



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 6:30 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

NOVEMBER 25, 2014

Antioch City Council
Regular Meeting

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

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

Arne Simonsen, City Clerk
Donna Conley, City Treasurer

Steven Duran, City Manager
Lynn Tracy Nerland, City Attorney

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

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Council meetings are televised live on Comcast Channel 24

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

6:30 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

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

Direction given to Labor Negotiators

7:04 P.M. ROLL CALL – REGULAR MEETING – for Council Members/City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – *All Present*

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

PRESENTATION – *Mobilization for Youth Alcohol Prevention, presented by Teri Lynn Lowery*

PRESENTATION

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

A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 13, 2014

Recommended Action: Motion to approve the minutes

Approved, 4/0

MINUTES

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 4/0

STAFF REPORT

C. APPROVAL OF TREASURER'S REPORT FOR OCTOBER 2014

Recommended Action: Motion to approve the report

Approved, 4/0

STAFF REPORT

D. APPROVAL OF EXTENSION OF CONTRACT FOR PROFESSIONAL AUDITING SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2015

Recommended Action: Motion to authorize the City Manager to sign an extension of the Professional Services Agreement for auditing services with Badawi & Associates, Certified Public Accountants, for fiscal year ending June 30, 2015

Approved, 4/0

STAFF REPORT

E. APPROVAL OF RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF WATER RESOURCES FOR THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT (P.W. 201-6)

Recommended Action: Motion to adopt a resolution authorizing the City of Antioch to apply for grant funding from the California Department of Water Resources and authorizing the City Manager or his designee to sign and submit the application

Reso No. 2014/93 adopted, 4/0

STAFF REPORT

F. APPROVE FUNDING OF ONE BUSINESS LICENSE REPRESENTATIVE POSITION SUBJECT TO CERTIFICATION OF NOVEMBER 4, 2014 ELECTION RESULTS

Recommended Action: Motion to approve funding of one Business License Representative position subject to certification of November 4, 2014 election results affirming passage of Measure O. This will require a General Fund budget amendment for projected salaries and benefits in the amount of \$42,715 for the rest of fiscal year 2014-15.

Approved, 4/0

STAFF REPORT

G. SETTLEMENT AGREEMENT WITH AMERICAN TOWER, L.P. REGARDING TELECOMMUNICATION FACILITY LEASES

Recommended Action: Motion to receive and file. A settlement with American Tower, L.P. was reached within the authority previously given to the City Attorney in closed session.

Received and filed, 4/0

STAFF REPORT

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

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

H. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 4/0

STAFF REPORT

I. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 4/0

STAFF REPORT

COUNCIL REGULAR/ CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY AGENDA

2. PARKS AND RECREATION COMMISSION APPOINTMENTS

Appointed Beverly Knight and Lori Cook, 4/0

Recommended Action: Motion to receive and file the applications, and the Mayor nominate and Council appoint, two members to the Parks and Recreation Commission

STAFF REPORT

3. REFINANCING OF 2002 SERIES A&B LEASE REVENUE BONDS ISSUED BY THE ANTIOCH PUBLIC FINANCE AUTHORITY AND 2001 ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG) LEASE REVENUE BONDS

Reso No. 2014/94 adopted, 4/0

Recommendation: Motion to adopt the Resolution of the City Council of the City of Antioch Authorizing the Form of and Directing the Execution and Delivery of a Reimbursement Agreement between the City and the Successor Agency to the Antioch Development Agency of the City of Antioch and Authorizing Related Actions in Connection with that transaction

STAFF REPORT

4. RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH AUTHORIZING THE EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT AND AUTHORIZING RELATED ACTIONS

SA Reso No. 2014/15 adopted, 4/0

Recommendation: Motion to adopt the Resolution of the Successor Agency to the Antioch Development Agency of the City of Antioch Authorizing the Execution and Delivery of a Reimbursement Agreement between the City and the Successor Agency to the Antioch Development Agency of the City of Antioch and Authorizing Related Actions

STAFF REPORT

5. RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND THE TREATMENT PLANT EMPLOYEES' ASSOCIATION (TPEA)

Reso No. 2014/95 adopted, 4/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

COUNCIL REGULAR/ CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY AGENDA

6. RESOLUTION APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL 3 (OE3) ELIMINATING FURLOUGHS

Recommended Action: Motion to adopt the resolution

Reso No. 2014/96 adopted, 4/0

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – 8:15 p.m.

MOBILIZATION FOR YOUTH ALCOHOL PREVENTION

CITY COUNCIL MEETING
November 25, 2014

PRESENTED BY
TERI LYNN SHAW
CENTER FOR HUMAN DEVELOPMENT

WHAT IS MOBILIZATION FOR YOUTH ALCOHOL PREVENTION (MYAP)?

- Local partnership that addresses underage and excessive drinking among youth and young adults, ages 12- to-25 years old with funding through the State of California
www.adp.ca.gov/prevention/gpac/spf/sig.shtml.

WHO IS INVOLVED

- Contra Costa County Alcohol and Other Drugs Services (AOD)
cchealth.org/groups/alcohol_and_drugs
- Antioch Police Department
www.ci.antioch.ca.us
- Center for Human Development www.chd-prevention.org
- City Council
- School District

WHAT KIND OF ENFORCEMENT IS HAPPENING?

- Antioch Police Department is conducting regular enforcement operations. Examples of evidence-based interventions include:
 - Responsible Beverage Service Training and Enforcement;
 - Decoy Operations;
 - Police Party Patrols targeting nuisance parties, where alcohol is provided to minors;
 - Recognition and Reminder Program.



WE NEED YOUR HELP

ENFORCEMENT



IS HAPPENING



The Antioch Crime Prevention Commission
Needs YOUR Help!

The Antioch Police Department is conducting regular enforcement of retailers selling alcohol and patrolling loud and unruly parties on private property where persons under 21 are consuming alcohol. Persons responsible for providing alcohol to minors will be cited or arrested.

YOU Can Help Report Where

Underage Teens Are Getting Alcohol.

Problem Retail Sellers & Socially Hosted Parties

**For More
Info Contact**

Hans Ho
Neighborhood Watch Coordinator
hans.ho.nwcoordinator@gmail.com

A Project in Partnership with:

 **Center for Human Development**
Changing Lives, Transforming Communities

HOW CAN I HELP?

JOIN NEIGHBORHOOD WATCH

- Crime Prevention Commission representatives helped plan and are currently coordinating *logging activities*, which enable Neighborhood Watch volunteers to document Loud Parties and Nuisances occurring on their blocks. Identifying problems in a standardized and organized manner is an effective way of reporting to Antioch Police and/or taking civil action.

SOME TOOLS FOR NEIGHBORHOOD WATCH

REPORTING



NUISANCE PARTY REPORTING INFORMATION NEIGHBORHOOD WATCH

When reporting information about nuisance parties remain calm and focused while on the phone with the police dispatcher. Please provide the following information:

- Where: _____
- What occurred: _____

- Were youths (teens) observed: _____
- When: _____
- Approximate how many people _____
- Additional Information: _____

LOGGING

NEIGHBORHOOD NUISANCE PARTY WATCH SAMPLE LOG

Name of reporting person: _____

Page # _____

DATE	TIME	ADDRESS / LOCATION	WHAT WAS OBSERVED (SPECIFICS)
			Saw: Heard: Other:
			Saw: Heard: Other:
			Saw: Heard: Other:
			Saw: Heard: Other:
			Saw: Heard: Other:

HOW CAN I GET MORE INFORMATION

- **Contact:** *Teri Lynn Shaw* – phone: (925) 753-1004, ext. 104; email: teri@chd-prevention.org
- *Hans Ho* – phone: (925) 766-8530; email: hans.ho.nwcoordinator@gmail.com

THREE COMMERCIALS

<https://www.youtube.com/watch?v=FdEk3l43Oic&feature=youtu.be>

<https://www.youtube.com/watch?v=Jw2GTjPNI2g>

<http://youtu.be/Eq6EEpCWoI4>

THANK YOU

- Questions for Teri Lynn Shaw

CITY COUNCIL MEETING

Regular/Special Meeting
7:00 P.M.

November 13, 2014
Council Chambers

6:00 P.M. - CLOSED SESSION

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

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

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

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

PLEDGE OF ALLEGIANCE

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

PROCLAMATION

16th Delta Blues Festival, September 14, 2014

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

Mayor Harper presented the proclamation to Frank Giovanni and members of the Delta Blues Committee who thanked the City Council for the proclamation. He recognized the volunteers as well as Diane Gibson-Gray and Martha Parsons for dedicating their time to the event.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Claryssa Wilson, Student Body President at Orchard Park School and Vice President of the NAACP Youth and College Division, announced the Dr. Martin Luther King Jr. birthday celebration would be held from 1:00 P.M. – 3:00 P.M. on January 19, 2014 at Antioch High School's Beede Auditorium. Contact information was provided.

Mayor Harper encouraged the community to attend and support the event.

Murkice Carter, and co-owners of Seven Boutique, gave a background of their business and efforts to give back to the community.

Mayor Harper wished Seven Boutique success and encouraged them to continue to support the community.

Velma Wilson, representing the Celebrate Antioch Foundation, announced the Holiday De Lites parade would begin at 4:00 P.M. on Dec 6, 2014 and parade applications were available online at celebrateantioch.org. She noted tree lighting at City Hall and lighted boat show on the river, would take place following the parade. Additionally, Environmental Resource Coordinator, Julie Hass-Wadjowicz was hosting a Holiday De-Lites Craft-in from 12:00 P.M. – 5:00 P.M. on November 24, 2014, at the Antioch Senior Center. Contact information was given.

PUBLIC COMMENTS

Rich Buongiorno, Antioch resident, spoke against the City eliminating furloughs and requested the City Council postpone the item until revenues improved.

Taunyana Baker-Sanchez, Antioch resident, expressed concern regarding unsafe traffic conditions on West 6th and West 10th streets. She suggested various traffic calming measures to improve safety in these areas.

Mayor Harper thanked Ms. Baker-Sanchez for bringing her concerns and suggestions forward. He suggested she discuss this item with Captain Brooks.

Joy Motts, Antioch resident, spoke to the viability of the proposal by Martha Goralka, for consideration of a private/public venture creating an event center at the corner of 2nd and A Streets. She requested a subcommittee be formed to discuss the proposal and the results of the Request For Proposal (RFP) be made public.

Mark Jordan, Antioch resident, thanked the City Council for placing Measure O on the November ballot. He spoke in support of reestablishing the Rental Inspection program and implementing a municipal minimum wage in Antioch.

Lee Ballesteros, representing CRAWDAD, spoke in support of the proposal for an event center plaza in Rivertown and preserving the Nick Rodriguez Theater and Senior Center. She requested the item be put on an agenda for discussion and a subcommittee be formed to work with the City on a private/public partnership.

Lori Ogorchock, Antioch City Councilmember-elect, requested clarification for the City's process for paying the State redevelopment funds. She voiced her support for reallocating the funds set aside to eliminate City furloughs, to hiring more Police and Community Service Officers. She requested the City Council postpone voting on this item until she was seated as a Councilmember.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Tiscareno reported on his attendance at the Golf Course subcommittee meeting.

MAYOR'S COMMENTS

Mayor Harper reported on his attendance at the following meetings and events: Golf Course Subcommittee meeting, Delta Diablo Sanitation Commission meeting, Tri Delta Transit event, Suburban Poverty Task Force meeting, Economic Development Commission and Park and Recreation Commission interviews, swearing-in of Antioch Police Officers, Veteran's Day event, Mayor's Conference, and the Four 20 Bar and Grill ribbon-cutting.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the deadline for applications for the Police Crime Prevention Commission ended at 5:00 P.M. on November 13, 2014.

PRESENTATIONS

Community Wellness & Prevention Program, presented by Dr. Wendel Brunner, Public Health Director

Dr. Wendel Brunner, Public Health Director, presented the Community Wellness and Prevention Program. He spoke to his desire to partner with cities to improve the quality of life and promote healthy lifestyles for residents. He announced they would be involved in the process of including health in all policies for the northern waterfront project.

Tracey Rattray, MPH, MSW Director Contra Costa Public Health Community Wellness and Prevention Program, invited Mayor Harper and City Manager Duran to attend the Smart Conference or designate representatives to attend on their behalf.

The City Council thanked Dr. Brunner and Tracey Rattray for the presentation.

Police Status Report – Third Quarter 2014, presented by Chief Allan Cantando

Chief Cantando gave a presentation of the Police Statistics for Third Quarter 2014 including the following information:

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

The Council thanked Chief Cantando for the report and the Antioch Police Department for their hard work.

Chief Cantando, speaking to the City of Brentwood terminating their contract, explained City staff had accommodated their request to reduce costs in an effort to keep their business and when notified they were considering terminating their contract, he was taken aback. With regards to reports that complaints were made about dispatch services, he noted he had researched the issue and for the past two years, there had not been any formal complaints filed from Brentwood residents.

Chief Cantando acknowledged the City Council for their support of the Antioch Police Department.

1. **COUNCIL CONSENT CALENDAR**
 - A. **APPROVAL OF COUNCIL MINUTES FOR OCTOBER 28, 2014**
 - B. **APPROVAL OF COUNCIL WARRANTS**
 - C. **APPROVAL OF TREASURER'S REPORT FOR SEPTEMBER 2014**
 - D. **REJECTION OF CLAIMS**
 1. Katherine Lee Hart 14/15-2177 (personal injury, civil rights)
 2. Dia Scott Williams 14/15-2197 (personal injury)
 - E. **RESOLUTION NO. 2014/87 AUTHORIZING THE FILING OF AN APPLICATION FOR A CALRECYCLE GRANT FOR THE PAVEMENT MAINTENANCE, RUBBERIZED CAPE SEAL PROJECT, (P.W. 328-8) AND THE AUTHORIZATION IS TO BE EFFECTIVE FOR FIVE (5) YEARS FROM THE DATE OF ADOPTION OF THE RESOLUTION**
 - F. **RESOLUTION NO. 2014/88 ACCEPTING COMPLETED IMPROVEMENTS FOR NELSON RANCH UNIT 1 (STANDARD PACIFIC HOMES), TRACT NO. 6893 (PW 547)**
 - G. **RESOLUTION NO. 2014/89 APPROVING THE BENEFIT DOCUMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT BARGAINING UNIT**
 - H. **RESOLUTION NO. 2014/90 APPROVING THE AMENDED BENEFIT DOCUMENT BETWEEN THE CITY OF ANTIOCH AND THE CONFIDENTIAL EMPLOYEES BARGAINING UNIT**
 - I. **RESOLUTION NO. 2014/91 RESCINDING RESOLUTION NO. 2010/79 REGARDING SALARY DIFFERENTIALS FOR SPECIFIED POSITIONS**
 - J. **CONSIDERATION OF BIDS FOR THE WILLIAMSON RANCH PLAZA WATER MAIN REPLACEMENT (P.W. 650-W)**

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council unanimously approved the Council Consent Calendar with the exception of Items G, H and I which were removed for further discussion.

Item G – Sandra McKee, Antioch resident, stated she was opposed to the elimination of employee furloughs until the City was more financially stable and public safety had improved.

Rich Bongiorno, Antioch resident, expressed concern regarding the City's ability to pay the State redevelopment monies owned.

Robin Agopian, Antioch resident, suggested the City Council delay acting on this item until Councilmember-elect Ogorchock was seated.

Mark Jordan, Antioch resident, requested the City Council postpone voting on Consent Calendar Items G, H and I until staff provided a history of what transpired prior to these items coming before Council.

Manuel Soliz Jr., Antioch resident, suggested the City Council postpone voting on Consent Calendar Items G, H and I until more information was provided regarding City revenues and expenditures.

City Manager Duran explained direction was given during Budget Study Sessions to eliminate furloughs as soon as possible and Council approved spending priorities for Measure O on September 23, 2014, which included elimination of employee furloughs. He explained the increase in property tax revenue caused the City to hit the "trigger" which required the City to eliminate furloughs immediately, however the bargaining units agreed to delay until January 11, 2014. With regards to the redevelopment issue, he clarified the City was contesting the issue with the Department of Finance.

Administrative Services Director Fitzner added new statutory requirements require that once the bargaining unit took action to ratify the tentative agreement, the governing body was required to take action within 30 days and if Council did not, they place the City at liability for unfair labor practices

Following discussion, the Council agreed that the citizens' deserved a full service City and based on "trigger" language within the agreement, they were contractually obligated to eliminate furloughs. They recognized all City employees for being instrumental in saving the City from bankruptcy during the financial crisis.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the Council unanimously approved Item G.

Item H – Mark Jordan, Antioch resident, suggested in the future, communication with the residents be better prepared and dispersed to the community.

Manuel Soliz Jr., requested the City Council postpone voting on this item and stated he would be willing to discuss his suggestions to improving service to the community.

Ken Turnage, Antioch resident, expressed concern the City had not disclosed that they were considering eliminating furloughs prior to the election.

City Manager Duran reiterated Council had expressed their desire to eliminate furloughs during Budget Study Sessions and they had approved spending priorities at the September 23, 2014 Council meeting. He noted this item was a contractual obligation based on the “trigger” contained within the agreement.

Following discussion, the Council reiterated their support for approving the amended benefit document.

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

Item I – Marty Fernandez stated he was opposed to Item I and felt all employee contract negotiations should be held in public.

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

Mayor Harper declared a recess at 9:24 P.M. The meeting reconvened at 9:37 P.M. with all Councilmembers present.

Finance Director Merchant clarified the \$1.8M in redevelopment money was not a general fund obligation and did not affect this evening’s previous budget discussion.

COUNCIL REGULAR AGENDA

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

Finance Director Merchant presented the staff report dated November 13, 2014 recommending the City Council adopt the resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2014/15 fiscal year budget and approving amendments to the 2015 fiscal year budget.

Mayor Harper suggested the City Council review the Budget Policy during upcoming Budget Study Sessions.

Allen Payton, Antioch resident, stated he felt the budget did not address adequate staffing for the Antioch Police Department. He questioned if redevelopment funds could be paid back over time or by the sale of Humphrey’s restaurant.

Finance Director Merchant reiterated the \$1.8M in prior redevelopment money was not a general fund obligation. She noted there was another \$1M in bond funds which the Department of Finance had indicated the City did not need to give back to the State.

RESOLUTION NO. 2014/92

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the Council unanimously adopted the resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2014/15 fiscal year budget and approving amendments to the 2015 fiscal year budget.

4. CARD ROOM ORDINANCE

City Manager Duran presented the staff report dated October 28, 2014 recommending the City Council discuss and provide direction to staff.

Martha Parsons, Antioch resident, voiced her support for future card room applications to be vetted through the State prior to the Council considering applications.

Chief Cantando discussed the challenges card rooms pose from a law enforcement standpoint and noted fewer numbers of these types of establishments, were better for the City.

Following discussion, the City Council directed City Attorney Nerland to bring back the card room ordinance with the following changes: The City shall require card room applicants to acquire State Licenses prior to City approval of a City License and the total number of card rooms within the City shall be limited to two.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Duran reported on his attendance at the swearing-in of new Police Officers, the Veteran's Day Parade and Mayor's conference.

COUNCIL COMMUNICATIONS

Councilmember Tiscareno reported he had attended a number of community events and he looked forward to attending more.

Councilmember Rocha acknowledged Lori Cook for cleaning up the downtown area prior to the Veteran's Day parade and thanked Don Freitas for spearheading the effort to pass Measure O.

Councilmember Wilson reported she had attended several community events.

At the request of Councilmember Wilson and with Council consensus, the City Council directed staff to agendize consideration of reestablishing the Youth Council.

Mayor Harper congratulated Councilmember Tiscareno for his reelection.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting in Memory of Contra Costa Water District Director Karl Wandry at 10:31 P.M. to the next regular Council meeting on November 25, 2014.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 OCTOBER 31 - NOVEMBER 13, 2014
 FUND/CHECK#

100 General Fund

Non Departmental

353697 BURKE WILLIAMS & SORENSEN LLP	LEGAL SERVICES	590.00
353702 CIRCLEPOINT	CONSULTING SERVICES	17,669.41
353762 RANEY PLANNING & MANAGEMENT	CONSULTING SERVICES	33,814.00

City Manager

923156 KARSTE CONSULTING INC	CONSULTING SERVICES	720.00
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City Treasurer

353817 GARDA CL WEST INC	ARMORED CAR PICK UP	226.93
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Human Resources

353790 BANK OF AMERICA	POSTAGE	5.95
353821 IEDA INC	PROFESSIONAL SERVICES	3,699.04

Economic Development

353812 DIABLO LIVE SCAN	FINGERPRINTING	20.00
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	556.73
923147 BERNICK, MICHAEL	PROFESSIONAL SERVICES	3,300.00

Finance Operations

353777 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	2.00
353815 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	12.90

Non Departmental

353682 RETIREE	PPPA	1,658.84
353750 MUNISERVICES LLC	QTR 2 STARS	250.00

Public Works Street Maintenance

353689 ANTIOCH BUILDING MATERIALS	ASPHALT	39,367.00
353773 SUBURBAN PROPANE	PROPANE	237.39
353787 ANTIOCH AUTO PARTS	GREASE	8.37
353791 BANK OF AMERICA	MEETING EXPENSE	55.54

Public Works-Signal/Street Lights

353686 AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	796.98
353804 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	52,194.36
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,083.85
353850 STATE OF CALIFORNIA	SIGNAL LIGHT MAINTENANCE	2,346.98
923154 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,235.79

Public Works-Striping/Signing

353725 FASTLANE TEK INC	CONSULTING SERVICES	2,827.50
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Public Works-Facilities Maintenance

353685 ACME SECURITY SYSTEMS	DOOR REPAIR	1,464.93
353781 WESCO RECEIVABLES CORP	SUPPLIES	606.05
353795 BAY CITIES PYROTECTOR	FIRE SYSTEM CERTIFICATION	1,110.00
353834 OMEGA INDUSTRIAL SUPPLY	SUPPLIES	923.01
353836 PACIFIC GAS AND ELECTRIC CO	GAS	14,926.96

Public Works-Parks Maint

353784 AMERICAN PLUMBING INC	PLUMBING SERVICES	1,160.32
353811 DELTA FENCE CO	FENCE REPAIR SERVICE	1,225.00
353835 PACHECO BROTHERS GARDENING	LANDSCAPE SERVICES	54,744.24
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	833.79

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 OCTOBER 31 - NOVEMBER 13, 2014
 FUND/CHECK#

353848 SPECTRATURF INC	PLAYGROUND MATERIALS	823.54
Public Works-Median/General Land		
353752 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
353756 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	2,420.00
353782 ACE HARDWARE, ANTIOCH	PVC FITTINGS	3.42
353815 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	476.00
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,693.86
Police Administration		
353696 BROWNELLS INC	SUPPLIES	30.98
353698 CANTANDO, ALLAN J	EXPENSE REIMBURSEMENT	127.95
353699 CHALK, STEPHANIE A	EXPENSE REIMBURSEMENT	49.51
353700 CHINOOK MEDICAL GEAR INC	SUPPLIES	901.16
353706 COMCAST	CABLE SERVICE	17.30
353718 CPS HUMAN RESOURCE SERVICES	TRAINING	601.06
353719 CREATIVE SUPPORTS INC	SUPPLIES	331.69
353729 GARCIA, PRESTON	COURT APPEARANCE	137.75
353731 HAMPTON INN	LODGING-HEWITT	411.06
353732 HEWITT, B J	TRAINING PER DIEM	183.00
353739 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	88.50
353742 KIRBY POLYGRAPH & INVESTIGATIVE	EXAM SERVICES	1,800.00
353743 LAW OFFICES OF JONES & MAYER	LEGAL SERVICES	38.00
353760 PITNEY BOWES INC	RENTAL CHARGES	331.35
353764 REACH PROJECT INC	REACH SERVICES	17,083.00
353770 SHRED IT INC	SHRED SERVICE	105.99
353771 STATE OF CALIFORNIA	FINGERPRINTING	64.00
353788 ASR - BRICKER MINCOLA	UNIFORMS	138.28
353802 COMMERCIAL SUPPORT SERVICES	CAR WASHES	367.50
353803 CONCORD UNIFORMS LLC	UNIFORMS	1,645.90
353806 COSTCO	BUSINESS EXPENSE	12.37
353809 CSI FORENSIC SUPPLY	SUPPLIES	687.03
353826 JACOBS, DANIEL	TRANSLATING SERVICE	360.00
353831 MOREFIELD, ANTHONY W	EXPENSE REIMBURSEMENT	215.64
353833 OFFICE MAX INC	OFFICE SUPPLIES	1,108.78
353852 VERIZON WIRELESS	AIR CARD	76.02
923153 HUNTINGTON COURT REPORTERS	TRANSCRIPTION SERVICES	198.36
923155 IMAGE SALES INC	BADGES	180.19
923167 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	358.30
Police Community Policing		
203733 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	72.90
353751 OCCUPATIONAL HEALTH CENTERS	PRE-PLACEMENT MEDICAL	4,513.50
353761 PSYCHOLOGICAL RESOURCES INC	EXAM SERVICES	900.00
353807 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	595.00
353819 HUNT AND SONS INC	FUEL	281.76
Police Investigations		
353711 CONTRA COSTA COUNTY	LAB TESTING	3,402.00
353712 CONTRA COSTA COUNTY	LAB TESTING	880.00

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353774 THOMSON WEST	ONLINE DATABASE	326.46
Police Special Operations Unit		
353851 TOYOTA FINANCIAL SERVICES	VEHICLES LEASE	1,546.94
Police Communications		
353691 AT AND T MOBILITY	HIGH SPEED WIRELESS	2,330.20
353785 AMERICAN TOWER CORPORATION	CELL TOWER RENTAL	222.84
353806 COSTCO	BUSINESS EXPENSE	113.92
353815 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	7,944.00
353818 GLOBALSTAR	SATELLITE PHONE	86.67
353837 PACIFIC TELEMAGEMENT SVCS	LOBBY PAYPHONE	78.00
Office Of Emergency Management		
353723 DISH NETWORK	SATELLITE SERVICE	77.64
Police Facilities Maintenance		
353795 BAY CITIES PYROTECTOR	FIRE SYSTEM CERTIFICATION	370.00
353836 PACIFIC GAS AND ELECTRIC CO	GAS	21,159.61
923150 CLUB CARE INC	EQUIPMENT REPAIR	225.00
923166 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	300.00
Community Development Land Planning Services		
353762 RANEY PLANNING & MANAGEMENT	CONSULTING SERVICES	4,080.13
CD Code Enforcement		
353730 GRAHAM, RYAN M	EXPENSE REIMBURSEMENT	297.00
353740 K2GC	PULIC NUISANCE ABATEMENT	8,478.75
353783 ALLIED WASTE SERVICES	RESIDENTIAL GARBAGE ABATEMENT	1,618.20
PW Engineer Land Development		
353791 BANK OF AMERICA	CELL PHONE EQUIPMENT	217.88
Capital Imp. Administration		
353791 BANK OF AMERICA	CELL PHONE EQUIPMENT	108.96
923151 COMPUTERLAND	COMPUTER SOFTWARE	123.55
Community Development Engineering Services		
203705 COSTCO	SUPPLIES	17.99
210 Federal Asset Seizure Fund		
Asset Forfeiture		
353844 QUICK PC SUPPORT	CARD READER MAINTENANCE	49,860.50
212 CDBG Fund		
CDBG		
353694 BAY AREA LEGAL AID	CDBG SERVICES	9,736.28
353714 CONTRA COSTA COUNTY	CDBG SERVICES	1,683.38
353716 CCC SENIOR LEGAL SERVICES	CDBG SERVICES	2,143.48
353753 OMBUDSMAN SERVICES OF CCC	CDBG SERVICES	2,125.07
353755 OPPORTUNITY JUNCTION	CDBG SERVICES	12,499.97
353768 SENIOR OUTREACH SERVICES	CDBG SERVICES	4,857.00
353769 SHELTER INC	CDBG SERVICES	3,286.70
923165 HOUSE, TERI	CONSULTING SERVICES	9,896.25
213 Gas Tax Fund		
Streets		
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	26,551.95

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214 Animal Control Fund

Animal Control

353786 ANIMAL SUPPLY LOGISTICS	SUPPLIES	810.83
353815 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	3,919.00
353825 INTERVET INC	MICROCHIPS AND VET SUPPLIES	2,997.00
353829 KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICES	1,850.00
353836 PACIFIC GAS AND ELECTRIC CO	GAS	1,113.67

216 Park-In-Lieu Fund

Parks & Open Space

353801 COMMERCIAL POOL SYSTEMS INC	PUMP REPLACEMENT	4,968.34
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219 Recreation Fund

Non Departmental

353690 ANTIOCH HISTORICAL SOCIETY	DEPOSIT REFUND	500.00
353734 HUB INTERNATIONAL CA INSURANCE	INSURANCE PREMIUM	503.92
353763 RANKINS, MELBA	DEPOSIT REFUND	500.00
353767 RUBIO, YANNETE	DEPOSIT REFUND	1,000.00
353792 BARBA, DANIEL	DEPOSIT REFUND	1,000.00
353798 BROWN COLLINS, YVETTE	DEPOSIT REFUND	1,000.00
353816 FIL AM SOCIETY OF ANTIOCH	DEPOSIT REFUND	500.00

Recreation Admin

353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,028.41
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Senior Programs

353683 AAA FIRE PROTECTION SVCS	REPAIR SERVICE	173.98
353836 PACIFIC GAS AND ELECTRIC CO	GAS	2,018.95

Recreation Classes/Prog

203630 CIMARRA FAMILY CARE HOMES, LLC	CLASS REFUND	57.00
203648 GIGIORGIS, AIDA	CLASS REFUND	49.00
353813 DISCOUNT SCHOOL SUPPLY	SUPPLIES	260.76
353814 EL CAMPANIL THEATRE	THEATRE RENTAL	600.00
353815 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	140.00
353830 MCCORMACK, SUSAN	INSTRUCTOR REIMBURSEMENT	16.25
353832 NEOPOST	POSTAGE	375.08
353846 SAFETY DRIVERS ED LLC	CONTRACTOR PAYMENT	283.20

Recreation Sports Programs

353708 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	2,236.00
353827 KIDZ LOVE SOCCER INC	SOCCER CAMP	5,508.00
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,881.71
353839 PIONEER MANUFACTURING COMPANY	FIELD MARKING PAINT	733.89

Recreation Concessions

353805 COSTCO	SUPPLIES	178.89
353840 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	114.32

Recreation-New Comm Cntr

353704 COLE SUPPLY CO INC	SUPPLIES	231.89
353707 COMCAST	CONNECTION SERVICE	1,641.29
353745 MARLIES CLEANING SERVICE	CLEANING SERVICES	280.00
353794 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	995.00

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353812	DIABLO LIVE SCAN	FINGERPRINTING	40.00
353815	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	78.00
353835	PACHECO BROTHERS GARDENING	LANDSCAPE SERVICES	3,619.00
923152	HAMMONS SUPPLY COMPANY	SUPPLIES	179.74
222 Measure C/J Fund			
Streets			
353726	FEDERAL ADVOCATES INC	ADVOCACY SERVICES	5,000.00
353804	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	1,782.20
353841	PLS SURVEYS INC	SURVEYING SERVICES	7,560.00
226 Solid Waste Reduction Fund			
Non Departmental			
353736	ICLEI USA MEMBERSHIP	MEMBER DUES	875.00
Solid Waste Used Oil			
353765	REPUBLIC SERVICES	CURBSIDE OIL REIMBURSEMENT	1,728.42
353810	DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	2,460.97
Solid Waste			
353710	CONTRA COSTA COUNTY	GREEN PROGRAM PERMIT	800.00
353736	ICLEI USA MEMBERSHIP	MEMBER DUES	875.00
353810	DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	9,513.01
229 Pollution Elimination Fund			
Channel Maintenance Operation			
353757	PAPA	REGISTRATION-RAMIREZ	160.00
353815	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	134.00
251 Lone Tree SLLMD Fund			
Lonetree Maintenance Zone 1			
353752	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00
353836	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	905.77
Lonetree Maintenance Zone 2			
353836	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	765.03
Lonetree Maintenance Zone 4			
353752	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	900.00
252 Downtown SLLMD Fund			
Downtown Maintenance			
353752	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
353836	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	390.52
253 Almondridge SLLMD Fund			
Almondridge Maintenance			
353752	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,263.00
353836	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	219.97
254 Hillcrest SLLMD Fund			
Hillcrest Maintenance Zone 1			
353752	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
353836	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,162.83
Hillcrest Maintenance Zone 2			
353752	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	960.00
353756	PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	4,285.00

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353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	771.15
Hillcrest Maintenance Zone 4		
353752 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	671.29
255 Park 1A Maintenance District Fund		
Park 1A Maintenance District		
353752 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	178.36
256 Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 3		
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	80.50
Citywide 2A Maintenance Zone 4		
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	320.07
Citywide 2A Maintenance Zone 5		
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	458.82
Citywide 2A Maintenance Zone 6		
353752 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
353756 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	2,995.00
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	243.29
Citywide 2A Maintenance Zone 9		
353752 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	502.18
Citywide 2A Maintenance Zone10		
353752 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	820.00
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	130.12
257 SLLMD Administration Fund		
SLLMD Administration		
353720 CROP PRODUCTION SERVICES INC	CHEMICALS	5,642.00
353824 INTERN'L SOCIETY OF ABORICULTURE	MEMBER DUES	170.00
923160 3M AOSAFETY EYEWARE	SAFETY GLASSES-BURGESS	304.96
259 East Lone Tree SLLMD Fund		
Zone 1-District 10		
353752 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,290.00
311 Capital Improvement Fund		
Measure WW		
353779 VK ENGINEERING INC	PROFESSIONAL SERVICES	320.00
353791 BANK OF AMERICA	PORTABLE RESTROOM	150.00
Public Buildings & Facilities		
923156 KARSTE CONSULTING INC	CONSULTING SERVICES	600.00
312 Prewett Family Park Fund		
Parks & Open Space		
923156 KARSTE CONSULTING INC	CONSULTING SERVICES	4,320.00
570 Equipment Maintenance Fund		
Non Departmental		
353735 HUNT AND SONS INC	FUEL	5,421.90

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Equipment Maintenance

353684 ACE HARDWARE, ANTIOCH	PLUGS	4.49
353688 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	534.97
353701 CHUCKS BRAKE & WHEEL SERVICE	VALVE & SWITCH	213.91
353724 EAST BAY TIRE CO	TIRE SERVICE	1,593.96
353748 MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	619.07
353776 TUTTS TRUCK OUTFITTERS	BUMPER	150.00
353780 WALNUT CREEK FORD	BRAKE PADS	136.70
353787 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	345.93
353791 BANK OF AMERICA	VEHICLE GLASS	2,023.71
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	665.29
353838 PETERSON	SWEEPER REPAIR	810.00
353843 PURSUIT NORTH	VEHICLE PARTS	774.86

573 Information Services Fund

Non Departmental

353692 BANK OF AMERICA	EE COMPUTER PURCHASE	1,309.91
353805 COSTCO	COMPUTER EQUIPMENT	1,671.63

Network Support & PCs

353707 COMCAST	CONNECTION SERVICE	1,061.86
353722 DIGITAL SERVICES	WEBSITE MAINTENANCE	3,070.00
353800 COMCAST	INTERNET SERVICE	156.05
923151 COMPUTERLAND	COMPUTER EQUIPMENT	20.07

Telephone System

203525 AMERICAN MESSAGING	PAGER	37.37
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Office Equipment Replacement

353733 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,534.34
353844 QUICK PC SUPPORT	COMPUTER EQUIPMENT	46,706.50
923148 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	675.61
923151 COMPUTERLAND	COMPUTER EQUIPMENT	198.22

580 Loss Control Fund

Human Resources

353749 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	381,877.00
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611 Water Fund

Non Departmental

353695 BISHOP CO	SUPPLIES	1,464.19
353766 ROBERTS AND BRUNE CO	SUPPLIES	6,540.00
353781 WESCO RECEIVABLES CORP	SUPPLIES	317.05
353787 ANTIOCH AUTO PARTS	SUPPLIES	909.32
923152 HAMMONS SUPPLY COMPANY	SUPPLIES	306.86
923163 CRYSTAL CLEAR LOGOS INC	SUPPLIES	2,634.20

Water Supervision

203487 AWWA	CERTIFICATE RENEWAL-COLEY	80.00
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Water Production

203485 FERGUSON ENTERPRISES INC	GASKETS	42.27
353687 ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL	125.00
353703 CLIPPER CONTROLS INC	CHLORINE SENSOR	713.50

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353727 FIRST AMERICAN TITLE CO	PRELIMINARY TITLE REPORT	275.00
353728 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	105.08
353741 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	28,913.56
353744 M AND L OVERHEAD DOORS	GATE REPAIR	754.12
353746 METTLER TOLEDO INC	ANNUAL SERVICE	314.00
353782 ACE HARDWARE, ANTIOCH	SUPPLIES	12.92
353791 BANK OF AMERICA	MEETING EXPENSE	222.17
353820 HYDEC	CONTROL VALVE	1,115.01
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	159,833.30
353845 ROBERTS AND BRUNE CO	PIPE	303.54
353847 SOUTHWEST VALVE LLC	CLAMP PLATES	748.04
353849 STATE BOARD OF EQUALIZATION	WATER RIGHTS ANNUAL FEE	153.34
923149 CHEMTRADE CHEMICALS US LLC	ALUM	4,719.74
923158 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	11,313.54
923161 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,474.96
923162 CHEMTRADE CHEMICALS US LLC	ALUM	2,360.16
923164 GRAINGER INC	SUPPLIES	4,825.65
923168 SIERRA CHEMICAL CO	CHLORINE	8,147.58
Water Distribution		
353687 ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL	100.00
353705 COLEFIELD JR, RONALD G	CERTIFICATION REIMBURSEMENT	135.00
353709 CONNELLY, SHAUN P	CERTIFICATION REIMBURSEMENT	135.00
353725 FASTLANE TEK INC	CONSULTING SERVICES	3,210.00
353737 INFOSEND INC	PRINT/MAIL SERVICES	280.28
353766 ROBERTS AND BRUNE CO	SUPPLIES	4,346.71
353777 UNITED PARCEL SERVICE	SHIPPING	62.51
353791 BANK OF AMERICA	MEETING EXPENSE	372.46
353810 DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	9,513.01
353812 DIABLO LIVE SCAN	FINGERPRINTING	80.00
353815 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	58.05
353823 INFOSEND INC	PRINT/MAIL SERVICES	717.42
923156 KARSTE CONSULTING INC	CONSULTING SERVICES	720.00
Public Buildings & Facilities		
353747 MUNICIPAL FINANCIAL SERVICES	CONSULTING SERVICES	2,470.00
Warehouse & Central Stores		
353777 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	2.00
621 Sewer Fund		
Sewer-Wastewater Supervision		
353727 FIRST AMERICAN TITLE CO	TITLE REPORT	275.00
Sewer-Wastewater Collection		
353717 COOK, JEFFREY DON	CERTIFICATION REIMBURSEMENT	140.00
353721 DEJANVIER, KURT JOESPH	TRAINING REIMBURSEMENT	240.00
353725 FASTLANE TEK INC	CONSULTING SERVICES	4,022.50
353737 INFOSEND INC	PRINT/MAIL SERVICES	280.29
353747 MUNICIPAL FINANCIAL SERVICES	CONSULTING SERVICES	2,470.00
353766 ROBERTS AND BRUNE CO	PIPE & FITTINGS	69.22

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353791 BANK OF AMERICA	MEETING EXPENSE	55.54
353810 DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	9,513.01
353815 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	58.05
353823 INFOSEND INC		717.42
923164 GRAINGER INC	SUPPLIES	283.83
622 Sewer Facilities Expansion Fund		
Wastewater Collection		
353784 AMERICAN PLUMBING INC	SEWER MAIN SERVICE	672.50
353796 BENCHMARK CONSULTANTS	PROFESSIONAL SERVICES	440.00
353828 KLEINFELDER INC	PROFESSIONAL SERVICES	5,306.00
631 Marina Fund		
Marina Administration		
353836 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,395.06
Marina Maintenance		
353752 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	970.00
353795 BAY CITIES PYROTECTOR	FIRE SYSTEM CERTIFICATION	740.00
Marina Boat Launch		
353791 BANK OF AMERICA	BATTERY CHARGER	68.04
641 Prewett Water Park Fund		
Non Departmental		
353734 HUB INTERNATIONAL CA INSURANCE	INSURANCE PREMIUM	377.94
353793 BARHAM, WILLIAM	DEPOSIT REFUND	1,000.00
353797 BERDIAGO, TERESITA	DEPOSIT REFUND	500.00
353822 IGNACIO, JASMINE	DEPOSIT REFUND	500.00
Recreation Aquatics		
203631 LUNA, MELISSA	CLASS REFUND	28.00
203633 KADDOURA, HUSSEIN	CLASS REFUND	28.00
203635 GOINS, MARIO	CLASS REFUND	58.00
203649 BROWN, TIFFANY	CLASS REFUND	38.00
203650 JOHNSON, CYNTHIA	CLASS REFUND	38.00
353693 BANK OF AMERICA	TRAINING	105.00
Recreation Water Park		
203646 LESLIES POOL SUPPLIES	SUPPLIES	76.60
203647 PRAXAIR DISTRIBUTION INC	OXYGEN	98.50
353778 UNIVAR USA INC	CHEMICALS	1,695.08
353789 ATCO INTERNATIONAL	SLIDE WAX	304.00
353799 COLE SUPPLY CO INC	SUPPLIES	487.69
353801 COMMERCIAL POOL SYSTEMS INC	POOL CHEMICALS	7,308.55
353835 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,507.67
353836 PACIFIC GAS AND ELECTRIC CO	GAS	15,025.69
721 Employee Benefits Fund		
Non Departmental		
353713 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
353715 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
353738 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
353754 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	7,059.33

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353758 PARS	PAYROLL DEDUCTIONS	2,570.04
353759 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	72.02
353772 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
353775 RECIPIENT	PAYROLL DEDUCTIONS	112.15
353808 CSAC EXCESS INSURANCE AUTHORITY	PAYROLL DEDUCTIONS	2,908.00
353842 PERS	PAYROLL DEDUCTIONS	334,112.79
923157 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	35,985.26
923159 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	4,960.35



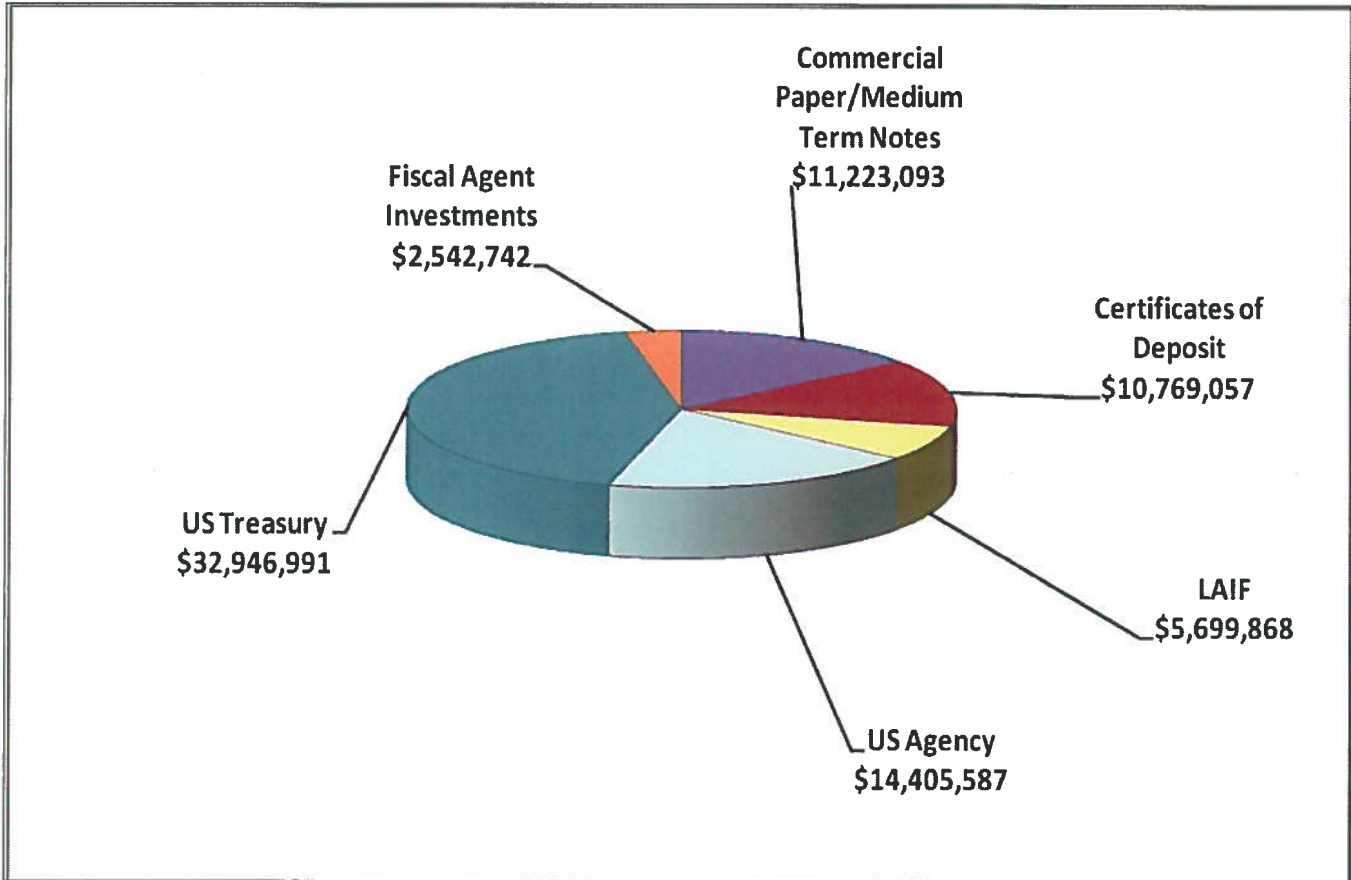
STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF NOVEMBER 25, 2014

SUBMITTED BY: Donna Conley, City Treasurer
DATE November 25, 2014
SUBJECT: Treasurer's Report – OCTOBER 2014

RECOMMENDATION: Review and file.

CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

OCTOBER 31, 2014



Total of City and Fiscal Agent Investments = \$77,587,338

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


Donna Conley
Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2002 Lease Revenue Bonds	285,582
Antioch Public Financing Authority 1998 Reassessment Revenue Bonds	1,678,499
Antioch Development Agency 2000 Tax Allocation Bonds	4
Antioch Development Agency 2009 Tax Allocation Bonds	146,065
ABAG Lease Revenue Bonds	<u>432,592</u>
	<u><u>\$2,542,742</u></u>



For the Month Ending October 31, 2014

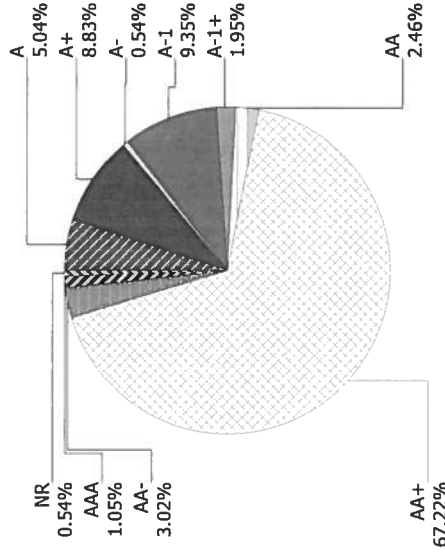
Managed Account Issuer Summary

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	371,106.67	0.54
AMERICAN HONDA FINANCE	583,890.26	0.84
APPLE INC	2,079,656.38	3.01
BANK OF NEW YORK CO INC	1,068,046.97	1.54
BANK OF NOVA SCOTIA	1,349,028.00	1.95
BERKSHIRE HATHAWAY INC	935,164.29	1.35
CA EARTHQUAKE AUTH TXBL REV BOND	374,908.50	0.54
CA ST DEPT OF WATER REV BONDS	501,020.00	0.72
CATERPILLAR INC	769,083.70	1.11
CREDIT SUISSE GROUP	1,700,753.10	2.46
DEERE & COMPANY	1,062,319.40	1.54
FANNIE MAE	2,448,547.88	3.54
FEDERAL HOME LOAN BANKS	4,551,070.65	6.58
FREDDIE MAC	4,457,669.51	6.44
GOLDMAN SACHS GROUP INC	1,375,013.75	1.99
HSBC HOLDINGS PLC	566,407.98	0.82
JP MORGAN CHASE & CO	1,654,384.95	2.39
MET WATER DISTRICT OF SOUTHERN CA	225,902.25	0.33
RABOBANK NEDERLAND	1,693,431.20	2.45
SKANDINAVISKA ENSKIDA BANKEN AB	1,701,385.50	2.46
STATE OF CALIFORNIA	1,509,268.00	2.18
TOYOTA MOTOR CORP	727,483.85	1.05
UNITED STATES TREASURY	32,978,757.51	47.65
UNIVERSITY OF CALIFORNIA	365,768.45	0.53
US BANCORP	1,365,436.88	1.97
WAL-MART STORES INC	400,255.20	0.58
WELLS FARGO & COMPANY	1,031,931.05	1.49
WESTPAC BANKING CORP NY	1,351,549.80	1.95
Total	\$69,199,241.68	100.00%

Credit Quality (S&P Ratings)



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending October 31, 2014

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
U.S. Treasury Bond / Note												
US TREASURY NOTES	912828B41	912828B41	AA+	Aaa	02/04/14	02/07/14	3,654,705.08	0.31	3,459.07	3,652,966.17	3,657,128.45	
DTD 01/31/2014 0.375% 01/31/2016												
US TREASURY NOTES	912828OF0	912828OF0	AA+	Aaa	03/27/13	03/28/13	997,277.34	0.38	52.49	972,969.03	973,378.55	
DTD 05/02/2011 2.000% 04/30/2016												
US TREASURY NOTES	912828WM8	912828WM8	AA+	Aaa	06/02/14	06/03/14	2,799,562.50	0.38	4,418.03	2,799,652.91	2,801,968.40	
DTD 06/02/2014 0.375% 05/31/2016												
US TREASURY NOTES	912828KZ2	912828KZ2	AA+	Aaa	05/10/13	05/15/13	2,274,507.81	0.41	22,887.77	2,188,413.36	2,189,111.72	
DTD 06/30/2009 3.250% 06/30/2016												
US TREASURY NOTES	912828KZ2	912828KZ2	AA+	Aaa	05/22/13	05/24/13	3,204,783.20	0.44	32,305.71	3,087,015.11	3,089,894.53	
DTD 06/30/2009 3.250% 06/30/2016												
US TREASURY NOTES	912828KZ2	912828KZ2	AA+	Aaa	05/24/13	05/31/13	3,574,570.31	0.53	36,138.59	3,448,660.08	3,456,492.19	
DTD 06/30/2009 3.250% 06/30/2016												
US TREASURY NOTES	912828RF9	912828RF9	AA+	Aaa	02/27/14	03/03/14	2,293,577.93	0.49	3,879.28	2,286,005.50	2,287,650.00	
DTD 08/31/2011 1.000% 08/31/2016												
US TREASURY NOTES	912828RU6	912828RU6	AA+	Aaa	10/31/13	11/01/13	2,403,446.48	0.62	8,780.84	2,397,495.30	2,400,838.79	
DTD 11/30/2011 0.875% 11/30/2016												
US TREASURY NOTES	912828RU6	912828RU6	AA+	Aaa	11/27/13	12/03/13	3,136,726.56	0.58	11,450.07	3,128,623.43	3,130,653.51	
DTD 11/30/2011 0.875% 11/30/2016												
US TREASURY NOTES	912828SM3	912828SM3	AA+	Aaa	10/02/14	10/06/14	1,356,591.80	0.80	1,186.81	1,356,403.78	1,359,597.15	
DTD 03/31/2012 1.000% 03/31/2017												
US TREASURY NOTES	912828S7	912828S7	AA+	Aaa	06/02/14	06/03/14	1,964,044.92	0.81	5,193.82	1,965,540.48	1,966,667.48	
DTD 05/31/2012 0.625% 05/31/2017												
US TREASURY NOTES	912828TB6	912828TB6	AA+	Aaa	10/30/14	11/03/14	3,846,089.84	0.79	9,886.55	3,846,089.84	3,843,081.55	
DTD 07/02/2012 0.750% 06/30/2017												
US TREASURY NOTES	912828TG5	912828TG5	AA+	Aaa	07/01/14	07/07/14	281,047.85	0.96	360.12	281,454.20	282,216.69	
DTD 07/31/2012 0.500% 07/31/2017												
US TREASURY NOTES	912828PA2	912828PA2	AA+	Aaa	09/02/14	09/04/14	1,537,617.19	1.04	2,472.53	1,535,701.52	1,540,078.50	
DTD 09/30/2010 1.875% 09/30/2017												





Managed Account Detail of Securities Held

For the Month Ending October 31, 2014

CITY OF ANTIOCH, CA - 04380500

Security Type / Description	Dated Date / Coupon / Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total											
							33,324,548.81	0.57	142,471.68	32,946,990.71	32,978,757.51
Municipal Bond / Note											
UNIV OF CAL TXBL REV BONDS	91412GSW6		AA	Aa2	09/26/13	10/02/13	230,000.00	0.53	559.97	230,000.00	230,324.30
DTD 10/02/2013 0.528% 05/15/2015											
METRO WTR DIST AUTH, CA TXBL REV BONDS	59266THO7		AAA	Aa1	06/21/12	06/28/12	225,000.00	0.94	707.25	225,000.00	225,902.25
DTD 06/28/2012 0.943% 07/01/2015											
CA ST DEPT OF WATER TXBL REV BONDS	13066KX87		AAA	Aa1	09/19/12	09/27/12	500,000.00	0.65	1,354.17	500,000.00	501,020.00
DTD 09/27/2012 0.650% 12/01/2015											
CA ST TXBL GO BONDS	13063BN73		A+	Aa3	03/13/13	03/27/13	551,859.00	0.93	1,443.75	550,822.16	553,663.00
DTD 03/27/2013 1.050% 02/01/2016											
UNIV OF CAL TXBL REV BONDS	91412GSX4		AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	564.61	135,000.00	135,444.15
DTD 10/02/2013 0.907% 05/15/2016											
CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAC0		NR	A3	10/29/14	11/06/14	225,000.00	1.19	0.00	225,000.00	225,126.00
DTD 11/06/2014 1.194% 07/01/2016											
CA ST TAXABLE GO BONDS	13063CFD7		A+	Aa3	10/22/13	11/05/13	954,455.50	1.09	5,937.50	952,997.14	955,605.00
DTD 11/05/2013 1.250% 11/01/2016											
CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAD8		NR	A3	10/29/14	11/06/14	150,000.00	1.82	0.00	150,000.00	149,782.50
DTD 11/06/2014 1.824% 07/01/2017											
Security Type Sub-Total											
							2,971,314.50	0.97	10,567.25	2,968,819.30	2,976,867.20
Federal Agency Bond / Note											
FHLB (EX-CALLABLE) GLOBAL NOTES	3130A0GK0		AA+	Aaa	12/12/13	12/30/13	1,374,587.50	0.39	1,733.07	1,374,759.58	1,376,944.25
DTD 12/30/2013 0.375% 12/30/2015											
FANNIE MAE GLOBAL NOTES	3135G0VA8		AA+	Aaa	02/14/13	02/15/13	799,088.00	0.54	344.44	799,585.28	801,456.00
DTD 02/15/2013 0.500% 03/30/2016											
FREDDIE MAC GLOBAL NOTES	3137EAD09		AA+	Aaa	03/06/13	03/07/13	239,985.60	0.50	560.00	239,992.95	240,415.68
DTD 03/07/2013 0.500% 05/13/2016											



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending October 31, 2014

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note										
FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135G0CM3	AA+	Aaa	10/01/13	10/03/13	664,674.35	0.75	750.52	661,207.15	663,904.73
FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135G0CM3	AA+	Aaa	10/01/13	10/03/13	984,555.92	0.74	1,111.46	979,338.81	983,187.15
FHLB NOTES DTD 08/07/2014 0.500% 09/28/2016	3130A2T97	AA+	Aaa	08/06/14	08/07/14	1,855,815.00	0.61	852.50	1,856,267.28	1,856,300.46
FEDERAL HOME LOAN BANKS (CALLABLE) DTD 03/27/2014 1.625% 03/27/2017	3130A1CR7	AA+	Aaa	04/02/14	04/04/14	1,324,396.90	1.25	2,010.49	1,315,961.88	1,317,825.94
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	AA+	Aaa	08/12/14	08/14/14	1,609,800.36	1.00	4,159.17	1,609,815.28	1,612,774.03
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	AA+	Aaa	08/12/14	08/14/14	2,599,825.80	1.00	6,716.67	2,599,839.29	2,604,479.80
Security Type Sub-Total						11,452,729.43	0.81	18,238.32	11,436,767.50	11,457,288.04

Corporate Note										
JPMORGAN CHASE & CO GLOBAL NOTES DTD 10/18/2012 1.100% 10/15/2015	46623EJR1	A	A3	10/15/12	10/18/12	649,733.50	1.11	317.78	649,913.87	652,900.95
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	A+	A1	10/18/12	10/25/12	424,562.25	0.73	66.11	424,856.00	426,215.93
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	A+	A1	12/17/12	12/20/12	638,067.20	0.81	99.56	639,330.29	641,831.04
WAL-MART STORES INC GLOBAL NOTES DTD 04/11/2013 0.600% 04/11/2016	931142DE0	AA	Aa2	04/04/13	04/11/13	399,716.00	0.62	133.33	399,862.60	400,255.20
APPLE INC GLOBAL NOTES DTD 05/03/2013 0.450% 05/03/2016	037833AH3	AA+	Aa1	04/30/13	05/03/13	379,312.20	0.51	845.50	379,653.51	379,800.88
TOYOTA MOTOR CREDIT CORP DTD 05/17/2013 0.800% 05/17/2016	89236TAL9	AA-	Aa3	05/14/13	05/17/13	724,702.75	0.81	2,642.22	724,846.08	727,483.85
WELLS FARGO & COMPANY DTD 07/29/2013 1.250% 07/20/2016	94974BFL9	A+	A2	07/22/13	07/29/13	1,024,016.00	1.28	3,594.62	1,024,426.29	1,031,931.05



PFM Asset Management LLC



For the Month Ending October 31, 2014

Managed Account Detail of Securities Held

CITY OF ANTIOCH, 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
Corporate Note											
BERKSHIRE HATHAWAY FIN GLOBAL NOTES DTD 08/15/2013 0.950% 08/15/2016	084664BX8	930,000.00	AA	Aa2	08/06/13	08/15/13	929,507.10	0.97	1,865.17	929,704.42	935,164.29
AMERICAN HONDA FINANCE GLOBAL NOTES DTD 10/10/2013 1.125% 10/07/2016	02665WAB7	585,000.00	A+	A1	10/03/13	10/10/13	582,964.20	1.24	438.75	583,675.78	583,890.26
JPMORGAN CHASE & CO DTD 02/18/2014 1.350% 02/15/2017	46623EJY6	1,000,000.00	A	A3	02/12/14	02/18/14	999,500.00	1.37	2,850.00	999,615.41	1,001,484.00
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AM2	1,700,000.00	AA+	Aa1	04/29/14	05/06/14	1,699,099.00	1.07	8,677.08	1,699,243.21	1,699,855.50
JOHN DEERE CAPITAL CORP NOTES DTD 06/12/2014 1.125% 06/12/2017	24422ESN0	1,065,000.00	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	4,626.09	1,064,562.96	1,062,319.40
HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	565,000.00	A+	A2	06/16/14	06/23/14	564,141.20	1.35	2,611.56	564,241.28	566,407.98
CATERPILLAR FINANCIAL SE DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	770,000.00	A	A2	08/13/14	08/20/14	769,615.00	1.27	1,898.26	769,639.90	769,083.70
AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	370,000.00	A-	A2	09/18/14	09/23/14	369,504.20	1.60	605.36	369,521.31	371,106.67
Security Type Sub-Total		11,230,000.00					11,218,940.05	1.09	31,271.39	11,223,092.91	11,249,730.70

Certificate of Deposit

CREDIT SUISSE NEW YORK CERT DEPOS (FLOAT)	22549TDK1	1,700,000.00	A-1	P-1	07/11/13	07/15/13	1,700,000.00	0.68	506.23	1,700,000.00	1,700,753.10
SKANDINAVISKA ENSKILDA BY NY FLOAT CD	83051HUD6	1,700,000.00	A-1	P-1	01/07/14	01/10/14	1,700,000.00	0.56	702.82	1,700,000.00	1,701,385.50
WESTPAC BANKING CORP NY LT FLOAT CD	96121TWF1	1,350,000.00	A-1+	P-1	04/16/14	04/17/14	1,350,000.00	0.41	261.76	1,350,000.00	1,351,549.80
RABOBANK NEDERLAND NV NY CD	21684BPV0	1,700,000.00	A-1	P-1	05/09/14	05/13/14	1,700,000.00	0.71	5,682.25	1,700,000.00	1,693,431.20



PFM Asset Management LLC

Account 04380500 Page 7



Managed Account Detail of Securities Held

For the Month Ending **October 31, 2014**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit										
BANK OF NOVA SCOTIA HOUS CD FLOAT DTD 06/13/2014 0.414% 06/10/2016	06417HMU7	A+	Aa2	06/11/14	06/13/14	1,349,184.60	0.28	806.52	1,349,342.52	1,349,028.00
GOLDMAN SACHS BANK USA CD DTD 08/19/2014 0.900% 08/12/2016	38147J2L5	A-1	P-1	08/14/14	08/19/14	1,375,000.00	0.90	2,508.90	1,375,000.00	1,375,013.75
US BANK NA CINCINNATI (CALLABLE) CD DTD 09/11/2014 1.375% 09/11/2017	90333VPF1	AA-	Aa3	09/09/14	09/11/14	1,372,786.25	1.41	2,625.87	1,372,889.27	1,365,436.88
Security Type Sub-Total						10,546,970.85	0.70	13,094.35	10,547,231.79	10,536,598.23
Managed Account Sub-Total						68,625,000.00	0.73	215,642.99	69,122,902.21	69,199,241.68
Securities Sub-Total						\$68,625,000.00	0.73%	\$215,642.99	\$69,122,902.21	\$69,199,241.68
Accrued Interest										\$215,642.99
Total Investments										\$69,414,884.67

Bolded items are forward settling trades.



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending October 31, 2014

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	10/02/14	10/06/14	US TREASURY NOTES	912828SM3	1,350,000.00	(1,356,591.80)	(222.53)	(1,356,814.33)			
			DTD 03/31/2012 1.000% 03/31/2017								
	10/29/14	11/06/14	CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAC0	225,000.00	(225,000.00)	0.00	(225,000.00)			
			DTD 11/06/2014 1.194%								
			07/01/2016								
	10/29/14	11/06/14	CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAD8	150,000.00	(150,000.00)	0.00	(150,000.00)			
			DTD 11/06/2014 1.824%								
			07/01/2017								
	10/30/14	11/03/14	US TREASURY NOTES	912828TB6	3,850,000.00	(3,846,089.84)	(9,886.55)	(3,855,976.39)			
			DTD 07/02/2012 0.750%								
			06/30/2017								
INTEREST											
	10/06/14	10/06/14	SKANDINAVISKA ENSKILDA BY NY FLOAT CD	83051HUD6	1,700,000.00	0.00	2,372.50	2,372.50			
			DTD 01/10/2014 0.551% 01/04/2016								
	10/07/14	10/07/14	AMERICAN HONDA FINANCE GLOBAL NOTES	02665WAB7	585,000.00	0.00	3,290.63	3,290.63			
			DTD 10/10/2013 1.125% 10/07/2016								
	10/11/14	10/11/14	WAL-MART STORES INC GLOBAL NOTES	931142DE0	400,000.00	0.00	1,200.00	1,200.00			
			DTD 04/11/2013 0.600% 04/11/2016								
	10/15/14	10/15/14	JPMORGAN CHASE & CO GLOBAL NOTES	46623EJR1	650,000.00	0.00	3,575.00	3,575.00			
			DTD 10/18/2012 1.100% 10/15/2015								
	10/15/14	10/15/14	WESTPAC BANKING CORP NY LT FLOAT CD	96121TWF1	1,350,000.00	0.00	1,426.92	1,426.92			
			DTD 04/17/2014 0.411% 04/15/2016								
	10/15/14	10/15/14	CREDIT SUISSE NEW YORK CERT DEPOS (FLOAT)	22549TDK1	1,700,000.00	0.00	2,752.64	2,752.64			
			DTD 07/15/2013 0.631% 01/15/2015								
Transaction Type Sub-Total					5,575,000.00	(5,577,681.64)	(10,109.08)	(5,587,790.72)			





Managed Account Security Transactions & Interest

For the Month Ending October 31, 2014

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
INTEREST										
10/23/14	10/23/14	BANK OF NEW YORK MELLON (CALLABLE)	06406HCD9	640,000.00	0.00	2,240.00	2,240.00			
		DTD 10/25/2012 0.700% 10/23/2015								
10/23/14	10/23/14	BANK OF NEW YORK MELLON (CALLABLE)	06406HCD9	425,000.00	0.00	1,487.50	1,487.50			
		DTD 10/25/2012 0.700% 10/23/2015								
10/31/14	10/31/14	US TREASURY NOTES	9128280F0	950,000.00	0.00	9,500.00	9,500.00			
		DTD 05/02/2011 2.000% 04/30/2016								
Transaction Type Sub-Total							27,845.19			
SELL										
10/02/14	10/06/14	GENERAL ELEC CAP CORP (FLOATING)	36962G7A6	1,330,000.00	1,340,746.40	2,742.11	1,343,488.51	10,746.40	10,746.40	SPEC LOT
		DTD 07/12/2013 0.880% 07/12/2016								
10/28/14	11/06/14	US TREASURY NOTES	912828VG2	260,000.00	260,832.81	511.48	261,344.29	863.28	863.28	SPEC LOT
		DTD 06/17/2013 0.500% 06/15/2016								
10/28/14	11/06/14	US TREASURY NOTES	912828KZ2	110,000.00	115,293.75	1,253.19	116,546.94	(4,417.19)	156.26	SPEC LOT
		DTD 06/30/2009 3.250% 06/30/2016								
10/30/14	11/03/14	US TREASURY NOTES	912828B41	1,000,000.00	1,002,109.38	968.07	1,003,077.45	820.32	1,300.26	SPEC LOT
		DTD 01/31/2014 0.375% 01/31/2016								
10/30/14	11/03/14	US TREASURY NOTES	912828PJ3	1,900,000.00	1,924,640.63	11,135.25	1,935,775.88	(33,175.77)	3,783.04	SPEC LOT
		DTD 11/30/2010 1.375% 11/30/2015								
10/30/14	11/03/14	US TREASURY NOTES	912828PS3	920,000.00	940,448.44	4,750.00	945,198.44	(9,307.81)	1,071.18	SPEC LOT
		DTD 01/31/2011 2.000% 01/31/2016								
Transaction Type Sub-Total							5,605,431.51	(34,470.77)	17,912.31	
Managed Account Sub-Total							45,485.98	(34,470.77)	17,912.31	
Total Security Transactions							\$39,096.21	(\$34,470.77)	\$17,912.31	



**STAFF REPORT TO THE ANTIOCH CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF NOVEMBER 25, 2014**

Prepared by: Dawn Merchant, Finance Director

Date: November 17, 2014

Subject: Approval of Extension of Contract for Professional Auditing Services for Fiscal Year Ending June 30, 2015.

Recommendation

Authorize the City Manager to sign an extension of the Professional Services Agreement for auditing services with Badawi & Associates, Certified Public Accountants, for fiscal year ending June 30, 2015.

Background

In 2013, the City Council authorized a contract for professional auditing services for the fiscal years ending June 30, 2013 and 2014 with Badawi & Associates, Certified Public Accountants. The City has been very pleased with the audit firm's professionalism and expertise and would like to extend the contract an additional year before going out to bid for services again. This request is being made in light of substantial accounting implementation that will be needed in this upcoming audit year for GASB 68 related to Pension Accounting. This accounting pronouncement will require substantial changes to our financial statements. Badawi & Associates has been significantly involved with CalPERS (state pension fund to which the City belongs), GFOA (Government Finance Officers Association) and GASB (Governmental Accounting Standards Board) for implementation and accounting issues related to this pronouncement and has been providing the City invaluable guidance as we move forward with how to implement. It is in the City's best interest to extend the contract for one additional year so that we are not trying to implement this pronouncement as well as bring new auditors up to speed on our operations and provide historical background documentation, which is a laborious part of starting up a new contract with auditors.

Badawi & Associates, Certified Public Accountants, has proposed audit fees of \$69,552 for the fiscal year ending June 30, 2015, representing a 3% increase over the prior contract cost of \$67,526. The City will go out to bid for auditing services at the expiration of the contract extension.

Financial Impact

The fees for professional auditing services are included in the fiscal year 2015 budget and projected fiscal year 2016 budget.

Attachment

Proposal Letter for Extension of Contract from Badawi & Associates, Certified Public Accountants



November 10, 2014

Ms. Dawn Merchant
Finance Director
City of Antioch
Third & "H" Streets
Antioch, CA 94509

Dear Ms. Merchant:

I would like to take this opportunity to thank you and your staff for the confidence and support you have provided to us over the past years. I would also like to take this opportunity to present this letter for your consideration regarding extending the Badawi & Associates audit contract with the City of Antioch.

Over the past years, we have developed an understanding of the City's operation that has aided us in providing quality audit services. With that knowledge, we've been able to expand our audit efforts and provide observations that, hopefully, have assisted City staff. We have also demonstrated our ability to respond to requests of the City and our ability to deliver a quality product. We trust the City has been satisfied with our efforts.

Per your request, we are pleased to present this proposal to provide audit services to the City for the year ending June 30, 2015. The objective of our audit is to issue an opinion regarding the fairness of presentation of the City's financial position in accordance with generally accepted accounting principles. The audit to be performed will follow generally accepted auditing standards, U.S. General Accounting Office's Government Auditing Standards, Single Audit Act and OMB A-133.

Our fees for the year 2015 will be \$69,552.

The service we will provide will follow the guideline as outline in the original proposal to the City. We would very much like to continue our relationship with the City and stand ready to provide the level of service and commitment for which the City has become accustomed.

If you have any questions, please feel free to call me at (510)-768-8244.

Sincerely,

A handwritten signature in black ink that reads 'Ahmed Badawi' with a stylized flourish at the end.

Ahmed Badawi
President
Badawi & Associates, CPA
Oakland, California

RESPONSE:

This letter correctly sets forth the understanding of the City of Antioch.

By: _____

Title: _____

Date: _____

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 25, 2014**

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

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

DATE: November 17, 2014

SUBJECT: Approval of Resolution Authorizing the Submission of a Grant Application to the Department of Water Resources for the West Antioch Creek Channel Improvements Project (P.W. 201-6)

RECOMMENDATION

It is recommended the City Council adopt a resolution authorizing the City of Antioch to apply for grant funding from the California Department of Water Resources and authorizing the City Manager or his designee to sign and submit the application.

BACKGROUND INFORMATION

On September 23, 2014, the City Council approved and adopted the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Report Program for the West Antioch Creek Channel Improvements project and selected the final design parameters for the work. The project will improve flood capacity north of Tenth Street to a 25-year level of protection by constructing a new culvert and earthen channel system between Eighth Street and Tenth Street and desilting the existing earthen channel downstream to the San Joaquin River. The cost of this project is currently estimated to be more than the budgeted funding.

Staff recommends that the City seek an additional \$1,000,000 in Urban Stream Restoration Program grant funding from California Department of Water Resources to assist in the current funding shortfall. This grant opportunity requires the City to have a citizen's group or non-profit organization co-sponsor. Staff has partnered with Learner-Centered School, Inc., a non-profit, public benefit corporation that operates the Antioch Charter Academy II, which is located near the intersection of West 10th Street and 'O' Street. The school's close proximity to West Antioch Creek provides a unique opportunity for the children to observe the benefits of this project.

FINANCIAL IMPACT

No specific amount of matching funds are required to receive this grant, however the City must make a contribution to the project. This may be a financial match of the grant, an in-kind contribution, or a combination of both. Current funding for this project is provided from a Proposition 1E Grant from the California Department of Water Resources, Drainage Area 55 Impact Fees, Assessment District 27 Funds and NPDES Funds.

SB/lm

11-25-14

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as Strategy K-5 by reducing the City's liability from third party claims and continuing to comply with regulatory requirements of state and federal agencies.

OPTIONS

None

ATTACHMENTS

None

RESOLUTION NO. 2014/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
TO THE STATE OF CALIFORNIA APPLYING FOR AN URBAN STREAMS
RESTORATION PROGRAM GRANT AND DETERMINING APPROPRIATE
ENVIRONMENTAL IMPACT DOCUMENT, CONDITIONALLY ACCEPTING GRANT IF
OFFERED AND DESIGNATING PROJECT REPRESENTATIVE, CONTRACT
MANAGER AND FISCAL AGENT FOR THE WEST ANTIOCH CREEK CHANNEL
IMPROVEMENT PROJECT, P.W. 201-6

WHEREAS, the California Department of Water Resources, FloodSAFE Environmental Stewardship and Statewide Resources Office, Urban Streams Restoration Program has announced the availability of funds for grants; and

WHEREAS, said grants are intended to help solve flooding and erosion problems in a way that provides environmental enhancement; and

WHEREAS, the City of Antioch has proposed to sponsor a grant application with the Learner-Centered School, Inc., a non-profit, public benefit corporation; and

WHEREAS, the City Council has concluded that the project proposed for funding with grants would be environmentally beneficial and has adopted the Final Initial Study/Mitigated Negative Declaration on Tuesday, September 23, 2014;

WHEREAS, we consider the prospects of receiving a grant to be reasonably likely;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch approves the joint application with the Learner-Centered School, Inc., for an Urban Streams Restoration Program grant;

BE IT FURTHER RESOLVED, if offered such a grant, the City Council authorizes the City Manager or his designee to accept and sign any contract for administration of the grant funds and Director of Public Works/City Engineer or his designee to act as Project Manager for the project; delegates authority to the Project Manager to manage the Agreement, including the submission of invoices; delegates authority to provide management and support services required for performance of the work and administration of the Agreement.

* * * * *

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

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF NOVEMBER 25, 2014**

FROM: Dawn Merchant, Finance Director

DATE: November 12, 2014

SUBJECT: Approve Funding of One Business License Representative Position
Subject to Certification of November 4, 2014 Election Results

RECOMMENDATION

Approve funding of one Business License Representative position subject to certification of November 4, 2014 election results affirming passage of Measure O. This will require a General Fund budget amendment for projected salaries and benefits in the amount of \$42,715 for the rest of fiscal year 2014-15.

DISCUSSION

The City placed Measure O on the ballot for the November 4, 2014 election. Measure O updates the City's current business license tax ordinance to include a Residential Landlord Business License Tax and to confirm the existing business license tax with an increase in the minimum tax. Measure O imposes an annual business license tax on residential landlords on the rental or leasing of detached single family dwelling units at \$250.00 per dwelling unit and attached multi-family dwelling units at \$150.00 per dwelling unit. The minimum tax for those businesses subject to the gross receipts tax formula, except for certain home occupation businesses, will be increased to \$100. Uncertified results of the election as of November 7th indicate the measure passing by 51.41%

The City does not currently have a Business License Representative position funded as this position was frozen when the City endured layoffs and implementation of other cost savings measures when the recession began. The duties of this position are currently spread among several staff members. Not only is a Business License Representative position essential in implementing Measure O, but is generally needed to ensure compliance and revenue collection with the business license program. Most cities, and likely all cities of Antioch's size, have someone dedicated to administering the business license tax program. In addition, it will be a monumental task to determine rental units for those landlords that do not voluntarily comply.

As Measure O will not take effect until after certification of official election results, staff is recommending City Council approve funding a position subject to certification of results. This will require a General Fund budget amendment in the amount of \$42,715, which represents the projected cost of the position for six months of the current fiscal year. If approved, a full year of funding will be included in the next budget year. Funding for the position will be provided by revenues generated from Measure O. By taking action now,

F

11-25-14

the Finance Department can take the preliminary steps in the recruitment process with the Human Resources Department.

Once certified election results are released, staff will begin community notification of the changes to the business license tax. We expect to begin enforcement of the new rates and collections no sooner than January 1, 2015. For those businesses with existing active licenses, the new tax rates (for both the minimum tax due and per dwelling unit costs), will be due upon renewal of the existing license; we will not be requesting those businesses to pay the City the difference in tax due under the new rates for current licenses.

STRATEGIC PURPOSE

Consideration of this item is consistent with Strategic Plan Long Term Goal N, Financial Services to achieve and maintain financial stability and transparency. City Council implemented Strategy N-2 of this Long Term goal by updating the Business License Tax to help ensure the City achieves long-term fiscal sustainability through a local tax measure, which appears to be approved by the voters. Funding the Business License Representative position falls within implementation of this measure.

ATTACHMENTS

None.

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF NOVEMBER 25, 2014**

FROM: Lynn Tracy Nerland, City Attorney



DATE: November 20, 2014

**SUBJECT: Settlement Agreement with American Tower, L.P. regarding
Telecommunication Facility Leases**

RECOMMENDED ACTION:

Motion to receive and file. A settlement with American Tower, L.P. was reached within the authority previously given to the City Attorney in closed session.

BACKGROUND:

The City has entered into leases for telecommunication facilities with a number of companies at various City-owned properties, including water tank sites. Currently, American Tower has leases with the City to operate telecommunications tower facilities at 4701 Vista Grande Drive and 75 Walton Lane (two tower facilities).

A dispute arose over American Tower's payment of back rent, as well as additional Police Department equipment on the Vista Grande site for which the City has currently been paying rent. The proposed Release and Settlement Agreement (Attachment A) resolves the dispute with American Tower paying the City \$43,570.54 for the disputed back rent. The remaining issue is the City's proposal to subtract \$3,400 from this settlement amount for the City's pre-payment of the Police Department's rental obligation under the existing lease, for a final payment to the City of \$40,170.54. Staff hopes to have confirmation of that term and a signed Release and Settlement Agreement from American Tower by the time of the City Council meeting.

The Settlement Agreement also indicates that the City will consider American Tower's proposals to extend the lease terms, but with no commitment to agree to such an extension or under what terms.

No options are presented because the action is consistent with the direction provided in closed session.

FISCAL IMPACT:

The settlement payment will be made into the City's General Fund. Although there have been conceptual proposals from other entities to buy-out the City's lease interests, at this time, it appears to be more prudent to maintain long-term, regular revenue opportunities than one-time payments.

16
11/25/14

STRATEGIC GOALS:

Long Term Goal M: Legal Services. Provide legal counsel to the City Council and staff to enable and support all City policies, procedures and initiatives.

Long Term Goal N: Financial Services. Achieve and maintain financial stability and transparency.

Strategy N-2: Ensure the City achieves long-term fiscal sustainability.

ATTACHMENTS:

- A. Release and Settlement Agreement

11-19-14

RELEASE AND SETTLEMENT AGREEMENT

This **RELEASE AND SETTLEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the ___ day of _____, 20____, by and among the City of Antioch, a California municipal corporation ("**Landlord**") and American Tower, L.P., a Delaware limited partnership and SpectraSite Communications, LLC, a Delaware limited liability company (collectively, "**American Tower**").

RECITALS

- A. Landlord owns certain real property located at 4701 Vista Grande Drive (the "**Brentwood Oakley Site**") and 75 Walton Lane (the "**Walton Lane Site**") (collectively, the "**Properties**"). American Tower currently operates one (1) communications tower facility at the Brentwood Oakley Site and two (2) separate communications tower facilities at the Walton Lane Site.
- B. On or about July 23, 1996, the City of Antioch, California and Diablo Communications, Inc., as predecessor in interest to American Tower, L.P., entered into that certain Land Lease Agreement (as the same may have been amended, renewed, extended, restated, assigned, and/or otherwise modified from time to time, collectively, the "**Brentwood Oakley Site Lease**") for the purpose of allowing American Tower to lease a tract or parcel of the Property to construct, operate and maintain a communications site, related improvements, replacements, additions and for any other lawful use compatible therewith.
- C. On or about July 23, 1996, the City of Antioch, California and Diablo Communications, Inc., as predecessor in interest to American Tower, L.P., entered into that certain Land Lease Agreement (as the same may have been amended, renewed, extended, restated, assigned, and/or otherwise modified from time to time, collectively, the "**Walton Lane ATC Site Lease**") for the purpose of allowing American Tower to lease a tract or parcel of the Property to construct, operate and maintain a communications site, related improvements, replacements, additions and for any other lawful use compatible therewith.
- D. On or about March 13, 2008, the City of Antioch and SpectraSite Communications, LLC entered into that certain Communications Site Lease Agreement (as the same may have been amended, renewed, extended, restated, assigned, and/or otherwise modified from time to time, collectively, the "**Walton Lane SSI Site Lease**") for the purpose of allowing American Tower to lease a tract or parcel of the Property to construct, operate and maintain a communications site, related improvements, replacements, additions and for any other lawful use compatible therewith. (The Brentwood Oakley Site Lease, Walton Lane ATC Site Lease and the Walton Lane SSI Site Lease shall hereinafter be collectively referred to and referenced as the "**Ground Lease Agreements**").
- E. Disputes have arisen between the parties relating to certain rental payments from the Tenant to Landlord under the Ground Lease Agreements.
- F. The parties hereto have entered into a settlement of all matters and controversies between them to the extent set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, payments and agreements set forth below, none of which shall constitute an admission of liability or admission against interest, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which the parties hereby acknowledge, the parties hereto hereby agree and covenant as follows:

1. The recitals set forth above are hereby incorporated in and made a part of this Agreement.
2. American Tower shall pay Landlord the sum of Forty- Three Thousand Five Hundred Seventy and 54/100 Dollars (\$43,570.54) for settlement of the disputed rent, minus \$3400 for complete payment of the City of Antioch Police Department's rental obligation under the existing lease, as amended, for the Brentwood-Oakley/Vista Grande site (site 8556). Accordingly, American Tower shall pay Landlord the sum of Forty Thousand One Hundred Seventy and 54/100 Dollars **\$40,170.54**, within twenty (30) days of the City's approval of this Agreement.
3. Landlord shall execute and deliver to American Tower the pending consent letters for T-Mobile, Verizon Wireless, and AT&T, as attached hereto and incorporated herein as Exhibit A, upon receipt of the compensation set forth in Section 2.
4. Upon performance of the obligations in this Agreement, Landlord will consider any formal proposal that Tenant wants to submit regarding: i) term length extensions under both the Brentwood Oakley Site Lease and the Walton Lane ATC Site Lease; and (ii) equipment modifications by Landlord at the Brentwood Oakley Site and one of the Walton Lane Sites.
5. Landlord does hereby unconditionally, knowingly, and completely remise, release, and forever discharge American Tower, together with American Tower's past and present parent companies, predecessors, subsidiaries, affiliates, agents, employees, officers, directors, partners, stockholders, members, managers, heirs, successors, and assigns and all other persons acting on behalf of or claiming under American Tower (collectively, the "**American Tower Parties**") from any and all claims, lawsuits, liabilities, demands, actions or causes of action, and debts of any kind or character whatsoever, whether at law or in equity, whether known or unknown, asserted or unasserted, which Landlord had, now has, or may have in the future arising out of or in any way related to any conduct or any alleged acts or omissions of any nature whatsoever, relating in any manner whatsoever to any payments made or not made under the Ground Lease Agreements prior to the Effective Date.

American Tower does hereby unconditionally, knowingly, and completely remise, release, and forever discharge Landlord, its officers, officials, employees successors, and assigns (collectively "Landlord"), from any and all claims, lawsuits, liabilities, demands, actions or causes of action, and debts of any kind or character whatsoever, whether at law or in equity, whether known or unknown, asserted or unasserted, which American Tower had, now has, or may have in the future arising out of or in any way related to any conduct or any alleged acts or omissions of any nature whatsoever, relating in any manner whatsoever to any payments made or not made under the Ground Lease Agreements and any equipment of Landlord at the Brentwood Oakley Site Lease and the Walton Lane ATC Site Lease prior to the Effective Date.

6. Each of the parties hereto have the capacity, right, power, and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement have been authorized by all necessary corporate and/or company authorizations of the parties hereto. No other proceedings or actions by the parties hereto are necessary to authorize the execution and delivery of this Agreement or to carry out the transactions contemplated herein. No consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery by each of the parties hereto of this Agreement or the consummation by the parties hereto of the transactions contemplated in this Agreement. This Agreement constitutes a valid and binding obligation of each of the parties hereto.

7. This Agreement represents and constitutes a full and final settlement of disputed claims and of all liabilities claimed and denied to the extent provided herein and nothing in this Agreement should be

construed as or shall be an admission of liability, obligation, or wrongdoing whatsoever by any party hereto.

8. This Agreement shall be construed in accordance with the laws of the state of California, without regard to the conflicts of laws principles of such state.

9. The parties hereto each represent and warrant that there have been no representations or promises made by the other upon which either has relied in connection with this Agreement, other than what is set forth herein in writing. This Agreement constitutes the parties' final and entire agreement on the matters expressed herein and supersedes all prior negotiations, discussions, representations or agreements regarding settlement of the disputes resolved by this Agreement.

10. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement, binding on all the parties hereto, even though all of the parties hereto are not signatories to the original or the same counterpart. Furthermore, the parties hereto may execute and deliver this Agreement by electronic means such as .pdf or similar format. Each of the parties hereto agrees that the delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties hereto may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

11. No change, amendment, or modification to or of this Agreement shall be valid unless it is in writing and signed by all of the parties hereto.

12. The parties hereto recognize and agree that the terms and provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns, if any, of the parties hereto.

THE UNDERSIGNED HAVE HAD THE FULL, COMPLETE AND UNRESTRICTED RIGHT TO HAVE EACH AND EVERY PARAGRAPH, TERM AND/OR PROVISION OF THIS AGREEMENT AND EACH AND EVERY RESULT AND CONSEQUENCE OF ITS EXECUTION BY THE UNDERSIGNED FULLY EXPLAINED TO THE UNDERSIGNED BY COMPETENT AND EXPERIENCED LEGAL COUNSEL SELECTED AND RETAINED SOLELY BY THE UNDERSIGNED. THE UNDERSIGNED FULLY UNDERSTAND THIS AGREEMENT, FULLY, FREELY AND VOLUNTARILY AGREE TO AND ACCEPT EACH AND EVERY PARAGRAPH, TERM AND/OR PROVISION CONTAINED IN THIS AGREEMENT, AND FULLY, FREELY AND VOLUNTARILY AGREE TO AND ACCEPT THE AGREEMENT AS BINDING UPON THE UNDERSIGNED FOR ANY AND ALL PURPOSES WHATSOEVER.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written (the "**Effective Date**").

CITY OF ANTIOCH, a California municipal corporation

Name: _____

Title: _____

Date: _____

AMERICAN TOWER, L.P., a Delaware limited partnership

Name: _____

Title: _____

Date: _____

SPECTRASITE COMMUNICATIONS, LLC, a Delaware limited liability company

Name: _____

Title: _____

Date: _____

EXHIBIT A

[See Attached Consent Letters]

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 17 - NOVEMBER 13, 2014
FUND/CHECK#

239 Redevelopment Obligation Retirement Fund

353613 GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	416.00
353638 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	8,878.32

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 17 - NOVEMBER 13, 2014
FUND/CHECK#

227 Housing Fund		
Housing - CIP		
923165 HOUSE, TERI	CONSULTING SERVICES	292.50

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 25, 2014**

Prepared by: Nancy Kaiser, Parks and Recreation Director
Nancy Kaiser
Date: November 18, 2014
Subject: Parks and Recreation Commission Appointments

RECOMMENDATION

It is recommended that the City Council receive and file the attached applications, and the Mayor nominate and Council appoint, two members to the Parks and Recreation Commission.

BACKGROUND INFORMATION

The Parks and Recreation Commission has two partial-term vacancies: one term expires March 2016, and the second term expires April 2018. Four residents submitted applications during the recruitment period ending October 16, 2014. The applicants were interviewed by the Mayor, the Parks and Recreation Commission Chair and Nancy Kaiser, Parks and Recreation Director.

The applicants are as follows:

Beverly Knight
Loretta Sweatt
Lori Cook
Steve Blasdell

FINANCIAL IMPACT

Administering the Commission is a budgeted function of the Department.

STRATEGIC PURPOSE:

Long Term Goal L: City Administration. Provide exemplary City administration.

- **Strategy L-7:** Coordinate City Boards and Commissions administrative requirements.

ALTERNATIVES

The Council could keep the positions vacant and continue the recruitment for additional applications. This alternative is not recommended.

ATTACHMENTS

A. Applications



RECEIVED

OCT 01 2014

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 5:00 p.m. Thursday, October 16, 2014

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION - Two (2) partial Terms

Print your name Beverly Knight
Address [REDACTED] City Antioch
ZIP Code [REDACTED] Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]
e-mail address [REDACTED]
Employer Self

Address [REDACTED] City Antioch
Occupation Family Childcare Provider
How long have you lived in Antioch? 36 Years

List the three (3) main reasons for you interest in this appointment: _____

As a Childcare Provider I use the parks daily. I can be a voice for the needs of the children in our community. I would like to help maintain and restore our city parks.

Have you attended any meetings of this commission? No

Have you had any previous city community service on this commission? (If yes, please explain) _____

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? _____

In 2012 I adopted Antioch City Park. I'm out there at least four mornings a week cleaning the park. After the children are picked up from school we stop at different city parks to run & play before we go home. I believe the knowledge I've gained from my daily routine can be helpful to the Parks & Recreation Commission.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

Through the Commission I would like to start a successful adopt a park program. I would like to have someone like me in every city park to give them the extra love they deserve.

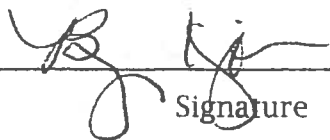
The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? _____

Please attach your resume (required to be considered for appointment).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top three/four candidates will undergo a background check by the Antioch Police Department prior to appointment.

DELIVER OR MAIL TO: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007


Signature

Oct. 1, 2014
Date

RECEIVED

SEP 29 2014

CITY OF ANTIOCH
CITY CLERK



APPLICATION DEADLINE: 5:00 p.m. Thursday, October 16, 2014

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION - Two (2) partial Terms

Print your name Loretta Sweatt _____

Address _____ City Antioch

ZIP Code _____ Phone (H) _____ (W) _____

e-mail address _____

Employer n/a

Address _____ City _____

Occupation Accounting and Real Estate

How long have you lived in Antioch? 2 years

List the three (3) main reasons for you interest in this appointment: _____

I feel I can contribute to the good and well-being of Antioch and its citizens.

I love the outdoors and spent many hours/days/weekend in parks/recreational areas.

I feel I could be part of Antioch in a meaningful way in this position.

Have you attended any meetings of this commission? not yet

Have you had any previous city community service on this commission? (If yes, please explain) no

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? I love the outdoors, good health, good environment, sustainability.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application: I have real estate, accounting and property management experience. _____

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? _____ yes _____

Please attach your resume *(required to be considered for appointment)*.

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top three/four candidates will undergo a background check by the Antioch Police Department prior to appointment.

DELIVER OR MAIL TO: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007

Loretta Sweatt

Signature

9-25-2014

Date

- The Commissioners serve in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions.
- Surveying all current and future public and private recreation facilities.
- Recommend coordinated recreation programs for the City.
- Survey current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.
- Must be a resident of the City of Antioch.
- 7 member board - 4 year terms
- Meetings are held the third Thursday of every other month at 7:00 p.m. in the City Council Chambers at 200 H Street.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

LORETTA SWEATT

PROGRAMS

Windows 8, Quick Books Pro 2011, Peachtree 2010, Yardi Genesis, Excel, Word 2010, Surface Tablet and Apps, Filemaker 2012
ADP, Paychex, Verizon Field Force Manager

EDUCATION

BA: Liberal Arts, Holy Names College,
Diablo Valley College, Accounting & Business Administration
Former Realtor, Current Notary Public

BACKGROUND

Real Estate, Property Management, Hotels
20 years' experience

EMPLOYMENT

2010-2012 East Bay Sotheby's International Realty, Inc. Montclair Village, Oakland
Accounting Manager, Exempt Position
All Accounting, Escrows, Payroll, HR, Year End CPA Prep, Audits
Supervisor: Mark Attarha, Owner/Managing Broker (510) 339-4004

2005-2009 Total Property Solutions, Pleasant Hill, CA.
Accounting Manager, Exempt Position
– \$40 Million Trust held Real Estate
– 5 sets of books and bank accounts
– 54 properties/300 units-Homes, Apts., Offices
– Oversee all Accounting Functions & Staff
– Produce All Financial Statements & Year End
– Produce Owner's Property Monthly Rental Reports

~~CONFIDENTIAL~~
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Page 1 of 2

- Produce Management Fees
- Job Costing & Billing Payroll to Properties
- Supervise and Train Accounts Receivable/Accounts Payable
- Manage Cash Flow-Forecast & Disbursements
- Reconcile Bank Accounts
- Process 35-Employee Payroll
- Review & Post Payroll Taxes & Reports
- Interface and Support Legal & CPA Firms
- Build and Update Chart of Accounts
- Train on new Office Systems & Software
- Advise on Company Business & Financial Endeavors

Supervisor: Hunter Miley, Owner (925) 933-1400

Prior Supervisor: Todd Lockwood, Owner (925) 945-1293

- 1995—2000 - Various Part Time/Temp/Contract/Free Lance Employment:
- 2004—2005 - Environmental Realty Company, Martinez
- 2000—2004 - Various Part Time/Temp/Contract/Free Lance Employment
- 2000—2000 - Safeway, Pleasanton, Special Contract Project
- 1999—2000 - Valley Construction, Temp Full Time, Walnut Creek
- 1998—1999 - Intercontinental Services, Martinez
- 1997—1998 - David Deutscher Real Estate Arena, Pleasant Hill
- 1995—1996 - Marriott Hotel, Berkeley Marina

~~E-MAIL: torettasweat@...
 ...
 ...~~

SECRET



RECEIVED

JUN 12 2014

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 5:00 p.m. Thursday, June 12, 2014

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION - One (4) 4-year Term

Print your name Lori J. Cook

Address [REDACTED] City Antioch

ZIP Code 94509 Phone (H) [REDACTED] (W) [REDACTED]

e-mail address [REDACTED]

Employer AUSD - Dozier Libbey High School

Address [REDACTED] City Antioch

Occupation Nutrition Services

How long have you lived in Antioch? 28 years

List the three (3) main reasons for you interest in this appointment: _____

Cleaning up Antioch

I take pride in my city and neighborhood

I would like to make Antioch better.

Have you attended any meetings of this commission? No

Have you had any previous city community service on this commission? (If yes, please explain) _____

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? I am very involved in

Neighborhood Watch and am the

co-winner of Citizen of the Year

2014

called 10/22/2014
still interested in moving forward per phone conversation

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I believe in my city and would like to help to make it better.

[Redacted]

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? Yes

Please attach your resume (required to be considered for appointment). *I will bring one on Monday. My computer is not working right.*

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top three/four candidates will undergo a background check by the Antioch Police Department prior to appointment.

DELIVER OR MAIL TO: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007

[Handwritten Signature]

Signature

6-12-2014
Date

Lori Cook Resume (1)

Lori Cook

[REDACTED]

Professional Summary

I presently work part-time for the Antioch Unified School District at Dozier Libbey High School. I have been there for 3 years and will continue.

Core Qualifications

Bill and I have lived in Antioch since 1986 and have seen the good and bad. I would like to help make a change.

Experience

Mainly I have worked for myself taking care of the elderly and doing small misc jobs for them.

Professional Affiliations

I am presently the Neighborhood watch Captain of my neighborhood and the co-winner of Citizen Of The Year 2014 with Beverly Knight. I also have a Facebook page, Cleaning Up Antioch, One Home At A Time. We show residents how to approach their neighbors with different problems they are having and we also do group cleanups when people dump illegally. I am also a member of RPS and the Rivertown Jamboree Committee.

[REDACTED]



RECEIVED

OCT 09 2014

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 5:00 p.m. Thursday, October 16, 2014

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION - Two (2) partial Terms

Print your name Steve Blasdell

Address [REDACTED] City [REDACTED]

ZIP Code [REDACTED] Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]

e-mail address [REDACTED]

Employer Comcast

Address [REDACTED] City [REDACTED]

Occupation [REDACTED]

How long have you lived in Antioch? 7 years

List the three (3) main reasons for you interest in this appointment: _____

1. Being apart of the community and to to help provide a clean, safe, and fun environment for my daughter and citizens of all ages

2. To serve the city of Antioch by making it a better place to live, work and play

3. Assist in the development and growth of recreational programs and to maintain Antioch's existing parks.

Have you attended any meetings of this commission? No

Have you had any previous city community service on this commission? (If yes, please explain) N/A

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? _____

Received Bachelors degree in Business Administration from JFK University in Pleasant Hill. I have a background in

I.T and electrical construction in residential, commercial and industrial applications. These skills are a requirement

for any project. In the United States Marine Corps I served as the non-commissioned safety officer ensuring the safety

of Marines by monitoring and evaluating facilities and processes. I also helped plan gala events for troops in Okinawa.

~~CONFIDENTIAL~~
~~1011 JAMES B...~~
~~...~~

BUSINESS MANAGEMENT

Key Strengths

Leadership | Customer Service & Support | Project Management
Collaboration | Records Management | Scheduling | Training and Development
Quality Control | Problem Solving | Time Management | Decision Making

Proficient in MS Office, Excel, PowerPoint

EDUCATION

Bachelor of Arts and Science, Business Administration

JFK University, Pleasant Hill, CA

PROFESSIONAL EXPERIENCE

Human Resource Assistant *Present*

HR Representative - assignment in Concord, CA

AllsourcePPS, Huntington Beach, CA 92647

- Create and manage new hire benefit and separation packets
- Consistently assist and respond to questions and requests with all levels of employees on a daily basis
- Processed new hire equal employment, non-disclosure agreements and I-9 worksheets
- Expertly performed clerical and administrative duties for the HR Service Center at PG&E using fax, copiers, email and general office tools Assist HR Service Center and other departments in daily tasks, in accordance with federal and state guidelines
- Daily use of SAP and familiar with Hire Right and BMC tracking systems and software
- Proficient and daily use of excel and word software programs to track new hire data and forms
- Facilitated change of address, benefit enrollment and open enrollment requests from all levels of management
- Excellent written and verbal communication skills using phone and email formats while using a high level of organizational and decision making ability

Journeyman *2005-2013*

Independent Electrician, Contra Costa County

<i>Alhambra Electric, Martinez, CA 94553</i>	<i>Newtron Electric</i>	<i>Del Monte Electric</i>	<i>Olsen Electric</i>
<i>Collins Electric</i>	<i>Contra Costa Electric</i>	<i>Dawson Electric</i>	<i>EL Electric</i>
<i>Integrated Electric Systems</i>	<i>E.W Scott Electric</i>	<i>Morrow Meadows</i>	

- Perform project management activities within the Lighting Division of DVC project
- Oversee and train temporary workers and apprentices
- Responsible for apprentice training on safety procedures, installation of conduit, lighting and wiring
- Install Conduit and raceways



RECEIVED

OCT 09 2014

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 5:00 p.m. Thursday, October 16, 2014

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION - Two (2) partial Terms

Print your name Steve Blasdell

Address [REDACTED] City [REDACTED]

ZIP Code [REDACTED] Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]

e-mail address [REDACTED]

Employer Comcast

Address [REDACTED] City [REDACTED]

Occupation [REDACTED]

How long have you lived in Antioch? 7 years

List the three (3) main reasons for you interest in this appointment: _____

1. Being apart of the community and to to help provide a clean, safe, and fun environment for my daughter and citizens of all ages

2. To serve the city of Antioch by making it a better place to live, work and play

3. Assist in the development and growth of recreational programs and to maintain Antioch's existing parks.

Have you attended any meetings of this commission? No

Have you had any previous city community service on this commission? (If yes, please explain) N/A

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? _____

Received Bachelors degree in Business Administration from JFK University in Pleasant Hill. I have a background in I.T and electrical construction in residential, commercial and industrial applications. These skills are a requirement for any project. In the United States Marine Corps I served as the non-commissioned safety officer ensuring the safety of Marines by monitoring and evaluating facilities and processes. I also helped plan gala events for troops in Okinawa.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

It is very important to me, to not only live in a community but to participate in it as well. My family has a long line of Military and Public service, which is apart of my up bringing and culture. I welcome the challenge and opportunity to be a key contributor in its growth, success and safety of its parks and recreational activities, events and liveliness. Antioch like all cities are living breathing entities, which should provide a unique diverse culture, positive experiences, and pride to its inhabitants. Parks and recreational events, activities and happenings can restore and bestow dignity and honor to its citizens. It would be a great privilege and distinction to serve Antioch California.

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? Yes _____

Please attach your resume (required to be considered for appointment).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top three/four candidates will undergo a background check by the Antioch Police Department prior to appointment.

DELIVER OR MAIL TO: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007

Signature

Date

[REDACTED]
1011 James Street, Concord, CA 94601
[REDACTED]
[REDACTED]

BUSINESS MANAGEMENT

Key Strengths

Leadership | Customer Service & Support | Project Management
Collaboration | Records Management | Scheduling | Training and Development
Quality Control | Problem Solving | Time Management | Decision Making

Proficient in MS Office, Excel, PowerPoint

EDUCATION

Bachelor of Arts and Science, Business Administration
JFK University, Pleasant Hill, CA

PROFESSIONAL EXPERIENCE

Human Resource Assistant *Present*

HR Representative - assignment in Concord, CA

AllsourcePPS, Huntington Beach, CA 92647

- Create and manage new hire benefit and separation packets
- Consistently assist and respond to questions and requests with all levels of employees on a daily basis
- Processed new hire equal employment, non-disclosure agreements and I-9 worksheets
- Expertly performed clerical and administrative duties for the HR Service Center at PG&E using fax, copiers, email and general office tools Assist HR Service Center and other departments in daily tasks, in accordance with federal and state guidelines
- Daily use of SAP and familiar with Hire Right and BMC tracking systems and software
- Proficient and daily use of excel and word software programs to track new hire data and forms
- Facilitated change of address, benefit enrollment and open enrollment requests from all levels of management
- Excellent written and verbal communication skills using phone and email formats while using a high level of organizational and decision making ability

Journeyman *2005-2013*

Independent Electrician, Contra Costa County

Alhambra Electric, Martinez, CA 94553 *Newtron Electric*

Collins Electric

Integrated Electric Systems

Contra Costa Electric

E.W Scott Electric

Del Monte Electric

Dawson Electric

Morrow Meadows

Olsen Electric

EL Electric

- Perform project management activities within the Lighting Division of DVC project
- Oversee and train temporary workers and apprentices
- Responsible for apprentice training on safety procedures, installation of conduit, lighting and wiring
- Install Conduit and raceways

- Effectively conduct employee orientations to ensure accuracy and quality control while managing and working within employee teams
- Assisted and effectively communicated to management about potential problems with the ability to independently problem-solve and escalate issues when necessary.
- Create and maintain calendar to ensure completion on time and within budget deadlines
- Assisted other teams and distributed work accordingly

Network Analyst / Installer 1996-2005

Comcast Spotlight

Comcast, San Francisco CA 94105

- Collaborated with Account Executives and the IT department to ensure proper operation of servers in the data center
- Managed database for equipment and digital commercial spots
- Prioritized trouble calls and made decisions on best course of action to alleviate problems and maximize customer satisfaction and ensure excellent customer service
- Analyzed and prepared reports for key personnel to keep them updated on trouble calls, ensuring quality control and customer satisfaction
- Monitored and repaired audio and video of over 100 cable channels to ensure proper insertion of commercial spots and determined the appropriate follow up to trouble calls
- Researched new technology and made recommendations and presented findings on its viability to management
- Responsible for prioritizing projects and email inquiries with little supervision to ensure a high level of quality assurance beyond client expectations for both internal and external customers
- Track project completion with excellent time management skills to meet project deliverables

Corporal, 1992-1996

Electrical Repair Specialist

United States Marine Corps, Okinawa Japan

Honorable Discharge

- Operated in Headquarters as Non Commissioned Officer to manage lower ranks
- Effectively managed a 6 person team to ensure safety and performance in accordance with Marine Corps guidelines
- Expertly used proper acquisition procedures to obtain parts and materials
- Managed the critical role of installation and servicing of all electrical circuits in the field, operating within designated timeframes to ensure safety
- Expertly managed maintenance of equipment by assigning appropriate resources and keeping accurate records on preventive maintenance schedules
- Responsible for training and cross training team members while keeping accurate records on member status
- Achieved Corporal status by conscientiously exceeding performance standards

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF NOVEMBER 25, 2014**

FROM: Dawn Merchant, Finance Director

DATE: November 25, 2014

SUBJECT: Refinancing of 2002 Series A&B Lease Revenue Bonds issued by the Antioch Public Finance Authority and 2001 Association of Bay Area Governments (ABAG) Lease Revenue Bonds

RECOMMENDATION

Adopt the Resolution of the City Council of the City of Antioch Authorizing the Form of and Directing the Execution and Delivery of a Reimbursement Agreement between the City and the Successor Agency to the Antioch Development Agency of the City of Antioch and Authorizing Related Actions in Connection with that transaction.

DISCUSSION

The City currently has two bond issues outstanding that we are proceeding with refinancing due to significant debt service savings that can be realized. The following two bond issues will be refinanced as 2015 Series A&B Lease Revenue Bonds under the City's Antioch Public Financing Authority:

- 2002 Series A&B Lease Revenue Bonds issued by the Antioch Public Finance Authority (Authority) outstanding in the amount of \$21,980,000. These bonds are an enforceable obligation of the former Antioch Development Agency (now the City as Successor Agency to the Antioch Development Agency) via a reimbursement agreement between the City and former Antioch Development Agency. Debt service is paid from funds deposited into the Redevelopment Property Tax Trust Fund upon approval of Recognized Obligations Payment Schedules approved by the Oversight Board and submitted to the Department of Finance for approval.
- 2001 Association of Bay Area Governments (ABAG) Lease Revenue Bonds outstanding in the amount of \$4,740,000. These bonds are an obligation of the City and debt service is reimbursed by the City's golf course.

Adoption of the attached resolution is the first step in refinancing the Series 2002A and Series 2002B Lease Revenue Bonds. These bonds were issued to refund the original 1993 Lease Revenue Bonds for the Police Facilities Project, as well as to fund additional City capital projects. Although the 2002 bonds are secured by the City's General Fund via a facility lease between the Authority and the City dated March 1, 2002, they are subject to full reimbursement from the City as Successor Agency to the Antioch Development Agency (Successor Agency). The attached resolution authorizes the execution of a new Reimbursement Agreement between the City and Successor Agency to reflect savings which will accrue to the taxing entities (e.g. School District, Fire District, County and including the City) from refinancing the bonds. The

Reimbursement Agreement will also need to be approved by the Successor Agency Oversight Board and is being presented to that Board on December 1, 2014.

A new facility lease (as referenced in the attached Reimbursement Agreement) will be executed between the Authority and City upon issuance of the new bonds as the Authority is only the financing mechanism for the City. This facility lease will be secured by the Police Facility and will require "base rental payments" by the City for the bonds, which represent the principal and interest. These "base rental payments" made by the City will be reimbursed by the Successor Agency.

In addition, because of sufficient value from the Police Facility financed from the original 1993 bonds, the City will also be able to use the same security (i.e Police Facility) to refinance its ABAG Lease Revenue Bonds which were originally issued to refund prior ABAG bond issues used for infrastructure at the City's golf course and provide for construction of the clubhouse/event center at the golf course. The ABAG bond issue is not subject to the attached Reimbursement Agreement. It will have a separate maturity schedule payable from City general revenues to be reimbursed by the Golf Course. Bond Counsel and the Underwriter have advised the City that bonds secured by a golf course cannot be sold to investors, and therefore the City is combining this refinancing with the 2002 Lease Revenue Bonds. Savings from refinancing the ABAG bond issue will accrue entirely to the City and aid the golf course in repaying its obligations to the City.

FINANCIAL IMPACT

The 2002 Series A and B bonds are outstanding in principal amounts of \$10,235,000 and \$11,270,000 respectively. Net present value savings for Series A are currently estimated at \$2.3M which is 22.8% of the outstanding par (principal), and \$2.2M for Series B or 19.16% of outstanding par (principal). Average annual savings is estimated at approximately \$340,000/year and total combined savings are \$5,735,819 over the term of the bonds to 2034. These savings will be distributed to the affected taxing entities with the City of Antioch receiving a share as a taxing entity – approximately 10%. The Reimbursement Agreement reflects the lower debt service payments payable from tax increment.

The ABAG 2001 Lease Revenue Bonds are outstanding in a principal amount of \$4,740,000. Net present value savings are estimated at \$850,000 (18% of par/principal), or approximately \$78,000 per year over the term of the bonds to 2034. Savings from the refinancing will accrue to the City, and although part of the refinancing, they are not subject to the Reimbursement Agreement. The combination of the City's share of property tax distribution and the ABAG bonds is \$1,503,067 with a net present value of \$1,250,695. In general, municipal refunding(s) are considered profitable in the 3% to 5% net present value range, and estimated savings from both the Series A&B bonds, and the ABAG bonds significantly exceed these thresholds.

Savings estimates are net of all costs related to issuing the bonds. Legal and underwriting costs of issuing the bonds are contingent with exception of the rating agency fee by Standard & Poor's which will be approximately \$20,000. This amount will be included in costs of issuance, unless the issue is cancelled after the rating published.

Interest rates are preliminary and subject to change based on market conditions at the time of sale.

ATTACHMENTS

- A. Resolution Authorizing the Form Of and Directing the Execution and Delivery of a Reimbursement Agreement ; between the City and the City as Successor Agency to the Antioch Development Agency and Authorizing Related Actions in Connection with that transaction.
 - 1. Reimbursement Agreement Between the City and the City as Successor Agency to the Antioch Development Agency
- B. Savings Term Sheet for Bond Refinance

RESOLUTION NO. 2014/

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE FORM OF AND DIRECTING THE EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT OF THE CITY OF ANTIOCH AND AUTHORIZING RELATED ACTIONS IN CONNECTION WITH THAT TRANSACTION

WHEREAS, pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the California Health and Safety Code and referred to herein as the “Law”), the City Council of the City of Antioch (the “City”) created the former Antioch Development Agency (the “Predecessor Agency”); and

WHEREAS, the Predecessor Agency was a redevelopment agency, a public body, corporate and politic duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Law, and the powers of such agency included the power to issue bonds, notes, certificates of participation, or other evidence of indebtedness for any of its corporate purposes; and

WHEREAS, California Assembly Bill No. 26 (First Extraordinary Session) (“AB X1 26”) enacted on June 29, 2011, dissolved all redevelopment agencies and community development agencies in existence in the State of California as of February 1, 2012, and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies; and

WHEREAS, Assembly Bill No. 1484 (“AB 1484”), a follow-on bill to AB X1 26, was enacted on June 27, 2012 and provides a mechanism to refund outstanding bonds or other indebtedness of former redevelopment agencies under certain circumstances; and

WHEREAS, pursuant to California Health and Safety Code Section 34173(d), the City is serving as the Successor Agency (as successor agency to the Predecessor Agency, the “Successor Agency”), confirmed by Resolution 2012/07, adopted by the City Council on January 24, 2012; and

WHEREAS, the City and the Predecessor Agency previously entered into a Reimbursement Agreement, dated as of October 1, 1990 (the “1990 Reimbursement Agreement”), in connection with the issuance of the Predecessor Agency’s \$1,190,000 Project 2 1990 Tax Allocation Bonds; and

WHEREAS, the City and the Predecessor Agency previously entered into the Amended and Restated Reimbursement Agreement, dated as of September 1, 1993 amending and restating the 1990 Reimbursement Agreement (the “1993 Reimbursement Agreement”) in connection with the issuance of Lease Revenue Refunding Bonds (Police Facilities Project) Series 1993 by the City of Antioch Public Financing Authority (the “Authority”); and

ATTACHMENT A

WHEREAS, the City and the Predecessor Agency previously entered into the Second Amended and Restated Reimbursement Agreement, dated as of March 1, 2002 amending and restating the 1993 Reimbursement Agreement (the “2002 Reimbursement Agreement”) in connection with the issuance of the Authority’s Lease Revenue Bonds (Municipal Facilities Project), Series 2002A and the Authority’s Lease Revenue Bonds (Municipal Facilities Project), Series 2002B (together, the “Series 2002 Bonds”); and

WHEREAS, the Authority intends to issue its Lease Revenue Refunding Bonds (Municipal Facilities Project), Series 2015A (the “2015 Refunding Bonds”) for the purpose of refunding the 2002 Bonds; and

WHEREAS, the Authority and the City intend to enter into a facility lease (the “Facility Lease”) in connection with the 2015 Refunding Bonds pursuant to which the City will pay certain base rental payments (the “2015 Refunding Base Rental Payments”) as set forth in Schedule I to the Reimbursement Agreement (defined below) to be applied to pay the principal of and interest on the 2015 Refunding Bonds relating to the refunding of the Series 2002 Bonds; and

WHEREAS, the City and the Successor Agency wish to enter into a Reimbursement Agreement in connection with the 2015 Refunding Bonds and the Facility Lease (the “Reimbursement Agreement”) pursuant to which the Successor Agency will make payments equal to the 2015 Refunding Base Rental Payments; and

WHEREAS, California Health and Safety Code Section 34177.5(a) authorizes successor agencies to refund outstanding bonds or other indebtedness provided that (i) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal amount of the bonds or other indebtedness to be refunded, and (ii) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance; and

WHEREAS, the amounts payable by the Successor Agency under the Reimbursement Agreement shall meet the requirements of California Health and Safety Code Section 34177.5(a); and

WHEREAS, this City Council has been presented with the form of the Reimbursement Agreement, and the City Council has examined and approved such document; and

WHEREAS, the City has full legal right, power and authority under the Constitution and the laws of the State of California to enter into the transaction hereinafter authorized; and

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

Section 1. The City hereby specifically finds and declares that (a) the actions authorized hereby constitute and are with respect to public affairs of the City, (b) the statements, findings and determinations of the City set forth above are true and correct, and (c) it will be in the best interest of the City to proceed with the consummation of the transaction contemplated in the Reimbursement Agreement.

Section 2. The form of Reimbursement Agreement, attached as Exhibit 1 to this Resolution, is hereby approved, and the City Manager and the City Clerk or their designees are hereby authorized and directed to execute and deliver the Reimbursement Agreement in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof, with the understanding that the Reimbursement Agreement will not be effective until approved by the Oversight Board to the Successor Agency to the Antioch Development Agency of the City of Antioch and that there is no objection from the Department of Finance within the time limits set forth in California Health and Safety Code.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. The Mayor of the City, the City Clerk, the City Manager, the City Attorney and the officers of the City are hereby authorized and directed to execute and deliver any and all documents and certificates necessary and desirable to accomplish the transactions set forth above.

Section 4. All actions heretofore taken by the officers and agents of the City with respect to the transactions contemplated herein are hereby approved and confirmed.

Section 5. This Resolution shall take effect immediately upon its passage.

* * * * *

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 25th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

Arne Simonsen
City Clerk of the City of Antioch

CITY CLERK'S CERTIFICATE

I, _____, City Clerk of the City of Antioch, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of said City duly held at the regular meeting place thereof on the 25th day of November, 2014, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

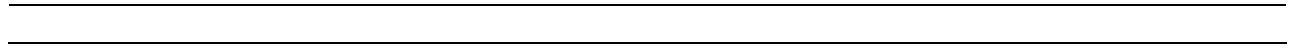
An agenda of said meeting was posted at least 72 hours before said meeting at City Hall, Antioch, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand and the seal of the City of Antioch, California, this ____ day of _____.

[Seal]

Arne Simonsen
City Clerk of the City of Antioch



REIMBURSEMENT AGREEMENT

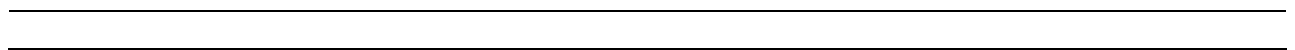
by and between

SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF
ANTIOCH

and the

CITY OF ANTIOCH, CALIFORNIA

_____ 1, 2015



REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, dated as of _____ 1, 2015 (the “Reimbursement Agreement”), by and between the Successor Agency to the Antioch Development Agency of the City of Antioch (the “Successor Agency”) and the City of Antioch (the “City”);

WITNESSETH:

WHEREAS, pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the California Health and Safety Code and referred to herein as the “Law”), the City Council of the City of Antioch (the “City Council”) created the former Antioch Development Agency (the “Predecessor Agency”); and

WHEREAS, the Predecessor Agency was a redevelopment agency, a public body, corporate and politic duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Law, and the powers of such agency included the power to issue bonds, notes, certificates of participation, or other evidence of indebtedness for any of its corporate purposes; and

WHEREAS, California Assembly Bill No. 26 (First Extraordinary Session) (“AB X1 26”) enacted on June 29, 2011, dissolved all redevelopment agencies and community development agencies in existence in the State of California as of February 1, 2012, and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies; and

WHEREAS, Assembly Bill No. 1484 (“AB 1484”), a follow on bill to AB X1 26, was enacted on June 27, 2012 and provides a mechanism to refund outstanding bonds or other indebtedness of former redevelopment agencies under certain circumstances; and

WHEREAS, pursuant to California Health and Safety Code Section 34173(d), the City elected to act as as the successor agency, confirmed by Resolution 2012/07, adopted by the City Council on January 24, 2012; and

WHEREAS, pursuant to AB 1484, the Successor Agency is a separate legal entity; and

WHEREAS, the City and the Predecessor Agency previously entered into a Reimbursement Agreement, dated as of October 1, 1990 (the “1990 Reimbursement Agreement”), in connection with the issuance of the Predecessor Agency’s \$1,190,000 Project 2 1990 Tax Allocation Bonds; and

WHEREAS, the City and the Predecessor Agency previously entered into the Amended and Restated Reimbursement Agreement, dated as of September 1, 1993 amending and restating the 1990 Reimbursement Agreement (the “1993 Reimbursement Agreement”) in

connection with the issuance of Lease Revenue Refunding Bonds (Police Facilities Project) Series 1993 by the City of Antioch Public Financing Authority (the “Authority”); and

WHEREAS, the City and the Predecessor Agency previously entered into the Second Amended and Restated Reimbursement Agreement, dated as of March 1, 2002 amending and restating the 1993 Reimbursement Agreement (the “2002 Reimbursement Agreement”) in connection with the issuance of the Authority’s Lease Revenue Bonds (Municipal Facilities Project), Series 2002A and Series 2002B (together, the “Series 2002 Bonds”); and

WHEREAS, the Authority intends to issue its Lease Revenue Refunding Bonds (Municipal Facilities Project), Series 2015A (the “2015 Refunding Bonds”) for the purpose of refunding the 2002 Bonds; and

WHEREAS, the Authority and the City intend to enter into a facility lease (the “Facility Lease”) in connection with the 2015 Refunding Bonds pursuant to which the City will pay certain base rental payments as set forth in Schedule I hereto (the “2015 Refunding Base Rental Payments”) to be applied to pay the principal of and interest on the 2015 Refunding Bonds relating to the refunding of the Series 2002 Bonds; and

WHEREAS, the City and the Successor Agency wish to enter into this Reimbursement Agreement in connection with the 2015 Refunding Bonds and the Facility Lease pursuant to which the Successor Agency will make payments equal to the 2015 Refunding Base Rental Payments; and

WHEREAS, the Reimbursement Agreement will refund the 2002 Reimbursement Agreement; and

WHEREAS, California Health and Safety Code Section 34177.5(a) authorizes successor agencies to refund outstanding bonds or other indebtedness provided that (i) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal amount of the bonds or other indebtedness to be refunded, and (ii) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance; and

WHEREAS, the amounts payable by the Successor Agency under the Reimbursement Agreement shall meet the requirements of California Health and Safety Code Section 34177.5(a); and

WHEREAS, pursuant to Health and Safety Code section 34177.5(g), any indebtedness issued by the Successor Agency to refund the indebtedness of the Predecessor Agency shall be secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Health and Safety Code Section 34172; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained it is agreed by and between the parties hereto as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Reimbursement Agreement and of any amendment hereto, and of any certificate, opinion, estimate or other document herein mentioned, have the meanings herein specified. Any capitalized term not defined herein shall have the meaning given to such term in the Facility Lease.

“Successor Agency” means the Successor Agency to the Antioch Development Agency, a public body, duly organized and existing under and by virtue of the laws of the State of California.

“Authority” means the City of Antioch Public Financing Authority, a joint exercise of powers authority duly established pursuant to the laws of the State of California

“City” means the City of Antioch, California, a general law city and municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California.

“Facility Lease” means the Facility Lease, dated as of _____ 1, 2015, between the Authority and the City.

“RPTTF” means the Redevelopment Property Tax Trust Fund established by the County Auditor-Controller pursuant to Health and Safety Code Section 34170.5(b) and administered pursuant to Health and Safety Code Section 34182.

“Tax Revenues” means, for any period of time, moneys deposited from time to time in the RPTTF and payable to the Successor Agency pursuant to Health and Safety Code Section 34183.

If, and to the extent, that the provisions of Health and Safety Code Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by judicial decision, then Tax Revenues shall include all tax revenues allocated to the payment of indebtedness pursuant to Health and Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution.

“Series 2002 Bonds” means the Authority’s Lease Revenue Bonds (Municipal Facilities Project), Series 2002A and Series 2002B.

Section 2. Reimbursement. Subject to the payment of principal and interest on bonded indebtedness of the Successor Agency outstanding on the Closing Date (as defined in the Facility Lease), the Successor Agency and the City agree that Tax Revenues shall be used and applied to repay the City for the 2015 Base Rental Payments as set forth in Schedule I hereto.

Section 3. Amendment. This Reimbursement Agreement may be amended from time to time by the parties hereto, (1) to subordinate the Successor Agency’s obligations

hereunder to any other obligations issued or incurred or to be issued or incurred by the Successor Agency, or (2) for any other purposes and with any other effect whatsoever.

Section 4. Prior Agreement Superseded. The City and the Successor Agency hereby agree that this Reimbursement Agreement shall supersede the 2002 Reimbursement Agreement in its entirety, and that, upon the execution and delivery hereof by the City and the Successor Agency, the 2002 Reimbursement Agreement shall no longer have any force or effect.

Section 5. IN WITNESS HEREOF, the parties hereto have executed this Reimbursement Agreement as of the day and year first above written.

CITY OF ANTIOCH

By: _____
Steven Duran, City Manager

Attest:

Arne Simonsen, City Clerk

Approved as to Form:

By: _____
Lynn Tracy Nerland, City Attorney

SUCCESSOR AGENCY TO THE ANTIOCH
DEVELOPMENT AGENCY

By: _____
Title

Attest:

Secretary

Approved as to Form:

By: _____
Legal Counsel

SCHEDULE I

[Attach Projected Debt Service Savings Schedule]

Series 2014A*
Refunding Savings

Period Ending	Prior Debt Service	Refunding Debt Service	Savings
1/1/2016	1,731,194	1,421,200	309,994
1/1/2017	1,766,769	1,455,900	310,869
1/1/2018	1,803,019	1,494,100	308,919
1/1/2019	1,835,331	1,529,500	305,831
1/1/2020	1,873,706	1,565,750	307,956
1/1/2021	1,912,581	1,603,500	309,081
1/1/2022	1,951,675	1,647,500	304,175
1/1/2023	1,990,706	1,682,250	308,456
1/1/2024	2,029,394	1,718,000	311,394
1/1/2025	2,067,456	1,754,500	312,956
1/1/2026	2,109,613	1,801,500	308,113
1/1/2027	2,135,300	1,743,250	392,050
1/1/2028	2,195,700	1,819,750	375,950
1/1/2029	2,239,400	1,859,250	380,150
1/1/2030	2,285,675	1,898,250	387,425
1/1/2031	2,328,975	1,931,500	397,475
1/1/2032	2,379,025	1,974,000	405,025
Total	34,635,519	28,899,700	5,735,819

*Preliminary and subject to change

ATTACHMENT B

Antioch Public Financing Authority Lease Revenue Refunding Bonds Series 2014 Refunding Analysis AA- by S&P							
Description	Series 2014A			Series 2014B (Base Case)			
	Series 2002A Refunding	Series 2002B Refunding		ABAG Golf Course Refunding			
Total Par Amount	\$8,935,000	\$9,845,000				\$3,785,000	
Refunded Principal	\$10,235,000	\$11,270,000				\$4,740,000	
Effective Interest Rate	3.70%	2.69%				3.25%	
Prior Bonds Interest Rate	5.50%	5.62%				5.00%	Total City
Total Net Savings	\$3,178,525	\$2,557,294				\$929,485	<u>Savings PV:</u>
NPV Savings	\$2,332,672	\$2,159,394				\$851,919	<u>Savings PV:</u>
NPV Savings as % of Refunded Bonds	22.79%	19.16%				17.97%	\$1,250,695 \$5,282,635
				City's Property Tax			
Period Ending	Savings	Savings	Total	Share (a)	Savings	Total City Savings (b)	Total Refunding Savings
1/1/2016	97,425	212,569	309,994	30,999	78,323	109,322	388,316
1/1/2017	97,825	213,044	310,869	31,087	82,188	113,274	393,056
1/1/2018	93,425	215,494	308,919	30,892	81,600	112,492	390,519
1/1/2019	94,425	211,406	305,831	30,583	77,500	108,083	383,331
1/1/2020	95,675	212,281	307,956	30,796	80,125	110,921	388,081
1/1/2021	96,925	212,156	309,081	30,908	77,625	108,533	386,706
1/1/2022	93,175	211,000	304,175	30,418	80,125	110,543	384,300
1/1/2023	94,675	213,781	308,456	30,846	77,250	108,096	385,706
1/1/2024	96,175	215,219	311,394	31,139	79,500	110,639	390,894
1/1/2025	97,675	215,281	312,956	31,296	81,375	112,671	394,331
1/1/2026	94,175	213,938	308,113	30,811	78,000	108,811	386,113
1/1/2027	180,925	211,125	392,050	39,205	79,625	118,830	471,675
1/1/2028	375,950		375,950	37,595	81,000	118,595	456,950
1/1/2029	380,150		380,150	38,015	82,125	120,140	462,275
1/1/2030	387,425		387,425	38,743	77,875	116,618	465,300
1/1/2031	397,475		397,475	39,748	78,750	118,498	476,225
1/1/2032	405,025		405,025	40,503	-343,500	-302,998	61,525
Total	\$3,178,525	\$2,557,294	\$5,735,819	\$573,582	\$929,485	\$1,503,067	6,665,304

(a) Assumes city's property tax share is 10% of the 1% ad valorem levy

(b) City's share of property tax plus ABAG

STAFF REPORT TO THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH FOR CONSIDERATION AT THE MEETING OF NOVEMBER 25, 2014

FROM: Dawn Merchant, Finance Director

DATE: November 25, 2014

SUBJECT: Resolution of the Successor Agency to the Antioch Development Agency of the City of Antioch Authorizing the Execution and Delivery of a Reimbursement Agreement and Authorizing Related Actions

RECOMMENDATION

Adopt the Resolution of the Successor Agency to the Antioch Development Agency of the City of Antioch Authorizing the Execution and Delivery of a Reimbursement Agreement and Authorizing Related Actions.

DISCUSSION

The City is proceeding with refinancing the 2002 Series A&B Lease Revenue Bonds issued by the Antioch Public Finance Authority (Authority) outstanding in the amount of \$21,980,000 in order to realize significant debt service savings over the life of the bonds. The bonds are an enforceable obligation of the former Antioch Development Agency (now the Successor Agency to the Antioch Development Agency) via a reimbursement agreement between the City and former Antioch Development Agency. Debt service is paid from funds deposited into the Redevelopment Property Tax Trust Fund upon approval of Recognized Obligations Payment Schedules approved by the Oversight Board and submitted to the Department of Finance for approval.

Adoption of the attached resolution is the first step in refinancing the Series 2002A and Series 2002B Lease Revenue Bonds. These bonds were issued to refund the original 1993 Lease Revenue Bonds for the Police Facilities Project as well as fund additional City capital projects. Although the 2002 bonds are secured by the City's General Fund, they are subject to full reimbursement from the Successor Agency to the Antioch Development Agency (Successor Agency). The attached resolution authorizes the execution of a new Reimbursement Agreement between the City and Successor Agency to reflect savings which will accrue to the taxing entities (e.g. School District, Fire District, County and including the City) from refinancing the bonds. The Reimbursement Agreement is being considered by the City as well; please see Item 3 on this agenda.

FINANCIAL IMPACT

The 2002 Series A and B bonds are outstanding in a principal amount of \$10,235,000 and \$11,270,000 respectively. Net present value savings for Series A are currently estimated at \$2.3M which is 22.8% of the outstanding par, and \$2.2M for Series B or

19.16% of outstanding par. Average annual savings is estimated at approximately \$340,000/year. These savings will be distributed to the affected taxing entities with the City of Antioch receiving a share as a taxing entity. The Reimbursement Agreement reflects the lower debt service payments payable from funds deposited in the Redevelopment Property Tax Trust Fund (previously tax increment.)

All numbers are preliminary and subject to change based on market conditions at the time of sale. The numbers shown are net of all costs related to issuing the bonds. Legal and underwriting costs of issuing the bonds are contingent on the issuance of the bonds, and paid from bond proceeds, with exception of the rating agency fee by Standard & Poor's which will be approximately \$20,000 and will be paid out of bond proceeds.

ATTACHMENTS

- A. Resolution of the Successor Agency to the Antioch Development Agency Authorizing the Execution and Delivery of a Reimbursement Agreement and Authorizing Related Actions
 - 1. Reimbursement Agreement Between the City and the Successor Agency to the Antioch Development Agency

SA RESOLUTION NO. _____

RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT
AGENCY OF THE CITY OF ANTIOCH AUTHORIZING THE EXECUTION AND
DELIVERY OF A REIMBURSEMENT AGREEMENT AND AUTHORIZING RELATED
ACTIONS

WHEREAS, pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the California Health and Safety Code and referred to herein as the “Law”), the City Council of the City of Antioch (the “City”) created the former Antioch Development Agency (the “Predecessor Agency”); and

WHEREAS, the Predecessor Agency was a redevelopment agency, a public body, corporate and politic duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Law, and the powers of such agency included the power to issue bonds, notes, certificates of participation, or other evidence of indebtedness for any of its corporate purposes; and

WHEREAS, California Assembly Bill No. 26 (First Extraordinary Session) (“AB X1 26”) enacted on June 29, 2011, dissolved all redevelopment agencies and community development agencies in existence in the State of California as of February 1, 2012, and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies; and

WHEREAS, Assembly Bill No. 1484 (“AB 1484”), a follow on bill to AB X1 26, was enacted on June 27, 2012 and provides a mechanism to refund outstanding bonds or other indebtedness of former redevelopment agencies under certain circumstances; and

WHEREAS, pursuant to California Health and Safety Code Section 34173(d), the City elected to serve serving as the successor agency (as successor agency to the Predecessor Agency, the “Successor Agency”), confirmed by Resolution 2012/07, adopted by the City Council of the City on January 24, 2012; and

WHEREAS, pursuant to AB 1484, the Successor Agency is a separate legal entity; and

WHEREAS, the City and the Predecessor Agency previously entered into a Reimbursement Agreement, dated as of October 1, 1990 (the “1990 Reimbursement Agreement”), in connection with the issuance of the Predecessor Agency’s \$1,190,000 Project 2 1990 Tax Allocation Bonds; and

WHEREAS, the City and the Predecessor Agency previously entered into the Amended and Restated Reimbursement Agreement, dated as of September 1, 1993 amending and restating the 1990 Reimbursement Agreement (the “1993 Reimbursement Agreement”) in connection with

the issuance of Lease Revenue Refunding Bonds (Police Facilities Project) Series 1993 by the City of Antioch Public Financing Authority (the “Authority”); and

WHEREAS, the City and the Predecessor Agency previously entered into the Second Amended and Restated Reimbursement Agreement, dated as of March 1, 2002 amending and restating the 1993 Reimbursement Agreement (the “2002 Reimbursement Agreement”) in connection with the issuance of the Authority’s Lease Revenue Bonds (Municipal Facilities Project), Series 2002A and the Authority’s Lease Revenue Bonds (Municipal Facilities Project), Series 2002B (together, the “Series 2002 Bonds”); and

WHEREAS, the Authority intends to issue its Lease Revenue Refunding Bonds (Municipal Facilities Project), Series 2015A (the “2015 Refunding Bonds”) for the purpose of refunding the 2002 Bonds; and

WHEREAS, the Authority and the City intend to enter into a facility lease (the “Facility Lease”) in connection with the 2015 Refunding Bonds pursuant to which the City will pay certain base rental payments (the “2015 Refunding Base Rental Payments”) as set forth in Schedule I to the Reimbursement Agreement (defined below) to be applied to pay the principal of and interest on the 2015 Refunding Bonds relating to the refunding of the Series 2002 Bonds; and

WHEREAS, the City and the Successor Agency wish to enter into a Reimbursement Agreement in connection with the 2015 Refunding Bonds and the Facility Lease (the “Reimbursement Agreement”) pursuant to which the Successor Agency will make payments equal to the 2015 Refunding Base Rental Payments; and

WHEREAS, California Health and Safety Code Section 34177.5(a) authorizes successor agencies to refund outstanding bonds or other indebtedness provided that (i) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal amount of the bonds or other indebtedness to be refunded, and (ii) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance; and

WHEREAS, the amounts payable by the Successor Agency under the Reimbursement Agreement shall meet the requirements of California Health and Safety Code Section 34177.5(a); and

WHEREAS, this Board has been presented with the proposed form of the Reimbursement Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City of Antioch as Successor Agency to the Antioch Development Agency as follows:

Section 1. The foregoing recitals are true and correct and the Successor Agency hereby so finds and determines.

Section 2. The form of the Reimbursement Agreement, attached as Exhibit 1 to this resolution, by and between the Successor Agency and the City, on file with the Secretary of the Successor Agency, is hereby approved. Once the Reimbursement Agreement is approved by the Oversight Board to the Successor Agency to the Antioch Development Agency of the City of Antioch and the California Department of Finance has raised no objection within the time limits set forth in the California Health & Safety Code, the City Manager, acting on behalf of the Successor Agency is hereby authorized and directed to execute and deliver the Reimbursement Agreement in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers of the Successor Agency are hereby authorized and directly, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. The officers of the Successor Agency are hereby authorized and directed to execute and deliver any and all documents and certificates necessary and desirable to accomplish the transactions set forth above.

Section 4. All actions heretofore taken by the officers and agents of the Successor Agency with respect to the transactions contemplated herein are hereby approved and confirmed.

Section 5. This Resolution shall take effect from and after its date of adoption.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Successor Agency members of the Successor Agency to the Antioch Development Agency to the City of Antioch at a regular meeting thereof, held on the 25th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

Secretary

SECRETARY'S CERTIFICATE

I, Secretary of the Successor Agency to the Antioch Development Agency, do hereby certify as follows:

The foregoing resolution is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of the Successor Agency on November 25, 2014, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and that as said meeting said resolution was adopted by the following vote:

AYES:

NOES:

An agenda of said meeting was posted at least 72 hours before said meeting at City Hall, Antioch, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 2014.

Secretary
Successor Agency to the
Antioch Development Agency

REIMBURSEMENT AGREEMENT

by and between

SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF
ANTIOCH

and the

CITY OF ANTIOCH, CALIFORNIA

_____ 1, 2015

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, dated as of _____ 1, 2015 (the “Reimbursement Agreement”), by and between the Successor Agency to the Antioch Development Agency of the City of Antioch (the “Successor Agency”) and the City of Antioch (the “City”);

WITNESSETH:

WHEREAS, pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the California Health and Safety Code and referred to herein as the “Law”), the City Council of the City of Antioch (the “City Council”) created the former Antioch Development Agency (the “Predecessor Agency”); and

WHEREAS, the Predecessor Agency was a redevelopment agency, a public body, corporate and politic duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Law, and the powers of such agency included the power to issue bonds, notes, certificates of participation, or other evidence of indebtedness for any of its corporate purposes; and

WHEREAS, California Assembly Bill No. 26 (First Extraordinary Session) (“AB X1 26”) enacted on June 29, 2011, dissolved all redevelopment agencies and community development agencies in existence in the State of California as of February 1, 2012, and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies; and

WHEREAS, Assembly Bill No. 1484 (“AB 1484”), a follow on bill to AB X1 26, was enacted on June 27, 2012 and provides a mechanism to refund outstanding bonds or other indebtedness of former redevelopment agencies under certain circumstances; and

WHEREAS, pursuant to California Health and Safety Code Section 34173(d), the City elected to act as the successor agency, confirmed by Resolution 2012/07, adopted by the City Council on January 24, 2012; and

WHEREAS, pursuant to AB 1484, the Successor Agency is a separate legal entity; and

WHEREAS, the City and the Predecessor Agency previously entered into a Reimbursement Agreement, dated as of October 1, 1990 (the “1990 Reimbursement Agreement”), in connection with the issuance of the Predecessor Agency’s \$1,190,000 Project 2 1990 Tax Allocation Bonds; and

WHEREAS, the City and the Predecessor Agency previously entered into the Amended and Restated Reimbursement Agreement, dated as of September 1, 1993 amending and restating the 1990 Reimbursement Agreement (the “1993 Reimbursement Agreement”) in

Exhibit 1

connection with the issuance of Lease Revenue Refunding Bonds (Police Facilities Project) Series 1993 by the City of Antioch Public Financing Authority (the “Authority”); and

WHEREAS, the City and the Predecessor Agency previously entered into the Second Amended and Restated Reimbursement Agreement, dated as of March 1, 2002 amending and restating the 1993 Reimbursement Agreement (the “2002 Reimbursement Agreement”) in connection with the issuance of the Authority’s Lease Revenue Bonds (Municipal Facilities Project), Series 2002A and Series 2002B (together, the “Series 2002 Bonds”); and

WHEREAS, the Authority intends to issue its Lease Revenue Refunding Bonds (Municipal Facilities Project), Series 2015A (the “2015 Refunding Bonds”) for the purpose of refunding the 2002 Bonds; and

WHEREAS, the Authority and the City intend to enter into a facility lease (the “Facility Lease”) in connection with the 2015 Refunding Bonds pursuant to which the City will pay certain base rental payments as set forth in Schedule I hereto (the “2015 Refunding Base Rental Payments”) to be applied to pay the principal of and interest on the 2015 Refunding Bonds relating to the refunding of the Series 2002 Bonds; and

WHEREAS, the City and the Successor Agency wish to enter into this Reimbursement Agreement in connection with the 2015 Refunding Bonds and the Facility Lease pursuant to which the Successor Agency will make payments equal to the 2015 Refunding Base Rental Payments; and

WHEREAS, the Reimbursement Agreement will refund the 2002 Reimbursement Agreement; and

WHEREAS, California Health and Safety Code Section 34177.5(a) authorizes successor agencies to refund outstanding bonds or other indebtedness provided that (i) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal amount of the bonds or other indebtedness to be refunded, and (ii) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance; and

WHEREAS, the amounts payable by the Successor Agency under the Reimbursement Agreement shall meet the requirements of California Health and Safety Code Section 34177.5(a); and

WHEREAS, pursuant to Health and Safety Code section 34177.5(g), any indebtedness issued by the Successor Agency to refund the indebtedness of the Predecessor Agency shall be secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Health and Safety Code Section 34172; and

Exhibit 1

NOW, THEREFORE, in consideration of the mutual covenants herein contained it is agreed by and between the parties hereto as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Reimbursement Agreement and of any amendment hereto, and of any certificate, opinion, estimate or other document herein mentioned, have the meanings herein specified. Any capitalized term not defined herein shall have the meaning given to such term in the Facility Lease.

“Successor Agency” means the Successor Agency to the Antioch Development Agency, a public body, duly organized and existing under and by virtue of the laws of the State of California.

“Authority” means the City of Antioch Public Financing Authority, a joint exercise of powers authority duly established pursuant to the laws of the State of California

“City” means the City of Antioch, California, a general law city and municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California.

“Facility Lease” means the Facility Lease, dated as of _____ 1, 2015, between the Authority and the City.

“RPTTF” means the Redevelopment Property Tax Trust Fund established by the County Auditor-Controller pursuant to Health and Safety Code Section 34170.5(b) and administered pursuant to Health and Safety Code Section 34182.

“Tax Revenues” means, for any period of time, moneys deposited from time to time in the RPTTF and payable to the Successor Agency pursuant to Health and Safety Code Section 34183.

If, and to the extent, that the provisions of Health and Safety Code Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by judicial decision, then Tax Revenues shall include all tax revenues allocated to the payment of indebtedness pursuant to Health and Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution.

“Series 2002 Bonds” means the Authority’s Lease Revenue Bonds (Municipal Facilities Project), Series 2002A and Series 2002B.

Section 2. Reimbursement. Subject to the payment of principal and interest on bonded indebtedness of the Successor Agency outstanding on the Closing Date (as defined in the Facility Lease), the Successor Agency and the City agree that Tax Revenues shall be used and applied to repay the City for the 2015 Base Rental Payments as set forth in Schedule I hereto.

Exhibit 1

Section 3. Amendment. This Reimbursement Agreement may be amended from time to time by the parties hereto, (1) to subordinate the Successor Agency's obligations hereunder to any other obligations issued or incurred or to be issued or incurred by the Successor Agency, or (2) for any other purposes and with any other effect whatsoever.

Section 4. Prior Agreement Superseded. The City and the Successor Agency hereby agree that this Reimbursement Agreement shall supersede the 2002 Reimbursement Agreement in its entirety, and that, upon the execution and delivery hereof by the City and the Successor Agency, the 2002 Reimbursement Agreement shall no longer have any force or effect.

Section 5. IN WITNESS HEREOF, the parties hereto have executed this Reimbursement Agreement as of the day and year first above written.

CITY OF ANTIOCH

By: _____
Steven Duran, City Manager

Attest:

Arne Simonsen, City Clerk

Approved as to Form:

By: _____
Lynn Tracy Nerland, City Attorney

SUCCESSOR AGENCY TO THE ANTIOCH
DEVELOPMENT AGENCY

By: _____
Title

Attest:

Secretary

Approved as to Form:

By: _____
Legal Counsel

SCHEDULE I

[Attach Projected Debt Service Savings Schedule]

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF NOVEMBER 25, 2014**

FROM: Michelle Fitzer, Administrative Services Director

DATE: November 17, 2014

**SUBJECT: RESOLUTION APPROVING THE MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND
THE TREATMENT PLANT EMPLOYEES' ASSOCIATION (TPEA)**

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding between the City and the Treatment Plant Employees' Association (TPEA), and authorize the City Manager to execute the document.

BACKGROUND

The TPEA had a Memorandum of Understanding covering the period of October 1, 2005 – September 30, 2014. Representatives of the City and the TPEA have been meeting and conferring in good faith to negotiate a successor agreement. At this time, a tentative agreement has been reached. The terms of the Agreement are:

- Term: October 1, 2014 to September 30, 2018 (4 years).
- No salary increases in 2015.
- Effective the first full pay period in January 2016, January 2017, and January 2018, all classifications shall receive a two and one-half percent (2.5%) salary increase.
- Effective the first full pay period in January 2016, the employee's contribution toward the PERS Employer Contribution Rate shall be increased by one percent (1%), bringing the total contribution paid by employees in this Unit to nine percent (9%) for classic/legacy employees. PEPRAs non-classic/legacy employees shall pay 50% of the Normal Cost (as set by PERS), or nine percent (9%), whichever is greater.
- Effective the first full pay period in January 2017, the employee's contribution toward the PERS Employer Contribution Rate shall be increased by one percent (1%), bringing the total contribution paid by employees in this Unit to ten percent (10%) for classic/legacy employees. PEPRAs non-classic/legacy employees shall pay 50% of the Normal Cost (as set by PERS), or ten percent (10%), whichever is greater.
- Effective July 1, 2015, the Safety Shoe allowance shall be increased from \$190 annually to \$250 annually.

FINANCIAL IMPACT

The annual fiscal impact of this four year labor agreement is \$23,226 for the second year, \$24,310 for the third year, and \$35,520 for the fourth year. The total for all four years is \$83,056. All of the cost will be paid from the Water Enterprise Fund. There is no General Fund impact.

STRATEGIC PURPOSE

The recommended action meets the Council's identified Strategy L-8: Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

ATTACHMENTS

- A. Resolution Approving the Memorandum of Understanding Between the City of Antioch and the Treatment Plant Employees' Association
Exhibit 1 to the Resolution - Memorandum of Understanding Between the City of Antioch and the Treatment Plant Employees' Association for the Period of October 1, 2014 – September 30, 2018

RESOLUTION NO. 2014/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF
ANTIOCH AND THE TREATMENT PLANT EMPLOYEES' ASSOCIATION (TPEA)**

WHEREAS, the City and the Treatment Plant Employees' Association (TPEA) had a Memorandum of Understanding (MOU) covering the period of October 1, 2005 – September 30, 2014; and

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

WHEREAS, representatives of the City and the TPEA reached a Total Tentative Agreement for a successor MOU for the period of October 1, 2014 through September 30, 2018, which was ratified by the membership of the Unit.

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

Section 1. That the Memorandum of Understanding between the City of Antioch and the Treatment Plant Employees' Association for the period of October 1, 2014 – September 30, 2018, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved and the City Manager is authorized to execute it.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

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

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

TREATMENT PLANT EMPLOYEES' ASSOCIATION
Representational Unit III

OCTOBER 1, 2014 - SEPTEMBER 30, 2018

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MEMORANDUM OF UNDERSTANDING

Between

CITY OF ANTIOCH

And

TREATMENT PLANT EMPLOYEES' ASSOCIATION
REPRESENTATIONAL UNIT NO. III

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

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

This MOU shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing October 1, 2014 and ending September 30, 2018.

ARTICLE 1

RECOGNITION

1.1 Association Recognition

The Treatment Plant Employees' Association (hereinafter referred to as the "TPEA") is the recognized employee organization for employees assigned to Representational Unit III. The following classifications are assigned to Unit III:

Laboratory Assistant I/II
Water Treatment Plant Operator
Water Treatment Plant Trainee
Water Treatment Plant Maintenance Worker I/II/III

1.2 City Recognition

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

ARTICLE 2

ASSOCIATION REPRESENTATIVES

City employees who are official representatives of the TPEA shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievance are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the respective supervisor.

ARTICLE 3

ACCESS TO WORK LOCATIONS

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

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

ARTICLE 4

USE OF CITY FACILITIES

City employees or the TPEA or their representatives may, with the prior approval of the Human Resources Director, be granted the use of City facilities during non-working hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meetings.

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

ARTICLE 5

BULLETIN BOARDS

The TPEA may use portions of City bulletin boards under the following conditions.

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

ARTICLE 6

ADVANCE NOTICE

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

ARTICLE 7

CITY RIGHTS

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

ARTICLE 8

DISCRIMINATION

The City shall not interfere with or discriminate in any way against any employee by reason of his or her membership in, or activity approved by this agreement, nor will the City discourage membership in the Association or encourage membership in any other employee organization.

The Association, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion. The provisions of this Agreement shall be applied equally to all employees without discrimination as to sex/gender, race/color, national origin/ancestry, age, disability/medical condition, religion, veteran status, pregnancy, sexual orientation, marital status, employee organization affiliation, or any other protected status under State or Federal laws. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 9

WORK DAY/WEEK, OVERTIME, CALL BACK, ACTING PAY, STANDBY/ON-CALL PAY

9.1 Regular Work Day/Week

A normal work day is considered eight (8) to ten (10) hours depending on the employee's work schedule, and a work week is considered forty (40) hours.

9.2 Overtime

Overtime is ordered and authorized work time in excess of an employee's regular work period. Overtime work shall be recognized only when directly ordered or required by the employee's Department Head or his/her designee.

Any authorized time worked in excess of the employee's work day or work week shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Overtime shall be paid or taken as compensatory time off at the employee's option.

Under normal circumstances full-time regular and probationary employees shall have first preference for overtime; however, during unusual/emergency situations, any employee shall be assigned to work the necessary overtime.

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

9.3 Compensatory Time

Employees may accumulate no more than a total of eighty (80) compensatory time hours, including standby/on-call hours.

Employees may cash out accrued compensatory by submitting a written request to their immediate supervisor on the form provided for such purposes. Requests to cash out accrued compensatory time will be paid in the pay period in which it is requested.

Compensatory time off of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day compensatory time off requests shall require twenty-four (24) hours notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

9.4 Call Back

- a. If any employee is called back to work after leaving the workplace after quitting time, employee shall, upon reporting, receive a minimum of two (2) hours straight time pay.
- b. If any employee is called back to work after midnight until the beginning of the day shift, unless said hours are contiguous to the employee's normal work hours and, therefore, considered overtime, the employee shall, upon reporting, receive a minimum of three (3) hours straight time pay.
- c. The minimum call back on a recognized holiday shall be three (3) hours. This provision does not apply to instances in which the employee is called to report before the regular starting time and is worked from the time the employee reports to the regular starting time.

9.5 Working in a Higher Classification/Acting Pay

A regular employee who is assigned in writing by the employee's supervisor and approved by the Department Head to assume normal day to day duties of a higher classification shall be eligible for acting pay if he/she has previously completed forty (40) cumulative hours of training. Such acting pay shall be paid only for periods where the assignment is for forty (40) or more continuous hours. Pay shall be five percent (5%) or Step A of the higher position, whichever is greater, except that in no case will the pay be more than the highest step of the higher classification.

9.6 Standby/On-Call Duty

Any employee assigned to on-call duty shall be compensated as follows:

- a. For each full week (seven (7) calendar days) an employee is on primary standby assignment, said employee shall receive nineteen (19) hours of compensation, in addition to pay for hours actually worked. Compensation shall be in pay or compensatory time off subject to the eighty (80) hour compensatory time maximum accumulation.
- b. Holiday on-call compensation: Employees on standby shall receive six (6) additional hours standby pay for each holiday (a total of 25 hours) except Thanksgiving, Christmas and New Years when compensation shall be an additional eight (8) hours (a total of 27 hours).

ARTICLE 10

COMPENSATION

10.1 Salary Adjustments

All salary adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment.

Effective the first full pay period in January 2016, all salaries shall be increased by 2.5%.

Effective the first full pay period in January 2017, all salaries shall be increased by 2.5%.

Effective the first full pay period in January 2018, all salaries shall be increased by 2.5%.

10.2 Starting Rate

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

10.3 Step Increases

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

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

The City Manager shall regulate the accelerated advancement through the salary range

steps.

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

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

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

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

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

10.4 Conversion Rate

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

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

10.5 Regular and Probationary Part-Time Employees

Part-time appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification to the Personnel Officer, by the Department Head to which the appointment is to be made, that the employee is scheduled to work continuously during a twelve (12) month period. Benefits, including life insurance, medical insurance, dental coverage, deferred compensation, retirement contributions, vacation and sick leave shall be granted. The City's contribution toward benefit premiums/cafeteria plan shall be calculated on a prorated basis computed by dividing the regularly scheduled hours each week by forty (40) hours. That factor shall be the percentage of the City's contributions for part-time employees. Employee's paid leave accruals shall also be calculated based on the prorated percentage factor.

In the case of part-time employees in positions, 1,040 hours of service shall equal six (6) months and 2,080 hours of service shall equal one (1) year of service.

ARTICLE 11

HEALTH AND WELFARE

11.1 Medical Insurance

- A. The City contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and the City's Medical-After-Retirement Policy.
- B. The City shall pay the PERS required Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who participates in the City's health insurance plans.
- C. Except as provided herein, represented employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period.

If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

11.2 Dental Insurance

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

11.3 Life Insurance

- A. The City shall contribute the monthly premium amount necessary to purchase a group life insurance policy for each employee in an amount equal to one (1) year

of employee's base salary, effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in this life insurance policy.

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

11.4 Long-Term Disability Insurance

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

11.5 Short-Term Disability Insurance

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

11.6 Vision Care Insurance

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

11.7 Employee Assistance Program

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

11.8 Gym/Health Club Reimbursement Program

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

such membership, on an after-tax basis.

11.9 Flexible Benefits (Cafeteria) Plan

- A. Effective January 1, 2015, the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees:
1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute \$594.61 per month.
 2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$1052.96 per month.
 3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$1365.66 per month.
 - a. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine the flexible benefits/cafeteria plan contributions for the following calendar year.
 - b. The City shall add the dollar value changes in premiums for the Kaiser health plan (single, 2-party, family) and the most costly dental plan.
 - c. The City then shall divide the sum of these changes by 2, to determine a 50%/50% split of the increase/decrease in premiums.
 - d. The City's contribution toward the flexible spending/cafeteria plan shall be modified by 50% of the premium increase/decrease. Each employee's payroll deduction shall be modified by 50% of the premium increase/decrease. This 50%/50% sharing of premium increases shall be capped at a maximum annual increase of \$1,000 out of pocket per employee (\$2,000 combined total premium increase). In the event that the annual premium increase exceeds \$2,000, the City shall pick up 100% of the premium in excess of \$2,000.
- D. Each employee shall file an election in writing during the month of Open Enrollment each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
1. During the designated Open Enrollment Period each year, each represented employee must satisfy the conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the

various optional programs offered under the Flexible Benefits Plan.

2. If the costs of an employee's selections exceed the City's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Flexible Benefits Plan to cover the cost of such selections.
3. If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. Or, the employee shall elect to have one hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.
4. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan. In the event an employee does not timely report a change of dependents that affects the amount of the City's monthly contributions, the employee shall reimburse the City for any overpayment paid by the City via payroll deduction.
5. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

ARTICLE 12

RETIREMENT

12.1 Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPRA legacy/classic members, shall be provided coverage in the Public Employees' Retirement System

(PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution Rate. The City shall pay the remainder of the PERS Employer Contribution and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

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

Effective the first full pay period in January 2016, all employees shall increase their contribution toward the PERS Employer Contribution Rate by one percent (1%). The total contribution for a Classic/Legacy employee will be nine percent (9%). All non-Classic/Legacy employee's contribution shall be 50% of the Normal Cost, or the same percentage as the Classic/Legacy employee's total contribution, whichever is greater.

Effective the first full pay period in January 2017, all employees shall increase their contribution toward the PERS Employer Contribution Rate by one percent (1%). The total contribution for a Classic/Legacy employee will be ten percent (10%). All non-Classic/Legacy employee's contribution shall be 50% of the Normal Cost, or the same percentage as the Classic/Legacy employee's total contribution, whichever is greater.

12.2 Medical-After-Retirement

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

For employees hired on or after September 1, 2007, the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event all impacted employees vote to make a contribution of two point five percent (2.5%) of the employee's base monthly salary toward the Medical After Retirement Account, the City will match such contribution, making the City's total contribution toward all impacted employees two point five percent (2.5%).

ARTICLE 13

HOLIDAYS

13.1 Holiday Pay

A. The City shall observe the following holidays during the term of this Memorandum of Understanding:

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

B. Employees required to work on a holiday shall receive one and one-half (1-1/2) times the designated hourly rate for each hour worked on the holiday.

C. Employees who work on a holiday shall be permitted to take the one-and-one-half (1-1/2) times the regular rate as either compensatory time off or pay.

D. Employees whose regularly scheduled day off falls on a holiday shall have the choice of pay equal to the employee's regularly scheduled workday or time off equal to the employee's regularly scheduled workday on a day mutually agreeable to the City and the employee (for example 8, 9 or 10 hours of pay or time off).

E. All banked holiday time in accordance with C above, shall be taken within a one year period running from November 1 to the following October 31. If time is not taken off by the deadline, the employee shall receive straight time compensation for the hours in his/her holiday bank.

13.2 Floating Holidays

Each employee covered by this MOU shall also be entitled to three (3) floating holidays; two (2) of which the employee qualifies for on the first working day of January, the other one of which the employee qualifies for if he/she is working for the City anytime between July 1 and October 31. Employees who do not begin work for the City before November 1 are not entitled to any floating holidays for that calendar year. The specific

date of each floating holiday shall be mutually determined between the employee and his/her Supervisor in advance of the proposed date. Floating holidays must be taken in the calendar year earned and must be taken off as whole days (i.e., no portion of days may be taken).

Floating Holiday is defined as a full day off based upon the employee's regularly scheduled work hours (for example 8, 9 or 10 hours).

ARTICLE 14

VACATION

14.1. Vacation Scheduling and Qualifying

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

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

Vacation time of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day vacation requests shall require twenty-four (24) hours notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

14.2. Vacation Benefits

All employees shall earn an annual vacation leave as follows:

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

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

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

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

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

14.3. Vacation Accumulation

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

14.4. Vacation Pay at Termination

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

14.5. Holiday During Vacation Leave

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

ARTICLE 15

SICK LEAVE

15.1 Benefits

Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate of 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.

Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.

If sick leave is used for other than the legitimate purposes described below or in the Personnel Rules, such use shall constitute an abuse of the sick leave benefit for which an employee may be the subject of disciplinary action up to and including termination.

In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.

An employee who has been absent from work due to an illness or injury for three (3) or more consecutive workdays may be required to submit medical verification of treatment/ability to return to work upon his/her return to duty, if notified of such requirement prior to his/her return. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification following any absence from

work, when the employee has been given prior notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.

Sick leave may be used only in the following situations:

- ◆ When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
- ◆ When the employee must provide care for his/her spouse, domestic partner, parent, child or dependent, a maximum of six (6) days per calendar year may be used. However, an employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days, if approved by the Department Head.
- ◆ Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

15.2 Sick Leave Upon Termination

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

ARTICLE 16

SHIFT AND GRADE DIFFERENTIAL

16. Shift Differential

A. The shift differential for second or swing shift shall be five percent (5%) of the employee's base pay for all hours worked on such shift. The shift differential for third or graveyard shift shall be ten percent (10%) of the employee's base pay for all hours worked on such shift. In order to qualify for shift differential, the second, or swing, shift shall include four (4) or more hours after 4:00 p.m., and the graveyard shift shall include four (4) or more hours prior to 8:00 a.m.

Shift Differential shall be included in the overtime rate of pay for any overtime worked during the hours that otherwise qualify for shift differential.

Shift Differential shall be included in the holiday rate of pay for any holiday worked during the hours that otherwise qualify for shift differential.

B. The City agrees to provide 48 hours notice for shift schedule changes that are not of an emergency nature. Should the employee receive less than 48-hours notice, he/she will be paid at a rate of 1-1/2 times his regular rate of pay for the first day of the new schedule.

16.2 Grade Differential

The City will continue to pay a five percent (5%) grade differential for employees in this unit who possess any State of California Water Treatment certificate greater than Grade I when such certification is above the requirements for that position. In no case shall certification pay exceed five percent (5%).

Upon successful completion of any certificate exam at a level required for the classification, the City shall pay the exam cost. The City shall also pay for renewal of any certificate necessary for the employee to maintain in order to perform his/her duties. The City shall not pay for initial certification exams for any level which will result in employee receiving certificate pay.

ARTICLE 17

LEAVES

17.1 Leave Without Pay

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

17.2 Jury Duty

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

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

17.3 Military Leaves of Absence

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

17.4 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use any accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) days, the employee is eligible for long-term disability benefits, in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability insurance plan unless the employee is using sick leave, vacation or compensatory time.

Insurance premiums/cafeteria plan contributions for health and welfare benefits shall be paid by the City for up to one (1) year during an industrial injury leave.

17.5 Non-Industrial Disability Leave

In the event of a non-industrial illness or injury, the employee shall be required to use all but forty (40) hours of accumulated sick leave before short term disability benefits begin. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensatory time and floating holidays may be used. The employee also may use vacation, compensatory time and floating holidays beyond the thirty (30) calendar day waiting period to extend the time in which full salary can be received.

Insurance premiums/cafeteria plan contributions for health and welfare benefits shall be paid by the City during the first six (6) months of an unpaid leave of absence.

17.6 Bereavement Leave

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

17.7 Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy on file in the Human Resources Department. The contents shall be modified from time to time in order to reflect administrative changes.

ARTICLE 18

PROBATIONARY PERIOD

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

The initial probationary period for employees is twelve (12) months for new hires and six (6) months for promotions and transfers. Employees promoted while still on initial probation will serve a six (6) month promotional probationary period plus anytime still remaining on his/her initial probationary period. Reclassifications are not subject to a probationary period. An employee's probationary period may be extended for three (3) months on a case-by-case basis.

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

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

ARTICLE 19

LAYOFF AND REEMPLOYMENT

19.1 Grounds for Layoff

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

19.2 Determination of Seniority Date

As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City service date, including post-probationary, probationary, provisional, temporary (full-time and intermittent), as well as leaves of absence for obligatory military service while an employee with the City. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City seniority service date.

Leave of Absence

In computing both City and classification seniority, all time spent on paid leave of absence shall be included and unpaid leave of absence of more than 30 consecutive calendar days shall be excluded, starting with the 31st day.

Appropriate Classification

Probationary or post-probationary status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold post-probationary or probationary status.

Ties

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

19.3 Order of Layoff

The order of layoff in the City shall be by classification based on inverse seniority as defined in 19.2, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee hired (by classification) until the list of former employees is exhausted.

All emergency and temporary employees working in the same classifications as those identified for layoff must be laid off prior to the layoff of probationary or post-probationary status employees.

19.4 Demotion

Before an employee with post-probationary or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications. An employee may also transfer laterally to a vacant position or voluntarily demote to a lower classification in another series from which he/she was not promoted with the City Manager's approval providing that the employee meets the minimum qualifications for that position.

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

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step. An employee involved in a layoff does not have a right of mandatory placement to positions with a higher pay step, i.e., promotion.

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

19.5 Reemployment List

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

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

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

19.6 Removal from List

If a former employee fails to accept a bona fide written offer of reemployment mailed to last known address on record within five (5) calendar days after receipt of the offer, or if the offer is returned to the City as undeliverable or unclaimed, the employee's name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower classification without jeopardizing the employee's standing on the Reemployment List for the classification from which the employee was originally laid off.

19.7 Reappointment

Upon reappointment to the classification from which the employee was originally laid off or demoted, the employee has the right to be placed at the pay step which the employee held at the time of layoff or demotion.

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

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

19.8 Notice of Layoff - Association Notification

When it appears to the City Manager that the City Council may take action which will result in the layoff of employees in a representation unit represented by the TPEA, the City Manager or hi/her designee shall notify the TPEA of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. Such meeting should address possible alternative to layoff such as reduction pay - time off without pay.

The City shall provide ten (10) work days notice of layoff to affected employees.

19.9 Benefits

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

19.10 Any post-probationary or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In addition, employees may review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the Layoff Policy.

ARTICLE 20

DISCIPLINE

20.1 Right of Discharge

The City shall have the right to discharge, suspend, and demote any employee for cause. The City shall have the right to reduce, for cause, the base pay rate by up to five percent (5%) for any employee for a period not to exceed three (3) months.

20.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended, or demoted, or had his/her base pay rate reduced, employee shall have the right to appeal his/her case through the appropriate procedure (Article 22). Such appeal must be filed with the City Manager by the TPEA in writing within ten (10) calendar days from the date of discharge, suspension or demotion and unless so filed the right to appeal is lost.

ARTICLE 21

PERSONNEL FILES

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or

warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 22

GRIEVANCE PROCEDURE

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

22.1 Initial Discussions

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

If the issue is not resolved, the procedures hereafter specified may be invoked.

22.2 Referral to City Manager

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

22.3 Board of Administrative Appeals

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

22.4 Board of Administrative Appeals Procedure

The employee may be represented by the TPEA or legal counsel and the City may be represented by whomever the City Manager designates. The City and the TPEA shall individually bear the expenses incurred in presenting their respective cases. The Board shall conduct the hearing at a mutually convenient time and place. In cases involving discipline only, representatives of the City shall make the initial offer of proof. The Board shall have the right to call and swear witnesses at the request of either party and all witnesses shall be subject to cross-examination. A written transcript shall be made of the hearing at the request of either party. Any cost incurred in conducting a hearing,

such as the cost of a transcript or meeting place, shall be shared equally by the City and the Association. After both parties have presented their case, the Board may allow oral argument and may accept written briefs. Upon the receipt of all evidence submitted by both sides, the Board shall study the evidence and render a written decision.

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

The decision of the Board of Administrative Appeals regarding terminations, suspensions, demotions and reductions in pay shall be deemed final and conclusive.

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

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

ARTICLE 23

OUTSIDE EMPLOYMENT

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

ARTICLE 24

SAFETY SHOES/UNIFORMS/MEALS AND MISCELLANEOUS CONDITIONS OF WORK

24.1 Safety Shoes

Effective July 1, 2015, the City shall contribute Two Hundred Fifty Dollars (\$250.00) per fiscal year toward the purchase of safety shoes. Shoes may be purchased through the voucher system.

24.2 Uniform Allowance

Employees are required to wear the uniforms, including T-shirts, as directed by the City. The City agrees for the term of this Memorandum of Understanding to furnish four (4) sets of uniforms to new employees in this unit. The City further agrees to replace worn-out uniforms as needed. However, no more than four (4) sets of uniforms (e.g., 4 shirts and 4 pants or any combination thereof not to exceed 8 items) shall be replaced per calendar year (January 1 to December 31). In addition, one sweat shirt per year will be provided. One jacket shall be provided to ensure proper attire is available for all weather conditions and shall be replaced as deemed necessary by the City.

Employees eligible for uniforms shall, at their option, request the substitution of one regular shirt for three (3) "T" Shirts. These will be provided by the City at an expense equal to the cost of the uniform shirt or not to exceed One Dollar (\$1.00) of current or inflationary costs of the uniform shirt.

Employees are to maintain said "T" shirts in a presentable form and should replacement be required, it shall be done at employee's expense.

There shall be no compensation for alterations to uniforms except for initial hemming and/or cuffing.

24.3 Meal Payments

When an employee is required to work:

A. Two (2) or more hours before the start of his/her regular work shift and then employee works their regular work shift.

or

B. Two (2) hours following the regular work shift and each four (4) hours thereafter;

or

C. Is called into work for Four (4) hours of over time and for each four (4) hours thereafter. Then he/she shall be compensated for the cost of a meal in the amount of Eight Dollars and 50cents (\$8.50).

24.4 Educational Incentive Plan

For classes approved by the Human Resources Director, the cost of books and tuition shall be reimbursed by the City, subject to the guidelines specified in Administrative Memoranda.

24.5 Health and Safety

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

- B. One representative shall be selected to represent the TPEA in the City-wide Safety Committee.
- C. The City shall continue present practice of providing safety glasses.
- D. Safety Equipment - The City and TPEA will refer the recommendations of the Water Treatment Plant employees to the City's Safety Committee for consideration and action. Said action, if any, should be directed at the definition of the problem, identification of possible alternative solutions considering practicality and economy.

24.6 Contract Work

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

24.7 Notice of Classification Modification

The TPEA shall be notified when the City anticipates or needs to modify, add or delete job classifications which modification, addition or deletion might impact wages, benefits or working conditions currently covered by the City's existing agreement and/or the makeup of the bargaining unit. All issues requiring meet and confer processes with the TPEA shall be undertaken accordingly.

24.8 Temporary Assignments

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

ARTICLE 25

SEPARABILITY OF PROVISIONS

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

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

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

ARTICLE 26

PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

26.1 PAST PRACTICES

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the TPEA.

The undersigned City and TPEA representatives agree that they have reached an understanding relative to the above provisions which have application to the employees of Representational Unit No. III and that the parties hereto jointly recommend that the City Council adopt an appropriate resolution ratifying those provisions of this Memorandum of Understanding.

26.2 MISCELLANEOUS

This Memorandum of Understanding shall remain in force from October 1, 2014 September 30, 2018.

The recommendations set forth in this Memorandum are final. Except as specified in Section 27.1 above, no changes or modifications shall be offered, urged or otherwise presented by the TPEA or by the City for the period October 1, 2014 through September 30, 2018. However, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring regarding modifications herein, to be effective if mutually agreeable.

Should the City find itself in a situation where financial difficulties may result in employee layoffs, the City and TPEA will meet and confer to discuss the specific difficulties and alternative solutions to layoffs.

CITY OF ANTIOCH

TREATMENT PLANT EMPLOYEES'
ASSOCIATION

By: _____
STEVE DURAN
City Manager

By: _____
MARK GUTOWSKI

By: _____
GAVIN JOHNSON

Date: _____

Date: _____

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF NOVEMBER 25, 2014**

FROM: Michelle Fitzer, Administrative Services Director

DATE: November 17, 2014

**SUBJECT: RESOLUTION APPROVING A SIDE LETTER TO THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF ANTIOCH AND
OPERATING ENGINEERS LOCAL 3 (OE3) ELIMINATING
FURLOUGHS**

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a Side Letter to the Memorandum of Understanding between the City of Antioch and Operating Engineers Local 3 (OE3) eliminating furloughs, and authorize the City Manager to execute the document.

DISCUSSION

Background - Most of the City's non-sworn employees have been on furlough since July 2009. Getting City business offices back to a 5 day work week and returning the employees that gave up 10% of their salaries for over 5 years to a 40 hour work week has been a stated priority of the City Council. Most recently discussions were held on this topic during the FY 2014/15 budget study sessions, during the discussion of priorities should Measure O pass on September 23, 2014, and on November 13, 2014, during discussion and ultimate approval of the Benefit Documents for the Management and Confidential bargaining units.

In July of 2014, the County Assessor advised the City of a significant increase in property tax revenue, which will be ongoing. The \$1,276,916 in additional annual property tax above the projected property tax in the 2014-2015 budget triggered the elimination of furloughs for two key bargaining units, Management and Local 1, under the then current Agreements. With this additional property tax revenue and the passage of Measure O, it is the City's goal to once again have our business offices open for a five day work week.

Conclusion - In order to re-open City Hall, the Police Department lobby and the Public Works lobby for any hours on Fridays, the employees represented by OE3 must return to a 40-hour work week. Since the intent of eliminating the furlough program is to provide services to the Community, the City has agreed to reinstate the 40-hour work week for this bargaining unit, although negotiations continue for a successor Memorandum of Understanding. All other terms and conditions of the MOU remain in effect until such time as a successor agreement is implemented.

FINANCIAL IMPACT

The total cost of eliminating the furlough for this bargaining unit is \$428,420. Of this amount, \$202,116 is General Fund. A fiscal year 2014-15 budget amendment in the amount of \$214,210 is required, representing the six month cost for the fiscal year.

STRATEGIC PURPOSES

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

Specifically, this action is included in the City's Strategic Plan as follows:

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

ATTACHMENTS

- A. Resolution Approving Amendments to the Classification and Compensation Plans for Operating Engineers Local 3 Bargaining Unit Classes

Exhibit 1 to the Resolution: Side Letter to the Memorandum of Understanding Between the City of Antioch and Operating Engineers Local 3 (OE3)

RESOLUTION NO. 2014/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL 3 (OE3)
ELIMINATING FURLOUGHS**

WHEREAS, the City Council has identified the elimination of furloughs as a top priority; and

WHEREAS, on November 13, 2014, the City Council approved Benefit Documents with the Management and Confidential bargaining units that included the elimination of furloughs/return to a 40-hour work week; and

WHEREAS, in order to open City Hall, the Police Department lobby and the Public Works lobby on Fridays, the employees in the Operating Engineers Local 3 (OE3) bargaining unit must also return to a 40-hour work week; and

WHEREAS, representatives of the City and OE3 have been meeting and conferring in good faith, in accordance with the provisions of the Meyers-Milias-Brown Act to negotiate a successor agreement to the Memorandum of Understanding, but have not yet reached agreement.

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

Section 1. That the Side Letter to the Memorandum of Understanding between the City of Antioch and Operating Engineers Local 3 (OE3) eliminating the furloughs and returning the employees to a 40-hour work week attached as Exhibit 1 is hereby approved and the City Manager is authorized to sign it; and

Section 2. That all other provisions of the MOU remain in effect and the City's Labor Negotiators shall continue to meet and confer with the representatives of OE3 in an effort to reach an agreement on a successor Memorandum of Understanding; and

Section 3. That the fiscal year 2014-15 City of Antioch Operating Budget is hereby amended in the amount of \$214,210, representing the cost of returning the employees to a 40-hour work week beginning in January 2015.

* * * * *

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 25th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

SIDE LETTER TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL 3
OCTOBER 1, 2005 – SEPTEMBER 30, 2014

The City and OE3 agree to return employees in the bargaining unit to a 40-hour work week effective January 11, 2015.

Article 10.1, Hours of Work, shall be amended as follows:

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

~~Effective July 1, 2010, (which was originally implemented July 5, 2009) employees in the bargaining unit will have a work schedule of Monday through Thursday during the regular City business hours of 7:00 AM to 6:00 PM with the specific hours designated by the employee's supervisor. The parties acknowledge that due to previous City's contractual commitments there may be alternate work schedules that are used and may exceed the Four Day Nine Hour work day. Overtime for the Four Nine schedule will be paid after nine hours in a day. The Four Nine schedule shall sunset on September 30, 2014.~~

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

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

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

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

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

For the City:

Steve Duran, City Manager

Date

For OE3:



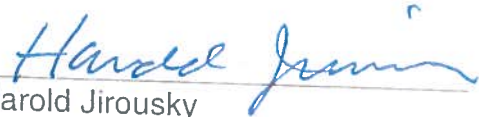
Allen Dunbar, Business Agent




Phil Hoffmeister



Annette Mefford



Harold Jirousky



Kevin Scudero

11-17-14

Date