

ANNOTATED AGENDA

for
August 14, 2012

CITY COUNCIL MEETING
Regular Meeting
Including the Antioch City Council
acting as Successor Agency/Housing Successor
to the Antioch Development Agency

Order of Council vote: AYES: Council Members Harper, Rocha, Agopian and Mayor Davis

ABSENT: Council Member Kalinowski

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 1st floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

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

6:15 P.M. ROLL CALL for Closed Sessions – ***Council Member Kalinowski Absent***

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

CLOSED SESSIONS:

- 1) **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** Initiation of litigation pursuant to subdivision (c) of Section 54956.9: 1 potential case
Direction given to staff

7:03 P.M. ROLL CALL for Council Members – ***Council Member Kalinowski Absent***

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL SUBCOMMITTEE REPORTS

MAYOR'S COMMENTS

PRESENTATION – *"Mayor's Golf Tournament - Recognitions"*

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR JULY 24, 2012

Recommended Action: Motion to approve the minutes

Approved, 4/0

MINUTES

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 4/0

STAFF REPORT

COUNCIL CONSENT CALENDAR — Continued

C. REJECTION OF CLAIM

1. Monica Meadors-Washington 12/13-2044A & B (civil rights)

Recommended Action: Motion to reject the listed claim

Rejected, 4/0

STAFF REPORT

D. APPROVAL OF TREASURER'S REPORT FOR JUNE 2012

Recommended Action: Motion to approve the report

Approved, 4/0

STAFF REPORT

E. STATEMENT OF INVESTMENT POLICY

Recommended Action: Motion to adopt the resolution

Reso 2012/56, 4/0

STAFF REPORT

F. ADOPTION OF A COMPLETE STREETS POLICY

Recommended Action: Motion to adopt the resolution

Reso 2012/57, 4/0

STAFF REPORT

G. RESOLUTION APPROVING UPDATED REVISIONS TO THE CLASS SPECIFICATIONS OF ADMINISTRATIVE ANALYST I AND II (CONFIDENTIAL UNIT)

Recommended Action: Motion to adopt the resolution

Reso 2012/58, 4/0

STAFF REPORT

H. NEW PROCEDURES FOR ESTABLISHING WATER ACCOUNTS

Recommended Action: Motion to receive and file

Received

STAFF REPORT

I. APPROVAL OF PROPOSAL AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH BROWN AND CALDWELL FOR ENGINEERING SERVICES FOR UPDATING THE CITY'S WATER SYSTEM MASTER PLAN (P.W. 340-9)

Recommended Action: Motion to approve the proposal and authorize the City Manager to sign an agreement with Brown and Caldwell for engineering services to update the City's Water System Master Plan and authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to increase Water Enterprise Funding for this project by \$148,060.00

STAFF REPORT

J. APPROVE AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH MARK THOMAS AND COMPANY, INC. FOR CONSTRUCTION SUPPORT SERVICES FOR THE WILBUR AVENUE OVERHEAD WIDENING PROJECT (P.W. 259-B)

Recommended Action: Motion to authorize the City Manager to execute an Amendment No. 3 to the Agreement for Professional Consultant Services with Mark Thomas and Company for the Wilbur Avenue Overhead Widening project

Approved, 4/0

STAFF REPORT

COUNCIL CONSENT CALENDAR — Continued

- K.** APPROVE AMENDMENT NO. 3 TO THE CONSULTANT SERVICES AGREEMENT FOR MONITORING WELLS CLOSURE SUPPORT WITH NICHOLS CONSULTING ENGINEERS, CHTD. (P.W. 143-P, 514-4 AND 516-A)

Corrected staff report on dais; Approved, 4/0

Recommended Action: Motion to approve Amendment No. 3 to the Consultant Services Agreement with Nichols Consulting Engineers, Chtd. for continued support with the closure of three underground storage tank sites and authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to increase the Water Enterprise Funding for this project by \$51,113.50

STAFF REPORT

- L.** LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Action: That the City Council takes the following two actions regarding the League of California Cities Annual Conference on September 5-7, 2012 in San Diego:

Approved, 4/0

1. Designates the voting delegate at the League Conference as the first City Council Member who confirms attendance at the Conference with the City Manager's Office; and
2. Approves overnight travel to the League's Annual Conference for City Council Members who confirm attendance with the City Manager's Office, with such travel reimbursement to be consistent with the Council's Travel and Expense Policy.

STAFF REPORT

END OF COUNCIL CONSENT CALENDAR

COUNCIL REGULAR AGENDA

- 2.** ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) FOR LOCAL SAFETY MEMBERS (*Introduced 7/24/12*)

Ord. 2058-C-S, 4/0

Recommended Action: Motion to adopt the ordinance

STAFF REPORT

7:34 P.M. **ROLL CALL** for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency – ***Council Member Kalinowski Absent***

CITY COUNCIL AND CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

3. CONFLICT OF INTEREST CODES FOR THE CITY OF ANTIOCH AND CITY AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

Recommendation: 1. Approve the resolution adopting the updated Conflict of Interest Code for the City **Reso 2012/59, 4/0**

STAFF REPORT

2. Approve the resolution adopting the Conflict of Interest Code for the City as Successor Agency to the Antioch Development Agency **SA Reso No. 2012/02, 4/0**

4. CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

A. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND UPDATE ON AB1484 **SA Reso No. 2012/03, 4/0**

Recommended Action: Motion to adopt the resolution approving the ROPS

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – 7:49 p.m.

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

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

**July 24, 2012
Council Chambers**

6:15 P.M. - CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Pursuant to subdivision (a) of Section 54956.9: City of Brentwood, et al. v. Campbell (Chevron Property Tax Assessment Refund Dispute), Contra Costa Superior Court Case No. N11-1029

Mayor Davis called the meeting to order at 7:03 P.M., and City Clerk Skaggs called the roll.

Present: Council Members Kalinowski, Harper, Rocha, Agopian and Mayor Davis

PLEDGE OF ALLEGIANCE

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

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, direction was given to staff.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS - None

PUBLIC COMMENTS

Marty Fernandez, Antioch resident, spoke to the inability of Delta Diablo Sanitation District Street to perform adequate street sweeping services due to the large quantity of vehicles parked on the street. He requested the City enforce the removal of inoperable vehicles and campaign for residents to move their vehicles on designated sweeping days. He urged the City to consider a no parking ordinance on sweeping days.

Markus Machado, Antioch resident, spoke in opposition of the City approving the licensing of additional gambling establishments in Antioch.

Greg Enholm, Bay Point resident, read a letter presented to Council requesting that they consider requesting a presentation by the College District to discuss how to increase the number of high school students attending Los Medanos and to provide information on the proposed College District parcel tax.

Mayor Davis requested Council members Rocha and Harper bring this issue to the attention of the Council/School District subcommittee.

Allen and Brandon Payton, Antioch residents, requested the Council oppose the approval and extension of the permit for Kelly's Card Room.

Ralph Hernandez Chairperson of Citizens for Democracy, stated he felt the Contra Costa Fire Chief had misused taxpayers dollars and suggested public entities address the public in ways not involving the expenditure of taxpayer's money.

Kirk Sawczuk, spoke in opposition to the approval and extension of Kelly's Card Room license.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Rocha reported Antioch resident and United States Marine veteran Lance Cpl Brian Vargas and his wife Monica, through donated labor and materials, had received a newly landscaped backyard. She thanked everyone involved for supporting Veterans.

Councilmember Harper reported he and Councilmember Rocha had attended an event in which United States Marine veteran Sgt. Brandon Del Fiorentino was given a home donated by Bank of America.

Councilmember Kalinowski reported he had been informed that the purchase of Kelly's Card Room had not occurred.

MAYOR'S COMMENTS

Mayor Davis welcomed the visiting delegation from Chichibu Japan.

Mr. Ikada representing the Sister City delegates stated they look forward to experiencing American life and studying Antioch. He thanked the City of Antioch for their support during the recent earthquake and nuclear radiation accident and stated they would welcome the delegation from Antioch next summer.

Sean Wright representing the Antioch Chamber of Commerce/Sister City Delegation reported Antioch had held a fundraiser to assist victims of the Tsunami. He announced a welcome dinner would be held on July 26, 2012 and a tree planting ceremony would be held at 12:00 P.M. on July 30, 2012. He encouraged the community to participate in the program and provided contact information.

Mayor Davis spoke to the value of those participating in the Sister City program. He announced he had received notification that Former Mayor of Chichibu, Mr. Zen-ichi Uchida had passed away and he offered his condolences to the delegates.

Shinichi Maeno, Superintendent of the Chichibu State Board of Education, thanked the City for welcoming them to Antioch.

Mr. Wright introduced the delegation members in attendance.

Mayor Davis thanked the host families for opening their homes to the delegates.

PRESENTATION

CONTRA COSTA FIRE DISTRICT

Contra Costa County Fire Chief Daryl Louder gave a brief overhead presentation of the Contra Costa Fire District including:

- Services and Programs
- Community Risks and Threats
- Financial Outlook
- Industry Standards and Best Practices
- Potential Tax Measure
- Impacts to Services if a Tax Measure Fails

In summary, Fire Chief Louder reiterated if there were a drawdown of 7-10 fire stations and 30% less personnel in the field, he did not believe he could adequately protect the community.

The Council thanked Chief Louder for the presentation.

In response to Councilmember Harper, Chief Louder discussed the insurance services organization ratings impact on insurance ratepayers.

Following discussion, Councilmember Kalinowski stated he hoped the recommendation to the Board of Supervisors would be relief for taxpayers, if the Fire District reached an established trigger, necessary to maintain critical services to operate.

Councilmember Agopian thanked Chief Louder for the presentation and agreed with Councilmember Kalinowski that if values improved, the amount of the tax should diminish.

ANTIOCH POLICE DEPARTMENT

Chief of Police Allan Cantando gave a brief overhead presentation of Police Stats Mid-Year 2012 including the following:

- Part 1 Crime Statistics
- Support Services – Volunteer Program, Animal Services, Internal Affairs, General Investigations Division and Specialized Units
- Bureau of Field Services - Calls For Service, Priority 1 Response Times, Arrests and Citations and Traffic Collisions
- New Developments – Tip Soft, COPS Grant, Promotions, New Officers, Reserve Police Officers, K-9 Program, Donations

He thanked Deputy Director of Community Development/Recreation Graham and Code Enforcement Officer Aquirre for their hard work dealing with squatter issues. He stated serving as

Chief had been wonderful experience and he looks forward to fostering relationships to benefit the community.

In response to Councilmember Agopian, Chief Cantando discussed the impacts of Assembly Bill 109 (AB109), which released forced state prisons to release non-serious/non-violent offenders back into the community. He reported there was an effort to establish a one-stop shop for services for these individuals and he had been active in advocating for state funding to address this issue.

Councilmember Agopian stated it was critical, for the future of Antioch, to improve staffing levels at the Police Department.

Councilmember Rocha stated it was critical to provide appropriate services for AB 109 releases.

Councilmember Kalinowski stated the failure of the sales tax measure two years ago had delivered the results today. He suggested staff be directed to come back at the first meeting in September with an action plan to bring back the CSO classification and funding a position to liaison with Human Resources for processing hires into the Police Department. He requested City Manager Jakel bring back a concept for consideration that would allow the hiring of temporary employees, into the academy, on a salary only basis. He further noted he feels it is a disservice not to fund the vacant Lieutenant position, within the Police Department.

Chief Cantando discussed his preference for hiring local residents and encouraged those interested, to apply. Contact information was provided.

Councilmember Harper stated the City was lucky to have Chief Cantando serving in Antioch and commended him for the transparency of the Police Department. He spoke to the need of enhancing staffing levels at the Police Department and reinstating the traffic unit. He reported he had met with District Attorney Peterson and made a recommendation for the establishment of a website for registering foreclosed properties.

Chief Cantando reported realtors had been working with the City to restrict water service to properties that had not been sold and he urged the public report all criminal activity.

Mayor Davis discussed the negative impacts of AB109 and thanked Chief Cantando for his advocacy on behalf of Antioch. He reminded the public that District Attorney funding was controlled by the Board of Supervisors.

In response to Councilmember Kalinowski, Chief Cantando stated a one stop agency would be housed in an existing County building or at the Police Department.

Councilmember Kalinowski stated the scope of services for a one stop agency should be clearly defined.

Ralph Hernandez Chairperson of Citizens for Democracy speaking in response to Fire Chief Louder, proposed contracting out and consolidating some services as well as creating a police safety agency as alternatives to the parcel tax.

COUNCIL CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MINUTES FOR JUNE 26, 2012 AND JULY 10, 2012**
- B. APPROVAL OF COUNCIL WARRANTS**
- C. APPROVAL OF TREASURER'S REPORT FOR JUNE 2012**
- D. REJECTION OF CLAIM**
 - 1. Visal Thong 12/13-2072 (lost property)**
- E. RESOLUTION NO. 2012/52 – ORDINANCE 2058 C-S APPROVING PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) CONTRACT AMENDMENT FOR LOCAL SAFETY MEMBERS**
- F. RESOLUTION NO. 2012/53 FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION TO PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)**
- G. CITY RETIREMENT PLANS – RESPONSE TO GRAND JURY REPORT**
- H. FINANCIAL TRANSPARENCY – RESPONSE TO GRAND JURY REPORT**
- I. CONSIDERATION OF BIDS FOR THE HAMLIN COURT SEWER IMPROVEMENTS (P.W. 249-13S)**
- J. CONSIDERATION OF BIDS FOR THE TRAFFIC SIGNALS IMPROVEMENT PROJECT: DELTA FAIR BOULEVARD AT BELLE DRIVE, AUTO CENTER DRIVE AT COSTCO WAY/WEST EIGHTEENTH STREET AND DELTA FAIR BOULEVARD AT SCHOOL STREET (P.W. 636-7)**
- K. RESOLUTION NO. 2012/54 ACCEPTING WORK AND AUTHORIZING CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE CURB, GUTTER AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE HANDICAPPED ACCESSIBLE RAMPS AT MISCELLANEOUS LOCATIONS, 2010-2011 (P.W. 507-13)**
- L. AUTHORIZATION TO ENTER INTO A RIGHT OF WAY USE AGREEMENT WITH NEXTG NETWORKS OF CALIFORNIA**

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

COUNCIL REGULAR AGENDA

2. BOARD AND COMMISSION APPOINTMENTS

Mayor Davis nominated Michael Gadams and Dick Augusta to serve on the Crime Prevention Commission.

On motion by Councilmember Harper, seconded by Councilmember Agopian the Council unanimously appointed Michael Gadams and Dick Augusta to the Crime Prevention Commission.

Mayor Davis nominated Maurice Jennings and Diana Busenbarrick to serve on the Board of Administrative Appeals.

On motion by Councilmember Kalinowski, seconded by Councilmember Harper the Council unanimously appointed Maurice Jennings and Diana Busenbarrick to the Board of Administrative Appeals.

Mayor Davis nominated Kerry Motts to the full term (2015) and Virginia Sanderson to the unexpired term (2013) for the Planning Commission.

On motion by Councilmember Rocha, seconded by Councilmember Harper the Council unanimously appointed Kerry Motts to the four year term (2015) and Virginia Sanderson the fill the unexpired term (2013) on the Planning Commission.

Mayor Davis nominated Roy Immekus, Rodney McClelland and Brent Thibeaux to the Parks and Recreation Commission.

On motion by Councilmember Rocha, seconded by Councilmember Agopian, the Council unanimously appointed Roy Immekus, Rodney McClelland and Brent Thibeaux to the Parks and Recreation Commission.

Mayor Davis thanked the applicants for their interest and staff for assisting in the interview process.

3. PRESENTATION OF INVESTMENT REPORT BY PFM (PUBLIC FINANCE MANAGEMENT)

City Treasurer Conley introduced Sarah Meacham who presented the report.

Director of Senior Managing Consultant PFM Asset Management LLC., gave a brief overhead presentation of the second quarter 2012 review of portfolio recommending the Council receive and file the report.

Motion by Councilmember Kalinowski to accept investment report.

Inadvertently the Council did not complete the motion to accept the Investment Report, until after the meeting was adjourned for the first time. At that point, the omission was noted, the City Council went back into open session with all five members present at 9:46 P.M., and the motion was seconded by Councilmember Harper and the Council unanimously accepted the report.

CITY COUNCIL AND CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

4. AGREEMENT FOR PURCHASE AND SALE OF HARD HOUSE PARCEL

City Attorney Nerland presented the staff report dated July 18, 2012 and supplemental staff report dated July 23, 2012 recommending the City Council and governing board of the City of Antioch as Successor Agency to the Antioch Development Agency adopt the resolutions approving and authorizing the City Manager to execute the Agreement for the Purchase and Sale of the Hard House Parcel with Escrow Instructions that provides for the transfer of the Hard House parcel to the nonprofit Friends of the Roswell Butler Hard House for no monetary consideration but subject to conditions on the rehabilitation of the Hard House and use of the property as a Local Public History Museum Home for educational and cultural programs, including no cost to the City for use.

Elizabeth Rimbault representing the Friends of the Roswell Butler Hard House gave a brief history of the property. She stated if the if the City were to take the property back after 7 years, they should be required to pay fair market value minus any government underwritten loans or grants. After 7 years, if the Friends of the Roswell Butler Hard House failed, the property should revert back to the City at no cost or they could be directed to transfer it to another non-profit entity. She stated they are prepared to go forward and urged the Council to approve the resolutions.

Mayor Davis thanked the Friends of the Roswell Butler Hard House for their dedication to the project.

RESOLUTION NO. 2012/55
RESOLUTION NO. 2012/56

On motion by Councilmember Kalinowski, seconded by Councilmember Rocha the Council unanimously approved the resolutions with the following changes to the agreement:

- The Friends of the Roswell Butler Hard House will place a deposit for the lot line adjustment/lot split of \$1500.00
- The city retains the right of first refusal during the first 7 year period or until it the building is operational. After that 7 year period expires and the Hard House is operational the city no longer has the right of first refusal

5. CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

A. APPROVAL OF SUCCESSOR AGENCY WARRANTS

On motion by Councilmember Harper, seconded by Councilmember Rocha the Council unanimously approved the Successor Agency Warrants.

6. CITY OF ANTIOCH AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY

A. APPROVAL OF HOUSING SUCCESSOR WARRANTS

On motion by Councilmember Rocha, seconded by Councilmember Harper the Council unanimously approved the Housing Successor Warrants.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Jakel reminded Council there would be a single meeting in August on the 14th and the next meeting following would be held on September 11, 2012. He reported GenOn is engaging in a stock swap transaction with the NRG Energy Company and the transition should be seamless.

COUNCIL COMMUNICATIONS

Councilmember Kalinowski clarified his earlier comments regarding the tax measure were in reference specifically to Measure P.

ADJOURNMENT

With no further business, Mayor Davis adjourned the meeting in memory of the former Mayor of Chichibu Japan, Antioch's sister city at 9:45 P.M. to the next regular Council meeting on August 14, 2012.

The meeting reconvened at 9:46 P.M. to complete the motion for item #3 PRESENTATION OF INVESTMENT REPORT BY PFM (PUBLIC FINANCE MANAGEMENT). City Clerk Skaggs called the roll with all Councilmembers present.

3. PRESENTATION OF INVESTMENT REPORT BY PFM (PUBLIC FINANCE MANAGEMENT)

On motion by Councilmember Kalinowski, seconded by Councilmember Harper the Council unanimously received and filed the report.

In response to Councilmember Rocha, City Manager Jakel stated he would be reporting out on the squatter issue at a future Council meeting.

With no further business, Mayor Davis adjourned the meeting at 9:48 P.M. to August 14, 2012.

Respectively submitted,

Denise Skaggs, City Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 19 - AUGUST 8, 2012
 FUND/CHECK#

100 General Fund

Non Departmental

340399	LOEWKE PLANNING ASSOCIATES	CONSULTANT SERVICES	9,908.64
340419	PROFESSIONAL RECOVERY SYSTEMS	COMMISSION PAYMENT	184.11
340469	BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	40.24
340479	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	30,277.26
340480	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE FEE	131,571.00
340484	CSAC EXCESS INSURANCE AUTHORITY	PAYROLL DEDUCTIONS	11.73
340490	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	252,099.00
340564	TORRES, JOSE	SMI FEE REFUND	2.00
340593	BANK OF AMERICA	BULLET PROOF VEST	494.40
340601	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	619.50
340627	DELTA DENTAL	PAYROLL DEDUCTIONS	454.92
340662	KRAMER TELECOM LAW FIRM	LEGAL SERVICES	1,138.00
340691	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	14,718.38
917653	ZUMWALT ENGINEERING GROUP INC	ENGINEERING SERVICES	450.00

City Council

201731	COSTCO	SUPPLIES	53.96
340546	PERS	COUNCIL PAYMENT	264.26

City Attorney

201934	SHUTE MIHALY AND WEINBERGER LLP	MEETING EXPENSE	35.00
340389	JARVIS FAY AND DOPORTO LLP	LEGAL SERVICES	3,014.16
340396	LEXISNEXIS MATTHEW BENDER	ONLINE LEGAL RESEARCH	75.00
340430	SHRED IT INC	SHRED SERVICES	47.81
340451	XEROX CORPORATION	COPIER LEASE	155.91

City Manager

201936	DS WATERS OF AMERICA	WATER & SUPPLIES	26.50
340387	JAKEL, JIM	EXPENSE REIMBURSEMENT	33.00
340389	JARVIS FAY AND DOPORTO LLP	LEGAL SERVICES	1,486.33
340451	XEROX CORPORATION	COPIER LEASE	155.91
340470	CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	111.00

City Clerk

201945	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	21.65
340450	XEROX CORPORATION	COPIER LEASE	290.24
340636	EIDEN, KITTY J	MINUTES CLERK	476.00

City Treasurer

340544	PFM ASSET MGMT LLC	JUNE SERVICES	6,559.08
917643	CONLEY, DONNA	VEHICLE ALLOWANCE	350.00

Human Resources

201945	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	21.98
340407	NETSOURCE INC	CONSULTANT SERVICES	2,027.52
340430	SHRED IT INC	SHRED SERVICES	28.97
340450	XEROX CORPORATION	COPIER LEASE	291.38
340623	CPS HUMAN RESOURCE SERVICES	EMPLOYMENT EXAM SERVICE	1,420.10
340674	NETSOURCE INC	CONSULTANT SERVICES	2,027.52
340676	OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICES	1,358.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
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340678 OFFICE MAX INC	OFFICE SUPPLIES	113.26
340682 PARS	PROFESSIONAL SERVICES	2,125.57
340687 PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	1,600.00
Economic Development		
340348 ANTIOCH AUTO CENTER	TAX REBATE	84,197.00
340355 BBR LLP	CONSULTANT SERVICES	870.00
340451 XEROX CORPORATION	COPIER LEASE	160.72
Finance Administration		
340409 OFFICE MAX INC	OFFICE SUPPLIES	382.19
340451 XEROX CORPORATION	COPIER LEASE	363.37
Finance Accounting		
201945 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	23.80
340409 OFFICE MAX INC	BUSINESS CARDS-CASTRO	31.80
340430 SHRED IT INC	SHRED SERVICES	47.81
917780 SUNGARD PUBLIC SECTOR INC	AUG12 ASP SERVICE	12,361.99
Finance Operations		
340343 ALL PRO PRINTING SOLUTIONS	ENVELOPES	16,094.61
340406 NEOPOST	MAINTENANCE AGREEMENT	7,397.36
340409 OFFICE MAX INC	BUSINESS CARDS-SAUNDERS	31.80
340439 TYLER TECHNOLOGIES	INSITE FEES	680.00
340450 XEROX CORPORATION	COPY USAGE	1,275.19
340532 NEOPOST	MAINTENANCE CONTRACT	6,170.01
340535 OFFICE MAX INC	OFFICE SUPPLIES	1,413.76
340567 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	16.00
340576 XEROX CORPORATION	COPIER LEASE	1,339.25
340713 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	28.00
Non Departmental		
201942 DELTA SQUARE ASSOCIATES	BUS LIC OVERPAYMENT REFUND	25.68
201944 LIFELINK TRANSPORT	BUS LIC STICKER FEE REFUND	5.00
201946 LIDS 5986	BUS LIC APP FEE REFUND	30.00
201947 AWNING DETAILERS	BUS LIC APP FEE REFUND	30.00
201948 FOOT LOCKER #8098	BUS LIC APP FEE REFUND	30.00
201949 CHAMPS SPORTS	BUS LIC APP FEE REFUND	30.00
201950 HILLCREST SCHOOL UNIFORMS	BUS LIC APP FEE REFUND	30.00
340404 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	23,016.24
340547 PERS	NON ELIGIBLE ADMIN FEE	1,584.74
340605 CHAPMANS DOG GROOMING	BUS LIC OVERPAYMENT REFUND	115.00
340670 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	29,572.00
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	78,638.00
917809 RETIREE	MEDICAL AFTER RETIREMENT	1,643.21
Public Works Maintenance Administration		
340533 NEXTEL SPRINT	CELL PHONE	61.10
340576 XEROX CORPORATION	COPY USAGE	54.96
Public Works General Maintenance Services		
340533 NEXTEL SPRINT	CELL PHONE	19.55
340576 XEROX CORPORATION	COPY USAGE	146.40

Prepared by: Georgina Meek
 Finance Accounting

8/9/2012

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 19 - AUGUST 8, 2012
 FUND/CHECK#

Public Works Street Maintenance

340423 RED WING SHOE STORE	SAFETY SHOES-ZEPEDA	412.08
340462 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	795.19
340514 L SERPA TRUCKING INC	TRUCK RENTAL	1,701.00
340520 LOWES COMPANIES INC	SUPPLIES	6.73
340533 NEXTEL SPRINT	CELL PHONE	21.11
340594 BAY AREA BARRICADE	BARRICADES	1,837.55
340715 UNIVERSAL BUILDING SERVICES INC	STREET SWEEPING SERVICES	220.00
917649 QUENVOLDS	SAFETY SHOES-NORTHAM	199.18
917650 TELFER OIL COMPANY	OVERLAY	3,385.41

Public Works-Signal/Street Lights

340455 AMERICAN GREENPOWER USA INC	STREET LIGHT SUPPLIES	148.91
340460 AMERICAN GREENPOWER USA INC	INDUCTION LAMPS	6,084.88
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,929.20
340713 UNITED PARCEL SERVICE	SHIPPING	132.75
917718 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,548.78

Public Works-Striping/Signing

201911 CONTRA COSTA HOSE AND FITTINGS	GAUGE & FILTER	80.30
340423 RED WING SHOE STORE	SAFETY SHOES-POWELL	206.94
340429 SHERWIN WILLIAMS CO	LADDER	342.69
340507 INTERSTATE SALES	PAINT	1,365.57
340520 LOWES COMPANIES INC	SUPPLIES	173.38
340533 NEXTEL SPRINT	CELL PHONE	39.31
340535 OFFICE MAX INC	OFFICE SUPPLIES	19.87
340579 ACE HARDWARE, ANTIOCH	SUPPLIES	41.12
340583 ANTIOCH AUTO PARTS	SEAT CUSHION STRIPER	30.29
340624 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTALS	212.17
340657 INTERSTATE SALES	SUPPLIES	1,146.92
340700 SHERWIN WILLIAMS CO	GRAFFITI PAINT	336.98

Public Works-Facilities Maintenance

340354 BAY CITIES PYROTECTOR	SPRINKLER INSPECTION	875.00
340503 HONEYWELL INTERNATIONAL INC	SERVICE CONTRACT	13,586.13
340520 LOWES COMPANIES INC	SUPPLIES	369.41
340534 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	100.00
340541 PACIFIC GAS AND ELECTRIC CO	GAS	10,796.88
340664 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	358.70
340670 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	2,649.00

Public Works-Parks Maint

340412 ORCHARD SUPPLY HARDWARE	GAS BLOWER	86.59
340413 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	575.00
340455 LEATHERS AND ASSOCIATES	PLAYGROUND EQUIPMENT	39.41
340510 KAY PARK AND REC CORP	PARK EQUIPMENT	931.00
340525 MIRACLE PLAY SYSTEMS INC	REPAIR PARTS	377.79
340539 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	40,717.82
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	813.35
340563 STEWARTS TREE SERVICE	TREE SERVICES	1,150.00

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340680	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	1,121.00
340706	STEWARTS TREE SERVICE	TREE SERVICES	450.00
Public Works-Median/General Land			
340408	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
340504	HORIZON	SUPPLIES	726.25
340537	ORCHARD SUPPLY HARDWARE	SUPPLIES	26.44
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,670.96
340579	ACE HARDWARE, ANTIOCH	PVC FITTINGS	11.59
917646	JOHN DEERE LANDSCAPES PACHECO	IRRIGATION SUPPLIES	677.12
Public Works-Work Alternative			
340412	ORCHARD SUPPLY HARDWARE	GARBAGE CANS	36.78
340533	NEXTEL SPRINT	CELL PHONE	49.23
Police Administration			
201875	ABI	DEPOSIT REFUND	15.00
340344	AMERICAN TOWER CORPORATION	TOWER RENTAL	216.12
340361	CLEAR INC.	TRAINING-HEAD	400.00
340366	CONCORD UNIFORMS LLC	BODY ARMOR	3,724.70
340375	DISNEYLAND PARADISE PIER HOTEL	LODGING-HEAD	672.75
340381	HEAD, SHIRLEY	PER DIEM	227.20
340386	INTERVIEWS AND INTERROGATIONS	TRAINING-KOCH/MCMANUS	764.00
340390	JOHNSON, VIRGINIA L	PER DIEM	305.00
340409	OFFICE MAX INC	OFFICE SUPPLIES	346.39
340450	XEROX CORPORATION	COPIER LEASE	1,064.47
340451	XEROX CORPORATION	COPIER LEASE	614.07
340455	CONCORD UNIFORMS LLC	HEARING PROTECTORS	8.00
340494	FOUNTAINGROVE INN	LODGING-JOHNSON	475.00
340535	OFFICE MAX INC	OFFICE SUPPLIES	86.73
340551	RGH GROUP, THE	PD RECRUITMENT	1,400.00
340567	UNITED PARCEL SERVICE	SHIPPING	9.23
340585	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	275.00
340591	BACIAA	TRAINING-JOHNSON	350.00
340600	BROOKS, TAMMANY N	EXPENSE REIMBURSEMENT	487.86
340604	CCC POLICE CHIEFS ASSOCIATION	ASSOCIATION DUES	650.00
340611	COMMERCIAL SUPPORT SERVICES	CAR WASHES	407.00
340612	CONTRA COSTA COUNTY	RANGE USE FEES	50.00
340625	CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	103.37
340631	DOUBLETREE HOTEL	LODGING-BROOKS	462.05
340638	ENTERPRISE RENT-A-CAR	VEHICLE RENTAL-BROOKS	172.10
340641	GALLS INC	POLICE SAFETY EQUIPMENT	301.72
340648	HILTON	LODGING-MCMANUS WK1	453.00
340649	HILTON	LODGING-MCMANUS WK2	453.00
340650	HILTON	LODGING-KOCH WK1	453.00
340651	HILTON	LODGING-KOCH WK2	453.00
340661	KOCH, MATTHEW T	PER DIEM	610.00
340663	LAW OFFICES OF JONES AND MAYER	LEGAL SERVICES	5,938.00
340666	MC MANUS, ERIC A	PER DIEM	610.00

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340668	MOORE K9 SERVICES	K9 TRAINING	9,000.00
340672	NATIONAL LAW ENFORCEMENT SUPPLY	EVIDENCE SUPPLIES	174.19
340678	OFFICE MAX INC	OFFICE SUPPLIES	476.66
340685	PITNEY BOWES INC	RENTAL FEES	331.35
340688	PSYCHOLOGICAL SERVICES GROUP	CRITICAL INCIDENT DEBRIEF	787.50
340692	REACH PROJECT INC	REACH SERVICES	48,175.00
340701	SHRED IT INC	SHRED SERVICE	252.86
340704	STATE OF CALIFORNIA	FINGERPRINTING	192.00
340713	UNITED PARCEL SERVICE	SHIPPING	9.45
340718	VERIZON WIRELESS	AIR CARDS	82.37
917645	HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	3,295.32
917647	MOBILE MINI LLC	PORTABLE STORAGE CONTAINER	106.76
917741	MOBILE MINI LLC	PORTABLE STORAGE CONTAINER	106.76
917804	COMPUTERLAND	DATA SWITCH	54.13
917805	CRYSTAL CLEAR LOGOS INC	UNIFORMS	411.91
917810	HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	513.24
917812	IMAGE SALES INC	BADGES	45.62
917813	MOBILE MINI LLC	PORTABLE STORAGE CONTAINER	208.52
Police Community Policing			
201878	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	63.30
340402	MOORE K9 SERVICES	K-9 TRAINING	500.00
340469	BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	11.25
340627	DELTA DENTAL	PAYROLL DEDUCTIONS	111.74
340644	HARGER, MATTHEW J	EXPENSE REIMBURSEMENT	139.02
340653	HUNT AND SONS INC	FUEL	92.14
340668	MOORE K9 SERVICES	K9 TRAINING	500.00
Police Traffic Division			
340669	MOTOR COP SHOP INC	MOTORCYCLE EQUIPMENT	2,099.64
Police Investigations			
201878	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	29.70
340576	XEROX CORPORATION	COPIER LEASE	473.07
340587	AT AND T MCI	PHONE RECORDS	49.65
340597	BIAS, STEVE M	EXPENSE REIMBURSEMENT	37.00
340613	CONTRA COSTA COUNTY	SART EXAMS	5,000.00
340614	CONTRA COSTA COUNTY	LAB TESTING	4,998.00
340615	CONTRA COSTA COUNTY	LAB TESTING	1,210.00
340616	CONTRA COSTA COUNTY	LAB TESTING	13,566.50
340617	CONTRA COSTA COUNTY	EXTRADITION	350.00
340667	METRO PCS	PHONE RECORDS	1,500.00
340708	THOMSON WEST	ONLINE DATABASE	361.10
Police Special Operations Unit			
340709	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	2,393.34
Police Communications			
340533	NEXTEL SPRINT	CELL PHONE EQUIPMENT	330.81
340547	PERS	PAYROLL DEDUCTIONS	2.45
340588	AT AND T MOBILITY	HIGH SPEED WIRELESS	2,716.56

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340589 AT AND T MOBILITY	HIGH SPEED WIRELESS	102.80
Police Community Volunteers		
340622 COSTCO	WATER	33.00
Police Facilities Maintenance		
340354 BAY CITIES PYROTECTOR	SPRINKLER INSPECTION	750.00
340503 HONEYWELL INTERNATIONAL INC	SERVICE CONTRACT	8,643.63
340533 NEXTEL SPRINT	CELL PHONE	2,485.58
340534 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	165.00
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	19,584.71
340590 AUTOMATIC DOOR SYSTEMS INC	GATE REPAIR	890.48
340632 DREAM RIDE ELEVATOR	ELEVATOR REPAIRS	825.00
340664 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	71.74
340695 ROCHESTER MIDLAND CORP	RESTROOM MAINTENANCE	1,384.20
917718 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,103.00
Community Development Administration		
201935 RICKS ON SECOND	MEETING EXPENSE	36.00
340576 XEROX CORPORATION	COPIER LEASE	273.60
Community Development Neighborhood Improvement		
201429 CRYSTAL CLEAR LOGOS INC	EMBROIDERY	38.97
340710 TURNAGE II, KEN	PUBLIC NUISANCE ABATEMENT	373.03
PW Engineer Land Development		
340533 NEXTEL SPRINT	CELL PHONE	101.16
340576 XEROX CORPORATION	COPIER LEASE	106.38
Community Development Building Inspection		
340372 DELTA MUNICIPAL CONSULTING INC	CONSULTING SERVICES	6,800.00
340533 NEXTEL SPRINT	CELL PHONE	56.24
340564 TORRES, JOSE	BLDG PERMIT FEE REFUND	164.44
340678 OFFICE MAX INC	OFFICE SUPPLIES	245.81
Capital Imp. Administration		
340451 XEROX CORPORATION	COPIER STAPLES	131.24
Community Development Engineering Services		
340533 NEXTEL SPRINT	CELL PHONE	32.51
340678 OFFICE MAX INC	OFFICE SUPPLIES	175.22
212 CDBG Fund		
CDBG		
340391 KENNEDY, JANET	CONSULTANT SERVICES	540.00
340401 MCK SERVICES INC	PAVEMENT PROJECT RETENTION	12,776.91
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	90.00
CDBG NSP		
340391 KENNEDY, JANET	CONSULTANT SERVICES	810.00
213 Gas Tax Fund		
Streets		
340400 MARK THOMAS AND CO INC	PROFESSIONAL SERVICES	10,135.82
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	22,058.60

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214 Animal Control Fund

Animal Control

340450	XEROX CORPORATION	COPIER LEASE	215.71
340455	LITTLE GIFTS INC	SIGNS	85.01
340488	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	301.82
340489	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	3,492.80
340502	HILLS PET NUTRITION	ANIMAL FOOD	233.35
340512	KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICE	1,850.00
340520	LOWES COMPANIES INC	SUPPLIES	100.98
340530	MWI VETERINARY SUPPLY CO	SUPPLIES	931.66
340533	NEXTEL SPRINT	CELL PHONE	123.38
340535	OFFICE MAX INC	TONER	154.34
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,030.77
340582	ANIMAL SUPPLY LOGISTICS	PET FOOD AND SUPPLIES	751.60
340596	BEST WESTERN	LODGING-ROMERO	1,201.50
340633	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	81.80
340642	GOMEZ, ADA S D	PER DIEM	923.00
340646	HILLS PET NUTRITION	ANIMAL FOOD	274.50
340671	MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	1,818.00
340697	SAGE	VETERINARY SERVICES	156.00

215 Civic Arts Fund

Civic Arts

340503	HONEYWELL INTERNATIONAL INC	SERVICE CONTRACT	271.73
340586	ARTS AND CULTURAL FOUNDATION	SPONSORSHIP	23,000.00
340670	MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	569.00

216 Park-In-Lieu Fund

Parks & Open Space

340610	COMMERCIAL POOL SYSTEMS INC	POOL EQUIPMENT	18,511.67
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218 Senior Bus Fund

Senior Bus

340671	MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	67.00
340676	OCCUPATIONAL HEALTH CENTERS	MEDICAL RECERTIFICATION	70.15

219 Recreation Fund

Non Departmental

340346	ANJARI, CARMEN	DEPOSIT REFUND	500.00
340378	GONZALEZ, RACHELLE	DEPOSIT REFUND	1,000.00
340383	HOME LIBERTY	DEPOSIT REFUND	500.00
340388	JAMES, JULIETTE	DEPOSIT REFUND	500.00
340394	LAURON, PEACHY	DEPOSIT REFUND	465.00
340440	UMARIZOR, LENDIS	DEPOSIT REFUND	800.00
340496	GARRISON, JACQUELYN	CONTRACTOR PAYMENT	321.00
340513	KOVALICK, LUANNE	CONTRACTOR PAYMENT	595.06
340558	SILENT PARTNER PRIVATE SECURITY	SECURITY GUARD SERVICE	637.50
340562	STATE BOARD OF EQUALIZATION	SALES TAX APR12-JUN12	216.78
340578	YOUNG REMBRANDTS INC	CONTRACTOR PAYMENT	544.67
340603	CARIASO, ANGELICA	CONTRACTOR PAYMENT	245.20

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340626 DAY ROA, RENEE	CONTRACTOR PAYMENT	1,201.36
340659 JUMP BUNCH	CONTRACTOR PAYMENT	141.28
340665 LIPPE, PATRICIA	CONTRACTOR PAYMENT	277.92
Recreation Admin		
340463 AT AND T MCI	PHONE	62.85
340503 HONEYWELL INTERNATIONAL INC	SERVICE CONTRACT	5,706.44
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,970.92
340664 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	143.48
Senior Programs		
340535 OFFICE MAX INC	OFFICE SUPPLIES	1,778.71
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,313.95
340593 BANK OF AMERICA	FURNITURE	1,603.11
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	548.00
340678 OFFICE MAX INC	OFFICE SUPPLIES	459.62
Recreation Classes/Prog		
201850 ELLIS, ELDREAI	CLASS REFUND	68.00
201856 MANGOBA, ARLENE	CLASS REFUND	65.00
201857 CLARK, KATHLEEN	CLASS REFUND	65.00
201858 SNIDER, LYND SAY	CLASS REFUND	46.00
201859 NEOPOST	POSTAGE MACHINE RENTAL	14.02
201860 CHIFFOLEAU, CLAUDIA MARIE	CLASS REFUND	51.00
201861 CONCEPCION, FE	CLASS REFUND	43.35
201862 ROGERS, KAREN	CLASS REFUND	51.00
201863 JENNINGS, ELISHA	CLASS REFUND	51.00
201864 DESOTO, EVELYN	CLASS REFUND	58.00
201866 KING, KENNETH	CLASS REFUND	10.00
201868 TAPIA, JOANNA	CLASS REFUND	59.00
201869 GALDAMEZ, NORMA	CLASS REFUND	21.00
340370 CRISCOLOGO, CELINA	CLASS REFUND	170.00
340482 CPR FAST	CONTRACTOR PAYMENT	291.60
340483 CRISTOBAL, LOGAN	CLASS REFUND	170.00
340496 GARRISON, JACQUELYN	CONTRACTOR PAYMENT	240.60
340500 HERTSTEIN, AMBER	CLASS REFUND	165.00
340513 KOVALICK, LUANNE	CONTRACTOR PAYMENT	417.14
340560 STARGAZERS/TRACI MARTIN	CONTRACTOR PAYMENT	721.00
340578 YOUNG REMBRANDTS INC	CONTRACTOR PAYMENT	352.33
340603 CARIASO, ANGELICA	CONTRACTOR PAYMENT	98.00
340626 DAY ROA, RENEE	CONTRACTOR PAYMENT	637.84
340659 JUMP BUNCH	CONTRACTOR PAYMENT	93.92
340665 LIPPE, PATRICIA	CONTRACTOR PAYMENT	96.30
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	653.00
Recreation Camps		
201849 YOUNG, GRACIE	CLASS REFUND	78.00
201852 CLARKE, BETSY	CLASS REFUND	85.00
201855 RATCHFORD, LISA	OVERPAYMENT REFUND	7.00

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Recreation Sports Programs

201853 PAMBID, CEASAR	CLASS REFUND	75.00
201854 WEBB, GEORGE	CLASS REFUND	75.00
340365 COMMUNITY RESOURCES 4 YOUTH INC	DEPOSIT REFUND	200.00
340438 TURNER, CYNTHIA	DEPOSIT REFUND	118.00
340474 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	598.00
340537 ORCHARD SUPPLY HARDWARE	SUPPLIES	249.71
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,722.31
340573 WILSON, DAVID	DEPOSIT REFUND	118.00
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	501.00

Recreation Teens

201865 KENNEDY, CECELIA	CLASS REFUND	85.00
201867 WEBB, GEORGE	CLASS REFUND	78.00

Rec After School/AUSD

340369 COSTCO	SUPPLIES	308.49
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Recreation Special Needs

201850 ELLIS, ELDREAI	CLASS REFUND	10.00
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Recreation Concessions

201945 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	19.78
340369 COSTCO	SUPPLIES	836.35
340445 US FOODSERVICE INC	CONCESSION SUPPLIES	362.81
340717 US FOODSERVICE INC	CONCESSION SUPPLIES	457.63

Recreation-New Comm Cntr

201851 LAMOTHE CLEANERS	DRY CLEANING	99.00
201945 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	7.99
340342 ACME SECURITY SYSTEMS	TRANSMITTER BATTERY	505.41
340377 EIDEN, KITTY J	MINUTES CLERK	120.00
340382 HILLYARD INDUSTRIES	JANITORIAL SUPPLIES	461.79
340451 XEROX CORPORATION	COPIER LEASE	276.18
340456 ACME SECURITY SYSTEMS	ALARM SERVICE	453.82
340520 LOWES COMPANIES INC	SUPPLIES	246.15
340522 MARLIES CLEANING SERVICE	CLEANING SERVICE	277.00
340535 OFFICE MAX INC	OFFICE SUPPLIES	75.90
340609 COMCAST	CONNECTION SERVICE	1,578.74
340670 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	12,973.00
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	622.00
340675 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	200.00
340680 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	5,636.68
917705 HAMMONS SUPPLY COMPANY	SUPPLIES	210.78
917808 HAMMONS SUPPLY COMPANY	SUPPLIES	277.38

223 Child Care Fund

Child Care

340670 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	346.00
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226 Solid Waste Reduction Fund

Solid Waste Used Oil

340628 DELTA DIABLO SANITATION DISTRICT	HOUSEHOLD HAZARDOUS WASTE	4,198.16
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Solid Waste

340455 WEISENBACH SPECIALTY PRINTING INC	SUPPLIES	242.96
340628 DELTA DIABLO SANITATION DISTRICT	HOUSEHOLD HAZARDOUS WASTE	19,267.28
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	113.00

229 Pollution Elimination Fund

Channel Maintenance Operation

340347 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE SERVICES	5,520.00
340437 TARGET SPECIALTY PRODUCTS	SUPPLIES	1,638.02
340466 BENCHMARK CONSULTANTS	MARKLEY CREEK SURVEY	500.00
340520 LOWES COMPANIES INC	SUPPLIES	23.31
340533 NEXTEL SPRINT	CELL PHONE	49.23
340542 PAPA	REGISTRATION-RAMIREZ	240.00
340613 CONTRA COSTA COUNTY	INSPECTION SERVICE	316.00
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	432.00
340707 TARGET SPECIALTY PRODUCTS	SPRAY GUN	374.49

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

340408 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	793.67

Lonetree Maintenance Zone 2

340540 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	484.00
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	678.58
340563 STEWARTS TREE SERVICE	TREE SERVICES	700.00

Lonetree Maintenance Zone 3

340540 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,995.00
340541 PACIFIC GAS AND ELECTRIC CO	GAS	1,117.71
340681 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,276.00

Lonetree Maintenance Zone 4

340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	292.12
340677 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	825.00

252 Downtown SLLMD Fund

Downtown Maintenance

340408 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	498.59

253 Almondridge SLLMD Fund

Almondridge Maintenance

340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	205.02
340677 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,175.00

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

340408 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	807.61
340681 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,714.00

Hillcrest Maintenance Zone 2

340408 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	960.00
340540 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,364.00

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340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	713.10
340681	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,938.60
Hillcrest Maintenance Zone 4			
340408	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	594.11
340681	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	3,618.00
255 Park 1A Maintenance District Fund			
Park 1A Maintenance District			
340408	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
340539	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	160.00
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	110.50
256 Citywide 2A Maintenance District Fund			
Citywide 2A Maintenance Zone 3			
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	74.99
Citywide 2A Maintenance Zone 4			
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	352.42
Citywide 2A Maintenance Zone 5			
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	409.46
340706	STEWARTS TREE SERVICE	STUMP REMOVAL	750.00
Citywide 2A Maintenance Zone 6			
340408	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
340436	STEWARTS TREE SERVICE	TREE SERVICE	650.00
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	214.66
917646	JOHN DEERE LANDSCAPES PACHECO	CONTROLLER INSTALLATION	614.95
Citywide 2A Maintenance Zone 8			
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	262.52
Citywide 2A Maintenance Zone 9			
340408	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	467.12
340681	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	968.00
Citywide 2A Maintenance Zone10			
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	101.29
340677	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	745.00
257 SLLMD Administration Fund			
SLLMD Administration			
340437	TARGET SPECIALTY PRODUCTS	CHEMICALS	4,305.94
340533	NEXTEL SPRINT	CELL PHONE	139.15
340670	MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	12,458.00
340671	MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	243.00
259 East Lone Tree SLLMD Fund			
Zone 1-District 10			
340541	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	48.94
340677	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,200.00
311 Capital Improvement Fund			
Public Buildings & Facilities			
340380	HARRISON ENGINEERING INC	ENGINEERING SERVICES	6,337.32

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340416 PLATINUM PIPELINE INC	MARKLEY CREEK PROJECT	103,958.50
340610 COMMERCIAL POOL SYSTEMS INC	DRAIN COVERS	5,486.10
312 Prewett Family Park Fund		
Non Departmental		
340459 ALVAREZ, ADAM	EVENT ENTERTAINMENT	400.00
340555 RUIZ, JOE	EVENT ENTERTAINMENT	400.00
340593 BANK OF AMERICA	PORTABLE TAP FLOOR	1,797.29
Parks & Open Space		
340455 LEOS PRO AUDIO	SYSTEM UPGRADE	738.11
340461 AMS DOT NET INC	DATA CABINET	1,250.00
340515 LAN CON VOICE DATA CABLING	SECURITY CAMERA	2,554.21
340593 BANK OF AMERICA	PROJECTOR	1,129.00
340624 CRESCO EQUIPMENT RENTALS	LIFT	8,085.80
319 Residential Dev Alloc Fund		
Non Departmental		
340389 JARVIS FAY AND DOPORTO LLP	LEGAL SERVICES	353.33
340477 CONTRA COSTA COUNTY	LIBRARY SERVICES	29,495.75
340635 ECONOMIC & PLANNING SYSTEMS INC	CONSULTING SERVICES	5,135.00
376 Lone Diamond Fund		
Assessment District		
340421 PUBLIC STORAGE	STORAGE FEE	532.00
411 Golf Course Clubhouse Fund		
Non Departmental		
340447 WELLS FARGO BANK	ADMIN FEE	1,300.00
340670 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	3,342.00
416 Honeywell Capital Lease Fund		
Non Departmental		
340592 BANK OF AMERICA	LOAN PAYMENT	42,588.54
570 Equipment Maintenance Fund		
Non Departmental		
340384 HUNT AND SONS INC	FUEL	21,901.33
340505 HUNT AND SONS INC	FUEL	19,672.04
Equipment Maintenance		
340349 ANTIOCH AUTO PARTS	AUTO REPAIR PARTS	36.80
340350 ANTIOCH CHRYSLER JEEP DODGE	WINDOW REGULATOR	169.95
340351 ANTIOCH MUFFLER	CATALYTIC CONVERTER	412.76
340376 EAST BAY TIRE CO	TIRE REPAIR	213.78
340415 PETERSON	SEAT COVER	468.37
340446 WALNUT CREEK FORD	SHOCKS	807.96
340476 CONTRA COSTA COUNTY	RADIO PROGRAMMING	441.26
340499 HARLEY DAVIDSON	BATTERY	166.54
340520 LOWES COMPANIES INC	SUPPLIES	45.16
340528 MUNICIPAL POOLING AUTHORITY	FY12/13 VEHICLE POLICY	12,124.00
340536 ONE 800 RADIATOR	RADIATOR	334.50
340541 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	568.29
340565 TRED SHED, THE	TIRES	5,320.56

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340576 XEROX CORPORATION	COPY USAGE	67.07
340583 ANTIOCH AUTO PARTS	BATTERIES	465.17
340606 CHUCKS BRAKE AND WHEEL SERVICE	BATTERIES	1,151.99
340621 COP SHOP INSTALLATION INC	EQUIPMENT REMOVAL	350.00
340664 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	71.73
340670 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	873.00
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	992.00
340690 PURSUIT TECHNOLOGY INC	POWER TAMERS	3,239.13
340698 SCOTTOS AUTO BODY INC	BODY SHOP SERVICES	3,936.33
340720 WALNUT CREEK FORD	ABS MODULE	2,826.12
917637 A1 TRANSMISSION	TRANSMISSION	2,154.23
917662 BIG SKY ENTERPRISES INC	TIRE DISPOSAL	158.25
917785 UNLIMITED GRAPHIC & SIGN NETWORK	DECALS	280.32
917815 UNLIMITED GRAPHIC & SIGN NETWORK	DECALS	120.17

573 Information Services Fund

Information Services

340533 NEXTEL SPRINT	CELL PHONE	49.23
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	543.00
340719 VERIZON WIRELESS	AIR CARD	45.01

Network Support & PCs

340464 AT AND T MCI	PHONE	357.32
340533 NEXTEL SPRINT	CELL PHONE	107.17
340609 COMCAST	CONNECTION SERVICE	1,040.53
340630 DIGITAL SERVICES	WEBSITE MAINTENANCE	2,145.00
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	771.00
917672 CDW GOVERNMENT INC	HP DATA CART	1,795.94

Telephone System

340463 AT AND T MCI	PHONE	162.55
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	45.00

GIS Support Services

201799 STAPLES	SUPPLIES	61.41
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	749.00
340684 PETERS, BRANDON W L	EXPENSE REIMBURSEMENT	541.25

Office Equipment Replacement

340345 AMS DOT NET INC	COMPUTER EQUIPMENT	3,456.22
340501 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,892.45
340645 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,663.13

577 Post Retirement Medical-Police Fund

Non Departmental

340457 RETIREE	MEDICAL AFTER RETIREMENT	193.22
340471 RETIREE	MEDICAL AFTER RETIREMENT	498.44
340516 RETIREE	MEDICAL AFTER RETIREMENT	776.25
340531 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
340547 PERS	MEDICAL AFTER RETIREMENT	4,233.93
340553 RETIREE	MEDICAL AFTER RETIREMENT	40.61
340574 RETIREE	MEDICAL AFTER RETIREMENT	776.25

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340575 RETIREE	MEDICAL AFTER RETIREMENT	5,017.50
917654 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917658 RETIREE	MEDICAL AFTER RETIREMENT	1,013.38
917661 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917671 RETIREE	MEDICAL AFTER RETIREMENT	986.79
917673 RETIREE	MEDICAL AFTER RETIREMENT	929.00
917677 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917679 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917689 RETIREE	MEDICAL AFTER RETIREMENT	848.86
917693 RETIREE	MEDICAL AFTER RETIREMENT	791.00
917694 RETIREE	MEDICAL AFTER RETIREMENT	193.22
917708 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917712 RETIREE	MEDICAL AFTER RETIREMENT	193.22
917714 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917715 RETIREE	MEDICAL AFTER RETIREMENT	1,088.88
917716 RETIREE	MEDICAL AFTER RETIREMENT	123.73
917724 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917740 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917743 RETIREE	MEDICAL AFTER RETIREMENT	498.44
917754 RETIREE	MEDICAL AFTER RETIREMENT	304.35
917756 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917758 RETIREE	MEDICAL AFTER RETIREMENT	803.66
917768 RETIREE	MEDICAL AFTER RETIREMENT	498.44
917784 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917789 RETIREE	MEDICAL AFTER RETIREMENT	498.44
917798 RETIREE	MEDICAL AFTER RETIREMENT	164.52

578 Post Retirement Medical-Misc Fund

Non Departmental

340467 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340486 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340487 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340509 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340524 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340538 RETIREE	MEDICAL AFTER RETIREMENT	124.69
340547 PERS	MEDICAL AFTER RETIREMENT	7,290.31
340548 RETIREE	MEDICAL AFTER RETIREMENT	124.69
340550 RETIREE	MEDICAL AFTER RETIREMENT	597.38
340552 RETIREE	MEDICAL AFTER RETIREMENT	124.69
340557 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340566 RETIREE	MEDICAL AFTER RETIREMENT	271.44
340572 RETIREE	MEDICAL AFTER RETIREMENT	472.20
917655 RETIREE	MEDICAL AFTER RETIREMENT	320.43
917656 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917657 RETIREE	MEDICAL AFTER RETIREMENT	225.99
917660 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917665 RETIREE	MEDICAL AFTER RETIREMENT	242.69

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917667 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917669 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917675 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917678 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917680 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917683 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917685 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917688 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917691 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917692 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917695 RETIREE	MEDICAL AFTER RETIREMENT	84.00
917697 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917700 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917701 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917703 RETIREE	MEDICAL AFTER RETIREMENT	558.59
917704 RETIREE	MEDICAL AFTER RETIREMENT	310.36
917711 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917713 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917719 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917720 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917723 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917726 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917728 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917731 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917734 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917736 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917739 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917750 RETIREE	MEDICAL AFTER RETIREMENT	363.88
917751 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917760 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917763 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917767 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917773 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917782 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917787 RETIREE	MEDICAL AFTER RETIREMENT	120.36
917788 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917796 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917797 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917799 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917800 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917801 RETIREE	MEDICAL AFTER RETIREMENT	124.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

340465 RETIREE	MEDICAL AFTER RETIREMENT	242.69
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Non Departmental

340465 RETIREE	MEDICAL AFTER RETIREMENT	970.76
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340472 RETIREE	MEDICAL AFTER RETIREMENT	901.90
340481 RETIREE	MEDICAL AFTER RETIREMENT	182.69
340495 RETIREE	MEDICAL AFTER RETIREMENT	124.69
340498 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340506 RETIREE	MEDICAL AFTER RETIREMENT	400.00
340517 RETIREE	MEDICAL AFTER RETIREMENT	361.38
340526 RETIREE	MEDICAL AFTER RETIREMENT	762.38
340543 RETIREE	MEDICAL AFTER RETIREMENT	124.69
340547 PERS	MEDICAL AFTER RETIREMENT	8,884.74
340577 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917659 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917663 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917664 RETIREE	MEDICAL AFTER RETIREMENT	254.87
917666 RETIREE	MEDICAL AFTER RETIREMENT	182.70
917668 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917670 RETIREE	MEDICAL AFTER RETIREMENT	901.90
917674 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917676 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917681 RETIREE	MEDICAL AFTER RETIREMENT	752.86
917682 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917684 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917686 RETIREE	MEDICAL AFTER RETIREMENT	477.38
917687 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917690 RETIREE	MEDICAL AFTER RETIREMENT	320.43
917696 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917698 RETIREE	MEDICAL AFTER RETIREMENT	901.90
917699 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917702 RETIREE	MEDICAL AFTER RETIREMENT	1,006.50
917706 RETIREE	MEDICAL AFTER RETIREMENT	280.20
917707 RETIREE	MEDICAL AFTER RETIREMENT	70.00
917709 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917710 RETIREE	MEDICAL AFTER RETIREMENT	443.62
917717 RETIREE	MEDICAL AFTER RETIREMENT	854.68
917721 RETIREE	MEDICAL AFTER RETIREMENT	727.38
917722 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917725 RETIREE	MEDICAL AFTER RETIREMENT	320.43
917727 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917729 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917730 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917732 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917733 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917735 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917737 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917738 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917742 RETIREE	MEDICAL AFTER RETIREMENT	920.60
917744 RETIREE	MEDICAL AFTER RETIREMENT	165.81

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917745 RETIREE	MEDICAL AFTER RETIREMENT	320.43
917747 RETIREE	MEDICAL AFTER RETIREMENT	182.69
917748 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917749 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917752 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917753 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917755 RETIREE	MEDICAL AFTER RETIREMENT	477.38
917757 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917759 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917761 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917762 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917764 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917765 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917766 RETIREE	MEDICAL AFTER RETIREMENT	382.69
917769 RETIREE	MEDICAL AFTER RETIREMENT	901.90
917770 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917771 RETIREE	MEDICAL AFTER RETIREMENT	727.38
917772 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917774 RETIREE	MEDICAL AFTER RETIREMENT	320.40
917775 RETIREE	MEDICAL AFTER RETIREMENT	752.86
917776 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917777 RETIREE	MEDICAL AFTER RETIREMENT	901.90
917778 RETIREE	MEDICAL AFTER RETIREMENT	762.30
917779 RETIREE	MEDICAL AFTER RETIREMENT	161.21
917781 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917783 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917786 RETIREE	MEDICAL AFTER RETIREMENT	320.43
917790 RETIREE	MEDICAL AFTER RETIREMENT	1,946.46
917791 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917792 RETIREE	MEDICAL AFTER RETIREMENT	752.86
917793 RETIREE	MEDICAL AFTER RETIREMENT	727.38
917794 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917795 RETIREE	MEDICAL AFTER RETIREMENT	320.43

580 Loss Control Fund

Human Resources

340533 NEXTEL SPRINT	CELL PHONE	21.11
340656 IEDA INC	PROFESSIONAL SERVICES	3,884.46

611 Water Fund

Non Departmental

340352 BACKFLOW APPARATUS AND VALVE	REPAIR PARTS	350.78
340449 WILCO SUPPLY	SUPPLIES	512.08
340492 FASTENAL CO	SUPPLIES	101.74
340594 BAY AREA BARRICADE	SUPPLIES	3,020.18
340599 BISHOP CO	SUPPLIES	2,573.65
340607 COLE SUPPLY CO INC	SUPPLIES	1,467.33
340678 OFFICE MAX INC	OFFICE SUPPLIES	1,701.69

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340721 WESCO RECEIVABLES CORP	SUPPLIES	183.03
340722 WILCO SUPPLY	SUPPLIES	626.85
917705 HAMMONS SUPPLY COMPANY	SUPPLIES	257.98
917807 GRAINGER INC	SUPPLIES	452.94
Water Supervision		
340427 RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	1,683.41
340533 NEXTEL SPRINT	CELL PHONE	61.77
340670 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	35,377.00
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	11,806.00
Water Production		
201729 ORCHARD SUPPLY HARDWARE	SUPPLIES	38.06
340356 BHS MARKETING LLC	FLUORIDE	13,998.55
340363 COLE PALMER	THERMOMETER CERTIFICATION	165.93
340379 HACH CO	EQUIPMENT	5,175.02
340395 LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	5,502.00
340405 MWH LABORATORIES INC	WATER TESTING AND ANALYSIS	125.00
340422 PUMP REPAIR SERVICE CO	PUMP REPAIR	2,681.80
340423 RED WING SHOE STORE	SAFETY SHOES-LISTEK	178.86
340424 REINHOLDT ENGINEERING CONSTR	DIESEL TANK TEST	500.00
340425 ROBERTS AND BRUNE CO	GASKET	34.86
340428 SECO CONTROLS LLC	PROCESS CONTROLLER	840.14
340442 UNIVAR USA INC	CAUSTIC	19,470.42
340448 WESCO RECEIVABLES CORP	ELECTRICAL SUPPLIES	8,996.66
340463 AT AND T MCI	PHONE	125.72
340493 FLOW SCIENCE INCORPORATED	PROFESSIONAL SERVICES	9,785.00
340497 GRAPHIC CONTROLS LLC	CHARTS	206.40
340520 LOWES COMPANIES INC	SUPPLIES	581.28
340529 MWH LABORATORIES INC	WATER TESTING AND ANALYSIS	990.00
340533 NEXTEL SPRINT	CELL PHONE	63.33
340535 OFFICE MAX INC	OFFICE SUPPLIES	21.83
340539 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	544.00
340540 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	685.60
340541 PACIFIC GAS AND ELECTRIC CO	GAS	178,936.01
340545 POLYDYNE INC	CENTRIFUGE POLYMER	5,060.00
340549 REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICE	500.00
340567 UNITED PARCEL SERVICE	SHIPPING	113.32
340580 ALLIED PACKING AND SUPPLY INC	EXPANSION JOINT	1,361.56
340584 AQUA TECH POOL COVER	BASIN COVER REPAIR	220.50
340637 ELAP BRANCH	LAB CERTIFICATION	2,811.00
340639 ENVIRONMENTAL RESOURCE ASSOC	PROFICIENCY STUDY	1,714.16
340654 I KRUGER INC	MICRO SAND	848.67
340664 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	143.48
340678 OFFICE MAX INC	OFFICE SUPPLIES	6.65
340681 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,714.00
340694 ROBERTS AND BRUNE CO	GASKETS	4.89
340696 RYAN PROCESS INC	CHEMICAL TANK FITTING	487.86

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340699	SECO CONTROLS LLC	ULTRASONIC LEVEL KIT	324.82
340714	UNIVAR USA INC	CAUSTIC	12,365.38
917638	AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,000.90
917644	GENERAL CHEMICAL CORP	ALUM	9,624.47
917652	VINCENT ELECTRIC MOTOR CO	SEALS	416.08
917746	NTU TECHNOLOGIES INC	POLYMER	2,700.00
917803	AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,830.05
917806	GENERAL CHEMICAL CORP	ALUM	16,773.15
917811	IDEXX LABORATORIES INC	SUPPLIES	3,534.07
Water Distribution			
340352	BACKFLOW APPARATUS AND VALVE	REPAIR PARTS	3,799.76
340423	RED WING SHOE STORE	SAFETY SHOES-CONNELLY	203.47
340425	ROBERTS AND BRUNE CO	PIPE & FITTINGS	4,498.00
340432	STAFFMARK	TEMP HELP	532.88
340455	KAY PARK AND REC CORP	PICNIC TABLES	572.48
340462	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	487.29
340520	LOWES COMPANIES INC	SUPPLIES	851.17
340521	LUCITY INC	CONNECTION PROGRAM	9,740.00
340523	MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	756.00
340527	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	101.09
340533	NEXTEL SPRINT	CELL PHONE	251.75
340535	OFFICE MAX INC	OFFICE SUPPLIES	294.41
340559	STAFFMARK	TEMP HELP	355.25
340569	UNITED STATES POSTAL SERVICE	POSTAGE	5,000.00
340576	XEROX CORPORATION	COPY USAGE	170.79
340579	ACE HARDWARE, ANTIOCH	SUPPLIES	47.98
340628	DELTA DIABLO SANITATION DISTRICT	RECYCLED WATER	20,934.77
340629	DELTA FENCE CO	FENCE REPAIR	970.00
340673	NCBPA	TRAINING-SCHATZ	220.00
340678	OFFICE MAX INC	OFFICE SUPPLIES	108.44
340694	ROBERTS AND BRUNE CO	PIPE & FITTINGS	1,222.31
340703	STAFFMARK	TEMP HELP	913.50
340711	UNDERGROUND SERVICE ALERT INC	ANNUAL DUES	1,586.16
917642	COMPUTERLAND	COMPUTER EQUIPMENT	2,809.09
917807	GRAINGER INC	SUPPLIES	47.29
Water Meter Reading			
340533	NEXTEL SPRINT	CELL PHONE	10.55
917641	BADGER METER INC	METERS & REGISTERS	20,349.64
Public Buildings & Facilities			
340358	BROWN AND CALDWELL INC	ENGINEERING SERVICES	1,746.50
340643	HANSON BRIDGETT LLP	LEGAL SERVICES	10,768.99
Warehouse & Central Stores			
340451	XEROX CORPORATION	COPIER LEASE	150.03
340533	NEXTEL SPRINT	CELL PHONE	49.23
340567	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	16.00
340664	LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	143.48

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 19 - AUGUST 8, 2012
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340713 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	28.00
612 Water Line Expansion Fund		
Water Systems		
340443 UNIVERSAL UNDERGROUND INC	WATER MAIN PROJECT	132,646.29
340475 CONSTRUCTION TESTING SERVICES	TESTING SERVICES	2,692.56
621 Sewer Fund		
Sewer-Wastewater Supervision		
340533 NEXTEL SPRINT	CELL PHONE	21.11
340576 XEROX CORPORATION	COPY USAGE	170.79
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	3,059.00
Sewer-Wastewater Collection		
201912 STAPLES	SUPPLIES	50.87
340357 BROOKS, BRANDY L	RENEWAL REIMBURSEMENT	70.00
340425 ROBERTS AND BRUNE CO	PIPE & FITTINGS	46.28
340462 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	308.78
340485 CWEA SFBS	RENEWAL-PINKARD	212.00
340521 LUCITY INC	CONNECTION PROGRAM	9,740.00
340533 NEXTEL SPRINT	CELL PHONE	93.86
340569 UNITED STATES POSTAL SERVICE	POSTAGE	5,000.00
340628 DELTA DIABLO SANITATION DISTRICT	HOUSEHOLD HAZARDOUS WASTE	19,267.28
340629 DELTA FENCE CO	FENCE REPAIR	970.00
340664 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	215.21
340702 SKILLPATH INC	TRAINING-CHALK	149.00
917802 3T EQUIPMENT COMPANY	CONNECTOR CABLES	1,243.96
631 Marina Fund		
Non Departmental		
340561 STATE BOARD OF EQUALIZATION	SALES TAX APR-JUN 2012	1,224.86
Marina Administration		
201802 DEPARTMENT OF MOTOR VEHICLES	LIEN SALE APPLICATION FEE	8.00
201803 UNITED STATES POSTAL SERVICE	POSTAGE	11.50
340384 HUNT AND SONS INC	VERIPHONE RENTAL	175.00
340424 REINHOLDT ENGINEERING CONSTR	FUEL SENSOR SYSTEM REPAIR	2,261.16
340453 YACHTING SPECIALTIES INC	VESSEL SALVAGE	2,500.00
340541 PACIFIC GAS AND ELECTRIC CO	GAS	2,872.01
340595 BAY AREA NEWS GROUP	LEGAL AD	59.64
340664 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	71.74
340670 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	5,555.00
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	674.00
917785 UNLIMITED GRAPHIC & SIGN NETWORK	BANNER	139.64
Marina Maintenance		
340408 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	420.00
340520 LOWES COMPANIES INC	SUPPLIES	77.15
340677 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	890.00
641 Prewett Water Park Fund		
Non Departmental		
340359 CASADOS, LINDA	DEPOSIT REFUND	500.00

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340556 SANDERS, MIA	DEPOSIT REFUND	500.00
340562 STATE BOARD OF EQUALIZATION	SALES TAX APR12-JUN12	3,152.83
340593 BANK OF AMERICA	SHIRTS	104.20
Rec - Prewett Admin		
340364 COLE SUPPLY CO INC	SUPPLIES	1,189.40
340382 HILLYARD INDUSTRIES	JANITORIAL SUPPLIES	253.07
340393 KNORR SYSTEMS INC	CARBON DIOXIDE	1,136.17
340417 PRAXAIR DISTRIBUTION INC	OXYGEN TANK	46.73
340418 PRO MAINTENANCE SUPPLY INC	LIGHTS	697.91
340450 XEROX CORPORATION	COPIER LEASE	295.98
340455 ROYAL ELECTRIC	LOCKERS	227.10
340508 JEFF ELLIS AND ASSOCIATES INC	LIFEGUARD LICENSE	2,125.02
340518 LINCOLN EQUIPMENT INC	REPAIR PARTS	3,618.16
340520 LOWES COMPANIES INC	SUPPLIES	820.59
340535 OFFICE MAX INC	OFFICE SUPPLIES	370.79
340541 PACIFIC GAS AND ELECTRIC CO	GAS	16,333.53
340554 ROYAL ELECTRIC	REPAIR PARTS	668.78
340568 UNITED STATES POSTAL SERVICE	POSTAGE	6,400.00
340570 UNIVAR USA INC	CHEMICALS	2,309.49
340602 CALIFORNIA DIESEL AND POWER INC	GENERATOR SERVICE & FUEL	570.12
340607 COLE SUPPLY CO INC	SUPPLIES	904.11
340652 HONEYWELL INTERNATIONAL INC	AC REPAIR	353.56
340664 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	430.44
340680 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,758.32
340693 RICO VISUALS	LEISURE GUIDE COVER	375.00
Recreation Aquatics		
201954 TAPIA, JOANNA	CLASS REFUND	49.00
201955 WONG, JOEY	CLASS REFUND	48.00
201956 ROBINSON, ZOE	CLASS REFUND	12.00
201963 LALIMARMO, ANILYN	CLASS REFUND	12.00
201964 MASON, VALERIE	CLASS REFUND	6.00
340671 MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	384.00
Recreation Water Park		
201958 LOWES COMPANIES INC	SUPPLIES	84.53
201959 STAPLES	SUPPLIES	94.56
201960 CITY OF ORINDA	DEPOSIT REFUND	54.00
201961 WALMART	SUPPLIES	44.78
340369 COSTCO	SUPPLIES	248.96
340371 DA ISLAND WAY	EVENT ENTERTAINMENT	650.00
340392 KING DJ COMPANY	EVENT ENTERTAINMENT	400.00
340426 ROYAL-SHIPPI, GESUNDA	EVENT DEPSIT REFUND	153.00
340491 FAST SIGNS	SIGNAGE	449.96
340511 KING DJ COMPANY	EVENT ENTERTAINMENT	200.00
340570 UNIVAR USA INC	CHEMICALS	2,567.79
340581 AMERICAN PLUMBING INC	REPAIR SERVICE	196.11
340607 COLE SUPPLY CO INC	SUPPLIES	950.85

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340608	COMCAST	MONTHLY DMX SERVICE	53.31
340629	DELTA FENCE CO	FENCE REPAIR	426.00
340634	EAST BAY WELDING SUPPLY	CYLINDER LEASE RENEWAL	114.00
340647	HILLYARD INDUSTRIES	SUPPLIES	267.90
340658	JEFF ELLIS AND ASSOCIATES INC	SAFETY AUDIT	1,207.00
340660	KING DJ COMPANY	EVENT ENTERTAINMENT	200.00
340670	MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	2,683.00
340671	MUNICIPAL POOLING AUTHORITY	ERMA PREMIUM	1,350.00
340675	OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	150.00
340686	PRAXAIR DISTRIBUTION INC	OXYGEN	105.45
Rec Prewett Concessions			
201428	PERFORMANCE POS	SUPPLIES	57.37
201951	LIFELINK TRANSPORT	SUPPLIES	90.47
201953	WALMART	SUPPLIES	24.96
201957	KAMPS PROPANE	TANK RENTAL	12.99
201962	PARTY CITY	SUPPLIES	97.24
340362	COCA COLA BOTTLING CO	CONCESSION SUPPLIES	585.44
340369	COSTCO	SUPPLIES	205.25
340445	US FOODSERVICE INC	CONCESSION SUPPLIES	2,633.27
340468	BIMBO BAKERIES USA	CONCESSION SUPPLIES	461.29
340473	COCA COLA BOTTLING CO	CONCESSION SUPPLIES	2,115.25
340571	US FOODSERVICE INC	CONCESSION SUPPLIES	11,546.23
340593	BANK OF AMERICA	SUPPLIES	157.50
340598	BIMBO BAKERIES USA	CONCESSION SUPPLIES	59.67
340655	ICEE COMPANY, THE	CONCESSION SUPPLIES	505.58
340717	US FOODSERVICE INC	CONCESSION SUPPLIES	5,451.12
721 Employee Benefits Fund			
Non Departmental			
340360	CLAYTON FITNESS CENTER	PAYROLL DEDUCTIONS	34.00
340367	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
340368	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
340373	DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	74.00
340374	DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
340385	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	1,080.00
340397	LINA	PAYROLL DEDUCTIONS	4,541.39
340403	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,278.19
340410	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,028.00
340411	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	714.60
340414	PERS LONG TERM CARE	PAYROLL DEDUCTIONS	97.27
340420	PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,213.22
340431	SOLAR SWIM AND GYM	PAYROLL DEDUCTIONS	27.00
340433	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	783.70
340434	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	160.00
340435	STATE OF FLORIDA DISBURSE UNIT	PAYROLL DEDUCTIONS	150.00
340441	UNION BANK OF CALIF	PAYROLL DEDUCTIONS	6,159.33
340444	US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	248.48

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CITY OF ANTIOCH
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 FOR THE PERIOD OF
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340452 XTREME FITNESS	PAYROLL DEDUCTIONS	144.50
340458 AFLAC	PAYROLL DEDUCTIONS	7,914.28
340469 BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	1,798.93
340484 CSAC EXCESS INSURANCE AUTHORITY	PAYROLL DEDUCTIONS	2,776.00
340546 PERS	PAYROLL DEDUCTIONS	290,428.37
340547 PERS	PAYROLL DEDUCTIONS	262,020.31
340618 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
340619 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
340620 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	968.47
340627 DELTA DENTAL	PAYROLL DEDUCTIONS	25,464.51
340679 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	747.55
340683 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	97.27
340689 PERS	PAYROLL DEDUCTIONS	267,588.77
340705 STATE OF FLORIDA DISBURSE UNIT	PAYROLL DEDUCTIONS	150.00
340712 UNION BANK OF CALIF	PAYROLL DEDUCTIONS	6,542.92
340716 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	328.30
917639 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	681.25
917640 APOA	PAYROLL DEDUCTIONS	11,206.17
917648 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	41,151.32
917651 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	1,687.48
917814 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	21,130.71
917816 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	1,687.48
755 Fire Protection Fund		
Non Departmental		
340478 CCC FIRE PROTECTION DISTRICT	STATION REIMBURSEMENT	71,946.78

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF AUGUST 14, 2012**

FROM: Lynn Tracy Nerland, City Attorney

DATE: August 6, 2012

SUBJECT: Rejection of Claims

RECOMMENDATION:

Reject the listed claims:

1. Monica Meadors-Washington 12/13-2044A & B (civil rights)

LTN/spd

cc: Anthony Allenza



STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF AUGUST 14, 2012

SUBMITTED BY:

Donna Conley, City Treasurer

A handwritten signature in blue ink, appearing to be 'DC', is written over the printed name.

DATE:

August 1, 2012

SUBJECT:

Treasurer's Report – AUGUST 2012

RECOMMENDATION:

Review and file.

BACKGROUND:

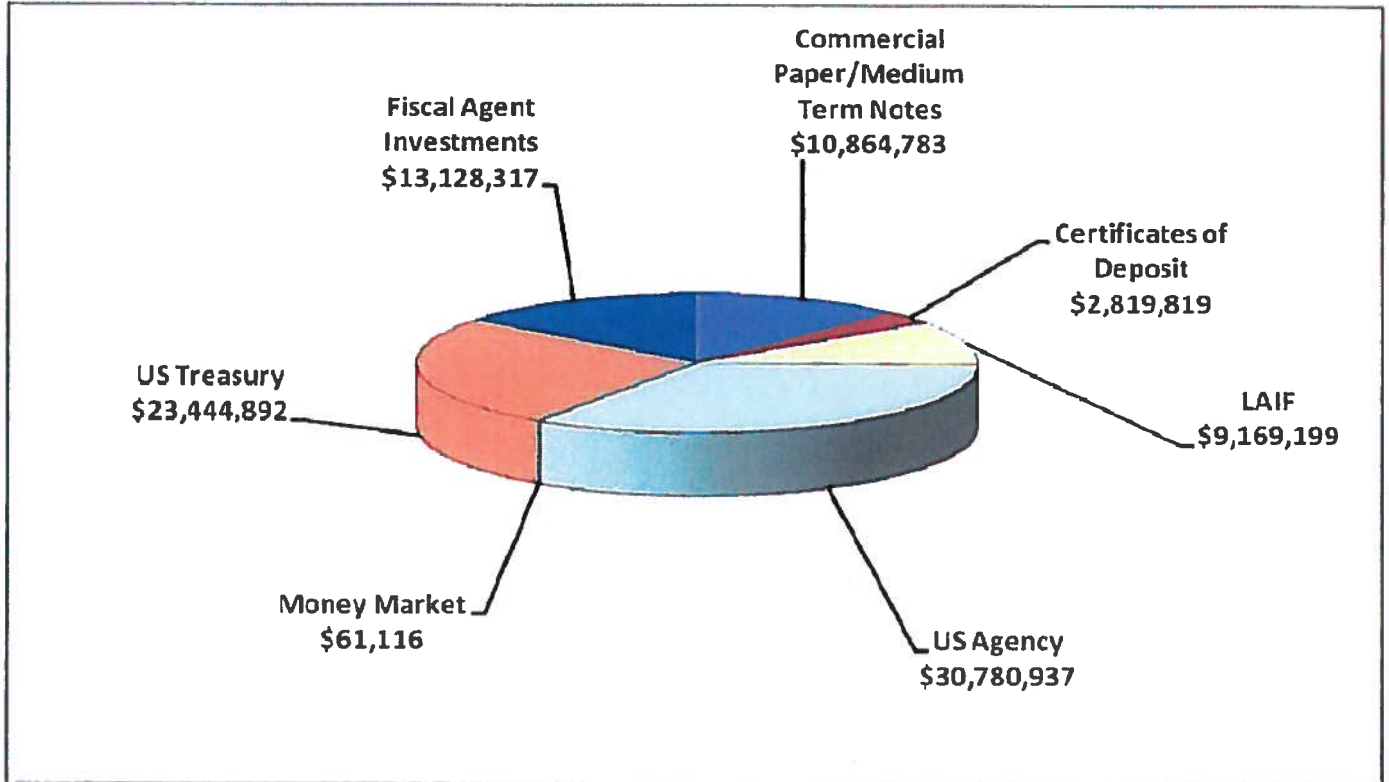
City of Antioch's portfolio as of June 2012 is in Compliance with The City's current Investment Policy. Based on the Portfolio as of June 2012 the City of Antioch is able to meet its expenditure requirements for the next six months.

A handwritten signature in blue ink, consisting of a large letter 'D', is written above a horizontal line.

8-14-2012

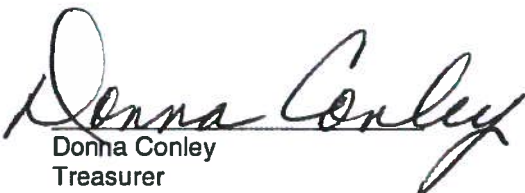
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

JUNE 30, 2012



Total of City and Fiscal Agent Investments = \$90,269,063

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


Donna Conley
Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2003 Water Revenue Bonds	1,554,285
Antioch Public Financing Authority 2002 Lease Revenue Bonds	641,505
Antioch Public Financing Authority 1998 Reassessment Revenue Bonds	9,963,651
Antioch Development Agency 2009 Tax Allocation Bonds	146,029
Antioch Development Agency 2000 Tax Allocation Bonds	99,408
ABAG Lease Revenue Bonds	<u>723,438</u>
	<u><u>\$13,128,317</u></u>



Managed Account Issuer Summary

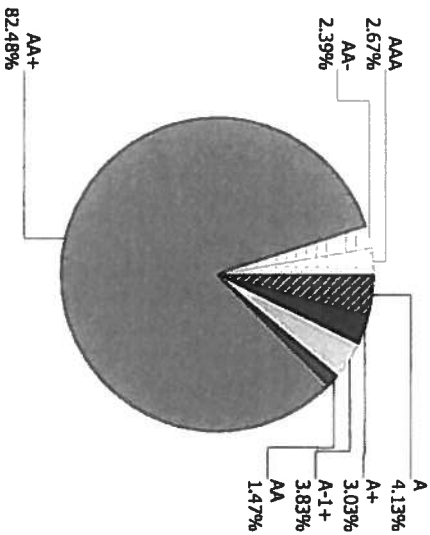
For the Month Ending June 30, 2012

CITY OF ANTIPOCH, CA - 04380500

Issuer Summary

Credit Quality (S&P Ratings)

Issuer	Market Value of Holdings	Percent
BANK OF NEW YORK	1,034,408.00	1.52
BERKSHIRE HATHAWAY INC	860,706.60	1.27
CATERPILLAR INC	783,794.75	1.15
CITY & COUNTY OF SAN FRANCISCO, CA	588,095.30	0.87
DEERE & COMPANY	958,607.25	1.41
FANNIE MAE	16,230,905.50	23.88
FEDERAL HOME LOAN BANKS	3,030,045.00	4.46
FREDDIE MAC	10,288,587.67	15.14
GENERAL ELECTRIC CO	2,201,484.58	3.24
IBM CORP	1,126,618.30	1.66
JOHNSON & JOHNSON	1,013,584.00	1.49
JP MORGAN CHASE & CO	1,063,356.28	1.56
MET WATER DISTRICT OF SOUTHERN CA	798,158.25	1.17
PROCTER & GAMBLE CO	501,298.50	0.74
ROYAL BANK OF CANADA	1,300,055.77	1.91
UNITED STATES TREASURY	23,455,875.89	34.50
WAL-MART STORES INC	412,719.71	0.61
WELLS FARGO & COMPANY	1,021,928.00	1.50
WESTLAC BANKING CORP NY	1,304,511.00	1.92
Total	\$67,974,740.35	100.00%



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending June 30, 2012

CITY OF ANTIPOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
US TREASURY NOTES	DTD 03/02/2009 1.875% 02/28/2014	912828RF6	2,500,000.00	AA+	Aaa	04/30/12	05/01/12	2,573,339.84	0.27	15,667.46	2,566,717.03	2,564,160.00
US TREASURY NOTES	DTD 03/31/2009 1.750% 03/31/2014	912828KJ8	3,000,000.00	AA+	Aaa	10/27/11	10/31/11	3,098,085.94	0.39	13,196.72	3,071,101.95	3,074,064.00
US TREASURY NOTES	DTD 05/16/2011 1.000% 05/15/2014	912828OM5	3,750,000.00	AA+	Aaa	03/27/12	03/29/12	3,799,511.72	0.38	4,789.40	3,793,561.01	3,796,290.00
US TREASURY NOTES	DTD 07/15/2011 0.625% 07/15/2014	912828OU7	575,000.00	AA+	Aaa	11/02/11	11/07/11	579,492.19	0.33	1,658.65	578,411.20	578,279.23
US TREASURY NOTES	DTD 07/15/2011 0.625% 07/15/2014	912828OU7	2,825,000.00	AA+	Aaa	06/20/12	06/21/12	2,841,552.73	0.34	8,149.04	2,841,333.70	2,841,110.98
US TREASURY NOTES	DTD 09/15/2011 0.250% 09/15/2014	912828RG7	1,150,000.00	AA+	Aaa	10/12/11	10/14/11	1,140,701.17	0.53	843.75	1,142,961.52	1,147,483.80
US TREASURY NOTES	DTD 12/15/2011 0.250% 12/15/2014	912828RV4	1,200,000.00	AA+	Aaa	01/05/12	01/06/12	1,195,312.50	0.38	131.15	1,196,080.15	1,196,906.25
US TREASURY NOTES	DTD 02/15/2012 0.250% 02/15/2015	912828SE1	1,500,000.00	AA+	Aaa	02/22/12	02/27/12	1,492,207.03	0.43	1,411.40	1,493,104.28	1,494,726.00
US TREASURY NOTES	DTD 03/01/2010 2.375% 02/28/2015	912828MR8	1,500,000.00	AA+	Aaa	06/20/12	06/21/12	1,578,457.03	0.42	11,907.27	1,577,670.06	1,578,399.00
US TREASURY NOTES	DTD 03/01/2010 2.375% 02/28/2015	912828MR8	2,500,000.00	AA+	Aaa	04/30/12	05/01/12	2,639,453.13	0.39	19,845.45	2,631,332.15	2,630,665.00
US TREASURY NOTES	DTD 03/15/2012 0.375% 03/15/2015	912828SK7	170,000.00	AA+	Aaa	03/13/12	03/15/12	169,428.91	0.49	187.09	169,484.43	169,893.75
US TREASURY NOTES	DTD 03/15/2012 0.375% 03/15/2015	912828SK7	825,000.00	AA+	Aaa	06/27/12	06/28/12	824,355.47	0.40	907.95	824,357.41	824,484.38
US TREASURY NOTES	DTD 08/02/2010 1.750% 07/31/2015	912828NP1	1,500,000.00	AA+	Aaa	06/20/12	06/21/12	1,559,296.88	0.47	10,961.54	1,558,777.35	1,559,413.50
Security Type Sub-Total			22,995,000.00					23,491,194.54	0.38	89,656.87	23,444,892.24	23,455,875.89



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending June 30, 2012

CITY OF ANTIPOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note												
SAN FRANCISCO CITY & CNTY, CA GO BONDS	DTD 11/30/2011 5.000% 06/15/2014	797646PU4	230,000.00	AA	Aa2	11/10/11	11/30/11	254,994.10	0.68	511.11	249,268.63	250,472.30
METRO WTR DIST AUTH, CA REV BONDS	DTD 06/28/2012 0.616% 07/01/2014	59266THP9	575,000.00	AAA	Aa1	06/21/12	06/28/12	575,000.00	0.62	0.00	575,000.00	573,752.25
SAN FRANCISCO CITY & CNTY, CA GO BONDS	DTD 11/30/2011 5.000% 06/15/2015	797646PV2	300,000.00	AA	Aa2	11/10/11	11/30/11	341,313.00	1.03	666.67	334,579.75	337,623.00
METRO WTR DIST AUTH, CA REV BONDS	DTD 06/28/2012 0.943% 07/01/2015	59266THO7	225,000.00	AAA	Aa1	06/21/12	06/28/12	225,000.00	0.94	0.00	225,000.00	224,406.00
Security Type Sub-Total			1,330,000.00					1,396,307.10	0.78	1,177.78	1,383,848.38	1,386,253.55
Federal Agency Bond / Note												
FILMNC NOTES	DTD 02/04/2011 0.750% 03/28/2013	3137EAC66	700,000.00	AA+	Aaa	03/25/11	03/28/11	698,642.00	0.85	1,356.25	699,493.91	702,529.80
FILMNC GLOBAL NOTES	DTD 03/04/2010 1.625% 04/15/2013	3137EAC66	2,135,000.00	AA+	Aaa	03/03/10	03/04/10	2,132,011.00	1.67	7,324.24	2,134,225.25	2,157,867.99
FILMNC GLOBAL REFERENCE NOTES	DTD 03/14/2008 3.500% 05/29/2013	3137EAB17	575,000.00	AA+	Aaa	03/19/10	03/22/10	604,854.00	1.81	1,788.89	583,713.27	591,997.00
FNMA NOTES	DTD 06/17/2011 0.500% 08/09/2013	3135G0BR3	2,980,000.00	AA+	Aaa	11/16/11	11/17/11	2,983,129.00	0.44	5,877.22	2,982,006.02	2,987,101.34
FNMA NOTES (CALLABLE)	DTD 09/19/2011 0.500% 09/19/2013	3135G0DE0	1,075,000.00	AA+	Aaa	09/01/11	09/19/11	1,075,000.00	0.50	1,522.92	1,075,000.00	1,075,333.25
FANNIE MAE GLOBAL NOTES	DTD 08/06/2010 1.000% 09/23/2013	31398A250	1,825,000.00	AA+	Aaa	03/02/11	03/03/11	1,820,182.00	1.11	4,968.06	1,822,670.17	1,840,200.43
FREDDIE MAC GLOBAL NOTES	DTD 10/20/2011 0.500% 10/15/2013	3134G23H3	1,845,000.00	AA+	Aaa	10/20/11	10/21/11	1,844,372.70	0.52	1,947.50	1,844,591.57	1,849,603.28
FNMA GLOBAL BENCHMARK NOTES	DTD 09/26/2003 4.625% 10/15/2013	31359MTG8	2,775,000.00	AA+	Aaa	07/29/11	08/03/11	3,020,687.40	0.57	27,094.79	2,919,304.22	2,929,104.08



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending June 30, 2012

CITY OF ANTIPOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity Federal Agency Bond / Note	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
FNMA GLOBAL NOTES DTD 02/01/2011 1.250% 02/27/2014	3135G0AP8	1,900,000.00	AA+	Aaa	03/17/11	03/18/11	1,903,876.00	1.18	8,180.56	1,902,199.50	1,931,745.20
FNMA GLOBAL NOTES DTD 02/01/2011 1.250% 02/27/2014	3135G0AP8	3,450,000.00	AA+	Aaa	11/28/11	11/30/11	3,499,990.50	0.60	14,854.17	3,486,986.83	3,507,642.60
FNMA NOTES DTD 07/18/2011 0.875% 08/28/2014	3135G0BY8	575,000.00	AA+	Aaa	09/29/11	09/30/11	578,588.00	0.66	1,719.01	577,666.99	580,780.48
FHLMC NOTES DTD 08/12/2011 0.500% 09/19/2014	3134G2YJ5	1,600,000.00	AA+	Aaa	09/20/11	09/21/11	1,597,863.68	0.55	2,266.67	1,598,415.39	1,602,616.00
FREDDIE MAC GLOBAL NOTES DTD 08/05/2011 0.750% 09/22/2014	3134G2WG3	910,000.00	AA+	Aaa	09/28/11	09/30/11	911,820.00	0.68	1,876.88	911,363.44	916,492.85
FREDDIE MAC GLOBAL NOTES DTD 08/05/2011 0.750% 09/22/2014	3134G2WG3	2,450,000.00	AA+	Aaa	08/30/11	08/31/11	2,462,838.00	0.58	5,053.13	2,459,360.89	2,467,480.75
FHLB NOTES DTD 11/08/2010 0.875% 12/12/2014	313371PC4	3,000,000.00	AA+	Aaa	01/19/12	01/19/12	3,028,170.00	0.55	1,385.42	3,023,825.70	3,030,045.00
FANNIE MAE GLOBAL NOTES DTD 04/19/2012 0.500% 05/27/2015	3135G0KM4	1,380,000.00	AA+	Aaa	04/17/12	04/19/12	1,376,011.80	0.59	651.67	1,376,265.79	1,378,998.12
Security Type Sub-Total		29,175,000.00					29,538,036.08	0.74	87,867.38	29,397,088.94	29,549,538.17
Corporate Note											
WELLS FARGO & COMPANY GLOBAL SR NOTES DTD 01/31/2008 4.375% 01/31/2013	949746N73	1,000,000.00	A+	A2	01/20/11	01/25/11	1,058,400.00	1.42	18,350.69	1,017,000.36	1,021,928.00
BANK OF NEW YORK MELLON SR NOTES DTD 08/27/2008 5.125% 08/27/2013	06406HBK4	625,000.00	A+	Aa3	04/05/11	04/08/11	678,912.50	1.43	11,032.99	651,334.82	657,380.00
JOHN DEERE CAPITAL CORP NOTE DTD 03/03/2011 1.600% 03/03/2014	2442ZER49	500,000.00	A	A2	02/28/11	03/03/11	499,505.00	1.63	2,622.22	499,721.18	507,867.00
CATERPILLAR FINANCIAL SE CORP NOTE DTD 04/01/2011 1.650% 04/01/2014	14912L4T5	250,000.00	A	A2	03/24/11	04/01/11	250,197.50	1.62	1,031.25	250,116.34	254,027.00



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending June 30, 2012

CITY OF ANTIPOCH, GA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value		
Corporate Note													
WAL MART STORES INC. CORP NOTES	DTD 04/18/2011 1.625% 04/15/2014	93114ZD8	AA	Aa2	04/11/11	04/18/11	403,906.50	1.72	1,389.38	404,339.47	412,719.71		
IBM CORP GLOBAL NOTES	DTD 05/12/2011 1.250% 05/12/2014	459200GWS	AA-	Aa3	05/09/11	05/12/11	814,233.90	1.28	1,386.63	814,520.66	823,597.44		
JOHNSON & JOHNSON GLOBAL NOTE	DTD 05/20/2011 1.200% 05/15/2014	478160AX2	AAA	Aaa	05/17/11	05/20/11	998,830.00	1.24	1,533.33	999,261.19	1,013,584.00		
CATERPILLAR FINANCIAL SE NOTES	DTD 05/20/2011 1.375% 05/20/2014	14912L4V0	A	A2	05/17/11	05/20/11	274,854.25	1.39	430.64	274,907.67	278,368.75		
JP MORGAN CHASE & CO NOTES	DTD 05/18/2009 4.650% 06/01/2014	46625HHN3	A	A2	12/19/11	12/22/11	1,062,853.30	2.43	3,913.75	1,051,752.98	1,063,356.28		
PROCTER & GAMBLE CO CORP NOTES	DTD 08/15/2011 0.700% 08/15/2014	742718DU0	AA-	Aa3	08/10/11	08/15/11	497,945.00	0.84	1,322.22	498,541.08	501,298.50		
BERKSHIRE HATHAWAY INC (FLOATING) NOTES	DTD 08/15/2011 1.167% 08/15/2014	084670B85	AA+	Aa2	08/10/11	08/15/11	850,000.00	0.98	1,294.88	850,000.00	860,706.60		
GENERAL ELEC CAP CORP GLOBAL NOTES	DTD 01/09/2012 2.150% 01/09/2015	36962G5M2	AA+	A1	05/23/12	05/29/12	1,061,434.50	1.72	10,785.83	1,061,059.94	1,067,694.60		
GENERAL ELEC CAP CORP GLOBAL NOTES	DTD 01/09/2012 2.150% 01/09/2015	36962G5M2	AA+	A1	01/04/12	01/09/12	1,113,840.40	2.19	11,453.53	1,114,020.09	1,133,789.98		
IBM CORP GLOBAL NOTES	DTD 02/06/2012 0.550% 02/06/2015	459200H80	AA-	Aa3	02/01/12	02/06/12	303,508.55	0.72	675.66	303,707.01	303,020.86		
BANK OF NEW YORK MELLON (CALLABLE) NOTES	DTD 02/21/2012 1.200% 02/20/2015	06406HC1	A+	Aa3	02/13/12	02/21/12	374,658.75	1.23	1,625.00	374,699.21	377,028.00		
CATERPILLAR FIN CORP NOTES	DTD 05/30/2012 1.100% 05/29/2015	14912L5D9	A	A2	05/22/12	05/30/12	249,920.00	1.11	236.81	249,922.26	251,399.00		
JOHN DEERE CAPITAL CORP GLOBAL NOTES	DTD 06/29/2012 0.950% 06/29/2015	24422ERS0	A	A2	06/26/12	06/29/12	449,878.50	0.96	23.75	449,878.72	450,740.25		
Security Type Sub-Total							10,775,000.00		10,942,878.65	1.51	69,108.56	10,864,782.98	10,978,505.97



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending June 30, 2012

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	SRP	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market	
			Par	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value	
Certificate of Deposit												
ROYAL BANK OF CANADA NY CERT DEPOS	DTD 02/10/2012 0.490%	78009NDY9	1,300,000.00	A-1+	P-1	02/08/12	02/10/12	1,300,000.00	0.49	2,512.61	1,300,000.00	1,300,055.77
WESTPAC BANKING CORP NY (FLOAT) CD	DTD 02/16/2012 1.417%	96121TLT3	1,300,000.00	A-1+	P-1	02/14/12	02/16/12	1,300,000.00	1.47	2,455.87	1,300,000.00	1,304,511.00
Security Type Sub-Total			2,600,000.00				2,600,000.00	0.98	4,968.48	2,600,000.00	2,604,566.77	
Managed Account Sub-Total			66,875,000.00				67,968,416.37	0.75	252,779.07	67,690,612.54	67,974,740.35	
Securities Sub-Total			\$66,875,000.00				\$67,968,416.37	0.75%	\$252,779.07	\$67,690,612.54	\$67,974,740.35	
Accrued Interest									\$252,779.07			
Total Investments											\$68,227,519.42	



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending June 30, 2012

CITY OF ANTIPOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY	06/20/12	06/21/12	US TREASURY NOTES DTD 03/01/2010 2.375% 02/28/2015	912828MR8	1,500,000.00	(1,578,457.03)	(10,939.20)	(1,589,396.23)			
	06/20/12	06/21/12	US TREASURY NOTES DTD 07/15/2011 0.625% 07/15/2014	912828OU7	2,825,000.00	(2,841,552.73)	(7,663.98)	(2,849,216.71)			
	06/20/12	06/21/12	US TREASURY NOTES DTD 08/02/2010 1.750% 07/31/2015	912828NP1	1,500,000.00	(1,559,296.88)	(10,240.38)	(1,569,537.26)			
	06/21/12	06/28/12	METRO WTR DIST AUTH, CA REV BONDS DTD 06/28/2012 0.943% 07/01/2015	59266THO7	225,000.00	(225,000.00)	0.00	(225,000.00)			
	06/21/12	06/28/12	METRO WTR DIST AUTH, CA REV BONDS DTD 06/28/2012 0.616% 07/01/2014	59266THP9	575,000.00	(575,000.00)	0.00	(575,000.00)			
	06/26/12	06/29/12	JOHN DEERE CAPITAL CORP GLOBAL NOTES DTD 06/29/2012 0.950% 06/29/2015	2442ZERS0	450,000.00	(449,878.50)	0.00	(449,878.50)			
	06/27/12	06/28/12	US TREASURY NOTES DTD 03/15/2012 0.375% 03/15/2015	912828SK7	825,000.00	(824,355.47)	(882.73)	(825,238.20)			
Transaction Type Sub-Total					7,900,000.00	(8,053,540.61)	(29,726.29)	(8,083,266.90)			
INTEREST											
	06/01/12	06/01/12	MONEY MARKET FUND	MONEY0002	0.00	0.00	0.32	0.32			
	06/01/12	06/01/12	JP MORGAN CHASE & CO NOTES DTD 05/18/2009 4.650% 06/01/2014	46625HNH3	1,010,000.00	0.00	23,482.50	23,482.50			
	06/12/12	06/12/12	FHLB NOTES DTD 11/08/2010 0.875% 12/12/2014	313371PC4	3,000,000.00	0.00	13,125.00	13,125.00			
	06/15/12	06/15/12	SAN FRANCISCO CITY & CNTY, CA GO BONDS DTD 11/30/2011 5.000% 06/15/2015	797646PV2	300,000.00	0.00	8,125.00	8,125.00			
	06/15/12	06/15/12	US TREASURY NOTES DTD 12/15/2011 0.250% 12/15/2014	912828RV4	1,200,000.00	0.00	1,500.00	1,500.00			
	06/15/12	06/15/12	SAN FRANCISCO CITY & CNTY, CA GO BONDS DTD 11/30/2011 5.000% 06/15/2014	797646RV4	230,000.00	0.00	6,229.17	6,229.17			



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending June 30, 2012

CITY OF ANTIPOCH, CA - 04380500

Transaction Type	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
SELL										
06/20/12	06/28/12	US TREASURY NOTES DTD 05/16/2011 1.000% 05/15/2014	9128280M5	800,000.00	810,187.50	956.52	811,144.02	(375.00)	854.14	SPEC LOT
06/27/12	06/28/12	RMMA NOTES (CALLABLE) DTD 09/19/2011 0.500% 09/19/2013	313SG0DE0	1,225,000.00	1,225,931.00	1,684.38	1,227,615.38	931.00	931.00	SPEC LOT
Transaction Type Sub-Total				2,025,000.00	2,036,118.50	2,640.90	2,038,759.40	556.00	1,785.14	
Managed Account Sub-Total					(6,017,422.11)	25,376.60	(5,992,045.51)	556.00	1,785.14	
Total Security Transactions					(\$6,017,422.11)	\$25,376.60	(\$5,992,045.51)	\$556.00	\$1,785.14	



PFM Asset Management LLC



**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF
AUGUST 14, 2012**

PREPARED BY: DONNA CONLEY

DC

DATE: AUGUST 1, 2012

SUBJECT: STATEMENT OF INVESTMENT POLICY

RECOMMENDATION:

Adopt the Resolution

BACKGROUND:

Effective January 1, 1986, State Law required that the City adopt guidelines for the investing of the City's monies. I am attaching a Resolution and a Statement of the Investment Policy for your consideration. There have been no new changes.

E

8-14-2012

CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY

I. INTRODUCTION

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process. The initial step toward a prudent investment policy is to organize and formalize investment related activities. Related activities which comprise good cash management include accurate cash projection, the expeditious collection of revenue, the control of disbursements, cost effective banking relations, and a short term borrowing program which coordinates working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short term investment program.

II. OBJECTIVES

A. Safety of principal is the foremost objective of the City, followed by liquidity and yield. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.

B. Investment decisions should not incur unreasonable investment risks in order to obtain current investment income.

C. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This need for investment liquidity may be tempered to the extent that the City is able to issue short term notes to meet its operating requirements.

D. The investment portfolio shall be managed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow requirements, and state and local law, ordinances or resolutions that restrict the placement of short term funds.

E. Portfolio performance will be measured against a total return index with securities with similar attributes and similar average maturity, e.g., the Merrill Lynch 1-3 Year U.S. Treasury Index.

F. The City's investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks associated with concentrating investments in specific security types or in individual financial institutions.

G. While the City will not make investments for the purpose of trading or speculation as the dominant criterion, the City Treasurer shall seek to enhance total portfolio return by means of active portfolio management. The prohibition of speculative investments precludes pursuit of gain or profit through unusual risk and precludes investments primarily directed at gains or profits from conjectural fluctuations in market prices. However, as long as the original investments can be justified by their ordinary earning power, trading in response to changes in market value or market direction is a requirement of portfolio management.

H. The City adheres to the guidance provided by the "prudent investor rule", which obligates a fiduciary to ensure that investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

I. All participants in the investment process shall act responsibly as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Nevertheless, in a diversified portfolio, it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

III. DELEGATION OF AUTHORITY

The responsibility for conducting the City's investment program resides with the City Treasurer, who shall establish written procedures for the operation of the investment program, consistent with this investment policy.

CITY OF ANTIOCH STATEMENT OF INVESTMENT POLICY

Such procedures shall include explicit delegation of authority for all investment activities. Transactions may be delegated to an independent investment advisor registered with the SEC.

IV. INVESTMENT ADVISORY COMMITTEE

A. The Mayor will appoint, with City Council approval, an Investment Advisory Committee for the purpose of overseeing the implementation of the City's investment program and assuring it is consistent with the investment policy as approved by the Council.

B. The Investment Advisory Committee shall meet at least quarterly to review general strategies and to monitor results. The committee shall include in its deliberations such topics as: economic outlook, portfolio diversification and maturity structure, potential risks to the City's funds, investment policy compliance, and the target rate of return on the investment portfolio. Written investment procedures must be reviewed by the Investment Advisory Committee.

V. PERMITTED INVESTMENT INSTRUMENTS

The City of Antioch shall strive to maintain the level of investment of all idle funds as near 100% as possible, through daily and projected cash flow determinations. Idle cash management and investment transactions are the responsibility of the City Treasurer. The City Treasurer, or designee, is authorized to purchase the following investment instruments.

- A. U.S. Treasury, notes, bonds, bills, or other certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participation, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises including debt guaranteed under the FDIC's Temporary Liquidity Guarantee Program, which is backed by the full faith and credit of the U.S. Government. The details of the FDIC guarantee are provided in the FDIC's regulations, 12 CFR Part 370, and at the FDIC's website <http://www.fdic.gov/tlgp>.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency.
- D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.
- E. Repurchase Agreements. Repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The City may enter into repurchase agreements with primary government securities dealers rated "A" or better by two nationally recognized rating services. Counterparties should also have (i) a short-term credit rating in the highest category by a nationally recognized statistical rating organization (NRSRO); (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying repurchase agreements must be delivered to the City's custodian bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

CITY OF ANTIOCH STATEMENT OF INVESTMENT POLICY

The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreement. The City shall have properly executed a PSA agreement with each counter party with which it enters into repurchase agreements.

- F. Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. Purchases of bankers' acceptances may not exceed 180 days' maturity, or 40% of the City's surplus money that may be invested. However, no more than 30% of the City's surplus funds may be invested in the bankers' acceptances of any one commercial bank. Eligible bankers' acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by one NRSRO.

- G. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2) below:
 - 1. The entity meets the following criteria: (A) is organized and operating in the United States as a general corporation. (B) has total assets in excess of five hundred million dollars (\$500,000,000). (C) has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).
 - 2. The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company. (b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (c) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. The City may invest no more than 25% of its money in eligible commercial paper, and the City may purchase no more than 10% of the outstanding commercial paper of any single issuer.

- H. Medium term notes with a maximum maturity of five years issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. No more than 15% of the notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by two NRSRO's. The remainder of notes eligible for investment under this subsection must be rated AA or higher by two NRSRO's. Purchases of medium term notes may not exceed 30% of the City's portfolio.

- I. FDIC-insured or fully collateralized time certificates of deposit in financial institutions located in California, including U.S. branches of foreign banks licensed to do business in California. All time deposits must be collateralized in accordance with California Government Code Section 53561, either at 150% by promissory notes secured by first mortgages and first trust deeds upon improved residential property in California eligible under Section (m) or at 110% by eligible marketable securities listed in Subsections (a) through (l) and (n) and (o). The City, at its discretion and by majority vote of the Investment Advisory Committee, on a quarterly basis, may waive the collateralization requirements for any portion of the deposit that is covered by federal insurance. To be eligible to receive local agency deposits, a financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities its most recent evaluation.

- J. Negotiable Certificates of Deposit issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30% of the City's surplus money.
 - 1. Certificates with maturities greater than six months through one year shall have an A-1/P-1 rating, or its equivalent or better, as provided for by one of the *NRSRO's*.
 - 2. Certificates with maturities greater than one year and through four years shall have a long term rating of "A", its equivalent or higher from one or more *NRSRO's*.

**CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY**

K. State of California's Local Agency Investment Fund (LAIF). Investment in LAIF may not exceed \$40 million.

1. The LAIF portfolio should be reviewed periodically.

L. California Asset Management Program (CAMP).

M. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies shall either:

1. Attain the highest ranking letter or numerical rating provided by not less than two of the three largest nationally recognized statistical-rating organization or
2. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares shall not exceed 20 percent of the investment portfolio of the City.

N. Insured savings account or money market account. To be eligible to receive local agency deposits, a financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation.

2. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

VI. PROHIBITED INVESTMENTS

Any security type or structure not specifically approved by this policy is hereby specifically prohibited. Security types which are thereby prohibited include, but are not limited to:

1. Reverse repurchase agreements.
2. The City shall not invest any funds in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, or in any security that could result in zero interest accrual if held to maturity.
3. The City will not invest in any companies that produce alcohol for public consumption or tobacco products.

VII. MATURITY

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled as to permit the City to meet all projected obligations. Unless otherwise specified in this section, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement as authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years.

VIII. DIVERSIFICATION

It is City policy to diversify the investment portfolio in order to reduce the risk of loss resulting from other concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. The following strategies and constraints shall apply:

A. Portfolio maturities shall be staggered in a way to avoid undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.

**CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY**

B. Concern for liquidity shall be insured through practices that include covering the next vendor disbursement date and payroll date through maturing investments.

C. Risks of market price volatility shall be controlled through maturity diversification such that aggregate price losses on instruments with maturities exceeding one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

D. Specific diversification limitation shall be imposed on the portfolio as follows:

1. The target average maturity of the portfolio will be 18 months, plus or minus six months. During increasing rate environments the average maturity is to be shortened toward the 12 month goal and during decreasing rate environments the average maturity is to be lengthened toward the 24 month goal.

2. Except for deposits in the Local Agency Investment Fund, instruments of the U.S. Government or its Agencies and fully collateralized certificates of deposit, no more than 10% of the overall portfolio may be invested in the securities of a single financial institution if the maturity is greater than one year, no more than 20% may be invested in a single issuer if the maturity is one year or less.

3. In accordance with California statutes, City deposits including collateralized certificates of deposit shall not exceed the total paid up capital (to include capital notes and debentures) and surplus of any depository bank, or the total of the net worth of any savings and loan association.

IX. RISK TOLERANCE

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The City Treasurer shall periodically establish guidelines and strategies to control risks of default, market price changes and illiquidity.

In addition to these general policy considerations, the following specific policies will be strictly observed.

A. All investment funds will be placed directly with qualified financial institutions. The City will not deposit or invest funds through third parties or money brokers.

B. All transactions will be executed on a delivery versus payment basis with one exception: Upon the City's receipt of an account number from an authorized official, a California savings and loan institution and Bay Area banks shall have 48 hours from the transaction settlement date in which to deliver the certificate of deposit for a collateralized deposit to the City's safekeeping, even though payment is made by the City on the settlement date.

C. A competitive bid process, utilizing a minimum of three financial institutions deemed eligible by the City's Investment Advisor, will be used to place all investment purchases. Based on a quarterly evaluation, securities dealers, banks and other financial institutions will be dropped or continued on the eligibility list. The following criteria will be used in the quarterly evaluation:

1. Number of transactions competitively won.
2. Prompt and accurate confirmation of transactions.
3. Efficient securities delivery.
4. Accurate market information account servicing.

D. The City Treasurer shall forward a copy of and updates to the City's Investment Policy to the City's Investment Advisor and require written acknowledgment of the Policy.

**CITY OF ANTIOCH
STATEMENT OF INVESTMENT POLICY**

X. SAFEKEEPING AND CUSTODY

To protect against potential fraud and embezzlement, the assets of the City shall be held in the City's vault or secured through third party custody and safekeeping procedures. City Treasurer or designee shall be bonded to protect the public against possible embezzlement and malfeasance. Safekeeping procedures shall be reviewed annually by an independent auditor. The auditor may conduct surprise audits of safekeeping and custodial procedures.

XI. REPORTING REQUIREMENTS

The City Treasurer shall render to the City Council and the Investment Advisory Committee at least a quarterly investment report, which shall include, at a minimum, the following information for each individual investment:

1. Type of investment instrument (i.e., Treasury Bill, medium term note);
2. Issuer name (i.e., General Electric Credit Corporation);
3. Purchase date (trade and settlement date);
4. Maturity date;
5. Par value;
6. Purchase price;
7. Current market value and the source of the valuation;
8. Overall portfolio yield based on cost.

The quarterly report also shall (a) state compliance of the portfolio to the statement of investment policy, or manner in which the portfolio is not in compliance; (b) include a description of any of the City's funds, investments, or programs that are under the management of contracted parties, including lending programs; and (c) include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

The Treasurer will submit to City Council a monthly report of investment transactions.

The City Treasurer shall annually render to the City Council a Statement of Investment Policy, which the City Council shall consider at a public meeting.

RESOLUTION NO. 2012/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING THE STATEMENT OF INVESTMENT POLICY**

BE IT RESOLVED that the City Council of the City of Antioch hereby adopts the Statement of Investment Policy, as attached hereto:

* * * * *

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 by the following vote:

AYES: Councilmembers:

NOES:

ABSENT:

**DENISE SKAGGS,
ANTIOCH CITY CLERK**

**STAFF REPORT THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF AUGUST 14, 2012**

Prepared by: Tina Wehrmeister, Community Development Director

Date: August 9, 2012

Subject: Complete Streets Policy

RECOMMENDATION

Motion to adopt the resolution.

BACKGROUND INFORMATION

In 2008 the State legislature enacted the California Complete Streets Act (Act). The Act requires jurisdictions to identify how mobility needs of all users of roadways including bicycle, pedestrian, and transit modes will be provided for with the next general plan update.

Regional transportation and planning agencies are currently creating and updating grant application eligibility criteria taking into consideration legislative requirements such as SB 375 (greenhouse gas reduction) and the Sustainable Communities Strategy (One Bay Area) and the Complete Streets Act. Future grant applications will require jurisdictions to have either approved General Plan amendments that comply with the Act or a Complete Streets policy adopted by resolution, such as proposed. The resolution option is given as the regional agencies recognize that some jurisdictions may not have recently revised general plans. Grants administered through MTC and CCTA are critical for future roadway improvements and fund many CIP projects.

DISCUSSION

The proposed resolution is modeled from a sample resolution prepared by MTC and will therefore comply with grant eligibility requirements. The language has been reviewed by the Public Works Director and is consistent with current City practices to accommodate multiple modes of transportation.

FISCAL IMPACTS

If a Complete Streets policy or General Plan amendment is not adopted by January 2013 the City could lose the opportunity to apply for grant funding. The Capital Improvement Program relies on various grant sources to fund roadway improvements and rehabilitation projects.

OPTIONS

The proposed action is critical to the future CIP budget and the policy is consistent with current practices; therefore, no alternatives have been identified.

ATTACHMENTS

A: California Complete Streets Act of 2008

RESOLUTION NO. 2012/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING A COMPLETE STREETS POLICY**

WHEREAS, the term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families; and

WHEREAS, the City of Antioch acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation; and

WHEREAS, the City of Antioch recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings; public health; and environmental sustainability; and

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (also known as AB 1358), which requires that when cities or counties revise general plans, they identify how they will provide for mobility needs of all users of the roadways, as well as through Deputy Director 64, in which the California Department of Transportation explained that it “views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system”; and

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking; and

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental wellbeing of their communities.

NOW, THEREFORE, BE IT RESOLVED, in light of the foregoing benefits and considerations, the City of Antioch wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving

RESOLUTION NO. 2012/**

August 14, 2012

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flexibility, recognizing community context, and using the latest and best design guidelines and standards; and

BE IT FURTHER RESOLVED that the City Council of the City of Antioch:

1. Adopts the Complete Streets Policy attached hereto as Exhibit "A", and made part of this Resolution, and that said exhibit is hereby approved and adopted.
2. That the next substantial revision of the Antioch General Plan circulation element shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this resolution.

* * * * *

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, 2012 by the following vote:

AYES:

NOES:

ABSENT:

DENISE SKAGGS, City Clerk

EXHIBIT “A”

CITY OF ANTIOCH COMPLETE STREETS POLICY

A. Complete Streets Principles

1. **Complete Streets Serving All Users.** The City of Antioch expresses its commitment to creating and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, highways, bridges, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families.
2. **Context Sensitivity.** In planning and implementing streets projects, departments and agencies of the City of Antioch shall maintain sensitivity to local conditions in both residential and business districts as well as urban, suburban, and rural areas, and shall work with residents, merchants, and other stakeholders to ensure that a strong sense of place ensues. Improvements that will be considered include sidewalks, shared use paths, bicycle lanes, bicycle routes, paved shoulders, street trees and landscaping, planting strips, accessible curb ramps, crosswalks, refuge islands, pedestrian signals, signs, street furniture, bicycle parking facilities, public transportation stops and facilities, transit priority signalization, and other features assisting in the provision of safe travel for all users, such as traffic calming circles, transit bulb outs, and road diets.
3. **Complete Streets Routinely Addressed by All Departments.** All relevant departments and agencies of the City of Antioch shall work towards making Complete Streets practices a routine part of everyday operations, approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users, and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation. The following projects provide opportunities: pavement resurfacing, restriping, accessing above and underground utilities, signalization operations or modifications, and maintenance of landscaping/related features.
4. **All Projects and Phases.** Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users shall be incorporated into all planning, funding, design, approval, and implementation processes for any construction, reconstruction, retrofit, maintenance, operators, alteration, or repair of streets (including streets, roads, highways, bridges, and other portions of the transportation system), except that specific infrastructure for a given category of users may

be excluded if an exemption is approved via the process set forth in section C.1 of this policy.

B. Implementation

- 1. Plan Consultation and Consistency.** Maintenance, planning, and design of projects affecting the transportation system shall be consistent with local bicycle, pedestrian, transit, multimodal, and other relevant plans, except that where such consistency shall not be required if the head of the relevant department provides written approval explaining the basis of such deviation.
- 2. Street Network/Connectivity.** As feasible, the City of Antioch shall incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of users and to create employment, with the particular goal of creating a connected network of facilities accommodating each category of users, and increasing connectivity across jurisdictional boundaries and for existing and anticipated future areas of travel origination or destination.
- 3. Evaluation.** The City will evaluate this Complete Streets Policy on a regular basis using the following performance measures:
 - a. Total miles on on-street bikeways defined by streets with clearly marked or signed bicycle accommodation.
 - b. Total miles of local streets with pedestrian accommodation.
 - c. Number of missing or non-compliant curb ramps on City streets.
 - d. Number of new street trees planted along City streets.
 - e. Percentage of new street projects that are multi-modal.
 - f. Number and severity of pedestrian-vehicle and bicycle-vehicle crashes.
 - g. Number of pedestrian-vehicle and bicycle-vehicle fatalities.

C. Exemptions

- 1. Leadership Approval for Exemptions.** Projects that seek Complete Streets exemptions must provide written finding of why accommodations for all modes were not included in the project and signed off by the Public Works Director. Projects that are granted exceptions must be made publically available for review. Federal guidance on exceptions can be found from the Federal Highway Administration (FHWA) Accommodating Bicycle and Pedestrian Travel.
http://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design_guidance/design.cfm

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF AUGUST 14, 2012**

FROM: Denise Haskett, Human Resources Department

DATE: August 7, 2012

**SUBJECT: RESOLUTION APPROVING UPDATED REVISIONS TO THE CLASS
SPECIFICATIONS OF ADMINISTRATIVE ANALYST I AND II
(CONFIDENTIAL UNIT)**

RECOMMENDATION

Adopt resolution approving updated revisions to the class specifications of Administrative Analyst I and II (Confidential Unit).

BACKGROUND

Johnson & Associates LLC, who conducted a Classification Study for the City, has proposed revised class specifications, which will allow us to:

- accurately describe job duties, skills, knowledge and abilities;
- utilize job titles that are current and comparable to those used in other agencies;
- optimize efficiency, productivity, and organizational effectiveness

Class specifications are reviewed prior to recruiting for vacant positions. In order to ensure that we are in a position to recruit and retain the most qualified employees for the City, staff will continue to present updated revised class specifications to Council for approval, prior to initiating a recruitment.

Staff has met with the Confidential Representative, who has reviewed the Administrative Analyst I and II class specifications.

FINANCIAL IMPACT

There will be no financial impact. The salary range for the class specification will remain unchanged.

OPTIONS

- Approve the class specification.
- Deny the class specification

ATTACHMENTS

Resolution
Class Specifications Administrative Analyst I and II

08/14/12

RESOLUTION NO. 2012/

RESOLUTION APPROVING UPDATED REVISIONS TO THE CLASS SPECIFICATIONS OF ADMINISTRATIVE ANALYST I AND II (CONFIDENTIAL UNIT)

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

Section 1. That the class specifications for the position of Administrative Analyst I and II (Confidential Unit) be updated and revised; and

Section 2. That the updated and revised class specifications for the position of Administrative Analyst I and II, attached hereto as Exhibit "A" and Exhibit "B"; be approved and added to the City of Antioch Employees' Classification System; and

Section 3. That copies of this resolution be certified to all holders of the City of Antioch Employees' Classification System.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 14th day of August, 2012, by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "A"

CITY OF ANTIOCH

ADMINISTRATIVE ANALYST I

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

SUMMARY DESCRIPTION

Under direction, performs a variety of para-professional and general professional, routine analytical, programmatic, and administrative duties in support of various administrative and programmatic operations and activities and in providing responsible staff support to a City department, office, and/or program area; coordinates assigned activities with other divisions, outside agencies, and the general public; and may supervise, train, and oversee the work of assigned administrative support staff.

DISTINGUISHING CHARACTERISTICS

The Administrative Analyst I is typically utilized as an entry level classification into the Administrative Analyst II classification or as a position providing advanced journey level para-professional administrative support within a department with responsibility for planning, coordinating, and implementing office support functions for an assigned department.

When utilized as the entry level into the Administrative Analyst II, this classification enables positions to acquire the competencies to perform at the full journey level. Initially under closer supervision, incumbents at this level perform the more routine administrative and programmatic support and analytical duties while learning City policies, procedures, and specific techniques related to area of assignment and management analysis. As experience is gained, assignments become more diversified and incumbents work with greater independence. Job assignments are in specific departments and/or programs, where incumbents are expected to assist the department head, senior management staff, and/or higher-level analysts with program, operational, and administrative functions.

When utilized as a position providing advanced journey level para-professional administrative support, the classification is often utilized for positions that function as an office manager with responsibility for planning, coordinating, and implementing office support functions for an assigned department. In this capacity, positions in this class contribute to the overall management of the assigned department by participating in the development of policies and procedures, coordinating with internal and external parties to improve delivery of service, providing guidance on all facets of customer communications, and participating in the development, monitoring, and administration of budgets.

REPRESENTATIVE DUTIES

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

1. Perform a variety of programmatic, administrative, and routine staff and analytical duties requiring the application of administrative skills and specific program knowledge in support of a City department, division, program, or function; assume responsibility for specific program area duties; provide assistance in administrative and operating programs as assigned.

CITY OF ANTIOCH

Administrative Analyst I (*Continued*)

2. Conduct research; prepare, revise, and implement various administrative policies, procedures, rules, and regulations in accordance with sound organizational practices; develop and revise office forms and report formats.
3. Conduct administrative and/or management studies relating to the activities and operation of the assigned department, office, or program area; conduct the more routine surveys, research, and statistical analysis on administrative, fiscal, and operational issues; collect, compile, and analyze information from various sources on a variety of specialized topics related to programs administered by the position or by management staff; write reports that present and interpret data, identify alternatives, and make and justify recommendations.
4. Provide staff assistance to management staff; participate on and provide staff support to a variety of committees and boards; prepare and present staff reports and other correspondence as appropriate and necessary; relieve management staff of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
5. Participate in planning, coordinating, implementing, promoting, and overseeing assigned programs, projects, and initiatives; participate in the development and implementation of program goals, objectives, policies, procedures, and priorities; participate in the development and implementation of strategies for the achievement of these goals.
6. Participate in the identification, planning, development, and implementation of new and/or modified programs that would promote and enhance the mission, goals, and objectives of the City; perform the necessary research and analysis to justify the appropriateness of implementing the proposed program/project; prepare presentation materials and background documentation; participate in monitoring project success using appropriate tracking and feedback systems.
7. Assist in researching, negotiating, and monitoring assigned contracts and agreements with outside suppliers, service providers, leasing agents, and others; ensure work is performed in compliance with contracts and agreements.
8. May serve in the capacity of an office manager for assigned department, independently planning, administering, and coordinating administrative support functions and services.
9. Plan, direct, coordinate, and review assigned activities and operations of the department including assigned administrative support, technical, and/or programmatic service areas; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems; recommend improvements in work flow, procedures, and use of equipment and forms; implement improvements as approved.
10. Participate in the selection, training, and evaluation of assigned administrative support personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend discipline and termination procedures.
11. Serve as primary contact and liaison for assigned functions and programs with other City departments and staff, the general public, and outside agencies and organizations; negotiate and resolve sensitive and controversial issues; explain, justify, and defend programs, policies, and activities.
12. Coordinate assigned services and program/project activities with those of other City programs, functions, departments, and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; coordinate data, resources, and work products as necessary and upon request in support of a productive and positive working environment; participate in representing the assigned area to public and private groups, organizations, and other City groups.

CITY OF ANTIOCH
Administrative Analyst I (Continued)

13. Assist with the budget development process and budget monitoring activities; provide assistance in the development of assigned budget; collect and analyze financial data; review and analyze budget requests and budget changes; make recommendations and obtain final approval for changes; create data tracking and reporting systems; monitor monthly status.
14. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

- Organization and operation of municipal government.
- Municipal government functions specifically related to program area/project assignments.
- Operational characteristics, services, and activities of assigned program.
- Work organization and office management principles and practices.
- Basic techniques and formulae for administrative, financial, and comparative analyses.
- Methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation.
- Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
- Basic principles and practices of public administration.
- Basic principles and practices of program development and administration.
- Basic principles and practices of budget preparation and administration and grant application and administration principles and practices.
- Principles of business letter writing.
- Federal, state, and local government organizations.
- Basic principles of supervision, training, and performance evaluation may be required for some positions.
- Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets and databases.
- Methods and techniques used in customer service and public relations.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Perform assigned duties using independent judgment and personal initiative.
- Oversee, direct, coordinate, and participate in the management of a comprehensive administrative support division or other assigned program area.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent laws, regulations, and ordinances.
- Select, train, and evaluate assigned staff may be required for some positions.
- Supervise, organize and review the work of lower level staff may be required for some positions.
- Participate in the preparation and administration of assigned budgets.
- Conduct basic to moderately complex research and compile, analyze, and interpret data.
- Prepare clear, accurate and concise tables, schedules, summaries and other materials in statistical and narrative form.
- Develop skill to analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Plan, coordinate and conduct operational analyses, administrative studies, and special projects.
- Respond to requests and inquiries from the general public.

CITY OF ANTIOCH
Administrative Analyst I (Continued)

Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems.
Manage multiple projects simultaneously.
Plan and organize work to meet schedules and time lines.
Operate and use modern office equipment including a computer and various software packages.
Participate in planning, organizing, directing, coordinating, and evaluating assigned programs, projects, events, or technical area.
Properly interpret and make recommendations in accordance with laws, regulations and policies.
Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

Equivalent of the completion of the twelfth grade supplemented by college level course work in business administration, public administration, or a related field. A Bachelor's degree is desirable.

Experience:

Two years of responsible administrative and/or programmatic support experience related to assigned area. One year of research or analytical experience, preferably in public administration, is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting; regular interaction with City employees and the general public.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created October 1987

Revised February 2003, December 2003, November 2006, November 2007

March 2010

Johnson & Associates

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

EXHIBIT "B"

CITY OF ANTIOCH

ADMINISTRATIVE ANALYST II

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

SUMMARY DESCRIPTION

Under general direction, performs a full range of responsible and varied professional, analytical, programmatic and administrative duties involved in providing responsible staff support to a City department, office, and/or program area; assumes responsibility for the management and administration of a specific program area; recommends action and assists in policy, procedure, work methods, and budget development and implementation for area of assignment; and coordinates assigned activities with other divisions, outside agencies, and the general public.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the professional Administrative Analyst series. Positions at this level are generally assigned responsibility for the management and administration of a specific program or function and independently perform a wide range of responsible and difficult analytical duties in providing responsible staff support to a City department, office, and/or program area. Assignments are typically received in broad, outline form, and incumbents are expected to have the competencies needed to act independently in developing applicable resources and information. Projects may include statistical analysis, operations support, and policy, procedures, and budget development, or other areas specific to the department or office. Incumbents are expected to exercise independent judgment in selecting study approach and analytical techniques and in making sound recommendations based on study results.

REPRESENTATIVE DUTIES

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

1. Provide assistance in resolving the more difficult operational and administration problems; identify problem areas and issues; plan, organize, coordinate, direct, and/or conduct administrative and/or management studies relating to the activities or operation of the assigned department, office, or program area.
2. Conduct complex surveys, research, and analysis on administrative, fiscal, and operational issues; determine analytical techniques and information-gathering processes and obtain required information and data for analysis; analyze alternatives and make recommendations regarding such areas as staffing, facilities, equipment, cost analysis, productivity, and policy or procedure modifications; discuss findings with management staff and prepare reports of study conclusions; oversee and assist in the implementation of recommendations.
3. Provide complex staff assistance to management staff; participate on and provide staff support to a variety of committees and boards; prepare and present staff reports and other correspondence as appropriate and necessary.

CITY OF ANTIOCH
Administrative Analyst II (Continued)

4. Plan, coordinate, implement, promote, and oversee assigned programs, projects, and initiatives; oversee and participate in the development and implementation of program/project goals, objectives, policies, procedures, and priorities; oversee and participate in the development and implementation of strategies and workplans for the achievement of these goals.
5. Oversee and participate in the design, production, and distribution of a variety of promotional, marketing, outreach, and information materials, communications, and presentations; create press releases; serve as media contact for assigned programs.
6. Perform a range of duties involved in the identification, planning, development, and implementation of new and/or modified programs/projects that would promote and enhance the mission, goals, and objectives of the City; oversee or perform the necessary research and analysis to justify the appropriateness of implementing the proposed program/project; prepare presentation materials and background documentation; monitor project success using appropriate tracking and feedback systems.
7. Perform a range of duties involved in researching, negotiating, and monitoring assigned contracts and agreements with outside suppliers, service providers, leasing agents, and others; ensure work is performed in compliance with contracts and agreements.
8. Coordinate assigned services and program/project activities with those of other City programs, functions, departments and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; coordinate data, resources, and work products as necessary and upon request in support of a productive and positive working environment; represent the assigned area to public and private groups, organizations, and other City groups; provide information and assistance as appropriate.
9. Ensure that assigned program/project activities and services comply with relevant federal, state, and local laws, policies, and regulations.
10. Participate in the budget development process and budget monitoring activities for assigned areas of responsibility; collect and analyze financial data; review and analyze budget requests and budget changes; make recommendations and obtain final approval for changes; create data tracking and reporting systems; monitor monthly status.
11. Administer, write, and prepare assigned grants; monitor and prepare reports on authorized grant expenditures.
12. Attend and participate in professional group meetings; stays abreast of new trends and innovations in the fields of business and public administration and issues related to field of expertise.
13. May direct the work of support staff on a project or day-to-day basis.
14. Perform related duties as required.

QUALIFICATIONS

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

Knowledge of:

Principles and practices of public administration.

CITY OF ANTIOCH
Administrative Analyst II (Continued)

Organization and operation of municipal government.
Municipal government functions specifically related to assigned program area.
Operational characteristics, services, and activities of assigned program area.
Principles and practices of program development and administration.
Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.
Principles and practices of contract negotiation, preparation and monitoring.
Principles and applications of critical thinking and analysis.
Techniques and formulae for administrative, financial, and comparative analyses.
Methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation.
Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
Principles and practices of budget preparation and administration and grant application and administration principles and practices.
Finance and accounting systems.
Principles of business letter writing.
Federal, state, and local government organizations.
Principles of supervision and training.
Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Principles, trends, methods, and techniques used in customer service, public relations, public information, and program education and promotion.
English usage, spelling, grammar, and punctuation.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Perform a wide range of professional analytical duties involving the use of independent judgment and personal initiative.
Independently plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical area.
Quickly assimilate new information and adapt to changing priorities.
Oversee and participate in the development and administration of program goals, objectives and procedures.
Collect, evaluate, and interpret varied information and data.
Research, analyze, and formulate recommendations, work plans, and activities regarding planning, technical, and administrative issues.
Analyze complex problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Read and interpret technical information.
Prepare clear and concise technical, administrative and financial reports.
Prepare clear, accurate and concise tables, schedules, summaries and other materials in statistical and narrative form.
Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems.
Research, negotiate, manage, and monitor contracts and agreements.
Understand the organization and operation of the City, assigned program, and of outside agencies as necessary to assume assigned responsibilities.
Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations.
Properly interpret, ensure compliance with, and make recommendations in accordance with laws, regulations and policies.

CITY OF ANTIOCH
Administrative Analyst II (Continued)

Identify and respond to community and organizational issues, concerns, and needs.
Coordinate multiple projects and meet critical deadlines.
Organize and prioritize timelines and project schedules in an effective and timely manner.
Plan, schedule, and review the work and performance of subordinates in a manner conducive to proficient performance and high morale may be required for some positions.
Participate in the preparation and administration of budgets.
Operate and use modern office equipment including a computer and various software packages.
Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a field related to area of assignment.

Experience:

Two years of responsible professional level administrative and management analysis experience related to assigned area.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

Created October 1987
Revised February 2003, December 2003, November 2006, November 2007
March 2010
Johnson & Associates

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

STAFF REPORT TO THE ANTIOCH CITY COUNCIL FOR CONSIDERATION AT THE MEETING OF AUGUST 14, 2012

Prepared by: Dawn Merchant, Finance Director

Reviewed by: Jim Jakel, City Manager

Date: August 7, 2012

Subject: New Procedures for Establishing Water Accounts

RECOMMENDATION

Receive and file report.

BACKGROUND

Vacant homes and squatters continue to be a problem within the City of Antioch. Foreclosures and short sales can be an exhaustive process during which time, home ownership and responsibility can become a muddy issue. While the City has strived to establish valid residency for tenants and/or listing agents for properties when new water accounts are set up, we still receive a number of fraudulent documents that cannot be detected. Past practice has been to receive a copy of a valid identification, a lease agreement with the homeowner of record (verified by staff through County Parcel Quest) and a \$90 deposit. If the account is being set up in the name of the listing agent, we have only required a request from the agent on either company letterhead or business card if in person. While the City does not get involved with landlord/tenant disputes, we felt it necessary to tighten up procedures for establishing accounts in order to better protect our residents and business community from illegal squatters.

Effective August 13, 2012, new tenants to a property or a listing agent representing a property will have to complete a water service application (attached). This application requires the owner to certify that the tenant has a right to residency or that the listing agent is authorized to establish water service. A copy of the lease agreement and/or listing agreement will need to be provided and if the owner cannot appear in person with the tenant then the form will have to have a notarized signature of the owner of the property, which can be verified. We will still be requiring valid identification and a deposit. Establishment of water may be delayed if staff needs to complete additional verification of documents. We realize that this will not solve all problems with squatters in our community, but this is a measure we can take to help combat it. Staff will also consider other measures as needed.

ATTACHMENT

Water Account Application



FINANCE DEPARTMENT, 200 H ST, corner of 3RD & H St, ANTIOCH, CA 94509
Telephone: 925.779.7060

VERIFICATION OF PROPERTY OWNERSHIP AND LEASE

Service Address: _____

***** OWNER INFORMATION *****

First Name: _____ Last Name: _____

Mailing Address: _____

Telephone number: _____ Email: _____

Drivers License number or last four digits of Social Security number: _____

NOTE: *Proof of ownership may be required if owner's name is not verifiable on County records. In this case, original ownership paperwork is required; such as Recorded Grant Deed or HUD-1 final settlement statement.*

***** TENANT/AGENCY INFORMATION *****

Beginning date of Occupancy/Contract: _____

Tenant and Co-Tenant Name(s): _____

Property Management/Leasing Agency Name: _____

Tenant Signature: _____ Date: _____

Agency Signature: _____ Date: _____

Owner Signature: _____ Date: _____

I, the property owner, confirm the above information to be true and correct and authorize the above tenant's occupancy or the above agency to act on my behalf when establishing water service with the City. A true and correct copy of the lease agreement and/or property management or listing agreement is being provided. In the case of any discrepancies, water service connection may be delayed while information is verified.

***** NOTARY ACKNOWLEDGEMENT *****

If the property owner does not come to City Hall to verify ownership, the property owner's signature must be notarized.

State of: _____ County of: _____

On this, the _____ day of _____, 20____, before me a notary public, the undersigned Officer, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official Seal.

Signature: _____

My commission expires: _____

Notary Name: _____

Notary Phone number: _____

Notary Registration number: _____

County of Principal Place of Business: _____

PLACE SEAL ABOVE: ↑

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF AUGUST 14, 2012**

PREPARED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*
APPROVED BY: Ron Bernal, Director of Public Works/City Engineer *REB*
DATE: August 6, 2012
SUBJECT: Approval of Proposal and Authorization for the City Manager to Sign an Agreement with Brown and Caldwell for Engineering Services for Updating the City's Water System Master Plan, P.W. 340-9

RECOMMENDATION

It is recommended that the City Council approve the proposal and authorize the City Manager to sign an agreement with Brown and Caldwell for engineering services to update the City's Water System Master Plan and authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to increase Water Enterprise Funding for this project by \$148,060.00.

BACKGROUND INFORMATION

The last modification to the City's Water System Master Plan was performed in 1999 with an updated Executive Summary developed in 2001. Since then, growth has increased water demand and water usage patterns have changed. Numerous improvements to the water system have been performed including the expansion of the Water Treatment Plant and construction of new transmission lines, storage reservoirs and booster pump stations. In addition, the water quality standards and practices for facility development and maintenance are continuously updated and the water master plan needs to reflect these changes. The updated Water System Master Plan will assess the current system conditions, operations and plan for system improvements needed in the next 20 years.

Staff is currently consulting with Brown and Caldwell to provide engineering services pertaining to developing the City's Urban Water Master Plan, prioritizing future Capital Improvement projects and updating the water system hydraulic model. In an effort to build upon these projects and consolidate the relevant information obtained during these recent studies, staff solicited a proposal from Brown and Caldwell to update the City's Water System Master Plan. It is recommended that Council approve the proposal submitted by Brown and Caldwell to perform this work at a cost not to exceed \$198,060.

FINANCIAL IMPACT

The 2012-13 Capital Improvement Budget includes \$50,000.00 in Water Enterprise Funds for water facility studies and planning. Additional funding in the amount of \$148,060 is requested to perform a complete update of the City's Water System Master Plan.

OPTIONS

None

ATTACHMENTS

A: Consultant Service Agreement

SB:lm

8-14-12

ATTACHMENT "A"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND BROWN AND CALDWELL FOR UPDATING THE WATER SYSTEM MASTER PLAN

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Brown and Caldwell, a California Corporation ("Consultant") as of August 15, 2012.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on August 15, 2013, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. 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 agrees to pay Consultant a sum not to exceed **\$198,060.00 (One hundred ninety eight thousand sixty dollars)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed One hundred ninety eight thousand sixty dollars (198,060.00). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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 "occurrence coverage" 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.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and their officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined

single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and their officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or their officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and their officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- f. The policy must contain a cross liability or severability of interest clause.

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds 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 herein.

4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City and their officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 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, or sexual orientation, 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.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 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.
- 9.3 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.

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 Phillip L. Harrington ("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 K. Faisst, Vice President
Brown and Caldwell
201 North Civic Drive, Suite 115
Walnut Creek, CA 94596-3864

Any written notice to City shall be sent to:

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

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

CITY:

CITY OF ANTIOCH

CONSULTANT:

BROWN AND CALDWELL

Jim Jakel, City Manager

William K. Faisst, Vice President

Attest:

Lori Jones, Vice President

Denise Skaggs, City Clerk

Approved as to Form:

Lynn Tracy Nerland, City Attorney

201 North Civic Drive, Suite 115
Walnut Creek, California 94596
Tel: 925-937-9010
Fax: 925-937-9026
www.browncaldwell.com

EXHIBIT "A"

July 31, 2012



Mr. Scott Buenting
Associate Engineer
Capital Improvements
City of Antioch
PO Box 5007
Antioch, California 94531-5007

071128-017

Subject: Proposal for Water System Master Plan Update

Dear Mr. Buenting:

The City of Antioch (City) needs to update its water system master plan (WSMP) to assess current system conditions and operations and to plan for system improvements needed in the next 20 years. Brown and Caldwell (BC) is pleased to forward this proposal to update the master plan by building on projects already completed or underway such as the City's Urban Water Master Plan (BC, 2011) and the updated water system hydraulic model.

Project Understanding and Overall Approach

The City last updated its WSMP in September 1999 and updated the Executive Summary in October 2001. Since then, water use patterns have changed, and the City has expanded its water treatment plant and made other system modifications. The City recognizes that facilities are aging and need assessment and possible rehabilitation to maintain reliable service. As part of this assessment, the City needs to understand potential capital costs associated with such investments.

Project Approach

BC's approach will include the following key activities:

- Conduct kick-off meeting with City staff to review key issues and discuss master planning topics like levels of service, assigning demands for undeveloped areas, and general coordination.
- Visit key facilities where rehabilitation is needed, carried out in conjunction with the kick-off meeting.
- Use fire hydrant flow data collected as part of this project and attempt to calibrate the recently created hydraulic model for the City to within 10 pounds per square inch (psi).
- Carry out capital improvement plan (CIP) preparation in parallel with the City's previously authorized assignment to BC for CIP updates, to use budgets for both assignments most efficiently.
- Provide continuous project management, which includes monthly invoices and project updates, and quality assurance/quality control (QA/QC).

Scope of Work

BC has developed a detailed scope of work (see Attachment A) that addresses activities identified in BC's discussion with City staff.

Project Team

Thomas Birmingham, PE, PMP, will manage this project and lead the mechanical review of existing facilities. Tom will oversee other BC staff carrying out this assignment, including:

- Dr. William Faisst, PE – Principal-in-Charge
- Jenny Gain, PE – demand forecasting, water resources and water quality review
- Donna Rammell, PE – Facilities electrical review
- Alok Gupta – Water system modeling
- Butch Matthews – Cost estimating

Team members have extensive experience completing similar assignments for the City and numerous other public and private water suppliers.

Project Terms and Conditions

BC proposes to complete this assignment working under the terms of the City's standard consulting contract previously agreed to by BC as part of other City assignments in 2011 and 2012.

Schedule

Attachment B provides an initial Microsoft Project schedule for key project activities. We will use this schedule as a management tool throughout the project.

Compensation

Compensation for services shall be on a time-and-expense basis, for a limiting fee not to exceed \$198,060 for base services as detailed in Attachment A. Labor will be charged at direct labor rates as presented in Attachment C. Labor costs include postage, computer charges and copying.

We look forward to the opportunity to perform the work for you. Please call Tom Birmingham at 925.210.2352 or Bill Faisst at 925.210.2384 with any questions.

Very truly yours,

Brown and Caldwell



Lori Jones
Vice President



Thomas Birmingham, PE, PMP
Project Manager

WKF/TB:dem

Attachments: A: Scope of Work
B: Project Schedule
C: Hourly Rates and Labor Effort Estimate

Attachment A

City of Antioch (City) Water System Master Plan Update

Scope of Work

Brown and Caldwell (BC) will complete the following tasks to prepare a water system master plan (WSMP) update.

Description of Water Master Plan

Table A-1 presents an annotated preliminary outline for the WSMP update:

Table A-1. Preliminary City Water System Master Plan Update Outline		
Item	Description	Comments
Executive Summary	Executive Summary	Findings, conclusions and recommendations; CIP summary table.
Chapter 1	Introduction	Drivers, time frame, authorization, Scope of Work.
Chapter 2	Existing System and Study Area Characteristics	Updated zoning and pressure zone mapping; key facilities summary.
Chapter 3	Historical and Projected Water Use	Chapter drafted from Urban Water Management Plan (UWMP).
Chapter 4	Water Quality and Water Resources	Analyses of City data and Update on Delta from Contra Costa Water District (CCWD) and other.
Chapter 5	Raw Water and Distribution System Evaluation and Modification	Presentation of modeling results and summary of staff concerns; identification and testing of potential improvements.
Chapter 6	Water Treatment Plant Evaluation and Improvements	Summary of current WTP facilities and descriptions of facilities needing renewal or replacement.
Chapter 7	Capital Improvement Program	Cost Basis and 5-year and 20-year CIPs.
Appendix A	References	
Appendix B	One-page Summaries for Major CIP Projects	Summaries will include project duration and commentary about such things as required permitting and engineering.

Task 1. Project Management

1.1 General Management

BC's project management tasks include routine communication with City staff, day-to-day project tracking, monthly internal meetings and monitoring, internal quality assurance/quality control (QA/QC) reviews with independent review of the draft WSMP update, and monthly progress reporting and invoicing.

1.2 Project Management Meetings with City Staff

Prepare for and attend up to two meetings with City staff. This includes a project kickoff meeting and one additional meeting as requested by City project manager. Prepare and circulate agendas electronically five working days before the meetings, and distribute electronic meeting minutes within five working days after the meetings.

Deliverables:

Monthly invoices and progress reports; agendas and meeting minutes.

1.3 Public Meeting Attendance

Prepare for and attend one public meeting to help City staff present the WSMP to the City Council. Prepare a draft Power Point presentation that summarizes WSMP highlights (about 20 slides) and forward electronically for City review. Respond to one combined set of review comments and forward final presentation electronically.

Deliverables:

Draft and final Power Point presentations.

Task 2. Existing System and Study Area Characteristics

Develop a description of the existing distribution system that includes updated zoning and pressure zone maps, location for key facilities, schematic representation of the distribution system, tabulation of key facilities data, and population data. Summarize population projections from the 2011 Urban Water Management Plan. WSMP Update Chapter 2 will present existing and proposed expanded system service area and projected population increases.

Deliverables:

This task has no separate deliverable.

Task 3. Historical and Projected Water Use

Use the 2011 UWMP to estimate water demands over the next 20 years; include adjustments for water conservation. Make any adjustments to demands for newer City projections for land use changes such as Northeast Antioch, Roddy Ranch, Lone Tree Valley, and the Chevron property (west of Somersville, north of Black Diamond Ranch and south of Buchanan). Divide projected demands among pressure zones, recognizing pressure zone boundary adjustments included in this update. Estimate how future land use, conservation measures, and use of recycled might affect water demands. Request recycled water demand projections from Delta Diablo Sanitation District (DDSD) and include such projections if they become available within four weeks after notice to proceed. WSMP Update Chapter 3 will present historical and projected water demands.

Deliverables:

This task has no separate deliverable.

Task 4. Water Quality and Water Resources

4.1. Water Quality

Using City-supplied data and information from the City's Watershed Sanitary Survey, assemble and present data on raw and treated water quality. Review and summarize federal and state regulations and compile information on proposed changes in the near term (five to ten years). Evaluate data and determine if the City would comply with possible modified regulations. WSMP Update Chapter 4 will present a discussion on water quality.

4.2. Water Resources

Using information from past master planning and the City's 2011 UWMP, together with water resources information developed by Contra Costa Water District and the Bay-Delta process, summarize the City's existing water rights and available water resources. Also include recycled water projections from DDSD if available. WSMP Update Chapter 4 will present a discussion on water resources.

Deliverables:

This task has no separate deliverable.

Task 5. Raw Water System and Distribution System Evaluation and Modification

5.1. Raw Water System

As part of the kickoff meeting, meet with City staff to inspect and discuss key raw water facilities—River Pumping Station, Lone Tree and James Donlon Canal Pumping Stations, raw water pipelines, and storm water gates at Municipal Reservoir; include review of potential projects already identified by City staff, including the redundancy of raw water transfer from the municipal reservoir to the water treatment plant. Based on the review, the tour and discussion assess the need for potential projects and develop a prioritized list of capital projects. Develop a single preliminary plan for routing raw water from the river directly into the water treatment plant (WTP). Prepare and forward electronically a draft list of projects and priorities for City review. Receive and address City comments and incorporate the revised list into WSMP Update Chapter 5.

Deliverables:

Preliminary lists of prioritized improvement projects for the raw water system, meeting agenda and meeting minutes.

5.2. Distribution System Evaluation

Update the City water storage and pumping criteria using demand projections by pressure zone from Task 2. Interview City staff about water quality issues associated with water age and storage; summarize information on existing performance. Evaluate existing storage and pumping using criteria from past planning for the City and determine if and where additional storage and/or pumping capacity is needed.

Perform flow tests on up to 20 fire hydrants throughout the City. This task will include developing a fire hydrant flow test protocol. Fire hydrant testing is estimated to include about three locations each in Zones 1, 4 East, 3 West, and 4 West; and about four locations each in Zones 2 and 3 East. Fire hydrant tests will determine the static and residual pressure at the observed flow rate. Using the results from the hydrant tests and the City water system hydraulic model, test static cases for maximum day, maximum day plus fire flow, and peak hour demands. Identify possible distribution system deficiencies. Meet with City staff to discuss water system deficiencies and operational challenges, review the list of distribution system deficiencies already identified by City staff such as looping Wilbur Avenue and East 18th Street near Highway 160, and brainstorm about potential modifications to address deficiencies and enhance operations. Prepare and forward electronically a draft list of projects and priorities for City review. If available, document emergency water interties with Diablo Water District, the City of Pittsburg, and CCWD. Receive and address City comments and incorporate the revised list and other work from this task into WSMP Update Chapter 5.

Deliverables:

Preliminary lists of prioritized improvement projects for the distribution system. Fire hydrant flow test protocol.

Task 6. Water Treatment Plant Evaluation and Improvements

Meet with City staff at WTP to review City lists of potential projects already received and to tour the facility to discuss areas of concern. Based on the review, the tour and water quality/water regulations review from Task 4, determine if regulatory changes would lead to the need for WTP modifications. Develop a list of capital projects. BC's site visit team will include a water treatment process engineer, an electrical engineer and one or two civil/mechanical engineers. Prepare and forward electronically a draft list of projects and priorities for City review. Receive and address City comments and incorporate the revised list into WSMP Update Chapter 6.

Deliverables:

Preliminary list of prioritized improvement projects for the WTP, meeting agenda and meeting minutes.

Task 7. Capital Improvement Program

Develop a prioritized Capital Improvement Program (CIP) for the identified improvement projects. A key map and tables will identify prioritized projects based on the severity of deficiency and whether the facility is deficient for the current planning horizon. Divide proposed projects into those associated with infrastructure deficiencies such as age and those associated with capacity deficiencies. Develop basis for cost estimating such as tables or figures that highlight water main replacement by diameter and pipe material, and unit costs or cost curves for storage reservoirs for booster pumping stations. Contact vendors for budgetary price quotes for specialty equipment. BC's estimators will prepare capital cost estimates at an AACE International Class 5 estimating level with appropriate allowances for contingencies, and soft costs. Use the City's previous 2012 CIP assignment to BC, to develop the capital cost estimates for up to 20 projects and incorporate outputs from that assignment into this task.

Develop concise one-page summaries for 10 of the capital project included in the first five years of the CIP with descriptions of construction improvements together with required planning, permitting, design and construction activities, and estimated durations for all activities. WSMP Update Chapter 7 will present the prioritized CIP. Appendix B will contain the one-page project summaries.

Deliverables:

This task has no separate deliverable.

Task 8. Plan Update Preparation

Compile the information from Tasks 2 through 7, with comments from drafts provided to City addressed, to assemble a draft WSMP Update. The draft will include all chapters listed in Table A-1. Submit one electronic draft update in .pdf format to City for review. Meet with City staff once to present the draft update. Receive and address one collated set of review comments. Submit five paper copies, one .pdf file, and one Word file of final update within 25 working days of receiving the combined review comments.

Deliverables:

Draft update in electronic format (.pdf format) and five copies of final update, with corresponding electronic supporting information.

Project Assumptions

The scope of work includes the following assumptions:

- A-1.** City will provide reasonable access to staff and facilities for discussions. City staff required to make key decisions will be available at review meetings.
- A-2.** City will provide timely review of draft BC work products and deliver review comments electronically as a single combined set within 10 working days of receiving draft materials.
- A-3.** During the hydrant flow testing carried out by BC as part of Task 5.2, City will provide corresponding distribution system operating data, including relevant tank levels, relevant booster pump status and valve status.
- A-4.** City Staff will be responsible for opening and closing fire hydrants during flow tests.
- A-5.** City will provide raw and treated water quality data for the past 10 years.
- A-6.** City will provide an electronic version of the latest land use map in either AutoCAD or Arcview GIS format that will show the City's LAFCO sphere of influence line and zoning.
- A-7.** The scope of work does not include any structural inspection and evaluation for existing facilities.
- A-8.** Project duration will be five months.

A-9. City Staff will be responsible for opening and closing fire hydrants during flow tests.

A-10. The scope of work does not include developing a SCADA system master plan.

A-11. BC will participate in one public meeting and up to four meetings with City Staff.

A-12. The City is responsible for obtaining all permits, and conducting all traffic control during hydrant flow testing.

A-13. The schedule assumes one week of City review time for BC deliverables.

A-14. Recycled water demand projections from Delta Diablo Sanitation District (DDSD) will be included only if provided to BC by the City within four weeks after notice to proceed.

Attachment B
City of Antioch Water System Master Plan Update
Proposed Schedule

Antioch Water System Master Plan Update

Task Name	Start	End	Duration	Finish
01-Project Management	Wed 7/25/12	Mon 12/31/12	114 days	Mon 12/31/12
Project Oversight	Wed 7/25/12	Mon 12/31/12	114 days	Mon 12/31/12
Project Meetings	Mon 12/31/12	Mon 12/31/12	1 day	Mon 12/31/12
Public Meeting	Fri 7/27/12	Thu 8/9/12	10 days	Thu 8/9/12
002-Existing Sys & Study Area Characteristics	Fri 7/27/12	Thu 8/23/12	20 days	Thu 8/23/12
003-Historical and Projected Water Use	Mon 8/13/12	Fri 8/7/12	20 days	Fri 8/7/12
004-Water Quality and Water Resources	Mon 8/13/12	Fri 8/7/12	20 days	Fri 8/7/12
Water Quality	Mon 8/13/12	Fri 8/7/12	20 days	Fri 8/7/12
Water Resources	Mon 8/13/12	Fri 8/7/12	20 days	Fri 8/7/12
005-Sewer Sys & Distributing Syst Eval & Modification	Fri 8/7/12	Thu 8/27/12	30 days	Thu 8/27/12
Raw Water System Evaluation	Fri 8/7/12	Thu 8/27/12	30 days	Thu 8/27/12
Distribution System Evaluation	Fri 8/7/12	Thu 8/27/12	30 days	Thu 8/27/12
006-Water Treatment Plant Evaluation & Improvements	Fri 8/7/12	Thu 8/13/12	20 days	Thu 8/13/12
Water Treatment Plant Evaluation	Fri 8/7/12	Thu 8/13/12	20 days	Thu 8/13/12
Improvements	Mon 8/13/12	Fri 8/29/12	20 days	Fri 8/29/12
007-Capital Improvement Program	Wed 10/23/12	Mon 12/31/12	64 days	Mon 12/31/12
Program Development	Wed 10/23/12	Tue 10/23/12	1 day	Tue 10/23/12
City Review	Wed 11/14/12	Wed 11/14/12	1 day	Wed 11/14/12
City Review Meeting	Thu 11/15/12	Thu 11/15/12	1 day	Thu 11/15/12
Prepare Final Report	Wed 11/14/12	Mon 12/31/12	34 days	Mon 12/31/12

Attachment C
City of Antioch Water System Master Plan Update
Hourly Rates and Labor Effort Estimate

Antioch, City of (CA) - Water System Master Plan Update																		
Phase	Phase Description	Birmingham, Thomas P.	Romero, Angela	Falsetti, William K.	O'Malley, Denis M.	McNamer, Dana E.	Gain, Jennifer L.	Gupta, Alok K.	Rammell, Donna L.	Mathews, James L.	Sicora, Susan M.	Other - 1	Total ODOs	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort	
001	Project Management	50	12	28	35	2	0	0	0	0	0	4	131	25,778	300	330	26,108	
		\$175,000	\$98,000	\$240,000	\$240,000	\$98,000	\$150,000	\$128,000	\$210,000	\$218,000	\$134,000							
002	Existing System and Study Area Characteristics	28	0	16	0	4	16	0	0	0	0	2	66	11,800	0	0	11,800	
003	Historical and Projected Water Use	24	0	4	0	4	32	0	0	0	0	0	64	10,352	0	0	10,352	
004	Water Quality and Water Resources	12	0	16	0	4	56	0	0	0	0	0	88	14,732	0	0	14,732	
005	Raw Water System and Distribution System Evaluation and Modification	24	0	32	0	4	24	160	0	0	0	0	244	36,352	100	15,100	52,962	
006	Water Treatment Plant Evaluation and Improvements	40	0	32	0	4	0	0	40	0	0	0	116	23,472	100	100	23,582	
007	Capital Improvement Program	60	0	32	0	4	0	0	0	16	0	0	112	22,060	0	0	22,060	
008	Plan Update Preparation	82	0	36	0	24	44	12	6	3	8	0	215	36,464	0	0	36,464	
GRAND TOTAL		320	12	196	35	50	172	172	46	19	14	14	1,036	181,010	500	15,500	17,050	198,060

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF AUGUST 14, 2012**

PREPARED BY: Ahmed Abu-Aly, Associate Civil Engineer, Capital Improvements Division *AA*
APPROVED BY: Ron Bernal, Director of Public Works/City Engineer *REB*
DATE: August 8, 2012
SUBJECT: Approve Amendment No. 3 to the Agreement for Professional Consultant Services with Mark Thomas and Company, Inc. for Construction Support Services for the Wilbur Avenue Overhead Widening Project (P.W. 259-B)

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute Amendment No. 3 to the Agreement for Professional Consultant Services with Mark Thomas and Company for the Wilbur Avenue Overhead Widening project.

BACKGROUND INFORMATION

The City of Antioch has received the funding allocations of the federal grant for the construction of the Wilbur Avenue Overhead Widening project. Mark Thomas and Company has completed the design plans and specifications for this project and the project is currently out for bid. The attached amendment to agreement and their proposal will provide design construction support services throughout the construction of the project.

FINANCIAL IMPACT

Amendment No. 3 to the agreement for Professional Consultant Services during construction will bring the total design contract with Mark Thomas and Company to \$1,304,733 and will be funded as follows: \$1,155,080 from federal grants and \$149,653 from Measure J funds. Funding for the construction, as well as, construction support for this project are included in the current CIP budget.

OPTIONS

None

ATTACHMENTS

- A: Amendment to Agreement
- B: Mark Thomas and Company, Inc.'s Proposal dated March 13, 2012

ATTACHMENT "A"

AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CONSTRUCTION OF THE WILBUR AVENUE OVERHEAD WIDENING PROJECT, (P.W. 259-B)

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL CONSULTANT SERVICES AGREEMENT is entered into this 15th day of August, 2012, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and MARK THOMAS AND COMPANY, INC., their address is 3000 Oak Road, Suite 650, Walnut Creek, CA 94597 ("Consultant").

RECITALS

WHEREAS, on February 10, 1998, CITY and MARK THOMAS AND COMPANY, INC. entered into an Agreement for Professional Consultant Services for Wilbur Avenue Overhead Widening Project ("Agreement"); and

WHEREAS, the parties have agreed to modify the compensation term of that Agreement;

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

1. **COMPENSATION.** Section 8 of the Agreement, "Consideration" is amended to include the following provision:

CITY shall increase the compensation for Mark Thomas and Company, Inc. for actual costs in the amount of \$123,000.00 bringing the total compensation to an amount not to exceed \$ 1,304,733.00.

2. **EXTENSION OF THE AGREEMENT.** Section 5 of the Agreement, "Term" is amended to include the following provision:

The term of this Agreement is still in full force and effect and the effective date shall be extended to June 30, 2014, unless earlier terminated in accordance with the term of this Agreement.

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

CITY OF ANTIOCH:

Mark Thomas and Company, Inc.

By: _____
Jim Jakel, City Manager

By: _____
Michael J. Lohman, President

APPROVED AS TO FORM:

By: _____
Lynn Tracy Nerland, City Attorney



MARK THOMAS & COMPANY

Providing Engineering, Surveying & Planning Services

ATTACHMENT B

March 13, 2012

81-98040-B (601)

OFFICES

Cupertino
Fresno
Irvine
Pleasanton
Sacramento
Salinas
San Carlos
San Jose
Walnut Creek

Mr. Ahmed Abu-Aly
City of Antioch
3rd and H Streets
Antioch, CA 94531-5007

RE: WILBUR AVENUE OVERHEAD WIDENING – DESIGN SUPPORT DURING CONSTRUCTION SCOPE OF WORK

Dear Mr. Abu-Aly:

Mark Thomas & Company, Inc. (MTCO) is pleased to present this anticipated scope of work to provide the City of Antioch (City) ongoing design support services during construction of the Wilbur Avenue Overhead Widening Project (Project.) MTCO will perform this scope of work on an on-call basis, responding to requests from the City and/or the authorized representatives as issues arise in construction. MTCO anticipates performing services related to the following activities as described below:

ATTEND MEETINGS/GENERAL SUPPORT

When requested by the City or authorized representatives, attend project meetings and respond to general telephone calls, electronic mail, or facsimile, and provide general (miscellaneous) project support. This task also covers general administrative work associated with coordination of subconsultants, progress reports, and maintenance of Project files.

RESPOND TO REQUESTS FOR INFORMATION (RFI'S)

When requested by the City or authorized representatives, respond to Contractor's Requests for Information (RFI's) and provide minor clarification of the Plans, Specifications, and Estimate (PS&E) documents for the Project.

PROJECT SITE VISITS

When requested by the City or authorized representatives, or with the approval of the City, make site visits to observe the progress of the construction, meet with City, or identify any work that does not conform to or is not following the intent of, the contract PS&E documents. Written jobsite reports are to be prepared and submitted to the City within three working days of the site visit if any conflicts or problems are identified during each jobsite visit. Any unsafe condition observed by MTCO that poses an immediate threat to human health or life must be reported immediately to the City or the City's representative. Under any circumstances, MTCO shall notify the City or authorized representative, when MTCO is present on the jobsite. MTCO's personnel and equipment shall be in compliance with all current City and Caltrans construction safety policies and procedures when visiting the jobsite.

REVIEW SHOP DRAWINGS/SUBMITTALS

When requested by the City or authorized representatives, review shop drawings and miscellaneous submittals from the Contractor for the Project. MTCO shall review or take other appropriate action upon Contractor's submittals, as requested by City or authorized representative, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. MTCO's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by MTCO, of construction means, methods, techniques, sequences or procedures. MTCO's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

PREPARE CONTRACT CHANGE ORDERS (CCO'S)

When requested by the City or authorized representatives, prepare construction Contract Change Order (CCO) documents consisting of Plans, Specifications, and Estimates (PS&E) to the level of detail as needed, or as directed, for each request. Since MTCO has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, MTCO does not guarantee the accuracy of any opinions or probable construction cost as compared to construction contractor's bids or the actual cost to the City.

SURVEY REVIEW

When requested by the City or authorized representatives, check construction staking, perform control checks, and provide information back to the City or authorized representatives. Checks may include field crew verification, office analysis, and site topographic surveys. This task does not include construction staking services.

EXCLUSIONS

Preparation of as-built record drawings is excluded from this contract.

Because the level of effort to provide ongoing construction support services cannot be anticipated ahead of time, MTCO and the other subconsultants working on the MTCO team will perform services related to this contract on a time and materials basis in an on-call fashion. MTCO estimates the budget for construction support to be **One Hundred Twenty-Three Thousand Dollars (\$123,000)** for this construction support effort. MTCO has developed the following breakdown of anticipated effort for each member of our design team. These preliminary budget amounts constitute only budgetary amounts, and the actual level of effort to be expended will depend upon the level of effort requested of each design team member by the City or authorized representative.

Mr. Ahmed Abu-Aly

Page 3

March 13, 2012

Should the level of effort exceed the anticipated budget, MTCO will seek authorization for additional funds beyond the amounts identified herein.

CONSULTANT	ANTICIPATED BUDGET
Design Support During Construction	
MTCO – Civil	\$40,000
MTCO – Structural	\$50,000
MTCO - Survey	\$18,000
Parikh Consultants	\$10,000
Geocon	\$5,000
Total	\$123,000

We look forward to working with the City of Antioch to successfully support the construction activities of the Project.

Sincerely,

MARK THOMAS & COMPANY, INC.



Sasha Dansky
Principal

Enclosures: Fee Schedule

EXHIBIT A

MARK THOMAS & COMPANY, INC.

CHARGE RATE SCHEDULE "M"
EFFECTIVE THROUGH JUNE, 2012

HOURLY CHARGE RATES

PROFESSIONAL AND OFFICE

Principal/Project Manager	\$290.00 per hour
Structural Manager	255.00 per hour
Engineering Manager III	215.00 per hour
Engineering Manager II	205.00 per hour
Engineering Manager I	178.00 per hour
Engineer X	170.00 per hour
Engineer IX	162.00 per hour
Engineer VIII	150.00 per hour
Engineer VII	145.00 per hour
Engineer VI	133.00 per hour
Engineer V	122.00 per hour
Engineer IV	108.00 per hour
Engineer III	100.00 per hour
Engineer II	90.00 per hour
Engineer I	84.00 per hour
Engineer Technician/Inspector IV	105.00 per hour
Engineer Technician/Inspector III	90.00 per hour
Engineer Technician/Inspector II	84.00 per hour
Engineer Technician/Inspector I	70.00 per hour
Engineer Technician Assistant	55.00 per hour
Land Surveyor II	150.00 per hour
Land Surveyor I	125.00 per hour
Project Surveyor II	120.00 per hour
Project Surveyor I	110.00 per hour
Survey Technician	85.00 per hour
Construction Inspector	98.00 per hour
Technical Writer	90.00 per hour
Clerical/Typist II	70.00 per hour
Clerical/Typist I	56.00 per hour
Messenger	42.00 per hour

ENVIRONMENTAL/PUBLIC RELATIONS SERVICES

Environmental Manager	\$146.00 per hour
PR/Communications Manager	132.00 per hour
Environmental Planner IV	124.00 per hour
Environmental Planner III	116.00 per hour
Environmental Planner II	100.00 per hour
Environmental Planner I	85.00 per hour

FIELD

Single Chief	\$ 96.14 per hour
Single Chainman	77.57 per hour
2 Person Field Party and Vehicle	215.00 per hour
3 Person Field Party and Vehicle	298.00 per hour

SPECIAL SERVICES

Expert Witness	\$350.00 per hour
Strategic Consulting (Principal)	\$350.00 per hour

OTHER DIRECT COSTS

Reimbursables including, but not limited to: Printing and Materials, Filing Fees, and Field Expenses	-Cost plus 5%
Outside Consultant Fees	-Cost plus 5%

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF AUGUST, 14, 2012**

PREPARED BY: Tim Coley, Acting Water Distribution Superintendent

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

DATE: August 1, 2012

SUBJECT: **Correction to Item K to:** Approve Amendment No. 3 to the Consultant Services Agreement for Monitoring Wells Closure Support with Nichols Consulting Engineers, Chtd., (P.W. 143-P, 514-4 and 516-A)

Replace the staff report listed as Item K with the attached staff report due to pages omitted from the Attachment.

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF AUGUST, 14, 2012**

PREPARED BY: Tim Coley, Acting Water Distribution Superintendent **TC**
APPROVED BY: Ron Bernal, Director of Public Works/City Engineer **REB**
DATE: August 1, 2012
SUBJECT: Approve Amendment No. 3 to the Consultant Services Agreement for Monitoring Wells Closure Support with Nichols Consulting Engineers, Chtd., (P.W. 143-P, 514-4 and 516-A)

RECOMMENDATION

It is recommended that Council approve Amendment No. 3 to the Consultant Services Agreement with Nichols Consulting Engineers, Chtd. for continued support with the closure of three underground storage tank sites and authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to increase the Water Enterprise Funding for this project by \$51,113.50.

BACKGROUND

Over the past two years, City Staff and Nichols Consulting Engineers, Chtd. (Nichols) have been engaged with the Regional Water Quality Control Board (RWQCB) in an effort to close three underground storage tank (UST) sites. These facilities include the "A" Street Extension site, located at the intersection of "A" and West Second Streets, the Corporation site, located at 1201 West Fourth Street and the Prospects Way site, located at the intersection of West Second and "J" Streets. Previous work has included monitoring the surrounding soil and water at each site for any possible contamination, reporting monitoring results to the RWQCB and following up with any additional recommendations provided by the RWQCB.

The City has received permission from the RWQCB to destruct the Prospects Way site. This work is currently being performed and once completed, the City will no longer need to conduct any monitoring of this site. Recently, the RWQCB has requested further testing at both the Corporation site and the "A" Street Extension site.

Nichols is a reputable firm, offering extensive experience with this type of work and has an established relationship with the RWQCB. Staff is recommending a third amendment to Nichols' Consultant Services Agreement to include continuing project management and support services for the monitoring well closure program over the next fiscal year at a cost not to exceed \$51,113.50.

FISCAL IMPACTS

The approval of this amendment will increase the total contract amount to \$144,458.50. The City has previously obtained cost reimbursement from the Petroleum Underground Storage Tank Cleanup Fund for this type of work. Staff will continue to pursue these funds as they are available with the balance of the project costs funded by the Water Fund.

OPTIONS

None

ATTACHMENTS

A: Amendment No. 3 to the Consultant Services Agreement

TC:lm

8-14-12

ATTACHMENT "A"

AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES is entered into this 15th day of August, 2012, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and NICHOLS CONSULTING ENGINEERS, CHTD. ("CONSULTANT").

RECITALS

WHEREAS, on November 15, 2010, CITY and CONSULTANT entered into an Agreement for Professional Consulting Services; and

WHEREAS, the parties have agreed to modify the services and compensation of that Agreement;

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

1. **SERVICES.** Section 1 of the Agreement, "Services" is amended to include the following provision:

The term of the contract is extended until June 30, 2013.

2. **COMPENSATION.** Section 2 of the Agreement, "Compensation" is amended to include the following provisions:

CITY hereby agrees to Pay Consultant an additional sum not to exceed **\$51,113.50** (Fifty-one thousand one hundred thirteen dollars and fifty cents), notwithstanding any contrary indications that may be contained in the Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the attached Exhibit "A".

All other terms and conditions of the Agreement dated November 15, 2010 shall remain in full force and effect.

CITY OF ANTIOCH

NICHOLS CONSULTING ENGINEERS, CHTD.

By: _____
Jim Jakel, City Manager

By: _____
Gregory L. Fasiano, Principal

APPROVED AS TO FORM:

By: _____
Lynn Tracy Nerland, City Attorney

EXHIBIT "A"



NICHOLS CONSULTING ENGINEERS, Chtd.
Engineering and Environmental Services

8795 Folsom Blvd., Suite 250 • Sacramento, CA 95826 • 916.388.5655 • FAX 916.388.5676

July 23, 2012
A212.18.35

Mr. Tim Coley
Water Treatment Supervisor
City of Antioch
P.O. Box 5007
Antioch, California 94531-5007

DRAFT
Change Order
Soil and Groundwater Investigation
City of Antioch's Corporation Yard
1201 West 4th Street
Antioch, California

Dear Mr. Coley:

INTRODUCTION

Nichols Consulting Engineers Chtd. (NCE) is pleased to present to the City of Antioch (herein referred to as the City) this change order to conduct an additional soil and groundwater investigation at the City's Corporation Yard (herein referred to as the Site) located at 1201 West 4th Street, Antioch, California. The purpose of the investigation is to collect additional soil samples and a groundwater sample in the vicinity of the former waste oil underground storage tank (UST) to further assess the potential release from the waste oil UST.

The additional soil and groundwater investigation was requested by Mr. Brian Taylor with the California Regional Water Quality Control Board (RWQCB) in a letter dated May 31, 2012. Data obtained from the investigation will be used to support a "No Further Action" determination for the Site.

SCOPE OF WORK

Task 1 – Prepare Work Plan

A Work Plan will be prepared and submitted to the RWQCB for review and approval prior to its proposed implementation schedule. The Work Plan will describe the planned field investigation efforts to collect the soil and groundwater data in the vicinity of the former waste oil UST. It will include details such as proposed sample locations, number of samples, analyte list for samples, and justification for the proposed work in sufficient detail to allow the RWQCB to evaluate the reasonableness of the proposed work and whether it will be performed in accordance with accepted practices.



Task 2 – Soil and Groundwater Investigation

The scope of work for the proposed field investigation performed by NCE will include the following:

- Obtaining a Contra Costa County Health Services drilling permit.
- Performing a utility locate at two proposed boring locations using a private utility location service and contacting Underground Service Alert (USA) North for utility location.
- Installing two borings using direct push drilling methods to approximately 8-feet below ground surface (bgs). The first boring will be installed in the vicinity of the former waste UST to assess the potential release from that UST. The second boring will be installed at an assumed background location. The purpose of the second boring is to collect soil samples that most likely represent naturally occurring background levels for metals so that an assessment of naturally occurring versus anthropogenic metal concentrations at the site can be made.
- Describing the soil conditions encountered during advancement of each boring in accordance with the Unified Soil Classification System (USCS), and field screening soil samples for evidence of contamination.
- Collecting discrete soil samples at depths of approximately 4-, 6- and 8-feet bgs from the first boring and submitting the samples for chemical analysis of the following:
 - Total petroleum hydrocarbons (TPH) (up to C35) using United States Environmental Protection Agency (EPA) Method 8015CC;
 - Volatile organic compounds (VOCs) including halogenated using EPA Method 8260B;
 - Polynuclear aromatic hydrocarbons (PAHs) using EPA Method 8270C-Selected Ion Monitoring (SIM);
 - Metals (i.e., barium, cadmium, chromium (total), lead, mercury, nickel and zinc) using EPA Method 6010B (7471A for Mercury); and
 - Polychlorinated biphenyls (PCBs) using EPA Method 8082.
- Collecting a grab groundwater sampling from the first boring and submitting the sample for chemical analysis of the following:
 - TPH (up to C35) using EPA Method 8015CC;
 - VOCs including halogenated using EPA Method 8260B;
 - PAHs using EPA Method 8270C-SIM;



- Dissolved metals (i.e., barium, cadmium, chromium (total), lead, mercury, nickel and zinc) using EPA Method 200.7 (7470A for Mercury); and
- PCBs using EPA Method 8082.

The sample collected for the dissolved metals analysis will be filtered using a 0.45 micron filter.

- Collecting discrete soil samples at depths of approximately 4-, 6-, and 8-feet bgs from the second boring and submitting these samples for the same metal analyses as those described above for the soil samples collected from the first boring.

Task 3 – Prepare Soil and Groundwater Investigation Report

At the conclusion of the soil and groundwater investigation, NCE will submit a Soil and Groundwater Investigation Report (Report) to the RWQCB. The report will document analytical results, field operations, deviations, if any, from the approved work plan, data inconsistencies, and other significant operational details. In addition, if the findings from the soil and groundwater investigation suggest that it was unlikely that a release from the waste oil UST occurred, a finding of “no further action” for the Site will be requested in the Report.

Preparation of the Report will include one preliminary draft and one final draft. The preliminary draft will be prepared and submitted to City personnel for review and comment. As appropriate, comments will be incorporated into the final draft prior to submittal to the RWQCB.

FEE AND SCHEDULE

NCE anticipates that the soil and groundwater investigation can be completed in one 8-hour day. Laboratory analyses will be completed on a standard turnaround time (TAT). NCE assumes water generated during the groundwater sampling activities can be released into the on-site sewer system.

NCE anticipates that three weeks will be required to complete the Report following receipt of laboratory results. Following receipt of comments from the City, each report can be completed within five days.

Provided below is a breakdown of the estimate costs to conduct the three tasks. A detail of the cost estimate by task is provided in the attachment.

Tasks		Corporation Yard
Task 1	Work Plan	\$2,184
Task 2	Soil and Groundwater Investigation	\$7,802
Task 3	Prepare Report	\$3,606.25
Total Estimated Costs for Tasks 1 through 4		\$13,592.25

Upon receipt of completed contractual documents we will proceed. We understand that the City will provide NCE with a Work Authorization and City Agreement as our formal

July 23, 2012
A212.18.35
Tim Coley
Page 4

DRAFT



authorization to proceed.

We appreciate the opportunity to present this proposal to the City. If this proposed change order is acceptable, if you have any questions, please do not hesitate to call.

Sincerely,
NICHOLS CONSULTING ENGINEERS, Chtd.

Brett A. Bardsley
Senior Geologist

Gregory L. Fasiano, PG, CEM
Principal

Enclosure
Cc:

CLIENT PRICE BREAKDOWN

ALL TASKS

Project Number: A212.18.35

Project Name:

City of Antioch Corporation Yard

TASK	Labor Hours	Labor \$	In-House Recoverables	ODCs	Subcontractor Cost	Travel	FEE	Total
Task 2 / 1 - Work Plan	20.00	2,080.00	104.00	0.00	0.00	0.00	0.00	2,184.00
Task 2 / 2 - Soil and Groundwater Investigation	24.00	2,500.00	205.00	2,107.00	2,990.00	0.00	0.00	7,802.00
Task 2 / 3 - Results Report	31.00	3,325.00	166.25	115.00	0.00	0.00	0.00	3,606.25
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1 - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	75.00	7,905.00	475.25	2,222.00	2,990.00	0.00	0.00	13,592.25



NICHOLS CONSULTING ENGINEERS, Chtd.
Engineering and Environmental Services

8795 Folsom Blvd., Suite 250 • Sacramento, CA 95826 • 916.388.5655 • FAX 916.388.5676

July 23, 2012
A212.18.35

Mr. Tim Coley
Water Treatment Supervisor
City of Antioch
P.O. Box 5007
Antioch, California 94531-5007

DRAFT
Change Order
Groundwater and Surface Water Monitoring
A Street Extension (RWQCB #: 070102)
A Street Extension
Antioch, California 94531

Dear Mr. Coley:

INTRODUCTION

Nichols Consulting Engineers Chtd. (NCE) is pleased to present to the City of Antioch (herein referred to as the City) this change order to conduct one year of quarterly groundwater and surface water monitoring at the A Street Extension site located at A Street, Antioch, California (herein referred to as the Site). The purpose of the additional monitoring is to further assess whether residual petroleum hydrocarbons (PHCs) from the Site are impacting the nearby San Joaquin River. The purpose for monitoring quarterly for one year is to provide data to account for seasonal fluctuations.

The additional monitoring was requested by Ms. Cori Condon with the California Regional Water Quality Control Board (RWQCB) in a letter dated March 23, 2012. On June 28, 2012, representatives with the City of Antioch (the City) and NCE met with Ms. Condon, Mr. Brian Newman, and Mr. Brian Taylor with the RWQCB to discuss the additional monitoring requested in that letter by Ms. Condon. During the meeting, the RWQCB explained their rationale for the additional monitoring requested and indicated they will continue their case closure evaluation of the Site upon submittal of the data obtained from the additional work.

SCOPE OF WORK

Task 1- Project Management and RWQCB Meeting

Activities under this task consist of the coordination of staff, and meetings and telephone conversations with RWQCB and other project personnel; and routine invoicing and budget tracking efforts for one year. This task also covers NCE's time and material costs to prepare for, schedule and conduct the June 28, 2012 meeting with the RWQCB.



Task 2 – Prepare Work Plan

A Work Plan for the additional sampling will be prepared and submitted to the RWQCB for review and approval prior to its proposed implementation schedule. This Work Plan will address the elements discussed during the June 28, 2012 meeting with the RWQCB including:

- Planned field investigation efforts to install an additional groundwater monitoring well between groundwater monitoring well MW-2 and the San Joaquin River to the north;
- Background groundwater sampling to establish naturally-occurring organic chemicals to support the use of silica gel cleanup in future sampling;
- Description of a modified groundwater sampling protocol to address the submerged well screens in existing monitoring wells, MW-1 through MW-3; and
- Estimate of petroleum mass removed from excavation conducted

Task 2 – Temporary Well Installation

Based on conversations with the RWQCB during the meeting on June 28, 2012, NCE proposes to install a temporary groundwater monitoring well between groundwater monitoring well MW-2 and the San Joaquin River to the north. It will be completed by advancing a borehole using hand tools to the desired depth (approximately 8-feet bgs) and then placing blank and slotted steel casing into the borehole. The screened casing used will be 4-feet long and 1-inch in diameter with 0.010-inch slots. The temporary well will be completed to the depth just below the water table. Well development will consist of surging and bailing. Development will continue until 10 well volumes have been removed. Groundwater generated during well development will be containerized in labeled 55-gallon drums at the City's Corporation yard, pending proper disposal.

Task 3 – Groundwater and Surface Water Monitoring

Groundwater Sampling Procedures

The quarterly groundwater monitoring events will consist of monitoring and sampling groundwater monitoring wells MW-1 through MW-3, as well as the newly installed temporary well noted in Task 2. To address the submerged well screens in existing monitoring wells MW-1 through MW-3, NCE proposes to use a bailer, or a submersible pump to purge three well volumes from each well. The goals for purging three well volumes from each of the existing three wells are (1) to remove stagnant water from the sampled interval, and (2) to bring water from the water-bearing zone into the screened interval.

Prior to purging, the depth to water will be measured in each of the wells, and the measurements will be recorded in the field notes and well sampling logs. The monitoring wells will be purged until three well volumes have been removed, or until the well is purged dry. Wells will be purged using either a bailer, or a submersible pump. When a well is purged via pumping, the pump rate will be monitored and set at a rate where, if possible, the



well will not be purged dry and at a rate that reduces visible turbidity. During purging, the following field parameters will be monitored: pH, electrical conductivity, dissolved oxygen (DO), and temperature. If the well is pumped dry (or bailed dry), this occurrence will be recorded and the well will be allowed to recover so that sufficient water is available for sample collection.

Surface Water Sampling Procedures

Grab surface water samples will also be collected quarterly from the San Joaquin River in conjunction with the groundwater sampling. One sample will be collected upstream of the Site. Another sample will be collected immediately north of the Site. And another sample will be collected downstream of the Site. Tide charts will be utilized and considered to determine appropriate sampling times.

The samples will be collected using either a peristaltic pump with new/clean tubing used at each location or a dip sampler (or equivalent). The pump rate will be set at approximately one gallon per minute (ggm) or less.

Wading in the river may cause the re-suspension of bottom deposits and bias the sample. To prevent bias, the samples will be collected while facing upstream if wading is necessary to collect the samples.

Prior to sample collection, the following field parameters will be measured: pH, electrical conductivity, temperature, DO, and turbidity. Field parameters will be measured using an in-line meter or by collecting purged water for surface measurements.

Samples will be collected at flow rates of approximately one gallon per minute (gpm) or less and may be adjusted to minimize sample disturbance. If an in-line water quality meter is used, it will be removed or bypassed before sampling. Samples will be pumped directly into sample containers provided by the analytical laboratory or poured into sample containers from a dip sampler.

Analytical Laboratory

Two samples will be collected from each sampling location (i.e., groundwater monitoring well and surface water) in laboratory-supplied containers, labeled and stored on ice until they are delivered to a state-of-California-certified analytical laboratory under chain-of-custody protocol. One of the samples will be analyzed for total petroleum hydrocarbons (TPH) as diesel (TPH-D) and TPH as motor oil (TPH-MO) using EPA Method 8015. The other sample will be analyzed for TPH-D and TPH-MO using 8015 with silica gel cleanup. The purpose of the silica gel cleanup is to provide additional information to help in the assessment of whether the TPH concentrations detected in the surface water samples are from petroleum products or from other non-petroleum organic matter.

Decontamination Procedures and Investigation Derived Wastes (IDW)

Sampling equipment will be decontaminated prior to use at each monitoring location. The decontamination procedures will include washing the equipment with Alconox™ (or equivalent) and rinsing in deionized or distilled water.



Disposable equipment will be disposed of following each use, not decontaminated. Investigation-derived wastes (IDW) (i.e., purge and decontamination water) generated during the purging activities will be containerized in labeled 55-gallon steel drums at the City's Corporation Yard, pending proper disposal.

Task 5 – Data Evaluation and Reporting

After each sampling round, a report will be prepared to present the findings and evaluate the results. The first report will also present a description of the scope of work and field activities conducted by NCE for the installation of the temporary monitoring well. In addition, after the final sampling round, if there were no temporal trend that would suggest a potential for future risk, a finding of "no further action" for the site will be requested in the final report.

Preparation of the Report will include one preliminary draft and one final draft. The preliminary draft will be prepared and submitted to City personnel for review and comment. As appropriate, comments will be incorporated into the final draft prior to submittal to the RWQCB.

FEE AND SCHEDULE

Based on the information noted above, NCE assumes the following:

- Temporary well installation activities can be completed in one 8-hour day.
- Each quarterly groundwater and surface water sampling event can be completed in one 10-hour day.
- Laboratory analyses will be completed on a standard turnaround time (TAT).
- Water generated during the groundwater sampling activities can be released into the on-site sewer system.
- Three weeks will be required to complete each quarterly report following receipt of laboratory results. Following receipt of comments from the City, each report can be completed within five days.

Provided below is a breakdown of the estimate costs to conduct the five tasks. A detail of the cost estimate by task is provided in the attachment.

Tasks		Corporation Yard
Task 1	Project Management and RWQCB Meeting	\$6,867
Task 2	Work Plan	\$3,692
Task 3	Temporary Well Installation	\$4,695.25
Task 4	Groundwater and Surface Water Sampling (4 Quarters)	\$11,580
Task 5	Data Evaluation and Reporting (4 Quarters)	\$10,687
Total Estimated Costs for Tasks 1 through 5		\$37,521.25

July 23, 2012
A212.18.35
Tim Coley
Page 5

DRAFT



Upon receipt of completed contractual documents we will proceed. We understand that the City will provide NCE with a Work Authorization and City Agreement as our formal authorization to proceed.

We appreciate the opportunity to present this proposal to the City. If you have any questions, please do not hesitate to call.

Sincerely,
NICHOLS CONSULTING ENGINEERS, Chtd.

Brett A. Bardsley
Senior Geologist

Gregory L. Fasiano, PG, CEM
Principal

Enclosure
Cc:

**CLIENT PRICE BREAKDOWN
ALL TASKS**

Project Number: A212.18.35

Project Name: _____

A Street Extension

TASK	Labor Hours	Labor \$	In-House Recoverables	ODCs	Subcontractor Cost	Travel	FEE	Total
Task 1 / - Project Management and RWQCB Meeting	56.00	6,540.00	327.00	0.00	0.00	0.00	0.00	6,867.00
Task 2 / - Prepare Work Plan	32.00	3,440.00	252.00	0.00	0.00	0.00	0.00	3,692.00
Task 3 / - Temporary Well Installation	16.00	1,760.00	168.00	611.00	2,156.25	0.00	0.00	4,695.25
Task 4 / - Groundwater and Surface Water Monitoring	60.00	6,660.00	653.00	4,267.00	0.00	0.00	0.00	11,580.00
Task 5 / - Data Evaluation and Reporting	88.00	9,740.00	487.00	460.00	0.00	0.00	0.00	10,687.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task / - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1 - 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	252.00	28,140.00	1,887.00	5,338.00	2,156.25	0.00	0.00	37,521.25

**REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF AUGUST 14, 2012**

PREPARED BY: Lynn Tracy Nerland, City Attorney



DATE: August 14, 2012

SUBJECT: League of California Cities Annual Conference

ACTION:

That the City Council takes the following two actions regarding the League of California Cities Annual Conference on September 5-7, 2012 in San Diego:

1. Designates the voting delegate at the League Conference as the first City Council Member who confirms attendance at the Conference with the City Manager's Office; and
2. Approves overnight travel to the League's Annual Conference for City Council Members who confirm attendance with the City Manager's Office, with such travel reimbursement to be consistent with the Council's Travel and Expense Policy.

BACKGROUND

The League of California Cities will be hosting the 2012 Annual Conference on September 5 -7, 2012 in San Diego. The League has requested the City Council designate a voting representative who will be registered at the conference.

At this time, no Council Member is registered for the Conference and there is no Council meeting scheduled before the Conference. Therefore, the recommended action is for the City Council to approve overnight travel for any Council Members who choose to attend the Conference and to designate as a voting delegate the first Council Member who confirms with the City Manager's Office that he or she will be attending the League Conference. If other Council Members later decide to attend the Conference, they can be shown as alternate voting delegates.



8-14-12

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF AUGUST 14, 2012**

FROM: Denise Haskett, Human Resources Department

DATE: August 7, 2012

**SUBJECT: ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT
BEWTEEN THE CITY AND THE CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM (PERS) FOR LOCAL SAFETY MEMBERS**

RECOMMENDATION

It is recommended that the City Council adopt the attached ordinance authorizing an amendment to the contract between the City and the California Public Employees' Retirement System (PERS) for local safety members.

BACKGROUND

The attached ordinance was introduced to City Council on July 24, 2012.

As part of an agreement reached between the City and the Antioch Police Officers' Association (APOA – Sworn), both parties have agreed to amend the contract with PERS to provide Section 21363.1 (3% @ 55 Full Formula) and Section 20037 (Three-Year Final Compensation). This amendment will apply to all local safety members entering into membership after the effective date of the amendment to contract.

FINANCIAL IMPACT

There will be no immediate employer contribution rate impact from this amendment. Decreases in the employer rate will occur as employees are hired into the Second Tier (3% @ 55 Full Formula).

OPTIONS

No options are presented because this action is consistent with already approved Letter of Understanding with Antioch Police Officers' Association (Sworn).

ATTACHMENT

Ordinance

08/14/12

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY
COUNCIL OF THE CITY OF ANTIOCH AND THE BOARD OF ADMINISTRATION
OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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

Section 1. That an amendment to the contract between the City Council of the City of Antioch and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said contract being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

**To provide Section 20475 (Different Level of Benefits),
Section 21363.1 (3% @ 55 Full Formula) and Section 20037
(Three-Year Final Compensation) are applicable to local
safety members entering membership for the first time in
the safety classification after the effective date of this
amendment to contract.**

Section 2. The Mayor of the City of Antioch is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3. This ordinance shall take effect thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage therefore shall be published at least once in the Contra Costa Times, a newspaper of general circulation, published and circulated in the County of Contra Costa and thenceforth and thereafter the same shall be in full force and effect.

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 24th day of July 2012, and passed and adopted at a regular meeting thereof, held on the 14th day of August, 2012.

MAYOR OF THE CITY OF ANTIOCH

AYES:


NOES:

ABSENT:

Attest:

CITY CLERK OF THE CITY OF ANTIOCH

STAFF REPORT TO THE CITY COUNCIL AND CITY AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION AT THE COUNCIL MEETING OF AUGUST 14, 2012

FROM: Lynn Tracy Nerland, City Attorney 
DATE: August 7, 2012
SUBJECT: **Conflict of Interest Code for the City of Antioch and City as Successor Agency to the Antioch Development Agency**

RECOMMENDATIONS:

1. Approve the attached resolution adopting the updated Conflict of Interest Code for the City; and
2. Approve the attached resolution adopting the Conflict of Interest Code for the City as Successor Agency to the Antioch Development Agency

BACKGROUND:

Pursuant to the Political Reform Act (Cal. Gov't Code sections 87100 *et seq.*), a Conflict of Interest Code designates positions within that agency that make, or participate in making, governmental decisions that may have a material effect on the financial interest of the person holding such position (Appendix B). A Conflict of Interest Code also sets out disclosure categories, which list the specific types of financial interests that must be disclosed annually by the designated official or employee (Appendix A).

City

To comply with the Political Reform Act, the City is required to review its Conflict of Interest Code every two years to determine if amendments are necessary to include new positions, delete abolished positions, revise job titles or revise disclosure categories. Positions that still exist, even if currently vacant or frozen, must still be shown. Appendix B to Attachment A shows proposed revisions to designated positions to conform to the City's current organization chart in redline format (the final document will not have the redlines). It is also recommended that the Parks and Recreation Commission file Statements of Economic Interest given the tasks that this Commission undertakes and the possibility of conflicts with a Commissioner's financial interests, such as real property interests.

City as Successor Agency to the Antioch Development Agency

In addition, now that AB 1484 makes Successor Agencies separate legal entities subject to the Political Reform Act and given guidance from the Fair Political Practices Commission, the City as Successor Agency to the Antioch Development Agency is now required to adopt its own Conflict

of Interest Code. The list of designated officials and employees follows the template from the Antioch Development Agency's prior Conflict of Interest Code.

FINANCIAL IMPACTS:

No direct financial impacts to the City or City as Successor Agency are anticipated of the recommended action.

OPTIONS:

State law requires the City to review and update its Conflict of Interest Code. Thus, the only other option would be to provide direction on other revisions to the Conflict of Interest Code.

Likewise, with the determination that Successor Agencies are separate legal entities subject to the Political Reform Act, the Successor Agency should adopt a Conflict of Interest Code.

ATTACHMENTS:

- A. Proposed Resolution for the City
 - Exhibit 1 -- Updated Conflict of Interest Code for the City
 - A. Appendix A – Disclosure categories
 - B. Appendix B - Designated Officials and Employees

- B. Proposed Resolution for the City as Successor Agency
 - Exhibit 1 -- Conflict of Interest Code for the City as Successor Agency
 - A. Appendix A – Disclosure categories
 - B. Appendix B - Designated Officials and Employees

SA RESOLUTION NO. 2012/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, given the State-mandated dissolution of the Antioch Development Agency February 1, 2012 pursuant to Assembly Bill 1x 26 adopted in June 2011, the City of Antioch decided to become the Successor Agency to the Antioch Development Agency; and

WHEREAS, pursuant to Assembly Bill 1484, adopted in June 2012, the City as Successor Agency to the Antioch Development Agency was deemed a separate legal entity; and

WHEREAS, pursuant to the Political Reform Act (Cal. Gov't Code sections 87100 *et seq.*), the City as Successor Agency to the Antioch Development Agency is required to adopt a Conflict of Interest Code;

NOW THEREFORE BE IT RESOLVED THAT the City Council adopts the City of Antioch as Successor Agency to the Antioch Development Agency Conflict of Interest Code attached as Exhibit 1, including Appendices A (Disclosure Categories) and B (Designated Officials and Employees) (incorporated by reference).

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the ____ day of August 2012, by the following vote:

AYES: Council Members

NOES:

ABSENT:

**DENISE SKAGGS
CITY CLERK OF THE CITY OF ANTIOCH**

**CONFLICT OF INTEREST CODE
FOR THE
CITY OF ANTIOCH AS SUCCESSOR AGENCY
TO THE ANTIOCH DEVELOPMENT AGENCY**

The Political Reform Act (Government Code §§81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Practices Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of Antioch as Successor Agency to the Antioch Development Agency.

Designated employees shall file their statements with the City Clerk who will make the statements available for public inspection and reproduction. (Gov. Code §81008). Statements for all designated employees will be retained by the City Clerk.

APPENDIX "A"

DISCLOSURE CATEGORIES

Disclosure Category

1 All Interests in Real Property.

This includes any leasehold, beneficial or ownership interest, or an option to acquire such an interest, in real property located within the City of Antioch, or within two miles of the city limits or of and land owned or used by the City. This includes interests owned directly, indirectly or beneficially by the designated employee, or other filer, or his or her immediate family if the fair market value of the interest is \$2,000.00 or more. Interests in real property of an individual includes a pro rate share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly or indirectly or beneficially, a 10% interest or greater. It is not required to disclose a residence which was used exclusively by the filer as his or her personal residence, unless it is also a place of business, or interests acquired by a blind trust pursuant to FPPC Regulation 18235.

2 All Investments not Held by Business Entity or Trust.

This includes any financial interest in any business entity located in or doing business within the City in which the filer or the filer's immediate family had a direct, indirect or beneficial interest aggregating \$2,000.00 or more during the reporting period. A business entity is located in or doing business in the jurisdiction if it, a parent or subsidiary, or a related business entity manufactures, distributes, sells or purchases products or services on a regular basis in the jurisdiction; or plans to do business in the jurisdiction; or has done business in the jurisdiction within the previous two years; or has an interest in real property in the jurisdiction; or has an office in the jurisdiction.

This does not include bank accounts, savings accounts and money market accounts; insurance policies; shares in a credit union; government bonds; diversified mutual funds registered with the Securities and Exchange Commission; common fund trust fund created under Financial Code ' 1564; individual retirement accounts invested in non-reportable interests such as insurance policies, diversified mutual funds or government bonds.

3 Investments Held by a Business Entity or Trust.

This includes investments held by a business entity if the filer's pro rate share of the investment is \$2,000.00 or more and the investment is in a business entity located in, or doing business in, the jurisdiction.

4 Income (other than loans, gifts and honoraria).

This includes gross income and the filer's community property interest in spouse's gross income. Gross income is the total amount of income before deducting expenses, losses or taxes. Income aggregating \$500.00 or more received from any source located in or doing business in the jurisdiction must be disclosed, as defined in the real property disclosure category.

It is not required to report salary or reimbursements for expenses and per diem from a federal, state or local government agency; or reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization; or campaign contributions; or a devise or inheritance; or dividends, interest or other return on a security which is registered with the Securities and Exchange Commission; or payments from an insurance company; or interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union, an insurance policy or bond or other debt issued by a government agency; or income of dependent children; or alimony or child support payments; or payments received under a defined benefit pension plan.

5 Income (loans, gifts and honoraria).

This includes loans received by the filer or the filer's spouse aggregating \$500.00 or more from a single source which is located in or doing business in the jurisdiction, as defined for real property disclosures. This also includes gifts with an aggregate value of \$50.00 or more received during the reporting period from a single source. All gifts are reportable without regard to where the donor is located. Any number of gifts from one person, the value of which adds up to \$50.00 or more during the reporting period must be disclosed. This also includes honoraria, such as payment for making a speech, publishing an article, or attending an event. Payments aggregating \$50.00 or more during the reporting period must be disclosed. All of these forms of income are subject to the exceptions and exemptions provided by the Fair Political Practices Act and its regulations.

APPENDIX "B" DESIGNATED OFFICIALS AND EMPLOYEES

The following officials and employees hold positions requiring disclosure of financial interests pursuant to California Government Code Section 87200 and shall file a Form 700:

City Treasurer

~~Members of the Investment Subcommittee~~

Finance Director/~~Finance Officer~~

The following officials, employees and consultants are in the following disclosure categories:

~~Agency Board~~ Members of City Council as Successor Agency to the Antioch Development Agency 1, 2, 3, 4, 5

Office of the City Attorney/~~Agency General Counsel~~

City Attorney 1, 2, 3, 4, 5

Assistant/Deputy City Attorney 1, 2, 3, 4, 5

City Clerk's Office/Secretary

City Clerk 1, 2, 3, 4, 5

Deputy City Clerk 1, 2, 3, 4, 5

Office of the City Manager/~~Executive Director~~

City Manager 1, 2, 3, 4, 5

Assistant City Manager 1, 2, 3, 4, 5

~~Assistant to City Manager~~ ~~1, 2, 3, 4, 5~~

Administrative Analyst 1, 2, 3, 4, 5

Economic Development Department

Economic Development Director 1, 2, 3, 4, 5

Community Development Department

Community Development Director 1, 2, 3, 4, 5

Deputy Director of Community Development 1, 2, 3, 4, 5

Finance Department

Finance Director/~~Finance Officer~~ 1, 2, 3, 4, 5

Assistant Finance Director 1, 2, 3, 4, 5

** Consultants shall be designated on a case-by-case basis, depending upon the nature of their services. The city manager may determine, in writing, that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in*

| *scope and thus is not required to fully comply with the disclosure requirements in the City's Conflict of Interest Code. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The city manager's determination shall be a public record and shall be retained for public inspection in the same manner and location as this chapter.*

RESOLUTION NO. 2012/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING AN UPDATED CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the Political Reform Act (Cal. Gov't Code sections 87100 *et seq.*), the City is required by October 1 of each even-numbered year to review and update its Conflict of Interest Code as necessary; and

WHEREAS, Appendix "B" of said Code is proposed to be updated by deleting positions that are no longer in existence and moving existing positions to other departments, as well as including the Parks and Recreation Commission in the Code;

NOW THEREFORE BE IT RESOLVED THAT the City Council adopts the updated City of Antioch Conflict of Interest Code attached as Exhibit 1, including Appendices A (Disclosure Categories) and B (Designated Officials and Employees) (incorporated by reference).

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the ____ day of August 2012, by the following vote:

AYES: Council Members

NOES:

ABSENT:

**DENISE SKAGGS
CITY CLERK OF THE CITY OF ANTIOCH**

CONFLICT OF INTEREST CODE FOR THE CITY OF ANTIOCH

The Political Reform Act (Government Code §§81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Practices Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of Antioch.

Designated employees shall file their statements with the City Clerk who will make the statements available for public inspection and reproduction. (Gov. Code §81008). Statements for all designated employees will be retained by the City Clerk.

APPENDIX "A"

DISCLOSURE CATEGORIES

Disclosure Category

1 All Interests in Real Property.

This includes any leasehold, beneficial or ownership interest, or an option to acquire such an interest, in real property located within the City of Antioch, or within two miles of the city limits or of and land owned or used by the City. This includes interests owned directly, indirectly or beneficially by the designated employee, or other filer, or his or her immediate family if the fair market value of the interest is \$2,000.00 or more. Interests in real property of an individual includes a pro rate share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly or indirectly or beneficially, a 10% interest or greater. It is not required to disclose a residence which was used exclusively by the filer as his or her personal residence, unless it is also a place of business, or interests acquired by a blind trust pursuant to FPPC Regulation 18235.

2 All Investments not Held by Business Entity or Trust.

This includes any financial interest in any business entity located in or doing business within the City in which the filer or the filer's immediate family had a direct, indirect or beneficial interest aggregating \$2,000.00 or more during the reporting period. A business entity is located in or doing business in the jurisdiction if it, a parent or subsidiary, or a related business entity manufactures, distributes, sells or purchases products or services on a regular basis in the jurisdiction; or plans to do business in the jurisdiction; or has done business in the jurisdiction within the previous two years; or has an interest in real property in the jurisdiction; or has an office in the jurisdiction.

This does not include bank accounts, savings accounts and money market accounts; insurance policies; shares in a credit union; government bonds; diversified mutual funds registered with the Securities and Exchange Commission; common fund trust fund created under Financial Code ' 1564; individual retirement accounts invested in non-reportable interests such as insurance policies, diversified mutual funds or government bonds.

3 Investments Held by a Business Entity or Trust.

This includes investments held by a business entity if the filer's pro rate share of the investment is \$2,000.00 or more and the investment is in a business entity located in, or doing business in, the jurisdiction.

4 Income (other than loans, gifts and honoraria).

This includes gross income and the filer's community property interest in spouse's gross income. Gross income is the total amount of income before deducting expenses, losses or taxes. Income aggregating \$500.00 or more received from any source located in or doing business in the jurisdiction must be disclosed, as defined in the real property disclosure category.

It is not required to report salary or reimbursements for expenses and per diem from a federal, state or local government agency; or reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization; or campaign contributions; or a devise or inheritance; or dividends, interest or other return on a security which is registered with the Securities and Exchange Commission; or payments from an insurance company; or interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union, an insurance policy or bond or other debt issued by a government agency; or income of dependent children; or alimony or child support payments; or payments received under a defined benefit pension plan.

5 Income (loans, gifts and honoraria).

This includes loans received by the filer or the filer's spouse aggregating \$500.00 or more from a single source which is located in or doing business in the jurisdiction, as defined for real property disclosures. This also includes gifts with an aggregate value of \$50.00 or more received during the reporting period from a single source. All gifts are reportable without regard to where the donor is located. Any number of gifts from one person, the value of which adds up to \$50.00 or more during the reporting period must be disclosed. This also includes honoraria, such as payment for making a speech, publishing an article, or attending an event. Payments aggregating \$50.00 or more during the reporting period must be disclosed. All of these forms of income are subject to the exceptions and exemptions provided by the Fair Political Practices Act and its regulations.

APPENDIX "B" DESIGNATED OFFICIALS AND EMPLOYEES

The following officials and employees hold positions requiring disclosure of financial interests pursuant to California Government Code Section 87200 and shall file a Form 700:

Mayor and City Council Members
 Planning Commissioners
 City Treasurer
~~Members of the Investment Subcommittee~~
 City Manager
 City Attorney
 Finance Director

The following officials, employees and consultants are in the following disclosure categories:

<u>Position</u>	<u>Category</u>
Board of Administrative Appeals	1, 2, 3, 4, 5
Building Board of Appeals	1, 2, 3, 4, 5
Economic Development Commissioners	1, 2, 3, 4, 5
Parks and Recreation Commissioners	1, 2, 3, 4, 5

City Attorney's Office

City Attorney	1, 2, 3, 4, 5
Assistant/Deputy City Attorney	1, 2, 3, 4, 5

City Clerk's Office

City Clerk	1, 2, 3, 4, 5
Deputy City Clerk.....	1, 2, 3, 4, 5

City Manager's Office

City Manager	1, 2, 3, 4, 5
Assistant City Manager.....	1, 2, 3, 4, 5
Project Manager	1, 2, 3, 4, 5
Assistant to City Manager.....	1, 2, 3, 4, 5
Administrative Analyst	1, 2, 3, 4, 5

~~Capital Improvements Department~~

Capital Improvements Director	1, 2, 3, 4, 5
Engineer, Associate Civil.....	1, 2, 3, 4, 5

Community Development and Recreation Department

Community Development Director 1, 2, 3, 4, 5

Deputy Director of Community Development 1, 2, 3, 4, 5

Planners -- Assistant, Associate and Senior 1, 2, 3, 4, 5

Chief Building Official 1, 2, 3, 4, 5

Building Inspector 1, 2, 3, 4, 5

Code Enforcement Manager 1, 2, 3, 4, 5

Code Enforcement Coordinator 1, 2, 3, 4, 5

Code Enforcement Inspector 2, 3, 4, 5

Administrative Analyst 1, 2, 3, 4, 5

~~Deputy Director of Leisure Services 1, 2, 3, 4, 5~~

Economic Development Department

Economic Development Director 1, 2, 3, 4, 5

Deputy Director of Community Development/Long Range Planning 1, 2, 3, 4, 5

Finance Department

Finance Director 1, 2, 3, 4, 5

Assistant Finance Director 1, 2, 3, 4, 5

Finance Services Supervisor 1, 2, 3, 4, 5

Buyer II 1, 2, 3, 4, 5

Human Resources Department

Human Resources Director 1, 2, 3, 4, 5

Administrative Analyst 1, 2, 3, 4, 5

Information Systems Department

Director of Information Systems 1, 2, 3, 4, 5

Information Systems Project Manager 1, 2, 3, 4, 5

Police Department

Chief of Police 1, 2, 3, 4, 5

Police Captain 1, 2, 3, 4, 5

Police Lieutenant 1, 2, 3, 4, 5

Public Works Department

Public Works Director/ <u>City Engineer</u>	1, 2, 3, 4, 5
Harbormaster <u>Deputy Director of Public Works</u>	<u>1, 2, 3, 4, 5</u>
<u>Capital Improvement Director</u>	<u>1, 2, 3, 4, 5</u>
Parks Maintenance Superintendent	1, 2, 3, 4, 5
Street Maintenance Superintendent	1, 2, 3, 4, 5
Water Treatment Plant Superintendent.....	1, 2, 3, 4, 5
Collection Systems Superintendent.....	1, 2, 3, 4, 5
Distribution Systems Superintendent.....	1, 2, 3, 4, 5
City Engineer	1, 2, 3, 4, 5
Assistant City Engineer.....	1, 2, 3, 4, 5
Engineers –Assistant, Associate, Senior.....	1, 2, 3, 4, 5
Senior Public Works Inspector	1, 2, 3, 4, 5
Public Works Inspector.....	1, 2, 3, 4, 5
Administrative Analyst	1, 2, 3, 4, 5

** Consultants shall be designated on a case-by-case basis, depending upon the nature of their services. The city manager may determine, in writing, that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in the City’s Conflict of Interest Code. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The city manager’s determination shall be a public record and shall be retained for public inspection in the same manner and location as this chapter.*

STAFF REPORT TO THE CITY OF ANTIOCH AS SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION AT THE MEETING OF AUGUST 14, 2012

Prepared By: Dawn Merchant, Finance Director
Date: August 9, 2012
Subject: Recognized Obligation Payment Schedule for the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency

RECOMMENDATION

Staff recommends that the City as Successor Agency and Housing Successor to the Antioch Development Agency adopt the resolution approving the Recognized Obligation Payment Schedule for the period of January 2013 through June 2013.

DISCUSSION

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

A ROPS for the period of January 2013 through June 2013 is required to be submitted to the Department of Finance (DOF) by September 4, 2012. A draft ROPS for this period is attached (Attachment A). The ROPS will be used by the County Auditor-Controller to allocate property tax increment to the City as Successor Agency to pay the obligations listed on the ROPS due for the six month period. The ROPS is subject to certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS document (Attachment A), detailing the continuing obligations of the former Antioch Development Agency with payments from January through June 2013. The DOF prescribed a new format for the ROPS that is different from the prior versions approved by the City. The new format is segregated into five pages, with the first page detailing contact information for the Successor Agency. The second page

provides summary totals; the third page details all obligations of the City as Successor Agency and Housing Successor to be reimbursed either from the Redevelopment Property Tax Trust Fund established at the County level or the former low and moderate income housing fund of the Antioch Development Agency; the fourth page provides notes to the obligations listed that the City wants to provide further clarification for; and the fifth page provides a reconciliation of estimated to actual expenditures for the approved January through June 2012 ROPS. As pass-throughs will be paid directly by Contra Costa County going forward, this schedule has been removed by the DOF and the amounts are no longer required to be reported.

Housing Deficit Fund and Marina Subsidy

As previously reported to Council, on May 11th the City as Successor Agency received a letter from the DOF stating that the Housing Fund Deficit and Marina Subsidy obligations listed on the prior ROPS (and adopted Enforceable Obligations Schedule) were not enforceable obligations. Staff removed the Housing Fund Deficit, but we are continuing to reserve our right to appeal the rejection of the Marina Subsidy and therefore have added a note regarding the Marina Subsidy on the "Notes" page of the attached ROPS regarding the position of the City as Successor Agency.

Balloon Payment Reserve for 2002 Lease Revenue Bonds

A new line item has been added to set aside reserves for future debt service on the 2002 Lease Revenue Bonds. A \$10,516,463 "balloon" debt service payment is due in 2032 for the final maturity. We do not believe sufficient tax increment will be made available to the City as Successor Agency to make this debt service payment and therefore are requesting to set aside a pro-rated amount of the debt service bi-annually each year for the next nineteen years to collect sufficient funds. This money will be set aside with the fiscal agent for the bonds to be used for future debt service, including future bond calls that may be allowed that will help reduce the final maturity payment. The addition of this reserve does not change the overall total of the enforceable obligations; it only increases the annual amount due.

Administrative Allowance

The administrative allowance amount due during fiscal year 2012-13 has been reduced to \$250,000 (from \$577,497 reported on the ROPS for July through December 2012) in accordance with California Health and Safety Code section 34171(b) which states that successor agencies administrative cost allowance from 2012-13 forward shall be 3% of the property tax allocated to the successor agency, but not less than \$250,000. The prior estimate reported was calculated based on the redevelopment agency's adopted fiscal year 2012 budget and any anticipated costs we had for winding down the agency until all obligations were

paid – and at that time, we did not have an estimate on how much property tax would be allocated to the City as Successor Agency. Based on the allocation amounts we have since received from the County, the City as Successor Agency should receive \$250,000 each year for administration which will now be reflected on the ROPS going forward.

Unobligated Balance Review

A line item has been added for a review of available, unobligated cash balances required under AB1484 to be completed by a licensed accountant. Please see a discussion of this item under the Assembly Bill 1484 Update section.

We are recommending Council, acting as Successor Agency, approve the ROPS. The ROPS will then be taken to the Oversight Board at the meeting on August 20th for approval before it is submitted to the DOF.

ASSEMBLY BILL 1484 (AB1484) UPDATE

On June 27, 2012, the Legislature passed AB1484 to make technical and substantive amendments to the Dissolution Act. This bill became effective upon signature by the Governor and it has imposed significant modifications to ABx126 on successor agencies. Of particular impact was a July 9th deadline imposed on County Auditor-Controller's to notify successor agencies monies owed back to taxing entities from December 2011 property tax payments made to redevelopment agencies before dissolution. While the City initially believed no money would be due since a payment for pass-throughs had been made to the County in May, a demand was received on July 9th to pay \$2,361,757.18 to the County by July 12th. The demand did not represent payment for annual pass-throughs, but was in fact to "take back" monies received in December 2011 by the Agency in excess of reported approved enforceable obligations to be paid for the period of January 2012 through June 2012. The City as Successor Agency complied with the demand and met the deadline. The DOF is currently reviewing all demands made to agencies to ensure the amounts were calculated correctly. Staff will update Council with any notification received regarding the review.

Also under AB 1484, by August 1st, housing successors were required to submit to the DOF a list of housing assets in a format as prescribed by the DOF. The purpose of this list is to provide verification to the State of housing assets transferred to the Housing Successor. Housing assets are defined as:

- Real property assets
- Encumbered funds
- Loan or grant receivables
- Rents and payments from operations

- Rent and payments from operations used to maintain affordability related enforceable obligations
- Amounts owed to the Low and Moderate Income Housing Fund
- Mixed use assets
- Housing bond proceeds

The Housing Asset form prepared and submitted to the DOF by the City as Housing Successor to the Antioch Development Agency is provided as Attachment B. The DOF has thirty days to review this list and object to any item. Any asset determined not to be a housing asset is to be returned to the City as Successor Agency and is subject to clawback by the State Controller's Office if not returned. We believe all items listed on the attached form meet the criteria as housing assets.

By October 1st, housing successors are required to have a review of low and moderate income housing funds completed and submitted to the Oversight Board, County Auditor-Controller, State Controller and DOF. A review of all other funds of former redevelopment agencies is due by December 15th. The reviews must be done by a licensed accountant approved by the County Auditor-Controller. The City has obtained a proposal to complete the reviews from our current auditing firm, Badawi & Associates CPA's for \$12,000. Although AB1484 does not specify the funding source for the cost of the review, we have added it as a new enforceable obligation on the attached ROPS to reimburse Successor Agency reserves currently maintained for the estimated cost that will be paid as the funding from the Redevelopment Property Tax Trust Fund for the July 2012 through December 2012 period has already been allocated and it did not include the cost of this review. A request for approval for the use of Badawi & Associates has been submitted to the County and approved. Staff is working with the firm to schedule the review.

There are many more provisions and timelines included in AB1484, but those detailed above are the most pertinent as of now. We will continue to update Council as we approach other milestones as required.

ATTACHMENTS

- A.** Resolution Approving the Revised Recognized Obligation Payment Schedule for the Period of January 2013 through June 2013
- B.** Housing Asset Form

SA RESOLUTION NO. 2012/

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AS THE SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (“ROPS”) FOR THE SUCCESSOR AGENCY AND HOUSING SUCCESSOR FOR THE PERIOD OF JANUARY 2013 THROUGH JUNE 2013

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

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

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

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

Whereas, Health and Safety Code section 34179(h) provides that the State Department of Finance has the authority to review all Oversight Board actions of Successor Agencies and as such has conducted a review of the Recognized Obligation Payment Schedules approved by the Oversight Board of the Successor Agency to the Antioch Development Agency on April 30, 2012 by Resolution No. 2012-03; and

Whereas, the State Department of Finance has deemed certain obligations listed on the Recognized Obligation Payment Schedules as not enforceable; and

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Antioch as the Successor Agency and Housing Successor to the Antioch Development Agency hereby approves the attached Revised Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency and Housing Successor for the period of January 2013 through June 2013, which notes that the City as Successor Agency is

reserving its right to appeal DOF determination that the Marina Subsidy is not an enforceable obligation.

* * * * *

The foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the ____ day of _____, 2012 by the following vote:

AYES:
NOES:
ABSENT:

DENISE SKAGGS, CITY CLERK

Successor Agency Contact Information

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

Primary Contact Name: Dawn Merchant, Finance Director P.O.
Primary Contact Title: Box 5007, Antioch, CA 94531-5007
Address
Contact Phone Number: (925) 779-6135
Contact E-Mail Address: dmerchant@ci.antioch.ca.us

Secondary Contact Name: Lynn Tracy Nerland
Secondary Contact Title: City Attorney
Secondary Contact Phone Number: (925) 779-7015
Secondary Contact E-Mail Address: lnerland@ci.antioch.ca.us

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency:

City of Antioch

	Total Outstanding Debt or Obligation
Outstanding Debt or Obligation	\$ 69,649,709
Current Period Outstanding Debt or Obligation	Six-Month Total
A Available Revenues Other Than Anticipated RPTTF Funding	19658
B Enforceable Obligations Funded with RPTTF	1098698
C Administrative Allowance Funded with RPTTF	125000
D Total RPTTF Funded (B + C = D)	1223698
Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>Should be same amount as ROPS form six-month total</i>	\$ 1,243,356
E Enter Total Six-Month Anticipated RPTTF Funding	1,223,698
F Variance (D - E = F) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>	\$ -
Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))	
G Enter Estimated Obligations Funded by RPTTF <i>(Should be the same amount as RPTTF approved by Finance, including admin allowance)</i>	1056592
H Enter Actual Obligations Paid with RPTTF	873226
I Enter Actual Administrative Expenses Paid with RPTTF	183366
J Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	0
K Adjustment to RPTTF	\$ 1,223,698.00

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

Brian Kalinowski

Chair

Name

Title

Signature

Date

Name of Successor Agency:

City of Antioch

County:

Contra Costa

Oversight Board Approval Date: _____

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)
January 1, 2013 through June 30, 2013**

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-13	Funding Source						
									LMIHF	Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	Six-Month Total
Grand Total							\$ 69,649,709	\$ 4,383,988	\$ 19,658	\$ -	\$ -	\$ 125,000	\$ 1,098,698	\$ -	\$ 1,243,356
1	2000 Tax Allocation Bonds	11/1/2000	9/1/2017	Bank of New York	Bond issue to fund non-housing projects	Area 1	8,445,627.00	1,401,854.00					153,354.00		153,354
2	2009 Tax Allocation Bonds	8/1/2009	9/1/2027	Bank of New York	Bond issue to fund non-housing projects	Area 1	2,311,231.00	144,730.00					23,326.00		23,326
3	1994 Tax Allocation Bonds	7/1/1994	1/1/2014	Bank of New York	Bond issue to fund non-housing projects	Area 2	509,875.00	244,938.00					8,550.00		8,550
4	2002 Lease Revenue Bonds	3/1/2002	1/1/2032	Bank of New York	Bond issue to fund non-housing projects	Area 1,2,3,4,4.1	30,238,137.00	1,620,456.00					622,709.00		622,709
5	2002 Lease Revenue Bonds	3/1/2002	1/1/2032	Bank of New York	Reserve for future bond payment	Area 1,2,3,4,4.1	10,516,463.00	276,749.00					276,749.00		276,749
6	Bond administration	various	1/1/2032	Bank of New York	Bond administrative fees	Area 1,2,3,4,4.1	302,000.00	15,100.00					4,010.00		4,010
7	Marina Subsidy	2002	1/1/2020	City of Antioch	Marina subsidy	Area 1	4,500,000.00	250,000.00							-
8	Vista Diablo Rent Subsidy	7/1/2008	10/9/2017	Vista Diablo	Rent subsidy	LMIHF	904,505.00	133,925.00	2,400						2,400
9	Administration of NPP loans	2003	2031	Contra Costa County	Program administration-outstanding NPP loans	LMIHF	45,720.00	3,720.00							-
10	Administration of housing loans	see notes page	2062	City of Antioch/consultants	On-going housing loan administration	LMIHF	693,000.00	18,000.00	9,000						9,000
11	Administration Rental Rehab loans	2007	2031	Housing Authority	On-going rental rehab loan administration	LMIHF	198,708.00	12,516.00	6,258						6,258
12	Administrative costs	2/1/2012	12/31/2032	City of Antioch/consultants	Administrative expenses for agency	Area 1,2,3,4,4.1	10,972,443.00	250,000				125,000			125,000
13	Unobligated balance reviews required under AB1484	August 2012	12/31/2012	Badawi & Associates, CPA's	Unobligated balance reviews required to be completed by December 2012	LMIHF/Area 1,2,3,4,4.1	12,000.00	12,000	2,000				10,000		12,000

Name of Successor Agency:

City of Antioch

County:

Contra Costa

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III) -- Notes (Optional)
January 1, 2013 through June 30, 2013

Item #	Notes/Comments
5	Reserve to bi-annually set aside tax increment to fund enforceable obligation whose payment date extends beyond the final date to receive tax increment in 2032 of \$10,516,463
7	The City as Successor Agency is reserving its right to appeal DOF determination that this is not an enforceable obligation pending further review by City staff.
10	City and/or consultants have administered housing loans since low and moderate income housing fund established loan programs. Includes First Time Homebuyer, Neighborhood Preservation, Rental Rehabilitation and Affordable Housing loans.
13	Balance review requirement enacted after approval of ROPS for July through December 2012. As payment will need to be made during this period, this obligation is to recognize and reimburse cost paid for review.

Name of Successor Agency:
 County:

City of Antioch
Contra Costa

Pursuant to Health and Safety Code section 34186 (a)
 PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)
 January 1, 2012 through June 30, 2012

Page/Form	Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
						Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
		Grand Total				\$ 119,506	\$ 101,060	\$ -	\$ -	\$ 250,000	\$ 260,631	\$ 181,072	\$ 183,366	\$ 875,520	\$ 873,226	\$ -	\$ -
P. 1,RPTIF	1	2000 Tax Allocation Bonds	Bank of New York	Bond issue to fund non-housing projects	Area 1									178,500	\$ 178,497.00		
P. 1,RPTIF	2	2009 Tax Allocation Bonds	Bank of New York	Bond issue to fund non-housing projects	Area 1									24,585	\$ 24,585.00		
P. 1,RPTIF	3	1994 Tax Allocation Bonds	Bank of New York	Bond issue to fund non-housing projects	Area 2									16,388	\$ 16,386.00		
P. 1,RPTIF	4	2002 Lease Revenue Bonds	Bank of New York	Bond issue to fund non-housing projects	Area 1,2,3,4,4.1									632,747	632,743		
P. 1,RPTIF	5	Bond administration	Bank of New York	Bond administrative fees	Area 1,2,3,4,4.1									5,300	3,015		
P. 1,RPTIF	6	Monitoring Wells	City of Antioch	Monitoring Wells Capital Project No. 7534	Area 1									18,000	18,000		
P. 1,RPTIF	7	Marina Subsidy	City of Antioch	Marina subsidy	Area 1					250,000	250,000						
P. 2, Other	1	Vista Diablo Rent Subsidy	Vista Diablo	Rent subsidy	LMIHF	2,400	300										
P. 2, Other	2	Administration of NPP loans	Contra Costa County	loans	LMIHF	1,920	-										
P. 2, Other	3	Administration of housing loans	City of Antioch/consultants	On-going housing loan administration	LMIHF	102,670	100,760										
P. 2, Other	4	Administration Rental Rehab loans	Housing Authority	On-going rental rehab loan administration	LMIHF	12,516	-										
P. 3, Admin	1	Administrative costs	City of Antioch/consultants	Administrative expenses for agency	Area 1,2,3,4,4.1					-	10,631	181,072	183,366				

**DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)**

Former Redevelopment Agency: Antioch Development Agency

Successor Agency to the Former Redevelopment Agency: City of Antioch

Entity Assuming the Housing Functions of the former Redevelopment Agency: City of Antioch

Entity Assuming the Housing Functions Contact Name: Dawn Merchant Title Finance Director Phone (925) 779-6135 E-Mail Address dmerchant@ci.antioch.ca.us

Entity Assuming the Housing Functions Contact Name: _____ Title _____ Phone _____ E-Mail Address _____

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list. The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	
Exhibit B- Personal Property	X
Exhibit C - Low-Mod Encumbrances	
Exhibit D - Loans/Grants Receivables	X
Exhibit E - Rents/Operations	X
Exhibit F- Rents	
Exhibit G - Deferrals	

Prepared By: **Dawn Merchant**

Date Prepared: **July 26, 2012**

Exhibit B - Personal Property

**City of Antioch as Housing Successor to the Antioch Development Agency
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
1	housing loan documents	loan files	unknown	February 1, 2012	yes, but unknown cost			various, correspond to loan generation
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit D - Loans/Grants Receivables

**City of Antioch as Housing Successor to the Antioch Development Agency
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan	Interest rate of loan	Current outstanding loan balance
1	loan	\$3,601,686	5/9/2000	Eden Rivertown Limited Partnership	Construction of low/mod residential rental units	yes	2/11/57	3%	\$4,655,158.22
2	loan	\$200,000	9/1/2001	Antioch Hillcrest Terrace Inc.	Development of low income senior apartments	yes	10/1/38	3%	\$ 264,980.82
3	loan	\$731,175	9/15/1998	Antioch Hillcrest Terrace Inc.	Development of low income senior apartments	yes	6/1/55	3%	\$1,027,301.25
4	loan	\$526,016.01	8/18/1998	Terrace Glen Partners, L.P.	Acquisition/rehab of multifamily low/mod rental housing	yes	3/31/54	3%	\$736,420.45
5	loan	\$300,000	9/20/2000	Pincrest Affordable Housing, L.P.	Acquisition and rehabilitation of residential rental units	yes	9/20/55	3%	\$396,537
6	loan	\$300,000	6/6/2011	Satellite Housing, Inc.	New construction low income senior multifamily housing units	yes	6/6/59	3%	\$309,690.41
7	loan	\$2,025,000	7/1/2007	Riverstone Apartments, L.P.	Acquisition and rehabilitation of low/mod housing units	yes	7/1/62	3%	\$2,252,243.84
8	loan	\$1,317,240.09	11/18/2005	Eden Housing, Inc.	Acquisition, predevelopment and development costs of affordable housing units	yes	11/18/60	3%	\$1,419,514.38
9	loan	\$242,750	9/30/1992	Antioch Rivertown Senior Housing Inc.	Acquisition of property to develop low income senior apartments	yes	10/1/33	0%	\$242,750
10	loan	28,857	2/24/2005	homeowner	(A) housing rehabilitation	YES	5/1/2020	0%	\$6,880.52
11	loan	\$48,315	12/20/2006	homeowner	(A) housing rehabilitation	YES	2/1/2022	3%	\$34,212.82
12	loan	\$15,000	2/16/2011	homeowner	(A) housing rehabilitation	YES	4/1/2016	0%	\$15,000
13	loan	\$73,010	10/22/2008	homeowner	(A) housing rehabilitation	YES	1/1/2014	0%	\$73,010
14	loan	\$43,242	6/12/2009	homeowner	(A) housing rehabilitation	YES	10/1/2014	0%	\$43,242
15	loan	\$31,594	12/3/2009	homeowner	(A) housing rehabilitation	YES	2/1/2015	0%	\$31,594

16	loan		\$80,005	4/4/2005	homeowner	(A) housing rehabilitation	YES		4/4/2025	0%	\$80,005
17	loan		\$85,516	8/4/2005	homeowner	(A) housing rehabilitation	YES		8/2/2025	0%	\$85,516
18	loan		\$103,242	6/3/2009	homeowner	(A) housing rehabilitation	YES		9/1/2014	0%	\$103,842
19	loan		\$22,569.88	6/29/2009	homeowner	(A) housing rehabilitation	YES		9/1/2024	0%	\$22,569.88
20	loan		\$35,483	3/29/2010	homeowner	(A) housing rehabilitation	YES		6/1/2015	0%	\$35,483
21	loan		\$40,000	3/21/2007	homeowner	(A) housing rehabilitation	YES		6/1/2027	0%	\$40,000
22	loan		\$15,000	1/31/2011	homeowner	(A) housing rehabilitation	YES		4/1/2016	0%	\$15,000
23	loan		\$61,941	3/31/2004	homeowner	(A) housing rehabilitation	YES		3/31/2019	0%	\$61,941
24	loan		\$15,356	5/13/2010	homeowner	(A) housing rehabilitation	YES		9/1/2015	0%	\$15,356
25	loan		\$39,880	1/10/2007	homeowner	(A) housing rehabilitation	YES		4/1/2027	0%	\$39,880
26	loan		\$137,967	8/14/2006	homeowner	(A) housing rehabilitation	YES		11/1/2027		\$137,967
27	loan		\$64,359.77	1/18/2007	homeowner	(A) housing rehabilitation	YES		2/15/2027	0%	\$64,360
28	loan		\$10,015	3/14/2011	homeowner	(A) housing rehabilitation	YES		7/1/2016	0%	\$10,015
29	loan		\$17,709	6/24/2010	homeowner	(A) housing rehabilitation	YES		9/1/2015	0%	\$17,709
30	loan		\$28,500	5/28/2010	homeowner	(A) housing rehabilitation	YES		8/1/2015	0%	\$28,500
31	loan		\$40,970	6/1/2009	homeowner	(A) housing rehabilitation	YES		8/1/2014	0%	\$40,970
32	loan		\$43,570	6/22/2009	homeowner	(A) housing rehabilitation	YES		6/22/2009	0%	\$43,570
33	loan		\$45,420	2/15/2005	homeowner	(A) housing rehabilitation	YES		2/15/2025	0%	\$45,420
34	loan		\$9,080.20	5/4/2011	homeowner	(A) housing rehabilitation	YES		9/1/2016	0%	\$9,080
35	loan		\$110,419	4/4/2006	homeowner	(A) housing rehabilitation	YES		6/4/2026	0%	\$110,419
36	loan		\$45,343	2/25/2009	homeowner	(A) housing rehabilitation	YES		5/1/2014	0%	\$45,343
37	loan		\$99,000	1/24/2002	homeowner	(A) rental rehabilitation	YES		1/24/2022	3%	\$99,000
38	loan		\$13,048	7/6/2004	homeowner	(A) rental rehabilitation	YES		7/6/2024	3%	\$13,048
39	loan		\$10,800	6/20/2005	homeowner	(A) rental rehabilitation	YES		6/20/2025	3%	\$10,800
40	loan		\$19,441.75	2/11/2010	homeowner	(A) rental rehabilitation	YES		2/11/2030	3%	\$19,442
41	loan		\$20,745.45	5/25/2011	homeowner	(A) rental rehabilitation	YES		5/25/2031	1%	\$20,745
42	loan		\$142,000.00	11/10/2010	Riverstone Apartments, L.P.	rental rehabilitation	YES		11/10/2030	3%	\$142,000
43	loan		\$40,000	2/5/2007	homeowner	(A) first time homebuyer	YES		2/5/2022	Shared Apprec	\$40,000
44	loan		\$20,000	3/1/2006	homeowner	(A) first time homebuyer	YES		3/1/2021	Shared Apprec	\$20,000
45	loan		\$35,000	6/20/2006	homeowner	(A) first time homebuyer	Yes		6/20/2021	Shared Apprec	\$35,000
46	loan		\$60,000	6/15/2007	homeowner	(A) first time homebuyer	YES		6/15/2022	Shared Apprec	\$60,000

47	loan		\$60,000	9/27/2007	homeowner	(A)	first time homebuyer	Yes		9/27/2022	Shared Apprec	\$60,000
48	loan		\$40,000	10/26/2007	homeowner	(A)	first time homebuyer	Yes		10/26/2021	Shared Apprec	\$40,000
49	loan		\$60,000	11/28/2007	homeowner	(A)	first time homebuyer	YES		10/26/2025	Shared Apprec	\$60,000
50	loan		\$40,000	2/4/2008	homeowner	(A)	first time homebuyer	YES		2/4/2023	Shared Apprec	\$40,000
51	loan		\$40,000	4/23/2008	homeowner	(A)	first time homebuyer	YES		4/23/2023	Shared Apprec	\$40,000
52	loan		\$60,000	4/29/2008	homeowner	(A)	first time homebuyer	YES		4/29/2023	Shared Apprec	\$60,000
53	loan		\$60,000	5/5/2008	homeowner	(A)	first time homebuyer	YES		5/5/2023	Shared Apprec	\$60,000
54	loan		\$60,000	5/16/2008	homeowner	(A)	first time homebuyer	YES		5/16/2023	Shared Apprec	\$60,000
55	loan		\$20,000	5/20/2008	homeowner	(A)	first time homebuyer	YES		5/20/2023	Shared Apprec	\$20,000
56	loan		\$60,000	5/13/2008	homeowner	(A)	first time homebuyer	YES		5/13/2023	Shared Apprec	\$60,000
57	grant		\$95,000	1/19/2008	homeowner	(A)	first time homebuyer	YES			Resale restrict	\$95,000
58	grant		\$95,000	1/22/2008	homeowner	(A)	first time homebuyer	YES			Resale restrict	\$95,000
59	grant		\$95,000	1/28/2008	homeowner	(A)	first time homebuyer	YES			Resale restrict	\$95,000
60	grant		\$95,000	1/10/2008	homeowner	(A)	first time homebuyer	YES			Resale restrict	\$95,000
61	loan		\$40,000	7/23/2008	homeowner	(A)	first time homebuyer	YES		7/23/2023	Shared Apprec	\$40,000
62	loan		\$20,000	7/23/2008	homeowner	(A)	first time homebuyer	YES		7/23/2023	Shared Apprec	\$20,000
63	loan		\$40,000	8/15/2008	homeowner	(A)	first time homebuyer	YES		8/15/2023	Shared Apprec	\$40,000
64	loan		\$60,000	7/29/2008	homeowner	(A)	first time homebuyer	YES		7/29/2023	Shared Apprec	\$60,000
65	loan		\$40,000	2/11/2009	homeowner	(A)	first time homebuyer	YES		2/11/2024	Shared Apprec	\$40,000
66	loan		\$40,000	2/23/2009	homeowner	(A)	first time homebuyer	YES		2/23/2024	Shared Apprec	\$40,000
67	loan		\$40,000	1/15/2008	homeowner	(A)	first time homebuyer	YES		1/15/2023	Shared Apprec	\$40,000
68	loan		\$40,000	11/4/2008	homeowner	(A)	first time homebuyer	YES		1/14/2023	Shared Apprec	\$40,000
69	loan		\$30,000	8/18/2008	homeowner	(A)	first time homebuyer	YES		8/18/2023	Shared Apprec	\$30,000
70	loan		\$40,000	3/3/2009	homeowner	(A)	first time homebuyer	YES		3/3/2009	Shared Apprec	\$40,000
71	loan		\$40,000	2/20/2009	homeowner	(A)	first time homebuyer	YES		2/20/2024	Shared Apprec	\$40,000
72	loan		\$30,000	12/21/2009	homeowner	(A)	first time homebuyer	YES		12/21/2024	Shared Apprec	\$30,000
73	loan		\$30,000	12/20/2009	homeowner	(A)	first time homebuyer	YES		12/20/2024	Shared Apprec	\$30,000
74	loan		\$30,000	2/5/2010	homeowner	(A)	first time homebuyer	YES		2/5/2025	Shared Apprec	\$30,000
75	loan		\$30,000	3/24/2010	homeowner	(A)	first time homebuyer	YES		3/24/2025	Shared Apprec	\$30,000
76	loan		\$14,400	8/10/2010	homeowner	(A)	first time homebuyer	YES		8/10/2025	Shared Apprec	\$14,400
77	loan		\$30,000	3/5/2011	homeowner	(A)	first time homebuyer	YES		3/5/2026	Shared Apprec	\$30,000

78	loan		\$30,000	12/6/2010	homeowner	(A) first time homebuyer	YES		12/6/2025	Shared Apprec	\$30,000
79	loan		\$30,000	6/9/2011	homeowner	(A) first time homebuyer	YES		6/9/2026	Shared Apprec	\$30,000
80	loan		\$80,000	5/30/2007	homeowner	(A) first time homebuyer	YES		5/30/2022	Shared Apprec	\$80,000
81	loan		\$34,580	1/12/2009	homeowner	(A) first time homebuyer	YES		1/12/2024	Shared Apprec	\$34,580

(A) the names of these private parties are on record with the housing successor and are available for review by the DOF

Exhibit E - Rents/Operations

**City of Antioch as Housing Successor to the Antioch Development Agency
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
1	residual receipts	(A) residential rental units	Eden Rivertown Limited Partnership	City of Antioch	City of Antioch	low/mod/affordable housing	yes	CRL	n/a
2	residual receipts	(A) low income senior apartments	Antioch Hillcrest Terrace Inc.	City of Antioch	City of Antioch	low/mod/affordable housing	yes	CRL	n/a
3	residual receipts	(A) multifamily rental housing	Terrace Glen Partners, L.P.	City of Antioch	City of Antioch	low/mod/affordable housing	yes	CRL	n/a
4	residual receipts	(A) residential rental units	Pinecrest Affordable Housing, L.P.	City of Antioch	City of Antioch	low/mod/affordable housing	yes	CRL	n/a
5	residual receipts	(A) housing units	Riverstone Apartments, L.P.	City of Antioch	City of Antioch	low/mod/affordable housing	yes	CRL	n/a
6	residual receipts	(A) housing units	Eden Housing, Inc.	City of Antioch	City of Antioch	low/mod/affordable housing	yes	CRL	n/a
7	homeowner principle & interest	(A) residential	homeowner	(B) Contra Costa County	City of Antioch	housing rehab	yes	CRL	n/a
8	homeowner principle & interest	(A) residential	homeowner	(B) Contra Costa County	City of Antioch	housing rehab	yes	CRL	n/a
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(A) these are loans also listed on exhibit D that require current residual receipt payments or principal and interest payments
 (B) the names of these private parties are on record with the housing successor and are available for review by the DOF

a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.