists

**Procedural Note:**

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

**1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE LEAGUE TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE AND EXPLORE THE PREPARATION OF A BALLOT MEASURE AND/OR CONSTITUTIONAL AMENDMENT THAT WOULD FURTHER STRENGTHEN LOCAL DEMOCRACY AND AUTHORITY**

Source: City of Beverly Hills

Concurrence of five or more cities/city officials: Cities: Arcadia, Burbank, Cupertino; Duarte; Oceanside; Ontario; Palo Alto; Redondo Beach; Santa Cruz; Sunnyvale; Torrance; West Hollywood

Referred to: Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works Policy Committees

**WHEREAS**, the State of California is comprised of diverse communities that are home to persons of differing backgrounds, needs, and aspirations; yet united by the vision that the most accessible, responsive, effective, and transparent form of democratic government is found at the local level and in their own communities; and

**WHEREAS**, subsidiarity is the principle that democratic decisions are best made at the most local level best suited to address the needs of the People, and suggests that local governments should be allowed to find solutions at the local level before the California Legislature imposes uniform and overreaching measures throughout the State; and

**WHEREAS**, the California Constitution recognizes that local self-government is the cornerstone of democracy by empowering cities to enact local laws and policies designed to protect the local public health, safety and welfare of their residents and govern the municipal affairs of charter cities; and

**WHEREAS**, over recent years there have been an increasing number of measures introduced within the Legislature or proposed for the state ballot, often sponsored by powerful interest groups and corporations, aimed at undermining the authority, control and revenue options for local governments and their residents; and

**WHEREAS**, powerful interest groups and corporations are willing to spend millions in political contributions to legislators to advance legislation, or to hire paid signature gatherers to qualify deceptive ballot proposals attempting to overrule or silence the voices of local residents and their democratically-elected local governments affected by their proposed policies; and

**WHEREAS**, powerful interest groups and corporations propose and advance such measures because they view local democracy as an obstacle that disrupts the efficiency of implementing corporate plans and increasing profits and therefore object when local residents—either through their elected city councils, boards of supervisors, special district boards, or by action of local voters—enact local ordinances and policies tailored to fit the needs of their individual communities; and

**WHEREAS**, public polling repeatedly demonstrates that local residents and voters have the highest levels of confidence in levels of government that are closest to the people, and thus would be likely to strongly support a ballot measure that would further strengthen the ability of communities to govern themselves without micromanagement from the state or having their authority undermined by deep-pocketed and powerful interests and corporations.

**RESOLVED** that the League of California Cities should assess the increasing vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy to best preserve their local quality of life.

## Background Information on Resolution No. 1

**Source:** City of Beverly Hills

### **Background:**

The relationship between the state and cities functions best as a partnership where major policy issues are approached by the state with careful consideration of the varied conditions among the state's 482 cities and 58 counties. There should be an appreciation of the importance of retaining local flexibility to tailor policies to reflect the needs and circumstances of the local community. Still, cities have had to respond to state legislation that undermines the principle of "local control" over important issues such as land use, housing, finance, infrastructure, elections, labor relations and other issues directly affecting cities.

Alexis de Tocqueville's "Democracy in America" examined the operation of the principle of subsidiarity in the early 19<sup>th</sup> century. Subsidiarity is an organizing principle that states matters should be handled by the smallest, lowest or least centralized competent authority. Tocqueville wrote that "Decentralization has not only an administrative value, but also a civic dimension, since it increases the opportunities for citizens to take interest in public affairs; it makes them get accustomed to using freedom." Tocqueville's works were first published in 1835 with a second volume published in 1840. The United States had a population of just 17 million people in 1840, less than 50% of the population of California today and yet there was value found in decentralization.

Another consideration is to examine how the European Union ("EU") operates. There are two prime guiding principles for the EU. The first is principle of conferral, which states that the EU should act only within the limits of the competences conferred on it by the treaties. The second, which is relevant to this resolution, is the principle of subsidiarity, which states that the EU should act only where an objective cannot be sufficiently achieved by the member states acting alone. Sacramento should operate in a similar manner and only govern when objectives need to be achieved at a much larger level than a local government.

For years, Governor Jerry Brown himself has spoken on the principle of "subsidiarity." Governor Brown has asserted for numerous years that local officials should have the flexibility to act without micromanagement from Sacramento.

Legislation introduced in both 2017 and 2018 by the state legislature has continually threatened local control in flagrant opposition to the principle of subsidiarity. This has included, but not been limited to, Senate Bill 649 (Hueso) Wireless Telecommunications Facilities ("SB 649") in 2017; AB 252 (Ridley-Thomas) Local government: taxation: prohibition: video streaming services ("AB 252") in 2017; and Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus ("SB 827") in 2018.

SB 649 would have applied to all telecommunications providers and the equipment they use, including "micro-wireless," "small cell," and "macro-towers," as well as a range of video and cable services. The bill would have allowed the use of "small cell" wireless

antennas and related equipment without a local discretionary permit in all zoning districts as a use by-right, subject only to an administrative permit. Additionally, SB 649 provided a de facto CEQA exemption for the installation of such facilities and precluded consideration by the public for the aesthetic, nuisance, and environmental impacts of these facilities. SB 649 would have also removed the ability for cities to obtain fair and reasonable compensation when authorizing the use of public property and rights of way from a “for profit” company for this type of use.

SB 649 passed out of the State Assembly by a vote of 46-16-17 and out of the State Senate by a vote of 22-10-8 despite over 300 cities and 47 counties in California providing letters of opposition. Ultimately, Governor Brown vetoed the bill as he believed “that the interest which localities have in managing rights of way requires a more balanced solution than the one achieved in this bill.” It is strongly believed that the issue of wireless telecommunications facilities is not over and it is anticipated that legislation will be introduced on this topic in January 2019.

Another example of an incursion into local control was AB 252, which would have prohibited any tax on the sale or use of video streaming services, including sales and use taxes and utility user taxes. Over the last two decades, voters in 107 cities and 3 counties have adopted measures to modernize their Utility User Tax (“UUT”) ordinances. Of these jurisdictions, 87 cities and 1 county approved ordinances to allow a UUT on video providers. Prior to its first Committee hearing, AB 252 received opposition letters from 37 cities, the League of California Cities, South Bay Council of Governments, California Contract Cities Association, and nine other organizations. This bill failed in the Assembly Revenue and Taxation Committee 8-0-2, which the author of the Committee chaired.

More recently, SB 827 would have overridden local control on housing development that was within ½ mile of a major transit stop or ¼ mile from a high-quality bus corridor as defined by the legislation with some limitations. On April 17, 2018, SB 827 failed in the Senate Transportation and Housing Committee 4-6-3 but was granted reconsideration. State legislators have indicated they will continue to introduce legislation that will override local zoning ordinances for the development of affordable housing in conjunction with mixed use and/or luxury condominium/apartment housing.

These are just three examples of the increasing attempts by Sacramento to supersede local control. Presently, there are discussions occurring in Sacramento to ban cities from creating their own municipal broadband or to prohibit local ordinances over the regulation of shared mobility devices such as dockless electric scooters. These decisions should remain with each individual jurisdiction to decide based on the uniqueness of their community and the constituents that live in each city.

Often fueled by the actions of special interest groups, Sacramento is continually attempting to overreach their authority with various incursions on local control. The desire in Sacramento to strip communities of their ability to make decisions over issues which should remain at the local level seems to intensify each state legislative cycle. Increasingly, legislation is being introduced with a “one-size-fits-all” approach which is detrimental in a

state with over 40 million residents that have extremely diverse communities from the desert to the sea, from the southern to the northern borders.

Loren King in the book “Cities, Subsidiarity and Federalism” states, “Decisions should be made at the lowest feasible scale possible”. The proposed resolution directs the League of California Cities to assess the increasing vulnerabilities to local authority, control and revenue. It also directs the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment which would aim to ensure that decisions are made as close to home as possible.

Local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state’s voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic. Any ballot measure and/or constitutional amendment should institutionalize the principle of subsidiarity, while encouraging inclusive regional cooperation that recognizes the diversity of California’s many individual communities. The time has come to allow the residents of California’s voters to decide if they prefer top down governance from Sacramento or bottom up governing from their own locally elected officials.



## **League of California Cities Staff Analysis on Resolution No. 1**

Staff: Dan Carrigg, Johnnie Pina  
Committees: Governance, Transparency and Labor Relations  
Housing, Community & Economic Development  
Revenue & Taxation  
Transportation, Communication and Public Works

### **Summary:**

This Resolution states that the League of California Cities should assess the vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

### **Background:**

The City of Beverly Hills is sponsoring this resolution in reaction to their concerns over measures coming from the Legislature and the initiative process attempting to roll back local control and hinder cities from providing optimal services to their residents.

As examples, the city cites the 2017-2018 legislative cycle, the Legislature introduced bills such as Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, and AB 252 (Ridley-Thomas) proposing to prohibit taxes on video streaming services, and more recently Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing. SB 649 was vetoed by the Governor and SB 827 died in policy committee, however if these measures had been signed into law they would have impinged on the ability of a local government to be responsive to the needs of their constituents.

The city maintains that "local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic."

### **Fiscal Impact:**

By requesting the League to "assess" vulnerabilities and "explore" the preparation of a ballot measure that would further protect local authority, there are no proposals to be quantified. But it is presumed that the League would not pursue a measure that did not have positive impacts of further protecting local authority.

For the League as an organization, however, the fiscal impact of sponsoring a ballot measure can be very expensive. It can take several million dollars to qualify a measure via signature gathering, and much more to fund an effective campaign and overcome organized opposition.

### **Comments:**

- 1) Ballot measure advocacy is a settled aspect of California's political process. This year's November ballot is an example of that, with proposals ranging from dividing California

into three states, restoring rent control, repealing transportation funding, to funding housing and water bonds. Three other measures are not on the November ballot after their sponsors spent millions gathering signatures to qualify measures, then leveraged last-minute legislative deals in exchange for pulling them from the ballot.

- 2) Most major stakeholder organizations in Sacramento have realized that they cannot rely on legislative advocacy alone to protect their interests, but must develop and maintain the capacity to protect their interests in the ballot process as well.
- 3) The League has been engaged in ballot advocacy for nearly 20 years. In the early 2000's, city officials were angered by repeated state raids of local revenues. These concerns led to the League --for the first time in its then 100-year history--developing a ballot advocacy infrastructure that included forming and fundraising for an issues political action committee (PAC), establishing a network of regional managers, and building a coalition with other organizations that ultimately led to the passage of Prop. 1A of 2004. Over the years, the League's successful campaigns include the passage of Proposition 1A and Proposition 99 and the defeat of Propositions 90 and 98.

**a. Yes on Proposition 1A (2004)**

As a result of the passage of Prop 1A, local government revenues that otherwise would have been raided by the state legislature were kept in local coffers. This resulted in increased funding for public safety, health, libraries, parks and other locally delivered services. Proposition 1A PASSED WITH 83.7% OF THE VOTE.

**b. No on Proposition 90 (2006)**

Prop. 90 was a well-financed special interest-backed initiative that sought to eliminate most of local governments' land use decision making authority. Led by the League, the opposition educated voters on how this measure's far reaching provisions would have cost taxpayers billions of dollars by driving up the cost of infrastructure projects, prevented voters and state and local agencies from enacting environmental protections, jeopardized public safety services and more. Proposition 90 FAILED WITH 52.4% OF THE VOTERS VOTING NO.

**c. No on Proposition 98 Yes on Proposition 99 (2008)**

Given the hidden agendas within Prop 98, our message was not always an easy one to communicate to the electorate. The No on 98/ Yes on 99 campaign was able to educate voters on the important differences between both measures. As a result, important eminent domain reforms were enacted and both land use decision making and rent control were preserved within our communities. Proposition 98 FAILED WITH 61.6% OF THE VOTERS VOTING NO. Proposition 99 PASSED BY 61% OF THE VOTE.

**d. Yes on Proposition 22 (2010)**

As a result of the passage, local governments have been able to pay for infrastructure investment, create local jobs and avoid devastating cuts in our communities. Proposition 22 APPROVED BY 60.7% OF VOTERS.

- 4) While the League has been able to recently defeat several major legislative proposals aimed at undermining local authority, and avoid a battle over the Business Roundtable's measure in November due to the "soda tax" deal, the threats to local authority and revenue remain a constant concern. Other interest groups may be emboldened by some of the recent "deals" cut by ballot proponents and seek to implement similar strategies for the 2020 ballot. The next Governor may also have different philosophies than Governor Jerry Brown on "subsidiarity."
- 5) The League's President opted to send this resolution to four policy committees for several reasons: (a) the recent major threats to local control covered broad policy areas: telecom, land use, contracting, and revenue; and (b) having this issue vetted broadly within the League policy process will provide a better assessment of the depth of concern for the vulnerability to local control within the membership
- 6) If the membership chooses to approve this measure, it is strongly advisable to retain continued flexibility for the League to "assess" vulnerabilities and "explore" options. Any ballot initiative consideration must be approached very carefully by the organization. It is a difficult and very expensive endeavor that can have additional political ramifications. For 120 years the League's core mission has been to protect local control - and it has gone to the ballot successfully before to do so -- but any such effort must be approached thoughtfully, prudently and cautiously.

### **Existing League Policy:**

Related to this Resolution, existing policy provides:

- The League of California Cities' Mission Statement is, "To expand and protect local control for cities through education and advocacy. To enhance the quality of life for all Californians"
- The League of California Cities' Summary of Existing Policy and Guidelines states, "We Believe
  - Local self-governance is the cornerstone of democracy.
  - Our strength lies in the unity of our diverse communities of interest.
  - In the involvement of all stakeholders in establishing goals and in solving problems.
  - In conducting the business of government with openness, respect, and civility.
  - The spirit of public service is what builds communities.
  - Open decision-making that is of the highest ethical standards honors the public trust.
  - Cities are the economic engine of California.
  - The vitality of cities is dependent upon their fiscal stability and local autonomy.
  - The active participation of all city officials increases the League's effectiveness.
  - Focused advocacy and lobbying is most effective through partnerships and collaboration.
  - Well-informed city officials mean responsive, visionary leadership, and effective and efficient
  - city operations."
- Click here to view the [Summary of Existing Policy and Guiding Principles 2018](#).

**Support:**

The following letters of concurrence were received: Steven Scharf, Cupertino City Council Member; Michael S. Goldman, Sunnyvale City Council; Lydia Kou, Palo Alto City Council Member; David Terrazas, Mayor of Santa Cruz; Peter Weiss, Mayor of Oceanside; Alan D. Wapner, Mayor pro Tem of Ontario; Patrick Furey, Mayor of Torrance; Lauren Meister, West Hollywood Council Member; Liz Reilly, Duarte Mayor Pro Tem; Bill Brand, Mayor of Redondo Beach; Sho Tay, Mayor of Arcadia; Emily Gabel-Luddy, Mayor of Burbank.

**2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES**

Source: City of Malibu

Concurrence of five or more cities/city officials: Cities: Agoura Hills; Calabasas; Davis; Menlo Park; Moorpark; Ojai; Oxnard; Richmond; West Hollywood

Referred to: Environmental Quality

**WHEREAS**, anticoagulant rodenticides are poisonous bait products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals, including pets, that accidentally ingest the products. Approximately 10,000 children under the age of six are accidentally poisoned by anticoagulant rodenticides each year nationwide; and

**WHEREAS**, in response to these harms, the California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides; and

**WHEREAS**, the state of California currently only recognizes the harm posed by second-generation anticoagulant rodenticides, which are prohibited in state wildlife habitat areas but are still available for agricultural purposes and by certified applicators throughout the state of California; and

**WHEREAS**, first-generation anticoagulant rodenticides are still available to the public and used throughout California without limitation; and

**WHEREAS**, nonpoisonous rodent control methods, such as controlling trash, sealing buildings, setting traps, erecting raptor poles and owl boxes, and removing rodent nesting areas are also effective rodent control methods; and

**WHEREAS**, the state of California preempts cities from regulating pesticides; and

**WHEREAS**, many cities across California have passed resolutions restricting pesticide use on city property and have expressed the desire to ban the use of pesticides within their jurisdictions.

**NOW, THEREFORE, BE IT RESOLVED** by the General Assembly of the League of California Cities, assembled in Long Beach, California on September 14, 2018, to do as follows:

1. Encourage the state of California to fund and sponsor further research into the negative impacts of anticoagulant rodenticides to determine whether the use of these products should be further restricted or banned statewide.

2. Direct the League of California Cities staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impact of anticoagulant rodenticides;
3. Encourage cities throughout California to eliminate use of anticoagulant rodenticides as part of their maintenance program in city-owned parks, lands, and facilities and to report on the effectiveness of other rodent control methods used in their maintenance program;
4. Encourage property owners throughout California to eliminate use of anticoagulant rodenticides on their properties;
5. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of anticoagulant rodenticides;
6. Endorse a repeal of California Food and Agriculture Code § 11501.1 to end local preemption of regulating pesticides; and
7. Call for the Governor and the Legislature to work with the League of California Cities and other stakeholders to consider and implement this reform.

## **Background Information on Resolution**

Source: City of Malibu

Background:

### **A. Anticoagulant rodenticides are unnecessarily destructive and dangerous**

Anticoagulant rodenticides contain lethal agents that disrupt the normal blood clotting or coagulation process causing dosed rodents to die from uncontrolled bleeding or hemorrhaging. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait. Animals commonly targeted by anticoagulant rodenticides include rats, mice, gophers and squirrels. Non-target predator wildlife victims, which are exposed to an 80-90% risk of poisoning, include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. The endangered species at risk of poisoning include fishers, spotted owls, and San Joaquin foxes. The use of anticoagulant rodenticides not only harms rodents, but it commonly harms pets, such as dogs, cats, and bunnies, and other wildlife that mistakenly eat the bait through primary poisoning or that unknowingly consume animals that have ingested the anticoagulant rodenticide through secondary poisoning. Children also suffer poisoning by mistakenly ingesting anticoagulant rodenticides.

California recognizes the grave harm that can be caused by anticoagulant rodenticides and has partially restricted access to second-generation anticoagulant rodenticides by the public:

Because of documented hazards to wildlife, pets and children, the California Department of Pesticide Regulation has restricted public access to some of these materials in California. As of July 1, 2014, rodenticide products containing the active ingredients brodifacoum, bromadiolone, difethialone and difenacoum are only to be used by licensed applicators (professional exterminators).<sup>1</sup>

California has also prohibited the use of these ingredients in any “wildlife habitat area,” which is defined as “any state park, state wildlife refuge, or state conservancy.”<sup>2</sup>

The United State Environmental Protection Agency<sup>3</sup> and the California Department of Pesticide Regulation<sup>4</sup> have both documented in detail the damage to wildlife from second-generation anticoagulant rodenticides in support of the 2014 consumer ban on the purchase and use of the products. While first-generation anticoagulant rodenticides are less toxic, they are far more abundant due to their continued availability to all members of public.<sup>4</sup> The California Department of Fish & Wildlife was tasked with collecting data on poisoning incidents to ascertain the effectiveness of the restrictions on second-generation anticoagulant rodenticides. After almost four years of collecting data, there was no evidence supporting a reduction in the number of poisonings.

<sup>1</sup> <https://www.wildlife.ca.gov/living-with-wildlife/rodenticides>.

<sup>2</sup> Cal. Food and Agric. Code § 12978.7.

<sup>3</sup> <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

<sup>4</sup> [https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum\\_final\\_assess.pdf](https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum_final_assess.pdf)

Recent studies by the University of California, Los Angeles and the National Park Service on bobcats have shown that first-generation anticoagulant rodenticide poisoning levels similar to the second-generation anticoagulant rodenticides poisoning levels.<sup>5</sup> A comprehensive study of 111 mountain lions in 37 California counties found first-generation anticoagulant rodenticides in the liver tissue of 81 mountain lions (73% of those studied) across 33 of the 37 counties, and second-generation anticoagulant rodenticides in 102 mountain lions (92% of those studied) across 35 of the 37 counties.<sup>6</sup> First-generation anticoagulant rodenticides were identified as contributing to the poisoning of Griffith Park mountain lion, P-22, (who was rescued), and the deaths of Newbury Park mountain lion, P-34, and Verdugo Hills mountain lion, P-41.

This data demonstrates the inadequacy of current legislative measures to ameliorate the documented problem caused by both second-generation and first-generation anticoagulant rodenticides.

**B. State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides**

A general law city may not enact local laws that conflict with general state law.<sup>7</sup> Local legislation that conflicts with state law is void.<sup>8</sup> A local law conflicts with state law if it (1) duplicates, (2) contradicts, or (3) enters a field that has been fully occupied by state law, whether expressly or by implication. A local law falling into any of these categories is “preempted” and is unenforceable.

State law expressly bars local governments from regulating or prohibiting pesticide use. This bar is codified in the California Food and Agricultural Code § 11501.1(a):

This division and Division 7 . . . are of statewide concern and occupy the whole field of regulation regarding the registration, sale, transportation, or use of pesticides to the exclusion of all local regulation. Except as otherwise specifically provided in this code, no ordinance or regulation of local government, including, but not limited to, an action by a local governmental agency or department, a county board of supervisors, or a city council, or a local regulation adopted by the use of an initiative measure, may prohibit or in any way attempt to regulate any matter relating to the registration, transportation, or use of pesticides, and any of these ordinances, laws or regulations are void and of no force or effect.

State law also authorizes the state to take action against any local entity that promulgates an ordinance or regulation that violates § 11501.1(a).<sup>9</sup> The statute was specifically adopted to overrule a 30 year old court decision in *People v. County of Mendocino*,<sup>10</sup> which had held that a

<sup>5</sup> L. E. K. Serieys, et al, “Anticoagulant rodenticides in urban bobcats: exposure, risk factors and potential effects based on a 16-year study,” *Ecotoxicology* (2015) 24:844–862.

<sup>6</sup> J. Rudd, et al, “Prevalence of First-Generation and Second-Generation Rodenticide Exposure in California Mountain Lions,” Proceeding of the 28<sup>th</sup> Vertebrate Pest Conference, February 2018.

<sup>7</sup> Cal. Const. art. XI § 7.

<sup>8</sup> *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, 743.

<sup>9</sup> Cal. Food and Agric. Code § 11501.1, subd. (b).

<sup>10</sup> *People ex rel. Deukmejian v. County of Mendocino* (1984) 36 Cal. 3d 476.



local regulation prohibiting aerial application of phenoxy herbicides was not then preempted by state or federal law.<sup>11</sup>

The use of pesticides is broadly regulated by state law. In the language of preemption law, the state “occupies the field,” leaving no room for additional local law on the subject. Accordingly, a city’s ban on the use of anticoagulant rodenticides would be unenforceable.

**C. California should repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to decide how to regulate pesticides within their own jurisdictions based on local concerns**

The state of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Recognizing that cities’ power to “make and enforce within its limits all local, police, sanitary, and other ordinances and regulations” is presently preempted by the general laws of the state, cities throughout California request that the state provide cities with the authority to decide how to deal with rodents based on their land use.

Depending on such land use, cities may decide to allow the use of nonpoisonous control methods, non-anticoagulant rodenticides, or anticoagulant rodenticides, if necessary. Nonpoisonous methods to control rodent pests, include sealing entrances to buildings, sanitizing property, removing rodent habitats, such as ivy or wood piles, setting traps, and erecting raptor poles or owl boxes. For example, a recent landmark study by Ventura County established that installing raptor poles for hawks and owls was more effective than anticoagulant rodenticides in reducing the damage to water control levees caused by ground squirrel burrows. Burrows decreased by 66% with the change.<sup>12</sup>

The ultimate goal is to allow cities to address their local concerns with the input of community members at open and public meetings. Presently, cities are unable to adequately address local concerns; they are limited to encouraging or discouraging behavior.

**D. Conclusion**

The negative effects from the use of anticoagulant rodenticides across California has garnered the interest of cities and community members to remedy the problem. By presenting this resolution to the League of California Cities, the City of Malibu hopes to organize support and gain interest at the state level to repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to regulate pesticides based on individual, local concerns.

<sup>11</sup> *IT Corp. v. Solano County Bd. Of Supervisors* (1991) 1 Cal. 4th 81, fn. 9; *Turner v. Chevron USA Inc.*, 2006 WL 1314013, fn. 14 (unpublished).

<sup>12</sup> <http://vcportal.ventura.org/BOS/District2/RaptorPilotStudy.pdf>

## **League of California Cities Staff Analysis on Resolution No. 2**

Staff: Erin Evans-Fudem  
Committee: Environmental Quality

### **Summary:**

This resolution seeks to have the state and the League study the negative impacts of anticoagulant rodenticides and address the inability of cities to regulate the use of rodenticides and pesticides.

Specifically related to anticoagulant rodenticides, the resolution would encourage the state to fund research into the negative impacts and a potential restriction or ban; direct the League to consider creating a task force to study and report on the unintended negative consequences; encourage cities and property owners to eliminate use; and encourage cities to join advocacy efforts. In addition, the resolution would direct the League to endorse repeal of a statute that preempts local regulation of pesticides.

### **Background:**

The City of Malibu is sponsoring this resolution out of concern about the effect of a certain type of rodent control (anticoagulant rodenticides) has on other wildlife. According to the City, anticoagulant rodenticides disrupt the blood clotting process and therefore cause rodents to die from bleeding or hemorrhaging. This rodenticide is commonly used on rats, mice, gophers, and squirrels. Predator animals that eat rodents can be exposed to anticoagulant rodenticides if they consume animals that have eaten the bait. These animals include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. Furthermore, pets can also be exposed to anticoagulant rodenticides if they eat the bait or consume animals that have eaten the bait.

Some cities have passed “ceremonial resolutions” locally. For example, the City of Malibu has two ordinances in place to discontinue use of rodenticides and traps in city-owned parks, roads, and facilities, as well as encourage businesses and property owners not to use anticoagulant rodenticides on their property.

### **Fiscal Impact:**

Costs to cities would include using alternative methods of rodent control and studying the efficacy. Since the resolution encourages, but does not mandate action by cities, city costs would be taken on voluntarily.

Fiscal impact to the League would include costs associated with the task force, scientific research, and educating League staff and members. For the task force, the League may incur costs associated with staffing, convening, and educating a task force to study anticoagulant rodenticides, as well as the cost of writing a report. This could include a need for outside experts with knowledge of pesticides and their ecological impacts. League resources would also be utilized to support proposals to repeal the statute preempting local regulation of pesticides; however, this cost may be absorbed with existing staff resources.

## **Comments:**

*Pesticides are regulated by federal and state governments.* The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) reserves for the federal government authority over pesticide labeling. States can adopt stricter labeling requirements and can effectively ban sale and use of pesticides that do not meet state health or safety standards.<sup>1</sup> For 51 years, California has reserved regulation of pesticides for the state only, preempting local regulation.<sup>2</sup> This preemption has been ratified and confirmed in subsequent court decisions and legislation. However, County Agricultural Commissioners work to enforce the state laws. Local governments may regulate or restrict pesticide use in their own operations, including use in municipal buildings or parks.<sup>3,4</sup>

*Broad direction.* This resolution would direct the League to take a position allowing broad local discretion over pesticide regulation in general. Because the regulation of anticoagulant rodenticides is largely based in science, additional or outside expertise may be needed to ensure full understanding of the science behind rodent control methods. The resolution itself is not limited to allowing local governments to regulate anticoagulant rodenticides, which this resolution otherwise targets.

*Rodent control methods.* There are numerous methods of controlling rodents, including lethal traps, live traps, and poison baits. There are two generations of rodenticide poisons because after rodents became resistant to the first generation, the second was developed. The U.S. Environmental Protection Agency (U.S. EPA) provides the following information below related to the science and use of anticoagulant rodenticides:

Most of the rodenticides used today are anticoagulant compounds that interfere with blood clotting and cause death from excessive bleeding. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait.

First-generation anticoagulants include the anticoagulants that were developed as rodenticides before 1970. These compounds are much more toxic when feeding occurs on several successive days rather than on one day only. Chlorpophacinone, diphacinone and warfarin are first-generation anticoagulants that are registered to control rats and mice in the United States.

Second-generation anticoagulants were developed beginning in the 1970s to control rodents that are resistant to first-generation anticoagulants. Second-generation anticoagulants also are more likely than first-generation anticoagulants to be able to kill after a single night's feeding. These compounds kill over a similar course of time but tend to remain in animal tissues longer than do first-generation ones. These properties mean that second-generation products pose greater risks to nontarget species that might feed on bait only once or that might feed upon animals that have eaten the bait. Due to these

<sup>1</sup> California Department of Pesticide Regulation (CDPR), *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

<sup>2</sup> California Food and Agriculture Code § 11501.1 (1967).

<sup>3</sup> CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

<sup>4</sup> County Agricultural Commissioners work with CDPR to enforce state laws. CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 13, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

risks, second-generation anticoagulant rodenticides no longer are registered for use in products geared toward consumers and are registered only for the commercial pest control and structural pest control markets. Second-generation anticoagulants registered in the United States include brodifacoum, bromadiolone, difenacoum, and difethialone.

Other rodenticides that currently are registered to control mice include bromethalin, cholecalciferol and zinc phosphide. These compounds are not anticoagulants. Each is toxic in other ways.<sup>5</sup>

*Legislative attempts to ban.* Several legislative measures have been introduced to ban the use of certain anticoagulant rodenticides (AB 1687, Bloom, 2017. AB 2596, Bloom, 2016). However, neither of these measures were heard and failed to pass key legislative deadlines.

### **Existing League Policy:**

The League does not have policy related to pesticides or rodenticides.

Related to federal regulation, League policy states:

- The League supports flexibility for state and local government to enact environmental and other standard or mandates that are stronger than the federal standards. However, the League reserves the right to question or oppose stronger standards on the merits. The League also opposes legislation that prohibits state and local governments from enacting stricter standards.

### **Support:**

The following letters of concurrence were received: William Koehler, Mayor of Agoura Hills; Fred Gaines, Mayor of Calabasas; Brett Lee, Mayor Pro Tem of Davis; Catherine Carlton, Menlo Park City Council Member; Janice Parvin, Mayor of Moorpark; Suza Francina, Ojai City Council Member; Carmen Ramirez, Oxnard City Council Member; Tom Butt, Mayor of Richmond; Lindsey Horvath, West Hollywood City Council Member

<sup>5</sup> U.S. EPA, Restrictions on Rodenticide Products, <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

# **LETTERS OF CONCURRENCE**

Resolution No. 1

Local Municipal Authority, Control and Revenue



# City of Arcadia

## Office of the City Council

Sho Tay  
*Mayor*

April A. Verlato  
*Mayor Pro Tem*

Peter M. Amundson  
*Council Member*

Tom Beck  
*Council Member*

Roger Chandler  
*Council Member*

July 10, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Arcadia, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that prohibits constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

Sho Tay  
Mayor, City of Arcadia

cc: City of Arcadia City Council  
Vice Mayor John Mirisch, City of Beverly Hills



CITY OF BURBANK  
  
OFFICE OF THE MAYOR

July 11, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Burbank, on my own behalf, I support the League of California Cities (“League”) Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state’s voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

A handwritten signature in black ink that reads "Emily Gabel-Luddy". The signature is written in a cursive, flowing style.

Emily Gabel-Luddy  
Mayor, City of Burbank

cc: Vice Mayor John Mirisch, City of Beverly Hills  
Jennifer Quan, League Regional Public Affairs Manager (via email)



From: Steven Scharf <scharf.steven@gmail.com>  
Sent: Sunday, July 08, 2018 8:34 PM  
To: Cindy Owens  
Subject: Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking only for myself, and not on behalf of the City of Cupertino or other Cupertino City Council Members, I hereby give my support for such a measure. You may use my name as a supporter.

Sincerely,  
Steven Scharf  
Cupertino City Council Member



# City of Duarte

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

July 10, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL,  
AND REVENUE**

Dear Committee:

The City of Duarte supports the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) (Wireless Telecommunications Facilities) or the more recently introduced Senate Bill 827 (Wiener) (Planning and Zoning: Transit-Rich Housing Bonus) that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result of the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the State legislature and powerful interest groups should be prohibited in areas where it is unwarranted, and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, the City of Duarte strongly supports this resolution.

Sincerely,

Liz Reilly  
Mayor Pro Tem

Mayor  
John Fasana

Mayor Pro Tem  
Liz Reilly

Councilmembers  
Margaret E. Finlay  
Samuel Kang  
Tzeitel Paras-Caracci

City Manager  
Darrell J. George

cc: Vice Mayor John Mirisch, City of Beverly Hills



# CITY OF OCEANSIDE

MAYOR  
PETER WEISS

July 10, 2018

COUNCIL MEMBERS  
JACK FELLER  
JEROME KERN  
CHARLES "CHUCK" LOWERY  
ESTHER SANCHEZ

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE  
INCREASING VULNERABILITIES TO LOCAL MUNICIPAL  
AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

I'm writing on behalf of the City of Oceanside to support the League of California Cities' ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Weiss".

Peter Weiss  
MAYOR

cc: Vice Mayor John Mirisch, City of Beverly Hills



PAUL S. LEON  
MAYOR

ALAN D. WAPNER  
MAYOR PRO TEM

JIM W. BOWMAN  
DEBRA DORST-PORADA  
RUBEN VALENCIA  
COUNCIL MEMBERS

SCOTT OCHOA  
CITY MANAGER

SHEILA MAUTZ  
CITY CLERK

JAMES R. MILHISER  
TREASURER

July 10, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**Re: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND  
REVENUE**

Dear Committee Members,

As Mayor pro Tem for the City of Ontario, I support the Annual Conference Resolution proposed by the City of Beverly Hills calling for the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state’s voters an opportunity to further strengthen local authority and preserve the role of local democracy.

In recent years, the state legislature has aggressively ramped up its efforts to wrestle authority away from local government. In the past session alone, we saw egregious and unprecedented attacks on local control with several bills that strike at the heart of local government. These bills, including Senate Bill 649 (Hueso – Wireless Telecommunications Facilities) and Senate Bill 827 (Wiener – Planning and Zoning: Transit-Rich Housing Bonus) show a blatant contempt for the ability of local governments to meet the needs of the local community.

Unfortunately, these bills are likely only the beginning. As such, there is a need for a ballot measure and/or constitutional amendment to clearly enshrine the role of local government in regulating local issues. The passage of the proposed resolution by the City of Beverly Hills recognizes that it is local government, not the state legislature, that best understands the local community and is therefore best-situated to regulate and respond to local issues. For these reasons, I strongly support this resolution.

Sincerely,

Alan D. Wapner  
Mayor pro Tem – City of Ontario

cc: Vice Mayor John Mirisch, City of Beverly Hills



July 11, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**Re: EXPLORING A RESOLUTION TO RESPOND TO INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY**

Dear Committee Members:

As one Councilmember of the City of Palo Alto, and in my individual capacity and not on behalf of the Council as a body, or the City, I write to support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills. This resolution asks the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide voters an opportunity to further strengthen local authority and preserve the role of local democracy. If the resolution passes, I encourage the League to ensure any potential measure includes both charter and general law cities.

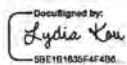
State legislation introduced in both 2017 and 2018 has continually threatened to erode local control. Whether this was SB 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I support this resolution.

Sincerely,

DocuSigned by:  
  
52E101A352AF4E0E

Lydia Kou  
Councilmember, City of Palo Alto

cc:  
Palo Alto City Council  
Mayor John Mirisch, City of Beverly Hills  
James Keene, Palo Alto City Manager

P.O. Box 10250  
Palo Alto, CA 94303  
650.329.2477  
650.328.3631 fax



**Bill Brand**  
Mayor

415 Diamond Street, P.O. BOX 270  
Redondo Beach, California 90277-0270  
www.redondo.org

tel 310 372-1171  
ext. 2260  
fax 310 374-2039

July 9, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As Mayor of Redondo Beach, I support the League of California Cities Annual Conference Resolution proposed by the City of Beverly Hills calling for the LCC to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, The State Legislature is continuing to introduce proposals that impinge on the ability of local governments to institute discretionary legislation that is responsive to the needs of their communities.

These continual incursions into local control by the State Legislature, and powerful special interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Bill Brand

cc: Vice Mayor John Mirisch, City of Beverly Hills





MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 9, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE**

Dear General Resolutions Committee Members:

As Mayor of the City of Santa Cruz, I support the League of California Cities (“League”) Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State’s voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents of local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result of the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 Ballot.

These continual incursions into local control by the State Legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

David Terrazas  
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills



**From:** Michael Goldman <miklg@yahoo.com>  
**Sent:** Saturday, July 07, 2018 4:37 PM  
**To:** Cindy Owens  
**Subject:** Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking solely on my own behalf, I hereby give my whole-hearted support for such a measure. The essence of democracy is the control by the people of their community. As public servants, we elected officials serve the democratically expressed will of the public.

Sincerely,

Michael S. Goldman

Sunnyvale City Council, Seat 7



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# CITY OF TORRANCE

---

PATRICK J. FUREY  
MAYOR

July 5, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND  
REVENUE**

Dear Committee:

As Mayor of the City of Torrance, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continually incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely

Patrick J. Furey  
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6460  
FAX: (323) 848-6562

TTY: For hearing impaired  
(323) 848-6496

## CITY COUNCIL

JOHN J. DURAN  
*Mayor*

JOHN D'AMICO  
*Mayor Pro Tempore*

JOHN HEILMAN  
*Councilmember*

LINDSEY P. HORVATH  
*Councilmember*

LAUREN MEISTER  
*Councilmember*

July 11, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As a Councilmember of the City of West Hollywood, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

During the current 2017-2018 regular session of the California Legislature, legislators introduced several pieces of legislation that have attempted to erode local control. Whether this was Senate Bill (SB) 649 (Hueso) Wireless Telecommunications Facilities, or more recently SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus, which was defeated in Committee, legislators continue to introduce proposals that impinge on the ability of local governments to self-determine.

Another good example of how the Legislature takes actions that are detrimental to local governments' control is the legislative compromise between the Legislature and beverages' manufacturers who agreed to withdraw their ballot initiative in exchange for the approval of Assembly Bill (AB) 1838 (Committee on Budget): Local government: taxation: prohibition: groceries, (Chapter 61, Statutes of 2016). As you know, AB 1838 basically prohibited the adoption of a local "soda tax" by any municipality for the next twelve years.





General Resolutions Committee  
League of California Cities  
July 11, 2018  
Page two of two

These incursions into local control by the Legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Lauren Meister,  
Councilmember

cc: Vice Mayor John Mirisch, City of Beverly Hills



# **LETTERS OF CONCURRENCE**

Resolution No. 2

Repeal Preemption of Regulating Pesticides





*"Gateway to the Santa Monica Mountains National Recreation Area"*

July 10, 2018

The Honorable Rich Garbarino  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

Re: RESOLUTION OF LEAGUE OF CALIFORNIA CITIES DECLARING ITS CONTRACT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Agoura Hills supports the proposed above referenced resolution that supports the repeal of preemption in California Food and Agriculture Code §11501.1 that prevents local Governments from regulating pesticides.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

As the gateway to the Santa Monica Mountains we have been witness to the harmful effects of anticoagulant rodenticides on wildlife in our community, and surrounding areas.

For this reason, the City of Agoura Hills is supportive of this resolution, and requests the league's support.

Sincerely,

WILLIAM D. KOEHLER  
Mayor - City of Agoura Hills

cc: Ms. Meg Desmond - [mdesmond@cacities.org](mailto:mdesmond@cacities.org)  
Ms. Mary Linden - [mlinden@malibucity.org](mailto:mlinden@malibucity.org)  
Mr. Greg Ramirez - [gramirez@ci.agoura-hills.ca.us](mailto:gramirez@ci.agoura-hills.ca.us)



CITY of CALABASAS

FRED GAINES  
Mayor

July 9, 2018

**ORIGINAL BY U.S. MAIL**

**VIA EMAIL [mdesmond@cacities.org](mailto:mdesmond@cacities.org)**

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

Re: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Calabasas supports the proposed resolution to support the repeal of the preemption clause in California Food and Agriculture Code Section 11501.1 regarding pesticide use and regulation so that each city in the State of California is able to decide how to regulate pesticides within their own jurisdiction to adequately address local concerns.

Accordingly, we concur in the submission by the City of Malibu of the above-referenced resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

The City of Calabasas has identified the devastating effect of anticoagulant rodenticides on wildlife in our community and on the ecosystem in our native Santa Monica Mountains. While our City has adopted resolutions and implemented programs to discourage the use of the pesticides by our residents and businesses, we are limited by State law from taking more effective actions.

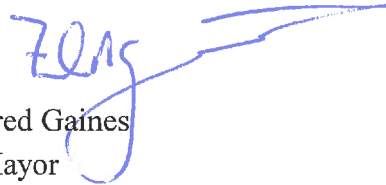
100 Civic Center Way  
Calabasas, CA 91302  
(818) 224-1600  
Fax (818) 241-7324



The Honorable Rich Garbarino, President  
League of California Cities  
July 9, 2018  
Page 2

The City of Calabasas is in strong support of providing cities across the State of California with the authority to regulate pesticides based on local concerns in the communities and supports the proposed Resolution.

Sincerely,

A handwritten signature in blue ink, appearing to read "F. Gaines", with a long horizontal flourish extending to the right.

Fred Gaines  
Mayor

cc: Mary Linden (MLinden@malibucity.org)





July 13, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A Resolution of the League of California Cities Declaring Its Commitment to Support the  
Repeal of Preemption in California Food and Agriculture Code § 11501.1 That Prevents  
Local Governments from Regulating Pesticides

Dear President Garbarino:

Anticoagulant rodenticides poison unintended targets, including predator wildlife in California and pets that ingest the products. These poisons cause painful, internal hemorrhaging in non-target animals. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Brett Lee  
Mayor Pro Tem

July 5, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO  
SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §  
11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80% to 90% of predator wildlife in our cities and throughout California. These poisons cause painful, internal hemorrhaging in non-target animals - including pets - that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

My own mother lost a dearly loved pet dog, who was poisoned when it ate a poisoned rat!

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

State law now preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Catherine Carlton

Environmental Committee Vice Chair for the League of California Cities



# CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 12, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

**RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES**

Dear President Garbarino:

The City of Moorpark supports the above referenced resolution being brought to a vote at the upcoming League of California Cities Conference on September 14, 2018.

As a community surrounded by the beauty of the Santa Monica Mountains and its wildlife, the City adopted a resolution in 2013 urging Moorpark residents and businesses to not use anticoagulant rodenticides in Moorpark. In 2014, the City applauded passage of AB 2657, which removed many second generation anticoagulant rodenticides from the state.

However, as we are all unfortunately aware, scientific research continues to find anticoagulant rodenticides in non-target animals, including the natural predators that help regulate rodent populations and endangered species throughout California. Accordingly, the City has supported subsequent legislative proposals to ban all anticoagulant rodenticides statewide, including AB 2422, which is currently stalled in the state legislature.

The City further believes that local governments should have the opportunity to regulate pesticide usage within their jurisdictions if the communities they represent desire to do so. Therefore, the City supports the above referenced resolution being brought to a vote.

Yours truly,

Janice Parvin  
Mayor

cc: City Council  
City Manager  
Assistant City Manager  
Assistant to the City Manager  
League of California Cities, Meg Desmond ([mdesmond@cacities.org](mailto:mdesmond@cacities.org))  
City of Malibu, Mary Linden ([MLinden@malibucity.org](mailto:MLinden@malibucity.org))

Councilmember Suza Francina  
City of Ojai  
401 South Ventura Street, Ojai, CA 93023  
Email: [Suzaojaicitycouncil@gmail.com](mailto:Suzaojaicitycouncil@gmail.com)  
Cell: 805 603 8635

July 9, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,  
Suza Francina  
Councilmember, City of Ojai

July 12, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

I write as one council member of the City of Oxnard regarding the state law that preempts general law cities such as ours from regulating the use of pesticides. Our city is heavily impacted with environmental burdens associated with pesticide use as well as other industrial toxins, which affect the health of the people, wildlife and our environment. Oxnard residents are requesting that the use of pesticides in our public spaces be curtailed and restricted. This would include anticoagulant rodenticides, products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Letter to President Garbarino  
July 12, 2018  
Page two

I concur with the submission of this resolution at the League of California Cities  
General Assembly at its annual meeting in Long Beach on September 14, 2018.  
Thank you very much for your attention to this.

Sincerely,

A handwritten signature in black ink that reads "Carmen Ramirez". The signature is written in a cursive style with a large initial "C" and a stylized "R".

Carmen Ramirez





*Bay Front. Home Front. Out Front.*

July 6, 2018

The Honorable Rich Garbarino  
President, League of California Cities  
1400 K Street  
Sacramento, California 95814

Re: In Support to Repeal the Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from regulating pesticides

Dear President Garbarino,

Anticoagulant rodenticides poison 80% to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides, which has minimized the impact of the State's ban. Despite collecting data for almost four years, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to the partial restriction of the supply.

As a member of the League of California Cities' Environmental Quality Policy Committee, I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Mayor Tom Butt  
Richmond, California



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6460  
FAX: (323) 848-6562

TTY: For hearing impaired  
(323) 848-6496

## CITY COUNCIL

JOHN J. DURAN  
*Mayor*

JOHN D'AMICO  
*Mayor Pro Tempore*

JOHN HEILMAN  
*Councilmember*

LINDSEY P. HORVATH  
*Councilmember*

LAUREN MEISTER  
*Councilmember*

July 13, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

RE: A Resolution of the League of California Cities Declaring its Commitment to Support the Repeal of Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from Regulating Pesticides

Dear President Garbarino,

I am writing to express my support for the above-mentioned resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 in order to give cities across California the authority to regulate and/or prohibit the use of pesticides in their local communities. I concur with the submission of the proposed resolution to the League of California Cities General Assembly annual meeting on September 14, 2018.

Granting local governments the ability to self-regulate pesticide use better enables cities to protect the health and safety of the public, animals, and the environment. Given that no two cities are identical, local governments must have the power to take a systematic approach to pesticide use and regulation that fits the specific needs of their city. Repealing this section of the code will provide cities the opportunity to act in the best interest of their jurisdiction to set a standard of regulation that offers comprehensive protection, better formulated to protect a community's individual needs.

The City of West Hollywood is in strong support of environmentally-sensitive pest management practices that minimize risk to people, companion and wild animals, resources, and the environment. As the proposed resolution explains, anticoagulant rodenticides have devastating effects on wildlife. The City of West Hollywood has implemented an Integrated Pest Management Program that supports environmentally-sensitive pest management while protecting the health and safety of the public. This policy is in compliance with the State and Federal regulations while catering to and prioritizing the needs of the City of West Hollywood.

Sincerely

Lindsey Horvath  
Councilmember

cc: Meg Desmond, League of CA Cities  
Councilmember Laura Z. Rosenthal, City of Malibu  
Elizabeth Shavelson, Assistant to the City Manager, City of Malibu  
Mary Linden, Executive Assistant, City of Malibu






## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

**SUBJECT:** Recruitment Firm for the City Attorney Recruitment

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the Mayor to execute the Consulting Services Agreement with William Avery & Associates and authorize the appropriate budget adjustment.

### **STRATEGIC PURPOSE**

The recommended action supports **Long Term Goal L:** City Administration. Provide exemplary City administration.

### **FISCAL IMPACT**

The recruitment firm selected is William Avery & Associates at a total cost of \$26,400. For FY 2018-19, there will need to be a budget amendment to the City Council's budget from the General Fund in the amount of \$26,400.

### **DISCUSSION**

At the June 12, 2018 City Council meeting, the City Attorney Ad Hoc Recruitment Committee was formed to choose a recruitment firm for City Attorney recruitment services. The City Attorney Ad Hoc Recruitment Committee is comprised of Council Member Lori Ogorchock and Council Member Tony Tiscareno.

On June 22, 2018, the following firms received a Request for Proposal for City Attorney recruitment services:

- Avery & Associates
- Peckham & McKenney
- Ralph Anderson
- Bob Murray & Associates
- CPS
- Teri Black & Company

The closing date and time for submitting proposals was July 23, 2018 at 5:00 p.m. The following four firms submitted Proposals for City Attorney Recruitment Services:

- LMC Group
- Avery & Associates
- Peckham & McKenney
- Bob Murray & Associates

The City Attorney Ad Hoc Recruitment Committee met on July 31, 2018 to go through each of the firms submitted proposals and review a summary matrix of the proposals received (Attachment C). Based on the proposals received and discussion by the City Attorney Ad Hoc Recruitment Committee, the City Attorney Ad Hoc Recruitment Committee chose William Avery & Associates to perform the executive search for the City of Antioch City Attorney. At the June 12, 2018 City Council meeting, the City Council decided that a contract should be brought back to City Council after the City Attorney Ad Hoc Committee Recruitment Committee chose a firm to conduct the recruitment for City Attorney. It is to be noted that William Avery & Associates has completed two successful recruitments for the City: Economic Development Director and Public Works Director/City Engineer. Attachment A contains the Resolution and Consulting Services Agreement to be executed by the Mayor and William Avery & Associates. Attachment B contains William Avery & Associates proposal for City Attorney Recruitment Services.

### **ATTACHMENTS**

A. Resolution

Exhibit A to Resolution – Professional Services Agreement

B. William Avery & Associates Proposal

C. Summary Matrix

**RESOLUTION NO. 2018/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE MAYOR TO EXECUTE THE CONSULTING SERVICES  
AGREEMENT WITH WILLIAM AVERY AND ASSOCIATES AND AUTHORIZING THE  
APPROPRIATE BUDGET ADJUSTMENT**

**WHEREAS**, the City would like to effectively and efficiently provide exemplary City administration; and

**WHEREAS**, to provide consistent and equitable position assignment based on the level of complexity of duties and responsibilities that need to be performed by a City Attorney, the City solicited bids for recruiting firms; and

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

**Section 1.** The Mayor is authorized to execute the Consulting Services Agreement with William Avery & Associates for recruitment of a City Attorney (Exhibit "A"); and

**Section 2.** The Finance Director is authorized to make the necessary adjustments to the FY2018/19 General Fund Budget to effectuate this change.

\* \* \* \* \*

**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 14<sup>th</sup> day of August, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND  
WILLIAM AVERY AND ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the City of Antioch (“City”) and William Avery and Associates (“Consultant”) as of August 14, 2018.

**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 Attachment A William Avery and Associates proposal 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 Attachment A William Avery and Associates proposal, 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 January 31, 2019 or placement of City Attorney, the date of completion specified in Attachment A, and Consultant shall complete the work described in Attachment 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 \$26,400 (amount includes Section 2.5 Reimbursable Expenses of \$7,000), 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 Attachment 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 Attachment A], 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.

**2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.]

**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 Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: \$19,400
- 2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed seven thousand five hundred (\$7,000). 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:  
Advertising, clerical time, supplies, background checks, printing, telephone, postage, consultant travel time for client discussions, meetings and local out-of-area candidate interviews and other items listed in Attachment A Consulting Fees section.
- 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 Attachment 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 Attachment 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 the City of Antioch ("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:  
William Avery and Associates  
Attn: William Avery  
3 ½ N. Santa Cruz Ave., Suite A  
Los Gatos, CA 95030

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 Attachment 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

\_\_\_\_\_  
Sean Wright, City of Antioch Mayor

Approved as to Form:

\_\_\_\_\_  
Derek Cole, Cota Cole LLP City Attorney

Attest:

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

**CONSULTANT**  
[NAME OF CONSULTANT]

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

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

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

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

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

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



July 5, 2018

Nickie Mastay, Administrative Services Director  
City of Antioch  
200 H Street  
Antioch, CA 94509

Dear Ms. Mastay:

Thank you for the opportunity to submit our recruitment proposal for the position of City Attorney for the City of Antioch. We take great pride in providing our clients exceptional service and excellent results. We value our ongoing work relationship with you and would look forward to supporting your needs in this assignment.

We feel well suited to perform this recruitment as we've developed a strong track record for City Attorney searches. Currently, we are conducting a City Attorney recruitment for the City of Merced, and within the past six months completed City Attorney searches for the cities of Anaheim and Tracy. Additionally, we've completed searches for an Assistant City Attorney for the City of Petaluma (04/2016) and City Attorney searches for the cities of Pleasanton (04/2016), Oxnard (02/2016), Cupertino (09/2015), Redding (05/2015), and three Assistant/Deputy City Attorney searches for the City of Vallejo (01/2016 & 01/2017). These assignments have provided us with an active and current database of public sector attorneys and excellent contacts throughout California. We would be able to utilize these sources in assisting you with this assignment.

Following your review of this proposal, it is our hope that our credentials, our track record of successful executive recruitments, and our service approach and overall recruitment expertise will provide the basis for your positive consideration of our firm. Enclosed you will find the following information:

- Company Overview
- Firm Qualifications/Experience
- Recruitment Team
- Recruitment Strategy
- Client References
- Timeline
- Consulting Fee

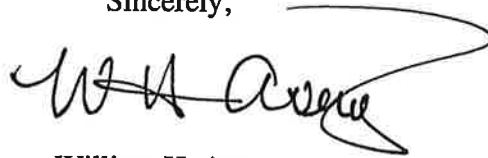
William Avery & Associates, Inc.  
Consultants to Management

3-1/2 N. Santa Cruz Ave., Suite A  
Los Gatos, CA 95030  
408.399.4424  
Fax: 408.399.4423  
[www.averyassoc.net](http://www.averyassoc.net)

- Guarantees & Ethics
- Principal Profiles
- Sample Materials

Thank you for the opportunity to be considered for this recruitment. If you have any questions, please do not hesitate to call me at 408-399-4424.

Sincerely,

A handwritten signature in black ink, appearing to read "W H Avery", with a large, sweeping flourish extending to the right.

William H. Avery

WHA:jmc



## PROPOSAL FOR THE CITY OF ANTIOCH RECRUITMENT FOR THE CITY ATTORNEY

### William Avery & Associates, Inc. – Overview

William Avery & Associates, Inc. (Avery Associates) is a successful and service focused Management Consulting firm based in Los Gatos, California. Incorporated in 1982, the firm specializes in Executive Search, Labor Relations and Human Resources/Management Consulting.

The firm currently includes two Principals and several key consultants. Bill Avery, the founder of Avery Associates, heads and manages the firm. He oversees the Labor Relations practice and is heavily involved in the search business including leading key searches. Paul Kimura focuses on and manages the Executive Search and Recruitment practice. Key staff members include Richard "Ren" Nosky, Cris Piasecki, Bill Lopez and Sam Avery, who support the search practice and the firm's administrative staff includes Tomi Ewing, Jackie Collins and Michelle Ross. Temporary staff as needed augments the team.

Mr. Avery, having served in the past as a City Manager, provides the firm with direct experience and knowledge of city administration. Mr. Kimura's expertise in executive, technical and business recruitment, which he gained during his nineteen years of high technology experience, provides the basis for many of the recruitment strategies and tactics utilized by the firm. Collectively and combined, the firms Principals offer exceptional expertise in the area of public sector recruitment and consulting. Their profiles are included in the proposal.

### Firm Qualifications/Experience – What Differentiates Avery Associates

Exceptional service delivery and a very high quality work product provide excellent results for our clients. This begins with the initial client meetings, which lead to detailed timelines for deliverables followed by weekly recruitment status updates following initiation of the search. Our candidate outreach efforts are professionally and confidentially conducted. The evaluation materials we provide clients are routinely characterized as accurate, comprehensive and of very high quality. We believe more so than any other public sector recruitment firm. This is largely based on our interview system utilizing behavioral interview techniques, which we describe in our recruitment plan. This leads to a quality product with excellent end results for our clients.

The service element is based on two factors: The first is the collective service philosophy from all of our organizational team members. They are each dedicated to providing service and support to clients. The second factor is based on the high level of engagement and participation from the firm Principals in every search assignment. This hands-on involvement includes client interface, identifying and developing the ideal candidate profile and position specification, development of the search strategy, candidate outreach, interviewing and assessment, completion of reference interviews, candidate presentation, final interview facilitation and when desired, negotiation of employment terms with the successful candidate.



## Recruitment Team for the City of Antioch

Bill Avery and Ren Nosky will serve as the Project Leads in this assignment and will be assisted by Bill Lopez. Mr. Avery and/or Mr. Nosky will be personally involved in the initial client discussions, strategy development, outreach, interview and assessment of candidates, presentation of final candidates and will be available throughout the search process to provide other related consulting services.

Mr. Nosky is an attorney with many years of public sector experience including roles as a City Attorney for the cities of Santa Clara and Stockton. The contacts and industry knowledge he acquired during his tenures as a City Attorney would provide valuable expertise for this assignment.

## Recruitment Strategy and Services Provided

### I. Position Profile and Organizational Assessment

The initial assessment phase is a critical component of the search process. Mr. Avery or Mr. Nosky will meet with the key decision makers to discuss the organizational needs and position requirements and to formalize the job description.

In this assignment we would anticipate individual meetings with the City Council and key staff members to solicit their view on the ideal candidate.

Our goal for this aspect of the recruitment process is to:

- Understand the City priorities for this position.
- Develop a clear understanding and consensus on the expertise, experience, education, performance attributes and operational style of the ideal candidate.
- Discuss the goals, objectives, deliverables, and challenges related to this position.
- Gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- Identify the compelling aspects to this opportunity.

The formal position description and a subsequent ideal candidate profile would be developed from the above discussions and incorporated into the formal position announcement. The candidate profile is also utilized in various other means as a marketing tool, for advertising copy, postings, and for other announcements.



## II. Development of the Search Strategy

Our search strategy will be developed in conjunction with the organizational assessment. The final approach is based on your input and considerations during the assessment activity. For this assignment, we feel it is critical to develop a high level of visibility with a comprehensive outreach program supplemented by a focused targeted recruitment approach. We would incorporate the following elements into this search:

- Original research, which consists of identification and contact of current city attorneys or attorneys associated with law firms operating in the public sector who meet the profile, but are not actively seeking other employment.
- Development of a targeted candidate list based on our current and extensive database of city attorney personnel, and referrals or recommendations from key sources/contacts that have extensive networks in this area. The sources would include city and county management personnel, attorneys affiliated with law firms or entities that would have visibility into the public sector.
- Outreach to the numerous regional, ethnic-based and gender-based Bar Associations throughout California.
- An extensive mailing campaign to individuals and law firms identified through the means identified above and/or those affiliated with the legal profession throughout California.
- Advertising in WESTERN CITY magazine, JOBS AVAILABLE magazine, and other publications or periodicals deemed appropriate for this search. On occasion our clients feel advertising in the Daily Journal is appropriate. If desired we would do although the cost of that advertisement is not a part of the proposed expense budget.
- Job postings on Internet-based national public sector employment bulletin boards, association-based web sites, and our company website to reach active candidates.
- Development and distribution of the comprehensive position announcement to various city attorneys, county counsel, and contract attorneys throughout the state.

## III. Candidate Assessment

Our assessment process involves several "tiers" of evaluation. All candidates responding to this position will initially be evaluated based on their resume and if appropriate, an extensive phone "screening" by a member of the project team. Candidates who pass the initial "qualifying" criteria are then scheduled for a formal interview with Mr. Avery. These extended personal interviews typically take one hour and a thorough discussion of their experience, accomplishments, management philosophy and interpersonal style takes place.





In interviewing candidates, we utilize a methodology based on "behavioral" interview techniques. Fundamentally, this approach explores a candidate's past accomplishments and experiences that relate to the position being considered. The philosophy here is that the best indicator of future performance is to evaluate past behavior. This methodology allows the firm to "project" how a candidate would approach and address the key challenges in the new position.

Those individuals who best fit the position requirements will have a Candidate Assessment Report developed by the Principal who conducted the interview. Additionally, two initial reference interviews are performed on these candidates. The reference interviews provide our clients with additional insights on the candidate's "behavior" and style.

#### IV. Candidate Presentation

Upon completion of formal interviews, a selection of candidates for presentation is made. We feel our extensive qualification, interview, and reference interviewing process and the knowledge gained during our initial assessment period; enable our client to proceed with fewer rather than more finalists. However, we will not restrict or limit the number of candidates recommended as this decision is related to the overall strength and depth of the candidate pool.

The final candidates are presented in our extensive candidate presentation "book". Each finalist will have a file consisting of a candidate summary sheet, the submitted cover letter and resume, the Candidate Assessment Report (based on the "behavioral" interview), and two candidate reference interviews. This extensive profile on each recommended candidate continually generates positive feedback from our clients as it provides extensive detail beyond just a resume.

The Candidate book also identifies other candidates who were given secondary consideration, which provides the client insight on others who were interviewed. Candidate summary sheets are created for everyone who submitted a resume would also be included. This provides the client an insight to the level and nature of response for their position.

#### V. Selection Process

Once the final candidate interview group is identified, we will assist in the structuring of the interview process and coordinate the interview scheduling activity. Our firm will also provide candidates with guidance related to travel planning, hotel accommodations, as well as other interview planning issues. Our firm will also develop potential interview questions and be in attendance during final interviews to help facilitate the process and to lead an end of day debrief and evaluation process.

#### VI. Position Closure and Follow-Up

Based on the firm's experience in human resource management and executive search, we are able to assist our clients in formulating appropriate compensation and other employment arrangements. We will be available throughout our retention to assist in this process.



As a matter of policy, Avery Associates monitors the transition and progress of any executive we place with a client. Within the first three to six months following the hired individual joining the City, we will speak with that individual to ensure the transition has effectively occurred. During the same period we will also review the individual's status with your office.

## References

- I. City of Anaheim  
Jason Motsick, Acting Human Resources Director; 714.765.4951
- II. City of Santa Clarita  
Ken Striplin, City Manager; 661.255.4905
- III. City of Tracy  
Troy Brown (former City Manager, currently City Manager in Moorpark) 805.517.6212

## Timeline

Task	Scheduled Dates
<i>Search Initiation, Marketing &amp; Advertising Development:</i> <ul style="list-style-type: none"> <li>▪ <i>Initial meetings with city manager and city staff to define the ideal candidate profile</i></li> <li>▪ <i>Develop working draft of the recruitment brochure for approval by client</i></li> <li>▪ <i>Recruitment strategy finalized</i></li> <li>▪ <i>Determination of advertising scope and placement deadlines</i></li> <li>▪ <i>Brochure designed and printed</i></li> </ul>	<i>Weeks 1 - 4</i>
<i>Marketing, Advertisement and Outreach Period:</i> <i>Advertise in:</i> <ul style="list-style-type: none"> <li>▪ <i>Mailing of brochure</i></li> <li>▪ <i>Jobs Available</i></li> <li>▪ <i>Website postings</i></li> </ul> <i>Preliminary candidate screening</i>	<i>Weeks 4 - 8</i>
<i>Candidate screening</i>	<i>Weeks 7-8</i>
<i>Candidate interviews</i>	<i>Weeks 8-9</i>
<i>Complete references and prepare candidate book</i>	<i>Week 10</i>
<i>Presentation of candidates</i>	<i>Week 10</i>
<i>Final Interviews</i>	<i>Week 13</i>
<i>Appointment Offer/Acceptance</i>	<i>Week &gt;14</i>
<i>Report to Work Date</i>	<i>Week &gt;14</i>



## Consulting Fee

Based on the services described in our proposal, the professional services consulting fee for this recruitment will be \$19,400. If awarded the search, we would request an initial retainer of \$8,400 at the outset of the search. A second invoice of \$5,500 would be submitted upon the Clients acceptance of a finalist candidate group. The final balance of \$5,500 would be invoiced upon acceptance of a job offer constituting completion of the search. Our invoicing models ensures the firm will remain totally committed to the City throughout the duration of the search as the final invoice is not submitted until the City has an accepted candidate. The consulting fee will be inclusive of all services defined within this proposal unless otherwise stated.

In addition to the Professional Services Fee, normal and direct out-of-pocket expenses associated with the search are charged back to the client. Expenses for this assignment would be a not-to-exceed amount of \$7,000 without the express consent of the City. These expenses include: advertising, clerical time, supplies, printing, telephone, postage, background checks, and consultant travel for client discussions, meetings and local or out-of-area candidate interviews. All expense items will be detailed and billed on a monthly basis.

## Guarantees and Ethics

Whenever William Avery & Associates, Inc. is retained; we make several guarantees and commitments to a client. Due to our experience, knowledge and success within the management-consulting field, we assure a client that we will only present candidates who meet a substantial majority of the ideal qualifications that you have outlined. We are also committed to continue our search efforts until a successful candidate is employed.

During our placement efforts, we openly share any relationships, previous experience and knowledge for any candidate we present for consideration. Our commitment and responsibility is to our clients and their best interests.

It is also our practice to replace a candidate who may voluntarily resign during the first year of his/her employment. This same commitment applies if the client finds it necessary to terminate or to request the resignation of the selected individual in the first year for any reason. In either case, we invoice a client only for out-of-pocket expenses incurred in identifying a replacement.



## **Avery Profile**

### **William Avery**

William Avery founded his successful management consulting firm in 1981. He has directed William Avery & Associates in service as a Labor Relations and Executive Search consultancy, serving personally as a chief negotiator, trainer, and representative in grievance and disciplinary matters.

A specialist and widely recognized expert in employer-employee relations, he has served as a City Manager (Los Gatos) and Assistant City Manager. While City Manager, he was President of the Santa Clara County City Manager's Association and Chair of the County Employee Relations Service.

Bill has lectured at De Anza College, San Jose State University, and Stanford University, and regularly makes presentations for the League of California Cities, CALPELRA, and other public sector organizations.

Building on his personal track record of success, he expanded the firm's focus to include increased emphasis on public and private sector search. He added proven industry professionals with expertise in these areas. The result has been to create an exceptionally strong management consulting firm, now known as Avery Associates, with the expertise to provide the full range of services required for successful public or private sector executive search.

A key measure of the firm's success has been the many long-term relationships that he and his staff have established with clients.

Bill holds B.A. in Political Science and an MPA from San Jose State University, where he was graduated with highest honors.



## **Avery Profile Paul Kimura**

Paul Kimura brings a unique combination of recruitment and business experience to Avery clients.

Paul is involved in leading Avery's public sector professional searches. He has been both a corporate recruitment director and HR director for a number of high technology companies, ranging from Fortune 500 firms such as Novell and National Semiconductor to a Silicon Valley start-up. His proven recruitment and HR generalist skills help him bring forward the best available candidates and properly assess their skills and "fit" with client organizations.

Indeed, many of the recruitment strategies and tactics incorporated into the Avery search process are a direct result of Paul's extensive recruitment experience in the high technology industry.

Paul has been a successful HR consultant, guiding clients through all aspects of Human Resources functions — compensation & benefits, employee and management training, performance management, and termination issues.

He is skilled in areas such as strategic planning, executive coaching, separation negotiation, and organizational assessment and design. It's another service that Avery Associates is able to offer its clients because of the unique background of its principals — and Paul's extended skill set in Human Resources underscores the fact that Avery professionals "have been there" and understand your needs from a personal perspective.

Paul holds a B.S. degree in Business Administration from San Jose State University. He is active in professional HR organizations and in the community, where he has worked with a number of education, youth service, civic, business, and cultural organizations.

"Just as Avery looks to form long-lasting relationships with its clients, I believe in making the same commitments within my community."



## **Avery Profile Ren Nosky**

A practicing attorney since 1987, Ren has over 25 years experience representing public agencies. He has served as the in-house City Attorney for the cities of Salinas, Stockton and Santa Clara. While in private practice, he has also served as the general counsel for many other public agencies, including several special districts and other local government bodies.

As an accomplished public attorney, Ren has interfaced with elected officials and executive level staff members on virtually every significant issue that local governments face today. He has also successfully managed several public law departments and been responsible for their efficient operations.

Ren retired from City of Santa Clara in June of 2017 and holds a B.A. in Economics and a Juris Doctor from University of the Pacific.



## Sample Materials

We have attached several examples of our work product. Contained are a candidate assessment, a reference interview and an ad sample. Also included with our proposal is a sample recruitment brochure.

### CANDIDATE ASSESSMENT FOR

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\_\_\_\_\_ has over 20 years of professional experience including investment management, finance management, and budgets. During the past ten years, she's had two different tenures with \_\_\_\_\_, and in between served as the Treasury and Investment Director for the \_\_\_\_\_ based in \_\_\_\_\_. Her \_\_\_\_\_ experience includes serving as a portfolio manager for a global real estate fund and also for an equity portfolio. \_\_\_\_\_ educational background includes an M.B.A. and a B.S. in Business Administration, both from Cal State University in Sacramento.

\_\_\_\_\_ rejoined \_\_\_\_\_ in October of 2013, following two years in the Washington assignment. During this time she has reported to the portfolio manager of the real estate investment fund, and administers a portfolio of up to \$3.5 billion in various partnerships and funds. In her assignment with \_\_\_\_\_, she had oversight for the entire portfolio, which consisted of both defined benefit funds and corporate funds. She felt her greatest accomplishment there was in evolving the investment direction towards a focused and structured asset allocation strategy. She left the \_\_\_\_\_ assignment to return to \_\_\_\_\_ for personal and family reasons. \_\_\_\_\_ began her career at \_\_\_\_\_ in 2005 where she served as an accounting services manager with responsibility for a new investment accounting system implementation. Subsequent to that, she moved into a portfolio management position for a two-year period.

\_\_\_\_\_ offers a nice broad range of experiences, although her investment experience is limited to the asset classes for which she had oversight in her last two \_\_\_\_\_ assignments. Her knowledge of the defined pension environment is a real plus, and \_\_\_\_\_ also focused on investment and finance areas in her pursuit of her M.B.A. Her management experience at \_\_\_\_\_ is a bit limited, although she has headed up project teams and has actively worked across the organization, especially in the implementation of a new finance IT system earlier in her career. With \_\_\_\_\_, she reported to the CFO, had one direct report, and worked closely with the controller's staff. \_\_\_\_\_ especially strong in the interpersonal area, as she has a very pleasant and positive manner and seems to be quite effective in developing and maintaining strong work relationships. She's quite enthused at the prospect of taking a senior level position, and appears to have great interest in the position in \_\_\_\_\_.



## REFERENCE INTERVIEW

Candidate's Name: \_\_\_\_\_

Date:

Reference: Name  
Title  
Agency  
Phone

Position Applying For: Title  
City of \_\_\_\_\_

1. How long have you known this individual? What is the nature of your work relationship?

She moved up to \_\_\_\_\_ to work for us as our System Treasurer. She was here for about two years between 2010-2012. We are a \$1.2 billion hospital business with about \$1 billion in the retirement funds. She did a real nice job helping us reformat our Asset Allocation investment policy.

2. What has impressed you most about his/her leadership, management, and administrative style? Is he/she effective at providing direction and motivation to staff?

She is a knowledgeable person and an expert in treasury management. She would always be up front about what she knew and what she didn't. Her response to questions was always great. She would research the sticky problems and close the loop, particularly with external auditors. She had one direct report and relationships with the accounting folks and external people. She relates very well at all levels. She presented before the Board and some pretty sophisticated people.

3. Describe the candidate's strengths in the area of investing, specifically in terms of managing funds and investment portfolios.

It's not about market timing, it's about having a sound strategy and policy that has to be vetted and agreed upon. That's where she stands. She holds people accountable and tries to understand the managers' particular strategies. To her, it's getting beneath the numbers and really understanding what's going on.

4. Tell me about this individual's communication and operational style. How well do they interact with department heads, staff, City Council and external agencies?

She likes to make it fun, which is a good thing! We had a relationship with external managers where she really got to know them. You can pick up the





phone anytime and ask her things. She is a very good networking person. She is really good at working with the accounting folks, also.

5. Can you tell me about his/her commitment to customer service?

She would do excellent research and provide excellent information. If you asked a question, she would do more. She got her work done on time.

6. Is there anything else you would like me to know about this person to help us evaluate him/her as a candidate for this position?


I trusted her. She was very honest. She was always good with me and would tell me what happened when it happened, as opposed to just sitting on the information. She has managed teams before. The other thing I liked about her is her sophistication that she brought from \_\_\_\_\_. She kept the relationships open with them, and they were really happy to get her back. She is capable of doing a lot more.

**CITY OF ANAHEIM**

Located in the heart of Southern California, Anaheim is a modern, diverse city with a proud history dating back to 1857. Known the world over, Anaheim is an exciting, world-class city for entertainment, sports and the arts. Anaheim's population of 358,000 includes longtime residents and newcomers from around the world. The city has diverse residential neighborhoods, with heavily-used local parks, award-winning schools and an engaged community.

The City Attorney's office provides legal advice to Anaheim's elected officers, the City Manager and city departments, boards and commissions. As an appointee of the mayor and city council, the City Attorney's resources consist of a yearly budget of about \$8M. The City Attorney's office is comprised of 33 employees (including 22 attorneys) working in three divisions: Legal Administration, Civil and Prosecution. Understanding the importance of assessing risks and benefits and providing alternatives to complex and controversial legal issues will be key to developing a strong relationship with City Council. Participation as a team player and involved member of the City's executive team is also key.

**CITY ATTORNEY**

  
**AVERY**  
William Avery & Associates  
Management Consultants

3 1/2 N. Santa Cruz Ave., Suite A  
Los Gatos, CA 95030  
408.399.4424  
Fax: 408.399.4423  
email: jobs@averyassoc.net  
www.averyassoc.net

The ideal candidate will have proven leadership skills to be effective in overseeing the City Attorney's highly committed and hardworking staff, serving as both mentor and coach. Candidates must possess a JD degree and license to practice law in California, with at least 10 years of broad and diverse municipal law experience. Knowledge of the Brown Act, Political Reform Act, FPPC regulations and the Public Records Act are essential. Working knowledge of Robert's Rules of Order for parliamentary procedures also is required. The salary range for this position is \$181,325 to \$271,987 annually, DOQ. To be considered, please visit the Avery Associates Career Portal at [www.averyassoc.net/current-searches/](http://www.averyassoc.net/current-searches/) to upload your letter of interest, resume, salary history and contact information including email addresses for five work-related references to Bill Avery by August 11, 2017.



	<u>LMC Group</u>	<u>Avery &amp; Associates</u>	<u>Peckham &amp; McKenney</u>	<u>Bob Murray &amp; Associates</u>			
Responsiveness to RFP	7/23/2018	7/12/2018	7/23/2018	7/19/2018			
Number of prior successful recruitments for City Attorney	Firm has worked with only one government agency in MA.	Currently attorney searches for Merced and the last 6 months attorney searches for Anaheim and Tracy. Prior Attorney and Assistant Attorney searches total 6 cities including Pleasanton	Prior year recruited general counsel for South San Joaquin Irrigation District in Manteca	Currently attorney searches for Rocklin. Prior Attorney and Assistant Attorney searches total 15 cities/Counties including Concord, San Ramon			
Qualifications and experience of individuals assigned to the project	Small bio's sent on 4 members of the firm with a variety of recruiting, hr experience	Bill Avery, Partner and Ren Nosky assisted by Bill Lopez	Andrew Gorgey Recruiter. Also an attorney and has 19 years in Colorado local government as an attorney	Gary Phillips Project Lead and Joel Bryden Recruitment Coordinator			
Experience with candidates within and outside California	Firm address is Manchester, NH	Yes.	Yes	Yes.			
Did the firm include a sample work product (candidate brochure, candidate questionnaires, candidate reference report)?	n/a	n/a	Yes	Yes.			
How many current engagements does the firm have? Can the firm focus on this recruitment?	Did not see current engagements listed in the RFP	Firm has 1 open attorney search	Did not see current attorney engagements listed in RFP	Firm has 1 open attorney search			
Did the firm include a schedule for each phase of the recruitment and firms availability? If so, how long to do this recruitment?	Generic timetable look like 16 weeks	Yes. 14 weeks	Yes. 14 weeks	Yes. 16 weeks			
Cost: Consulting Fees; Reimbursable Expenses; Payment Terms	\$25,000 plus reasonable travel expenses	\$26,400 (\$19,400 fee + \$7,000 advrtsing etc)	\$27,000 (additional expenses for additional meetings and full background check on more than one candidate)	\$25,000 (\$18,500 fee + \$6,500 advrtsing etc)			
Candidates							
How will the firm do the recruiting?	Client database, brochures, ads/job postings. Standardized search process in RFP.	Individuals that meet ideal candidate profile but are not actively seeking other employment. Referrals. Advertising internet/print, membership listings.	Candidate profile; advertise, network, ICMA, State bar assoc.	Invite potential candidates. Referrals. Database of 40,000 current and former candidates			


	<u>LMC Group</u>	<u>Avery &amp; Associates</u>	<u>Peckham &amp; McKenney</u>	<u>Bob Murray &amp; Associates</u>			
Screening candidates:							
Does the firm screen resumes?	Yes	Yes.	Yes	Yes.			
Does the firm do a phone screening?	Yes	Yes.	Did not see this in RFP	n/a			
Does the firm do personal interviews?	Yes	Yes.	Preliminary interviews	Yes.			
Does the firm do reference checks?	Yes	Yes.	Yes	Yes.			
Does the firm do background checks?	Not mentioned in proposal	Yes.	Yes.	Yes. Firm used HireRight			
How many candidates does the firm present?	3 - 4 per week?	After firms formal interview selection of candidates is made	After firms formal interview selection of candidates is made	Does preliminary interview and recommends 6-8 candidates. Final determination of interviews is up to the client.			
Will the firm assist in final interviews?	Yes	Yes	Yes.	Yes			
Will the firm negotiate the contract?	Yes	Yes.	Yes.	Yes			
Firms approach in the event the recruitment does not produce a viable candidate	candidate resigns or is dismissed within 6 months, will execute a second search at no cost to City as long as City not at fault in resignation	Replace candidates that resign during first year of employment. Also replace if client terminates or requests resignation. Invoice client for out of pocket expenses in identifying a replacement	Replace candidates for any reason during first year of employment. Invoice client for out of pocket expenses in identifying a replacement	Replace candidates that resign during first year of employment. Also replace if client terminates or requests resignation. Invoice client for out of pocket expenses in identifying a replacement			
				Optional Services:			
				Community/Staff Inpurt Forum: \$1,500/day plus travel exp			
				Online Survey: \$250			
				additional On-Site meeting days: \$1,500 plus travel exp			
				additional background cks: \$250/candidate			
				additional reference cks: \$500/candidate			
				Other: \$250/hr or \$1,500/day			



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 14, 2018

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

**SUBMITTED BY:** Derek P. Cole, Interim City Attorney 

**SUBJECT:** Resolution of the City Council of the City of Antioch Inviting Applications for Appointment to The Unexpired Term of City Treasurer

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the Resolution of the City Council of the City of Antioch Inviting Applications for Appointment to The Unexpired Term of City Treasurer.

### **STRATEGIC PURPOSE**

The proposed action is consistent with Strategy N-1, effectively and efficiently provide legal services in support of the City's policies, procedures and initiatives.

### **FISCAL IMPACT**

If the Council does not appoint a person to fill the remaining two-year term for the City Treasurer, it will be required to call a special election to fill the position. According to the City Clerk's Office, the County Elections Department has advised that the cost of such an election would be \$257,950.

### **DISCUSSION**

City Treasurer Donna Conley resigned her office effective on July 31, 2018. By law, the City has 60 days from the date of vacancy to either (i) appoint a registered voter in the City to fill the remaining two years of Ms. Conley's term, or (ii) call a special election to fill the vacancy. Given the expenses associated with holding a special election, Staff recommends that the City appoint a qualified voter to the position.

The attached resolution outlines the same process utilized in 2011 when a vacancy in the City Clerk position was filled by appointment. If this selection process is followed, prospective candidates would be asked to submit letters of interest, along with 20-30 signatures from other registered City voters, as a condition for being considered. At a special session before the September 11, 2018 City Council meeting, each candidate would then be given five minutes to make a presentation about his or her candidacy to the Council. The Council would have the ability to ask questions of each candidate at this time. After thereafter receiving public comment, the Council would select the candidate it wishes to fill the position.

By law, the Council is required to appoint a new City Treasurer within 60 days of Ms. Conley's resignation. Effectively, this means the Council must take final action to appoint the position by its September 25, 2018 regular City Council meeting.

**ATTACHMENTS**

1. Attachment A – Resolution

## RESOLUTION NO. \_\_\_\_\_

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

**WHEREAS**, Donna Conley has resigned as City Treasurer effective July 31, 2018; and

**WHEREAS**, Government Code section 36512 provides that the City Council may appoint a registered Antioch voter to fill the unexpired term through November 2020, assuming the elected position is not abolished in the interim; and

**WHEREAS**, the appointment must be made within 60 days of the vacancy; and

**WHEREAS**, the City Council desires to invite letters of interest from those persons who are registered Antioch voters and are interested in being appointed as City Treasurer, with the term expiring in November 2020.

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

1. Not later than 12:00 p.m. on Friday, August 31, 2018, persons interested in being considered for appointment to the remaining term of the City Treasurer shall submit to the City Clerk's office:

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

2. On September 11, 2018, starting at 6:00 p.m. in an open and public meeting of the City Council, each applicant may make an oral statement to the City Council not exceeding five minutes in length, summarizing his or her letter of interest and responding to any questions from the City Council.

**RESOLUTION NO. \_\_\_\_\_**

August 14, 2018

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3. It is the intention of the City Council to make an appointment at the September 11, 2018 meeting, or to call a special election for purpose of filling the vacancy.

\* \* \* \* \*

**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 14th day of August, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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